

INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement ("Agreement") is entered into as of April 11, 2012 (the "Effective Date") by and between Venture Technologies Group LLC ("VTG"), and Local Media TV New York, LLC ("Local Media").

Handwritten initials in a circle: VTG

1. VTG is the licensee of W19DC-D, Port Jervis, NY (Facility ID No. 167319) ("W19DC"), which has a construction permit for digital channel 19 (FCC File No. BMPDTL-20080214ADY).

2. Local Media is the licensee of W27CD, Stamford, Connecticut (Facility ID No. 74502) ("W27CD").

3. Local Media desires to file a minor modification application with the Federal Communications Commission ("FCC") to modify the facilities of W27CD to operate in digital on Channel 19 (the "W27CD Modification"). The W27CD Modification will cause impermissible interference to W19DC.

4. VTG agrees to accept the interference described in paragraph 3 of this Agreement.

5. In consideration of VTG's acceptance of interference to W19DC, Local Media shall (i) pay VTG twenty-five thousand dollars (\$25,000) within five business days of the grant of the W27CD Modification, (ii) upon the grant of a Class A television license to W27CD, pay an additional twenty-five thousand dollars (\$25,000) to VTG, and (iii) pay VTG ten percent of the profit of any sale of W27CD within five business days of such an event, should Local Media sell or surrender the spectrum of W27CD at a profit.

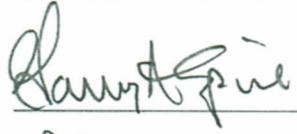
6. VTG and Local Media will cooperate with each other to provide the FCC with all information the FCC may request in connection with the processing of the W27CD Modification. Neither VTG nor Local Media shall take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the other party's enjoyment of its rights and interests contemplated by this Agreement.

7. Local Media may terminate this Agreement upon seven (7) days' prior written notice to VTG if the FCC, through a final order, has dismissed or denied the W27CD Modification.

8. 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 Delaware 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.

VENTURE TECHNOLOGIES GROUP, LLC

LOCAL MEDIA TV NEW YORK, LLC

By: 

By: 

Title: VP Mgr.

Title: Authorized Signatory