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Please reply to JOHN M. PELKEY
jpelkey@gsblaw.com TEL EXT 2528

May 10, 2013

VIA FEDERAL EXPRESS

Federal Communications Commission
c/o U.S. Bank
Government Lockbox 979093
SL-MO-C2-GL
1005 Convention Plaza
St. Louis, MO 63101
Attention: FCC Government Lockbox

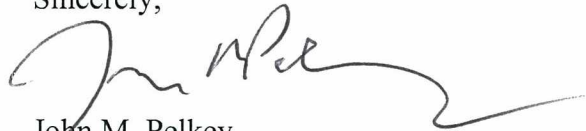
Re: Broadcast Company of the Americas, LLC
FCC Form 308 - Application for Renewal of Permit to Deliver Programs to Foreign
Broadcast Station
XEKTT (also known as XEPE), Tijuana, BC

Dear Sir/Madam:

Submitted herewith in duplicate is an FCC Form 308, application for permit to deliver programs to foreign broadcast station, submitted by Broadcast Company of the Americas, LLC ("BCA"), whereby BCA seeks renewal of its authority under Section 325(c) of the Communications Act to deliver programming to XEKTT (also known as XEPE), Tijuana, BC.

Also, submitted herewith are the FCC Form 159 and requisite filing fee of \$95.00. Should there be any questions concerning this matter, please communicate directly with this office

Sincerely,



John M. Pelkey

JMP:yg
Enclosures

READ INSTRUCTIONS CAREFULLY
BEFORE PROCEEDING

FEDERAL COMMUNICATIONS COMMISSION
REMITTANCE ADVICE
FORM 159

Approved by OMB
3060-0589
Page No. 1 of 2

(1) LOCKBOX # 979093		SPECIAL USE ONLY	
		FCC USE ONLY	
SECTION A - PAYER INFORMATION			
(2) PAYER NAME (if paying by credit card enter name exactly as it appears on the card) Broadcast Company of the Americas, LLC		(3) TOTAL AMOUNT PAID (U.S. Dollars and cents) \$95.00	
(4) STREET ADDRESS LINE NO. 1 6160 Cornerstone Court East, Suite 100			
(5) STREET ADDRESS LINE NO. 2			
(6) CITY San Diego		(7) STATE CA	(8) ZIP CODE 92121
(9) DAYTIME TELEPHONE NUMBER (include area code) 858-535-2540		(10) COUNTRY CODE (if not in U.S.A.)	
FCC REGISTRATION NUMBER (FRN) REQUIRED			
(11) PAYER (FRN) 0008527418		(12) FCC USE ONLY	
IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C) COMPLETE SECTION BELOW FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(13) APPLICANT NAME Broadcast Company of the Americas, LLC			
(14) STREET ADDRESS LINE NO. 1 6169 Cornerstone Court East, Suite 100			
(15) STREET ADDRESS LINE NO. 2			
(16) CITY San Diego		(17) STATE CA	(18) ZIP CODE 92121
(19) DAYTIME TELEPHONE NUMBER (include area code) 858-535-2540		(20) COUNTRY CODE (if not in U.S.A.)	
FCC REGISTRATION NUMBER (FRN) REQUIRED			
(21) APPLICANT (FRN) 0008527418		(22) FCC USE ONLY	
COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(23A) CALL SIGN/OTHER ID XEKT (A/K/A XEPE)	(24A) PAYMENT TYPE CODE MBR	(25A) QUANTITY 1	
(26A) FEE DUE FOR (PTC) \$95.00	(27A) TOTAL FEE \$95.00	FCC USE ONLY	
(28A) FCC CODE 1		(29A) FCC CODE 2	
(23B) CALL SIGN/OTHER ID	(24B) PAYMENT TYPE CODE	(25B) QUANTITY	
(26B) FEE DUE FOR (PTC)	(27B) TOTAL FEE	FCC USE ONLY	
(28B) FCC CODE 1		(29B) FCC CODE 2	
SECTION D - CERTIFICATION			
CERTIFICATION STATEMENT			
I, _____, certify under penalty of perjury that the foregoing and supporting information is true and correct to the best of my knowledge, information and belief.			
SIGNATURE _____		DATE _____	
SECTION E - CREDIT CARD PAYMENT INFORMATION			
MASTERCARD _____ VISA _____ AMEX _____ DISCOVER _____			
ACCOUNT NUMBER _____		EXPIRATION DATE _____	
I hereby authorize the FCC to charge my credit card for the service(s)/authorization herein described.			
SIGNATURE _____		DATE _____	

FOR COMMISSION USE ONLY

File No.

United States of America
Federal Communications Commission
Washington, D.C. 20554

APPLICATION FOR PERMIT TO DELIVER PROGRAMS TO FOREIGN BROADCAST STATIONS
(Carefully read instructions before filling out Form – RETURN ONLY FORM TO FCC)

1. Name of applicant Street Address or P.O. Box City State Zip Code Telephone No.

Broadcast Company of the Americas, LLC, 6160 Cornerstone Court East, #100, San Diego, CA 92121 (858) 673-9049

2. Name and address to whom communication should be sent if different from item 1.

Name Street Address or P.O. Box City State Zip Code Telephone No.

