

STOCK PURCHASE AGREEMENT

by and between

**INITIAL BROADCASTING OF CALIFORNIA, LLC AND
TVPLUS, LLC**

As Buyers

AND

**MARY ELLEN ZENZ AS EXECUTOR OF THE ESTATE OF MARGARET R.
JACKSON AND OF THE ESTATE OF RILEY JACKSON AND BRIAN ZENZ,
INDIVIDUALLY AND AS A DIRECTOR OF SUNBELT TELEVISION, INC.**

As Sellers

for the sale and purchase of

SHARES OF SUNBELT TELEVISION, INC.

Dated as of November 1, 2004

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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is entered into as of the 1st day of November, 2004, by and between Initial Broadcasting of California, LLC, a Delaware limited liability company ("IBC"); TVPlus, LLC, a Delaware limited liability company ("TVP" and collectively with IBC "Buyers"); and Mary Ellen Zenz as Executor of the Estate of Margaret R. Jackson and of the Estate of Riley Jackson ("Jackson Group") and Brian Zenz ("Zenz"), individually and as a director of Sunbelt Television, Inc. for purposes of the representations, warranties and covenants contained in Sections 6.1, 6.2, 6.5, 6.6, 6.7(c), 6.8, 6.9, 6.10, 6.11, 6.13-6.23 and 6.25.

RECITALS

- A. Sunbelt Television, Inc., a California corporation (hereinafter referred to as "Sunbelt"), is the licensee of television station KHIZ(TV), Barstow, California (the "Station").
- B. Sunbelt is authorized to issue 1,000 shares of common stock and has 1,000 shares of common stock issued and outstanding (the issued and outstanding shares hereinafter collectively referred to as the "Shares").
- C. IBC owns 200 shares of common stock of Sunbelt representing 20% of the Shares.
- D. Jackson collectively owns 380 shares of common stock of Sunbelt representing 38% of the Shares (the "Jackson Shares").
- E. IBC has entered into Stock Option Agreements (the "Stock Option Agreements") with Raymond Webb ("Webb"), Gayle P. Gangl ("Gangl"), Kerry Buttram-Galgano ("Buttram-Galgano"), Robert Word ("Word"), Mel Marion ("Mel") and Denise Marion ("Denise") pursuant to which IBC has the option to purchase Webb's 316 shares of Sunbelt common stock, Gangl's 20 shares of Sunbelt common stock, Buttram-Galgano's 20 shares of Sunbelt common stock, Word's 24 shares of Sunbelt common stock and Mel and Denise's 40 shares of Sunbelt common stock (collectively representing 42% of the Shares) (the "Original Shares").
- F. Webb has subsequently purported to have made the following transfers of Sunbelt common stock: 15 shares to Gary Schwartz ("Schwartz"); 47 shares to R. Todd Webb ("Todd"); 47 shares to Rae Ann Compton ("Compton") and 39 shares to Deborah (Sweeney) Webb ("Deborah") (collectively the "Transferred Shares"). Webb, Gangl, Buttram-Galgano, Word, Mel, Denise, Schwartz, Todd, Compton and Deborah are hereinafter collectively referred to as the "Option Group." The Original Shares less the Transferred Shares are referred to herein as the "Adjusted Original Shares". The Adjusted Original Shares and the Transferred Shares are hereinafter collectively referred to as the "Option Group Shares".

G. Upon the execution of this Agreement, IBC will exercise its rights to acquire the Option Group Shares.

H. IBC also desires to acquire 310 of the Jackson Shares representing 31% of the Shares pursuant to the terms of this Agreement.

I. TVP desires to acquire 70 of the Jackson Shares representing 7% of the Shares pursuant to the terms of this Agreement.

J. Jackson desires to sell 310 shares of Sunbelt to IBC and 70 shares of Sunbelt to TVP pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and, intending to be legally bound hereby, the parties agree as follows:

1. RULES OF CONSTRUCTION.

1.1 Number and Gender. Whenever the context so requires, words used in the singular will be construed to mean or include the plural and vice versa, and pronouns of any gender will be construed to mean or include any other gender or genders.

1.2 Headings and Cross-References. The headings of the Sections and Paragraphs hereof, the Table of Exhibits, and the Table of Schedules have been included for convenience of reference only, and will in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross-references to Sections or Paragraphs herein will mean the Sections or Paragraphs of this Agreement unless otherwise stated or clearly required by the context. All references to Schedules herein will mean the Schedules to this Agreement. Words such as "herein" and "hereof" will be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise stated or clearly required by the context. The term "including" means "including without limitation."

1.3 Computation of Time. Whenever any time period provided for in this Agreement is measured in "business days" there will be excluded from such time period each day that is a Saturday, Sunday, recognized federal legal holiday, or other day on which the Commission's offices are closed and are not reopened prior to 5:30 p.m. Washington, D.C. time. In all other cases all days will be counted.

