

Venture
Technologies
Group, LLC



5670 Wilshire Boulevard, Suite 1300
Los Angeles, California 90036
Tel: 323.965.5400 Fax: 323.965.5411

Stamp and Return

BY HAND DELIVERY

Marlene H. Dortch, Secretary
Federal Communications Commission
236 Massachusetts Avenue, NE
Suite 110
Washington, DC 20002

FILED/ACCEPTED

OCT - 5 2009

Federal Communications Commission
Office of the Secretary

Attn: Hossein Hashemzadeh
Associate Chief, Video Division
Media Bureau

**Re: KBKF-LP, Glen Arbor, California
Facility No. 127882**

Dear Ms. Dortch:

We have received the September 23, 2009 letter of Hossein Hashemzadeh, Associate Chief, Video Division, Media Bureau (the "Letter") investigating a complaint concerning the construction and operation of KBKF-LP, Glen Arbor, California (Facility Id 127882) ("KBKF" or the "Station"). The paragraph numbers below correspond to the numbered paragraphs in the Letter.

Based on a review of KBKF's records and the affidavit of the engineer who constructed the station, Venture Technologies Group, LLC ("VTG") responds as follows:

KBKF was constructed in accordance with the terms, conditions and obligations set forth in its construction permit (BDISTVL-20090115ACI). KBKF's antenna is not mounted on a broadcast tower, which appears to be the principal source of confusion for the complainant. Rather, the antenna is mounted to a pipe, attached to the chimney of a house at 150 Atherly Lane, Bonny Doon, California. The coordinates of this location match the coordinates specified on the construction permit and license application.

1. KBKF was constructed and is operated in accordance with all terms, conditions and obligations set forth in its construction permit (BDISTVL-20090115ACI). Construction of this facility began on August 22, 2009 and was completed on August 24, 2009. On August 24, the station began broadcasting programming and the license application was filed later that day. See FCC File No. BLTV-20090824AJN. The station was constructed by VTG's Director of Engineering, Daniel Bissett. Mr. Bissett's declaration is attached hereto as Exhibit 1. Attached as Exhibit 2 are the following documents related to the construction and operation of KBKF: 1) Space Lease Agreement, 2) Antenna Order Acknowledgement; 3) Invoice of Triad Electric; and 4) Invoice for Delivery of the Transmitter. Mr. Bissett is in charge of the KBKF's overall operations. Sandor Nagyszalanczy is in charge of the day-to-day operator of the Station. His

telephone number is (831) 425-5244. Mr. Nagyszalanczy's declaration is attached as Exhibit 3. As noted below, Mr. Nagyszalanczy is also the owner of the house on which the station was built. The station has not been operated continuously. The operation of the Station caused interference to certain electronic devices on Mr. Nagyszalanczy's property. Therefore, Mr. Bissett granted Mr. Nagyszalanczy authority to establish the operating schedule for the Station, provided it is operated a minimum of several hours per week. Because low power television stations are not required to keep a log, VTG has no specific information regarding the dates, times and duration of any interruption of the station's operations.

2. As explained above, the station's antenna is mounted to a pipe attached to the chimney of Mr. Nagyszalanczy's house. The antenna is a Scala model CA-2, as specified in the construction permit. The antenna is installed at 37-4-36 N, 122-8-18 W, six meters above ground level, 632 HAAT, the major lobe direction is 65 degrees and the station is operating at 0.6kw Effective Radiated Power ("ERP"). The operating parameters of the Station are consistent with the its FCC license. As noted in Mr. Bissett's affidavit, this antenna, to the untrained eye, may resemble a typical antenna for residential TV or FM radio reception. The transmitter in use is a 1Kw low band VHF Axcera model 330. Photographs of the antenna and transmitter, as installed, are provided at Exhibit 4.

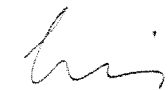
3. The Station is broadcasting community affairs and local event information in addition to folk and country music programs. VTG coordinated with the San Lorenzo Valley Chamber of Commerce and Visitor Bureau to obtain the information presented in the calendar of local events. As noted above, the station has not been broadcasting continually, nor is it required to do so. However, the station is operated at a minimum for several hours a week.

4. Daniel Bissett, VTG's Director of Engineering has primary responsibility for the operation of KBKF. Mike Skibba is the Program Director for the Station.

