

INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement ("Agreement") is entered into as of July 29, 2011 (the "Effective Date") by and between Venture Technologies Group, LLC ("VTG"), licensee of KHTV-LP, Los Angeles, California (Facility ID No. 60026) ("KHTV") and KZSW Television, Inc. ("KZSW"), licensee of KZSW-LP, Riverside, California (Facility ID No. 7776) ("KZSW").

1. KZSW was granted authority to modify the facilities of KZSW on analog Channel 27 (FCC File No. BPTTL-20110608ACJ) (the "KZSW Modification").

2. VTG intends to file an application with the Federal Communications Commission ("FCC") to modify the facilities of KHTV on digital Channel 27 (the "KHTV Modification").

3. The KHTV Modification will cause additional predicted interference to KZSW's Modification in excess of the Commission's interference limit of 2.0 percent.

4. KZSW hereby consents to FCC approval of the KHTV Modification and agrees to accept the additional interference caused by KHTV.

5. KZSW and VTG shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to any regulatory filings necessary to implement this Agreement and furnish all information requested by the FCC with respect thereto. Neither KZSW nor VTG 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.

6. This agreement shall be binding upon the parties hereto and their respective successors or assigns. Except for the mutual consents and agreements set forth herein, no consideration is being paid or promised by either party in connection with this Agreement. No amendment or waiver of compliance with any provision hereof shall be effective unless it is made in writing signed by the party against whom enforcement is sought. This Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. 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. This Agreement may be executed in counterparts and by facsimile, each of which when so executed, will be deemed an original, and all of which together shall constitute one and the same instrument.

KZSW Television, Inc.

By: 

Title: President

Venture Technologies Group, LLC

By: 

Title: Chairman