2. IBC AND TVP PURCHASE OF THE JACKSON GROUP SHARES.

2.1 Closing. On the date selected by Buyers that is not less than three nor more than 21 business days following satisfaction of the conditions to closing (the "Closing Date"), Jackson will transfer 310 shares of Sunbelt to IBC and 70 Shares of Sunbelt to TVP (the "Closing").

2.2 Purchase Price. The aggregate purchase price (the "Purchase Price") for the Jackson Shares will be the difference between \$3,200,000 and the total amount of the Sunbelt repayment obligations to Jackson delineated on Exhibit 1.

2.3 Payment of Purchase Price.

Buyers will pay the Purchase Price to Jackson at the Closing by wire transfer of immediately available funds to an account to be specified by Jackson at least three (3) days prior to Closing.

3. IBC PURCHASE OF THE OPTION GROUP SHARES.

3.1 Upon execution of this Agreement, IBC will use its commercially reasonable efforts to cause the Option Group to transfer the Option Group Shares voluntarily to IBC or TVP. At such time as IBC determines in its sole discretion that such attempt appears unavailing, IBC will exercise its rights under the Stock Option Agreements to acquire the Option Group Shares and will diligently prosecute its right to acquire the Option Group Shares and other rights pursuant to the Stock Option Agreements in all available venues and through all available appeals.

4. TVP PURCHASE OF THE SHARES.

4.1 On the first anniversary of the date that IBC acquires the Option Group Shares, IBC and TVP will enter into a stock purchase agreement (the "TVP Purchase Agreement") by which, subject to prior FCC consent, TVP will acquire the aggregate 930 shares of Sunbelt owned by IBC (representing the 200 shares currently owned by IBC, plus the 310 shares currently owned by Jackson to be acquired by IBC pursuant to this Agreement, plus the 420 shares currently owned by the Option Group to be acquired by IBC as set forth in Section 3.1 (the "TVP Acquisition").

5. FCC APPLICATION.

5.1 FCC Application. If an application has not been filed with the FCC for the transfer of the Option Group Shares, then in such event, within twenty (20) business days after the later to occur of: (a) the execution of this Agreement and (b) Jackson securing all legal authority required to do so, Jackson will join with IBC in filing an application with the FCC for its consent to the transfer of control of Sunbelt to IBC (the "Transfer of Control Application"). Jackson and IBC will diligently take or cooperate in the taking of, and cause Sunbelt to diligently take or cooperate in the taking of, all steps which are reasonably necessary or appropriate to expedite the prosecution and grant of the Transfer of Control Application and to cause such grant to become final, i.e., no longer subject to administrative or judicial review or reconsideration ("Final Order"). No party by commission or omission will put in jeopardy its qualifications as a Commission licensee, or impair the routine processing of the Transfer of Control Application. Jackson and IBC will, and will cause Sunbelt to, use their best efforts and otherwise cooperate in

responding to any information requested by the FCC related to the Transfer of Control Application and in defending against any petition, complaint or objection which may be filed against the Transfer of Control Application. Buyers will be solely responsible for the amount of any FCC filing fees.

5.2 Closing Place. Any closings of the transaction completed by this Agreement will take place at the offices of Howser & Brown, Newport Beach, California, or such other mutually agreeable place, on the Closing Date as defined above.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE JACKSON GROUP.

As used in this Agreement the term "actual knowledge" shall mean actual and not constructive knowledge without an inquiry or investigation by Jackson. Jackson, and for purposes of Sections 6.1, 6.2, 6.5, 6.6, 6.7(c), 6.8, 6.9, 6.10, 6.11, 6.13-23 and 6.25 only, Zenz, hereby make to and for the benefit of Buyers the following representations, warranties and covenants:

6.1 Binding Effect. Zenz and Mary Ellen Zenz are each individually over the age of 18 years, competent to enter into this Agreement, and have all power and authority and are entitled to carry on his or her business now being conducted and to own, lease, or operate his or her properties as now owned, leased or operated. Mary Ellen Zenz, in her capacity as Executor of the Estate of Margaret R. Jackson and of the Estate of Riley Jackson, has been or will be duly authorized by all necessary probate court and other applicable judicial, governmental, or legal action to execute, deliver and perform this Agreement, and each other document, agreement and instrument to be executed and delivered by Jackson in connection with this Agreement (collectively, the "Jackson Documents"). This Agreement has been, and each of the IBC Documents will be, duly and validly executed and delivered by Jackson and Zenz to Buyers and constitutes a legal, valid and binding obligation of Jackson and Zenz enforceable against Jackson and Zenz in accordance with its terms upon approval by the Probate Court.