John M. Pelkey, Garvey Schubert Barer, 5th Floor, 1000 Potomac Street, NW, Washington, DC 20007, 202-965-7880

3. Legal identity of applicant: *(only check one box)*

Individual Partnership Corporation Government Entity Other

If Other specify:

Limited liability company

4. Application is for:

- New Authorization
 Extension of Existing Authority

5. If applicant is an individual, is applicant a citizen of the United States? DNA Yes No

6. If applicant is a partnership, are all partners citizens of the United States? DNA Yes No

7. If Applicant is a corporation: DNA Yes No

a. Under laws of what state was it organized?

b. Is more than one-fifth of the capital stock of the corporation owned of record or may it be voted by aliens or their representatives or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? Yes No

c. Is any officer or director of the corporation an alien? Yes No

If the answer is yes, give the following for each:

Name Nationality Position

d. Is applicant directly or indirectly controlled by any other corporation? () Yes () No

If the answer is Yes, give the following for the controlling corporation.

Name	Address	State in which organized
------	---------	--------------------------

e. Is more than one-fourth of the capital stock of the controlling corporation either owned or record; or may it be voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? () Yes () No

f. Is any officer or more than one-fourth of the directors of the corporation an alien? () Yes () No

Name	Nationality	Position	Number of Directors
------	-------------	----------	---------------------

g. Is the above-described controlling corporation in turn a subsidiary? () Yes () No

If the answer is Yes, attach as Exhibit No. 1 additional information answering the holding company questions in this paragraph for each company, to and including the organization having ultimate control.

8. a. If the applicant is an unincorporated association, give the following: Limited liability Company - See Exhibit I.

Total number of members	Number of Alien members (if any)
1	0

b. State the following for alien officers or directors (if any): DNA

Name	Nationality	Position
------	-------------	----------

9. a. What is applicant's principal business? Production of programming, promotion and sales of advertising time.

b. Does applicant or any party to this application have any interest in, or connection with, any AM, FM, or TV broadcast station (either domestic or foreign), or any application pending before the commission?

Yes No

If the answer is Yes, attach Exhibit No. II giving full particulars.

10. Is applicant a representative of an alien or of a foreign government?

Yes No

If the answer is Yes, explain.

11. a. Has any radio station authorization previously issued to the applicant or party to this application been revoked, either by the Commission or by any Court? Yes No

b. Has any previous application by the applicant or party to this application been denied by the Commission or by a predecessor agency? Yes No

Applicant has had two Section 325 applications dismissed because they had become moot. See 325-STA-20050701-00016 and 325-NEW-20050426-00011.

If the answer to (a) and/or (b) is Yes, explain:

12. a. Has applicant or any party to this application been found guilty by any court of any felony? Yes No

b. Has applicant or any party to this application been finally adjudged guilty by a federal court of the violation of the laws of the United States relating to unlawful monopoly, restraint of trade, and/or unfair methods of competition? Yes No

If the answer to (a) and/or (b) is Yes, explain.

13. Address of studio or other place at which programs will originate.
6160 Cornerstone Court East, #100, San Diego, CA 92121

14. State ownership of originating facilities.

The studio equipment is owned by the applicant. The building space being used for the studios is being leased from a commercial landlord.

15. Describe the means (wireline, radio link, or other method) whereby programs will be delivered to foreign station(s), including names of any interconnecting common carriers.

Applicant uses a satellite link provided by National Public Radio to deliver the programming to XEKTT.

16. Give the location, type, and authorized power of foreign station(s) to which programs will be delivered, and identify the licensee or operating agency of such station(s).

See Exhibit III

17. Attach as Exhibit No. V a full explanation of the legal relationship between the applicant and foreign station(s) involved, including a copy of contract (if any) with foreign station(s).

18. (a) Attach as Exhibit No. VI a statement as to whether program deliveries are to be intermittent or regularly scheduled, and the average number of hours per day, week and/or month during which the foreign station(s) involved will broadcast such programs.

(b) Attach as Exhibit No. VI a detailed description of the nature and character of the programming proposed and the language to be employed.

CERTIFICATION

The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained in this application are true, complete, and correct to the best of his/her knowledge and belief and are made in good faith.

Signed and dated this 9th day of May, 2013

Broadcast Company of the Americas, LLC

By: 
(Signature)
Vice President

*WILLFUL FALSE STATEMENTS MADE ON THIS FORM
ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S., CODE, TITLE 18, SECTION 1001.*

EXHIBITS furnished as required by this form:

Exhibit No.	Para. No. of Form	Name of officer or employee (1) by whom or (2) under whose direction exhibit was prepared (show which)	Official Title
I	7	Norman Feuer	Vice President
II	9(b)	Norman Feuer	Vice President
III	16	Norman Feuer	Vice President
IV			
V	17	Norman Feuer	Vice President
VI	18	Norman Feuer	Vice President

Application for Renewal of Permit to Deliver Programs to Foreign Broadcast Stations
Broadcast Company of the Americas, LLC
XEKTT (also known as XEPE), Tijuana, BC
Exhibit I

Structure of the Applicant

The applicant, which currently holds a Section 325 authorization to provide programming to XEKTT (also known as XEPE) (325-NEW-20050426-00012) and which hereby seeks a renewal of that authorization, is a limited liability company organized under the laws of the State of California.

