

# Agreement of Understanding

Between

Venture Technologies Group, LLC.

AND

Living Way Ministries, Inc.

This agreement is entered into as of the 17<sup>th</sup> day of April by and between Venture Technologies Group, LLC. (hereinafter referred to as VTG), and Living Way Ministries, Inc. (hereinafter referred to as LWM).

VTG and LWM hereby enter into this agreement in accordance with the protection requirements specified by Federal Communications Commission Rules and Regulations Part 73.525.

VTG is concerned with protecting our members and viewers from FM interference, both now and in the future. **VTG will agree to the proposed LWM applications for FM translators for Ch. 203 at Malibu, CA (971124TD); Ch. 205 at Agoura Hills (990129<sup>TH</sup>); and Ch.220 at Sun Valley, CA (981001TA), under the following understanding:**

1. Frequency of each FM translator proposed by LWM is in non-commercial educational band (channels 201 to 220).
2. The ERP of each FM translator proposed is 10 Watts or less, vertically or circularly polarized.
3. The interfering contour of each LWM FM translator proposed intersects the protected service grade contour of KSFV-CA, Los Angeles, Channel 6 (with an audio FM signal at 87.7 MHz)
4. LWM specifically agrees to remedy any cases to VTG signal complaints (whether KSFV-CA is presently configured or as modified in the future), within or outside of the affected translator coverage areas. In the event, VTG notifies LWM of any possible interference issue, LWM shall immediately reduce it power and if in VTG's sole discretion the interference remains, LWM shall immediately go off-air. For each interference case reported, LWM will provide to VTG, within two business days, a status report of additional actions taken. LWM will subsequently provide weekly updates and, if a resolution can not be made within three business days, will cease operation of the FM translator causing interference, until and unless a permanent solution can be utilized to the complete satisfaction and approval of VTG.

5. Beginning from the date of transmission from any new FM translator site, LWM will advertise weekly for six weeks, in a local newspaper stating: "KTLW-FM is transmitting on a new translator frequency in [community of license] area on [FM translator frequency] and may cause interference to Channel 6 in Los Angeles or its audio FM signal at 87.7 MHz. If you are experiencing interference from [FM translator and community of license] to Channel 6 or its FM audio signal at 87.7 MHz call KTLW-FM at 1-888-779-5859 during business hours."
6. Beginning from the date of transmission from the new site, LWM shall make two announcements a day, one of them during "prime-time" hours for a period of six weeks as follows:

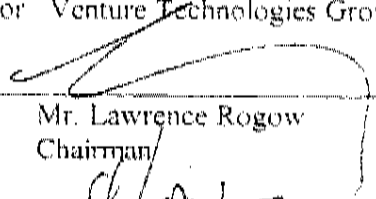
"KTLW-FM is transmitting from a new translator in the [community of license] area on [FM translator frequency] and may cause interference to Channel 6 in Los Angeles or its audio FM signal at 87.7 MHz. If you are experiencing interference from the new FM Translator in [FM translator community of license] to Channel 6 or its audio FM signal at 87.7 MHz, call KTLW-FM at 1-888-779-5859, during business hours."
7. A copy of the daily logs containing announcements and copies of newspaper advertisements will be mailed to VTG, to the attention of the Manager of Engineering, monthly, covering the time frame of the notice.
8. A log of interference calls, with action taken, shall be kept and a copy mailed to:

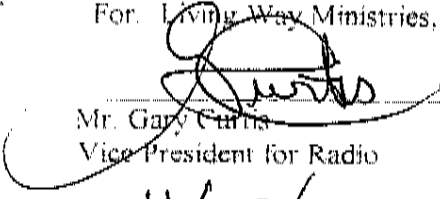
Venture Technologies Group, LLC  
Attention Manager of Engineering  
5670 Wilshire Boulevard, Suite 1300  
Los Angeles, CA 90036
9. LWM has committed to being a "good neighbor" broadcaster in the past, correcting reception problems in a prompt and efficient manner. VTG wishes to continue the cooperation with LWM.
10. LWM supports VTG's petition with the Commission to operate at 100% aural power.

The parties have executed this agreement on the day and year written below and agree to the terms as listed above.

For Venture Technologies Group, LLC

For Living Way Ministries, Inc.

  
Mr. Lawrence Rogow  
Chairman

  
Mr. Gary Curtis  
Vice President for Radio

Date

4/17/09

Date

4/17/09