6.2 No Violation. Except as set forth in Schedule 6.2, none of the execution, delivery and performance by Jackson or Zenz or their compliance with the terms or conditions hereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms or conditions of, constitute a default under, or violate (a) any judgment, decree, order, consent, agreement, lease or other instrument to which Jackson or Zenz is a party or by which Jackson or Zenz may be legally bound or affected, or (b) any law, rule, regulation or ordinance of any governmental authority applicable to Jackson or Zenz.

6.3 Litigation. To the actual knowledge of Jackson and Zenz, (a) except for proceedings affecting broadcasters generally and except as set forth on Schedule 6.3, there is no litigation, complaint, investigation, suit, claim, action, insolvency, environmental or other violation outstanding or proceeding pending, or threatened before or by the FCC, any other Governmental Authority, or any court, arbitrator or other person or entity relating in a material

respect to Sunbelt, the stock of Sunbelt, the Station, or Jackson; and (b) except as set forth on Schedule 6.3, there is no other litigation, action, suit, complaint, claim, investigation or proceeding pending, or threatened that may give rise to any claim against Sunbelt, the stock of Sunbelt, the Station, Jackson or materially adversely affect the ability of Jackson or Zenz to comply with and perform the terms of this Agreement. Jackson will proceed immediately to obtain as quickly as possible probate court and other applicable judicial, governmental, or legal action necessary to execute, deliver and perform this Agreement or to justify its actions.

6.4 Ownership of Stock and Membership Interests. To the actual knowledge of Jackson, except as set forth on Schedule 6.4: (a) the authorized capital stock of Sunbelt consists of 1,000 shares of common stock, all of which of are issued and outstanding, and owned by IBC, the Option Group, and Jackson; (b) except as otherwise disclosed herein, all issued and outstanding shares of Sunbelt are validly issued, fully paid, nonassessable, and owned free and clear of any lien or other encumbrances; (c) except for the Stock Option Agreements with the Option Group, there are no outstanding stock or membership interest options or appreciation rights of Sunbelt granted by Jackson to any person or entity exercisable now or in the future; (d) Sunbelt has no outstanding subscriptions, warrants, calls, commitments or agreements to issue or to repurchase any shares of Sunbelt's stock or other securities, including any right of conversion or exchange under any outstanding security or other instrument; and (e) there are no unsatisfied preemptive rights to Sunbelt shares to which the Jackson Group, the Option Group, or any other party is entitled.

6.5 Local Marketing Agreement. Jackson and Zenz will cooperate with IBC to take all action within their power to cause duly called meetings of the board of directors and/or shareholders of Sunbelt to be held as soon as possible, and to cause its representatives on the board of directors to vote at such board of directors meetings, and to vote the Jackson shares in Sunbelt at such shareholders' meetings, in favor of: (a) Sunbelt promptly entering into a Local Marketing Agreement for the Station with TVP in the form attached to this Agreement as Exhibit 2 (the "LMA"), and (b) reconstitution of the officers and board of directors of Sunbelt in accordance with the proposed slate of officers and directors set forth in Exhibit 3 to this Agreement.

6.6 Station Compliance. Upon the execution of both this Agreement and the LMA, Jackson and Zenz will cooperate with IBC to cause:

(a) The Station's transmitting and studio equipment to be in all material respects operating in accordance with the terms and conditions of the FCC Licenses, all underlying construction permits, and the rules, regulations, practices and policies of the FCC, including all requirements concerning equipment authorization and human exposure to radio frequency radiation.

(b) The conduct of Sunbelt's and the Station's business to comply in all material respects with all applicable laws, rules and regulations.

(c) All ownership reports, employment reports, and other material documents required to be filed by Sunbelt with the Commission or other Governmental Authority to be filed timely, accurately, and completely in all material respects; all items required to be placed in the Station's local public inspection file to be placed in such file; all proofs of performance and measurements that are required to be made by Sunbelt with respect to the Station's transmission facilities to be completed and filed at the Station; and all information contained in the foregoing documents to be true, complete and accurate in all material respects.

(d) All regulatory fees due for the FCC Licenses to be paid timely and completely.

To the actual knowledge of Jackson and Zenz, except as identified in Schedule 6.6 to this Agreement, (A) there is no outstanding complaint, citation, or notice issued by any Governmental Authority asserting that Sunbelt is in violation of any law, regulation, rule, ordinance, order, decree or other material requirement of any governmental authority (including any applicable statutes, ordinances or codes relating to zoning and land use, health and sanitation, environmental protection, occupational safety and the use of electric power) materially affecting the business or operations of the Station, and (B) Sunbelt is in material compliance with all such laws, regulations, rules, ordinances, decrees, orders and requirements.

