

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") dated as of the last date given with the signatures at its end is between Mark Shirin OR Ventura TV and Appliance ("Buyer") and Cocola Broadcasting Companies LLC ("Seller"), known here collectively as the Parties.

Seller is the Licensee of KVHF-LD (Facility ID 23269), Digital LPTV Station licensed to serve Fresno, CA ("the Station"), pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission ("FCC"). Seller agrees to sell and Buyer agrees to buy such assets of the Station as are described herein, under the terms and conditions set forth here. The Parties understand that this Agreement will be submitted to the FCC together with their joint request for approval of the transaction, and that it is subject to, and conditioned upon express, advance FCC approval being given.

ART. 1. SALES OF ASSETS AND TERMS OF PAYMENT

1.1 Transfer of Assets. On the Closing Date (as defined in Sec. 2.1 hereof) Seller will sell and deliver to Buyer, and Buyer will purchase and accept from Seller, all assets and properties of Seller, tangible or intangible, of every kind and description used or useful in the business and operation of the Station as a going concern and existing as of the date of execution hereof ("the Assets"). The Assets include without limitation the following:

(a) All of the licenses, permits and other authorizations issued to Seller, by the FCC (including the FCC Authorizations), by the Federal Aviation Administration, and by any other governmental authorities, in connection with and useful for the conduct of the business and the full on-air operations of the Station in accordance with Rules and Regulations of the FCC and other legal requirements.

(b) All of seller's tangible personal property used or useful in the conduct of the business or operations of the Station, including leasehold interests in personal property as set forth in Attachment A hereto;

(c) All of seller's leasehold interests in sites used by Seller for transmitter towers, repeaters, or studios and

used by Seller in the operation of the Station.

(d) [Real property -- not applicable]

(e) Exclusion. Excluded from the sale are any or all of Seller's associated equipment as set forth in Attachment B.

1.2. Liabilities. (a) The Assets shall be sold and conveyed to the Buyer free and clear of all liabilities, contingent liabilities, obligations, liens (including tax, mechanics' and materialmen's), pledges, conditional sales agreements, charges, mortgages, security interests, equitable interests, encumbrances and restriction of any type or amount, recorded and unrecorded, and whether known or unknown to Seller (collectively, "Third Party Claims.")

(b) Buyer has not agreed to and shall not assume any liability, obligation, undertaking, expense or agreement of Seller as the result of Third Party Claims of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render buyer obligated in any way, other than to fully pay to Seller the consideration promised herein, including the assumption only of such Third Party Claims as buyer expressly agrees to assume herein.

1.3. Consideration. Upon the terms and subject to the conditions of this Agreement, and in consideration of the sale of the Assets, Buyer will remit to Seller as a deposit the sum of one hundred thousand dollars (\$100,000), to be credited to the purchase of the Station. Except as provided in para. 8.3 herein, the deposits are not refundable. The balance of the purchase price shall be four hundred thousand dollars (\$400,000), to be delivered in cash or cash equivalent at the Closing.

ART. 2. THE CLOSING

2.1 Time and Place of Closing. The closing ("the Closing") of the transaction contemplated by this Agreement shall be held via mail on the date fixed by the Buyer and confirmed in writing, no less than five days nor more than 35 days from the date of Public Notice of the FCC's grant of consent to the assignment of the FCC Authorizations.

2.2 Deliveries by Seller. Prior to or at the Closing, Seller will deliver to Buyer a Bill of Sale, assignment and other instruments of transfer and conveyance in form and substance satisfactory to Buyer and effectively to vest in Buyer good and marketable title to all of the sale Assets.

Risk of Loss. Risk of loss or damage to the Assets by fire or other casualty up to the time of Closing Date shall remain with Seller, and after the Closing Date shall be borne by the Buyer.

ART. 3. REPRESENTATION AND WARRANTIES OF SELLER

3.1 No defaults. The execution, performance and delivery of this Agreement by Seller will not result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any agreement, lease or other instrument or obligation to which Seller is subject or to which any of the Assets may be subject. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller.

