



March 1, 2019

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Via ECFS Non-Docketed Filing

FCC Inbox-73.3545/Section 325(c) Application for Permit to Deliver Programs
to Foreign Station
Federal Communications Commission
International Bureau
Washington, DC 20554

**Re: Application for New Section 325(c) Permit to Deliver Programs to
Foreign Broadcast Station XEPRS(AM), 1090 kHz, Rosarito,
Baja California, Mexico**

To the International Bureau, Federal Communications Commission:

Broadcast Company of the Americas, LLC (“BCA”), by its counsel, is hereby submitting the attached application for a new Section 325(c) permit to deliver programming to foreign broadcast station XEPRS(AM), Rosarito, Baja California, Mexico. Enclosed herewith is FCC Form 308, referenced exhibits and attachments thereto, and FCC Form 159 confirming the payment of the \$110.00 filing fee for this application.

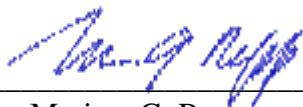
BCA held a Section 325(c) permit to deliver programming to XEPRS(AM), most recently renewed on July 31, 2013. *See* FCC File No. 325-RWL-20130513-00003. Through an administrative oversight, BCA failed to submit a timely application for renewal of the XEPRS Section 325(c) permit, which expired on July 31, 2018. During this period, there had been a change in both BCA’s administrative assistant in charge of its regulatory calendar, and BCA’s communications counsel. Upon review of the Commission’s records by BCA’s new counsel, this oversight was discovered, and BCA has promptly prepared this subject application for a new Section 325(c) permit, along with a request for Special Temporary Authority (“STA”). The STA request is being filed concurrently, with a separate filing fee.

Grant of the requested Section 325(c) permit to deliver programming to foreign broadcast station XEPRS(AM) will allow BCA to continue to serve the public with sports programming of value to listeners in the United States. BCA, which has an exclusive agreement with the Mexican-concession holder of XEPRS(AM) to provide programming, supplies English-language sports-formatted programming 24-hours a day/seven days a week for

broadcast by XEPRS(AM). To BCA's knowledge, there have been no interference complaints in the United States from the operation of XEPRS(AM) by its concession-holder. It is respectfully submitted that grant of the subject application, which will allow BCA to continue to provide programming for broadcast by XEPRS(AM), would serve the public interest.

Respectfully submitted,

REPP LAW FIRM

By: 
Marissa G. Repp

Counsel to Broadcast Company of the
Americas, LLC

cc: Brandon Moss, International Bureau (via e-mail)
Janice Shields, International Bureau (via e-mail)

FOR COMMISSION USE ONLY

File No.

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

APPLICATION FOR PERMIT TO DELIVER PROGRAMS TO FOREIGN BROADCAST STATIONS

(Carefully read instructions before filling out Form-RETURN ONLY FORM TO FCC)

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

Broadcast Company of the Americas, LLC
6160 Cornerstone Court East, Suite 100, San Diego, CA 92121

(include area code)
858-535-2500

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)

Marissa G. Repp, Esq., Repp Law Firm
1629 K Street, NW, Suite 300, Washington, DC 20006-1631

202-656-1619

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

☐ Individual ☐ Partnership ☐ Corporation ☐ Government Entity ☒ Other

If other specify: Limited Liability Company

4. Application is for:

☒ New Authorization ☐ Extension of Existing Authority

5. If applicant is an individual, is applicant a citizen of the United States? **D/N/A** ☐ YES ☐ NO6. If applicant is a partnership, are all partners citizens of the United States: **D/N/A** ☐ YES ☐ NO7. 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
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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
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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, including the organization having ultimate control.

8. a. If the applicant is an unincorporated association, give the following: **See Exhibit A**

Total number of members	Number of Alien Members (If any)
1	0

b. State the following for alien officers or directors (if any): **D/N/A**

Name	Nationality	Position
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FCC 308 (Page 2)
Month/Year

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

b. Does applicant or any party to this application have any interest in, or connection with, any AM, FM, or TV broadcast station (either domestic or foreign), or any application pending before the Commission? ☒ YES ☐ NO

If the answer is Yes, attach Exhibit No. _____ giving full particulars. **See Exhibit B**

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 of any felony by any court? ☐ 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.

FCC 308 (Page 3)
Month/Year

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

b. Telephone contact number:
858-535-2500

c. Email address:
MGlickenhaus@bcaradio.com

14. State ownership of originating facilities
The studio equipment is owned by the applicant. The building space used for the studios is leased from a commercial landlord.

15. a. Describe the means whereby programs will be delivered to foreign station(s), including the names of any interconnecting common carriers.

Means of Transmissions include but are not limited to the following:

- ☐ Dedicated Wireline
☐ Internet (IP)
☐ Public Switched Telephone Network (PSTN)
☐ Private Microwave
☐ Private Radio (remote pickup)
☐ Common Carrier Microwave
☐ Common Carrier Radio
☐ Satellite
☒ Or combination of methods

Fiber optic transmission lines, with backup using traditional telephone lines and/or 4G cellular transmissions, if necessary.

b. List all call signs of private transmitters in the United States **D/N/A**

Call Sign	Company Name

Form 308 (Page 4)
Month/Year

16. Coordinated foreign station to which programs will be provided:

Callsign:
XEPRS-AM

City:
Rosarito

State:
Baja California, Mexico

☒ AM Station

Frequency (kHz): **1090**

Coordinates: Daytime
32° 25 ' 30.00 " NL
(NAD 27) 117° 05 ' 0.00" WL

Nighttime
32° 25 ' 30.00 " NL
117° 05 ' 0.00" WL

Operating power: **50,000 watts**
(non-directional daytime)

50,000 watts
(3-tower directional array
nighttime)

