



G A R V E Y S C H U B E R T B A R E R
 A PARTNERSHIP OF PROFESSIONAL CORPORATIONS

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 ekrasnow@gsblaw.com TEL EXT 2161

December 15, 2009

Our File No. 21704-00100-60

VIA FEDEX

Ms. Marlene H. Dortch, Secretary
 Federal Communications Commission
 Office of the Secretary
 9300 East Hampton Drive
 Capitol Heights, MD 20743

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

Dear Ms. Dortch:

On behalf of CMCG Puerto Rico License LLC, there is submitted herewith, pursuant to Section 73.3613(b) of the Commission's rules, the following documents: (1) Fourth Amendment to the Operating Agreement of Max Media LLC; (2) First Amendment to the Operating Agreement of Max Management X LLC; and (3) Second Amendment to the Operating Agreement of Aardvarks Also 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.

Sincerely,

Erwin G. Krasnow
 Counsel to CMCG Puerto Rico License LLC

Enclosures

**FOURTH AMENDMENT
TO THE
OPERATING AGREEMENT
OF
MAX MEDIA LLC**

THIS FOURTH AMENDMENT TO THE OPERATING AGREEMENT (the "Fourth Amendment") of MAX MEDIA LLC, a Virginia limited liability company (the "Company") is made and entered into as of this 1st day of November, 2009, by and among the undersigned Members of the Company and provides as follows:

PRELIMINARY STATEMENTS

A. The Company is currently operating pursuant to an Operating Agreement dated January 28, 2003, as amended by that First Amendment to Operating Agreement dated June 1, 2003, as further amended by that Second Amendment to Operating Agreement dated July 16, 2003 and as further amended by that Third Amendment to Operating Agreement dated March 25, 2005 (collectively, the "Operating Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Operating Agreement; and

B. In accordance with Section 11.1 of the Operating Agreement, this Fourth Amendment is executed for the purpose of amending Section 6.1 of the Operating Agreement to insulate the Members from certain Federal Communications Commission reporting requirements.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth in this Fourth Amendment and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties stipulate and agree as follows:

1. The following language is hereby inserted as Section 6.1(g) of the Operating Agreement:

(g) The following restrictions shall apply to each Member:

(i) no Member shall act as an employee of the Company or any of its direct or indirect subsidiaries if such Member's functions, directly or indirectly, relate to the media activities of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries;

(ii) no Member shall act or serve as an independent contractor or agent for the Company or any of its direct or indirect subsidiaries with respect to the media activities of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries;

(iii) no Member shall communicate with the members, officers or management of the Company or any of its direct or indirect subsidiaries that are involved in the media activities of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries regarding the day-to-day operation of such stations;

(iv) no Member shall perform any services to the Company or any of its direct or indirect subsidiaries relating to the media activities of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries; and

(v) no Member shall in any other way become actively involved in management or operation of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries.

Notwithstanding the foregoing, none of the restrictions listed in Sections 6.1(g)(i)-(v) shall apply to any Member who files ownership report(s) with the FCC pursuant to 47 C.F.R. § 73.3615 and is otherwise in compliance with all Federal Communications Commissions' rules and requirements regarding the performance of the activities described in Sections 6.1(g)(i)-(v).

2. Except as modified by this Fourth Amendment, all of the terms and conditions of the Operating Agreement shall remain in full force and effect.

3. This Fourth Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Fourth Amendment by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Fourth Amendment.

[SIGNATURE PAGES TO FOLLOW]

{Fourth Amendment to Operating Agreement of Max Media LLC - Members}

The undersigned, being the Members of the Company, have executed this Fourth Amendment effective as of the date set forth above.

MBG-GG LLC,
a Delaware limited liability company

By: MBG-GG Management LLC
Its: Manager

By: *Kh Dir*
Its: Manager

Date Signed: _____

MBG QUAD-C INVESTORS I, INC.,
a Virginia corporation

By: _____
Its: _____

Date Signed: _____

MBG QUAD-C INVESTORS II, INC.,
a Virginia corporation

By: _____
Its: _____

Date Signed: _____

COLONNADE MAX INVESTORS INC.,
a Virginia corporation

By: _____
Its: _____

Date Signed: _____

{Fourth Amendment to Operating Agreement of Max Media LLC - Members}

The undersigned, being the Members of the Company, have executed this Fourth Amendment effective as of the date set forth above.

