



PUBLIC NOTICE

FEDERAL COMMUNICATIONS COMMISSION
445 12th STREET S.W.
WASHINGTON D.C. 20554

News media information 202-418-0500
Internet: <http://www.fcc.gov> (or <ftp.fcc.gov>)
TTY (202) 418-2555

Report No. 325-00185

Thursday February 6, 2014

Permit To Deliver Programs To Foreign Broadcast Stations

re: Actions Taken

The Commission, by its International Bureau, took the following actions pursuant to delegated authority. The effective dates of the actions are the dates specified.

INFORMATIVE

325-RWL-20130910-00005

The CW Network, LLC

Granted on February 6, 2014, subject to conditions, The CW Network, LLC "s ("The CW") renewal application for a 325 (c) permit to deliver widely-viewed television programs electronically to XETV, Tijuana, Baja California, Mexico for broadcast into the United States. Programming and Advertising sales services are provided to XETV by an affiliation agreement between the CW and Bay City Television.

Grant of this permit is conditioned upon the Mexican stations operation in full compliance with applicable treaties and related provisions concerning electrical interference to U.S. Broadcast stations.

This authorization is predicated on the use of a foreign station assignment, which must abide by the terms of the 1962 United States-Mexico VHF Television Agreement. Hence, this program authorization applies only to the specific foreign station facilities which are currently on file with the Commission as having been officially coordinated by the Secretaria de Comunicaciones y Transportes (SCT) in Mexico and subsequently approved by the Commission for operation. If the transmitter coordinates or technical operating parameters of the foreign station are altered subsequent to this authorization or are found to be different from those currently on file and approved by the Commission, this program authorization will be subject to immediate termination without right to hearing.

For more information concerning this Notice, contact Janice Shields at (202) 418-2153; Janice.Shields@fcc.gov; TTY 202-418-2555.



**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION**

RADIO STATION AUTHORIZATION

Name: The CW Network, LLC

Call Sign:

Authorization Type: Renewal of License

File Number: 325-RWL-20130910-00005

Grant date: 02/16/2014 Expiration Date: 02/16/2019

Subject to the provisions of the Communications Act of 1934, subsequent Acts, and Treaties, and Commission Rules made thereunder, and further subject to conditions set forth in this permit, the PERMITTEE:

The CW Network, LLC

is hereby authorized to locate, use, or maintain a studio in the United States for the purpose of supplying program material to foreign broadcast stations for the term ending February 16, 2019 (3 AM Eastern Standard Time).

Particulars of Operations

A) Studio Location:

CBS Broadcast Center, 524 W. 57th Street, New York, NY 10019, or other location in the New York area
New York, NY 10019

B) For the purpose of producing programs consisting of:

Delivery Means by satellite, terrestrial microwave, fiber link, network area storage (computer network), or leased private or common carrier capacity. Programs will be delivered to commercial television station XETV, which is licensed to Tijuana, Baja California, Mexico. The maximum visual effective radiated power of XETV's analog transmitter on Channel 6 is 100 kW, and the maximum visual ERP of XETV's digital transmitter on Channel 23 is 403 kW.

C) To be delivered by means of:

D) To stations identified and located as follows:

Call Sign	Channel	Station Locations(s)
XETV	6	Tijuana Baja Califor, Mexico

The Commission reserves the right during said permit period of terminating this permit or making effective any changes or modifications of this permit which may be necessary to comply with any decision of the Commission rendered as a result of any such hearing which has been designated but not held, prior to the commencement of this permit period.

This permit is issued on the permittee's representation that statements contained in the permittee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith.

This permit shall not vest in the permittee any right to operate beyond the term hereof nor in any other manner than authorized herein. Neither the permittee nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This permit is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

E) Special and General Provisions

A) This RADIO STATION AUTHORIZATION is granted subject to the following special provisions and general conditions:

203 --- This authorization is predicated on the use of a foreign station assignment, which must abide by the terms of the 1962 United States-Mexico VHF Television Agreement. Hence, this program authorization applies only to the specific foreign station facilities which are currently on file with the Commission as having been officially coordinated by the Secretaria de Comunicaciones y Transportes (SCT) in Mexico and subsequently approved by the Commission for operation. If the transmitter coordinates or technical operating parameters of the foreign station are altered subsequent to this authorization or are found to be different from those currently on file and approved by the Commission, this program authorization will be subject to immediate termination without right to hearing.



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This authorization is issued on the grantee's representation that the statements contained in the application are true and that the undertakings described will be carried out in good faith.

This authorization shall not be construed in any manner as a finding by the Commission on the question of marking or lighting of the antenna system should future conditions require. The grantee expressly agrees to install such marking or lighting as the Commission may require under the provisions of Section 303(q) of the Communications Act. 47 U.S.C. § 303(q).

Neither this authorization nor the right granted by this authorization shall be assigned or otherwise transferred to any person, firm, company or corporation without the written consent of the Commission. This authorization is subject to the right of use or control by the government of the United States conferred by Section 706 of the Communications Act. 47 U.S.C. § 706. Operation of this station is governed by Part 25 of the Commission's Rules. 47 C.F.R. Part 25.

This authorization shall not vest in the licensee any right to operate this station nor any right in the use of the designated frequencies beyond the term of this license, nor in any other manner than authorized herein.

This authorization is issued on the grantee's representation that the station is in compliance with environmental requirements set forth in Section 1.1307 of the Commission's Rules. 47 C.F.R. § 1.1307.

This authorization is issued on the grantee's representation that the station is in compliance with the Federal Aviation Administration (FAA) requirements as set forth in Section 17.4 of the Commission's Rules. 47 C.F.R. § 17.4.

The following condition applies when this authorization permits construction of or modifies the construction permit of a radio station.

This authorization shall be automatically forfeited if the station is not ready for operation by the required date of completion of construction unless an application for modification of authorization to request additional time to complete construction is filed by that date, together with a showing that failure to complete construction by the required date was due to factors not under control of the grantee.

Licensees are required to pay annual regulatory fees related to this authorization. The requirement to collect annual regulatory fees from regulatees is contained in Public Law 103-66, "The Omnibus Budget Reconciliation Act of 1993." These regulatory fees, which are likely to change each fiscal year, are used to offset costs associated with the Commission's enforcement, public service, international and policy and rulemaking activities. The Commission issues a Report and Order each year, setting the new regulatory fee rates. Receive only earth stations are exempt from payment of regulatory fees.



**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION**

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Authorization Type: Renewal of License

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Report No. 325-00185

Thursday February 6, 2014

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The CW Network, LLC

Granted on February 6, 2014, subject to conditions, The CW Network, LLC "s ("The CW") renewal application for a 325 (c) permit to deliver widely-viewed television programs electronically to XETV, Tijuana, Baja California, Mexico for broadcast into the United States. Programming and Advertising sales services are provided to XETV by an affiliation agreement between the CW and Bay City Television.

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WASHINGTON D.C. 20554

News media information 202-418-0500
Internet: <http://www.fcc.gov> (or <ftp.fcc.gov>)
TTY (202) 418-2555

Report No. 325-00183

Monday September 30, 2013

Permit To Deliver Programs to Foreign Broadcast Stations

RE: Applications Accepted for Filing

The applications listed herein have been found, upon initial review, to be acceptable for filing. The Commission reserves the right to return any of the applications if, upon further examination, it is determined they are defective and not in conformance with the Commission's Rules and Regulations and its Policies.

INFORMATIVE

325-RWL-20130910-00005

The CW Network, LLC

Application for 325 (c) permit by The CW Network, LLC ("The CW") to renew authorization of its existing authority to deliver its widely-viewed television programs electronically to XETV, Tijuana, Baja California, Mexico for broadcast into the United States. Programming and Advertising sales services is provided to XETV by an affiliation agreement between The CW and Bay City Television, Inc.

Petitions to deny this application must reference the file number associated with the 325(c) application and be on file no later than 30 days from the date of the notice accepting this Application for filing. Guidelines for filings are available at: www.fcc.gov/osec. Filings can be sent by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail (although we continue to experience delays in receiving U.S. Postal Service mail). The Commission's contractor, Natek, Inc., will receive hand-delivered or messenger-delivered paper filings for the Commission's Secretary at 236 Massachusetts Avenue, N. E., Suite 110, Washington, D.C. 20002. The filing hours at this location are 8:00 a.m. to 7:00 p. m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of before entering the building. Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743. U.S. Postal Service first-class mail, Express Mail, and Priority Mail should be addressed to 445 12th Street, SW, Washington, D.C. 20554. All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission. In addition, please submit one copy of your petition to Janice Shields, FCC, International Bureau, Room 6-B418, 445 12th Street, SW, Washington, D.C. 20554.

For more information concerning this Notice, contact Janice Shields at (202) 418-2153; Janice.Shields@fcc.gov; TTY 202-418-2555.



EDWARDS WILDMAN PALMER LLP
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WASHINGTON, DC 20037
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edwardswildman.com

Arthur H. Harding

Partner
+1 202 939 7916
fax +1 888 325 9167
aharding@edwardswildman.com

PLEASE DATE STAMP
AND RETURN

US BANK/FCC SEP 10 2013

September 9, 2013

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

Re: The CW Network, LLC
Renewal Application for Permit to Deliver Programs to Foreign Broadcast
Station (FCC Form 308)

Dear Sir or Madam:

The CW Network, LLC (“The CW”) hereby submits an original and one copy of an application on FCC Form 308 for an extension of existing authority to deliver its widely-viewed television programs electronically to XETV, Tijuana, Baja California, Mexico for broadcast into the United States. The CW’s current permit to deliver programming to the station for broadcast into the United States expires on September 10, 2013 (File Number 325-NEW-20080703-00004). Attached to the application is a copy of the current affiliation agreement between The CW and Bay City Television, Inc., which provides programming and advertising sales services to XETV.

Also enclosed is FCC Form 159, Remittance Advice, which contains credit card information authorizing payment in the amount of \$95.00 to cover the requisite filing fee for the application.

Very truly yours,

Arthur H. Harding
Counsel for The CW Network, LLC

Enclosures

cc: Janice Shields/FCC

AM 23773651.2

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. (include area code)
The CW Network, LLC	3300 West Olive Ave.	Burbank, CA		91505	818-977-5000

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. (include area code)
Arthur H. Harding, Esq.	Edwards Wildman Palmer LLP 1255 23rd St. NW, Eighth Floor	Washington, DC		20037	202-478-7370

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

Individual Partnership Corporation Government Entity Other

If Other-specify:

Delaware Limited Liability Company - See Exhibit 1

4. Application is for:

New Authorization

FCC FILE NO. 325-NEW-20080703-00004

Extension of Existing Authority

5. If applicant is an individual, is applicant a citizen of the United States? D/N/A YES NO

6. If applicant is a partnership, are all partners citizens of the United States? D/N/A YES NO

7. If Applicant is a corporation: D/N/A

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 of 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

If the answer is Yes, give the name, nationality, and position of each, and give the total number of directors of the corporation.

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. ____ 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: D/N/A

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

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

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

9. a. What is applicant's principal business? See Exhibit 2

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. 3, 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

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:
CBS Broadcast Center, 524 W. 57th Street, New York, NY 10019, or other location in the New York Area
14. State ownership of originating facilities.
CBS Corporation
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.
By satellite, terrestrial microwave, fiber link, network area storage (computer network), or leased private or common carrier capacity.
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 4.
17. Attach as Exhibit No. 5 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. 6 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. 6 a detailed description of the nature and character of the programming proposed and the language to be employed.