6.7 No Conflicting Actions. Between the date that this Agreement is executed and the closing on Buyers' acquisition of the 380 shares of Sunbelt from Jackson, unless Buyers have agreed otherwise in writing:

(a) Jackson will not solicit, either directly or indirectly, initiate, encourage or accept any offer for the purchase or acquisition of the Station, Sunbelt, shares in Sunbelt or any of Sunbelt's assets by any party other than Buyers.

(b) Jackson will not cause any lien or other encumbrance to be placed upon its shares in Sunbelt.

(c) Neither Jackson nor Zenz will take any action or fail to take any action that would cause either of them to breach the representations, warranties and covenants contained in this Agreement.

6.8 Closing Obligations. Jackson and Zenz will make commercially reasonable efforts to satisfy the conditions precedent to closing Jackson's sale of 380 shares of Sunbelt pursuant to this Agreement.

6.9 Sunbelt Assets and Liabilities. To the actual knowledge of Jackson and Zenz, Schedule 6.9 to this Agreement accurately sets forth as of the date stated in the schedule: (a) the assets of Sunbelt, including (i) governmental authorizations, (ii) real property, (iii) tangible property, (iv) intangible property, (v) contracts, (vi) insurance, (vii) real property leases, and

(viii) and cash and barter accounts receivable; and (b) the liabilities of Sunbelt, including (A) accounts payable, (B) taxes, (C) trade liabilities for barter, and (D) other liabilities.

6.10 Litigation Settlement Agreements. Upon or prior to the Closing Date, Jackson and Zenz will enter into settlement and mutual release agreements with: (i) Costa; Rancho Palos Verdes Broadcasters, Inc.; the Option Group; IBC; and Sunbelt to settle and resolve all disputes involved in and arising out of the Costa Suit, and to secure all judicial orders that are necessary to consummate the transactions under this Agreement; and (ii) TRB Network, LLC; Earl Kim; the Option Group; IBC and Sunbelt to settle and resolve all disputes involved in and arising out of the litigation in the Los Angeles County Superior Court known as *TRB Network, LLC v. Sunbelt Television, Inc.*, case no. BC26 2366 (the "TRB Suit"), and to secure all judicial orders that are necessary to consummate the transactions under this Agreement.

6.11 Contracts. To the actual knowledge of Jackson and Zenz, except as set forth on Schedule 6.11, the contracts of Sunbelt set forth in Schedule 6.9 have not been amended or terminated and are in full force and effect.

6.12 Insurance. To the actual knowledge of Jackson and Zenz, there are no policies of insurance in effect for the station.

6.13 Employees. To the actual knowledge of Jackson and Zenz, except as set forth in Schedule 6.13, (a) no employee of Sunbelt is represented by a union or other collective bargaining unit, no application for recognition as a collective bargaining unit has been filed with the National Labor Relations Board, and there has been no concerted effort to unionize any of Sunbelt's employees; (b) Sunbelt has no other written or oral employment agreement or arrangement, plan or policy with any Sunbelt employee, and no written or oral agreement concerning bonus, sick pay, termination, hospitalization, vacation pay, severance pay, or retiree medical coverage; (c) as of this date there is not and at the time of Closing there will not be any consideration of whatever nature due and owing by Sunbelt or Jackson to any employee or former employee of Sunbelt, except as otherwise listed in Schedule 6.13; and (d) included in Schedule 6.13 is a list of all persons employed at Sunbelt as of the date stated in the schedule together with an accurate description of the terms and conditions of their respective employment as of such date. Jackson and Zenz will promptly advise Buyers of any material changes of which either of them become aware that occur prior to Closing with respect to such information.

6.14 Real Property. To the actual knowledge of Jackson and Zenz, (a) Sunbelt leases the real property described in Schedule 6.9 (hereinafter "Real Property"); (b) except as described in Schedule 6.14, Sunbelt has a valid lease for the Real Property; (c) except as listed in Schedule 6.14, all of the improvements, and all heating and air conditioning equipment, plumbing, electrical and other mechanical facilities, and the roof, walls and other structural components which are part of, or located in, such improvements, are in good operating condition and repair; (d) such improvements comply in all material respects with applicable zoning laws and the building, health, fire and environmental protection codes of all applicable governmental

jurisdictions, and do not require any repairs other than normal routine maintenance to maintain them in good condition and repair; (e) none of the improvements have any material structural defects; (f) no portion of the Real Property is the subject of any condemnation or eminent domain proceedings currently instituted or pending, and no such proceedings are threatened; (g) there are no condemnation, zoning or other land use regulation proceedings instituted or planned to be instituted, which would materially affect the use and operations of the Real Property for any lawful purpose, and Sunbelt has not received notice of any special assessment proceedings materially affecting the Real Property; and (h) the Real Property has direct and unobstructed access to all public utilities necessary for the uses to which the Real Property is currently devoted by Sunbelt.