5. Copies of documents relating to the construction and operation of the Station are provided at Exhibit 2.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Respectfully submitted,



Lawrence Rogow
Chairman

cc (by hand delivery): Hossein Hashemzadeh
Associate Chief, Video Division
Media Bureau

EXHIBIT 1

Declaration of Daniel P. Bissett, Director of Engineering

Declaration of Daniel P. Bissett

I, Daniel P. Bissett, declare under penalty of perjury that the following facts are true and correct:

1. I am the Director of Engineering for Venture Technologies Group, LLC ("VTG") and the Chief Operator for KBKF-LP (KBKF), Glen Arbor, California (Facility ID 127882).

2. On August 22, 2009 I began the installation of the transmitting facilities of station KBKF at 150 Atherly Lane, Bonny Doon, California. The transmitter commenced operations with test signals and programming on the air on August 24, 2009.

3. The transmitter installed at KBKF is a 1KW low band VHF Axcera model 330. The antenna installed is a Scala model CA-2, as specified in the construction permit (FCC File Number: BDISTVL-20090116ACI). The transmission line is 75 feet of LMR-400 type 50 ohm coaxial line. The transmitter was connected to 220V electrical power by Triad Electric. See Exhibit 2.

4. The Scala CA-2 antenna is installed at the latitude and longitude, the height above ground and the major lobe direction specified in the construction permit. See Exhibit 2. The geographical coordinates were computed and confirmed using Google Earth and converting to NAD 27. This antenna is not mounted on a traditional communications tower. Instead, it is mounted on a pipe attached to a chimney on a building. To the untrained eye, this antenna may appear to be a typical antenna for residential TV or FM reception. Please see Exhibit 4. The antenna is mounted 6 meters above ground level, as specified in the construction permit. The HAAT of the center of radiation of the antenna is 389.5 meters, as calculated by RadioSoft 2.2.

5. The transmitter has been power calibrated per present engineering practice and standards to produce the Effective Radiated Power specified in the construction permit. With numbers rounded to two digits of accuracy, the following calculations were used to perform the calibration:

Licensed Power (ERP) = 0.6 KW peak
Antenna Gain = 4 dbd = 2.5
Line loss of 75' of LMR-400 = 1db = .79
.6 KW / (2.5 X .79) = 300 Watts peak
Average power for color black = 300 X .54 = 160 watts

With the aural carrier disabled and color black being transmitted, the transmitter power was calibrated to read 160 Watts average on a Bird model 4304A wattmeter.

6. The transmitter is operating on the channel and frequency specified in the construction permit. The frequency of the visual carrier was measured with a Rohde &

Schwarz FSH3-TV Spectrum Analyzer, S/N 100025. It was found to be 83.24015 MHz, about 150 Hz high. The aural inter-carrier was measured at 4.50006MHz.

7. The station has been programmed with community affairs and local events information interspersed with music programs reflecting the diverse cultural heritage of the Glen Arbor and the surrounding San Lorenzo Valley community where KBKF is located. Information for our event calendar has been provided by the San Lorenzo Valley Chamber of Commerce and Visitor Bureau.

8. The station is controlled by the owner of the building who also acts as the transmitter operator. The operator is Mr. Sandor Nagyszalanczy. He may be reached at (831) 425-5244. Exhibit 2 contains a copy of the Space Lease Agreement detailing the agreement for use of this site. Permission to use the site was obtained prior to when the site was proposed in the construction permit application.

9. The operation of the station has caused interference to certain electrical devices within Mr. Nagyszalanczy's house. Because a low power TV is not required to adhere to any regular schedule of operation and in order to ameliorate the interference issues, I gave Mr. Nagyszalanczy the authority to operate the station at a reduced schedule, provided that the station is operated a minimum of several hours per week and in compliance with the current authorization and FCC rules.

10. As logs are not required under FCC rules, Mr. Nagyszalanczy was not asked to keep a log of when he turned on and off the station. I have since asked him to keep logs of when the station operates.