MBG-GG LLC,
a Delaware limited liability company

By: MBG-GG Management LLC
Its: Manager

By: _____
Its: Manager

Date Signed: _____

MBG QUAD-C INVESTORS I, INC.,
a Virginia corporation

By: _____
Its: _____

Date Signed: _____

MBG QUAD-C INVESTORS II, INC.,
a Virginia corporation

By: _____
Its: _____

Date Signed: _____

COLONNADE MAX INVESTORS INC.,
a Virginia corporation

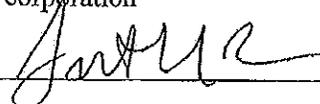
By: Allen T. Puck
Its: President

Date Signed: _____

{Fourth Amendment to Operating Agreement of Max Media LLC - Members Continued}

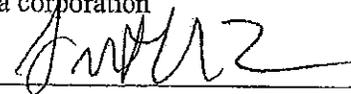
The undersigned, being the Members of the Company, have executed this Fourth Amendment effective as of the date set forth above.

QUAD-C MAX INVESTORS, INC.,
a Virginia corporation

By: 
Its: _____

Date Signed: _____

QUAD-C MAX INVESTORS II, INC.,
a Virginia corporation

By: 
Its: _____

Date Signed: _____

AARDVARKS ALSO LLC,
a Virginia limited liability company

By: _____
Its: _____

Date Signed: _____

{Fourth Amendment to Operating Agreement of Max Media LLC - Members Continued}

The undersigned, being the Members of the Company, have executed this Fourth Amendment effective as of the date set forth above.

QUAD-C MAX INVESTORS, INC.,
a Virginia corporation

By: _____
Its: _____

Date Signed: _____

QUAD-C MAX INVESTORS II, INC.,
a Virginia corporation

By: _____
Its: _____

Date Signed: _____

AARDVARKS ALSO LLC,
a Virginia limited liability company

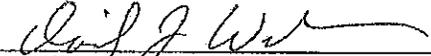
By: *David J. Wil*
Its: *Vice President*

Date Signed: *12/13/09*

{Fourth Amendment to Operating Agreement of Max Media LLC - Members Continued}

The undersigned, being the Members of the Company, have executed this Fourth Amendment effective as of the date set forth above.

MAX INCENTIVE COMPANY LLC,
a Virginia limited liability company

By: 
Its: Vice President

Date Signed: 12/13/09

**FIRST AMENDMENT
TO THE
OPERATING AGREEMENT
OF
MAX MANAGEMENT X LLC**

THIS FIRST AMENDMENT TO THE OPERATING AGREEMENT (the "First Amendment") of MAX MANAGEMENT X LLC, a Virginia limited liability company (the "Company") is made and entered into as of this 1st day of November, 2009, by and among the undersigned Members and Managers of the Company and provides as follows:

PRELIMINARY STATEMENTS

A. The Company is currently operating pursuant to an Operating Agreement dated March 31, 2009 (the "Operating Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Operating Agreement; and

B. In accordance with Section 18.1 of the Operating Agreement, this First Amendment is executed for the purpose of amending Section 3.1 of the Operating Agreement to insulate the Members from certain Federal Communications Commission reporting requirements.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth in this First Amendment and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties stipulate and agree as follows:

1. Section 3.1 of the Operating Agreement is deleted in its entirety and replaced with the following:

3.1 Management of Company.

(a) Notwithstanding anything in this Agreement to the contrary, the Members in their capacity as Members shall not participate in the business affairs of the Company, transact any business on behalf of the Company, or have any power or authority to bind or obligate the Company. The Members shall, however, be entitled to approve those matters requiring Member approval specifically set forth in this Agreement.