6.15 Environmental Protection. To the actual knowledge of Jackson and Zenz,

(a) With respect to the operations of the Station, there are no pending or threatened actions, suits, claims, legal proceedings or any other proceedings, arising from the activities of Sunbelt, IBC, the Option Group, or Jackson relating to the operation or occupation of the Real Property, based on or relating to Hazardous Substances or Environmental Law, or asserting any liabilities under Environmental Law against Sunbelt or the Station.

(b) No conditions exist which could reasonably give rise to claims, expenses, losses, liabilities, or governmental action against Sunbelt or Buyers in connection with any Hazardous Substances present at or disposed of at or from the Real Property, including without limitation the following conditions arising out of, relating to, resulting from, or attributable to, the assets, business, or operations of Sunbelt at the Real Property: (i) the presence of any Hazardous Substances on the Real Property, the release or threatened release of any Hazardous Substances into the environment at or from the Real Property, or the migration or threatened migration of Hazardous Substances onto, into, above or under the Real Property; (ii) the off-site disposal of Hazardous Substances originating on or from the Real Property or the Business or operations of Sunbelt; (iii) the release or threatened release of any Hazardous Substances into any storm drain, sewer, septic system or publicly owned treatment works; or (iv) any noncompliance with federal, state or local requirements governing occupational safety and health, or presence or release in the air and water supply systems of the Real Property of any substances that pose a hazard to human health or an impediment to working conditions.

(c) Sunbelt is not under any obligation, is not liable for, and has not been threatened with any obligation or liability under Environmental Law for any investigation, corrective action, remediation or monitoring of Hazardous Substances in, on, over, under or at the Real Property. None of the Real Property is listed or proposed for listing on the National Priorities List pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.*, or any similar inventory of sites requiring investigation or remediation maintained by any state. Sunbelt has not received any notice, whether oral or written, from any Governmental Authority or third party of any actual or

threatened liabilities under Environmental Law with respect to the Real Property, the Station, or the conduct of Sunbelt's business.

(d) Jackson and Zenz have provided to Buyers all environmental reports, assessments, audits, studies, investigations, data and other written environmental information in its custody, possession or control concerning the Real Property.

(e) The operation of the Station does not cause or result in exposure of workers or the general public to levels of radio frequency radiation in excess of the "Radio Frequency Protection Guides" recommended in "American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields 3 kHz to 300 GHz" (ANSI/IEEE C95.1-1992) issued by the American National Standards Institute, adopted by the FCC effective October 15, 1997, and described in OET Bulletin No. 65. Renewal of the FCC Authorizations would not constitute a "major action" within the meaning of Section 1.1301, et seq., of the Commission's rules.

(f) As used in this Agreement:

(i) "Environmental Law" means the rules and regulations of the FCC, the Environmental Protection Agency and any other federal, state or local government authority and all applicable rules and regulations of federal, state and local laws, including statutes, regulations, ordinances, codes, rules and policies, as the same may be amended through the Closing Date, relating to the release of Hazardous Materials or toxic substances, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Protection Agency, the Toxic Substance Control Act, regulations of the Nuclear Regulatory Agency, and counterpart or similar regulations of any California agency, departmental, district or board including but not limited to any state department of public health, natural resources or the environmental protection agency as now or at any time prior to Closing in effect; and

(ii) "Hazardous Substances" means any wastes, substances or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants or contaminants, including, without limitation, substances defined as "solid or hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any Environmental Laws, including, but not limited to, hazardous substances listed in 40 CFR Parts 302 and 313, and RCRA characteristic and listed hazardous wastes. "Hazardous Materials" includes but is not limited to, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including, without limitation, crude oil or any fraction thereof).

6.16 Certain Interests and Related Parties. Except as set forth in Schedule 6.16 to this Agreement, Jackson has no material interest in any assets used in or pertaining to Sunbelt's

business or the Station, nor are indebted or otherwise obligated to Sunbelt. Jackson will transfer title to any such assets to Sunbelt at Closing. To the actual knowledge of Jackson and Zenz, (a) Sunbelt is not indebted or otherwise obligated to IBC, the Option Group, Jackson or others except for amounts listed in Schedule 6.16 or due under normal arrangements as to salary or reimbursement of ordinary business expenses not unusual in amount or significance; (b) neither Sunbelt nor IBC, the Option Group, Jackson, or any owner, officer, manager, or director thereof has any interest whatsoever in any corporation, firm, partnership or other business enterprise which has had any business transactions with Sunbelt relating to Sunbelt's business or the Station; (c) IBC, the Option Group, and Jackson has not entered into any transaction with Sunbelt relating to Sunbelt's business or the Station; and (d) except as disclosed in Schedule 6.16 or otherwise in this Agreement, the consummation of the transactions contemplated by this Agreement will not (either alone, or with the occurrence of any termination or constructive termination of any arrangement, or with the lapse of time, or both) result in any benefit or payment (severance or other) arising or becoming due from Sunbelt to IBC, the Option Group, or the Jackson Group.

