

MUTUAL INTERFERENCE ACCEPTANCE AGREEMENT

This Mutual Interference Acceptance Agreement ("Agreement") is entered into as of July 15, 2008 by and between Venture Technologies Group, LLC ("VTG") and Island Broadcasting Co. ("Island").

1. VTG is the permittee of WASA-LD (Facility ID 167320), Port Jervis, NY, W42CX-D (Facility ID 127813), Port Jervis, NY, W05CS-D (Facility ID 167321), Port Jervis, NY, and W43CN-D (Facility ID 167318), Port Jervis, NY.

2. Island is the licensee and/or permittee of WNYZ-LP/WNYZ-LD (Facility ID 56043), New York, NY and WNXV-LP (Facility ID 29233), New York, NY.

3. VTG and Island each desire to make certain modifications to the above-listed stations in the future in order to improve service to the public. VTG and Island hereby agree to accept the interference that would result to their respective stations from the modifications specified in paragraphs 5 through 10 hereof.

4. Except for the mutual agreement set forth in Paragraph 3 hereof, no consideration is being paid or promised by either party in connection with this Agreement. Each party understands that there is a risk that one or more of the modification applications contemplated below may not be granted by the Commission for reasons unrelated to this Agreement and such action shall not diminish the overall benefit derived by each party from this Agreement or terminate this Agreement.

[Handwritten signature]
[Handwritten initials]

9. **W43CN-D/WNXY-LP**

W43CN-D's digital facility on Channel 43, as specified in BMPDTL-20080325AIB and its successor facilities, agree to accept interference from WNXY-LP's digital displacement facility on Channel 43 as specified in BDISDTL-20080505AAS and its successor facilities, up to the level of interference caused by of the operation of WNXY-LP's digital displacement facility on Channel 43, at up to 15 kW maximum ERP, at the location currently authorized for WNXY-LP, as specified in BDISDTL-20080505AAS.

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11. Each party shall cooperate with the other party in connection with filing the applications described above and shall take no action to delay or prevent the grant of such application and shall provide any additional information regarding such applications as may be reasonably requested by the FCC.

12. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto.

13. If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law or FCC regulations, the remainder of this Agreement shall continue in full force and effect.

14. This Agreement sets forth the entire understanding of the parties and may not be amended except by written amendments signed by both parties. All prior agreements between the parties with respect to the subject matter hereof shall be of no further force or effect. Each of the undersigned represents and warrants that it has the requisite authority to bind its respective party to the terms and obligations of this Agreement.

15. If either party breaches its obligations under this Agreement, the other party shall have the right to seek injunctive relief and/or specific performance.

16. Both parties understand that this Agreement may need to be filed with the Commission and consent to such filing.

17. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

VENTURE TECHNOLOGIES GROUP, LLC

By: 

Its: CHAIRMAN

ISLAND BROADCASTING CO.

By: 

Its: PARTNER