3.2 Licenses. Seller is the authorized holder of the license for KVHF-LD("the License") together with other license, permits and authorizations necessary for the operation of the Station. The Licenses are in good standing, in full force and effect and are sufficient for the present operation of the Station. There is not now pending or threatened any action by or before the FCC to revoke, cancel, rescind or modify the License, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC or any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, unpaid and past due filing or regulatory fee, or material complaint against either the Station or the Seller. Seller is not aware of any condition, including transmissions, dark condition for a period of time, or operation inconsistent with authorizations, that would cause the FCC to revoke, cancel, rescind, modify or delete the License.

3.3 Tower Site Lease. Seller and Buyer have entered into a site lease in the form of Attachment C hereto.

3.4 Litigation and Compliance with Laws. There is no litigation pending by or against or to the best of Seller's knowledge after diligent inquiry threatened against Seller, relating to the Station or potentially affecting any of the Assets. With respect to the Station, Seller has complied with all applicable laws, regulations, orders and decrees, and Seller has no knowledge of any basis for any claim of compensation, damages or other relief from any violation of these.

3.5. Full disclosure. No representation or warranty made

by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with this transaction contains or will contain any untrue statement of material fact or any omission to state a fact, necessary to prevent any material statement of Seller from being misleading to Buyer, at the present date or at any time until the Closing Date.

ART. 4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

4.1 Authority. Buyer has the power and authority to execute and deliver the Agreement and to consummate this transaction, and to make it legally binding upon Buyer. The execution and delivery of this Agreement and the consummation of the transaction have been duly and validly authorized by Buyer and no other action on the part of Buyer is necessary for the transaction to be effectuated and fully enforceable in accordance with its terms.

4.2 No defaults. Buyer's execution, delivery and performance of this Agreement will not conflict with nor breach any provision of the organizational documents of Buyer, nor violate any applicable law, statute, rule, regulation, order, writ injunction or decree of any court or governmental entity.

4.3. Brokers. There is no broker, finder or other person who would have any valid claim against Seller for a commission or brokerage fee in connection with the Agreement or the transactions here contemplated.

4.4 No Control Prior to Transfer. Buyer understands and agrees that until the Closing Date Seller shall continue to have ultimate control of the programming and operations of the Station.

ART. 5. COVENANTS OF SELLER

5.1. Seller covenants and agrees that from the date hereof to and including the Closing Date Seller will continue to operate and maintain the Station in accord with the terms of the FCC Authorizations, and in compliance with FCC Rules and Regulations and applicable laws. Through the Closing Date Seller will maintain in full force and effect adequate insurance with respect to the assets, including fire, property damage, and public liability insurance.

5.2 Seller shall promptly notify Buyer of the occurrence of any event or the receipt of any new information that actually would or possibly may, at that time or in the future, render any of Seller's representations and warranties in this Agreement untrue, incomplete, or impossible to perform at any time up to and including the Closing Date.

ART. 6. CONDITIONS TO THE OBLIGATIONS OF BUYER

6.1. At Buyer's Option, the Buyer's obligations hereunder are conditioned upon Seller's fulfillment of the following terms and conditions as of the Closing Date:

6.2. That all of Seller's representations and warranties shall have been true and accurate in every material respect when made, and once again as of the Closing Date;

6.3. That Seller shall have performed and complied with each and every covenant and condition required by this Agreement prior to the Closing Date;

6.4. That the assets shall not have suffered any damage, provided that, if Buyer elects to waive this clause, then Buyer shall be entitled to restitution equal to the fair market value, including any insurance proceeds as the result of such damage;

6.6. That FCC consent to the transaction shall have been given.

ART. 7. INDEMNIFICATION OF BUYER

7.1 Duration. The several representations, warranties, covenants and agreements of Seller and Buyer herein and as made in furtherance of this Agreement shall be deemed to have made as of the date hereof, and on the Closing Date, and survive the closing date and remain in full force and effect for a period of five years; provided, however, that the representations and warranties of title shall survive indefinitely.