Daniel P. Bissett

Dated: October 5, 2009

EXHIBIT 2

Documentation related to the construction and operation of KBKF

- 1) Space Lease Agreement by and between Sandor Nagyszalanczy and VTG;
- 2) Work Invoice for delivery of transmitter;
- 3) Triad Electric Invoice; and
- 4) Scala Antenna, Order Acknowledgement and Antenna Specifications

Space Lease Agreement

This lease is made on this 1st date of August, 2009 between

Sandor Nagyszilancy and Ann Gibb,
husband and wife as community property
150 Atherly Lane
Santa Cruz, CA 95060

herein called Lessor, and

Venture Technologies Group, LLC
5670 Wilshire Blvd. Suite 1300
Los Angeles California, 90036.

herein called Lessee.

Lessee hereby offers to lease from Lessor space sufficient for antenna, transmitter and other assorted equipment necessary to operate KBKF-LP, Channel 6, Glen Arbor, CA, at the building located at 150 Atherly Lane, situated in the town of Bonny Doon, state of California, upon the following terms and conditions:

1. Term. The initial term of this lease shall be of one (1) year commencing on August 20, 2009 and terminating on August 20, 2010, unless sooner terminated to any provision herein. Following the initial term, this lease shall continue in effect on a monthly basis until renewed or terminated by either party by providing the other party written notice at least sixty (60) days prior to the expiration of the initial term or the desired termination date.
2. Rent. The monthly rent shall be of Two Hundred and Fifty Dollars (\$250.00) plus utilities and any additional expenses that are directly attributable to Lessee's use at the space, which Lessor will bill Lessee on a monthly or quarterly basis at Lessor's option. Rent is made payable to the Lessor and due on the date specified on the bill and rent for any period less than one (1) month, shall be a prorated portion of the monthly rent herein based on a thirty (30) day month.
3. Termination. If Lessee is unable to obtain any license, permit or other governmental approval necessary for the installation and/or operation of Lessee's equipment at the applicable space, or if any such license, permit or other governmental approval is cancelled or otherwise withdrawn or terminated by the FCC, this lease may be terminated by Lessee at anytime without further liability by providing Lessor written notice at least sixty (60) days prior to the termination date.
4. Care and Maintenance of Space. Lessee shall maintain the space in good and safe condition and shall surrender the same at termination hereof, in as good condition as received, except normal wear and tear. Lessee shall only be responsible to pay for repairs and improvements that are directly attributable to the Lessee's use.

5. Assignment and Subletting. Lessee shall not assign, transfer or sublet any portion of the space without Lessor's prior consent which shall not be unreasonably withheld.

6. Alterations. Lessee shall not make any alterations, additions, or improvements, in, to or about the space without first obtaining the written consent of Lessor.

7. Indemnification by Lessee. Lessee shall indemnify and hold Lessor harmless against and from any damage or injury to Lessee, or any other person, or any property, occurring on the space or any part thereof, caused by Lessee's activities.

8. Insurance. During the term of this lease, and any extension hereto, Lessee shall maintain general comprehensive liability insurance of no less than \$1,000,000 (one million dollars) per occurrence. Proof of insurance shall be provided annually by means of delivery of a certificate of insurance evidencing the required coverage.

9. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

10. Eminent Domain. If the space or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the space, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

11. Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within sixty (60) days after the such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on no less than sixty (60) days' notice to Lessee.

12. Attorney's Fees. In case suit should be brought for recovery of the space or for any sum due hereunder, or because of any act which may arise out of the possession of the space, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

13. Notices. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the space, or Lessor at the specified above in the beginning of this lease.


14. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

15. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Lessor:

Sandor Nagyszlaney and Ann Gibb,
Husband and wife as community property

By:



Sandor Nagyszlaney

SZANDOR NAGYSZLANEY

Lessee:

Venture Technologies Group, LLC

By:


Lawrence Rogow, Chairman

August 24, 2009

PAID
8/24/09

WORK INVOICE

\$260 cash paid in full by

Venture Technologies Group
5670 Wilshire Blvd. suite 1300
Los Angeles, CA 90036

For pick-up in Los Angeles, CA and delivery by rental truck to site at 150 Atherly Way,
Santa Cruz, CA of KBKF-LP transmitter and related equipment on August 21, 2009,
returning truck to Budget rental in Felton, CA. Includes all gas and labor.