No officer, director or member of the applicant is an alien.

Application for Renewal of Permit to Deliver Programs to Foreign Broadcast Stations
Broadcast Company of the Americas, LLC
XEKTT (also known as XEPE), XEKTT (also known as XEPE), Tijuana, BC
Exhibit II

Broadcast Interests

In addition to the Section 325 authorization that is the subject of this renewal application, Broadcast Company of the Americas, LLC, holds authorizations under Section 325 of the Communications Act to provide programming to XEPRS(AM) (325-NEW-20030303-00001 and 325-RWL-20080412-00001) and XHPRS-FM (formerly XHBCE-FM) (325-New-20050425-00010 and 325-RWL-20110120-00001).

Mr. Norman Feuer, who is Vice President and General Manager of the applicant, holds an attributable interest in JMJ Broadcasting Company, Inc., licensee of KXGL(FM), FID 39781, Amarillo, TX, and KTPK(FM), FID 67334, Topeka, KS.

Broadcast Company of the Americas, LLC, has entered into an arrangement with Compass Radio of San Diego, Inc., licensee of KPRI(FM), FID 51503, Encinitas, CA, whereby Compass sells advertising time on the stations being programmed by Broadcast Company of the Americas.

Other than as set forth above, neither the applicant nor any principal holds any interest in any broadcast station or pending application for a new broadcast station.

Application for Renewal of Permit to Deliver Programs to Foreign Broadcast Stations
Broadcast Company of the Americas, LLC
XEKTT (also known as XEPE), XEKTT (also known as XEPE), Tijuana, BC
Exhibit III

Foreign Station(s) to which Programming will be Delivered

The programming will be delivered to XEKTT (also known as XEPE).

XEKTT currently has authority from the Mexican government to operate at a power of 10 kW, day and night, operating non-directionally during the day and directionally, with a two tower array, at night. The holder of the concession for XEKTT is C. Carlos de Jesus Quinones Armendariz (the "Concession Holder").

Application for Renewal of Permit to Deliver Programs to Foreign Broadcast Stations
Broadcast Company of the Americas, LLC
XEKTT (also known as XEPE), XEKTT (also known as XEPE), Tijuana, BC
Exhibit V

Relationship Between the Applicant and the Foreign Station

By the foregoing application, the applicant is seeking authority to continue delivering programming to XEKTT. Applicant has entered into an agreement (a copy of which, as redacted to exclude provisions setting forth the proprietary financial terms, is attached) with the Concession Holder (as defined in Exhibit III) whereby it is providing programming, including commercial material, to XEKTT. There is no legal relationship between the applicant and the Concession Holder other than as a consequence of the fact that the applicant is providing programming over the Concession Holder's station.

LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT ("Agreement"), dated as of February 16, 2005 is made and entered into by and between Media Sports de Mexico, S.A. de C.V. ("MSM"), a Mexican corporation acting as lawful agent for and on behalf Carlos de Jesus Quinones Armendariz, *Concesionario* of Station XEKTT-AM, Cerro Jaramillo, BC (the "Station"), issued by Mexico's *Secretaria de Comunicaciones y Transportes* (the "SCT"), and Broadcast Company of the Americas, LLC, a California Limited Liability Company ("BCA");

WHEREAS, the Station operates on 1700 kHz, and is in the process of requesting the SCT's consent to change its call sign to XEPE;

WHEREAS, concurrently herewith MSM on behalf of the *Concesionario* (as used herein, *Concesionario*, licensee and permittee are synonymous) of Station XHBCE-FM, Ensenada, BC and BCA have entered into a Local Marketing Agreement with respect to that station (the "XHBCE Agreement");

WHEREAS, BCA has available and is producing radio programs that it desires to have broadcast over the Station, and therefore desires to purchase airtime from MSM for the broadcast of such programs.

WHEREAS, MSM has agreed to make available to BCA airtime on the Station and accept for broadcast the programs of BCA on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, taking the foregoing recitals into account and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. AGREEMENT TERM.

The term of this Agreement (the "Term") will begin on March 1, 2005 (the "Commencement Date") and will continue until February 28, 2015, which is ten (10) years after the Commencement Date, unless extended or earlier terminated pursuant to Section 14 hereof. Provided that it is not in material default hereunder, BCA may seek to extend the Term for one additional ten (10) year term, upon written notice to MSM given Twelve (12) months prior to the expiration of the Initial Term; When MSM receives BCA's notice, MSM and BCM will enter into good faith negotiations looking toward mutually acceptable terms and conditions governing an additional term.

