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GRUPO IUSACELL CELULAR, S.A. DE C.V.
Montes Urales No. 460
Colonia Lomas de Chapultepec
Delegación Miguel Hidalgo, 11000
México, D.F.

October 12, 2007

Director, Division of Corporation Finance
Securities and Exchange Commission
100 F Street, N.E.
Mail Stop 4561
Washington, D.C. 20549

Re: Application for Exemption Pursuant to Section 304(d)
of the Trust Indenture Act of 1939, as amended

Ladies and Gentlemen:

Grupo Iusacell Celular, S.A. de C.V., a corporation (*sociedad anónima de capital variable*) incorporated under the laws of the United Mexican States ("Iusacell Celular" or the "Company"), hereby requests, on its own behalf and on behalf of the Guarantors (as defined below), pursuant to Section 304(d) of the Trust Indenture Act of 1939, as amended (the "Act"), that the Director of the Division of Corporation Finance of the Securities and Exchange Commission (the "Commission") issue an order exempting from the provisions of Section 314(d) of the Act certain dispositions of collateral made in accordance with the terms of two indentures expected to be entered into among the Company; SOS Telecomunicaciones, S.A. de C.V. ("SOS"); Iusacell, S.A. de C.V. ("Iusacell"); Sistecel, S.A. de C.V. ("Sistecel"); Comunicaciones Celulares de Occidente, S.A. de C.V. ("Occidente"); Sistemas Telefónicos Portátiles Celulares, S.A. de C.V. ("Portátiles"); Telecomunicaciones del Golfo, S.A. de C.V. ("del Golfo"); Inmobiliaria Montes Urales 460, S.A. de C.V. ("Inmobiliaria"); Mexican Cellular Investments, Inc. ("Mexican Cellular"); Iusanet, S.A. de C.V. ("Iusanet"); Grupo Portatel, S.A. de C.V. ("Grupo Portatel"); Portatel del Sureste, S.A. de C.V. ("Portatel", together with SOS, Iusacell, Sistecel, Occidente, Portátiles, del Golfo, Inmobiliaria, Mexican Cellular, Iusanet and Grupo Portatel, the "Guarantors") and Law Debenture Trust Company of New York¹, as trustee (the "Trustee").

The Company expects to issue (i) approximately U.S.\$189,805,000 in aggregate principal amount of Senior Floating Rate First Lien Notes due 2011 (the "First Lien Notes") under one of the above-referenced indentures (the "First Lien Notes Indenture"), which will be exchanged for any and all of the Company's tranche A

¹ c/o James Heaney, Law Debenture Corporate Services, Law Debenture Trust Company Of New York, 400 Madison Avenue, 4th Floor, New York, New York 10017, (212) 750-6474.

loans (the "Tranche A Loans") outstanding under an amended and restated credit agreement dated March 29, 2001, among the Company, JPMorgan Chase Bank, as sole bookrunner and lead arranger, BNP Paribas, Citibank N.A., The Toronto-Dominion Bank and BBVA Bancomer, S.A., as arrangers, and JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as administrative agent and collateral agent (the "Credit Agreement") and (ii) approximately U.S.\$203,234,808.60 in aggregate principal amount of 10.000% Senior Subordinated Second Lien Notes due 2012 (the "Second Lien Notes", together with the First Lien Notes, the "Notes") under one of the above-referenced indentures (the "Second Lien Notes Indenture"), which will be exchanged for any and all of the Company's tranche B loans (the "Tranche B Loans") outstanding under the Credit Agreement and its 10.000% Senior Notes due 2004 (the "2004 Notes", together with the Tranche A Loans and the Tranche B Loans, the "Existing Debt").

I. BACKGROUND

The Company is a Mexican wireless telecommunications services provider. It holds, through its subsidiaries, concessions in the 800-megahertz (MHz) band to provide cellular wireless services in five contiguous geographic regions comprising all of central and southern Mexico. The Company's service regions include Mexico City and, among others, the cities of Guadalajara, León, Puebla, Cancún and Mérida. In addition to its core mobile telephony services, it also provides a wide range of other telecommunications services, including long distance, wireless local telephony and data transmission services.

