

INTERFERENCE ACCEPTANCE AGREEMENT

This INTERFERENCE ACCEPTANCE AGREEMENT is made as of October 9, 2009 between CBS Broadcasting, Inc. ("CBS") and United Communications Corporation ("UCC").

CBS is the permittee of television broadcast station KCCW-TV, post-transition Channel 12, Walker, Minnesota ("KCCW"), and has filed an application for license to cover (BLCDDT-20090615AAC) with the Federal Communications Commission ("FCC"). CBS has received from the FCC a conditional grant of its construction permit application (FCC File No. BMPCDDT-20080619AAY, the "KCCW Application") to "maximize" KCCW-TV's post-transition service area.

UCC is the permittee of television broadcast station KEYC-TV, post-transition Channel 12, Mankato, Minnesota ("KEYC"), and has filed an application for license to cover (BLCDDT-20090622AGL) with the FCC. UCC has received from the FCC a conditional grant of its construction permit application (FCC File No. BMPCDDT-20080620AHS, the "KEYC Application") to "maximize" KEYC-TV's post transition service area.

The FCC, in granting the KCCW Application and the KEYC Application (collectively, the "Applications"), determined that the Applications currently are mutually exclusive. Specifically, the facilities proposed in the KCCW Application (the "KCCW Facilities") are predicted to cause incremental interference to 1.0334% of the population within the noise limited contour of the facilities proposed in the KEYC Application. Also, the facilities proposed in the KEYC Application (the "KEYC Facilities") are predicted to cause incremental interference to 4.0643% of the population within the noise limited contour of the facilities proposed in the KCCW Application. Accordingly, the grants of the Applications are contingent on resolution of the mutually exclusivity of the Applications no later than November 1, 2009.

Consistent with the FCC's rules and for the purpose of enabling construction of the KCCW Facilities and the KEYC Facilities, CBS and UCC hereby agree to accept the interference predicted to be caused by each such Facility to the reception of the signal of the other Facility within each noise limited contour of such other Facility. Any proposed modifications in the future to either Facility as now specified in the Applications which, if implemented, would result in KCCW or KEYC causing interference to the noise limited service area populations of the other Station in amounts greater than agreed to herein shall require the additional prior written consent of the other party.

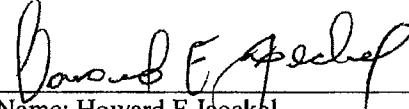
CBS and UCC shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to any regulatory filings implicated by this Agreement, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto. Neither CBS nor UCC 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 and the other rights and obligations 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 assignment of a station's license or a change in control of a

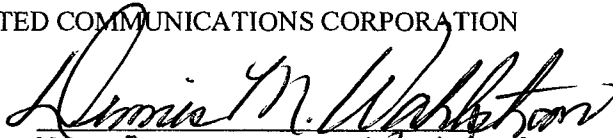
licensee. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any 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 Minnesota without giving effect to the choice of law provisions thereof. Each party shall bear all of its expenses incurred in connection with the transactions completed by this Agreement, including without limitation engineering, accounting and legal fees incurred in connection herewith. Except for consent set forth above, no consideration is being paid by either party in connection with this Agreement. This Arrangement 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 above.

CBS BROADCASTING, INC.

By: 
Name: Howard F Jaeckel
Title: Vice President, Associate General
Counsel and Assistant Secretary

UNITED COMMUNICATIONS CORPORATION

By: 
Name: Dennis M. Wahlstrom
Title: VP & GM