

JUN. 13. 2008 4:54PM

PUBLIC RELATIONS

NO. 322 P. 4

INTERFERENCE AGREEMENT

This Agreement is entered into this 6th day of June 2008, by and between NBC Telemundo License Co. ("Telemundo"), a Delaware corporation, and Sainte 51, L.P. ("Sainte"), a California Limited Partnership (collectively, the "Parties").

WHEREAS, Telemundo is the licensee of and holds authorizations from the Federal Communications Commission ("FCC") for the operation of Television Broadcast Station KNSO (TV)-DT, Merced, California (the "Telemundo Station"), which currently is an affiliate of the Telemundo Network and broadcasts a digital signal on Channel 5;

WHEREAS, Sainte is the licensee of and holds authorizations from the Federal Communications Commission ("FCC") for the operation KCSO-LP, Sacramento, California (the "Sainte Station"), which currently is an affiliate of the Telemundo Network that broadcasts an analog signal on Channel 33;

WHEREAS, Sainte must obtain consent from Telemundo in order to submit an application to the FCC to propose digital broadcast operations for the Sainte Station on Channel 5 in the manner set forth on the attached application included in Exhibit A hereto (the "Application") prior to such time as the Telemundo Station vacates, surrenders or no longer operates on Channel 5;

WHEREAS, Telemundo wishes to facilitate the digital broadcast operations of the Sainte Station on Channel 5 in an effort to expedite the digital broadcast of Telemundo Network programming to viewers within the Sainte Station's DMA in the manner set forth on the Application; and

WHEREAS, Sainte and Telemundo are entering into negotiations with respect to a transmitter suitable for operation on Sainte Station on Channel 5;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and intending to be mutually bound hereby, Telemundo and Sainte agree as follows:

1. Telemundo agrees to accept any interference to the digital signal of the Telemundo Station as broadcast on Channel 5 due to operations by the Sainte Station as proposed in the Application. To the extent Sainte wants to amend the Application, Sainte agrees not to submit any such amendment to the FCC prior to Telemundo's written agreement to such amendment.
2. Sainte agrees that it will not object to any interference, projected or otherwise, caused to any future operations of the Sainte Station that may result from any broadcast operation, including any change or future modification to the broadcast operation, of the Telemundo Station's analog or digital operations.
3. The Parties hereby agree that Sainte and/or Telemundo may file this Agreement with the FCC in connection with any submission to the FCC.

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4. This Agreement may be signed in counterpart, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

NBC TELEMUNDO LICENSE CO.

By:  _____

Its:

SAINTE SI, L.P.

By:  _____

Chester Smith

Its: President of the General Partner