☐

FM Station:

D/N/A

Frequency:

Channel:

Class:

Mode of operation: Directional/Non-directional

Maximum Effective Radiated Power (kW):

Coordinates ° ' " NL ° ' " WL

Antenna Height Above Average Terrain (HAAT):

Antenna Radiation Center Above Mean Sea Level (RCAMSL):

☐ TV Station:

D/N/A

Channel:

Mode of operation: Directional/Non-directional

Maximum Effective Radiated Power (kW):

Coordinates ° ' " NL ° ' " WL

Antenna Height Above Average Terrain (HAAT):

Antenna Radiation Center Above Mean Sea Level (RCAMSL):

17. Attach as Exhibit No. _____ 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).
See Exhibit C
18. a. Attach as Exhibit No. _____ 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 stations(s) involved will broadcast such programs.
See Exhibit D
- b. Attach as Exhibit No. _____ a detailed description of the nature and character of the programming proposed and the language to be employed.
See Exhibit D
19. **Anti-Drug Abuse Act Certification.** Assignee/transferee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.
20. **Equal Employment Opportunity (EEO).** If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.
See Form 396-A at Exhibit E

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 1st day of March, 2019

Broadcast Company of the Americas, LLC
(Name of Applicant)

By



(Signature)

Michael Glickenhau
President

(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
A	3, 8(a)	Michael Glickenhau (2)	President
B	9(b)	Michael Glickenhau (2)	President
C	17	Michael Glickenhau (2)	President
D	18(a), 18(b)	Michael Glickenhau (2)	President
E	20	Michael Glickenhau (2)	President

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PAPERWORK REDUCTION ACT

We have estimated that each response to this collection of information will take 1 - 2 hours. Our estimate includes the time to read the instructions, look through existing records, gather and maintain the required data, and actually complete and review the form or response. If you have any comments on this burden estimate, or on how we can improve the collection and reduce the burden it causes you, e-mail them to pra@fcc.gov or send them to the Federal Communications Commission, AMD-PERF, Paperwork Reduction Project (3060-1133), Washington, DC 20554. Please **DO NOT SEND COMPLETED APPLICATIONS TO THIS ADDRESS**. Remember – you are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-1133.

**THE FOREGOING NOTICE IS REQUIRED BY THE PAPERWORK REDUCTION ACT OF 1995, P.L. 104-13,
OCTOBER 1, 1995, 44 U.S.C. 3507.**

**Broadcast Company of the Americas, Inc.
FCC Form 308
XEPRS(AM), Rosarito, BC
March 2019**

Exhibit A

Broadcast Company of the Americas, LLC (the applicant) is a limited liability company organized under the laws of the State of California.

No party to the applicant is an alien, a foreign government, a representative of a foreign government or an entity organized under the laws of a foreign country.

Broadcast Company of the Americas, Inc.
FCC Form 308
XEPRS(AM), Rosarito, BC
March 2019

Exhibit B

Jay Meyers, Chief Executive Officer of Broadcast Company of the Americas, LLC, is (a) the Trustee of The Fort Collins/Lafayette Divestiture Trust, the licensee of U.S. radio stations KFTE, Abbeville, Louisiana (Facility ID No. 276) and KARS-FM, Laramie, Wyoming (Facility ID No. 10334), and (b) an attributable party to the licensees of the following U.S. radio stations:

Call Sign	Community City	Community State	Facility ID Number
KBDR	MIRANDO CITY	TX	906
KLNT	LAREDO	TX	42149
KNEX	LAREDO	TX	42148
KBUC	RAYMONDVILLE	TX	18654
KESO	SOUTH PADRE ISLAND	TX	36650
KJAV	ALAMO	TX	51957
KURV	EDINBURG	TX	70463
KVJY	PHARR	TX	64629
KZSP	SOUTH PADRE ISLAND	TX	56473
KBNU	UVALDE	TX	69552
KBMH	HARLINGEN	TX	56079
KQUR	LAREDO	TX	6430
WBEB	PHILADELPHIA	PA	71382

**Broadcast Company of the Americas, Inc.
FCC Form 308
XEPRS(AM), Rosarito, BC
March 2019**

Exhibit C

Broadcast Company of the Americas, LLC (the applicant) has no legal relationship with the concession holder of the foreign station for which this application for a Section 325(c) permit is being submitted, except for a contractual agreement, the Amended and Restated Exclusive Promotional, Programming and Sales Agreement dated as of March 1, 2018, with Interamericana de Radio, S.A. de C.V. (copy attached, with financial terms redacted).

AMENDED AND RESTATED EXCLUSIVE PROMOTIONAL, PROGRAMMING AND SALES AGREEMENT

THIS AMENDED AND RESTATED EXCLUSIVE PROMOTIONAL, PROGRAMMING AND SALES AGREEMENT, EFFECTIVE AS OF MARCH 1, 2018 (THE "AGREEMENT" AND THE "EFFECTIVE DATE," RESPECTIVELY), IS EXECUTED BY AND BETWEEN INTERAMERICANA DE RADIO, S.A. DE C.V., REPRESENTED HEREIN BY MR. BERNARDO BICHARA KAWAS (HEREINAFTER, "CONCESSION HOLDER"), BROADCAST COMPANY OF THE AMERICAS, LLC, REPRESENTED HEREIN BY MR. MICHAEL GLICKENHAUS (HEREINAFTER, "THE CLIENT"), AND, MR. BERNARDO BICHARA KAWAS ("MR. BICHARA").