From May 25, 2006 to July 26, 2006, the Company conducted an exchange offer and consent solicitation whereby it sought that the holders of its Existing Debt (1) exchange any and all of their Tranche A Loans for First Lien Notes and any and all of their Tranche B Loans and 2004 Notes for Second Lien Notes and (2) consent to a plan of reorganization (the "Plan of Reorganization") filed with the Seventh Civil Federal Court of the First District in Mexico City (the "Mexican Court") as part of a Mexican reorganization proceeding (the "Concurso Mercantil Proceeding") under the Mexican Business Reorganization Act (*Ley de Concursos Mercantiles*). The exchange offer and consent solicitation was conducted as a private placement pursuant to Section 4(2) and an offering outside the United States pursuant to Regulation S under the Securities Act of 1933, as amended.

On July 18, 2006, the Company filed its petition to commence the *Concurso Mercantil* Proceeding. The Plan of Reorganization was approved by the Mexican Court on June 28, 2007. In accordance with the Plan of Reorganization, (i) U.S.\$189,805,000 in aggregate principal amount of Iusacell Celular's outstanding Tranche A Loans will be cancelled, and the holders of the Tranche A Loans will receive U.S.\$1,000 in principal amount of First Lien Notes for each U.S.\$1,000 principal amount of Tranche A Loans previously held and (ii) U.S.\$225,816,454.00 in aggregate principal amount of Iusacell Celular's outstanding Tranche B Loans and 2004 Notes will be cancelled, and the holders of the Tranche B Loans and 2004 Notes will receive U.S.\$900 in principal

amount of Second Lien Notes for each U.S.\$1,000 principal amount of Tranche B Loans and 2004 Notes previously held. On the date on which the Notes are issued (the "Issue Date"), (i) holders of First Lien Notes will also receive an additional cash payment (the "First Lien Notes Restructuring Payment") equal to the interest that would have accrued on U.S.\$1,000 of such First Lien Notes from March 31, 2006 to the Issue Date, had such U.S.\$1,000 of First Lien Notes been issued on March 31, 2006, minus the total amount of all interest accrued and paid to such holders in respect of the Tranche A Loans from March 31, 2006, and (ii) holders of Second Lien Notes will also receive an additional cash payment (the "Second Lien Notes Restructuring Payment") equal to the interest that would have accrued on U.S.\$900 of such Second Lien Notes from March 31, 2006 to the Issue Date, had such U.S.\$900 of Second Lien Notes been issued on March 31, 2006, minus the total amount of all interest accrued and paid to such holders in respect of the Tranche B Loans and 2004 Notes from March 31, 2006. Iusacell Celular may elect to capitalize up to 30% of the Second Lien Notes Restructuring Payment, in which case the principal amount of Second Lien Notes issued on the Issue Date will be increased, on a U.S. dollar-for- U.S. dollar basis, by the capitalized amount.

In addition, holders of First Lien Notes will also receive an additional cash payment equal to the total quarterly amortization amount of principal that would have otherwise occurred prior to the Issue Date (the "Additional First Lien Notes Restructuring Payment"). Any Additional First Lien Notes Restructuring Payment paid to holders of First Lien Notes will decrease the principal amount of First Lien Notes issued on the Issue Date on a U.S. dollar-for-U.S. dollar basis.

Iusacell Celular is the sole direct obligor under the Indentures, and the Guarantors are direct and indirect wholly-owned subsidiaries of Iusacell Celular. Interest on the First Lien Notes will accrue at a floating rate equal to the LIBOR Rate (as defined in the First Lien Notes Indenture) plus 4.00% and will be payable quarterly in arrears on each March 31, June 30, September 30 and December 31, commencing on the first such date to occur after the Issue Date. Payments of interest under the First Lien Notes will be made to the noteholders at the close of business on the 15th day of the month of the applicable interest payment date, which is the record date, except that, in the case of the first such payment, if the Issue Date occurs between (1) March 15 and March 31, (2) June 15 and June 30, (3) September 15 and September 30 or (4) December 15 and December 31, then the record date for such first payment will be the Issue Date and such first payment will be made to the persons who are holders of First Lien Notes at the close of business on the Issue Date. Interest on the First Lien Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including the Issue Date. The redemption of First Lien Notes with unpaid and accrued interest to the date of redemption will not affect the right of noteholders on a record date to receive interest due on an interest payment date.

