

INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT (“Agreement”) is made as of December 23, 2009 between NW Communications of Phoenix, Inc. (“NW”), KM Television of Flagstaff, L.L.C. (“KM”) and KVVU Broadcasting Corporation (“KVVU”) (collectively “Parties”).

NW is the licensee of television broadcast station KSAZ-TV, Channel 10, Phoenix, Arizona (“KSAZ-TV”), pursuant to authorizations received from the Federal Communications Commission (“FCC”). NW has filed a construction permit application to “maximize” KSAZ-TV’s digital service area. *See* FCC File No. BMPCDT-20080616AAM (the “KSAZ-TV Application”).

KM is the licensee of television broadcast station KCFG(TV), Channel 32, Flagstaff, Arizona (“KCFG”), pursuant to authorizations received from the FCC. KM has filed with the FCC a Petition for Rulemaking to substitute Channel 9 for KCFG’s assigned Channel 32. *See* FCC File No. BPRM-20080620AOF (the “KCFG Petition”).

KVVU is the licensee of KVVU-TV, Henderson, Nevada, pursuant to authorizations received from the FCC. KVVU has filed a construction permit application to “maximize” KVVU-TV’s digital service area. *See* FCC File No. BPCDT-20080619AGH (the “KVVU-TV Application”).

On September 9, 2009 the FCC issued a letter (“September 9 Letter”) noting that the facilities proposed in the KSAZ-TV, and the KVVU-TV Applications were “mutually exclusive” with the channel substitution facility proposed in the KCFG Petition. Specifically, the September 9 Letter indicated that the facility proposed in the KSAZ-TV Application is predicted to cause interference to 0.9 percent of the population within the noise limited contour of the facilities proposed in the KCFG

Petition and the KVVU-TV application is predicted to cause interference to 0.7% of the population within the noise limited contour of the facility proposed in the KCFG Rulemaking. The September 9 Letter stated that the KSAZ-TV and KVVU-TV Applications, and the KCFG Petition would be dismissed unless the Parties resolved the mutually exclusivity within ninety (90) days of the date of a public notice identifying the mutually exclusive proposals. The parties agreed to further extend that deadline and additional 15 days and so notified the FCC.

Consistent with the FCC's rules and for the purposes of avoiding the dismissal of the KSAZ-TV and the KVVU-TV Applications and the KCFG Petition, KM hereby agrees to accept the interference predicted to be caused by the facilities proposed in the KSAZ-TV and the KVVU-TV Applications to the population within the noise limited contour of the facilities proposed in the KCFG Petition referenced in the September 9 Letter. KM's agreement to accept interference is conditioned upon the grant of the applications of KVVU (BPCDT-2008619AGH) and NW (BMPCDT-20080616AAM) concurrent with an adoption of a Notice of Proposed Rulemaking regarding KM rulemaking petition (BPRM-20080620AOF).

NW and KVVU agree that they will negotiate in good faith with KM in the event that the facilities of KCFG are proposed to be modified in a manner that would cause interference to the population within the authorized noise limited contours of KSAZ-TV and KVVU-TV in amounts greater than the rules and policies of the FCC permit and substantially similar to the predicted interference referenced in the September 9 Letter.

Each of NW, KVVU and KM shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to any regulatory filings implicated by this Agreement, notify the other of any such FCC inquiries, and furnish all information requested by the

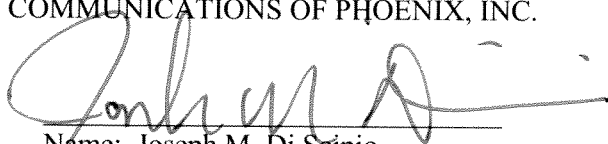
FCC with respect thereto. Neither NW, KVVU, nor KM shall take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the other party's enjoyment of its rights and interests contemplated by this Agreement.

No amendment or waiver of compliance with any provision hereof shall be effective unless in writing signed by the party against whom enforcement is sought. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, it is understood that the acceptance of interference levels agreed to herein shall continue to run with the station, not the licensee, and shall be binding on future successors or assigns (without the need for consent) in the event of a change in control of a licensee. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation accounting and legal fees incurred in connection herewith. Except for the consent set forth above, no consideration is being paid by either party in connection with this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

NW COMMUNICATIONS OF PHOENIX, INC.

By:



Name: Joseph M. Di Scipio

Title: Vice President

KM TELEVISION OF FLAGSTAFF, L.L.C.

By:

Name:

Title: Manager

KVVU BROADCASTING CORPORATION

By:

Name: Joseph L. Snelson, Jr.

Title: Vice President / Director of Engineering

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

NW COMMUNICATIONS OF PHOENIX, INC.

By: _____

Name: Joseph M. Di Scipio
Title: Vice President

KM TELEVISION OF FLAGSTAFF, L.L.C.

By: _____

Name: Kevin Bae
Title: Manager

KVVU BROADCASTING CORPORATION

By: _____

Name: Joseph L. Snelson, Jr.
Title: Vice President / Director of Engineering

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.


NW COMMUNICATIONS OF PHOENIX, INC.

By: _____
Name: Joseph M. Di Scipio
Title: Vice President

KM TELEVISION OF FLAGSTAFF, L.L.C.

By: _____
Name:
Title: Manager

KVVU BROADCASTING CORPORATION

By: 
Name: Joseph L. Snelson, Jr.
Title: Vice President / Director of Engineering