RECITALS AND REPRESENTATIONS

I. "CONCESSION HOLDER" DECLARES AND REPRESENTS, THROUGH ITS REPRESENTATIVE THAT:

(a) It is a commercial corporation duly organized in accordance with the laws of Mexico, as evidenced by Public Instrument Number 3043, dated September 7, 1989, granted before Mr. Carlos Rousseau Garza, Notary Public Number 74 in Ciudad Guadalupe, Nuevo León, and filed in the Public Registry of Property and Commerce of Tijuana, Baja California under number 21851 on January 19, 1990.

(b) It is registered with the Federal Taxpayer Registry (*Registro Federal de Contribuyentes*) under number IRA-441106-Q74 and domiciled at Blvd. Agua Caliente No. 10535-505, Tijuana, Baja California, Mexico 22420.

(c) It is the holder of a concession and certain authorizations (collectively, the "Permit") issued by the Mexican Secretariat of Communications and Transportation ("SCT"), in accordance with applicable treaties between the Government of the United States of America and the Government of the United Mexican States, for the operation of radio station known as XEPRS-AM 1090 Khz ("Radio Station XEPRS").

(d) Its primary corporate purpose is the commercial sale of advertising airtime for Radio Station XEPRS which transmits during day and night on frequency 1090 Khz, with 50,000 watt power, as well as the sale of airtime for the transmission of advertising campaigns for products and/or services, strictly in accordance with Articles 41 and 42, Section II of the Regulations relating to the Federal Radio and Television Law and any other laws and regulations applicable to the radio industry.

(e) It wishes to enter into this Agreement for the sale of airtime so that "THE CLIENT" may provide promotional, programming and advertising services utilizing, on an exclusive basis, the total transmission time of Radio Station XEPRS, subject to the conditions and limitations set forth hereafter.

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(f) The above-named representative has sufficient power and authority in accordance with applicable law to enter into this Agreement on behalf of "CONCESSION HOLDER", which authority has not been amended or revoked as of the date hereof.

(g) "CONCESSION HOLDER" and "THE CLIENT" are parties to that certain "EXCLUSIVE PROMOTIONAL, PROGRAMMING AND SALES AGREEMENT" dated November 6, 2012 (as amended, the "Prior Agreement"). As of the Effective Date, the Prior Agreement is terminated and replaced in its entirety by this Agreement.

II. "THE CLIENT" DECLARES AND REPRESENTS, THROUGH ITS REPRESENTATIVE, THAT:

(a) It is a limited liability company duly organized in accordance with the laws of the State of California, United States of America.

(b) Its address is located at 6160 Cornerstone Court East, Suite 100, San Diego CA 92121.

(c) It possesses, or will possess on the day on which such Programming, as that term is defined below, is aired over Radio Station XEPRS, all requisite copyrights, trademarks, patents or other intellectual property rights legally required for the production by it of the Programming and that, in accordance with the terms, conditions and limitations set forth in this Agreement, it shall transmit such Programming over the facilities of Radio Station XEPRS in strict compliance with any applicable law.

III. BOTH PARTIES DECLARE:

That they wish to enter into this Agreement for the purpose of allowing "THE CLIENT" to provide promotional, programming and advertising sales services utilizing, on an exclusive basis, the total transmission time of Radio Station XEPRS, which services shall at all times strictly comply with any and all applicable laws and regulations, as well as with the conditions set forth in the Permit, in accordance with the following:

COVENANTS

1. PURPOSE.- "CONCESSION HOLDER" hereby grants to "THE CLIENT" the exclusive right to air its programming over the facilities of Radio Station XEPRS, twenty-four hours per day, seven days per week, except as otherwise set forth herein. "THE CLIENT'S" programming (the "Programming") shall consist of such programming, including, without limitation, commercial advertisements, chosen by "THE CLIENT" that comports with the terms of this Agreement and with the Federal Radio and Television Law and all other applicable legal restrictions and requirements including, without limitation, the rules, regulations and policies of the Federal Communications Commission and the SCT ("Legal Requirements"). In particular, "THE CLIENT" agrees to include in the Programming any announcements necessary to satisfy any station identification announcements mandated by the Legal Requirements.

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2. CONSIDERATION.- In consideration of the foregoing exclusive airtime rights, "THE CLIENT" shall pay "CONCESSION HOLDER" as follows:

2.1 Monthly Payment. Commencing on the Effective Date and then on the first day of each month thereafter, THE CLIENT shall pay to CONCESSION HOLDER [REDACTED] a month, which amount corresponds to the lease fee and the expenses. This amount shall increase after each [REDACTED] period by the corresponding inflation rate released by the National Institute of Statistics, Geography and Informatics (INEGI) for that year. For purposes of this Agreement, the inflation rate referred to in any of its clauses can never be higher than [REDACTED]

2.2 Carryover Amount. "THE CLIENT" and "CONCESSION HOLDER" agree that "THE CLIENT" owes "CONCESSION HOLDER" the sum of [REDACTED] under the Prior Agreement resulting from the early termination of the Prior Agreement. Hereinafter, the principal sum of [REDACTED] plus simple interest thereon at the rate of [REDACTED] per annum shall be collectively referred to as the "Carryover Amount." "CONCESSION HOLDER" and "THE CLIENT" agree that, in full and complete satisfaction of the Carryover Amount, "THE CLIENT" shall make an annual payment of [REDACTED] of the annual net profit attributable to the Radio Station XEPRS, until "CONCESSION HOLDER" has received in full the Carryover Amount. Payments under this Section 2.2 shall first be applied to the principal component of the Carryover Amount and then the interest component of the Carryover Amount.

2.3 Post-Carryover Amount Profit Payment. After the Carryover Amount has been paid in full in accordance with Section 2.2 of this Agreement, "THE CLIENT" shall continue to pay "CONCESSION HOLDER" [REDACTED] of the net profit attributable to the Radio Station XEPRS for the remaining term of this Agreement.