Interest on the Second Lien Notes will accrue at 10.00% and will be payable semiannually in arrears on each June 30 and December 31, commencing on the first such date to occur after the Issue Date. Payments of interest under the Second Lien

Notes will be made to the noteholders at the close of business on the 15th day of the month of the applicable interest payment date, which is the record date, except that, in the case of the first such payment, if the Issue Date occurs between (1) June 15 and June 30 or (2) December 15 and December 31, then the record date for such first payment will be the Issue Date and such first payment will be made to the persons who are holders of Second Lien Notes at the close of business on the Issue Date. Interest on the Second Lien Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including the Issue Date. For any interest payment date, the Company may elect to: (1) pay interest on the Second Lien Notes entirely in cash or (2) capitalize up to 30% of the interest due on any interest payment date that is not otherwise paid on such date because of the election to so capitalize, in which case the principal amount of the outstanding Second Lien Notes will be increased by the capitalized amount on a *pro rata* basis. The redemption of Second Lien Notes with unpaid and accrued interest to the date of redemption will not affect the right of noteholders on a record date to receive interest due on an interest payment date.

The First Lien Notes will be wholly and unconditionally guaranteed on a senior basis by all of the existing and future restricted subsidiaries of the Company. The First Lien Notes are ranked *pari passu* in right of payment with all existing and future senior indebtedness of the Company, and rank senior in right of payment to all subordinated debt of the Company. The First Lien Notes will be secured by a first-priority lien on the Collateral (as defined in the First Lien Notes Indenture or Second Lien Notes Indenture, as applicable) pursuant to the terms of an intercreditor and collateral agency agreement (the "Intercreditor and Collateral Agency Agreement") between the Company and Law Debenture Trust Company of New York as collateral and intercreditor agent (the "Collateral and Intercreditor Agent") and other security agreements, pledge agreements and mortgages and the collateral assignment documents pursuant to which liens on the Collateral are created (collectively, the "Collateral Documents"). Copies of drafts of each of the Collateral Documents, the First Lien Notes Indenture, the Second Lien Notes Indenture and the Intercreditor and Collateral Agency Agreement are attached as Exhibit A.

The Second Lien Notes will be wholly and unconditionally guaranteed on a senior subordinated basis by all of the existing and future restricted subsidiaries of the Company. The Second Lien Notes are ranked subordinate in right of payment to all senior indebtedness of the Company, *pari passu* in right of payment with all existing and future senior subordinated indebtedness of the Company, and rank senior in right of payment to all subordinated debt of the Company. The Second Lien Notes will be secured by a second-priority lien on the Collateral pursuant to the terms of the Collateral Documents.

The Company and each Guarantor represents that the First Lien Notes and the Second Lien Notes will be secured by all of the various Collateral referred to in the Collateral Documents.

Section 314(d) of the Act requires delivery of certificates or opinions upon the release of collateral subject to the lien of an indenture. Each such release requires the obligor to deliver to the indenture trustee a certificate or opinion of an engineer, appraiser or other expert as to the fair value of the collateral to be released, and a statement that, in the opinion of said expert, the proposed release will not impair the security under the indenture. Moreover, if the fair value of such collateral and all other property released since the beginning of the then current calendar year is equal to or greater than 10% of the aggregate principal amount of the outstanding indenture securities, the expert must be independent.

