

INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement (“Agreement”) is entered into as of January 3, 2009 by and between the University of Nebraska, dba Nebraska Public Television (“University”) and United Communications Corporation (“UCC”).

1. University is the licensee of television station KUON-DT, FCC Facility ID No. 66589, Lincoln, Nebraska, and holds a construction permit issued by the Federal Communications Commission (“FCC”) authorizing it to construct a post-transition digital television (“DTV”) facility on Channel 12. See FCC File No. BPEDT-20080324AHY (the “KUON-DT Permit”).

2. UCC is the licensee of television station KEYC-DT, FCC Facility ID No. 68853, Mankato, Minnesota, and holds a construction permit issued by the FCC authorizing it to construct a post-transition digital television (“DTV”) facility on Channel 12. See FCC File No. BPCDT-20080410ABU (the “KEYC-DT Permit”).

3. University desires to modify the authorized post-transition DTV facilities for KUON-DT in order to maximize service to the public. University has filed an application seeking FCC approval to modify the KUON-DT Permit in order to construct DTV facilities that transmit at a higher power level than currently authorized by the KUON-DT Permit. See File No. BMPEDT-20080620AKC (the “KUON-DT Application”).

4. UCC desires to modify the authorized post-transition DTV facilities for KEYC-DT in order to maximize service to the public. UCC has filed an application seeking FCC approval to modify the KEYC-DT Permit in order to construct DTV facilities that transmit at a higher power level than currently authorized by the KEYC-DT Permit. See File No. BMPEDT-20080620AHS (the “KEYC-DT Application”).

5. The facility proposed by the KUON-DT Application is predicted to cause unique new interference to **0.562** percent of the total population predicted to be served by the facility proposed by the KEYC-DT Application.

6. UCC hereby acknowledges and agrees to accept such unique new interference. UCC understands that acceptance of such unique new interference from KUON-DT will not compromise UCC’s ability to serve KEYC-DT’s community of license as required by all relevant FCC regulations. Proposed modifications of KUON-DT which, if implemented, would result in unique new interference to the service area population of KEYC-DT beyond the unique new interference agreed to in this paragraph 6 shall require the further written consent of UCC.

7. University and UCC acknowledge that it is in their mutual interest to resolve the interference conflict as proposed in paragraph 6 of this Agreement. The consideration for this Agreement by and between University and UCC is the resolution of the mutually exclusive interference situation caused by the interference described in paragraph 5, which will otherwise delay and/or preclude the grant of the KUON-DT Application and the KEYC-DT Application. Aside from the agreement reflected in paragraph 6 of this Agreement, no other consideration has been received or promised by or to either University or UCC in connection with this Agreement.

SIGNATURE PAGE FOR INTERFERENCE ACCEPTANCE AGREEMENT

8. Immediately upon the execution of this Agreement by both parties, and in no event later than five (5) business days thereafter, each of University and UCC shall file a copy of this Agreement with the FCC by an amendment to the KUON-DT Application and the KEYC-DT Application, respectively (or provide a copy of the Agreement to the FCC by other means as may be requested by the FCC).

9. This Agreement may not be amended except by an instrument in writing signed on behalf of both of University and UCC. This Agreement constitutes the entire agreement and understanding of University and UCC and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement express or implied is intended or shall be construed to give any rights to any person or entity other than University and UCC and their respective successors and permitted assigns. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one in the same original signature page. Counterparts may be exchanged between the parties by electronic mail.

UNIVERSITY OF NEBRASKA

By: Donal J. Burns
Donal Burns

Title: Regents Secretary

UNITED COMMUNICATIONS
CORPORATION

By: Dennis Wahlstrom
Dennis Wahlstrom

Title: VP & GM, KEYC-DT