CERTIFICATION

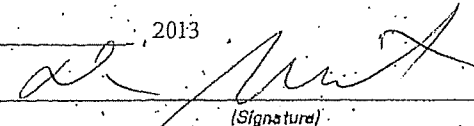
The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained 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 27th day of September, 2013

The CW Network, LLC

(Name of Applicant)

By



(Signature)

Vice President, Business Affairs

(Title)

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
1	3		
2	9(a)	All exhibits were prepared under the direction of Dennis Dort, Vice-President, Business Affairs.	
3,(A),(B)	9(b)		
4	16		
5	17		
6	18(a-b)		

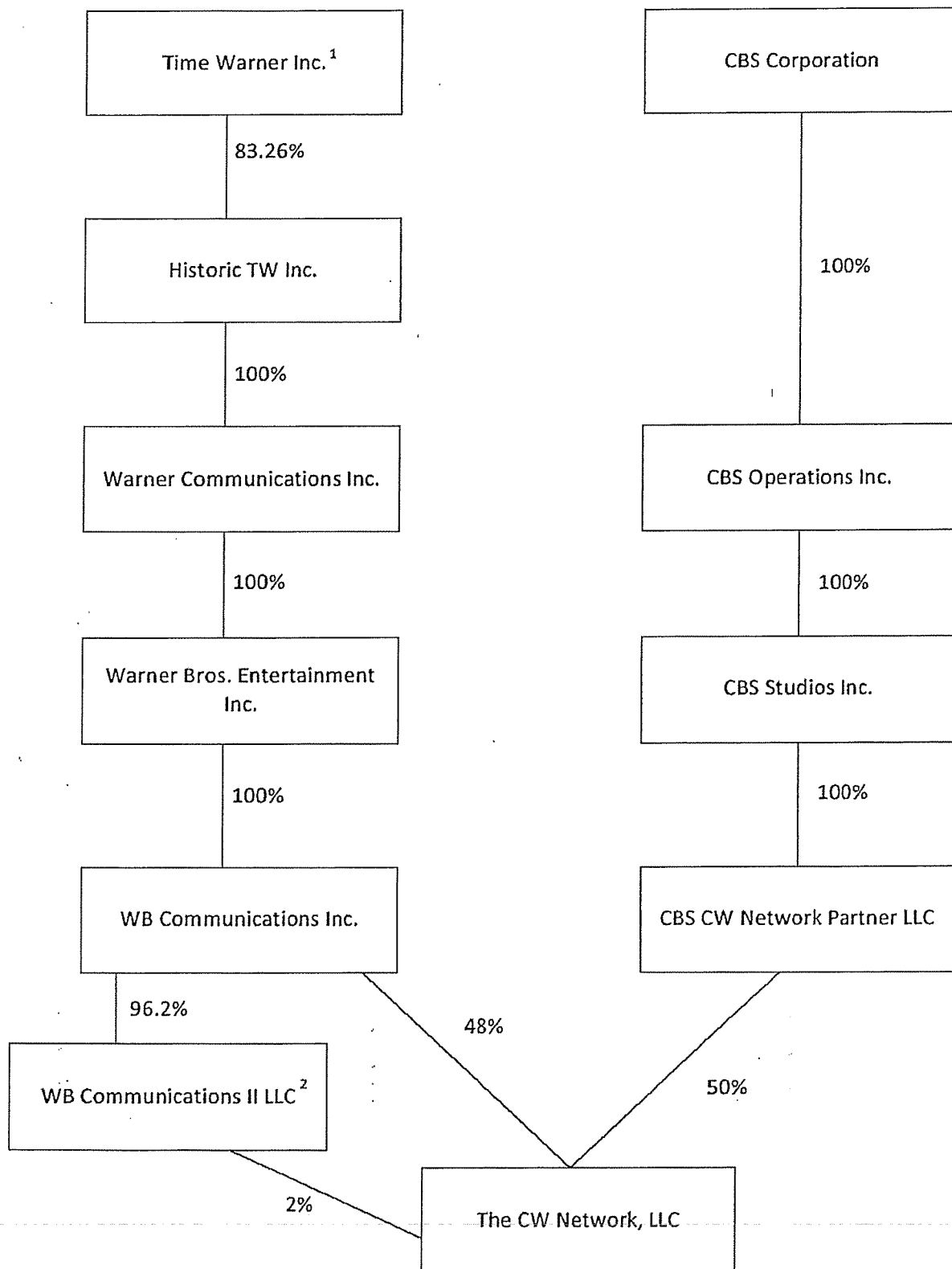
APPLICANT'S OWNERSHIP STRUCTURE/CITIZENSHIP

The CW Network, LLC ("The CW") is a Delaware limited liability company whose membership interests are held by its three members: 48% by WB Communications Inc., 2% by WB Communications II LLC, and 50% by CBS CW Network Partner LLC. As reflected on the attached chart, The CW is ultimately owned and controlled 50% each by Time Warner Inc. ("TWI") and CBS Corporation ("CBS"). Each of the entities depicted in boxes in the chart are U.S. companies, and the executive officers and directors of each such entity are U.S. citizens, except as noted below.

The CW is governed and directly controlled by its Board of Managers. Warner Bros. Entertainment Inc. ("WBEI"), an indirect, wholly-owned subsidiary of TWI, and CBS Studios Inc. ("CBS Studios"), an indirect, wholly-owned subsidiary of CBS, each have the right to designate two members of The CW's Board of Managers. The WBEI designees vote as a single class, and the CBS Studios designees vote as a single class. Each class has one vote.

TWI is a publicly-traded company that is controlled by its stockholders, none of whom in their individual capacities have greater than 10% equity or voting interest in TWI. No alien (or representative thereof), foreign government (or representative thereof), or any corporation organized under the laws of a foreign country, either individually or in the aggregate, owns or is able to vote more than one-fourth of the capital stock of TWI. Ten of the eleven members of the Board of Directors of TWI are U.S. citizens. The non-U.S. citizen serving on TWI's Board of Directors is Mr. Mathias Döpfner, a citizen of Germany. Five of the six executive officers of TWI are U.S. citizens. Mr. Olaf Olafsson, an Executive Vice President of TWI, is a citizen of Iceland.

CBS is a publicly-traded company that is controlled by a single-majority shareholder, National Amusements, Inc. ("NAI"), a U.S. company, through its approximate 58.1% voting interest. NAI is controlled by Mr. Sumner Redstone through the Sumner M. Redstone National Amusements Trust u/d/t dated June 28, 2002, which owns 80% of the voting interest of NAI. The Shari Ellin Redstone u/d/t dated October 19, 1999 owns 20% of the voting interest of NAI. No alien (or representative thereof), foreign government (or representative thereof), or any corporation organized under the laws of a foreign country, either individually or in the aggregate, owns or is able to vote more than one-fourth of the capital stock of CBS or NAI. All of the officers and directors of CBS and NAI are citizens of the U.S.



¹ The remaining interests of Historic TW Inc. are held by TWI's wholly-owned subsidiaries, Warner Communications Inc. (10.23%) and Turner Broadcasting System, Inc. (6.51%).

² Non-controlling interests in the aggregate of 3.8% of WB Communications II LLC are held by the following indirect, wholly-owned subsidiaries of TWI: Warner Bros. Entertainment Canada Inc., Warner Bros. Entertainment France S.A.S., Warner Bros. Entertainment GmbH, Warner Bros. Entertainment UK Limited, Warner Entertainment Japan Inc., and Warner Bros. Entertainment Australia Pty Limited.

APPLICANT'S PRINCIPAL BUSINESS

The CW Network, LLC ("The CW") is a national broadcast television network that was launched at the beginning of the Fall 2006 broadcast season. The CW's 2013-2014 schedule includes, among other things, a five-night, 10-hour prime time lineup featuring original programming such as *Arrow*, *The Vampire Diaries*, *Supernatural* and *America's Next Top Model*, as well as a one-hour weekday afternoon block and a five-hour Saturday morning animation block. As of December 31, 2012, The CW was carried by affiliated television stations covering approximately 95% of U.S. television households.

MEDIA INTERESTS

Time Warner Inc. ("TWI"), the parent company of members holding 50% of the membership interests in The CW Network, LLC ("The CW"), also is the ultimate parent company of Superstation, Inc., the licensee of WPCH-TV, Atlanta, Georgia (FIN: 64033).

Paul D. Wachter, a director of TWI, is a member of the Board of The Regents of the University of California, the licensee of the following noncommercial educational FM radio broadcast stations: KALX, Berkeley, CA (FIN: 68999); KCSB-FM, Santa Barbara, CA (FIN: 69081); KDVS, Davis, CA (FIN: 69345); KUCI, Irvine, CA (FIN: 55570); KUCR, Riverside, CA (FIN: 66318); and KZSC, Santa Cruz, CA (FIN: 66310).

Mathias Döpfner, a director of TWI, is the Chairman and CEO of Axel Springer AG, an integrated multimedia company based in Germany. Axel Springer AG holds minority participations in ten German radio broadcast stations:

Gary L. Ginsberg, an Executive Vice President of TWI, Historic TW Inc., and Warner Communications Inc., is a director of Townsquare Media, LLC, which holds attributable interests in the AM, FM, and FM Translator and Booster broadcast stations listed on the attached Exhibit 3(A).

Paul T. Cappuccio, an Executive Vice President of TWI, Historic TW Inc., and Warner Communications Inc., is a director of Central European Media Enterprises Ltd. ("CME"), a media and entertainment company operating in Central and Eastern Europe. According to CME's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on July 31, 2013, CME operates 35 television channels in the following countries: Bulgaria, Croatia, Czech Republic; Romania, Slovak Republic and Slovenia.

CBS Corporation ("CBS"), the ultimate parent company of the member holding the other 50% of the membership interests in The CW, holds attributable interests in the media properties covered by Item 9(b) as depicted on the attached Exhibit 3(B).

No directors or executive officers of the entities depicted in boxes in the chart attached to Exhibit 1 hold attributable interests in any media property covered by Item 9(b), other than as set forth in this Exhibit 3 or those interests attributable to TWI or CBS.

Exhibit 3(A) – Time Warner Inc. – Other Media Interests

Gary L. Ginsberg, an Executive Vice President of Time Warner Inc. is a director of Townsquare Media, LLC (“Townsquare”), which is the indirect parent of the licensees of the following stations as indicated in FCC File No. BALH-20130903ACH, *et seq.*, as of September 3, 2013:

CALL SIGN	COMMUNITY OF LICENSE	FACILITY ID
KEAN-FM	ABILENE, TX	54904
KEYJ-FM	ABILENE, TX	17804
KULL(FM)	ABILENE, TX	73681
KSLI(AM)	ABILENE, TX	54843
KMWX(FM)	ABILENE, TX	22158
KYYW(AM)	ABILENE, TX	40997
KATP(FM)	AMARILLO, TX	41433
KIXZ(AM)	AMARILLO, TX	9308
KXSS-FM	AMARILLO, TX	9306
KMXJ-FM	AMARILLO, TX	31463
KPRF(FM)	AMARILLO, TX	9307
KHLA(FM)	JENNINGS, LA	8169
KLCL(AM)	LAKE CHARLES, LA	53646
KJMH(FM)	LAKE ARTHUR, LA	22962
KNGT(FM)	LAKE CHARLES, LA	53643
KJEF(AM)	JENNINGS, LA	8168
KTSR(FM)	DE QUINCY, LA	71555
KLAW(FM)	LAWTON, OK	35045
KVRW(FM)	LAWTON, OK	2894
KZCD(FM)	LAWTON, OK	12791
KFMX-FM	LUBBOCK, TX	60799
KFYO(AM)	LUBBOCK, TX	61151
KKAM(AM)	LUBBOCK, TX	60798
KKCL(FM)	LORENZO, TX	1721
KQBR(FM)	LUBBOCK, TX	60800
KZII-FM	LUBBOCK, TX	61150
KVLL-FM	WELLS, TX	68130
KYKS(FM)	LUFKIN, TX	25582
KAFX-FM	DIBOLL, TX	18105
KSFA(AM)	NACOGDOCHES, TX	11741
KTBQ(FM)	NACOGDOCHES, TX	11740
KEEL(AM)	SHREVEPORT, LA	46983
KXKS-FM	SHREVEPORT, LA	46982
KRUF(FM)	SHREVEPORT, LA	60265
KVKI-FM	SHREVEPORT, LA	19560
KWKH(AM)	SHREVEPORT, LA	60266
KTUX(FM)	CARTHAGE, TX	35688
KKYR-FM	TEXARKANA, TX	7066
KOSY(AM)	TEXARKANA, AR	7072
KPWW(FM)	HOOKS, TX	65292
KYGL(FM)	TEXARKANA, AR	12312
KMJI(FM)	ASHDOWN, AR	7828