Sections 11.6 and 11.8(a) of the First Lien Notes Indenture and Sections 13.6 and 13.8(a) of the Second Lien Notes Indenture contain general provisions for the release of Collateral from the lien of the Indenture and the Collateral Documents in accordance with the Act, including the certificate or opinion delivery requirement of Section 314(d) of the Act. In addition to the foregoing, Section 11.8(b) of the First Lien Notes Indenture and Section 13.8(b) of the Second Lien Notes Indenture provide that, so long as such transaction would not violate the applicable indenture, Iusacell Celular and the Eligible Restricted Subsidiaries (as defined below) may, without any action or consent sent by the Trustee, (i) sell, collect, liquidate, factor or otherwise dispose of accounts receivable in the ordinary course of business; (ii) sell or dispose of in the ordinary course of business, free from the Lien and security interest created by the Collateral Documents, any machinery, equipment, furniture, apparatus, tools, implements, materials or supplies or other similar property ("Subject Property") which, in the reasonable opinion of the Company or the Eligible Restricted Subsidiary, as the case may be, may have become obsolete or unfit for use in the conduct of its business or the operation of the Collateral upon replacing the same with, or substituting for the same, new Subject Property constituting Collateral not necessarily of the same character but being of at least equal value and utility as the Subject Property so disposed of so long as such new Subject Property becomes subject to the Lien and security interest created by the Collateral Documents; (iii) abandon, sell, assign, transfer, license or otherwise dispose of in the ordinary course of business any personal property the use of which is no longer necessary or desirable in the proper conduct of the business or maintenance of the earnings of the Company and the Eligible Restricted Subsidiaries, taken as a whole, and is not material to the conduct of the business of the Company and Eligible Restricted Subsidiaries, taken as a whole; and (iv) make cash payments (including for the scheduled repayment of Indebtedness) from cash that is at any time part of the Collateral in the ordinary course of business that are not otherwise prohibited by the First Lien Notes Indenture or Second Lien Notes Indenture, as the case may be, and the Collateral Documents. For purposes hereof, "Eligible Restricted Subsidiary" means (i) each Guarantor and (ii) any future Restricted Subsidiary that (a) executes Collateral Documents in accordance with Section 3.17 of the First Lien Notes Indenture or Second Lien Notes Indenture, as the case may be, and (b) has obtained an order from the Director of the Division of Corporation Finance of the Commission exempting it from the provisions of Section 314(d) of the TIA, or any successor provision, with respect to certain dispositions of

Collateral made in accordance with Section 11.8 of the First Lien Notes Indenture or Section 13.8 of the Second Lien Notes Indenture, as the case may be.

In addition, Section 11.8(c) of the First Lien Notes Indenture and Section 13.8(c) of the Second Lien Notes Indenture provides that the fair value of Collateral released from the liens of the Collateral Documents as to which opinions or certificates are not delivered prior to the applicable date of determination in reliance upon Section 11.8(b) or Section 13.8(b) shall not be considered in determining whether the aggregate fair value of Collateral released from the liens of the Collateral Documents in any calendar year exceeds the 10% threshold specified in Section 314(d)(1) of the Act.

To protect the interests of investors, Section 11.8(b) of the First Lien Notes Indenture and Section 13.8(b) of the Second Lien Notes Indenture requires that Iusacell Celular and the Eligible Restricted Subsidiaries shall deliver to the Trustee, within 30 calendar days following each June 30 and December 31, an officers' certificate to the effect that all releases and withdrawals during the preceding six-month period in which no release or consent of the Trustee was obtained were in the ordinary course of business and were not prohibited by the Indenture and that all proceeds therefrom were used by Iusacell Celular or such Eligible Restricted Subsidiary as permitted therein.

Moreover, pursuant to Section 3.11 of the First Lien Notes Indenture and Section 3.11 of the Second Lien Notes Indenture, Iusacell Celular is required to furnish to the Trustee, within 180 days after the end of each fiscal year of Iusacell Celular and within 75 days after the end of each of the first three fiscal quarters of each fiscal year of Iusacell Celular, a copy of the Company's consolidated balance sheet as of the end of such fiscal year or each such quarter and the related consolidated statements of income and changes in financial position of the Company for such fiscal year or each such quarter (and, in the case of quarterly information, the portion of the fiscal year through such date). Section 3.11 of the First Lien Notes Indenture and Section 3.11 of the Second Lien Notes Indenture also requires that Iusacell Celular furnish the Trustee, simultaneously with the delivery of the annual financial statements, an officers' certificate that complies with Section 314(a) of the Act and copies of public filings of relevant events which reasonably would be material to noteholders filed by the Company with any securities exchange or securities regulatory agency or authority.