2.4 Profit Calculation And Financial Statements. The profit calculations of Sections 2.2 and 2.3 above will be made in accordance with generally accepted accounting principles for the operation of Radio Station XEPRS. "THE CLIENT" shall provide "CONCESSION HOLDER" with copies of its financial statements after the end of each calendar year to support the net profit calculations of this Section 2, which will also show the basis upon which the profit component for Radio State XEPRS is calculated and will be certified by an officer of "THE CLIENT" to be materially true and correct to the best of such officer's knowledge, information and belief. The profit payment will be made annually not later than ninety (90) days following the end of the calendar year.

"CONCESSION HOLDER" and "THE CLIENT" shall employ their reasonable commercial efforts and work jointly to lower operating expenses as much as possible.

The payments referenced in Sections 2.1 through 2.3 above, do not include any special transmission, remote controls or links within or outside the United States of America or Mexico, game shows, prizes, promotions, payment of rights for the granting of permits, special or additional equipment, insertions in printed or any other type of media required to publicize the Programming or the content of the station. Therefore, if required, the costs of these or any similar concepts, which are not in the ordinary course of business, shall be borne by "THE CLIENT". Notwithstanding the foregoing, "CONCESSION HOLDER," at "THE CLIENT'S" request, shall

make space available at the Radio Station XEPRS transmitter site or studios at no additional charge for the installation of such equipment as "THE CLIENT" may deem reasonably necessary for the reception of the Programming from "THE CLIENT'S" studios. "CONCESSION HOLDER" shall, at "THE CLIENT'S" expense, take all steps reasonably necessary to prepare and file any applications with the SCT or other appropriate governmental agency as may be required for the installation or operation of such equipment.

3. TERM.- Subject to "CONCESSION HOLDER" receiving a renewal of the Permit (for which "CONCESSION HOLDER" shall employ its best efforts and always work diligently with its advisors and the applicable authorities to procure same), this Agreement shall be in effect for an initial period of ten (10) years (the "Initial Term"), commencing on the Effective Date. If during the first 3 years (36 months) following the Effective Date, "THE CLIENT" fails to make a monthly payment, this Agreement may be voided and terminated by "CONCESSION HOLDER" at the conclusion of the third year following the Effective Date.

4. PURCHASE OPTION.- [Intentionally Omitted]

5. MANNER AND DATE OF PAYMENT.- "THE CLIENT" hereby agrees to pay the monthly payment amounts referred to in Section 2.1, in advance, within the first ten (10) days of each month via wire transfer to account number [REDACTED] with JPMorgan Chase Bank.

6. USE OF AIRTIME.- The airtime provided by the "CONCESSION HOLDER" to "THE CLIENT" pursuant to this Agreement shall be used solely and exclusively for the transmission of its Programming, except as expressly authorized in advance by "CONCESSION HOLDER".

7. IDENTIFICATION AND PROMOTION.- The identification of the station is XEPRS transmitting on 1090 Khz with 50,000 watt power during day and night, with its studios located at Carretera Rosarito Km. 11. In any promotion or transmission made to publicize the Programming of Radio Station XEPRS, "THE CLIENT" shall include the station's call sign (XEPRS) in any printed or verbal campaign.

During the term of this Agreement, "CONCESSION HOLDER" authorizes "THE CLIENT" to commercially identify the station and to mention that the Programming is a production of Radio Station XEPRS. Upon termination of the agreement, "THE CLIENT" shall abstain from using the station ID and frequency. "CONCESSION HOLDER" may not grant to any other person the right to broadcast, transmit or otherwise distribute or use the Programming, or any part of it, in any manner. This agreement shall not be construed to grant "CONCESSION HOLDER" any right of ownership or use relating to trade names, trademarks or service marks of "THE CLIENT" or its affiliates.

8. MARKETING; REVENUES.- The airtime made available to "THE CLIENT" shall be directly marketed and sold by "THE CLIENT", in strict compliance with principles of commercial ethics and observing at all times Legal Requirements and any other applicable law or regulation. "THE CLIENT" shall retain all advertising and other revenues, and all accounts receivable, relating to the Programming it delivers to Radio Station XEPRS for broadcast including, without limitation, promotion-related revenues and any network compensation.

9. LABOR LIABILITIES.- "CONCESSION HOLDER" and "THE CLIENT" shall each be responsible for adhering to all applicable law as regards their respective employees. Each party hereto shall indemnify the other party hereto with respect to any damage suffered by the indemnified party arising from the failure of the indemnifying party to adhere to the obligations imposed by this paragraph.

10. STATION PERSONNEL AND EQUIPMENT.- "CONCESSION HOLDER" has the personnel required for the provision of the radio-transmitting services, such as: operators, radio-transmitting technicians, administrative personnel, etc. "CONCESSION HOLDER" also has the premises and the transmission equipment that, in accordance with Mexican Official Standards and the Concession Deed, is required for the operation of radio stations. "CONCESSION HOLDER" hereby represents that Radio Station XEPRS is presently operating at full authorized power and with the facilities authorized in the Permit. "CONCESSION HOLDER" shall employ technical staff ("Technical Employees") necessary to operate the Radio Station XEPRS transmission facilities in such a fashion as to permit "THE CLIENT" to air the Programming over the station and to ensure that the station operates at full authorized power. "CONCESSION HOLDER" shall be responsible for the salaries, taxes, benefits, insurance and related costs for such "Technical Employees". Throughout the term of this Agreement, "CONCESSION HOLDER" shall operate Radio Station XEPRS at full licensed power and with the facilities authorized in the Permit twenty-four hours per day, seven days per week, except for routine maintenance not to exceed two hours each Sunday between 12:01 AM and 6 AM, local time, and shall be responsible for all costs incurred in operating the transmission plant of the station. "THE CLIENT" at all times shall be afforded, reasonable access, under "CONCESSION HOLDER'S" supervision and oversight, to the station's facilities and equipment to coordinate and ensure the delivery and transmission of its Programming.