Steven Robins
PO Box 243
Felton, CA 95018

TRIAD ELECTRIC
PO BOX 1820
CAPITOLA, CA 95010
831 462-1085 FX 831 462-1174

Invoice

Page 1 of 1

LARRY ROGOW
150 ATERLY LANE
SANTA CRUZ, CA 95060

Invoice#: 7261
Invoice Date: 08/25/2009
Due Date: 08/25/2009
Customer ID: ROGOW

Job: TEMP HOOK UP FOR TRANSMITTER
Job#: 8568

Work Ordered:


ADD 20A, 240V OUTLET IN BASEMENT FED FROM EXISTING PANEL
BRING 20A/240V CAP FOR CUSTOMER TO INSTALL ON HIS EQUIPMENT
TEMP HOOK UP OF LOW POWER TRANSMITTER

Work Performed:

INSTALL SUB PANEL IN BASEMENTS & TEMP POWER TO T.V. TRANSMITTER

Item	Description	Qty	Price	Total
T100	1" 2SCR SEC CONN	2.00	222.66 C	4.45
T101	LEV 50A LOCKING PLUG	1.00	5,090.66 C	50.91
T102	50 AMP TEMP POWER RECEPT IN BOX	1.00	109.68 E	109.68
T103	CUTLER 125A FLUSH LOAD CENTER	1.00	68.60 E	68.60
T104	CUTTLE 120/240V 50A CIRCUIT BREAKER	1.00	18.60 E	18.60
T105	SQ D 2P 120/240V 50A CIRCUIT BREAKER	1.00	42.66 E	42.66
T106	SER CABLE	80.00	2,133.32 M	170.67
Material :				465.57
L239	JOHNNY	3.50	105.00 H	377.50
Labor :				577.50
Total Due				\$1,043.07

ORDER ACKNOWLEDGEMENT

 KATHREIN SCALA DIVISION	Kathrein Inc., Scala Division Post Office Box 4580 - Medford OR 97501 (USA) Phone: (541) 779-6500 - Fax: (541) 779-3991 www.kathrein-scala.com email: mail@kathrein.com	SALES ORDER# 108646 CUST. PO # 6809-VTG-LR CUST. # 0004430 ORDER DATE 08/06/09 TERMS: NET 30 SHIP VIA: FDX O/N PRIOR
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SOLD TO:
 VENTURE TECHNOLOGIES GROUP
 ATTN ACCOUNTS PAYABLE
 5670 WILSHIRE BLVD #1300
 LOS ANGELES CA 90036

SHIP TO:
 VENTURE TECHNOLOGIES LLC
 ATTN: DANIEL BISSETT, PH: 323 904 4751
 5757 WILSHIRE BLVD, SUITE 470
 LOS ANGELES CA 90036

DESCRIPTION	QTY ORDERED	UNIT	SHIP DATE	LIST EA.	NET EA.	EXT. NET
91160-005 CA2/50N CH-6 DIPOLE/REFLECTOR ANTENNA	1	EA	08/13/09	441.00	441.00	441.00

C/O-1 ADDED PO & SHIP TO judyy FEDERAL I.D. #93-0726243	ACKNOWLEDGEMENT: REVIEW IMMEDIATELY AND ADVISE OF ANY CHANGES OR CORRECTIONS. CANCELLATIONS CAN RESULT IN ADDITIONAL CHARGES.	EXT. NETCHARGES: SALES TAX: MISC. CHARGES: FREIGHT: INVOICE TOTAL:
		441.00 0.00 0.00 0.00 441.00

DO NOT RETURN GOODS FOR CREDIT OR EXCHANGE WITHOUT OUR AUTHORIZATION. PAST DUE ACCOUNTS WILL BE SUBJECT TO INTEREST CHARGE

