

r. **Environmental Matters.** There are, to the Company's knowledge, with respect to the Company or any of its Subsidiaries or any predecessor of the Company, no past or present violations of Environmental Laws (as defined below), releases of any material into the environment, actions, activities, circumstances, conditions, events, incidents, or contractual obligations which may give rise to any common law environmental liability or any liability under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or similar federal, state, local or foreign laws, and neither the Company nor any of its Subsidiaries has received any notice with respect to any of the foregoing, nor is any action pending or, to the Company's knowledge, threatened in connection with any of the foregoing. The term "**Environmental Laws**" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "**Hazardous Materials**") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

s. **Title to Property.** Neither the Company nor any of its Subsidiaries owns any real property. The Company and its Subsidiaries have good and marketable title to all personal property owned by them which is material to the business of the Company and its Subsidiaries, in each case free and clear of all liens, encumbrances and defects, except as set forth on **Schedule 3(s)** and as provided in Section 3(h) hereof. Any real property and facilities held under lease by the Company and its Subsidiaries are held by them under valid, subsisting and enforceable (against the Company and its Subsidiaries) leases and neither the Company, any Subsidiary nor, to the knowledge of Company, any other party thereto is in default thereunder nor are there any disputes between such parties with respect thereto.

t. **Foreign Corrupt Practices; Terrorism Compliance.** Neither the Company, nor any of its Subsidiaries, nor any director, officer, agent, employee or other person acting on behalf of the Company or any Subsidiary has, in the course of his or her actions for, or on behalf of, the Company, used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee. The Company and each of its Subsidiaries is in compliance with (i) Executive Order 13224 (66 FR 49079), Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and all rules and regulations promulgated thereunder and (ii) United States Public Law No. 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism of 2001 and all rules and regulations promulgated thereunder.

u. **No Investment Company.** The Company is not, and upon the issuance and sale of the Securities as contemplated by this Agreement will not be an "investment company" required to be registered under the Investment Company Act of 1940.

v. **KADY-TV Due Diligence; Purchase of KADY-TV.** The Company has conducted a reasonable due diligence investigation of KADY-TV prior to and since executing the KADY Purchase Agreement (as defined below). To the best knowledge of the Company, none of the representations or warranties of Biltmore Broadcasting, L.L.C. ("**Biltmore**") contained in the Asset Purchase Agreement, dated October 17, 2003, by and between Biltmore and the Company, as amended by the First Amendment to Asset Purchase Agreement dated February 4, 2004 ("**KADY Purchase Agreement**"), are incorrect in any material respect as of the Closing Date. Upon the closing of the KADY Purchase Agreement, the Company will own the assets to be received by the Company in the KADY Purchase Agreement free and clear of any lien or encumbrance except for Permitted Liens (as defined in the KADY Purchase Agreement). To the best knowledge of the Company, such assets will be sufficient to enable the Company to continue to operate the Station (as defined in the KADY Purchase Agreement) in accordance with the Company's business plan.

w. **KADY-TV Transaction.** The Company had all requisite power and authority to enter into and perform the KADY Purchase Agreement and to consummate the transactions contemplated thereby in accordance with the terms thereof. The KADY Purchase Agreement has been duly executed and delivered by the Company and has been executed by Biltmore and constitutes legal, valid and binding obligations of the Company and, to the Company's knowledge, Biltmore, enforceable against them in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies or by other equitable principles of general application.

x. **Change in Television Market.** The Company has reasonable assurance that the Nielsen market of origin for Station KADY-TV will be changed from the Santa Barbara-Santa Maria-San Luis Obispo, California Designated Market Area ("DMA") to the Los Angeles, California DMA.

y. **Assignment of FCC Booster.** The FCC has granted its consent to the assignment of license of Station KADY-TV and all currently authorized auxiliary stations to the Company (the "**FCC Consent**"). The period in which a person or entity aggrieved by grant of the FCC Consent could seek administrative or judicial review of the FCC Consent has expired without the filing of any timely request for administrative or judicial review. The period in which the FCC could review or reconsider the FCC Consent on its own motion has expired without the initiation of any such reconsideration or review. Television Booster Station KADY1, Los Angeles, California is an auxiliary station associated with Station KADY-TV and the FCC Consent grants to the Company full authority to acquire the license of Station KADY1.

