

REPLACEMENT TO INTERFERENCE AGREEMENT

This agreement ("Replacement to Interference Agreement") is entered into as of January 28, 2010, by and between Tri-State Christian TV, Inc. ("TCT") and Flint License Subsidiary Corp. ("Flint License"), and hereby replaces and supersedes the Interference Agreement, entered into as of September 14, 2009, between TCT and Flint License ("Terminated Agreement").

1. TCT is the licensee of station WINM(DT), FCC Facility ID No. 67787, Angola, Indiana ("WINM") which is authorized by the Federal Communications Commission ("FCC") to operate on Channel 12 for post-transition digital television ("DTV") operations.
2. Flint License is the licensee of station WJRT-TV, FCC Facility ID No. 21735, Flint, Michigan ("WJRT") which is authorized by the FCC to operate on Channel 12 for post-transition DTV operations.
3. Based on a worse-case scenario (using co-channel station WMFD-TV's ("WMFD's") previously licensed facilities)¹, WJRT's proposed facility² results in 2.13% additional interference above the Commission's interference limit of 0.5% to the WINM facilities specified in FCC File No. BLCDDT-20021025AAN ("WINM Licensed Facilities"). WJRT's proposed facility results in 1.57% additional interference above the 0.5% limit to WINM's Licensed Facilities (FCC File No. BLCDDT-20021025AAN) using WMFD's presently licensed facilities (See FCC File No. BLCDDT-20081112ALJ). WJRT's proposed facility results in 0.86% additional interference above the 0.5% limit to WINM's outstanding construction permit (FCC File No. BPCDDT-20090817ACR) ("WINM Construction Permit") using WMFD's presently licensed facilities. Flint License seeks TCT's agreement to accept the additional 2.13%, 1.57%, and 0.86% interference specified in this paragraph to the respective WINM facilities specified in this paragraph.
4. In order to resolve WJRT's conflict, TCT hereby agrees to accept the additional interference specified in paragraph 3 above which would result from WJRT's proposed digital operation on Channel 12 to the WINM Licensed Facilities and the WINM Construction Permit, as specified in paragraph 3 above.
5. In consideration for TCT's agreement to accept interference from WJRT's proposed 30 kW operation as described in this Replacement Interference Agreement, Flint License agrees to make a contribution to TCT of WJRT's former UHF transmitter. The contribution of the UHF transmitter is contingent upon receipt by Final Order of FCC consent to WJRT's application for a construction permit to increase power on DTV channel 12 to 30 kW using WJRT's currently authorized non-directional former analog antenna at 286 meters height above average terrain. The transmitter shall be available for pickup at WJRT's facilities on the fifth business day after such FCC consent has become a Final Order. The term "Final Order"

¹ The interference calculation to WINM assumes operation by WMFD at a facility licensed in 2002 which specified an effective radiated power ("ERP") of 4.8 kW, with a non-directional antenna at a height above average terrain of 161 meters (See FCC File No. BLCDDT-20021015ABV).

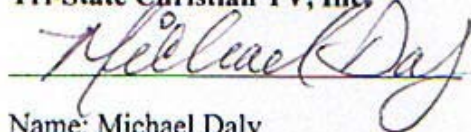
² WJRT proposes operation on digital Channel 12, using the currently authorized non-directional former analog antenna (see BPCDDT-20080610AAJ), with an effective radiated power of 30.0 kilowatts at 286 meters height above average terrain.

shall mean an action by the FCC (including any action taken by the FCC staff pursuant to delegated authority): (i) that has not been vacated, reversed, enjoined, stayed, set aside, annulled or suspended (whether under Section 402 or 405 of the Communications Act or otherwise); (ii) with respect to which no timely appeal, request for stay or petition for rehearing, reconsideration or review by any party or by the FCC on its own motion is pending; and (iii) as to which the time for filing any such appeal, request, petition, or similar document or for the reconsideration or review by any party or by the FCC on its own motion under the Communications Act and the rules and regulations of the FCC has expired or otherwise terminated.

6. Except for the mutual agreement set forth in Paragraphs 4 and 5, no consideration is being paid or promised by either party in connection with this Replacement to Interference Agreement.

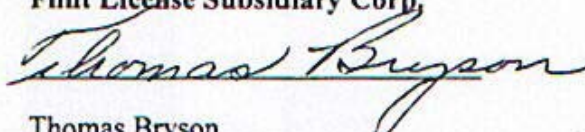
7. The parties hereby terminate the Terminated Agreement upon the effective date of this Replacement to Interference Agreement and this Replacement to Interference Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. No amendment or waiver of compliance with any provision hereof shall be effective unless in a writing signed by the party against whom enforcement is sought. Notwithstanding any provision to the contrary, 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 an assignment of a station's license or a change in control of a licensee. Nothing in this Replacement to Interference 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 Replacement to Interference 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.

Tri-State Christian TV, Inc.



Name: Michael Daly
Title: Secretary

Flint License Subsidiary Corp.



Thomas Bryson
President & General Manager