II. DISCUSSION

The Act was adopted to protect purchasers of publicly-issued debt securities from certain abusive practices. One such abuse was the practice of substituting collateral of significantly lesser value for the collateral originally subject to a lien under an indenture, thus reducing the noteholders' security. See Hazard v. Chase National Bank, 159 Misc. 57, 287 N.Y.S. 541 (Sup. Ct. 1936), *aff'd*, 257 App. Div. 950, 14 N.Y.S.2d 147 (1939), *aff'd*, 282 N.Y. 652, 26 N.E. 2d 801, cert. denied, 311 U.S. 708 (1940). In certain circumstances, however, the release of certain collateral subject to a lien under an indenture does not present the risk of the abuses described in Hazard or

impair the interests of noteholders. The Commission has recognized that an exemption from compliance with Section 314(d) of the Act for specified releases of collateral that are made in the ordinary course of business is necessary or appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by the Act. Pursuant to Section 304(d), the Commission may "exempt conditionally or unconditionally any person, registration statement, indenture, security or transaction, or any class or classes of persons, registration statements, indentures, securities or transactions, from any one or more of the provisions of this title, if and to the extent that such exemption is necessary or appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by this title." As set forth in 17 C.F.R. § 200.30-1, the Commission has delegated to the Director of the Division of Corporation Finance the authority to issue orders granting exemptive relief pursuant to Section 304(d) of the Act.

In some instances the Commission has granted Section 304(d) exemptions to the requirements of Section 314(d) of the Act or has taken a no-action position in connection with certain releases of collateral so long as certain measures were taken for the protection of noteholders. In such instances, the issuers regularly engaged in limited activities that resulted in releases in the ordinary course of business. Given the volume of these transactions, compliance with the certificate requirements in Section 314(d) of the Act for these dispositions would have impaired the issuer's ability to operate its business in the ordinary course. In each instance, the issuers agreed to deliver a periodic certificate to the Trustee confirming that all dispositions of collateral in the prior period were in the ordinary course of the issuer's business and undertook to provide the trustee with annual audited financial statements. See request to the Commission by: Mrs. Fields Famous Brands, LLC (order dated March 24, 2005); Hard Rock Hotel Inc. (order dated January 5, 2004); Nationsrent Companies, Inc. (order dated September 7, 2004); Algoma Steel Inc. (avail. December 23, 2002); Arch Wireless Holdings (avail. May 24, 2002); Coltec Industries, Inc. (order dated August 17, 1998); Metallurg, Inc. (order dated April 2, 1997); Federated Department Stores, Inc. (avail. January 31, 1992); Jack Eckerd Corporation (avail. February 5, 1991); New World Entertainment, Ltd. (avail. May 31, 1988); Monogram Models, Inc. (avail. October 1, 1987); and Mary Kay Cosmetics, Inc. (avail. June 17, 1986).

Without an exemption from the certificate delivery requirements of Section 314(d) for the limited dispositions contemplated in Section 11.8(b) of the First Lien Notes Indenture and Section 13.8(b) of the Second Lien Notes Indenture, the Company and the Eligible Restricted Subsidiaries would be unable to carry on their business in the ordinary course.

The Company is a wireless telecommunications services provider. In the ordinary course of business, the Company and the Eligible Restricted Subsidiaries dispose of and collect accounts receivable. In addition, in the ordinary course of business, the Company and the Eligible Restricted Subsidiaries (i) sell or dispose of machinery, equipment, furniture, apparatus, tools, implements, materials or supplies or other similar property that is obsolete or unfit for use in the conduct of its business or the

operation of the Collateral and (ii) abandon, sell, assign, transfer, license or otherwise dispose of personal property the use of which is no longer necessary or desirable in the proper conduct of the business or maintenance of the earnings of the Company and the Eligible Restricted Subsidiaries and is not material to the conduct of the business of the Company and Eligible Restricted Subsidiaries. Finally, in the ordinary course of business the Company and the Eligible Restricted Subsidiaries make cash payments from cash that is at any time part of the Collateral. So long as the Indenture and the Collateral Documents do not otherwise prohibit such cash payments, such payments will be necessary in the ordinary course of business on an on-going basis for, among other things, utilities, payroll, on-site contractors, the purchase of equipment and inventory, advisors' fees, taxes and leases.