4. **COVENANTS.**

a. **Form D; Blue Sky Laws.** The Company agrees to file a Form D with respect to the Securities as required under Regulation D of the 1933 Act. The Company shall, on or before the Closing Date, take such action as the Company shall reasonably determine is necessary to qualify the Securities for issuance and sale to the Purchasers at the Closing pursuant to this Agreement under applicable securities or "blue sky" laws of the states of the United States (or to obtain an exemption from such qualification), and shall provide evidence of any such action so taken to the Purchasers on or prior to the Closing Date.

b. **Use of Proceeds.** The Company shall use the proceeds from the sale of the Senior Note as follows:

(i) \$23.0 million for the purchase of the KADY-TV station pursuant to the KADY Purchase Agreement (the "KADY Purchase"); and

(ii) Approximately \$1.0 million for working capital for KADY-TV and for legal and other fees associated with transactions contemplated by this Agreement.

c. **Financial Information.** The Company hereby agrees that so long as a Purchaser beneficially owns a Security Interest, it will provide such Purchaser with a monthly "Uses of Capital" statement and any documentation reasonably requested to verify such uses. The Senior Purchaser and following conversion of a Note, the holder of Conversion Securities issued upon such conversion and the holders of Series B Preferred Membership Interests shall be entitled to the following information:

(i) **Annual Statements.** Within one hundred twenty days after the close of each fiscal year of the Company, commencing with the fiscal year ending on December 31, 2003, the Company will deliver to such holders audited consolidated and consolidating balance sheets and statements of income and retained earnings and of cash flows of the Company and its Subsidiaries audited or reviewed by its designated certified public accountants that is a "Big 4" or other nationally or regionally recognized accounting firm reasonably acceptable to the Purchasers or Kaufman Rossin & Co., which annual financial statements shall show the financial condition of the Company as of the close of such fiscal year and the results of the Company's operations during such fiscal year. Each of the financial statements delivered hereunder shall be certified without qualification by such accounting firm to have been prepared in accordance with GAAP consistently applied except as specifically disclosed therein.

(ii) **Monthly and Quarterly Statements.** Within 30 days after the end of each month and each quarter, the Company will deliver to such holders (i) consolidated and consolidating unaudited balance sheets and statements of income and retained earnings and of cash flows for the Company and its Subsidiaries as of the end of such month or quarter, and (ii) sales reports, financial plans, budget reports and such other information as may be reasonably requested by such a holder.

(iii) **Officer's Certificates.** In addition to the delivery of the foregoing information, in connection with the Company's monthly, quarterly and annual financial statements, the Company shall deliver to such holders a certificate of the President or Chief Financial Officer of the Company, certifying (A) that, except as may otherwise be indicated therein or provided for in this Agreement, to the best of his or her knowledge, such statements have been prepared in accordance with GAAP consistently applied and present fairly the consolidated and consolidating financial position of the Company and its Subsidiaries as of the dates specified and the results of their respective operations and changes in financial position with respect to the periods specified (subject in the case of interim financial statements only to normal year-end audit adjustments described in reasonable detail), and (B) to the effect that such officer has caused the provisions of the Transaction Documents to be reviewed and has no knowledge of the breach of any covenant or noncompliance with any term of the Transaction Documents.

d. **Company Existence.** So long as a Purchaser beneficially owns any Securities, the Company and the Subsidiaries shall maintain their corporate or company existence.

e. **No Integration.** The Company shall not make any offers or sales of any security (other than the Securities) under circumstances that would require registration of the Securities being offered or sold hereunder under the 1933 Act or any state securities laws or cause the offering of the Securities to be integrated with any other offering of securities by the Company for the purpose of any shareholder or member approval provision applicable to the Company or its securities.