"CONCESSION HOLDER" shall own and operate the Radio Station XEPRS transmission plant and operate such in compliance at all times with all applicable laws, rules, regulations and ordinances including, without limitation, those applicable to the Permit. "CONCESSION HOLDER" shall be responsible for any taxes resulting from "CONCESSION HOLDER'S" revenue from this agreement. "CONCESSION HOLDER" shall maintain in full force and effect throughout the term of this agreement insurance with responsible and reputable insurance companies covering such risks and in such amounts as is conventionally carried by broadcasters operating radio stations with facilities comparable to those of Radio Station XEPRS, but in no event less than [REDACTED]

11. CLIENT PERSONNEL AND EQUIPMENT.- "THE CLIENT" has all the technical and human resources required for the production of its Programming which is to be sent for transmission by Radio Station XEPRS in Rosarito, B.C., and, as of the date of commencement of the operations contemplated by this Agreement, will have the studios and premises required for the recording, production and transmission of such Programming. Therefore, all personnel participating as conductors, programmers, reporters, broadcasters, drafters, writers, analysts, producers, technicians and in general, all personnel hired or sub-contracted for such purposes, shall be considered "THE CLIENT's" employees. All expenses arising from the foregoing shall be borne exclusively by "THE CLIENT".

12. MANAGEMENT OF "CONTRATO LEY".- "CONCESSION HOLDER" and "THE CLIENT", acknowledge and agree that the sole administrator of the Labor Agreement for the Radio and Television Industry (Contrato Ley) for commercial Radio Station XEPRS in Rosarito, B.C., is the Mexican Radio, Television and Similar Industries Workers' Union (*Sindicato de Trabajadores de la Industria de la Radiodifusion, Television, Similares y Conexos de la Republica Mexicana*), pursuant to which both parties will respect the rights and benefits of those of the "CONCESSION HOLDER'S" employees whose labor is classified as "Unionized" in accordance with the respective Contrato Ley.

13. UNION PERSONNEL.- "CONCESSION HOLDER" and "THE CLIENT" each acknowledge and agree, as regards to their respective employees who may work in Mexico, to undertake early negotiations with union leaders so that workers who are hired and whose function as set forth by article 101 of the Contrato Ley, may join the union, or alternatively, to obtain the respective authorization by paying the transit or movement fees set forth in article 51 thereof. All negotiations and/or proceedings required in connection with the foregoing shall be carried out by the representatives of "CONCESSION HOLDER".

14. PROGRAMMING PRODUCTION.- The production, conduction, and all other aspects required for the creation of the Programming, including the costs related thereto, shall be "THE CLIENT's" responsibility, which it shall carry out at its premises located at 6160 Cornerstone Court East, Suite 100, San Diego CA 92121, or at any other address within the United States which it may occupy now or in the future.

"THE CLIENT" agrees to deliver, using its own technical and human resources, it's Programming to the studios of "CONCESSION HOLDER", so that it may transmit the same. Such signal may be sent through any means which are compatible with the signal-receiving equipment used by "CONCESSION HOLDER" or such equipment as may be installed by "THE CLIENT" pursuant to Section 1 above.

15. FISCAL AND OFFICIAL TIMES, LINKAGE, ETC.- "THE CLIENT" agrees to insert in the Programming such material as may be required by Legal Requirements. Without limiting the foregoing, "THE CLIENT" shall insert two (2) promotions for the Mexican National Tourist Office each hour, twenty-four hours per day.

"CONCESSION HOLDER" is and shall be the only party entitled to insert within Radio Station XEPRS programming the campaigns, links, spots or any other insert required in accordance with current legal provisions, and shall notify "THE CLIENT" thereof in advance via telephone or any other communication means.

16. PATENTS, TRADEMARKS, INTELLECTUAL PROPERTY RIGHTS, ETC.- "THE CLIENT" shall be solely responsible for the use (or misuse) of the trademarks, trade names, copyrights or a fly other intellectual property rights relating to the transmission and the content of the Programming other than such insertions required pursuant to Legal Requirements if it has no control over the content of such insertions. Consequently, "THE CLIENT" agrees to indemnify and hold "CONCESSION HOLDER" harmless from any judicial or non-judicial claim arising in Mexico or abroad from alleged or real infringement to intellectual property, trademark, patent and

similar laws (whether Mexican or foreign), and further agrees to cover the cost of any litigation instituted against "CONCESSION HOLDER" relating thereto.

Counsel specializing in intellectual property issues to be designated by "THE CLIENT", shall conduct any litigation relating to the foregoing, and "THE CLIENT" shall bear all costs, attorney's fees and other expenses in connection thereto.

17. TECHNICAL INTERRUPTIONS.- "CONCESSION HOLDER" shall use its best efforts to maintain its transmission equipment in optimum condition and operating in accordance with the terms of its Permit and Legal Requirements; however, it shall not be responsible for technical failures due to the lack of electrical power and electrical discharges which are out of its control, among other things, which may damage or temporarily suspend the transmission of Radio Station XEPRS, in which cases it shall immediately proceed to remedy or replace the damage caused, exception made of cases in which it is impossible to do so or in which the damage was caused by earthquakes, tremors, fire, flooding or any other Act of God which make it humanly and technically impossible to continue transmitting.

Even if the circumstances described in the preceding paragraph arise, the parties agree that "THE CLIENT" shall not be released from making the payments which it is obligated to make hereunder to "CONCESSION HOLDER" unless the station fails to operate at full authorized power and otherwise in accordance with the terms of the Permit for more than 96 hours in any one month, in which event "THE CLIENT" shall be entitled to a prorata reduction of the monthly fee set forth in Section 2 above.

