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## INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement (“Agreement”) is entered into as of August 9, 2013 (the “Effective Date”) by and between Venture Technologies Group LLC (“VTG”), and Loop Media, LLC (“Loop Media”).

1. VTG is the licensee and applicant of the followings facilities:
  - BDISDTL-20120618ABU, a digital displacement application for KEDD-LD, Channel 45, Los Angeles, California, Facility ID 56793.
  - BLTTL-20070130AJO, the licensed facility of KRVM-LP, Channel 45, Moreno Valley, California, Facility ID 129618.
  - BDISDTL-20101014ACN, a digital displacement application for KRVM-LP, Channel 45, Walnut, California, Facility ID 129618.
2. Loop Media is the licensee of KPOM-CA, Facility ID 51654 (“KPOM”), Channel 6, Indio, California, and the applicant for KPOM’s proposed digital companion channel application on channel 45, Indio, California, Facility ID 191793 (“KPOM DCC”).
3. VTG consents to the interference caused to the above-referenced KRVM-LP and KEDD-LD by the KPOM DCC.
4. VTG and Loop Media will cooperate with each other to provide the FCC with all information the FCC may request in connection with the processing of the KPOM DCC. Neither VTG nor Loop 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.
5. Either party may terminate this Agreement upon seven (7) days’ prior written notice to the other party if the FCC, through a final order, has dismissed or denied the KPOM DCC.
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 Delaware without giving effect to the choice of law provisions thereof. 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.

*[Signature on following page.]*

VENTURE TECHNOLOGIES GROUP, LLC

By: 

Title: CEO/President

LOOP MEDIA, LLC

By: 

Title: Manager