If the Company and the Eligible Restricted Subsidiaries are not able to obtain an exemption from the certificate delivery requirements in Section 314(d) of the Act, they will be obligated to deliver a certificate or opinion each time they sell Collateral and utilize the cash proceeds therefrom, or dispose of any property which has become worn out, defective or obsolete or not used or useful in the business. Due to the frequency of these activities, the prohibitively high cost, delay and distraction of constantly obtaining certificates or opinions would create an overwhelming administrative burden and interrupt the smooth operation of the Company and the Eligible Restricted Subsidiaries. As a result, the certificate or opinion delivery requirements in Section 314(d) of the Act would impair the Company's and each of the Eligible Restricted Subsidiary's ability to conduct their business efficiently in the ordinary course.

In addition, it is our view that an exemption from the certificate delivery requirements for those dispositions listed in Section 11.8(b) of the First Lien Notes Indenture and Section 13.8(b) of the Second Lien Notes Indenture will not present the possibility of abuse, and that compliance with the Section 314(d) of the Act in the context of the transactions permitted in Section 11.8(b) of the First Lien Notes Indenture and Section 13.8(b) of the Second Lien Notes Indenture would not further any purpose designed to be served by the Act. Moreover, the Indenture and the Collateral Documents contain provisions preventing the occurrence of special or extraordinary transactions in contravention of the Indenture that would act to the detriment of noteholders. Each of Section 11.8(b) of the First Lien Notes Indenture and Section 13.8(b) of the Second Lien Notes Indenture merely allows Iusacell Celular and the Eligible Restricted Subsidiaries to engage in its business in the ordinary course. In addition, as described above, each of Section 11.8(b) of the First Lien Notes Indenture and Section 13.8(b) of the Second Lien Notes Indenture protects noteholders by requiring that Iusacell Celular and the Eligible Restricted Subsidiaries deliver to the Trustee, within 30 calendar days following each June 30 and December 31, an officer's certificate to the effect that all releases and withdrawals during the preceding six-month period in which no release or consent of the Trustee was obtained were in the ordinary course of business and were not prohibited by the Indenture and that all proceeds therefrom were used by Iusacell Celular or the relevant subsidiary as permitted therein. Moreover, if Iusacell Celular or the Eligible Restricted Subsidiaries make any

dispositions that are not in the ordinary course of business, they are required to provide separate certificates or opinions of fair value in accordance with Section 314(d) of the Act pursuant to Section 11.8(a) of the First Lien Notes Indenture and Section 13.8(a) of the Second Lien Notes Indenture as well as to deliver an officer's certificate to the Trustee pursuant to Section 11.6 of the First Lien Notes Indenture and Section 13.6 of the Second Lien Notes Indenture. Finally, as described above, pursuant to Section 3.11 of the First Lien Notes Indenture and Section 3.11 of the Second Lien Notes Indenture, Iusacell Celular must deliver to the Trustee annual financial statements audited by Iusacell Celular's certified independent accountants as part of its requirement to provide the Trustee with all annual financial statements.

The exemption in Section 11.8(c) of the First Lien Notes Indenture and Section 13.8(c) of the Second Lien Notes Indenture from the 10% threshold requirement of Section 314(d) of the Act for those releases of Collateral described in Section 11.8(b) of the First Lien Notes Indenture and Section 13.8(b) of the Second Lien Notes Indenture is also necessary to enable the Company and the Eligible Restricted Subsidiaries to conduct business in the ordinary course. The Company and the Eligible Restricted Subsidiaries collect accounts receivables on a daily basis in the ordinary course of business. If such releases of accounts receivable and collection of such collateral were counted for purposes of the Act's 10% threshold test, the Company and the Eligible Restricted Subsidiaries would, as a practical matter, not have the benefit of the threshold. The 10% threshold under the First Lien Notes Indenture and Second Lien Notes Indenture initially would be U.S.\$18,980,500 and U.S.\$20,323,480,² respectively, and, given the frequency of sales and collection of receivables, the Company and the Eligible Restricted Subsidiaries would likely reach this threshold soon after the beginning of each calendar year. Upon reaching the threshold, each release of collateral that equaled or exceeded the greater of U.S.\$25,000 or 1% of the outstanding principal amount of the First Lien Notes or Second Lien Notes, as the case may be, would have to comply with the delivery requirements, even if such release would be otherwise exempt from the requirement to deliver an opinion or certificate of an independent engineer, appraiser, or other expert. Such compliance would be prohibitively expensive and extremely burdensome, and would not offer investors any additional protection given the substantial protections provided to noteholders in the Indenture. Finally, under each of the First Lien Notes Indenture and Second Lien Notes Indenture, the Company and each Eligible Restricted Subsidiary's right to rely on this exclusion is subject to the requirement that the Company and the Eligible Restricted Subsidiaries furnish to the Trustee all certificates mandated by Section 11.8(c) of the First Lien Notes Indenture and Section 13.8(c) of the Second Lien Notes Indenture that were required to be furnished to the Trustee at or prior to such time.