CALL SIGN	COMMUNITY OF LICENSE	FACILITY ID
KISX(FM)	WHITEHOUSE, TX	72661
KNUE(FM)	TYLER, TX	25585
KTYL-FM	TYLER, TX	35711
KKTX-FM	KILGORE, TX	48952
KIXS(FM)	VICTORIA, TX	25584
KLUB(FM)	BLOOMINGTON, TX	68301
KQVT(FM)	VICTORIA, TX	19434
KBZS(FM)	WICHITA FALLS, TX	52074
KNIN-FM	WICHITA FALLS, TX	43754
KWFS(AM)	WICHITA FALLS, TX	6639
KWFS-FM	WICHITA FALLS, TX	1722
KMHK(FM)	BILLINGS, MT	35370
KBUL(AM)	BILLINGS, MT	16772
KCTR-FM	BILLINGS, MT	16773
KKBR(FM)	BILLINGS, MT	16774
KCHH(FM)	WORDEN, MT	1315
K236AB(FX)	BILLINGS, MT	1316
KZMY(FM)	BOZEMAN, MT	72722
KISN(FM)	BELGRADE, MT	24172
KMMS-FM	BOZEMAN, MT	24171
KMMS(AM)	BOZEMAN, MT	24170
KPRK(AM)	LIVINGSTON, MT	37816
KXLB(FM)	LIVINGSTON, MT	30566
K254AL(FX)	LIVINGSTON, MT	11009
KKTL(AM)	CASPER, WY	86873
KRNK(FM)	CASPER, WY	7360
KRVK(FM)	VISTA WEST, WY	88406
KTRS-FM	CASPER, WY	26301
KTWO(AM)	CASPER, WY	11924
KWYY(FM)	MIDWEST, WY	26300
KIGN(FM)	BURNS, WY	56234
KGAB(AM)	ORCHARD VALLEY, WY	30224
KLEN(FM)	CHEYENNE, WY	5991
KKCB(FM)	DULUTH, MN	49686
KLDJ(FM)	DULUTH, MN	53999
WEBC(AM)	DULUTH, MN	49689
KBMX(FM)	PROCTOR, MN	4588
KCGY(FM)	LARAMIE, WY	14753
KOWB(AM)	LARAMIE, WY	24700
KYSS-FM	MISSOULA, MT	71759
KGVO(AM)	MISSOULA, MT	71751
KMPT(AM)	EAST MISSOULA, MT	71754
KBAZ(FM)	HAMILTON, MT	4700
KLYQ(AM)	HAMILTON, MT	4699
KGVO-FM	FRENCHTOWN, MT	166027
KENR(FM)	SUPERIOR, MT	88404
K252BM(FX)	SEELEY LAKE, MT	22911
KENR-FM1(FB)	MISSOULA, MT	133545

CALL SIGN	COMMUNITY OF LICENSE	FACILITY ID
KSEN(AM)	SHELBY, MT	67655
KZIN-FM	SHELBY, MT	68295
KEYW(FM)	PASCO, WA	68846
KFLD(AM)	PASCO, WA	16725
KOLW(FM)	BASIN CITY, WA	51128
KORD-FM	RICHLAND, WA	16726
KXRX(FM)	WALLA WALLA, WA	16727
KEZJ-FM	TWIN FALLS, ID	3403
KLIX(AM)	TWIN FALLS, ID	3404
KLIX-FM	TWIN FALLS, ID	3407
KSNQ(FM)	TWIN FALLS, ID	87843
KDBL(FM)	TOPPENISH, WA	64507
KATS(FM)	YAKIMA, WA	64397
KFFM(FM)	YAKIMA, WA	49723
KIT(AM)	YAKIMA, WA	64398
KIT-FM	NACHES, WA	88006
KUTI(AM)	YAKIMA, WA	49722
K232CV(FX)	ELLENSBURG, WA	64360
WCRZ(FM)	FLINT, MI	20446
WFNT(AM)	FLINT, MI	20447
WLCO(AM)	LAPEER, MI	14225
WQUS(FM)	LAPEER, MI	14224
WRCL(FM)	FRANKENMUTH, MI	78673
WWBN(FM)	TUSCOLA, MI	20448
WBKR(FM)	OWENSBORO, KY	67778
WDKS(FM)	NEWBURGH, IN	48710
WGBF(AM)	EVANSVILLE, IN	660
WGBF-FM	HENDERSON, KY	659
WJLT(FM)	EVANSVILLE, IN	36946
WKDQ(FM)	HENDERSON, KY	6871
WOMI(AM)	OWENSBORO, KY	67777
WQSH(FM)	MALTA, NY	6613
W256BU(FX)	ALBANY, NY	138552
WGNA-FM	ALBANY, NY	72118
WQBJ(FM)	COBLESKILL, NY	40769
WQBK-FM	RENSSELAER, NY	40767
WTMM-FM	MECHANICVILLE, NY	22004
KPEL-FM	BREAUX BRIDGE, LA	59288
KHXT(FM)	ERATH, LA	54650
KMDL(FM)	KAPLAN, LA	59289
KPEL(AM)	LAFAYETTE, LA	12682
KROF(AM)	ABBEVILLE, LA	275
KTDY(FM)	LAFAYETTE, LA	12674
WFGR(FM)	GRAND RAPIDS, MI	25837
WGRD-FM	GRAND RAPIDS, MI	55650
WLHT-FM	GRAND RAPIDS, MI	37457
WNWZ(AM)	GRAND RAPIDS, MI	55648
WTRV(FM)	WALKER, MI	72529

CALL SIGN	COMMUNITY OF LICENSE	FACILITY ID
KKPL(FM)	CHEYENNE, WY	54394
KMAX-FM	WELLINGTON, CO	84497
KTRR(FM)	LOVELAND, CO	50375
KUAD-FM	WINDSOR, CO	49538
KLZZ(FM)	WAITE PARK, MN	60492
KMXK(FM)	COLD SPRING, MN	73146
KXSS(AM)	WAITE PARK, MN	60493
KZRV(FM)	SARTELL, MN	59149
WJON(AM)	ST. CLOUD, MN	73144
WWJO(FM)	ST. CLOUD, MN	73145
WFRG-FM	UTICA, NY	50362
WIBX(AM)	UTICA, NY	168
WLZW(FM)	UTICA, NY	169
WODZ-FM	ROME, NY	72068
WBLK(FM)	DEPEW, NY	71215
WBUF(FM)	BUFFALO, NY	53699
WJYE(FM)	BUFFALO, NY	1915
WYRK(FM)	BUFFALO, NY	1908
KLAQ(FM)	EL PASO, TX	48670
KROD(AM)	EL PASO, TX	14908
KSII(FM)	EL PASO, TX	36949
WENJ(FM)	MILLVILLE, NJ	72981
WPGG(AM)	ATLANTIC CITY, NJ	10448
WFPG(FM)	ATLANTIC CITY, NJ	10449
WPUR(FM)	ATLANTIC CITY, NJ	54894
WKXW(FM)	TRENTON, NJ	53458
WSJO(FM)	EGG HARBOR CITY, NJ	57357
WADB(AM)	ASBURY PARK, NJ	14895
WCHR-FM	MANAHAWKIN, NJ	24934
WJLK(FM)	ASBURY PARK, NJ	14907
WOBM(AM)	LAKEWOOD TOWNSHIP, NJ	49295
WOBM-FM	TOMS RIVER, NJ	59508
WCHN(AM)	NORWICH, NY	13826
WDHI(FM)	DELHI, NY	16442
WBKT(FM)	NORWICH, NY	73139
WDLA-FM	WALTON, NY	16444
WDLA(AM)	WALTON, NY	16443
WIYN(FM)	DEPOSIT, NY	16441
WZOZ(FM)	ONEONTA, NY	66664
WKXZ(FM)	NORWICH, NY	13824
WDOS(AM)	ONEONTA, NY	68738
WSRK(FM)	ONEONTA, NY	68737
WTBD-FM	DELHI, NY	164165
W232AS(FX)	ONEONTA, NY	13823
W232AT(FX)	NORWICH, NY	13825
W257BE(FX)	HAMILTON, NY	79260
KKCN(FM)	BALLINGER, TX	10024
KKCN-FM1	SAN ANGELO, TX	124900

CALL SIGN	COMMUNITY OF LICENSE	FACILITY ID
KGKL(AM)	SAN ANGELO, TX	34464
KGKL-FM	SAN ANGELO, TX	34465
KELI(FM)	SAN ANGELO, TX	18180
KNRX(FM)	STERLING CITY, TX	37084
KNRX-FM1	SAN ANGELO, TX	124901
KHMO(AM)	HANNIBAL, MO	5205
KICK-FM	PALMYRA, MO	5203
WLIQ(AM)	QUINCY, IL	52576
KRRY(FM)	CANTON, MO	6807
KSDL(FM)	SEDALIA, MO	5206
KSIS(AM)	SEDALIA, MO	5202
KXKX(FM)	KNOB NOSTER, MO	5204
WJZN(AM)	AUGUSTA, ME	52604
WMME-FM	AUGUSTA, ME	52605
WEBB(FM)	WATERVILLE, ME	52608
WTVL(AM)	WATERVILLE, ME	52607
WEZQ(FM)	BANGOR, ME	17673
WQCB(FM)	BREWER, ME	9284
WWMJ(FM)	ELLSWORTH, ME	17670
WBZN(FM)	OLD TOWN, ME	18535
WDEA(AM)	ELLSWORTH, ME	17671
WAAL(FM)	BINGHAMTON, NY	7920
WHWK(FM)	BINGHAMTON, NY	72373
WNBF(AM)	BINGHAMTON, NY	72372
WYOS(AM)	BINGHAMTON, NY	7921
WWYL(FM)	CHENANGO BRIDGE, NY	7663
KACL(FM)	BISMARCK, ND	15967
KBYZ(FM)	BISMARCK, ND	43221
KKCT(FM)	BISMARCK, ND	31176
KLXX(AM)	BISMARCK-MANDAN, ND	43223
KUSB(FM)	HAZELTON, ND	162267
KKNN(FM)	DELTA, CO	47114
KEKB(FM)	FRUITA, CO	30431
KBKL(FM)	GRAND JUNCTION, CO	30430
KEXO(AM)	GRAND JUNCTION, CO	47113
KMXY(FM)	GRAND JUNCTION, CO	5550
KOOC(FM)	BELTON, TX	60092
KTEM(AM)	TEMPLE, TX	63200
KSSM(FM)	COPPERAS COVE, TX	10054
KUSJ(FM)	HARKER HEIGHTS, TX	60803
KLTD(FM)	TEMPLE, TX	53647
WFHN(FM)	FAIRHAVEN, MA	10453
WBSM(AM)	NEW BEDFORD, MA	10452
KMND(AM)	MIDLAND, TX	28201
KNFM(FM)	MIDLAND, TX	28202
KZBT(FM)	MIDLAND, TX	35880
KBAT(FM)	MONAHANS, TX	48433
KODM(FM)	ODESSA, TX	48435

CALL SIGN	COMMUNITY OF LICENSE	FACILITY ID
KRIL(AM)	ODESSA, TX	12080
KGEE(FM)	PECOS, TX	76852
WFFN(FM)	COALING, AL	54797
WDGM(FM)	GREENSBORO, AL	86803
WTUG-FM	NORTHPORT, AL	54796
WBEI(FM)	REFORM, AL	67577
WTSK(AM)	TUSCALOOSA, AL	54795
WBPW(FM)	PRESQUE ISLE, ME	22184
WOZI(FM)	PRESQUE ISLE, ME	41007
WQHR(FM)	PRESQUE ISLE, ME	9422
KKLS-FM	SIOUX FALLS, SD	61324
KMXC(FM)	SIOUX FALLS, SD	64711
KSOO(AM)	SIOUX FALLS, SD	64710
KXRB(AM)	SIOUX FALLS, SD	61322
KIKN-FM	SALEM, SD	61328
KYBB(FM)	CANTON, SD	15308
KDEZ(FM)	BRANDON, SD	166031
KSOO-FM	LENNOX, SD	162271

Townsquare Media Victoria, LLC, the parent of the licensee of KIXS, KLUB and KQVT and a subsidiary of Townsquare, also programs KTXN-FM, Victoria, TX, Facility No. 13984, pursuant to a local marketing agreement.

Townsquare Media Tuscaloosa, LLC, the parent of the licensee of WFFN, WGDM, WTUG-FM, WBEI and WTSK, has a joint sales agreement with the licensee of WJRD(AM), Tuscaloosa, AL, Facility No. 24384.

An application is pending for consent to assign the construction permit for FM translator station W262CF, Pleasantville, NJ, Facility No. 145806 to Townsquare Media Atlantic City License, LLC, the licensee of WFGP, WPGG and WPUR (*see* File No. BAPFT-20130731AKG).

