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June 21, 2011

VIA HAND DELIVERY

STAMP & RETURN

FILED/ACCEPTED

Ms. Marlene H. Dortch, Secretary
 Federal Communications Commission
 445 12th Street, S.W.
 Washington, DC 20054

JUN 21 2011

Federal Communications Commission
 Office of the Secretary

Re: CMCG Puerto Rico License LLC
 Lead Station WMEI(TV), Arecibo, PR (Fac. ID No. 26676)
Filing of Document Pursuant to 47 C.F.R. § 73.3613

Dear Ms. Dortch:

CMCG Puerto Rico License LLC, on behalf of the stations set forth in the table below, through counsel and pursuant to 47 C.F.R. § 73.3613, hereby submits a copy of the First Amendment to Time Brokerage Agreement by and among Max Media of Puerto Rico LLC, Corporate Media Consultants Group II LLC, CMCG Puerto Rico LLC, and CMCG Puerto Rico License LLC.

Station	Community of License	Facility ID No.
WMEI(TV)	Arecibo, PR	26676
WOST(TV)	Mayaguez, PR	60357
WQQZ-CA	Ponce, PR	32142

Should any questions arise concerning this matter, kindly advise the undersigned.

Respectfully submitted,

Erwin G. Krasnow
 Attorney for CMCG Puerto Rico License LLC

Enclosures

**FIRST AMENDMENT TO
TIME BROKERAGE AGREEMENT**

THIS FIRST AMENDMENT TO TIME BROKERAGE AGREEMENT (the "Amendment") is made as of the 14th day of March, 2011 by and between MAX MEDIA OF PUERTO RICO LLC, a Virginia limited liability company ("Programmer"), CORPORATE MEDIA CONSULTANTS GROUP II LLC, a Virginia limited liability company ("Parent"), CMCG PUERTO RICO LLC, a Virginia limited liability company ("CMCG Puerto Rico"), and CMCG PUERTO RICO LICENSE LLC, a Virginia limited liability company (the "Licensee"). All capitalized terms used in this Amendment and not defined herein shall have the meanings set forth in the Agreement (as defined below).

RECITALS

- A. Programmer, Parent, CMCG Puerto Rico and Licensee entered into a Time Brokerage Agreement, dated July 17, 2006 (the "Agreement"), under which Programmer agreed to provide Licensee with programming content, consistent with the rules and regulations of the Federal Communications Commission ("FCC") and according to the terms and conditions set forth in the Agreement.
- B. The parties desire to amend the Agreement to require Programmer to include nondiscrimination clauses in its advertising contracts.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. The following language shall be added as a new Section 2.11 of the Agreement:

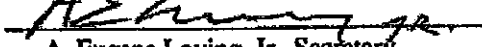
"2.11 Advertising Contracts. All contracts for the sale of advertising time on the Stations which may be entered into by Programmer shall include the following language to satisfy the FCC's nondiscrimination in advertising certification requirement: 'Advertiser does not discriminate on the basis of race or ethnicity in the placement, scheduling and completion of purchase of advertising. Any order for advertising that includes any such restriction will not be accepted.'"
- 2. This Amendment may be executed in one or more counterparts (including by means of facsimile or electronic transmission), each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- 3. All terms and conditions of the Agreement not amended hereby shall remain in full force and effect and shall be binding on the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this First Amendment to Time Brokerage Agreement effective the day and year first above written.

PROGRAMMER:

MAX MEDIA OF PUERTO RICO LLC,
a Virginia limited liability company

By: 
A. Eugene Loving, Jr., Secretary

PARENT:

CORPORATE MEDIA CONSULTANTS GROUP II LLC,
a Virginia limited liability company

By: 

CMCG PUERTO RICO:

CMCG PUERTO RICO LLC,
a Virginia limited liability company

By: 

LICENSEE:

CMCG PUERTO RICO LICENSE LLC,
a Virginia limited liability company

By: Corpora
Its: Manage

By: 
Charles Glover, President