

## **FACILITIES MODIFICATION AND INTERFERENCE ACCEPTANCE AGREEMENT**

This Interference Acceptance Agreement (“Agreement”) is entered into as of January 14, 2010 (the “Effective Date”) by and between KTVW License Partnership, G.P. (“Univision”) and Fox Television Stations, Inc. (“FTS”).

1. Univision is the licensee of Class A television station KTVW-CA, Flagstaff/Doney Park, Arizona (FCC Facility ID No. 29464) (“KTVW-CA”), and has a pending application for a construction permit to operate KTVW-CA on digital Channel 27 using a directional composite antenna with a maximum effective radiated power (“ERP”) of 7.2 kW at 59 meters height of radiation center above ground level (File No. BDISDTA-20090630AAD) (the “KTVW-CA Digital Displacement Application”). Following the grant of the KTVW-CA Digital Displacement Application and construction of the digital facilities specified therein, Univision intends to file an application (the “KTVW-CA Modification Application”) to modify the Channel 27 digital construction permit of KTVW-CA to increase maximum ERP to 15 kW (the “KTVW-CA Modification”), using the same antenna and elevation above ground level as that specified in the KTVW-CA Digital Displacement Application.

2. FTS is the licensee of television translator station K28CW, Flagstaff, Arizona (FCC Facility ID No. 68896) (“K28CW”), holds a construction permit (File No. BDFCDTT-20090804ABZ) to “flash-cut” K28CW to digital operation, and intends to file an application (the “K28CW Modification Application”) for K28CW to increase ERP to 1 kW (the “K28CW Modification”), using the same antenna, location, and elevation above average terrain as that specified in its current construction permit.

3. On August 18, 2009, FTS filed an informal objection (the “Informal Objection”) to the KTVW-CA Digital Displacement Application. According to the Informal Objection, the Channel 27 facilities proposed in the KTVW-CA Digital Displacement Application are predicted to cause interference to 3.79% of the total population within the authorized service area of K28CW as of the Effective Date as defined in Section 74.707(a) of the FCC’s rules. Analyses performed for Univision indicate that such interference would not exceed 0.5%.

4. FTS hereby agrees to accept any interference that may result from implementation of the KTVW-CA Digital Displacement Application and to withdraw the Informal Objection within five (5) calendar days of the date on which both parties hereto have executed this Agreement. In addition, FTS hereby agrees to accept any additional interference to the population within the authorized service area of K28CW, as it may be modified by the K28CW Modification, that may be caused by the facilities proposed in the KTVW-CA Modification so long as the K28CW Modification is granted.

5. Univision hereby agrees to accept any interference that may be caused by the facilities proposed in the K28CW Modification to the population within the service area of KTVW-CA proposed in the KTVW-CA Digital Displacement Application, as it may be modified by the KTVW-CA Modification.

6. Univision will commence operation of KTVW-CA with the facilities specified in the KTVW-CA Digital Displacement Application by December 31, 2010, or within ninety (90) calendar days following the grant of such application by the FCC, whichever date is later,

barring an event of *force majeure* that prevents such commencement of operation. FTS will file the K28CW Modification Application with the FCC within thirty (30) calendar days after the date on which KTVW-CA notifies the FCC that the station is operating the facilities authorized by grant of the KTVW-CA Digital Displacement Application pursuant to automatic program test authority under Section 73.1620(a) of the FCC's rules (Univision shall provide timely notice to FTS that it has filed such notice with the FCC). Univision will file the KTVW-CA Modification Application with the FCC within thirty (30) calendar days after the license application is filed to cover the KTVW-CA Digital Displacement Application. Such license to cover application shall be filed within 10 days of operation pursuant to program test authority. FTS will commence operation of K28CW with the facilities specified in the K28CW Modification Application no later than June 30, 2011 (or within ninety (90) calendar days following the grant of such application by the FCC, if such grant occurs later than June 30, 2011), barring an event of *force majeure* that prevents such commencement of operation. Univision shall not commence operation of KTVW-CA with the facilities specified in the KTVW-CA Modification Application until such time as FTS commences operation of K28CW with the facilities specified in the K28CW Modification Application.

7. Either party may terminate this Agreement upon seven (7) days' prior written notice to the other party if: (i) the FCC, through a final order, has dismissed or denied any of the KTVW-CA Digital Displacement Application, KTVW-CA Modification Application, or K28CW Modification Application or (ii) the FCC has taken no action (*i.e.* the applications remain pending) on any of the KTVW-CA Digital Displacement Application, KTVW-CA Modification Application, or K28CW Modification Application by June 30, 2012.

8. The parties acknowledge that the obligations and agreements herein are of a special, unique and extraordinary character. Upon a material breach by either party of its representations, warranties, covenants and agreements under this Agreement, the other party shall be entitled to an injunction restraining any such breach or threatened breach or to enforcement of this Agreement by a decree or decrees of specific performance requiring breaching party to fulfill its obligations under this Agreement. If any action is brought by either party pursuant to this Section to enforce the provisions of this Agreement, the other party shall waive the defense that there is an adequate remedy at law.

9. This agreement shall be binding upon the parties hereto and their respective successors or assigns. Except for the mutual agreements set forth herein, no consideration is being paid or promised by either party in connection with this Agreement. This Agreement may be executed in counterparts and by facsimile, each of which when so executed, will be deemed an original, and all of which together shall constitute one and the same instrument.

KTVW LICENSE PARTNERSHIP, G.P.

By:

  
Christopher Wood

Title: Vice President & Deputy Legal Counsel  
of Univision Communications, Inc., parent  
of KTVW License Partnership, G.P.

FOX TELEVISION STATIONS, INC.

By:

  
Joseph M. Di Scipio

Title: Vice President