On September 3, 2013, applications were filed seeking Commission consent to the assignment of the licenses of and/or transfer of control of the licensees of following stations to subsidiaries of Townsquare:

Call Sign	Community of License	Facility ID No.
WBCK-FM	BATTLE CREEK, MI.	37461
WBXX(FM)	MARSHALL, MI.	37463
KDAT(FM)	CEDAR RAPIDS, IA	54165
KHAK(FM)	CEDAR RAPIDS, IA	54163
KRNA(FM)	IOWA CITY, IA	35555
WINE(AM)	BROOKFIELD, CT	15389
WRKI(FM)	BROOKFIELD, CT	15391
WDBY(FM)	PATTERSON, NY	67815
WDBY-FM1	BROOKFIELD, CT	128387
WPUT(AM)	BREWSTER, NY	67814
KDHL(AM)	FARIBAULT, MN	54634
KQCL(FM)	FARIBAULT, MN	54628

Call Sign	Community of License	Facility ID No.
KRFO(AM)	OWATONNA, MN	30121
KRFO-FM	OWATONNA, MN	30125
WKFR-FM	BATTLE CREEK, MI	14658
W273AR(FX)	PAW PAW, MI	148903
WRKR(FM)	PORTAGE, MI	14657
WKMI(AM)	KALAMAZOO, MI	14659
WJIM-FM	LANSING, MI	17386
WJIM(AM)	LANSING, MI	17382
WVFN(AM)	EAST LANSING, MI	24638
WMMQ(FM)	EAST LANSING, MI	24641
WFMK(FM)	EAST LANSING, MI	37460
WITL-FM	LANSING, MI	46706
WBLM(FM)	PORTLAND, ME	22878
WCYY(FM)	BIDDEFORD, ME	22880
WJBQ(FM)	PORTLAND, ME	3134
WHOM(FM)	MOUNT WASHINGTON, NH	49687
WOKQ(FM)	DOVER, NH	22887
WSAK(FM)	HAMPTON, NH	12155
WSHK(FM)	KITTERY, ME	4380
WPKQ(FM)	NORTH CONWAY, NH	48401
KQCS(FM)	BETTENDORF, IA	19791
KBOB-FM	DE WITT, IA	12234
KJOC(AM)	DAVENPORT, IA	13662
KBEA-FM	MUSCATINE, IA	13666
WXLPM(FM)	MOLINE, IL	13663
KOLM(AM)	ROCHESTER, MN	50288
KROC(AM)	ROCHESTER, MN	61321
KROC-FM	ROCHESTER, MN	61323
KWWK(FM)	ROCHESTER, MN	50289
KYBA(FM)	STEWARTVILLE, MN	67336
KDCZ(FM)	EYOTA, MN	162261
KDZZ(FM)	ST. CHARLES, MN	56252
KFIL-FM	CHATFIELD, MN	34428
KFIL(AM)	PRESTON, MN	34429
KVGO(FM)	SPRING VALLEY, MN	54631
WROK(AM)	ROCKFORD, IL	48987
WZOK(FM)	ROCKFORD, IL	48986
WKGL-FM	LOVES PARK, IL	38638
WXXQ(FM)	FREEMONT, IL	63137
KOEL(AM)	OELWEIN, IA	28475
KLYV(FM)	DUBUQUE, IA	12717
KXGE(FM)	DUBUQUE, IA	29127
WDBQ-FM	GALENA, IL	30617
WJOD(FM)	ASBURY, IA	34596
WDBQ(AM)	DUBUQUE, IA	12705
WEOK(AM)	POUGHKEEPSIE, NY	71513
WCZX(FM)	HYDE PARK, NY	4587
WPDH(FM)	POUGHKEEPSIE, NY	71514

Call Sign	Community of License	Facility ID No.
WRRB(FM)	ARLINGTON, NY	10780
WKXP(FM)	KINGSTON, NY	27395
WKNY(AM)	KINGSTON, NY	10782
WZAD(FM)	WURTSBORO, NY	74285
WRRV(FM)	MIDDLETOWN, NY	3136
WALL(AM)	MIDDLETOWN, NY	3137
WPDA(FM)	JEFFERSONVILLE, NY	3655
KAWO(FM)	BOISE, ID	63916
KCIX(FM)	GARDEN CITY, ID	13750
KFXD(AM)	BOISE, ID	63915
KIDO(AM)	NAMPA, ID	17396
KSAS-FM	CALDWELL, ID	63920
KXLT-FM	EAGLE, ID	18049

At the closing of the proposed transactions, a subsidiary of Townsquare will assume Cumulus Broadcasting LLC's TBA for KRQN(FM), Vinton, IA, Facility No. 89113.

Exhibit 3(B) – CBS Corporation – Other Media Interests

LICENSEE	FAC. ID NO.	CALL SIGN	CITY OF LICENSE	SERVICE
CBS Television Licenses LLC ¹	25456	WBZ-TV	Boston, MA	DT
	25455	WJZ-TV	Baltimore, MD	DT
	73982	WSBK-TV	Boston, MA	DT
CBS Operations Inc. ²	74112	WTOG	St. Petersburg, FL	DT
	70416	WBXI-CA	Indianapolis, IN	Class A TV
	74113	W23CN-D	Sebring, FL	LD
	74116	W26DP-D	Inverness, FL	LD
The CW Television Stations Inc. ³	23428	KSTW	Tacoma, WA	DT
Sacramento Television Stations Inc. ⁴	51499	KMAX-TV	Sacramento, CA	DT
	56550	KOVR	Stockton, CA	DT
Atlanta Television Station WUPA Inc. ⁵	6900	WUPA	Atlanta, GA	DT
Miami Television Station WBFS Inc. ⁶	12497	WBFS-TV	Miami, FL	DT
Philadelphia Television Station WPSG Inc. ⁷	12499	WPSG	Philadelphia, PA	DT
Detroit Television Station WKBD Inc. ⁸	51570	WKBD-TV	Detroit, MI	DT
Television Station KTXA Inc. ⁹	51517	KTXA	Fort Worth, TX	DT
Pittsburgh Television Station WPCW Inc. ¹⁰	69880	WPCW	Jeanette, PA	DT
Los Angeles Television Station KCAL LLC ¹¹	21422	KCAL-TV	Los Angeles, CA	DT

¹ CBS Corporation (“CBS Corp.”) is the sole member of CBS Television Licenses LLC. CBS Corp. is ultimately controlled by Sumner Redstone through National Amusements, Inc.

² CBS Operations Inc. (“COP”) is a wholly-owned subsidiary of CBS Corp.

³ The CW Televisions Stations Inc. is a wholly-owned subsidiary of COI.

⁴ Sacramento Television Stations Inc. is a wholly-owned subsidiary of COI and CBS Radio Inc. of Los Angeles.

⁵ Atlanta Television Station WUPA Inc. is a wholly-owned subsidiary of COI.

⁶ Miami Television Station WBFS Inc. is a wholly-owned subsidiary of COI.

⁷ Philadelphia Television Station WPSG Inc. is a wholly-owned subsidiary of COI.

⁸ COI owns 99% of the equity of Detroit Television Station WKBD Inc.

⁹ Television Station KTXA Inc. is a wholly-owned subsidiary Detroit Television Station WKBD Inc.

¹⁰ Pittsburgh Television Station WPCW Inc. is a wholly-owned subsidiary of Detroit Television Station WKBD Inc.

¹¹ Los Angeles Television Station KCAL LLC (“Los Angeles Television”) is a limited liability company, the sole member of which is AM 22658949.1

Other Media Interests

LICENSEE	FAC. ID NO.	CALL SIGN	CITY OF LICENSE	SERVICE
San Francisco Television Station KBCW Inc. ¹²	69619	KBCW	San Francisco, CA	DT
CBS Broadcasting Inc. ¹³	9628 9632 9640 25454 25452 25453 9617 9610 9629 72123	KCBS-TV KCCO-TV ¹⁴ KCCW-TV ¹⁵ KDKA-TV KPIX-TV KYW-TV WBBM-TV WCBS-TV WCCO-TV WWJ-TV	Los Angeles, CA Alexandria, MN Walker, MN Pittsburgh, PA San Francisco, CA Philadelphia, PA Chicago, IL New York, NY Minneapolis, MN Detroit, MI	DT DT DT DT DT DT DT DT DT DT
CBS Stations Group of Texas Inc. (f/k/a CBS Dallas Media, Inc.) ¹⁶	23422	KTVT	Ft. Worth, TX	DT
CBS Television Stations Inc. ¹⁷	47903 47902	KCNC-TV WFOR-TV	Denver, CO Miami, FL	DT DT
CBS LITV LLC ¹⁸	73206	WLNY-TV	Riverhead, NY	DT
CBS Radio Media Corporation ¹⁹	9642 9641	WCCO KMNB	Minneapolis, MN Minneapolis, MN	AM FM

Westinghouse CBS Holding Company, Inc. ("Westinghouse CBS"), which is a wholly-owned subsidiary of CBS Corp.

¹² San Francisco Television Station KBCW Inc. is a wholly-owned subsidiary of Detroit Television Station WKBD Inc.

¹³ CBS Broadcasting Inc. is wholly-owned by Westinghouse CBS. CBS Corp. owns 100% of the voting stock of Westinghouse CBS.

¹⁴ KCCO-TV is operated as a satellite station of WCCO-TV.

¹⁵ KCCW-TV is operated as a satellite station of WCCO-TV.

¹⁶ CBS Stations Group of Texas Inc. is a wholly-owned subsidiary of CBS Corp.

¹⁷ CBS Television Stations Inc. is a wholly-owned subsidiary of CBS Broadcasting Inc. CBS Broadcasting Inc. is a wholly-owned subsidiary of Westinghouse CBS.

¹⁸ The sole member of CBS LITV LLC is CBS Radio Stations Inc.

¹⁹ CBS Radio Media Corporation ("CBS Radio Media") is a wholly-owned subsidiary of CBS Radio Inc., which is a wholly-owned subsidiary of CBS Broadcasting Inc.

Other Media Interests

LICENSEE	FAC. ID NO.	CALL SIGN	CITY OF LICENSE	SERVICE
CBS Radio East Inc. ²⁰	9637	KCBS	San Francisco, CA	AM
	25443	KDKA	Pittsburgh, PA	AM
	9638	KMOX	St. Louis, MO	AM
	9616	KNX	Los Angeles, CA	AM
	25458	KZDG	San Francisco, CA	AM
	25441	KYW	Philadelphia, PA	AM
	63775	WAOK	Atlanta, GA	AM
	9631	WBBM	Chicago, IL	AM
	25444	WBZ	Boston, MA	AM
	9636	WCBS	New York, NY	AM
	28617	WFAN	New York, NY	AM
	25451	WINS	New York, NY	AM
	9634	WPHT	Philadelphia, PA	AM
	25445	WSCR	Chicago, IL	AM
	9621	WWJ	Detroit, MI	AM
	9612	KCBS-FM	Los Angeles, CA	FM
	18510	KITS	San Francisco, CA	FM
	18524	KITS-FM1	Walnut Creek, CA	FB
	18521	KITS-FM2	Pleasanton, CA	FB
	18519	KITS-FM3	San Francisco, CA	FB
	18526	KITS-FM4	Antioch, CA	FB
	9624	KLLC	San Francisco, CA	FM
	9633	KLLC-FM1	San Ramon/Dublin, CA	FB
	178408	KLLC-FM2	Pleasanton, CA	FB
	25075	KAMP-FM	Los Angeles, CA	FM
	28631	KRTH	Los Angeles, CA	FM
	25437	KTWV	Los Angeles, CA	FM
	9619	WIAD	Bethesda, MD	FM
	9613	WBBM-FM	Chicago, IL	FM
	9611	WCBS-FM	New York, NY	FM
	67846	WFAN-FM	New York, NY	FM
	72177	WNEW-FM	Bowie, MD	FM
	9618	WXYT-FM	Detroit, MI	FM
	25442	WWFS	New York, NY	FM
	9639	WODS	Boston, MA	FM
	9622	WOGL	Philadelphia, PA	FM
	63776	WVEE	Atlanta, GA	FM
	25448	WDZH	Detroit, MI	FM
	58579	WNOW-FM	New York, NY	FM
	16853	WXRT	Chicago, IL	FM
28628	WIP-FM	Philadelphia, PA	FM	
CBS Radio Inc. of Atlanta ²¹	13805	WZGC	Atlanta, GA	FM
CBS Radio Inc. of Boston ²²	13806	WZLX	Boston, MA	FM

²⁰ CBS Radio East Inc. is a wholly-owned subsidiary of CBS Radio East Holdings Corporation, itself a wholly-owned subsidiary of CBS Radio Media.

²¹ CBS Radio Inc. of Atlanta is a wholly-owned subsidiary of CBS Radio Media.

²² CBS Radio Inc. of Boston is a wholly-owned subsidiary of CBS Radio Media.

Other Media Interests

LICENSEE	FAC. ID NO.	CALL SIGN	CITY OF LICENSE	SERVICE
CBS Radio Inc. of Chicago ²³	28620	WUSN	Chicago, IL	FM
CBS Radio Inc. of Detroit ²⁴	28627	WXYZ	Detroit, MI	AM
CBS Radio Inc. of Florida ²⁵	28619	WQYK-FM	St. Petersburg, FL	FM
CBS Radio Inc. of Illinois ²⁶	28621	WJMK	Chicago, IL	FM
CBS Radio Inc. of Los Angeles ²⁷	28622 180881	KROQ-FM KROQ-FM1	Pasadena, CA Santa Clarita, CA	FM FB
CBS Radio Inc. of Maryland ²⁸	28632	WPGC-FM	Morningside, MD	FM
CBS Radio Inc. of Michigan ²⁹	28623 1089	WOMC WYCD	Detroit, MI Detroit, MI	FM FM
CBS Radio Inc. of Philadelphia ³⁰	28626	WIP	Philadelphia, PA	AM
CBS Radio Inc. of Tampa ³¹	28629	WHFS	Seffner, FL	AM
CBS Radio Inc. of Washington, D.C. ³²	28625	WJFK-FM	Manassas, VA	FM
CBS Radio Holdings Corp. of Orlando ³³	71283	WCFS-FM	Elmwood Park, IL	FM
CBS Radio KMVQ-FM, Inc. ³⁴	1084 1090	KMVQ-FM KMVQ-FM3	San Francisco, CA Walnut Creek, CA	FM FB

²³ CBS Radio Inc. of Chicago is a wholly-owned subsidiary of CBS Radio Media.