2. BCA's PURCHASE OF AIRTIME AND PROVISION OF PROGRAMS.

During the Term, BCA shall purchase from MSM airtime on the Station for the price and on the terms specified below, and shall transmit or cause to be transmitted to

the Station programs that it produces or owns (the "Programming") for broadcast on the Station twenty-four hours per day, seven (7) days a week (the "Broadcasting Period"). During the Broadcasting Period BCA will deliver its Programming or cause its Programming to be delivered, at its own cost, to the Station's transmitting facilities in Mexico via a mode of transmission (e.g., via satellite delivery, terrestrial microwave, landline telephone, the Internet, or by other means reasonably acceptable to MSM), that will ensure that the Programming meets the technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term and which otherwise complies with the laws, treaties and agreements of the United States of Mexico and the United States of America. MSM shall have no rights to the Programming and hereby disclaims any such rights thereto.

3. PAYMENTS BY BCA.

(a) In addition to any fees and expenses BCA incurs in creating, producing and relaying the Programming (including reimbursable costs payable by BCA pursuant to subparagraph (b) hereof), ~~MSM~~ MSM, during the Term, a monthly fee of "Monthly Fee").

The Monthly Fee payable by BCA to MSM shall be paid in advance without notice or demand prior to the first day of each month during the Term hereof. Upon the execution of this Agreement, BCA shall pay to MSM:

(i) refundable
deposit at the end of the LMA term; and

(ii) representing the
Monthly Fee for the first month of the Term; and

(iii) of the
Monthly Fee for the last month of the Term.

(b) All sums payable hereunder shall be paid by BCA by wire transfer of immediately available funds to an account specified by MSM in writing. Monthly Fees payable more than the fifth business day of any month shall be subject to a late charge of ~~one percent~~ (one percent) of the Monthly Fee (the "Late Charge"). The Late Charge shall be paid within ten calendar (10) days of written notice by MSM to BCA of the late Monthly Fee. Unless otherwise provided in a writing signed by the parties hereto all payments to MSM hereunder shall be made without deductions or offset and shall be non-refundable, except as otherwise provided in this Agreement.

(c) Commencing on the fourth year of this Agreement and annually thereafter, the Monthly Fee payable during each successive year shall be increased by the same percent as the Consumer Price Index increase for the San Diego Metropolitan Area. Additionally, said increase shall be imputed to the sums referred to in Subparagraphs (a) (i), (a) (ii) and (a) (iii) and annually shall be added to that year's first Monthly Payment.

(d) In addition to the Monthly Fee, and subject to the same payment terms with respect thereto, BCA shall reimburse MSM for all expenses incurred by MSM relating to the Station ("Reimbursable Costs"). Reimbursable Costs shall include, without limitation:

Upon BCA's request MSM shall document any Reimbursable Costs. Attached hereto and made a part hereof is Exhibit B, an Estimated List of Monthly Expenses prepared by MSM and representing an estimated but without limitations itemized list of monthly expenses in the operation of the Station to which BCA will have access during the Term hereof.

(e) Subsequent payments will be made by checks payable and delivered to MSM at 296 H Street, 3rd Floor, Chula Vista, California 91910, or such other address as MSM may select pursuant to Section 24 hereof, provided that if MSM has given wire transfer instructions to BCA, BCA shall make all payments by wire transfer of immediately available funds to the account specified by MSM.

[Handwritten initials and scribbles]

(f) BCA shall be solely responsible for and shall pay in a timely manner all direct and indirect costs incurred by BCA in producing, providing and delivering the Programming including, but not limited to, (i) program costs; (ii) sales costs; (iii) Station advertising and promotion costs; (iv) costs related to BCA's audio or other communications lines to the Station's studio or transmitter; (v) salaries, payroll taxes, insurance, health benefits and related costs of personnel employed by BCA in connection with the Programming supplied to the Station; (vi) marketing, costs in connection with sales and promotion of radio time; (vii) costs related to Administrative Supplies; (viii) local and long distance telephone, telecopier and other communications service related to the Station (including toll-free calls); and (viii) income, gross receipts, sales, personal and real property, and other taxes of any nature whatsoever and costs related to the Station. Additionally, BCA shall be solely responsible for providing and operating its own vehicles in connection with the Programming and shall be solely responsible for the payment of any costs incurred in connection with the provision and operation of such vehicles, including vehicle insurance.

(g) In addition to the fees and payments referred to in Subsection 3 (a) above, and due upon execution of this Agreement, on that date BCA also shall pay t

(h) The failure of MSM to demand or insist upon timely and full payment of any payment due hereunder shall not constitute a waiver of BCA's obligations under this Section 3.

4. EMPLOYMENT.

BCA shall be solely responsible for, and shall indemnify MSM, its principal, its directors, officers, employees, contractors, agents or affiliates from and against, all claims, costs, losses, liability, damages, and other expenses (including reasonable professional fees and disbursements) relating to, salaries, taxes, insurance, severance, bonuses, and other benefits or obligations due or payable to: (i) all personnel (other than employees of MSM) used in the production of the Programming hereunder or necessary to fulfill BCA's obligations hereunder; and (ii) all employees of BCA.