(b) The following restrictions shall apply to each Member:

(i) no Member who is an individual shall act as an employee of the Company or any of its direct or indirect subsidiaries if such Member's functions, directly or indirectly, relate to the media activities of any

broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries;

(ii) no Member shall act or serve as an independent contractor or agent for the Company or any of its direct or indirect subsidiaries with respect to the media activities of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries;

(iii) no Member shall communicate with the members, officers or management of the Company or any of its direct or indirect subsidiaries that are involved in the media activities of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries regarding the day-to-day operation of such stations;

(iv) no Member shall perform any services to the Company or any of its direct or indirect subsidiaries relating to the media activities of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries; and

(v) no Member shall in any other way become actively involved in management or operation of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries.

Notwithstanding the foregoing, none of the restrictions listed in Sections 3.1(b)(i)-(v) shall apply to any Member who files ownership report(s) with the FCC pursuant to 47 C.F.R. § 73.3615 and is otherwise in compliance with all Federal Communications Commissions' rules and requirements regarding the performance of the activities described in Sections 3.1(b)(i)-(v).

2. Except as modified by this First Amendment, all of the terms and conditions of the Operating Agreement shall remain in full force and effect.

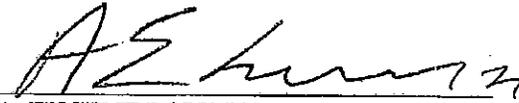
3. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this First Amendment by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this First Amendment.

[SIGNATURE PAGES TO FOLLOW]

{First Amendment to Operating Agreement of Max Management X LLC - Members}

The undersigned, being the Members of the Company, have executed this First Amendment effective as of the date set forth above.

CLASS A MEMBERS:


A. EUGENE LOVING, JR.

JOHN A. TRINDER

DAVID J. WILHELM

ALLEN B. RIDER, III

CHARLES A. MCFADDEN

TIM ROBERTSON

LAMASA AIRWAVES LLC

By: _____
Its: Manager

{First Amendment to Operating Agreement of Max Management X LLC - Members}

The undersigned, being the Members of the Company, have executed this First Amendment effective as of the date set forth above.

CLASS A MEMBERS:

A. EUGENE LOVING, JR.



JOHN A. TRINDER

DAVID J. WILHELM

ALLEN B. RIDER, III

CHARLES A. MCFADDEN

TIM ROBERTSON

LAMASA AIRWAVES LLC

By: _____
Its: Manager

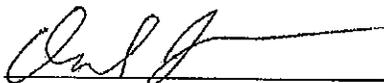
{First Amendment to Operating Agreement of Max Management X LLC - Members}

The undersigned, being the Members of the Company, have executed this First Amendment effective as of the date set forth above.

CLASS A MEMBERS:

A. EUGENE LOVING, JR.

JOHN A. TRINDER



DAVID J. WILHELM

ALLEN B. RIDER, III

CHARLES A. MCFADDEN

TIM ROBERTSON

LAMASA AIRWAVES LLC

By: _____
Its: Manager

{First Amendment to Operating Agreement of Max Management X LLC - Members}

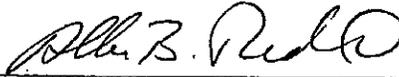
The undersigned, being the Members of the Company, have executed this First Amendment effective as of the date set forth above.

CLASS A MEMBERS:

A. EUGENE LOVING, JR.

JOHN A. TRINDER

DAVID J. WILHELM



ALLEN B. RIDER, III

CHARLES A. MCFADDEN

TIM ROBERTSON

LAMASA AIRWAVES LLC

By: _____
Its: Manager

{First Amendment to Operating Agreement of Max Management X LLC - Members}

The undersigned, being the Members of the Company, have executed this First Amendment effective as of the date set forth above.

CLASS A MEMBERS:

A. EUGENE LOVING, JR.

JOHN A. TRINDER

DAVID J. WILHELM

ALLEN B. RIDER, III



CHARLES A. MCFADDEN

TIM ROBERTSON

LAMASA AIRWAVES LLC

By: _____
Its: Manager

{First Amendment to Operating Agreement of Max Management X LLC - Members}

The undersigned, being the Members of the Company, have executed this First Amendment effective as of the date set forth above.