²⁴ CBS Radio Inc. of Detroit is a wholly-owned subsidiary of CBS Radio Media.

²⁵ CBS Radio Inc. of Florida is a wholly-owned subsidiary of CBS Radio Media.

²⁶ CBS Radio Inc. of Illinois is a wholly-owned subsidiary of CBS Radio Media.

²⁷ CBS Radio Inc. of Los Angeles is a wholly-owned subsidiary of CBS Radio Media.

²⁸ CBS Radio Inc. of Maryland is a wholly-owned subsidiary of CBS Radio Media.

²⁹ CBS Radio Inc. of Michigan is a wholly-owned subsidiary of CBS Radio Media.

³⁰ CBS Radio Inc. of Philadelphia is a wholly-owned subsidiary of CBS Radio Media.

³¹ CBS Radio Inc. of Tampa is a wholly-owned subsidiary of CBS Radio Media.

³² CBS Radio Inc. of Washington, D.C. is a wholly-owned subsidiary of CBS Radio Media.

³³ CBS Radio Holdings Corp. of Orlando is a wholly-owned subsidiary of CBS Radio Media.

³⁴ CBS Radio KMVQ-FM, Inc., is a wholly-owned subsidiary of CBS Radio Inc. of Northern California, which is a wholly-owned subsidiary of CBS Radio Inc. of Los Angeles, which is a wholly-owned subsidiary of CBS Radio Media.

Other Media Interests

LICENSEE	FAC. ID NO.	CALL SIGN	CITY OF LICENSE	SERVICE
CBS Radio Texas Inc. ³⁵	25450	KIKK	Pasadena, TX	AM
	25440	KILT	Houston, TX	AM
	59820	KRLD	Dallas, TX	AM
	25449	KKHH	Houston, TX	FM
	25439	KILT-FM	Houston, TX	FM
	63779	KJKK	Dallas, TX	FM
	1087	KRLD-FM	Dallas, TX	FM
	67195	KLUV	Dallas, TX	FM
	23440	KMVK	Fort Worth, TX	FM
	28624	KVIL	Dallas, TX	FM
CBS Radio WLIF, Inc. ³⁶	28637	WLIF	Baltimore, MD	FM
CBS Radio WLIF-AM, Inc. ³⁷	28636	WJZ	Baltimore, MD	AM
CBS Radio WPGC(AM), Inc. ³⁸	28638	WJFK	Morningside, MD	AM
Infinity Broadcasting Corporation ³⁹	26897	WBMX	Boston, MA	FM
The Audio House, Inc. ⁴⁰	54425	KZJK	St. Louis Park, MN	FM

³⁵ CBS Radio Texas Inc. is a wholly-owned subsidiary of CBS Radio Inc.

³⁶ CBS Radio WLIF, Inc., is a wholly-owned subsidiary of CBS Radio Inc. of Baltimore, which is wholly-owned by CBS Radio Inc. of Maryland, itself a wholly-owned subsidiary of CBS Radio Media.

³⁷ CBS Radio WLIF-AM, Inc., is a wholly-owned subsidiary of CBS Radio Inc. of Baltimore, which is wholly-owned by CBS Radio Inc. of Maryland, itself a wholly-owned subsidiary of CBS Radio Media.

³⁸ CBS Radio WPGC(AM), Inc., is a wholly-owned subsidiary of CBS Radio Inc. of Maryland, itself a wholly-owned subsidiary of CBS Radio Media.

³⁹ Infinity Broadcasting Corporation is a wholly-owned subsidiary of CBS Radio Media.

⁴⁰ The Audio House, Inc. is a wholly-owned subsidiary of CBS Radio Media.

Other Media Interests

LICENSEE	FAC. ID NO.	CALL SIGN	CITY OF LICENSE	SERVICE
CBS Radio Stations Inc. ⁴¹	72716	KRAK	Hesperia, CA	AM
	47745	KXST	North Las Vegas, NV	AM
	33068	KXNT	North Las Vegas, NV	AM
	66464	WTIC	Hartford, CT	AM
	1241	KFRG	San Bernardino, CA	FM
	20897	KFRC-FM	San Francisco, CA	FM
	178412	KFRC-FM1	Pleasanton, CA	FB
	47744	KLUC-FM	Las Vegas, NV	FM
	59965	KMLE	Chandler, AZ	FM
	51676	KMXB	Henderson, NV	FM
	12560	KXNT-FM	Henderson, NV	FM
	13506	KOOL-FM	Phoenix, AZ	FM
	59816	KEGY	San Diego, CA	FM
	72717	KVFG	Victorville, CA	FM
	63912	KXFG	Sun City, CA	FM
	2100	KXTE	Pahrump, NV	FM
	72116	KYMX	Sacramento, CA	FM
	51671	KYXY	San Diego, CA	FM
	63913	KZON	Phoenix, AZ	FM
	65481	KZZO	Sacramento, CA	FM
	1901	WBZ-FM	Boston, MA	FM
	28525	WDOK	Cleveland, OH	FM
	73137	WJHM	Daytona Beach, FL	FM
	18527	WHFS-FM	Holmes Beach, FL	FM
	10138	WOCL	Deland, FL	FM
	47746	WOMX-FM	Orlando, FL	FM
	66465	WTIC-FM	Hartford, CT	FM
	74196	WWMX	Baltimore, MD	FM
	74473	WKRK-FM	Cleveland Heights, OH	FM
	1916	WJZ-FM	Catonsville, MD	FM
	18512	WYUU	Safety Harbor, FL	FM
	1900	WZMX	Hartford, CT	FM
	72889	WQAL	Cleveland, OH	FM
	11943	WRBQ-FM	Tampa, FL	FM
	1910	WRCH	New Britain, CT	FM
	51987	WLLD	Lakeland, FL	FM
	41390	WNCX	Cleveland, OH	FM
	20352	KHTK	Sacramento, CA	AM
	6387	KFNQ	Seattle, WA	AM
	53974	WFNZ	Charlotte, NC	AM
	87037	WBCN	Charlotte, NC	Expanded band AM
13507	KEZK-FM	St. Louis, MO	FM	
11747	KEZN	Palm Desert, CA	FM	
20356	KMPS-FM	Seattle, WA	FM	
20353	KNCI	Sacramento, CA	FM	
20358	KYKY	St. Louis, MO	FM	
1091	KJAQ	Seattle, WA	FM	
20357	KZOK-FM	Seattle, WA	FM	

⁴¹ CBS Radio Stations Inc. is a subsidiary of CBS Radio Media.

Other Media Interests

LICENSEE	FAC. ID NO.	CALL SIGN	CITY OF LICENSE	SERVICE
CBS Radio Stations Inc. (continued)	6587	WBAV-FM	Gastonia, NC	FM
	20350	KDKA-FM	Pittsburgh, PA	FM
	18525	WDSY-FM	Pittsburgh, PA	FM
	53975	WNKS	Charlotte, NC	FM
	6586	WPEG	Concord, NC	FM
	20339	WSOC-FM	Charlotte, NC	FM
	20338	WKQC	Charlotte, NC	FM
	20351	WBZZ	New Kensington, PA	FM
	35073	KLOL	Houston, TX	FM
47749	KHMX	Houston, TX	FM	
CBS Radio of Sacramento Inc. ⁴²	59598	KSFM	Woodland, CA	FM
CBS Radio Annapolis LLC ⁴³	20983	WLZL	Annapolis, MD	FM
Viacom International Inc. ⁴⁴	18741	KVMM-CD	Santa Barbara, CA	DC
Caballero Acquisition LLC ⁴⁵	38562	KGBS-CA	Austin, TX	Class A TV
	167842	KGBS-LD†	Austin, TX	LD
	17830	KGMM-CA	San Antonio, TX	Class A TV
	167841	KGMM-LD†	San Antonio, TX	LD
	18740	KZMM-CD	Fresno, CA	DC
	30977	KMMC-LD	San Francisco, CA	LD
	167838	KMMD-CD	Salinas, CA	DC
	58616	KMMA-CD	San Luis Obispo, CA	DC
	18736	KMUM-CA	Sacramento, CA	Class A TV
	18744	KMMW-LD	Stockton, CA	LD
167844	KQMM-CD	Santa Maria, CA	DC	

⁴² CBS Radio of Sacramento Inc. is a wholly-owned subsidiary of CBS Radio Stations Inc.

⁴³ The sole member of CBS Radio Annapolis LLC is CBS International Inc., which is indirectly wholly-owned by CBS Corp.

⁴⁴ Viacom International Inc. ("Viacom International") is a wholly-owned subsidiary of Viacom Inc., which is ultimately controlled by Sumner Redstone through National Amusements Inc.

⁴⁵ The sole member of Caballero Acquisition LLC is Viacom International.

† Construction permits.

Application for Permit to Deliver Programs to Foreign Broadcast Station

FCC Form 308

Item 16

Exhibit 4

PROGRAM DELIVERY

Programs will be delivered to commercial television station XETV, Tijuana, Baja California, Mexico, licensed to Radio y Television, S.A. de C.V., a subsidiary of Mexican corporation Grupo Televisa, S.A.B. ("Grupo Televisa"). XETV operates in analog mode on channel 6 at 100kW maximum visual effective radiated power and in digital mode on channel 23 at 403kW maximum visual effective radiated power from Mount San Antonio, Tijuana. Pursuant to an agreement on file at the Commission, a separate subsidiary of Grupo Televisa, Bay City Television, Inc. ("Bay City"), a California corporation, is the programming and sales representative of XETV. An application for the renewal of Bay City's existing authority to transmit programming electronically to XETV for broadcast into the U.S. was granted on July 9, 2013 for a five year period expiring on July 9, 2018 (FCC File No. 325-RWL-20130430-00001).

LEGAL RELATIONSHIP

Since August 1, 2008, pursuant to an agreement between the applicant, The CW Network, LLC ("The CW") and Bay City Television, Inc. ("Bay City"), that was filed with the Commission on July 22, 2008 (FCC File No. 325-NEW-20090703-00004), The CW has delivered programming to XETV. The CW and Bay City, which, as indicated in Exhibit 4, provides programming and advertising sales services to XETV, have completed negotiations on an agreement whereby The CW will continue to deliver programming to XETV. That Station Affiliation Agreement (with confidential proprietary information redacted) is attached to this Application.

NATURE OF THE PROGRAMMING

The CW Network, LLC ("The CW") intends to deliver a total of approximately 20 hours per week of English-language programming to be broadcast on XETV, 52 weeks per year, pursuant to the attached Station Affiliation Agreement. All programming will be in English and is intended to serve San Diego, California and the surrounding area.

Specifically, for the 2013-2014 season, approximately 10 hours of programming will be delivered during weekday "prime time" hours, approximately 5 hours of programming per week will be delivered during weekday afternoons, and approximately 5 hours of programming will be delivered each Saturday morning. The CW's prime time schedule for the 2013-2014 season includes such popular series as *Arrow*, *Supernatural*, *The Vampire Diaries* and *America's Next Top Model*. The CW's Saturday morning programming for the 2013-2014 season includes such popular shows as *Yu-Gi-Oh!* and *Justice League Unlimited*.

**The CW Network
Station Affiliation Agreement**

This Affiliation Agreement (the "Agreement"), is entered into as of September 1, 2012, by The CW Network, LLC, a Delaware limited liability company, located at 3300 W. Olive Avenue, Third Floor, Burbank, California 91505 ("The CW") and Bay City Television, Inc. ("Broadcaster"), a California corporation located at 8253 Ronson Road, San Diego, California 92111. Broadcaster is a wholly owned subsidiary of Grupo Televisa, S.A.B. ("Televisa"). Broadcaster warrants and represents that it has the legal right and authority from Radio Television, S.A. ("RTSA"), an indirect wholly owned subsidiary of Televisa, and the license holder of the primary digital channel, channel 6.1, of television station XETV, Tijuana, Baja California, Mexico ("Station"), to serve the community of Tijuana, Mexico (the "Licensed Community"), and whose coverage area includes the Designated Market Area of San Diego ("DMA"), as defined by Nielsen Media Research. Station is licensed by the Secretaría de Comunicaciones y Transportes, an agency of the Mexican Government ("SCT").