6.17 Taxes. To the actual knowledge of Jackson and Zenz, except as set forth in Schedule 6.17, (a) Sunbelt has timely filed with all appropriate governmental authority all federal, state, commonwealth, foreign, local, and other tax or information returns and tax reports (including, but not limited to, all income tax, unemployment compensation, social security, payroll, sales and use, profit, excise, privilege, occupation, property, ad valorem, franchise, license, school and any other tax under the laws of the United States or of any state or any municipal entity or of any political subdivision with valid taxing authority) due for all periods ended on or before the date hereof; (b) Sunbelt has paid in full all federal, state, commonwealth, foreign, local and other governmental taxes, estimated taxes, interest, penalties, assessments and deficiencies (collectively, "Taxes") including interest and penalties in connection with the foregoing which have become due pursuant to such returns or without returns or pursuant to any assessments received by Sunbelt except to the extent such amounts have been contested in good faith; and (c) Sunbelt is not a party to any pending action or proceeding and there is no action or proceeding threatened by any governmental authority against Sunbelt for assessment or collection of any Taxes, and no unresolved claim for assessment or collection of any Taxes has been asserted against Sunbelt.

6.18 Broker. To the actual knowledge of Jackson and Zenz, there is no broker or finder or other person who would have any valid claim against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of or action taken by Jackson or, to its actual knowledge, Sunbelt.

6.19 Subsidiaries. To the actual knowledge of Jackson and Zenz, Sunbelt does not have any subsidiaries, does not hold title to the stock of any other corporation, is not a party to any joint venture agreement and does not have an interest in any general or limited partnership or any other entity.

6.20 Personal Property. To the actual knowledge of Jackson and Zenz, except as set forth in Schedule 6.20 Sunbelt has and will have at Closing good, marketable and indefeasible title to all of its assets, free and clear of all liens and encumbrances of any nature whatsoever, except for taxes, assessments, governmental charges or levies on its property, which such assessments, governmental charges or levies will not at the time be due and delinquent except as permitted by agreement between the parties; and (b) the assets currently used in Sunbelt's business and the Station are in working condition and are in operation and use in the ordinary course of business and are sufficient for the operation of Sunbelt's and the Station's business as currently conducted.

6.21 Promotional Rights. To the actual knowledge of Jackson and Zenz, (a) the intellectual property set forth on Schedule 6.9 includes all call signs and trademarks that Sunbelt holds title to and that are used to promote or identify the Station; (b) there has been no infringement or unlawful or unauthorized use of those promotional rights, including the use of any call sign, slogan or logo by any broadcast or cable station in the Nielsen Los Angeles, California, television DMA that may be confusingly similar to those currently used by the Station, and (c) the operations of the Station do not infringe, and no one has asserted that such operations infringe, any copyright, trademark, trade name, service mark or other similar right of any other party.

6.22 Material Adverse Changes. Through the Closing Date, Jackson and Zenz will promptly notify Buyers of any event of which either of them obtain knowledge which has caused or is likely to cause a material adverse change to Sunbelt's or the Station's business or any of the information provided pursuant to this agreement.

6.23 DTV. Through the Closing Date, Jackson and Zenz will cooperate with IBC: (a) to cause the full power digital television facilities of the Station on Channel 44 to be constructed at the earliest possible time and in any event within the FCC deadline for completing such construction, and (b) to obtain any extensions of the Station's construction permit for full power digital television facilities or modifications thereof permitting comparable coverage that are warranted to comply with Section 6.23(a). Any such activities will be financed by TVP.

6.24 Sunbelt Indebtedness. Payment of Sunbelt's indebtedness to Ann B. Schroeder as trustee of the Ann B. Schroeder Living Trust U/T/A, dated January 7, 1982 plus any applicable interest will be the responsibility of Sunbelt.

6.25 Title Transfers. At Closing, Jackson and Zenz: (a) will transfer to Sunbelt title, free of all liens and encumbrances other than those described in Schedule 6.25 of this Agreement, to (i) all broadcasting equipment and other assets for the Station that Jackson owns, which are identified on Schedule 6.16 to this Agreement, and (ii) the Victorville real property described in Schedule 6.14 where Sunbelt has its broadcasting studio;; and (b) will waive any further claims either of them may have against Sunbelt, including claims for unpaid rent, loans made to Sunbelt,

or any other sums advanced to or on behalf of Sunbelt, with the exception of Sunbelt's indebtedness referred to in paragraph 6.24.