18. EVENTS OF TERMINATION.- The following shall be considered events of termination of this Agreement, without any liability whatsoever for "CONCESSION HOLDER" or "THE CLIENT", as applicable, and without the need for any judicial resolution upon the occurrence of one of the following events:

18.1 This Agreement may be terminated by "CONCESSION HOLDER" upon:

18.1.1 The failure of "THE CLIENT" to make the corresponding monthly payments during two consecutive months;

18.1.2 The bankruptcy of "THE CLIENT";

18.1.3 Any final judicial order arising from the content of the Programming or any wrongdoing on the part of "THE CLIENT" which could reasonably be deemed to be likely to lead to the revocation of the concession granted to "CONCESSION HOLDER".

18.1.4 If the transmission of the Programming does not comply with applicable legal regulations, and consequently, "CONCESSION HOLDER" is sanctioned on two occasions or fined by the competent authority;

18.1.5 A total or partial assignment by "THE CLIENT" that is in contravention of Section 21, below, and "THE CLIENT" fails to remedy such allegedly

unauthorized assignment within 30 days of written notice by "CONCESSION HOLDER" to "THE CLIENT" of its claim of unauthorized assignment; or

18.1.6 If "THE CLIENT" fails to materially adhere to any covenant under this Agreement and "THE CLIENT" fails to cure such failure within thirty days of "CONCESSION HOLDER'S" written notice to "THE CLIENT" of such failure.

Such termination shall be effective without any liability whatsoever for "CONCESSION HOLDER", as long as "CONCESSION HOLDER" is not in breach of this Agreement and without the need for any judicial resolution.

18.2 This Agreement may be terminated by "THE CLIENT" upon:

18.2.1 The failure of "CONCESSION HOLDER" to operate Radio Station XEPRS at full licensed power and in accordance with the terms of its Permit for more than 96 hours within any calendar month;

18.2.2 The failure of "CONCESSION HOLDER" to air the Programming over Radio Station XEPRS for more than 96 hours in any calendar month;

18.2.3 The bankruptcy of "CONCESSION HOLDER";

18.2.4 If "CONCESSION HOLDER" fails to materially adhere to any covenant under this Agreement and "CONCESSION HOLDER" fails to cure such failure within thirty days of "THE CLIENT'S" written notice to "CONCESSION HOLDER" of such failure; or

18.2.5 The failure of "CONCESSION HOLDER" to receive a renewal of the Permit, despite having employed its best efforts and diligence to obtain same. Without limiting any other rights which "THE CLIENT" may have under this Agreement, the parties agree that "THE CLIENT" shall be under no obligation to make any payments to "CONCESSION HOLDER", including any payments for monthly expenses, if the Programming is not aired over Radio Station XEPRS because the Permit has not been renewed by the Mexican Government.

Such termination shall be effective without any liability whatsoever for "THE CLIENT" as long as "THE CLIENT" is not in breach of this Agreement and without the need for any judicial resolution.

19. LIQUIDATED DAMAGES.- "CONCESSION HOLDER" shall be entitled to collect liquidated damages in case the Agreement is terminated by "CONCESSION HOLDER" pursuant to Section 18 above. Should the Agreement be so terminated, the parties expressly agree that the amount of liquidated damages shall be the following:

i) Year 1 through 5: the equivalent to [REDACTED] payments set forth in Section 2.1 for the then current year, in US Dollars or its equivalent amount in Mexican Pesos at the rate of exchange published by Banco de Mexico in the Official Gazette of the Federation (*Diario Oficial de la Federacion*) to pay obligations denominated in US Dollars on the day on which payment is made.

20. CONFIDENTIALITY.- The parties agree that the provisions of this Agreement shall be strictly confidential, and that the partial or total disclosure of the same is prohibited, unless such disclosure is required by law or regulatory authority. Should any of the parties breach this provision, the non-breaching party shall be entitled to recover from the breaching party its damages resulting therefrom.

21. ASSIGNMENT.- The parties hereto may not partially or wholly assign their rights and obligations hereunder, except as they may jointly agree to in writing in the future and such agreement shall not be unreasonably withheld.

22. LIMITATIONS ON INTERPRETATION.- The parties agree that no provision of this Agreement is to be construed or interpreted as a sale or a partial or full assignment of the concession or the rights arising thereunder, as set forth in the Federal Radio and Television Law, its Regulations or any other applicable law. Consequently, should the Ministry of Communications and Transportation in accordance with its authority, determine a contrary opinion with respect to the same, this agreement shall be terminated without liability for the parties hereto, except for the obligation to mutually pay any consideration which is due through the date of termination or to reimburse any guarantees which were given.

23. REPRESENTATION.- "CONCESSION HOLDER" shall maintain sole responsibility for the compliance of each and every obligation of the "CONCESSION HOLDER" under the Permit. Any proceeding before any agency or office of the Mexican Government shall be conducted by "CONCESSION HOLDER" and/or "MR. BICHARA". Consequently, any request or proceeding required for the transmission of the Programming of "THE CLIENT" which relates to any aspect of the Permit or the Federal Radio and Television Law, such as game shows and programs developed abroad and received via any communication means, shall be requested by "CONCESSION HOLDER" on a timely basis, including the payment of any fees and the compliance with any requirements in connection therewith.

Furthermore, "CONCESSION HOLDER" shall be solely and exclusively responsible for providing any information relating to the radio industry and in particular any information relating to "CONCESSION HOLDER", to Mexican Governmental Agencies, Autonomous Entities, Unions, Industrial Chambers, and Confederations.