1. Licensed Rights

1.1. Telecast Rights

Subject to the terms of this Agreement, The CW hereby grants to Broadcaster, and Broadcaster accepts, an exclusive license to telecast the "CW Programs" (as defined below) in the English language only over the television broadcast facilities of Station in the DMA. (As used herein, an "Affiliate" of The CW is any broadcaster granted such a license subject to substantially similar terms as those set forth herein.) Broadcaster will be the CW's exclusive Affiliate within the DMA.

1.2. Reserved Rights

The CW reserves all rights that The CW may have that are not expressly licensed to Broadcaster hereunder ("Reserved Rights"). As between Broadcaster and The CW, The CW may freely exploit the Reserved Rights without restriction except as otherwise expressly provided in this Agreement.

2. CW Programs

2.1. The Programs

The television programs licensed to Broadcaster hereunder are all of the television programs (including all intellectual property rights contained therein belonging to The CW and licensed herein) delivered by The CW to Affiliates for telecast on a network basis during the Agreement Term (collectively, the "CW Programs" and "CW Programming").

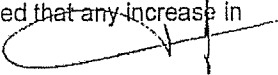
2.2. Time Periods

The CW currently intends to deliver CW Programs to be telecast during the following time periods:

Prime Time Programs:	Monday through Friday, 8-10 p.m. ET/PT
Non-Prime Programs:	Monday through Friday, 3-4 p.m. local time and Saturday 7 a.m.-12 noon. local time

2.3. CW Program Schedule Changes

The CW may change its broadcast schedule in its discretion provided that any increase in



the number of hours regularly programmed by The CW must be limited as set forth below. The CW will provide not less than one year prior written notice of each such increase. The expansion of The CW's schedule into any time period programmed by Broadcaster will be subject to Broadcaster's reasonable opinion and any preexisting third party contractual time period commitments or to any existing local news.

Prime Time Programs:	Saturday 8-10 p.m. ET/PT
Non-Prime Programs:	Monday through Friday, 7-9 a.m. local time, Monday through Friday 11 p.m.- 12 midnight ET/PT

2.4. CW Discretion

Nothing in this Agreement will be construed to prevent or hinder The CW in its sole discretion from: (i) substituting one or more CW Programs for previously scheduled CW Programs, in which event The CW will make the substituted programs available to Broadcaster pursuant to the provisions of this Agreement; (ii) canceling one or more CW Programs; or (iii) postponing any scheduled premiere of CW Programming. Further, nothing in this Agreement will be construed to obligate CW to provide a minimum or specific number of CW Programs or make CW Programming available in any HDTV format.

2.5. Broadcaster Programming

The programming scheduled and broadcast on the Station between 5pm and the beginning of prime time will be generally compatible with CW Programming.

3. Agreement Term

3.1 Term

The term ("Term") of this Agreement (including all rights granted by The CW to Broadcaster and all obligations set forth herein) will commence as of September 1, 2012, will end at the conclusion of The CW Television Network's 2014/2015 broadcast season, and may be extended as set forth in subparagraph 3.2 below.

3.2 Extensions

Broadcaster and The CW each are hereby granted (i) an irrevocable option to extend the Term for two additional years until the end of The CW's 2016/2017 broadcast season on the same terms and conditions as set forth herein and (ii) an dependent irrevocable option to extend the term thereafter until the end of The CW's 2018/2019 broadcast season on the same terms and conditions as set forth herein. The party electing to exercise such option to extend the term (the "Optioning Party"), must send the other party (the "Receiving Party") written notice of such exercise no later than January 15 of the year in which the Term will end, if not extended. However, notwithstanding the tender of the notice to extend, the Receiving Party may block the exercise of such option, without any responsibility, by sending the Optioning Party a written objection to the exercise of the option. Such written rejection must be sent within thirty days of the receipt by the Receiving Party of the written notice to extend; in which case this Agreement will not extend beyond the Initial Term. The Initial Term and any extension thereof, if applicable, are referred to as appropriate herein as the "Agreement Term."

Notwithstanding anything to the contrary contained in this Agreement, upon the termination of this Agreement or expiration of the Agreement Term, all of Broadcaster's rights to broadcast or otherwise use any CW Program or any trademark, logo or other material or item hereunder will immediately cease and

Broadcaster will have no further rights whatsoever with respect to any such program, trademark, logo, material or item.

"Contract Year" will mean the year commencing on September 1 of each year of the Agreement Term.

4. Clearances and Pre-emptions

4.1. Clearances

Broadcaster will provide and maintain full, in-pattern clearance of all CW Programs as scheduled by The CW and will not downgrade, delay, cancel or change time periods of any CW Program without the written consent of The CW. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.2. Pre-emptions

Other than as set forth in paragraph 4.1 above, Broadcaster may not pre-empt CW Programming, other than as required by programming obligations imposed on Station by the Mexican government (including, but not limited to, the SCT) as set forth in its Concession, to reserve a daily percentage of broadcast time, subject to modification at any time by the Mexican Government or as may be necessary in the reasonable judgment of Broadcaster in order to fulfill its obligations to comply with Section 18.5 ("Programming Obligations"). Broadcaster will use its best efforts, consistent with its Programming Obligations, to distribute CW Programming to MVPDs (as defined in Section 7.2 herein) within the DMA without pre-emptions occasioned by the Programming Obligations.

In addition to all other remedies that The CW may have, to the extent Broadcaster pre-empts three or more episodes of a program series without the approval of The CW (other than as required by Programming Obligations) The CW will have the right, upon thirty days prior written notice, to terminate Broadcaster's license with respect to the program series and withdraw all future episodes of that series from Broadcaster.

5. Broadcaster's Commercial and Promotional Announcements

5.1. Formatting for Hour Long Programs

Each hour of CW Programs hereunder will be formatted to provide Broadcaster with the amount of time for Broadcaster's commercial announcements (inclusive of station breaks) as set forth below. Broadcaster shall have the exclusive right to sell any advertisement with respect to the CW Programs or CW Programming and collect any and all advertisement revenues attributable to the CW Programs or CW Programming within the following commercial slots. In addition, and subject only to the Broadcaster commercial allocations set forth below, The CW may place commercial and promotional announcements in the CW Programs, the number, timing and format of which will be determined by The CW. [Signature]

Prime Time:
Three minutes per hour

Weekday Non-Prime Programming:
Four minutes per hour

Weekend Non-Prime Programming:
Saturday Morning: One minute per hour

5.2. Formatting for Hour Long Programs: Expanded Time Periods

Each expanded schedule hour of CW Programs hereunder will be formatted to provide Broadcaster with the amount of time for Broadcaster's commercial announcements (inclusive of station breaks) as set forth below. Broadcaster shall have the exclusive right to sell any advertisement with respect to the CW Programs or CW Programming and collect any and all advertisement revenues attributable to the CW Programs or CW Programming within the following commercial slots. In addition, and subject only to applicable governmental rules and regulations and the Broadcaster commercial allocations set forth below, The CW may place commercial and promotional announcements in the CW Programs, the number, timing and format of which will be determined by The CW.

Saturday Prime Time:
Three minutes per hour

Weekday Morning Time Periods:
Six minutes per hour

Weekday Late Night Time Periods:
Six minutes per hour

5.3. Formatting for Other Programs

The number of minutes of commercial announcement time provided to Broadcaster pursuant to paragraphs 5.1, and 5.2 above, will be pro-rated for CW Programs which are less than or greater than one hour in duration.

5.4. Broadcaster Commercials

Subject to the provisions of this paragraph, Broadcaster may insert commercial announcements within a CW Program in accordance with The CW's instructions and procedures and in accordance with applicable laws, but only at those points in each program designated by The CW for such purposes. Neither The CW nor Broadcaster will share in the revenue realized by the other from the sale of commercial announcements.

5.5. Reduction In Non-program Time

In the event that any state, federal, or other governmental rule, regulation, or law, or any other governmental action reduces or otherwise limits the commercial advertising or non-program time that can be used in any or all of the CW Programs, then, notwithstanding the provisions of paragraphs 5.1 and 5.2 above, The CW will be entitled to reduce in the same percentage, the amount of commercial time available to Broadcaster in each of the CW Programs, upon ninety days prior written notice to Broadcaster (or upon such shorter notice as may be required by such law or regulation).

6. Programming Fee

In consideration of the license granted hereunder, Broadcaster will pay The CW an annual fee as follows ("Programming Fee"), throughout the Agreement Term.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

7. Carriage

7.1. Complete Telecasts

It is of the essence of this Agreement that, subject to permitted pre-emptions and to the requirements of the applicable law, Broadcaster will telecast over the facilities of the Station on the dates and at the times scheduled by The CW all the elements of the CW signal (including, without limitation, CW Programs in their entirety, all commercial announcements, billboards, promotional announcements, public service announcements, network IDs, credits, network banners and logos, and all data transmitted as part of the signal) without interruption, alteration, compression, deletion or addition from the beginning of each CW Program to the final system cue at the conclusion of each CW Program.

In connection with the foregoing, Broadcaster agrees to maintain complete and accurate records of all commercial and promotional announcements telecast inserted by Broadcaster. Broadcaster will submit copies of all such records to The CW within two weeks after The CW's request therefor.

7.2. Originating Transmitter; Translators

Broadcaster will telecast each CW Program solely from the Station's originating transmitters and antennas for free over-the-air television reception and may transmit the signal of Station to multichannel video programming distributors as defined by the FCC ("MVPD") as set forth below by alternate transmission methods. Broadcaster shall have the right to telecast each CW Program over any translators which the Station regularly uses for the retransmission of its broadcast signal (whether or not any such translator is owned or operated by Broadcaster) simultaneously with its transmission of that CW Program over Station's main transmitter. In the event that the signal emanating from the Station's translators is received in the United States but in a community outside the Station's DMA, The CW will have the right, at any time (but not the obligation), to rescind such rights. Broadcaster agrees to notify The CW prior to adding or ceasing the retransmission by any translator.

Broadcaster will use its best efforts to maximize distribution of the Station in the DMA.

Subject to paragraph 7.3 below, Broadcaster will not (i) transmit any CW Program, or any audio or visual portion thereof, into a place where admission is charged or where the reception of the transmission is made subject to the payment of a fee; (ii) relay the telecast of any CW Program, or any audio or visual portion thereof, to any other party; or (iii) cause, authorize or permit the transmission, duplication or recording of any CW Program, or any audio or visual portion thereof, by or over any other medium, facility, device, or method not expressly authorized hereunder.

7.3 Retransmission Consent

Broadcaster will authorize all MVPDs serving households within the DMA, including any satellite carriers providing local-into-local service, to retransmit Station. Broadcaster and The CW represent and agree that during the Agreement Term each will use its respective best efforts and cooperate fully with each other, to ensure that the Station will be carried on the same channel positions of all MVPDs as they are on the date of this Agreement.

Broadcaster may not grant retransmission consent to any MVPD for dissemination of the signal of either Station in the United States outside of the DMA.

If Broadcaster is unable to reach agreement regarding the retransmission of Station with any cable television system, The CW may, upon ninety days notice, authorize any CW affiliate to provide CW Programs to that system.

Nothing contained herein will authorize or allow the dissemination of CW Programs within the United States outside of the DMA.

7.4. Intentionally omitted

7.5. CW Equipment

Broadcaster will at all times permit The CW, in connection with CW Programming, without charge, to place on, maintain and use at Station's premises such equipment as The CW will reasonably require to enable the Station to broadcast and distribute the CW signal. Station will operate such equipment for The CW, to the extent The CW reasonably requests, and no fee will be charged by Station

therefor.

7.6. Digital Spectrum

Broadcaster will broadcast in the HDTV format all elements of the CW signal provided to Broadcaster in the HDTV format. Broadcaster is not obligated to provide The CW with more than one channel in the DMA, provided that Broadcaster will consider in good faith any CW proposal for multiplexing.

8. Promotion

8.1. Promotional Announcements

In addition to the promotional announcements included by The CW in CW Programs, The CW will provide Broadcaster, at no cost to Broadcaster, with promotional announcements for CW Programs ("Promos") to be broadcast by the Station at times when the Station is not broadcasting CW Programs. Broadcaster will provide an on-air and third-party off-air promotional schedule consistent with The CW's recommendations, and consistent with Broadcaster's reasonable business judgment provided, however, that, Broadcaster must comply with the minimum promotional announcement requirements set forth in paragraph 8.2, below.

Broadcaster agrees to maintain complete and accurate records of all promotional announcements telecast inserted by Broadcaster. Broadcaster will submit copies of such records to The CW within three weeks after The CW's request therefor.

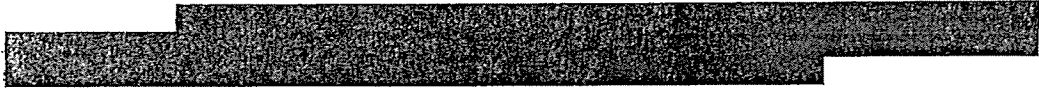
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



8.3. Other Promotional Materials

The CW may, in its discretion, provide Broadcaster, at no cost to Broadcaster, with such print, on-air television and radio, and collateral materials promoting the CW Programs as The CW deems appropriate. The CW may also provide, in its discretion and at reasonable cost to Broadcaster, such other merchandising materials as The CW deems appropriate. Such material shall be used by Broadcaster in its reasonable business judgment.