CLASS A MEMBERS:

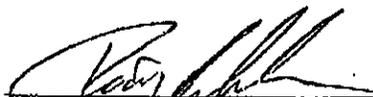
A. EUGENE LOVING, JR.

JOHN A. TRINDER

DAVID J. WILHELM

ALLEN B. RIDER, III

CHARLES A. MCFADDEN



TIM ROBERTSON

LAMASA AIRWAVES LLC

By: _____
Its: Manager

(First Amendment to Operating Agreement of Max Management X LLC - Members)

The undersigned, being the Members of the Company, have executed this First Amendment effective as of the date set forth above.

CLASS A MEMBERS:

A. EUGENE LOVING, JR.

JOHN A. TRINDER

DAVID J. WILHELM

ALLEN B. RIDER, III

CHARLES A. MCFADDEN

TIM ROBERTSON

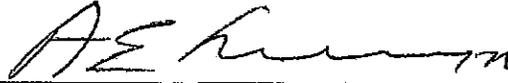
LAMASA AIRWAVES LLC

By: 
Its: Manager

(First Amendment to Operating Agreement of Max Management X LLC - Managers)

The undersigned, being the Managers of the Company, have executed this First Amendment effective as of the date set forth above.

MANAGERS:



A. EUGENE. LOVING, JR.

Date Signed: _____

JOHN A. TRINDER

Date Signed: _____

ALLEN B. RIDER, III

Date Signed: _____

{First Amendment to Operating Agreement of Max Management X LLC - Managers}

The undersigned, being the Managers of the Company, have executed this First Amendment effective as of the date set forth above.

MANAGERS:

A. EUGENE. LOVING, JR.

Date Signed: _____



JOHN A. TRINDER

Date Signed: 11/16/2009

ALLEN B. RIDER, III

Date Signed: _____

{First Amendment to Operating Agreement of Max Management X LLC - Managers}

The undersigned, being the Managers of the Company, have executed this First Amendment effective as of the date set forth above.

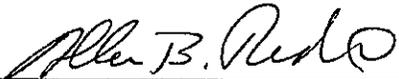
MANAGERS:

A. EUGENE. LOVING, JR.

Date Signed: _____

JOHN A. TRINDER

Date Signed: _____



ALLEN B. RIDER, III

Date Signed: _____

**SECOND AMENDMENT
TO THE
OPERATING AGREEMENT
OF
AARDVARKS ALSO LLC**

THIS SECOND AMENDMENT TO THE OPERATING AGREEMENT (the "Second Amendment") of AARDVARKS ALSO LLC, a Virginia limited liability company (the "Company") is made and entered into as of this 1st day of November, 2009, by and among the undersigned Members of the Company and provides as follows:

PRELIMINARY STATEMENTS

A. The Company is currently operating pursuant to an Operating Agreement dated November 4, 1998, as amended by that First Amendment to Operating Agreement dated March 7, 2003 (collectively, the "Operating Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Operating Agreement; and

B. In accordance with Section 3.4(c) of the Operating Agreement, this Second Amendment is executed for the purpose of amending Section 3.1 of the Operating Agreement to insulate the Members from certain Federal Communications Commission reporting requirements.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth in this Second Amendment and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties stipulate and agree as follows:

1. Section 3.1 of the Operating Agreement is deleted in its entirety and replaced with the following:

3.1 Management of Company.

(a) Except as otherwise provided herein, the business and affairs of the Company shall be managed by its Members. The Members shall direct, manage, and control the business of the Company to the best of their ability and shall have full and complete authority, power, and discretion to make any and all decisions, and to do any and all things that they deem necessary or desirable for that purpose. The Members shall devote such of their time to the Company's business as they may, in their sole discretion, deem to be necessary to conduct said business.

(b) The following restrictions shall apply to each Member:

(i) no Member who is an individual shall act as an employee of the Company or any of its direct or indirect subsidiaries if such

Member's functions, directly or indirectly, relate to the media activities of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries;

(ii) no Member shall act or serve as an independent contractor or agent for the Company or any of its direct or indirect subsidiaries with respect to the media activities of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries;

(iii) no Member shall communicate with the members, officers or management of the Company or any of its direct or indirect subsidiaries that are involved in the media activities of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries regarding the day-to-day operation of such stations;

(iv) no Member shall perform any services to the Company or any of its direct or indirect subsidiaries relating to the media activities of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries; and

(v) no Member shall in any other way become actively involved in management or operation of any broadcast radio or television station owned by the Company or any of its direct or indirect subsidiaries.

