

## INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT is made as of May 19, 2009 between CBS Broadcasting, Inc. ("CBS") and Channel 11 License, Inc. ("Granite").

CBS is the licensee of television broadcast station KCCW(TV), Post-Transition Channel 12, Walker, Minnesota ("KCCW"), pursuant to authorizations received from the Federal Communications Commission ("FCC"). CBS has filed with the FCC a construction permit application to "maximize" KCCW-DT's post-transition service area. See FCC File No. BMPCDT-20080619AAY (the "KCCW Application").

Granite is the licensee of television broadcast station KRII(TV), Post-Transition Channel 11, Chisholm, Minnesota ("KRII"), pursuant to authorizations received from the FCC. Granite has filed with the FCC a construction permit application to "maximize" KRII-DT's post-transition service area. See FCC File No. BMPCDT-20080619ADX (the "KRII Application").

The parties have examined the KCCW Application and the KRII Application and have concluded that these applications currently are "mutually exclusive" Specifically, the facilities proposed in the KCCW Application are predicted to cause incremental interference to 0.59 percent of the population within the noise limited contour of the facilities proposed in the KRII Application. The facilities proposed in the KRII Application are not predicted to cause impermissible interference to the population within the noise limited contour of the facilities proposed in the KCCW Application

Consistent with the FCC's rules and for the purposes of facilitating processing of the KCCW Application and the KRII Application, Granite hereby agrees to accept the interference predicted to be caused by the facilities proposed in the KCCW Application to the population within the noise limited contour of the facilities proposed in the KRII Application. Any proposed modifications in the future to the KCCW facilities as now specified in the KCCW Application which, if implemented, would result in KCCW causing interference to the noise limited service area population of KRII in amounts greater than agreed to herein shall require the additional prior written consent of Granite.

To facilitate KRII in providing a robust broadcast service, CBS hereby agrees that it will negotiate in good faith with Granite in the event the facilities of KRII are proposed to be modified in a manner that would cause interference to the population within the authorized noise limited contour of KCCW in amounts greater than that permitted by the rules and policies of the FCC.

Each of CBS and Granite 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 Granite 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 a 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 assignment of a station's license or

JAL 05/19/2009

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 contemplated by this Agreement, including without limitation engineering, 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 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 forth above.

CBS BROADCASTING, INC.

By: Susan Adams Lloyd 05/19/2009  
Name: SUSAN ADAMS LLOYD  
Title: VP/GM WCCO/KCCW/KCCO

CHANNEL 11 LICENSE, INC.

By: David D. Jensen  
Name: David D. Jensen  
Title: VP/Station Manager KBJR/KRLL

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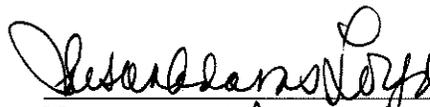
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*SJR* 05/19/2009

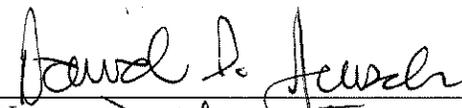
a change in control of a licensee. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed 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 contemplated by this Agreement, including without limitation engineering, 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 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.

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CBS BROADCASTING, INC.

By:  05/19/2009  
Name: SUSAN ADAMS LOYD  
Title: VP/GM WCCO/KCCW/KCCO

CHANNEL 11 LICENSE, INC.

By:   
Name: David D. Jensen  
Title: VP/Station Manager KSTP KSTP

Dave,

Susan has signed two copies of the agreement and they are enclosed. Please sign and return one original copy for our records.

Best of luck to you and your stations.

Gary



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**From:** David Jensch [mailto:DJensch@northlandsnewscenter.com]  
**Sent:** Tuesday, May 19, 2009 11:49 AM  
**To:** Kroger, Gary  
**Cc:** Larry Erickson; Robert Wilmers; Loyd, Susan A (WCCO-TV)  
**Subject:** RE: KCCW/KRII

Gary,

These changes are acceptable to us. Please move ahead with signing the document and return it to me. I'll have our Washington attorneys make the filing with the FCC and we'll get you copies of the executed agreement.

Thanks for all your help.

Dave Jensch  
Vice President/Station Manager  
(218) 720-9620



GRANITE BROADCASTING CORPORATION STATIONS



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[djensch@northlandsnewscenter.com](mailto:djensch@northlandsnewscenter.com)