KATHREIN SCALA DIVISION

CONDITIONS OF SALE

1. **Priority of Terms and Conditions.** Unless otherwise agreed to in writing by Seller, the following terms and conditions are part of Seller's quotation and shall govern any resulting order. No term or condition stated in any Buyer solicitation, purchase order or contract shall become part of an order or shall otherwise be binding on Seller unless expressly agreed to in writing by Seller. Seller's failure to object to any term or condition contained in any customer communication shall not be construed as consent to such terms or conditions nor be deemed a waiver of any term or condition set forth herein. All international shipping terms specified herein shall be construed in accordance with the 2000 INCOTERMS published by the International Chamber of Commerce.
2. **Commercial Contract.** All sales are made in strict accordance with these commercial conditions and prices and shall not be subject to the procurement regulations of the United States Government or of any state, local or foreign government unless agreed to in writing by Seller.
3. **Quotation, Prices and Taxes.** Quotations are valid for a period of 30 days. Quotations are available for other specific time periods upon request. Unless specified otherwise, prices do not include retailer's occupation, sales, use, privilege, value-added tax, excise or any other tax (except for gross income tax), duty, tariff or assessment which may arise from the sale of the products or services quoted. Such amounts shall be added to the contract price in the event Seller becomes liable to pay or bear the burden thereof. A request for exemption from any such tax, duty or assessment must be accompanied by a properly executed exemption certificate prior to shipment.
4. **Shipment and Risk of Loss.** Products will be packed, packaged and crated in accordance with Seller's standard commercial practices. Export packing is available upon request at an additional charge. Orders delivered within the United States are shipped F.O.B. Seller's Factory. Freight Prepaid and Bill of Lading. Orders delivered outside the United States are shipped Ex Works. Seller's Factory. Unless otherwise requested, Title to and risk of loss of the products shall pass to Buyer upon delivery to the common carrier. Seller may make partial shipments and submit invoices for such partial shipments in accordance with the payment terms set forth below. International shipments are contingent upon receipt of required United States export licenses.
5. **Terms of Payment.** Payment for orders, at the option of the Seller, is due in US Dollars within 30 days from the invoice date on approved credit, unless otherwise specified by Seller. Orders delivered outside the United States shall be paid in US Dollars by irrevocable letter of credit, by wire transfer or by cash in advance, at the option of the Seller. Orders accepted on other terms shall be due in strict accordance with the terms quoted. Past due payments are subject to a service charge of 1.5% per month (18% annual) on the unpaid balance of the maximum legal rate permitted by state law, whichever is lower. Seller reserves the right in its sole discretion, to reject Buyer's purchase orders or to withhold shipment of Buyer orders if Buyer's account is in arrears. Buyer is responsible to Seller for all reasonable attorney fees, court costs, and/or collection agency fees should Buyer default on payment. Buyer acknowledges that Seller retains full security interest in all products until Buyer renders payment in full and upon request agrees to execute any documents necessary to perfect Seller's security interest.
6. **Delivery.** Seller shall make every reasonable effort to meet Buyer's requested delivery and performance dates, but shall not be liable for delays due to causes beyond its control, including, but not limited to, acts of God, acts of the public enemy, acts of the United States, its States, Territories, or any political subdivision of the foregoing, acts of the Buyer, its employees, agents, or subcontractors, fires, floods, strikes, freight embargoes, unusually severe weather conditions, inadequate transportation facilities or any cause whatsoever beyond the control and without the fault or negligence of Seller, its suppliers or subcontractors, whether similar to or dissimilar from the causes herein enumerated. In the event of any such delay, Seller shall be given a reasonable extension of time within which to complete performance.
7. **Final Acceptance.** Buyer's express acceptance of the products, or Buyer's possession, use or beneficial use of the products for more than 30 days after delivery shall constitute final acceptance and, except as provided in Seller's warranty below shall waive all Buyer claims of nonconformity of the products.
8. **Warranty.** Seller warrants that its products are transferred rightfully and with good title, that its products are free from any lawful security interest or other lien or encumbrance unknown to Buyer. Seller warrants its products to be free of defects in workmanship and materials that arise under proper and normal use and service for a period of five years from date of original shipment. Broadcast products and accessories manufactured by Kathrein-Werke KG and sold by Seller are covered by the above limited warranty but for a period of two years. Products manufactured by others are covered only by the warranties, if any, issued by their respective manufacturers and Seller assumes no liability or responsibility of any kind for these goods. Damage caused by wind, ice, fire, lightning, improper installation or use, unauthorized disassembly or modifications or repairs, improper handling or any other causes beyond the control of Seller are not covered by this limited warranty. In the event that Seller determines that defects have occurred, Buyer's exclusive remedy hereunder is limited to Seller's repair or replacement (either at its plant or at such other place as may be agreed upon between Seller and Buyer) of such defects at no cost to Buyer. Transportation costs to Seller's plant or designated facility in connection with the return of products alleged to be defective shall be paid by Buyer. Products supplied as warranty replacements and products repaired under warranty are covered for the balance of the original warranty period or for a period of 90 days after shipment from Seller, whichever is longer. SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED OTHER THAN AS STATED ABOVE. EXPRESSLY EXCLUDED ARE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. THE FOREGOING SHALL CONSTITUTE ALL OF SELLER'S LIABILITY UNDER THIS WARRANTY WITH RESPECT TO THE PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INSTALLATION COSTS, LOST REVENUE OR PROFITS, OR ANY OTHER COSTS OF ANY NATURE AS A RESULT OF THE USE OF PRODUCTS MANUFACTURED BY THE SELLER, WHETHER USED IN ACCORDANCE WITH THE INSTRUCTIONS OR NOT UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY TO BUYER UNDER THIS WARRANTY EXCEED THE ACTUAL SALES PRICE OF THE PRODUCTS PROVIDED HEREUNDER. No representative is authorized to assume for Seller any other liability in connection with the products.