7. BUYERS' REPRESENTATIONS, WARRANTIES AND COVENANTS.

IBC and TVP each makes to and for the benefit of Jackson, the following representations, warranties and covenants, with respect to itself:

7.1 Existence and Power. Each Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, with full limited liability company power and authority to assume and perform this Agreement. Each Buyer is or will be qualified as of the Closing to do business in the State of California.

7.2 Binding Effect. The execution, delivery and performance by each Buyer of this Agreement, and each other document, agreement and instrument to be executed and delivered by each Buyer in connection with this Agreement (collectively, the "Buyer Documents") has been or will be duly authorized by all necessary limited liability company action, and copies of those authorizing resolutions, certified by each Buyer's Manager or Secretary, will be delivered to the Jackson Group at Closing. No other legal liability company action by either Buyer is required for that Buyer's execution, delivery and performance of this Agreement or any of the Buyer Documents. This Agreement has been, and each of the Buyer Documents will be, duly and validly executed and delivered by each Buyer to Seller and constitutes a legal, valid and binding obligation of Buyers, enforceable in accordance with its terms.

7.3 No Violation. None of (i) the execution, delivery and performance by Buyers of this Agreement or any of the Buyer Documents, (ii) the consummation of the transactions described in this Agreement, or (iii) Buyers' compliance with the terms and conditions hereof or thereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms or conditions of, constitute a default under, or violate (a) organizational documents governing each Buyer, (b) except in the case of IBC as described in Schedule 7.3 any judgment, decree, order, consent, agreement, lease or other instrument to which each Buyer is a party or by which each Buyer may be legally bound or affected, or (c) any law, rule, regulation or ordinance of any governmental Authority applicable to each Buyer.

7.4 Litigation. Except in the case of IBC as described in Schedule 7.4, there is no litigation, action, suit, complaint, proceeding or investigation, pending or to Buyers' knowledge threatened that may adversely affect Buyers' ability to consummate the transaction as provided herein.

7.5 Broker. Buyers have not incurred any obligation for any finder's or broker's or agent's fees or commissions or similar compensation in connection with the Jackson Group's sale of its shares in Sunbelt to IBC and TVP contemplated hereby for which the Jackson Group may have any liability or obligation.

7.6 FCC Qualification; Financial Ability. Each Buyer is familiar with the Communications Act and the existing rules, regulations and policies of the FCC; is an entity legally qualified under the Communications Laws, without the need for any waiver of any provision thereof, to hold stock in an FCC licensee and, as of the Closing, will have sufficient funds available to consummate the transactions contemplated hereby.

7.7 Litigation Settlement Agreements. TVP hereby acknowledges that the delivery of settlement documents that are substantially in compliance with the settlement terms contained in Schedule 7.7 for the Costa Suit and the TRB Suit will be sufficient to satisfy the conditions of Section 6.10.

7.8 Assumption of Obligations. At the Closing, Sunbelt will assume the obligations of Jackson described in Schedule 6.25 of this Agreement.

8. CONDITIONS PRECEDENT.

8.1 Mutual Conditions. The respective obligations of Buyers and Jackson to consummate the transactions contemplated by this Agreement are subject to the satisfaction of each of the following conditions:

(a) **Approval of Transfer of Control Application.** The Commission will have granted the Transfer of Control Application, and such grant will be in full force and effect on the Closing Date.

(b) **Absence of Litigation.** As of the Closing Date, no litigation, action, suit or proceeding enjoining, restraining or prohibiting any Closing contemplated by this Agreement will be pending before any court, the FCC or any other governmental authority or arbitrator; provided, however, that this Section may not be invoked by a party if any such litigation, action, suit or proceeding was solicited or encouraged by, or instituted as a result of any act or omission of, such party.

8.2 Additional Conditions to Buyers' Obligation. In addition to the satisfaction of the mutual conditions contained in Section 8.1, the obligation of Buyers to consummate the transactions at any Closing pursuant to this Agreement is subject, at Buyers' option, to the satisfaction or waiver by Buyers of each of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of Jackson will be true, complete, and correct in all material respects as of the Closing Date with the same force and effect as if then made.

(b) **Compliance with Conditions.** All of the terms, conditions and covenants to be complied with or performed by Jackson on or before the Closing Date under this Agreement will have been duly complied with and performed in all material respects.

(c) **Final Order.** The Commission grant of the Transfer of Control Application will be a Final Order.

(d) **Releases.** The Costa Suit and TRB Suits will be resolved upon the payments to be made to Costa and TRB at the earlier of the judicially required date or Closing, and Sunbelt and IBC will have received the releases described in Section 6.10 in form acceptable to Buyers' counsel.

(e) **Preemptive Rights Waivers.** Buyers will have received in form acceptable to Buyers' counsel a waiver of preemptive rights in the Sunbelt shares by Jackson.