5. MAINTENANCE OF EQUIPMENT.

All equipment necessary anywhere to accomplish the delivery of the Programming from the United States to the Station at its studio or transmitter site shall be paid for by BCA, and shall be maintained by BCA in a condition consistent with good engineering practices and in compliance in all material respects with all other applicable rules, regulations and technical standards. All capital expenditures reasonably required to maintain the ongoing technical quality of the broadcast delivery equipment and its compliance with applicable laws and regulations shall be made at the sole expense and in the sole discretion of BCA.

6. RESPONSIBILITY FOR CERTAIN FEES.

BCA shall pay all fees assessed by any music licensing organization such as BMI, SESAC and ASCAP, attributable to the Programming, and any other foreign and domestic copyright fees attributable to the Programming.

7. CONTROL OF THE STATION.

During the term of this Agreement, MSM shall, on behalf of the *Concesionario*, maintain ultimate control over the Station's facilities and BCA agrees that MSM shall have the unrestricted right and authority to take any and all steps necessary to maintain such control continuously throughout the term of this Agreement. MSM and BCA acknowledge and agree that MSM's responsibility to retain control is an essential element

of the continuing validity and legality of this Agreement. Said control by MSM shall be reasonably exercised, over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, and the right to take any other actions necessary to comply with the laws of Mexico and the rules, regulations and policies of the SCT and any other Mexican regulatory body. BCA shall not represent, warrant or hold itself out as the Station's owner or manager, and shall sell all advertising time and enter into all agreements in its own name. MSM reserves the right to refuse to broadcast any program or programs containing matter which is, or in the reasonable opinion of MSM may violate any right, law, or governmental rule, regulation or policy.

8. SPECIAL EVENTS.

MSM has the right to reject any of the Programming and to substitute on a temporary basis a program that, in the reasonable opinion of MSM, is of greater public local or national importance. MSM confirms that no Programming shall be rejected on the basis of Programming performance or ratings, advertiser reaction or the availability of alternative programming (including, but not limited to, sporting events or paid programming) that MSM believes to be more profitable or more attractive. MSM shall give BCA written notice of such rejection and substitution, and the reasons therefore, at least three (3) weeks in advance of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause of any lesser notice).

9. FORCE MAJEURE.

Any failure or impairment (i.e., failure to broadcast at Station's full authorized power) of facilities or any delay or interruption in broadcast programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to any acts of God, strikes or threats thereof or *force majeure*, or due to any other causes beyond the reasonable control of MSM or BCA shall not constitute a breach of this Agreement and MSM or BCA, as the case may be, will not be liable to the other party hereto therefore, provided such party uses reasonable diligence to correct such failure or impairment as soon as is reasonably possible. The occurrence of any of the events specified in this Section 9 shall not relieve BCA of its payment and reimbursement obligations set forth in Section 3 above.

10. STATION'S IDENTIFIERS

MSM hereby grants to BCA an exclusive license to use such call letters and other identifiers as are currently used or in the future may be used by the Station (the "Station's Licensed Identifiers") in connection with the broadcast of BCA's programs on the Station, but for no other purpose. The license granted herein shall expire upon the expiration or earlier termination of this Agreement. BCA shall use the Station's Licensed Identifiers in BCA's programming in a manner consistent with the use thereof by MSM in broadcasts of the Station immediately prior to the Commencement Date during the entire term of this Agreement and as may be required by the rules, regulations and policies of the SCT. In

addition, MSM agrees, at BCA's cost, to cooperate with BCA in applying for a change or changes in the Station's Licensed Identifiers ("New Station Identifiers") should such a change be deemed appropriate by BCA, provided that MSM agrees that such New Station Identifiers are not offensive or otherwise contrary to the public interest.

11. COMPLIANCE WITH LAW AND OTHER AGREEMENTS.

BCA and MSM shall, throughout the term of this Agreement, comply in all material respects with the Act, the rules, regulations and policies of the SCT, the terms of the Station's SCT authorizations and all other laws and regulations applicable to the conduct of Station business, including, in the case of English language programming, the requirement that a permit must be issued by the *Secretaria de Gobernacion*, or other duly authorized body authorizing such.

12. INDEMNIFICATION; WARRANTY.



(a) Each party (as the case may be, the "Indemnitor") shall indemnify and hold harmless the other party (as the case may be, the "Indemnitee"), its principal(s) directors, officers, members, employees, agents and affiliates, from and against any and all liability, including without limitation all reasonable attorneys fees, arising out of or incident to the Programming furnished by the Indemnitor, any breach of this Agreement by the Indemnitor or the conduct of the Indemnitor, its directors, officers, members, employees, contractors, agents or affiliates. Without limiting the generality of the foregoing, Indemnitor shall indemnify and hold and save the Indemnitee, its directors, officers, members, employees, agents and affiliates harmless against liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming furnished by the Indemnitor. Each party's obligation to hold the other harmless against the liabilities specified above shall survive any termination or expiration of this Agreement for a period of one (1) year.