9. **Limitation of Liability.** Seller shall not be liable to Buyer for any indirect, exemplary, incidental, special or consequential damages arising from any action for breach of contract, breach of warranty, or for any action based on the tortious act or omissions of Seller. Buyer acknowledges that such lack of liability includes but is not limited to, loss of actual or anticipated revenue or profits, costs of installation and/or removal of products, loss of actual or anticipated value of the business to Buyer, or damage to the business reputation or goodwill of Buyer.
10. **Patent Infringement Assurance.** Seller shall, at its own expense, settle or defend any claim, suit or action which may be brought against Buyer for infringement of United States patents arising out of Buyer's use of Seller's products. Seller shall pay any final judgment for damages and costs which may be awarded against Buyer, provided that Buyer promptly notifies Seller of any such claim, suit or action and affords Seller complete control of the conduct of such settlement or defense, and that Buyer provides Seller with all available information regarding such claim, suit or action. Seller may at its own expense, elect to procure for Buyer the right to continue using the allegedly infringing products, or replace it with non-infringing products, or remove it and repay the purchase price applicable hereto, as well as transportation costs. This paragraph shall not apply to any infringement arising out of any feature incorporated in the product at the request of Buyer or from the use of the product for purposes other than as advertised, sold or intended by Seller. In no event shall Seller's total liability to Buyer under the provisions of this article exceed the aggregate sum paid to Seller by Buyer for the allegedly infringing product. The foregoing states the entire warranty by Seller for patent infringement of the product and any part of it.
11. **Certificate of Compliance.** All products are manufactured and inspected by Seller in accordance with Seller's current product specifications and quality control procedures and will be accompanied by a Certificate of Compliance upon request. Products manufactured in accordance with Buyer specifications will not be issued a Certificate of Compliance unless requested by Buyer at the time of order placement.
12. **Inspection and Equipment Testing.** Prices do not include source inspections or product testing and the cost of performing any such tests shall be added to the purchase order price.
13. **Assignment.** Seller reserves the right to assign, delegate or subcontract any order in whole or in part, to its subsidiaries or affiliates without the prior consent of Buyer. Seller's subsidiaries and affiliates shall fully comply with Seller's performance obligations and shall be entitled to assert its rights against the Buyer.
14. **Governing Law.** An order is valid only when accepted in writing at Seller's main office, P. O. Box 4580, 555 Airport Road, Medford, Oregon 97501. The contract arising therefrom shall be deemed to have been entered into in the State of Oregon and its interpretation, construction, and the remedies for its enforcement shall be governed in accordance with Oregon law.
15. **Specification Changes.** Seller's product specifications are subject to change without notice to Buyer, provided such changes do not materially affect performance. Title to all materials and information provided by Seller to Buyer, including but not limited to, specifications, drawings, engineering data, and technical designs, shall remain vested in Seller, unless otherwise agreed to in writing by the parties. All such information shall be treated as confidential by Buyer and shall not be disclosed to any third party without the written consent of Seller.
16. **Returns.** Standard catalog products may be returned for credit, provided such products are returned within 90 days after the original shipment date. Products must be new and in Seller's packing containers. The amount of credit issued for any returned product shall be determined solely by the Seller based on the condition and re-salability of the product. All returns are subject to a 20% minimum restocking charge and management's approval. Nonstandard products, including products specially manufactured in accordance with Buyer's specifications, may not be returned for credit. Buyer shall obtain Seller's written return goods authorization prior to returning any product for credit.
17. **Cancellations.** Orders for standard catalog products may be cancelled prior to the start of manufacture provided Buyer reimburses Seller for any actual costs incurred on the order prior to the effective cancellation date. After manufacture commences, orders for nonstandard products or specially manufactured products may not be cancelled. In the event Buyer terminates such orders, Buyer shall be liable to Seller for termination charges, including, but not limited to, reasonable profits.
18. **Shipment Delays/Billing in Place.** Upon completion of Buyer's order, any delay in shipment attributable to Buyer, including, but not limited to Buyer's request to defer the delivery date, shall cause the following to occur. Thirty (30) days after the original shipment date, a storage charge of 1.5% of the invoice price per month will be billed to Buyer and title to the shipment will automatically pass to Buyer. Seller will invoice Buyer for completed goods and Buyer will pay in accordance with the terms of the original sale, as the goods will be deemed to have shipped in place. Seller will insure against risk of loss until physical shipment of the goods to a common carrier.
19. **Change Orders.** Buyer change orders must be in writing and no change and no change shall be made pursuant to this clause unless agreed to in writing and signed by duly authorized representatives of Seller and Buyer. If any such change causes an increase or decrease in the cost or the time required for the performance of any part of the work, an equitable adjustment shall be made in the contract price and schedule. Seller shall have no obligation to commence any extra or changed work without written agreement as to adjustments to contract price and delivery schedules affected thereby.
20. **Termination.** In the event Buyer fails to render payment on any invoice or Buyer's account is in arrears, or Buyer becomes insolvent enters into bankruptcy or has a receiver appointed to protect its assets, Seller shall have the right without prejudice to any other remedy, to immediately cease manufacture of all Buyer orders and to stop all shipments to Buyer, including stoppage in transit.