"CONCESSION HOLDER" and/or "MR. BICHARA", hereby agree to employ their best efforts and take any necessary actions to ensure that their obligations arising from the Permit and the applicable radio industry regulations are fully complied with.

24. APPLICABLE LAW.- This Agreement shall be subject to, and interpreted in accordance with, the laws of Mexico, and in particular, by the provisions of the Federal Radio and Television Law, the General Law of National Assets, the Commerce Code, the Civil Code for the Federal District of Mexico, the Permit and any other law or regulation applicable to the radio industry.

25. JURISDICTION.- The parties agree to engage in conciliatory negotiations in case of a dispute as to the interpretation and performance of this Agreement. Should these negotiations prove unsuccessful, the parties hereby expressly submit themselves to the jurisdiction of the courts

in the Federal District of Mexico or the federal or state courts located in the State of California, and waive any other forum to which they may be entitled by reason of their present or future domiciles.


[SIGNATURE PAGE FOLLOWS]

A handwritten signature in black ink, consisting of stylized, cursive letters that appear to be 'M' and 'S' followed by a long, sweeping horizontal stroke.

IN WITNESS WHEREOF, the parties hereto sign three counterparts of this Agreement as of the date first set forth above.


"CONCESSION HOLDER:"

INTERAMERICANA DE RADIO,
S.A. DE C.V.
a Mexican corporation

By: 
Name: Lic. Bernardo Bichara Kawas
Title: Attorney-In-Fact


"THE CLIENT:"

BROADCAST COMPANY OF THE
AMERICAS, LLC
a California limited liability company

By: 
Name: Michael Glickenhans
Title: President and Market Manager

"MR. BICHARA:"


Lic. Bernardo Bichara Kawas


Lic. Andres Bichara Assad

Broadcast Company of the Americas, Inc.
FCC Form 308
XEPRS(AM), Rosarito, BC
March 2019

Exhibit D

The program deliveries by Broadcast Company of the Americas, LLC (the applicant) to XEPRS(AM), Rosarito, Baja California, Mexico, are to be regularly scheduled, 24 hours per day, seven days per week, in English, with a sports programming format.

Broadcast Company of the Americas, Inc.
FCC Form 308
XEPRS(AM), Rosarito, BC
March 2019

Exhibit E

See attached Equal Employment Opportunity Model Program Report on FCC Form 396-A.

**BROADCAST EQUAL EMPLOYMENT OPPORTUNITY
MODEL PROGRAM REPORT**

Legal Name of the Applicant Broadcast Company of the Americas, LLC		
Mailing Address 6160 Cornerstone Court East, Suite 100		
City San Diego	State or Country (if foreign address) CA	ZIP Code 92121
Telephone Number (include area code) 858-535-2500	E-Mail Address (if available) MGlickenhaus@bcaradio.com	
	Facility ID Number	Call Sign XEPRS (AM)

☐ Application for Construction Permit for New Station ☐ Application for Assignment of License

☐ Application for Transfer of Control Other: Section 325(c) Permit

a. Service Type: ☒ AM ☐ FM ☐ TV ☐ Other (specify) _____

b. Community of License:

City Rosarito	State BC, Mex.
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INSTRUCTIONS

Applicants seeking authority to construct a new commercial, noncommercial or international broadcast station, applicants seeking authority to obtain assignment of the construction permit or license of such a station, and applicants seeking authority to acquire control of an entity holding such construction permit or license are required to afford equal employment opportunity to all qualified persons and to refrain from discrimination in employment and related benefits on the basis of race, color, religion, national origin or sex. See 47 C.F.R. Section 73.2080. Pursuant to these requirements, an applicant who proposes to employ five or more full-time employees must establish a program designed to assure equal employment opportunity. This is submitted to the Commission as the Model EEO Program. For purposes of this form, a station employment unit is a station or a group of commonly owned stations in the same market that share at least one employee.

Guidelines for a Model EEO Program and a Model EEO Program are attached.

NOTE: Check appropriate box, sign the certification below and return to FCC:

- ☐ Station employment unit will employ fewer than 5 full-time employees; therefore no written program is being submitted.
- ☒ Station employment unit will employ 5 or more full-time employees. Our Model EEO Program is attached. (You must

I certify that the statements made herein are true, complete, and correct to the best of my knowledge and belief, and are made in

Signed <i>Michael Glickenhaus</i>	Name of Respondent Michael Glickenhaus
Title President	Date March 1, 2019

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

GUIDELINES TO THE MODEL EEO PROGRAM

The model EEO program adopted by the Commission for construction permit applicants, assignees, and transferees contains five sections designed to assist the applicant in establishing an effective EEO program for its station. The specific elements which should be addressed are as follows:

I. GENERAL POLICY

The first section of the program should contain a statement by the applicant that it will afford equal employment opportunity in all personnel actions without regard to race, color, religion, national origin or sex, and that it has adopted an EEO program which is designed to fully utilize the skills of qualified persons.

II. RESPONSIBILITY FOR IMPLEMENTATION

This section calls for the name (if known) and title of the official who will be designated by the applicant to have responsibility for implementing the station's program.

III. POLICY DISSEMINATION

The purpose of this section is to disclose the manner in which the station's EEO policy will be communicated to employees and prospective employees. The applicant's program should indicate whether it: (a) intends to utilize an employment application form which contains a notice informing job applicants that discrimination is prohibited and that persons who believe that they have been discriminated against may notify appropriate governmental agencies; (b) will post a notice which informs job applicants and employees that the applicant is an equal opportunity employer and that they may notify appropriate governmental authorities if they believe that they have been discriminated against; and (c) will seek the cooperation of labor unions, if represented at the station, in the implementation of its EEO program and in the inclusion of nondiscrimination provisions in union contracts. The applicant should also set forth any other methods it proposes to utilize in conveying its EEO policy (e.g., orientation materials, on-air announcements, station newsletter) to employees and prospective employees.