(b) BCA shall indemnify and hold harmless MSM, its principal(s), directors, officers, employees, agents and affiliates, from and against any and all liability, including without limitation all reasonable attorneys fees, arising out of or incident any act or omission by BCA, its principals, members, officers, directors, employees and affiliates, involving violations of labor and employment laws, assault and battery, libel and slander, sexual harassment, or any other injury or misconduct by said BCA parties. BCA's obligation hereunder shall survive any termination or expiration of this Agreement for a period of one (1) year.

13. EVENTS OF DEFAULT.

Each of the following shall constitute an "Event of Default" under this Agreement:

(a) DEFAULT IN COVENANTS. BCA's or MSM's material non-observance or material non-performance of any covenant or agreement contained herein; *provided*,

however, that such default shall not constitute an Event of Default hereunder unless such default is not cured within ten (10) calendar days after delivery of written notice thereof to the breaching party by the non-breaching party); or

(b) BREACH OF REPRESENTATION. BCA's or MSM's material breach of any representation or warranty herein, or in any certificate or document furnished pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect, as of the time made or furnished, and not cured within ten (10) calendar days after delivery of written notice thereof to the breaching party by the non-breaching party; or

(c) BREACH OF XHBCE AGREEMENT. BCA's or MSM's uncured material breach the XHBCE Agreement.

(d) INSOLVENCY. The voluntary filing by BCA or MSM (or an involuntary filing with respect to BCA or MSM not vacated within ninety (90) days after such filing) or a petition for reorganization or dissolution under the *Ley de Concursos Mercantiles*.

14. TERMINATION.

(a) TERMINATION UPON AN EVENT OF DEFAULT. Either party may terminate this Agreement by written notice to the other party upon the occurrence of an Event of Default; provided however, that the party serving such notice shall not then be in default of its obligations under this Agreement or the XHBCE Agreement.

(b) EFFECT OF TERMINATION. Upon termination of this Agreement, pursuant to this Section 14 each party shall be free to pursue any and all remedies available at law, in equity or otherwise. MSM, in addition to its other legal and equitable rights and remedies under this Agreement or under applicable law, shall be entitled immediately to cease making available to BCA any further broadcast time or broadcast transmission and facilities, and all amounts accrued or payable to MSM prior to the date of termination which have not been paid shall be immediately due and payable. BCA, in addition to its other legal and equitable rights and remedies under this Agreement or under applicable law, shall be entitled immediately to cease providing any further Programming to be broadcast on the Station, and any amounts which have been prepaid to MSM beyond the termination date shall be immediately due and payable to BCA.

(c) LIABILITIES UPON TERMINATION. BCA shall pay all debts and obligations resulting from its use of the Station's air time and transmission facilities, including, without limitation, accounts payable and net barter balances relating to the period on and after the Commencement Date and prior to the termination of this Agreement.

15. REVENUES.

BCA shall receive all revenues attributable to the Programming on and from the Commencement Date and for the period thereafter during the Term of this Agreement.

16. REPRESENTATIONS, WARRANTIES AND COVENANTS.

16.1. BCA represents and warrants to, and covenants with, MSM that:

(a) This Agreement has been duly executed and delivered by BCA, and constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except as limited by laws affecting the enforcement of creditor's rights generally or equitable principles. BCA has all necessary corporate power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on BCA's part.

(b) No consent of any other party and no consent, license, approval or authorization of, or exemption by, or filing, restriction or declaration with, any governmental authority, bureau, agency or regulatory authority, is required in connection with the execution, delivery or performance by BCA of this Agreement. Governmental authority includes, but is not limited to the SCT and the U.S. Federal Communications Commission.

(c) The execution, delivery and performance of this Agreement will not violate any provision in BCA's certificate or operating agreement. Nor will it constitute or result in the breach of any term, condition or provision of, or constitute a default under, or accelerate or permit the acceleration of any performance required by, any agreement or other instrument to which BCA is a party or by which any part of its property is bound, or violate any law, regulations, judgment or order, foreign or domestic, binding upon BCA.

(d) No proceeding is pending or, to the knowledge of BCA, threatened against BCA before any court, government agency or arbitral tribunal that would enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

(e) The Programming shall include (i) public service announcements (including, at MSM's request from time to time, a reasonable number of public service announcements of local interest); (ii) an announcement in form sufficient to meet the station identification requirements of the SCT; (iii) an announcement at the beginning of each segment of programming to indicate the program time has been purchased by BCA; and (iv) any other announcement that may be required by applicable law or regulations.

16.2 MSM represents and warrants to, and covenants with, BCA that:

(a) This Agreement has been duly executed and delivered by MSM, and constitutes its valid and binding obligation, enforceable against it in accordance with its terms,

except as limited by laws affecting the enforcement of creditor's rights generally or equitable principles. MSM has all necessary corporate power and authority from the Licensee to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action by MSM.

