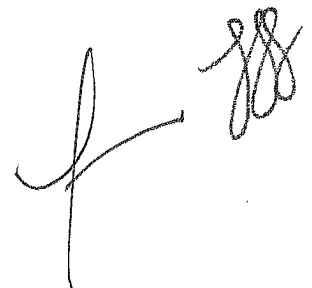


Facilities Modification and Interference Acceptance Agreement ("Agreement")
by and between

WLII/WSUR LICENSE PARTNERSHIP, G.P. ("WSUR")
and
TELECINCO, INC. ("TELECINCO")

to resolve mutual interference to the facilities of
WSUR-DT, Ponce, Puerto Rico (FCC Fac. ID 19776)
and W10BG, Mayaguez, Puerto Rico (FCC Fac. ID 64864)

<i>Effective Date</i>	The obligations of both parties hereunder will be effective upon execution of this Term Sheet by both parties (the date of such execution the "Effective Date").
<i>Application to Modify WSUR-DT Construction Permit</i>	Within thirty (30) days of the Effective Date, WSUR-DT will file an application on FCC Form 301 to modify its construction permit (File No. BMPCDT-20080613ACK) to increase maximum nondirectional ERP from 21.6 kW to 43.0 kW, at a radiation center elevation of 1381 meters above mean sea level (the "WSUR Modification").
<i>Amendment to W10BG Construction Permit Application</i>	Within seven (7) days of the Effective Date, W10BG will file an amendment to its pending application for minor modification on FCC Form 301-A (File No. BMPDVA-20090811ABT) in order to (i) correct the transmitting antenna selection from "directional composite" to "non-directional," and (ii) specify the use of a "full service" out-of-channel emission mask (the "W10BG Modification"). The pending application specifies facilities of 300 Watts, using a non-directional antenna elevated 367 meters above mean sea level, which will not be changed.
<i>WSUR-DT Acceptance of Interference from W10BG Modification</i>	WSUR-DT agrees to accept such interference to the total population predicted to be served by the facilities proposed in the WSUR Modification as may be computed from the facilities proposed in the W10BG Modification.
<i>W10BG Acceptance of Interference from WSUR Modification</i>	W10BG agrees to accept interference to the total population predicted to be served by the facilities proposed in the W10BG Modification as may be computed from the facilities proposed in the WSUR Modification.
<i>WSUR-DT Buildout</i>	WSUR-DT will commence operation with the facilities specified in the WSUR Modification within six (6) months following the grant of such application by the FCC barring an event of <i>force majeure</i> that prevents such commencement of operation.



<i>W10BG Interim Operation</i>	W10BG may not commence operation with the facilities specified in the W10BG Modification until the earlier of (i) such time as WSUR-DT commences operation with the facilities specified in the WSUR Modification and (ii) six (6) months from the grant of the WSUR Modification or such other date as may be mutually agreed upon by the parties, under Special Temporary Authority.
<i>Additional Technical Terms</i>	<p>(i) All interference evaluations shall be conducted using the version of the FCC's OET-69 interference analysis computer software that is current as of the filing date of each party's application/amendment, at a terrain interval of 0.2 kilometers and cell size of 1 kilometer square.</p> <p>(ii) Both parties agree to maintain their respective adjacent-channel emissions according to the full-service technical standards set forth in Section 73.622(h) of the FCC's rules, 47 C.F.R. § 73.622(h).</p> <p>(iii) Any future modification of the facilities specified in the WSUR Modification or the W10BG Modification may not increase the amount of interference predicted to be caused by the facilities agreed to in this Agreement, under the technical standards and methods of the FCC that may be in effect at the time any such modification is filed.</p>
<i>Assignment</i>	The Agreement will be binding on both parties and their respective heirs, successors and assigns.
<i>Termination</i>	Either party may terminate the Agreement with seven (7) days' prior written notice to the other party if (i) the FCC, through a final order, has dismissed or denied either the WSUR Modification or the W10BG Modification; or (ii) the amount of interference caused to either station by the other station is demonstrated in writing to be in excess of the amount agreed to in this Agreement, subject to a seven-day cure period after receiving such written notice of interference.

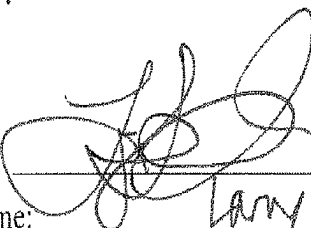
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The forgoing accurately reflects the parties' agreement. The parties agree to the terms and conditions set forth herein and will perform their respective obligations.

Agreed and accepted this 15 day of October, 2009.

WLII/WSUR LICENSE PARTNERSHIP,
G.P.

TELECINCO, INC.

By: 
Name: Larry Sands
Title: Pres/GM

By: 
Name: JOSE VIZCARRONDO
Title: Vice President