Notwithstanding the foregoing, none of the restrictions listed in Sections 3.1(b)(i)-(v) shall apply to any Member who files ownership report(s) with the FCC pursuant to 47 C.F.R. § 73.3615 and is otherwise in compliance with all Federal Communications Commissions' rules and requirements regarding the performance of the activities described in Sections 3.1(b)(i)-(v).

2. Except as modified by this Second Amendment, all of the terms and conditions of the Operating Agreement shall remain in full force and effect.

3. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Second Amendment by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Second Amendment.

[SIGNATURE PAGES TO FOLLOW]

(Second Amendment to Operating Agreement of Aardvarks Also LLC)

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date written above.


A. EUGENE. LOVING, JR.

Date Signed: 11/19/09

JOHN A. TRINDER

Date Signed: _____

JAMES C. TRINDER

Date Signed: _____

STEAMBOAT-SPGS, LLC

By: _____

Its: Manager

Date Signed: _____

BAY SHORE ENTERPRISES, LLC

By: _____

Its: Manager

Date Signed: _____

LAMASA AIRWAVES LLC,

By: _____

Its: Manager

Date Signed: _____

(Second Amendment to Operating Agreement of Aardvarks Also LLC)

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date written above.

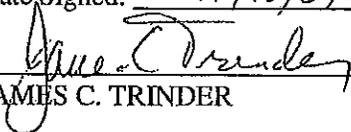
A. EUGENE. LOVING, JR.

Date Signed: _____



JOHN A. TRINDER

Date Signed: 11/16/09



JAMES C. TRINDER

Date Signed: 11/16/09

STEAMBOAT-SPGS, LLC

By: _____

Its: Manager

Date Signed: _____

BAY SHORE ENTERPRISES, LLC

By: _____

Its: Manager

Date Signed: _____

LAMASA AIRWAVES LLC,

By: _____

Its: Manager

Date Signed: _____

{Second Amendment to Operating Agreement of Aardvarks Also LLC}

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date written above.

A. EUGENE. LOVING, JR.

Date Signed: _____

JOHN A. TRINDER

Date Signed: _____

JAMES C. TRINDER

Date Signed: _____

STEAMBOAT-SPGS, LLC

By:  _____
Its: Manager

Date Signed: Nov 16, 2009

BAY SHORE ENTERPRISES, LLC

By: _____
Its: Manager

Date Signed: _____

LAMASA AIRWAVES LLC,

By: _____
Its: Manager

Date Signed: _____

{Second Amendment to Operating Agreement of Aardvarks Also LLC}

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date written above.

A. EUGENE. LOVING, JR.

Date Signed: _____

JOHN A. TRINDER

Date Signed: _____

JAMES C. TRINDER

Date Signed: _____

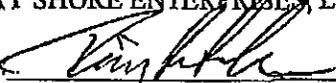
STEAMBOAT-SPGS, LLC

By: _____

Its: Manager

Date Signed: _____

BAY SHORE ENTERPRISES, LLC

By:  _____

Its: Manager *Tim Robertson*

Date Signed: *11/17/09* _____

LAMASA AIRWAVES LLC,

By: _____

Its: Manager

Date Signed: _____

{Second Amendment to Operating Agreement of Aardvarks Also LLC}

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date written above.

A. EUGENE. LOVING, JR.

Date Signed: _____

JOHN A. TRINDER

Date Signed: _____

JAMES C. TRINDER

Date Signed: _____

STEAMBOAT-SPGS, LLC

By: _____

Its: Manager

Date Signed: _____

BAY SHORE ENTERPRISES, LLC

By: _____

Its: Manager

Date Signed: _____

LAMASA AIRWAVES LLC,

By: Dietmann

Its: Manager

Date Signed: 11/17/2009