(b) No consent of any other party and no consent, license, approval or authorization of, or exemption by, of filing, restriction or declaration with, any governmental authority, bureau, agency or regulatory authority, is required in connection with the execution, delivery or performance by MSM or the Concesionario of this Agreement.

(c) The execution, delivery and performance of this Agreement will not violate any provision of MSM's articles of incorporation or by-laws, nor will it constitute or result in the breach of any term, condition or provision of, or constitute a default under, or accelerate or permit the acceleration of any performance required by any agreement or other instrument to which MSM or the Concesionario is a party or by which any part of its property is bound, or violate any law, regulation, judgment or order binding upon MSM or the Concesionario.

(d) During the Term of this Agreement, MSM and the Concesionario licensee will assure that the Station shall hold the License and all other licenses, permits and authorizations necessary for the operation of the Station, and that such are and will be in full force and effect throughout the Term of this Agreement. To the best of MSM's knowledge, neither MSM nor Concesionario licensee is in violation of any statute, ordinance, rule, regulation, policy, order or decree of any federal, state or local entity, court or authority in the United States of Mexico having jurisdiction over it or the Station, which would have an adverse effect upon either party, their assets, the Station, or upon MSM's ability to perform this Agreement. MSM shall not take any action or omit to take any action, which would have an adverse impact MSM, the Concesionario, its assets of MSM or the Concesionario, or the Station or upon MSM's ability to perform this Agreement. All reports and applications required to be filed with the the SCT or any other governmental body in Mexico during the Term of this Agreement will be filed in a timely and complete manner. MSM has, and throughout the Term of this Agreement will maintain, good title to, or rights by license, lease or other agreement to use, all of the assets and properties used in the operation of the Station. During the Term of this Agreement, MSM shall not dispose of, transfer, assign or pledge any of such assets and properties, except with the prior written consent of BCA, if such action would adversely affect MSM's performance hereunder or the business and operations of MSM or the Station permitted hereby.

Handwritten initials and scribbles:
A
C
P
M

17. ARBITRATION.

Any dispute arising under or related to this Agreement shall be resolved by binding arbitration in San Diego, California in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc., and judgment upon any

award rendered by the arbitrator(s) may be entered by any State or Federal Court having jurisdiction thereof. The prevailing party shall be awarded all of its legal fees, disbursements and costs of arbitration.

18. MODIFICATION AND WAIVER.

No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the parties, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

19. DELAY IN EXERCISE OF REMEDIES; REMEDIES CUMULATIVE.

No failure or delay on the part of MSM or BCA in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of MSM and BCA herein provided are cumulative and are not exclusive of any right or remedies, which they may otherwise have.

20. CONSTRUCTION.

Except as otherwise provided, the construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. Seller and Buyer hereby submit to the nonexclusive jurisdiction of the courts of San Diego County in the State of California and the federal courts of the United States of America located in such state solely in respect of the interpretation and enforcement of the provisions hereof and of the documents referred to herein, and hereby waive and agree not to assert as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or any such document, that they are not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that this Agreement or any of such documents may not be enforced by said courts, that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper; *provided, however*, if questions arise with regarding compliance with any term of this Agreement that involves an interpretation of the laws of the United States of Mexico, the law of that Country shall govern.

21. HEADINGS.

The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

22. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns, including, without limitation, any permitted transferees or assignees of any kind of the authorizations issued to the Station by the SCT or any other governmental body.

23. COUNTERPART SIGNATURES.

This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the same original or the same counterpart.

24. NOTICES.

Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered by hand or one (1) day after deposit with a recognized overnight courier for overnight delivery and addressed as follows:

(a) If to BCA:

Broadcast Company of the Americas, LLC
3655 Nobel Drive
Suite 470
San Diego, CA 92122
Attn.: Mr. John T. Lynch
Phone: (858) 535-2500

with a required copy to:

Jeffrey T. Baglio, Esq.
DLA Piper Rudnick Gray Cary US LLP
4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133
(858) 677-1477

(b) If to MSM:

Media Sports de Mexico, S.A. de C.V.
News Plaza Building
296 H Street, 3rd Floor
Chula Vista, CA 91910
Attn.: Sr. Hector De Isla Puga Duran, Esq.
Phone: (619) 427-5877

with a required copy to:

12625 High Bluff Drive, Suite 317
San Diego, CA 92130
Attn: Steven V. McCue, Esq.
Phone: 619-455-9210

or such other address as the addressee may have specified in a notice duly given to the sender as provided herein.

25. ENTIRE AGREEMENT.

This Agreement (together with the Exhibits and Attachments) embodies the entire agreement between the parties regarding the subject matter hereof and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless it is embodied in a written instrument signed by both of the parties.