f. **Compliance with Laws.** So long as any Purchaser holds any Securities, the Company shall, and shall cause each Subsidiary to comply with all applicable laws, rules and regulations of all governmental authorities, the violation of which would reasonably be expected to have a Material Adverse Effect and pay and discharge when payable all taxes, assessments and governmental charges (except to the extent the same are being contested in good faith and adequate reserves therefor have been established). "Material Adverse Effect" means any material adverse effect on the business, operations, assets or financial condition of the Company and its Subsidiaries taken as a whole, or on the transactions contemplated hereby or by the agreements or instruments to be entered into in connection herewith.

g. **Insurance.** Within thirty (30) days after Closing, the Company and each of its Subsidiaries will be insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and its Subsidiaries are or will be engaged immediately after consummation of the KADY Purchase. Notwithstanding the foregoing, the Company agrees that within thirty (30) days after Closing, it will use its commercially reasonable efforts to obtain directors' and officers' liability coverage to the extent available under commercially reasonable terms with insurers of recognized financial responsibility in an amount sufficient for similar companies in the same line of business.

h. **Internal Accounting Controls.** Within thirty (30) days after Closing, the Company and each of its Subsidiaries shall implement and maintain a system of internal accounting controls sufficient, in the judgment of the Board of Managers, to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

i. **Agreement to Subordinate.** The Senior Purchaser agrees that the indebtedness evidenced by its Notes will be subordinate to any Senior Debt (as defined herein) hereafter created or incurred if required by such Senior Debt. The Purchasers hereby agree to execute and deliver all further instruments and other documents, and take all further action that the holder of the Senior Debt may reasonably request, in order to effectuate the subordination provisions required pursuant to the agreements between the holder of the Senior Debt and the Company evidencing the creation of the Senior Debt. "Senior Debt" means all obligations and liabilities of the Company or any of its subsidiaries, whether for or on account of principal, reimbursement obligations, accrued and unpaid interest, fees, expenses, indemnities and other amounts payable, under or in connection with up to Eleven Million Dollars (\$11,000,000) of indebtedness from a nationally recognized financial institution or the Senior Purchaser, which by its terms will be senior to the Notes.

j. **KADY-TV Agreements.** The Company will not waive any of the conditions precedent to the Company's obligation to consummate the KADY Purchase contained in the KADY Purchase Agreement without the prior written consent of the Senior Purchaser.

k. **FCC Booster Transmitter.** The Company shall use its best efforts to acquire the license of Station KADY-TV and all currently authorized auxiliary stations, including with respect to Television Booster Station KADY1, Los Angeles, California.

l. **Transfer of FCC License to Subsidiary.** Promptly after Closing and subject to the FCC's approval as set forth below, the Company will establish a wholly-owned subsidiary (the "License Subsidiary") to which the FCC license for KADY-TV (the "Station License") and the KADY1 FCC construction permit ("Permit") will be assigned. The License Subsidiary will be a single member limited liability company (with the Company as the sole member) and have the principal purpose of holding the Station License and Permit with restrictions as agreed to by the Company and the Senior Purchaser, including without limitation restrictions on the ability to acquire other assets or incur obligations. Promptly after Closing and organization of the License Subsidiary, the Company shall file an application on FCC Form 316 with the FCC seeking approval of the assignment of the Station License and the Permit and will take all actions to obtain such FCC approval and to transfer the Station License and Permit to the Subsidiary as promptly as practicable after receipt of such approval.

m. **Voting of Series B Preferred Membership Interests and Voting Upon Conversion of the Notes; Change of Control.** Pursuant to the terms of the Amended LLC Agreement, the Series B Preferred Membership Interests and Series C Preferred Membership Interests shall initially be non-voting shares. The parties hereto hereby agree to promptly seek FCC approval prior to any of the Series B Preferred Membership Interests and Series C Preferred Membership Interests becoming voting shares or any Series A Preferred Membership Interests or Series B Preferred Membership Interests issued upon the conversion of the Notes voting shares to the extent the voting of any such shares would cause a change of ownership control of the Company pursuant to the rules and regulations of the FCC (including Star Studios, LLC ceasing to hold a majority of the membership interests of the Company or Behar ceasing to control Star Studios, LLC) and would require FCC approval.