June 2009 Revision

CA2

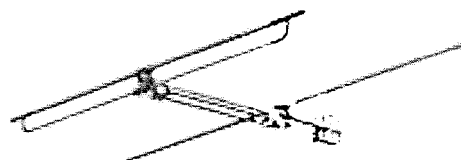
VHF-TV DIPOLE REFLECTOR ANTENNA

4 dBd gain
54 to 216 MHz (Channels 2-13)

The Scala CA2 is a ruggedly built dipole reflector antenna, designed for professional VHF-TV transmit and receive applications.

Like all Scala antennas, the CA2 is made of the finest materials resulting in superior performance and long service life.

The CA2 may be used stand-alone or in stacked arrays for higher gain, increased side-lobe suppression, or custom azimuth patterns.



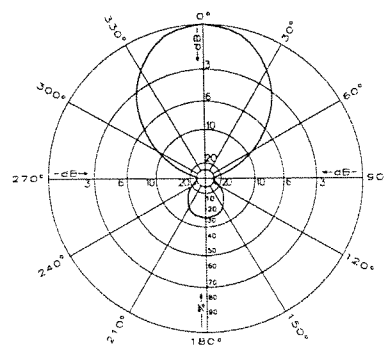
Specifications:

Frequency range	Any specified VHF-TV channel 2-13 54 to 216 MHz
Gain	4 dBd
Impedance	50 or 75 ohms
VSWR	< 1.5:1
Polarization	Horizontal
Front-to-back ratio	>11 dB
Maximum input power	250 watts
Azimuth pattern	72 degrees (half-power)
Elevation pattern	80 degrees (half-power)
Connector	50Ω or 75Ω N female
Weight	14 lb (6.4 kg)
Dimensions	48.5 x 112.3 inches maximum (1232 x 2852 mm)
Equivalent flat plate area	2.2 ft ² (0.204 m ²) maximum
Wind survival rating*	120 mph (193 kph)
Shipping dimensions	110 x 6 x 5 inches maximum (2794 x 152 x 127 mm)
Shipping weight	17 lb (7.7 kg) maximum
Mounting	For masts of 2.375 inches (60 mm) OD.