8.4. Station Identification:

Broadcaster will identify the Station and Station's website, at all times, exclusively as an affiliate of The CW, and as part of the CW Network or by such other name as The CW may subsequently designate in writing, in all Station IDs and in all other promotional material distributed by Broadcaster or under Broadcaster's control with respect to the Station, whether or not such identifications or promotional materials relate to the CW Programs or other programming telecast by the Station; provided, however, that such identification may be preceded or followed by the Station's call letters, community of license and channel position. All such Station IDs, Station logos, and promotional materials will also incorporate the CW logo, as provided to Broadcaster, in a design subject to the approval of The CW and Broadcaster.

Broadcaster will not identify the Station as being affiliated with or part of any other broadcast television network, and will also identify the Station as being the primary CW broadcaster in the Licensed Community to all ratings services, including Nielsen. In the event that the Station broadcasts television programming provided by any other television network, the Station will not telecast the name, logos or any other identification of such other television network.

Station will use the graphic package for station and network identification provided to Affiliate by The CW as required by The CW.

Station will use an on-screen bug, based on the Station logo, designed in accordance with this subparagraph, during all local day-parts.

Station websites will contain prominent CW branding elements and presence.

8.5. Restrictions on Advertising and Promotional Materials

From time to time, The CW may provide Broadcaster with written notice of advertising, publicity and promotional requirements and restrictions applicable to the CW Programs, the persons rendering services in the CW Programs, or The CW's advertisers. Broadcaster will strictly comply with these requirements and restrictions at all times after their receipt.

9. Delivery

Broadcaster and The CW will cooperate and mutually take all actions necessary to apply for and prosecute all applications necessary and mandated by U.S. and Mexican laws and regulations to have CW Programming delivered hereunder to Mexico from the U.S and broadcast into the United States as contemplated herein. In particular The CW agrees to file an application with the Federal Communications Commission ("FCC") to obtain a Section 325 permit for the cross-border programming

delivery of CW's programming to Station's transmission facilities in Tijuana. Broadcaster will assist CW in the preparation and application of the Section 325 permit. Broadcaster and The CW will cooperate in the amendment, if possible, of Broadcaster's pending application for the renewal of Broadcaster's Section 325 permit.

The CW will make the CW Programs available to Broadcaster by satellite transmission. The CW will incur no costs regarding the satellite downlink and broadcast by Broadcaster. Broadcaster will incur no uplink costs with regard to the delivery of CW Programs, but will bear all costs of local distribution and broadcast of the CW Programs.

As between The CW and Broadcaster, all right, title and interest in and to the CW Programs and the entire signal of the CW (including but not limited to commercial announcements, billboards, credits, public service announcements, promotional announcements and network identification) delivered to Broadcaster will, at all times, remain the property of The CW, subject only to Broadcaster's right to telecast the CW Programs and Broadcaster's insertion of commercial announcements in accordance with the terms of this Agreement.

Other than as specifically authorized by The CW, Broadcaster will not, and will not cause or authorize others to, record, copy or duplicate any programming or other material furnished pursuant to this Agreement, in whole or in part, and will take all reasonable precautions to prevent any such recording, copying or duplication. Notwithstanding the above provisions, Broadcaster may make a non-broadcast quality recording of its entire broadcast day for archival, file and reference purposes and uses only, which copy will be kept in Broadcaster's possession at all times.

Broadcaster will install a satellite antenna and receiver of sufficient quality, in the exclusive judgment of The CW, to receive a "Network Quality Signal", as defined below, from The CW. Broadcaster will also use switches, microwaves and all other transmission equipment necessary to telecast a Network Quality Signal in HDTV formats. "Network Quality Signal" means the quality, strength, and resolution of picture and sound provided by the broadcast affiliates of ABC, CBS, Fox, and NBC in the DMA; provided that the signal must be broadcast in 1080i resolution. The CW may provide written technical guidelines for signal quality, updated from time to time. If such guidelines are provided, the standards set forth within those guidelines will control. If, in the exclusive judgment of The CW, the picture or sound quality of Station's transmission is insufficient, The CW will provide Broadcaster with notice of the deficiency and Broadcaster will have thirty days to correct such deficiency.

10. Intentionally Omitted

11. Force Majeure

Neither The CW nor Broadcaster shall be liable to the other for any failure to perform any of its obligations hereunder if and only if such failure is due to any act beyond a party's reasonable control, including an act of God, an inevitable accident, a fire, an earthquake, a lockout, a strike or other labor dispute, an act of terrorism, a riot or civil commotion or an act of any government or governmental instrumentality (whether federal, state or local) directly affecting such party's performance under this Agreement ("Force Majeure Event"); provided, however that, if as a result of a Force Majeure Event of The CW, The CW is unable to deliver the CW Programs for a period of ten (10) days (or prior to the end of such ten (10) day period if Broadcaster would be unable to broadcast, transmit, distribute and/or exploit other CW Programs not previously aired and in Broadcaster's inventory for use), then (i) Broadcaster shall be entitled to insert other programming (which may include the CW Programs) until such reasonable time after it has received notice from The CW that the inability to deliver has been fully cured; (ii) the Programming Fee payable by Broadcaster hereunder for the period during which such Force Majeure

Event occurs shall be reduced by an amount to be determined in good faith by the parties; and, (iii) if such inability to deliver continues for a consecutive thirty (30) day period or an aggregate of sixty (60) days in any period of six (6) consecutive months, Broadcaster shall be entitled (in addition to any other remedies hereunder, or at law or equity) to terminate this Agreement, upon five (5) days prior notice.

Upon the occurrence of a Force Majeure Event not covered by this paragraph 11, the affected party shall promptly notify the other party of the nature and anticipated length of continuance of such Force Majeure Event and make reasonable best efforts to remove or overcome the effects of such event; provided that, if the event persists for a consecutive thirty (30) day period or an aggregate of more than sixty (60) days in any period of six (6) consecutive months, then the non-affected party shall be entitled to terminate this Agreement by giving written notice to the affected party. The affected party shall use in good faith all reasonable efforts to remedy the cause or impact of the Force Majeure Event as soon as possible.

12. Representations and Warranties

12.1. No Infringement

The CW represents and warrants that neither the CW Programs nor its content therein violates or infringes or will violate or infringe the civil or property rights, copyrights (including, without limitation, music synchronization and performance rights and dramatic and non-dramatic music rights), trademark rights, patent rights or rights of privacy or publicity or any other right of any person; provided, however, that the foregoing representations and warranties will not apply to: (i) any material furnished or added to the CW Programs after delivery to Broadcaster by the Broadcaster; or (ii) the deletion of any material from or changes to the CW Programs as delivered by The CW by the Broadcaster.

12.2. Full Authority

Each party hereto represents and warrants that it has full authority to enter into and completely perform this Agreement. Neither party has, and will not, undertake any action that might impair the other's rights under this Agreement. There are no existing or threatened claims or litigation against either party that would adversely affect or impair the ability of the other party to completely perform under this Agreement.

12.3. No Default

Each party hereto warrants to the other that execution of this Agreement and performance of its obligations will not violate or result in a default under (i) any material agreement or instrument to which it is a party, (ii) any obligation or duty it may otherwise have to any third party or (iii) any statute, ordinance, governmental rule or regulation in any material respect, or order, judgment, injunction, decree, or ruling of any court or administrative agency applicable to it, which default would materially interfere with the performance of its obligations hereunder.

12.4. License in Good Standing

Broadcaster warrants that the license held by RTSA is in good standing and that Broadcaster will endeavor to ensure that RTSA maintains the license in good standing. In the event Broadcaster is found to have materially violated any laws or regulations or requirements (after the exhaustion of all appeals so long as Broadcaster retains the License during the pendency of such appeal), the effect of which is that Station is of materially less value to The CW as a broadcaster of CW Programs than as of the date of this Agreement, then The CW will have the right to terminate this Agreement upon thirty days prior written notice. Broadcaster will notify The CW immediately of any governmental action

imposing any forfeitures or other sanctions on Station or Broadcaster.

12.5 Exploitation of Rights by Third Parties

The CW makes no representation concerning the exploitation by third parties of any rights in the CW Programs not controlled by The CW.

13. Indemnity

13.1. CW Indemnities

The CW will indemnify Broadcaster from and against any and all claims, damages, liabilities, costs and expenses arising out of the broadcasting, pursuant to this Agreement, of CW Programs as furnished by The CW, to the extent that such claims, damages, liabilities, costs and expenses are based upon alleged libel, slander, defamation, invasion of the right of privacy, or violation or infringement of copyright or literary or dramatic rights; provided, no such indemnity will be due from The CW to the extent any such claims, damages, liabilities, costs and expenses are based upon any material added by Broadcaster to such CW Programs.

13.2. Broadcaster Indemnities

Broadcaster will indemnify The CW from and against any and all claims, damages, liabilities, costs and expenses arising out of the broadcasting of CW Programs to the extent that such claims, damages, liabilities, costs and expenses arise out of Broadcaster's telecast, use or distribution of CW Programs and promotional materials: (i) other than as permitted herein and (ii) to the extent any such claims, damages, liabilities, costs and expenses are based upon any material added by Broadcaster to CW Programs.

13.3 Mutual Indemnities

Each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and its affiliates, subsidiaries, officers, directors, shareholders, employees, successors, assigns and agents (collectively, the "Indemnified Party") from and against, any and all charges, claims, actions, suits, proceedings, investigations, losses, settlements, judgments, awards, damages, liabilities, fees, expenses or costs (including, without limitation, reasonable attorneys' fees and court costs) in respect thereof (the "Claims") arising from or relating to any breach of any of the Indemnifying Party's representations, warranties, agreements or obligations under this Agreement.

13.4 Notice and Process

Promptly after receipt by the Indemnified Party of notice of any Claim it shall give written notice thereof to the Indemnifying Party; provided that, the Indemnified Party's failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability or obligation that the Indemnifying Party may have to such Indemnified Party under this Agreement, except to the extent of any material prejudice to the Indemnifying Party resulting or derived from such failure. The Indemnified Party shall be entitled to participate, at its sole cost and expense, in the defense and settlement of any such Claims; provided that it shall not settle the Claim in any manner that adversely affects the rights of the Indemnifying Party without such Indemnifying Party's prior written consent (which consent shall not be unreasonably withheld). The Indemnifying Party shall select counsel for any Claim for which the Indemnified Party is indemnified; provided that the Indemnified Party consents to such counsel. The Indemnified Party shall provide reasonable assistance and cooperation to the Indemnifying Party, at the expense of the Indemnifying Party, with respect to the defense and settlement of any such Claim.

14. Music

The CW warrants that the performing rights to the music contained in the CW Programs will be (i) controlled by a performing rights society, (ii) in the public domain, or (iii) controlled by The CW to the extent necessary to permit Broadcaster's use hereunder. The CW has and shall maintain the right to grant the licenses granted herein, free and clear of all liens, restrictions, charges, claims and encumbrances. The CW has obtained and shall continue to maintain all licenses, permits, exemptions, authorizations and consents necessary to fully perform this Agreement, including, without limitation, music synchronization and dramatic and non-dramatic music rights, and excluding performance rights which shall be paid by Broadcaster.

15. Assignment or Transfer of Agreement or Station License:

Neither The CW nor Broadcaster may partially or totally assign or transfer the rights and obligations acquired from this Agreement. Notwithstanding the foregoing, the parties may assign or transfer, without the consent of the other party, to any affiliate and/or subsidiary, or parent company of the relevant party or any entity acquiring all or substantially all of the assets or business of the relevant party or entity the rights and obligations acquired from this Agreement, provided that the assignee or transferee must agree to assume all the obligations of this Agreement. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and approved assigns.

Any purported assignment in violation of this paragraph will be null and void, will not be enforceable, and will not relieve the purported assignor of all its obligations hereunder. The assignor will notify the other party promptly following the consummation of any assignment for which consent is not required under this paragraph. No assignment shall relieve the relevant assignee from fulfilling all of the obligations of each party hereunder and both The CW and Broadcaster shall continue to enjoy the benefits of this Agreement without disruption.