5. WAIVERS, RELEASES AND CONSENT OF CONVERTED SERIES B HOLDERS.

a. **Waiver and Consent of Junior Purchaser.** By executing this Agreement, each Converted Series B Holder, as applicable, and the Senior Purchaser with respect to the Junior Note hereby waives and releases on behalf of such Converted Series B Holder or Senior Holder in such capacity (i) all defaults and events of default of the Company under the Original Notes (including the Behar Note and the Leibowitz Note), the Original Purchase Agreement, the Original Security Agreement, Original Pledge Agreement, the Pan Atlantic Original Note, the Behar Security Agreement, the Behar Note and the Original Warrant and any other instruments providing for a Security Interest under any of the Original Notes, as applicable (collectively, and together with any other documents executed in connection with the Original Purchase Agreement, Pan Atlantic Original Note or the Original Notes, the "Terminated Documents") existing immediately prior to the Closing, if any, and (ii) all actions; causes of action, in law or in equity, in contract, in tort or otherwise; liability, including all direct and/or indirect liability; claims; demands; losses; costs; set-offs; or recoupments (collectively "Losses"); in each case of any nature whatsoever, known or unknown, matured or unmatured, which such holders have had, presently have or may have in the future against the Company, its subsidiaries or its agents based upon Losses sustained from the purchase or ownership of the Pan Atlantic Original Note or the Original Notes or under the Terminated Documents. Each Converted Series B Holder and the Senior Holder as holder of the Junior Note hereby waives any existing rights under the Pan Atlantic Original Note or the Original Notes, including but not limited to any veto or consent rights pursuant to such Pan Atlantic Original Note or the Original Notes.

b. **Consent to Transactions.** Each Converted Series B Holder and holder of Junior Note hereby consents to (i) the termination of the Terminated Documents, as applicable, and that such Terminated Documents are of no further force or effect effective upon the consummation of this Agreement, (ii) the release of their respective Security Interests, and (iii) the amendments to the Old LLC Agreement as set forth in the Amended LLC Agreement.

c. **Release of Liens.** Simultaneously with the Closing or promptly thereafter, the Company shall file a Form UCC-3 releasing any Security Interests and shall use

its best efforts to file any other such documents and instruments as the Purchasers may reasonably request to effect the intent of this Section 5.

d. **Further Assurances with Respect to New Security Documents.** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, UCC-1 Financing Statements, releases, UCC-3 Termination Statements, certificates, instruments and documents, as the Senior Purchaser deems to be necessary in order to carry out the intent and accomplish the purposes of this Agreement, the Security Agreement and the consummation of the transactions contemplated hereby and thereby.

6. **CONDITIONS TO THE COMPANY'S OBLIGATION TO SELL OR EXCHANGE.** The obligations of the Company hereunder at Closing to (i) issue and sell the Senior Note to the Senior Purchaser, (ii) deliver the Junior Note and (iii) deliver the Series B Preferred Membership Interests and the Series C Preferred Membership Interests, as applicable, are subject to the satisfaction, at or before the Closing Date of each of the applicable following conditions thereto, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion:

a. With respect to all Purchasers:

(i) The representations and warranties of the applicable Purchaser shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date, which representations and warranties shall be true and correct as of such date), and the Purchaser shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the applicable Purchaser at or prior to the Closing Date.

(ii) No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

(iii) All Purchasers shall have executed this Agreement, and delivered same to the Company.

b. With respect to the Senior Purchaser:

(i) The Senior Purchaser shall have executed the Security Agreement, and delivered the same to the Company.

(ii) The Senior Purchaser shall have delivered the Purchase Price in accordance with Section 1(a) above.

c. With respect to the Senior Purchaser, it shall have delivered the Pan Atlantic Original Note in accordance with Section 1(b) above or the Senior Purchaser will be subject to the provisions of Section 1(g).

d. With respect to the Converted Series B Holders:

(i) The Converted Series B Holders shall have delivered their Original Notes in accordance with Section 1(c) above or the Converted Series B Holders will be subject to the provisions of Section 1(g).