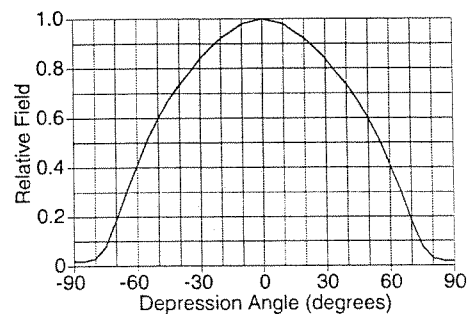
* Mechanical design is based on environmental conditions as stipulated in EIA-222-F (June 1996) and/or ETS 300 019-1-4 which include the static mechanical load imposed on an antenna by wind at maximum velocity. See the Engineering Section of the catalog for further details.

Order Information:

Contact Scala Customer Service for detailed order information.



Azimuth pattern (E-plane - typical)



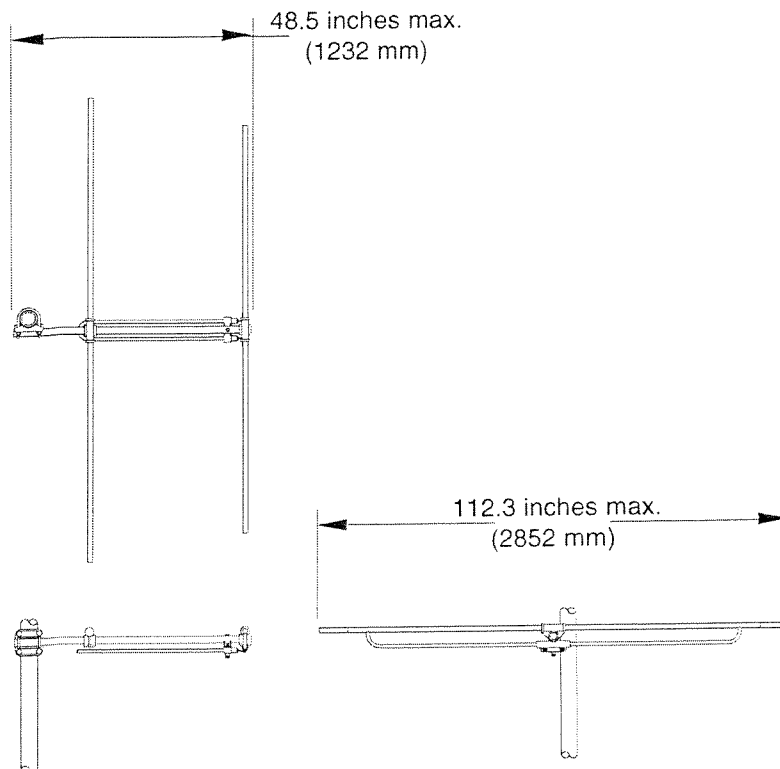
Elevation pattern (H-plane)



10742-A

KATHREIN
SCALA DIVISION

CA2
VHF-TV DIPOLE REFLECTOR ANTENNA
4 dBd gain
54 to 216 MHz (Channels 2-13)



Order Information:

Contact Scala Customer Service for detailed order information.

All specifications are subject to change without notice

Kathrein Inc., Scala Division Post Office Box 4580 Medford, OR 97501 (USA) Phone: (541) 779-6500 Fax: (541) 779-6575
Email: broadcast@kathrein.com Internet: www.kathrein-scala.com

EXHIBIT 3

Declaration of Sandor Nagyszalanczy

Declaration of Sandor Nagyszalanczy

I, Sandor Nagyszalanczy, declare under penalty of perjury that the following facts are true and correct:

1. I reside at 150 Atherly Lane, Bonny Doon, California, a property that I own. I may be reached at (831) 425-5244.
2. I have signed a contract with Venture Technologies Group, L.L.C. ("VTG"). This contract allows VTG to install and operate on my property a transmitter for station KBKF-LP ("KBKF"), a low power television station licensed to VTG.
3. KBKF began operating from my property on August 24, 2009.
4. To minimize interference that the KBKF transmitter causes to certain electronic devices on my property, VTG has authorized me to manually operate the transmitter at my discretion, provided that the transmitter operates for several hours per week. I have operated the transmitter for several hours per week since August 24, 2009.
5. Initially, I did not keep a log of the operation of KBKF. VTG's Director of Engineering, Daniel Bissett, recently called me and asked that I begin keeping a log of the hours of operation. I have begun to do so.



Sandor Nagyszalanczy

Dated: October 2, 2009

EXHIBIT 4

Photographs of as-built facility