16. Termination Rights

16.1. Termination on Change of Transmitter Location, Power, Frequency or Hours of Operation of Licensed Station

In the event that the locations of the Station's transmitters, Station's power, frequency, programming format or hours of operation are materially changed at any time during the Term so that Broadcaster is of materially less value to The CW as a broadcaster of The CW Programs than at the date of this Agreement, then The CW will have the right to terminate this Agreement upon thirty days' prior written notice. Broadcaster will notify The CW immediately in writing if application is made to modify permanently in a material manner the transmitter location, power or frequency of Station or if Broadcaster plans to modify permanently in a material manner the hours of operation of Station. At any time during the Term if Station is off the air, or operating at less than fifty percent of its licensed power, for a period of seventy-two hours or longer, Broadcaster must immediately notify The CW. The CW may terminate this Agreement upon thirty days' prior written notice in the event that Station is off the air for a period exceeding thirty days or if is operating at less than fifty percent of its full licensed power for a period exceeding 120 days.

16.2. Termination in the Event of Bankruptcy

Either party shall have the right to terminate this Agreement by giving notice to the other party if the other party (i) becomes bankrupt or insolvent, (ii) admits in writing its inability to pay its debts when due, (iii) makes a general assignment for the benefit of creditors, (iv) has appointed, voluntarily or involuntarily, any trustee, receiver, custodian or conservator with respect to it or a substantial part of its property, (v) files a voluntary or involuntary petition in bankruptcy or (vi) makes any arrangement or otherwise becomes subject to any proceedings under the bankruptcy, insolvency, reorganization or similar laws.

16.3. Termination in the Event of Breach

Each party, effective upon thirty days written notice to the other, may, in addition to its other rights, terminate this Agreement if any material representation, warranty or agreement of the other party contained in this Agreement has been breached in any material respect and not cured within thirty days following such notice.

16.4. Termination on Cancellation of Concession

In the event Broadcaster's or RTSA concession for the Station is cancelled, forfeited or revoked by a governmental act, rule or applicable law, during the term of this Agreement, either party shall have the right to terminate this Agreement on sixty days notice.

16.5. Termination in the Event of Cessation of The CW

The CW will, within its sole discretion and without liability, have the right to terminate this Agreement so long as The CW (i) provides sixty days prior written notice to Broadcaster and (ii) is ceasing operation as a television broadcast network.

17. Confidentiality

All information, whether written or oral, relating to The CW, Broadcaster, their respective affiliates and their respective businesses or operations, which contains information that is proprietary and is identified as such and is related to the party's technology, know-how, products, potential products, services, markets and other business information (collectively "Confidential Information"), disclosed by one party (the "Disclosing Party") to the other party (or its directors, officers, employees or representatives) shall be kept strictly secret and confidential and shall not be disclosed to any person except to the extent that any such disclosure is necessary in connection with the performance of this Agreement, and except to the extent that: (a) such information is known to such other party when received or subsequently becomes lawfully obtained from other sources; (b) the duty as to confidentiality and non-use is waived in writing by the Disclosing Party; or, (c) disclosure of such information is required by applicable law. The parties further agree that they shall not use, nor permit their respective affiliates to use, any Confidential Information for any purpose whatsoever except on a need to know basis for the purposes of complying with this Agreement in the manner expressly provided or contemplated in this Agreement. Either party may disclose this Agreement, or any element of this Agreement, to its respective financial, legal and tax advisors, as is necessary in the ordinary course of business.

18. Miscellaneous

18.1. Relationship

The relationship between the parties herein is strictly that of a licensor and licensee. Nothing contained in this Agreement will create any partnership, joint venture, fiduciary or agency relationship between The CW and Broadcaster nor will anything contained herein be deemed to constitute

a sale or rental of any CW Program. Each party is acting independently hereunder and will independently discharge all obligations imposed on it by any applicable federal, state or local law, regulation or order now or hereinafter in force or effect.

18.2. Titles

The titles of the paragraphs of this Agreement are for convenience only and will not in any way affect the interpretation of this Agreement or any part thereof.

18.3. Benefit

This Agreement is not for the benefit of any third party and will not be deemed to grant any right or remedy to any third party whether or not referred to herein.

18.4. Complete agreement

This Agreement, which includes, without limitation, the schedules, exhibits and riders attached hereto, constitutes the entire understanding between The CW and Broadcaster with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, warranties, statements, promises, arrangements and understandings, either oral or written, express or implied, with respect to the subject matter hereof. Each party acknowledges that no representation or agreement not expressly contained in this Agreement has been made to the other party or any of such party's agents, employees or representatives. This Agreement may not be modified or amended except in writing signed by the legal representatives of each party hereto and no changes, amendments, assignments or waivers hereof will be binding upon either party until accepted in writing by a duly authorized officer of such party.

18.5. Applicable Law; Jurisdiction

The obligations of Broadcaster and The CW under this Agreement are subject to all applicable federal, state and local law, rules and regulations and this Agreement and all matters or issues collateral thereto will be governed by the law of the State of California applicable to contracts performed entirely therein.

The California State Courts and the U.S. District Courts located in California will have jurisdiction over the interpretation of this Agreement or with regard to any dispute arising under this Agreement. The venue for any such action concerning this Agreement will be in the County of Los Angeles, California.

The CW understands and agrees that Station is subject to all applicable, federal, state, and local laws, rules and regulations of the United Mexican States (including, but not limited to, the rules and regulations of the SCT) and to the Programming Obligations as set forth above. In addition Broadcaster will comply with the terms of its Section 325 Authorization, and to the extent reasonably practicable, Broadcaster will voluntarily comply with the U.S. Communications Act of 1934, as amended, and the rules and regulations of the FCC, only to the extent Broadcaster's compliance does not violate any applicable federal, state and local laws, rules and regulations of the United Mexican States (including but not limited to, the rules and regulations of the SCT).

18.6. Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other governmental authority (including, without limitation, the FCC) to be invalid, void or unenforceable, (i) the remainder of the terms, provisions, covenants and restrictions of this

Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated, and (ii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any section of this Agreement containing such provision held to be invalid, illegal or unenforceable that are not themselves invalid, illegal or unenforceable) will be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

18.7. Waiver

A waiver by either party of any breach of this Agreement will not be deemed a waiver of any prior or subsequent breach hereof. No waiver will be effective unless in writing. The exercise of any right will not be deemed a waiver of any other right or of any default of the other party. All remedies of either party will be deemed cumulative and the pursuit of any one remedy will not be deemed a waiver of any other remedy. Except as follows, neither party here waives any rights it might have against the other at law and equity. Notwithstanding anything hereinto the contrary, in no event will either party be entitled to consequential damages, lost profits, or punitive damages.

Electronic mails with a typed name and/or signature block within the body of the electronic mail shall not constitute a signed writing under this provision even if the text therein indicates agreement by the parties to amend or modify this Agreement.

18.8. Binding

This Agreement and all rights and all obligations hereunder will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns hereunder.

18.9. Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which will, for all purposes, be deemed an original, and all of such counterparts together will constitute one and the same Agreement. Facsimile (including scanned .pdf) signatures shall be considered originals for all purposes.

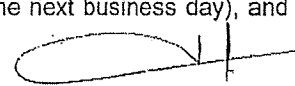
18.10. Notices

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by facsimile transmission (with confirmation of receipt) or sent by internationally recognized courier service, postage prepaid. Any such notice shall be deemed given when so delivered personally or, if sent by courier service, at the time receipt or, if sent by facsimile, at the time of receipt of a legible copy thereof (provided that any notice received by facsimile transmission or otherwise at the addressee's location on any business day after 5:00 p.m. (addressee's local time) shall be deemed to have been received at 9:00 a.m. (addressee's local time) on the next business day), and shall be sent as follows:

If to Broadcaster:

Bay City Television, Inc.
8253 Ronson Road, San Diego CA 92111
Attn: Chuck Dunning
VP and General Manager
Fax: (858) 277.5626

Bay City Television, Inc.
8253 Ronson Road, San Diego CA 92111



Attn: Rodrigo Salazar
VP, Chief Financial Officer and Treasurer
Fax: (858) 278.8253

Grupo Televisa, S.A.B.
Av. Vasco de Quiroga 2000-A4
Santa Fe, Mexico City 01210
Attn: Joaquin Balcarcel Santa Cruz
VP. Legal Counsel
Fax: + (52)(55) 5261.2546

And:

Stephoe & Johnson, LLP
2121 Avenue of the Stars # 2800
Los Angeles, CA 90067
Attn: Seong H. Kim

If to The CW:

The CW Network, LLC
3300 W. Olive Avenue
Burbank, California 91505
Attn: Executive Vice President, Distribution
Fax: (818) 977.2589

or to such other address as any party shall specify by written notice so given. Any party to this Agreement may notify any other party of any changes to the address or any of the other details specified in this paragraph; provided, however, that such notification shall only be effective on the date specified in such notice or two (2) business days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Bay City Television, Inc.

The CW Network, LLC

By: [Signature]

By: [Signature]

Title: Vice President / General Manager

Title: VP B.A.

Date: 6-12-13

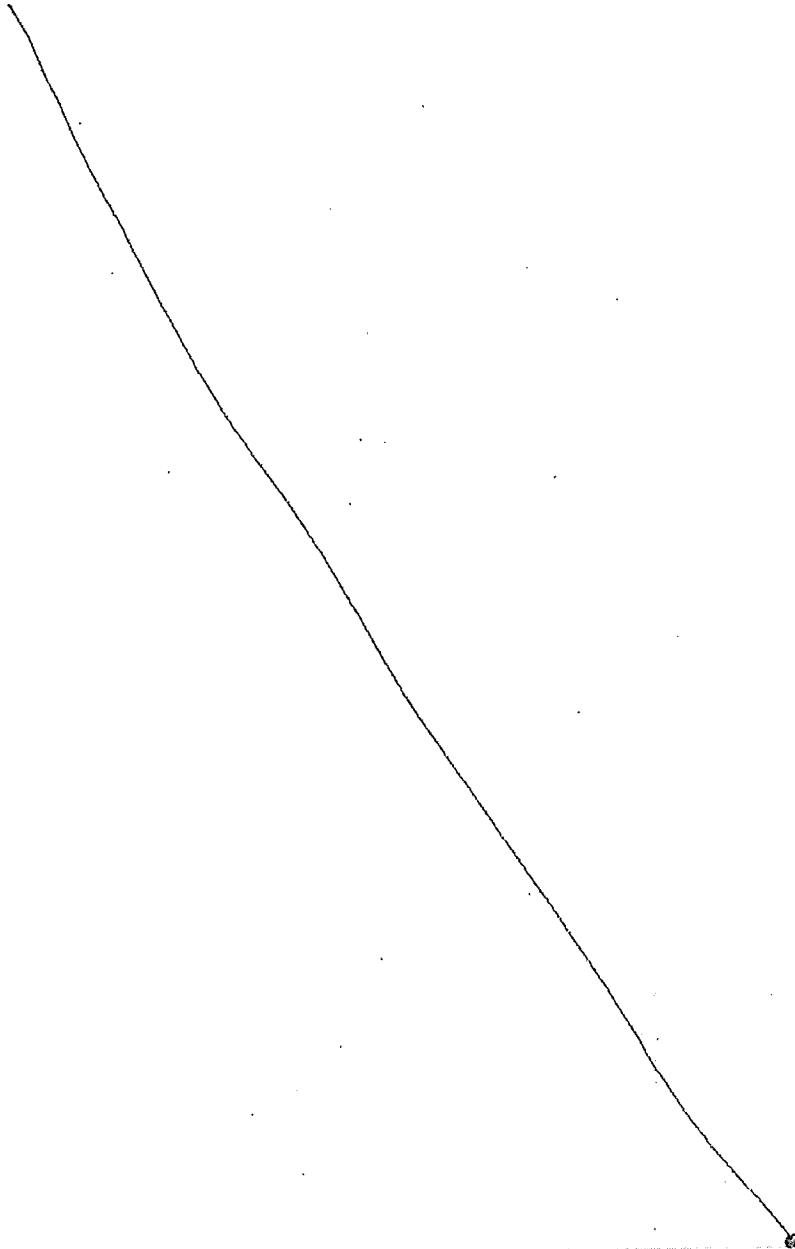
Date: 6/13/13

Radio Television, S.A.

By: _____

Title: _____

Date: _____



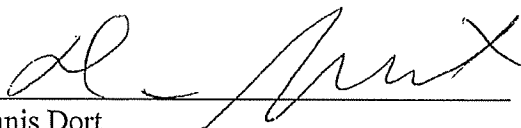
CERTIFICATION

I, Dennis Dort, Vice President, Business Affairs for The CW Network, LLC ("The CW"), hereby certify that:

(1) All statements in the foregoing request for a renewed Permit to Deliver Programs to Foreign Broadcast Stations (FCC Form 308) are true, complete, and correct to the best of my knowledge and belief, and are made in good faith;

(2) No party to this application is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 853(a); and

(3) The CW will comply with the public notice requirements set forth in Section 73.3580(c) of the Commission's rules.

By: 
Dennis Dort
Vice President, Business Affairs
The CW Network, LLC

DATE: September 5, 2013