² These numbers assume initial principal amounts of U.S.\$189,805,000 and U.S.\$203,234,808.60 of First Lien Notes and Second Lien Notes, respectively. As described in Section I of this memorandum, however, these amounts are subject to adjustment.

It should also be noted that each of the First Lien Notes Indenture and Second Lien Notes Indenture provides other protection to noteholders by including various restrictive covenants, including limitations on incurring additional indebtedness in Section 3.4, limitations of capital expenditures in Section 3.5, limitations on making restricted payments in Section 3.6, limitations on selling assets in Section 3.7, limitations on incurring additional liens in Section 3.8, limitations on entering into transactions with affiliates in Section 3.9 and limitations on distributions from Restricted Subsidiaries in Section 3.10.

III. CONCLUSION

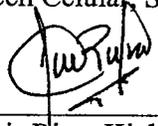
For the reasons stated above, the Company and the Guarantors request that the Commission grant an order exempting those dispositions listed in Section 11.8(b) of the First Lien Notes Indenture and Section 13.8(b) of the Second Lien Notes Indenture from the requirements of Section 314(d) of the Act. In addition, Iusacell Celular and the Guarantors respectfully request that this letter be considered at the earliest possible time and that any requisite notice of application and opportunity for hearing be published promptly so that the Commission may take action on this application as soon as possible. Iusacell Celular and the Guarantors hereby waive notice of hearing, any right to a hearing on the issues raised by this application and all rights to specify procedures under the Rules of Practice of the Commission with respect to this application.

Pursuant to Rule 4d-7(a), we have enclosed three copies of this application, one of which is executed by the undersigned, who have been duly authorized by Iusacell Celular and the Guarantors, as applicable. In accordance with Rule 4d-8(a) of the Act, the name, address and telephone number of Iusacell Celular, SOS, Iusacell, Sistecel, Occidente, Portátiles, del Golfo, Inmobiliaria, Mexican Cellular, Iusanet, Portatel and Grupo Portatel is Montes Urales 460, Piso 1, Colonia Lomas de Chapultepec, 11000, Mexico City, Mexico, telephone: +52-55-5109-5273.

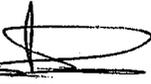
Should the Director have any questions or require any additional information in connection with this application, please contact Richard J. Cooper at Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006, telephone: (212) 225-2000 or Dawn L. Jasiak at Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006, telephone: (212) 225-2000.

Sincerely,

Grupo Iusacell Celular, S.A. de C.V.

By: 

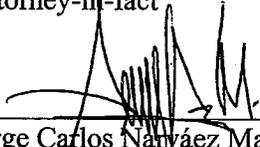
Jose Luis Riera Kinkel
Chief Financial Officer

By: 

Fernando José Cabrera García
General Counsel

SOS Telecomunicaciones, S.A. de C.V.
Comunicaciones Celulares de Occidente, S.A. de C.V.
Telecomunicaciones del Golfo, S.A. de C.V.
Sistemas Telefónicos Portátiles Celulares, S.A. de C.V.
Portatel del Sureste, S.A. de C.V.
Grupo Portatel, S.A. de C.V.
Iusacell, S.A. de C.V.
Iusanet, S.A. de C.V.
Inmobiliaria Montes Urales 460, S.A. de C.V.
Sistecel, S.A. de C.V.

By: 
Fernando José Cabrera García
Attorney-in-fact

By: 
Jorge Carlos Narváez Mazzini
Attorney-in-fact

Mexican Cellular Investments, Inc.

By: 
Fernando José Cabrera García
Attorney-in-fact

cc: Richard J. Cooper, Esq.
Cleary Gottlieb Steen & Hamilton LLP

Dawn L. Jasiak, Esq.
Cleary Gottlieb Steen & Hamilton LLP

Attachments