26. SEVERABILITY AND ASSIGNMENT.

If any provision or provisions contained in this Agreement are held to be invalid, illegal or unenforceable, this shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein, *provided that* the benefits afforded each party hereunder are not materially changed. Except as provided below, neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; any purported assignment without such consent shall be null and void and of no legal force or effect; *provided that* either party may freely assign this Agreement if such assignment would be considered "minor" under the rules, regulations and policies of the SCT. It is further understood and agreed that MSM is seeking authority from the SCT to acquire in its own right the Station's operating authorizations from the *Concesionario*, and that notwithstanding any provision herein to the contrary, the assignment of this Agreement to MSM, its controlling shareholder or any entity controlled by MSM, may be completed as a matter of right.

27. NO JOINT VENTURE.

The parties agree that nothing herein shall constitute a joint venture or a principal-agent relationship between them. The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

28. BENEFICIARIES.

Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

29. FURTHER ASSURANCES.

Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its commercially reasonable efforts to take or cause to be taken all such further actions, and to do, or cause to be done, all things necessary, proper or advisable in order to fully effectuate the purposes, terms and conditions of this Agreement.

30. RIGHT OF FIRST REFUSAL.

(a) MSM hereby grants to BCA a right of first refusal exercisable if and when MSM receives and intends to accept, a bona fide offer to (i) sell all or substantially all of the assets of the Station; or (ii) sell a controlling equity or voting interest in the Station's *Concesionario*.

(b) MSM shall provide written notice (the "Notice") to BCA of the bona fide offer, including (i) a description of the interest to be sold; (ii) the identity of the prospective purchaser(s), and (iii) the monetary or other consideration and the material terms and conditions upon which the proposed sale is to be made. The Notice shall certify that MSM has received a firm bona fide written offer from the prospective purchaser(s) and in good faith believes a binding agreement for the sale is obtainable on the terms and conditions set forth in the Notice. The Notice also shall include a copy of any written proposal, term sheet, or letter of intent or any other document relating to the proposed sale.

(c) Upon receipt of the Notice, BCA shall have thirty (30) calendar days within which to make its bona fide offer on the same terms and conditions identified in the Notice. BCA shall notify MSM in writing on or before 11:59 p.m. of the thirtieth day whether BCA wishes to acquire the interest.

31. CONFIDENTIALITY, PUBLIC NOTICES.

BCA and MSM each agrees that it will use its best efforts to keep confidential (except for disclosure requirements of federal or state securities laws and securities markets along with such disclosure to attorneys, bankers, underwriters investors, etc. as may be appropriate in the furtherance of this transaction, or disclosure requirements of the SCT) all information of a confidential nature obtained by it from each of the other parties, including the terms of any proposal, in connection with the transactions contemplated by this Agreement. BCA and MSM shall jointly prepare and determine the timing of any press release or other announcement to the public or the news media relating to the execution of this Agreement. No party hereto will issue any press release

or make any other public announcement relating to the transactions contemplated by this Agreement without the prior consent of each other party hereto, except that any party may make any disclosure required to be made by it under applicable law (including federal or state securities laws and the regulations of securities markets) if it determines in good faith that it is appropriate to do so and gives prior notice to each other party hereto. It is agreed and understood that MSM may authorize in writing any third party subject to the jurisdiction of the SCT to disclose this agreement to that body provided that confidentiality is maintained. MSM shall give at five (5) days advance written notice that such disclosure will be made and shall provide a copy of MSM's written authorization to BCA at that time.

32. MISCELANEOUS.

Attached hereto and made a part hereof is Exhibit A, an Inventory of Plant and Equipment prepared by MSM and representing all items used and useful in operation the Station to which BCA will have access during the Term hereof.

Handwritten initials and signatures, including a large 'A' at the top, a circled 'B' in the middle, and a signature at the bottom.

[This space intentionally left blank. Signature page follows]

[Signature page to Local Marketing Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Local Marketing Agreement on the date first above written.

BROADCAST COMPANY OF THE AMERICAS, I.L.C

By: *John T. Lynch*
Name: John T. Lynch
Title: Chief Executive Officer

MEDIA SPORTS DE MEXICO, S.A. DE C.V.
ACTING FOR AND ON BEHALF OF
CONCESIONARIO, CARLOS DE JESUS QUINONES
ARMENDARIZ

By: *Rita Bonilla*
Name: Rita Bonilla
Title: President

By: *Hector De la Posa Duran*
Name: Hector De la Posa Duran
Title: Legal Representative

WITNESSED:

By: *Jaime Bonilla*
Name: Jaime Bonilla

EXHIBIT "A"
INVENTORY OF PLANT AND EQUIPMENT

Application for Renewal of Permit to Deliver Programs to Foreign Broadcast Stations
Broadcast Company of the Americas, LLC
XEKTT (also known as XEPE), XEKTT (also known as XEPE), Tijuana, BC
Exhibit VI

Programming Pursuant to Programming Agreement

The applicant provides news, sports and other entertainment programming to XEKTT for up to 24 hours per day, seven days per week, except for that airtime retained by the Concession Holder to comply with the requirements of Mexican law. The format will be adjusted by the applicant as necessary to meet the demands of the public. The programming may be in either Spanish or English.