(ii) The Converted Series B Holders shall have executed the Amended LLC Agreement, and delivered same to the Company.

e. With respect to the New Series B Holders, such holders shall have executed the Amended LLC Agreement.

f. With respect to Behar:

(i) Behar shall have delivered the Original Warrant in accordance with Section 1(e) above.

(ii) Behar shall have executed the Amended LLC Agreement, and delivered same to the Company.

(iii) Behar shall have executed the Employment Agreement in the form attached hereto as Exhibit G, and delivered same to Company.

7. **CONDITIONS TO PURCHASER'S OBLIGATION TO PURCHASE.** The obligation of each Purchaser at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions are for such Purchaser's sole benefit and may be waived by such Purchaser at any time in its sole discretion:

a. The Company shall have executed this Agreement and the Amended LLC Agreement, and delivered the same to the Purchaser.

b. With respect to the Senior Purchaser, the Company shall have delivered to the Senior Purchaser a duly executed Senior Note in accordance with Section 1(a) above and the Company and the Pledgors (as defined in the Security Agreement) and owners of the initial membership interests of the Company shall have delivered the Security Agreement to the Senior Purchaser.

c. The Company shall have delivered to the Senior Purchaser a duly executed certificate of its President or Chief Executive Officer that all conditions to the consummation of the KADY Purchase other than payment have been satisfied.

d. The Company and Behar shall have each executed and delivered the Employment Agreement.

e. The representations and warranties of the Company shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at such time (except for representations and warranties that speak as of a specific date, which representations and warranties shall be true and correct as of such date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the Closing Date.

f. No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

g. The Senior Purchaser shall have received an opinion of Leibowitz & Associates, dated as of the Closing Date, in form, scope and substance reasonably satisfactory to the Senior Purchaser and in substantially the same form as Exhibit H-1 attached hereto.

h. The Senior Purchaser shall have received an opinion of Akerman Senterfitt, dated as of the Closing Date, in form, scope and substance reasonably satisfactory to the Senior Purchaser and in substantially the same form as Exhibit H-2 attached hereto.

8. GOVERNING LAW; MISCELLANEOUS.

a. **Governing Law.** THIS AGREEMENT SHALL BE ENFORCED, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITH SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS WHICH WOULD RESULT IN THE APPLICATION OF ANOTHER STATE'S LAW. THE PARTIES HERETO HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES FEDERAL COURTS LOCATED IN MIAMI-DADE COUNTY, FLORIDA WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, THE AGREEMENTS ENTERED INTO IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. ALL PARTIES IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH SUIT OR PROCEEDING. ALL PARTIES FURTHER AGREE THAT SERVICE OF PROCESS UPON A PARTY MAILED BY FIRST CLASS MAIL SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON THE PARTY IN ANY SUCH SUIT OR PROCEEDING. NOTHING HEREIN SHALL AFFECT ANY PARTY'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. ALL PARTIES AGREE THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH SUIT OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON SUCH JUDGMENT OR

IN ANY OTHER LAWFUL MANNER. THE PARTY WHICH DOES NOT PREVAIL IN ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE RESPONSIBLE FOR ALL FEES AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY THE PREVAILING PARTY IN CONNECTION WITH SUCH DISPUTE.

b. **Counterparts; Signatures by Facsimile.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

c. **Headings.** The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

d. **Severability.** In the event that any provision of this Agreement is invalid or enforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

e. **Entire Agreement; Amendments.** This Agreement and the instruments referenced herein or executed in connection herewith contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor any Purchaser makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be waived or amended other than by an instrument in writing signed by the party to be charged with enforcement.

f. **Notices.** Any notices required or permitted to be given under the terms of this Agreement shall be delivered personally or by courier (including a recognized overnight delivery service) or by facsimile and shall be effective upon receipt, if delivered personally or by courier (including a recognized overnight delivery service) or by facsimile, in each case addressed to a party. The addresses for such communications shall be:

If to the Company:

BELA, LLC
7500 NW 72nd Street
Miami, Florida 33166
Attention: Robert Behar
Telephone: 305-863-1127