

## AGREEMENT

This Agreement is made as of April 26, 2011, between Gulf-California Broadcast Company (licensee of KDFX-CA, Fac. ID No. 51207, Indio-Palm Springs, CA) ("Gulf") and Journal Broadcast Corporation, an applicant for a new, digital low power television facility at Palm Springs, CA ("Journal") (collectively, "Parties").

1. On May 19, 2010 Journal filed a Form 346 application with the Federal Communications Commission ("FCC") for a new, digital low power TV facility on channel 40 at Palm Springs, CA. See BNPDTL-20100519AEB (the "Journal Application").
2. On March 20, 2011 Gulf filed a Form 346 displacement application with the FCC for licensed station KDFX-CA - seeking to displace to digital channel 39 at Indio/Palm Springs, CA. See BDISDTA-20110310AAN (the "Gulf Application").
3. The Parties substantially agree that the facilities specified in the Journal Application, as originally filed, are predicted to cause 6.7% interference to the facilities sought in the Gulf Application.
4. Journal agrees to amend, within five (5) business days after the execution of this Agreement, the Journal Application to (a) specify a full service mask, which would reduce the interference that the facilities proposed in the Journal Application are predicted to cause to KDFX-CA's facilities as proposed in the Gulf Application to only 0.9073%, which Gulf agrees to accept, and also (b) to accept up to 1% predicted interference to the facilities proposed in the Journal Application from a modification of the KDFX-CA facilities proposed in the Gulf Application (including the possible filing and licensing of any modification to Gulf's Ch. 39 at Indio-Palm Springs, CA), so long as such modification of KDFX-CA includes specification of a full service mask, the use of which Journal hereby consents.
5. Each of Journal and Gulf agree that, as part of the initial licensing process of any facilities contemplated by this Agreement which specify the full service mask, including any modified KDFX-CA facilities, it will conduct appropriate spectral measurements and make any adjustments necessary to ensure that the station's operating facilities actually comply with the full service emission mask.
6. Each of Journal and Gulf agrees to amend, within five (5) business days after the execution of this Agreement, the respective Journal Application and the Gulf Application, to include a copy of this Agreement as an exhibit to that application.
7. In the case of any future dispute with respect to this Agreement, the Parties agree to binding arbitration, pursuant to the rules and procedures of the American Arbitration Association, with the arbitration proceedings to take place at an agreed location within the Palm Springs DMA. Each of the Parties shall be entitled to nominate one of the three arbitrators, with the third arbitrator selected by agreement of the Parties' two nominees. This Agreement shall be subject to the laws of the State of California.

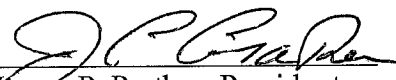
8. This Agreement constitutes the entire agreement of the two parties hereto with respect to the subject matter hereof. No amendment or waiver of compliance with any provision or condition hereof shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement or any amendment or waiver is sought.

9. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

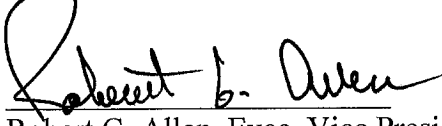
10. Except for the mutual agreement set forth in this Agreement, no further consideration, financial or otherwise, is required or promised by either party.

The parties hereto have caused this agreement to be duly executed as of the date first written above.

**Journal Broadcast Corporation**

By:   
James P. Prather, President  
Journal Broadcast Corporation

**Gulf-California Broadcast Company**

By:   
Robert G. Allen, Exec. Vice President  
Gulf-California Broadcast Company