IV. RECRUITMENT

The applicant should specify the recruitment sources and other techniques it proposes to use to attract qualified job applicants. The purpose of the listing is to assist the applicant in developing specialized referral sources to ensure wide dissemination of vacancy information as job opportunities occur. Sources which subsequently prove to be nonproductive should not be relied on and new sources should be sought.

MODEL EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

I. GENERAL POLICY

It will be our policy to provide equal employment opportunity to all qualified individuals without regard to race, color, religion, national origin or sex in all personnel actions including recruitment, evaluation, selection, promotion, compensation, training and termination.

It will also be our policy to promote the realization of equal employment opportunity through a positive, continuing program of specific practices designed to ensure the full realization of equal employment opportunity without regard to race, color, religion, national origin or sex.

To make this policy effective, and to ensure conformance with the Rules and Regulations of the Federal Communications Commission, we have adopted an Equal Employment Opportunity Program which includes the following elements:

II. RESPONSIBILITY FOR IMPLEMENTATION

Name/Title Michael Glickenhause, President

will be responsible for the administration and implementation of our Equal Employment Opportunity Program. It will also be the responsibility of all persons making employment decisions with respect to the recruitment, evaluation, selection, promotion, compensation, training and termination of employees to ensure that our policy and program is adhered to and that no person is discriminated against in employment because of race, color, religion, national origin or sex.

III. POLICY DISSEMINATION

To ensure that all members of the staff are cognizant of our equal employment opportunity policy and their individual responsibilities in carrying out this policy, the following communication efforts will be made:

- ☒ The station's employment application forms will contain a notice informing prospective employees that discrimination because of race, color, religion, national origin or sex is prohibited and that they may notify the appropriate local, State or Federal agency if they believe they have been the victims of discrimination.
- ☒ Appropriate notices will be posted informing applicants and employees that the station is an Equal Opportunity Employer and of their right to notify an appropriate local, State or Federal agency if they believe they have been the victims of discrimination.
- ☒ We will seek the cooperation of unions, if represented at the station, to help implement our EEO program and all union contracts will contain a nondiscrimination clause.

☐ Other (specify)

IV. RECRUITMENT

To ensure that information concerning each full-time vacancy is widely disseminated, we propose to use the following list of recruitment sources consistent with the requirements of 47 C.F.R. Section 73.2080:

The San Diego Union-Tribune
National Association of Hispanic Journalists
National Association of Black Journalists
San Diego State University
University of San Diego
TVandRadioJobs.com
Careerbuilder.com

FCC NOTICE REQUIRED BY THE PAPERWORK REDUCTION ACT

We have estimated that each response to this collection of information will take one (1) hour. Our estimate includes the time to read the instructions, look through existing records, gather and maintain required data, and actually complete and review the form or response. If you have any comments on this estimate, or on how we can improve the collection and reduce the burden it causes you, please write the Federal Communications Commission, AMD-PER, Paperwork Reduction Project (3060-0113), Washington, D. C. 20554. We will also accept your comments via the Internet if you send them to pra@fcc.gov. Remember - you are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0113.

THE FOREGOING NOTICE IS REQUIRED BY THE PAPERWORK REDUCTION ACT OF 1995, P.L. 104-13, OCTOBER 1, 1995, 44 U.S.C. 3507.

Agency Tracking ID:PGC3217325 Authorization Number:01568G

Successful Authorization -- Date Paid: 3/1/19

FILE COPY ONLY!!

READ INSTRUCTIONS CAREFULLY BEFORE PROCEEDING (1) LOCKBOX #979093	FEDERAL COMMUNICATIONS COMMISSION REMITTANCE ADVICE FORM 159 PAGE NO 1 OF 1	APPROVED BY OMB 3060-059 SPECIAL USE FCC USE ONLY
SECTION A - Payer Information		
(2) PAYER NAME (if paying by credit card, enter name exactly as it appears on your card) Repp Law Firm		(3) TOTAL AMOUNT PAID (dollars and cents) \$110.00
(4) STREET ADDRESS LINE NO. 1 1629 K Street, NW		
(5) STREET ADDRESS LINE NO. 2 Suite 300		
(6) CITY Washington	(7) STATE DC	(8) ZIP CODE 20006-1631
(9) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) 202-6561619		(10) COUNTRY CODE (IF NOT IN U.S.A.) US
FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED		
(11) PAYER (FRN) 0020871570		(12) FCC USE ONLY
IF PAYER NAME AND THE APPLICANT NAME ARE DIFFERENT, COMPLETE SECTION B IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C)		
(13) APPLICANT NAME Broadcast Company of the Americas, LLC		
(14) STREET ADDRESS LINE NO. 1 6160 Cornerstone Court E.		
(15) STREET ADDRESS LINE NO. 2 Suite 100		
(16) CITY San Diego	(17) STATE CA	(18) ZIP CODE 92121
(19) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) 858-5352500		(20) COUNTRY CODE (IF NOT IN U.S.A.) US
FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED		
(21) APPLICANT (FRN) 0008527418		(22) FCC USE ONLY
COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET		
(23A) FCC Call Sign/Other ID XEPRS	(24A) Payment Type Code(PTC) MBR	(25A) Quantity 1
(26A) Fee Due for (PTC) \$110.00	(27A) Total Fee \$110.00	FCC Use Only
(28A) FCC CODE 1	(29A) FCC CODE 2 MBR	
(23B) FCC Call Sign/Other ID	(24B) Payment Type Code(PTC)	(25B) Quantity
(26B) Fee Due for (PTC)	(27B) Total Fee	FCC Use Only
(28B) FCC CODE 1	(29B) FCC CODE 2	