7.2. Indemnification of Buyer. Seller agrees that it shall indemnify and hold Buyer, its principals, officers, directors and agents harmless from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities including, without limiting the foregoing, (a) liabilities for

reasonable attorneys' fees, costs and disbursements suffered, directly or indirectly, by reason of or arising out of any breach of a representation or warranty made by Seller pursuant to this Agreement or a failure by seller to perform or fulfill any duty assumed hereby, (b) any litigation, proceeding or demand arising from a Third Party Claim and relating to the business or operations of the Station prior to the closing date.

ART. 8. TERMINATION

8.1 No party that is in material breach of this Agreement may terminate it. This Agreement may be terminated at any time prior to the Closing Date by mutual consent in writing, or:

8.2 By any party, if the FCC has denied the applications contemplated in this Agreement in a final order, or if the Closing has not occurred within two years of the date hereof.

8.3. By the Buyer, on 30 days' advance written notice of Seller having failed in one or more material obligations as set forth in Arts. 3, 5 and 6 hereof, such failure not having been waived being not cured within the 30 days. In such event, the deposits as provided in para. 1.3 hereof shall be refunded promptly to Buyer.

ART. 9. FORMALITIES

9.1. Expenses. The Party incurring an expense shall pay such expense, unless a different apportionment of the expense item is given elsewhere in this Agreement. Buyer shall pay the FCC filing fee for the assignment application. Seller shall pay all sales, use, transfer, recording, documentary or other similar taxes or fees imposed in connection with the sale and delivery of the Assets to Buyer.

9.2. Further Assurance. From time to time after the Closing Date and without further consideration, at its expense Seller will execute and deliver such documents as Buyer may prepare and reasonably request from Buyer in order most effectively to vest Buyer with good title to the Assets.

9.3. Waiver of Compliance. A Party waives the other Party's compliance with an obligation, representation, warranty, covenant or condition herein, only by communicating such waiver to the other Party in writing. The effect of such communication shall be limited to its subject matter, and shall not have the

effect of waiving any like deficiency thereafter.

9.4. Notice. Notices required hereby shall be communicated in writing, and shall be deemed delivered when forwarded by overnight courier with confirmation of delivery, delivered by hand, or delivered by certified mail, return receipt, addressed as follows.

If to Seller:

Gary M. Cocola
Cocola Broadcasting Cos. LLC
706 W. Herndon Avenue
Fresno, CA 93650

with a copy, which shall not constitute notice, to:

Michael Couzens
Attorney at Law
6536 Telegraph Avenue, Suite B201
Oakland, CA 94609

Tel. (510) 658-7654
Fax (510) 654-6741
cuz@well.com

If to Buyer:

Mark Shirin
Ventura TV Video Appliance Center, Inc.
3619 E. Ventura Avenue
Fresno, CA 93702

9.5. Specific Performance. The Parties understand and agree that the interest conveyed hereby includes unique property that cannot be obtained readily on the open market, and that Buyer will be injured irreparably if it does not receive the bargained-for consideration, through any fault of the Seller. Should Seller fail or refuse to convey the interest, the parties understanding and agree that Buyer shall be entitled to seek and obtain an order of specific performance, in addition to such other legal or equitable remedies as Buyer may have.

9.6. Assignment. This Agreement is not assignable, except by Buyer to an affiliate or subsidiary pro forma, subject to FCC approval. It inures to the benefit of the parties hereto and their successors and permitted assigns.

9.7 Disputes. In the event that it becomes necessary for a Party to obtain the enforcement of this Agreement, or any term or condition hereof, through any court, the prevailing party in court shall be entitled to its reasonable attorneys' fees, in addition to any other relief to which it may be entitled.

9.8. Format, Governing Law, Execution, Integration. Captions herein are for quick reference, and are not legally significant terms or clauses. This Agreement shall be governed by and construed under the laws of the State of California. It may be executed in counter-parts, each on of which shall be probative evidence of its contents. This is the entire agreement and understanding of the Parties with respect to the subject matter. It supersedes all previous understandings, whether oral or written, and may be amended only by a writing executed by the Parties.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed, as of the last date given with the signatures hereof.

Dated: _____ By: _____

Print name

Its: _____

("Seller")

Dated: _____ By: _____

Print name
("Buyer")