(f) **Closing Documents.** At the Closing, Jackson will deliver to Buyers (i) such instruments of conveyance as are necessary to vest in Buyers title to the 380 shares of Sunbelt to be transferred at Closing, all of which documents will be dated as of the Closing Date, duly executed by Jackson and in form acceptable to Buyers; (ii) a certificate, dated the Closing Date, executed by Jackson certifying as to those matters set forth in Section 8.2(a) and (b); and (iii) copies of all necessary probate court and other applicable judicial, governmental, or legal actions authorizing the Closing.

(g) **Stock Certificates.** Buyers will receive at Closing duly executed stock certificates duly endorsed in blank documenting transfer of the Sunbelt shares to IBC and TVP.

(h) **Opinion of Counsel.** At Closing, Jackson will deliver to Buyers the written opinion of counsel, dated the Closing Date, in scope and form reasonably satisfactory to Buyer, to the following effect:

(i) This Agreement has been duly executed and delivered by Jackson and such action has been duly authorized by all necessary probate court and other applicable judicial, governmental, or legal actions. This Agreement constitutes the legal, valid, and binding obligation of Jackson, enforceable against it in accordance with its terms.

(ii) None of (A) the execution and delivery of this Agreement, (B) the consummation of the transactions contemplated by this Agreement, or (C) compliance with the terms and conditions of this Agreement will, with or without the giving of notice or lapse of time or both, conflict with, breach the terms and conditions of, constitute a default under, or violate any law, rule, regulation or other requirement of any governmental authority; or any judgment, decree, order, agreement, lease or other instrument known to counsel to which Jackson is a party or by which Jackson may be bound and violation thereof would have a materially adverse affect on Sunbelt's business or the Station.

(i) **DTV.** The full power digital television facilities of the Station on Channel 44 will have been timely constructed as provided in Section 6.23 or, alternatively, extensions or modifications of the Station's construction permit for full power digital television facilities shall have been granted as provided in Section 6.23 and the site specified in the extended or modified

permit shall be available and suitable for the construction and operation of the facilities specified in the construction permit. Any such activities will be financed by TVP.

(j) **LMA.** Sunbelt will have entered into the LMA, and the LMA will be in full force and effect.

(k) **Third Party Consents.** All material third party consents requisite for the transaction will have been obtained.

(l) **Shares.** The 380 shares of Sunbelt owned and being transferred by Jackson will be validly issued, fully paid, nonassessable, and free from all liens and encumbrances.

8.3 Additional Conditions to the Jackson's Obligation. In addition to satisfaction of the mutual conditions contained in Section 8.1, the obligation of Jackson to consummate the transactions is subject, at Jackson's option, to the satisfaction or waiver by Jackson of each of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of Buyers to Jackson will be true, complete and correct in all material respects as of the Closing Date with the same force and effect as if then made.

(b) **Compliance with Conditions.** All of the terms, conditions and covenants to be complied with or performed by Buyers on or before the Closing Date under this Agreement will have been duly complied with and performed in all material respects.

(c) **Payment.** Buyers will make the following payments at the earlier of the judicially required time or at the Closing:

(i) \$4,200,000.00 to Costa or the Escrow Agent (as defined below) as follows: At Closing, Buyers will pay \$4,200,000.00 directly to Costa de Oro Television, Inc. ("Costa") as part of the complete settlement of the litigation in the Los Angeles Superior Court known as *Costa de Oro Television, Inc. v. Webb, et al.*, Case No. BC26 2366 (the "Costa Suit"), provided, however, that if the judicially required time for such payment has not arrived, IBC and TVP will deposit the \$4,200,000.00 into an escrow account with CitiBank, N.A., Leroy Gayle Custodian, as escrow agent ("Escrow Agent"), pursuant to instructions to disburse said amount to Costa at the judicially required time and the interest earned on the account to TVP.

(ii) an amount not to exceed \$1,500,000.00 to TRB in full settlement of the TRB Suit and other disputes as provided in Section 6.10.

(iii) the Sunbelt repayment obligations in the amount specified in Exhibit 1 and Section 6.24.

(d) **Closing Documents.** Buyers will deliver to Jackson at the Closing (i) copies of Buyers' limited liability company resolutions authorizing the transactions certified as to accuracy and completeness by a duly authorized member of officer of each Buyer; and (ii) a certificate, dated the Closing Date, executed by a duly authorized member of officer of each Buyer certifying as to those matters set forth in Section 8.3(a) and (b).

(e) **Opinions of Counsel.** At Closing, Buyers will deliver to Jackson the written opinions of Buyers' respective counsel, dated the Closing Date, in scope and form reasonably satisfactory to Jackson, to the following effect:

(i) Each Buyer is a limited liability company duly organized and validly existing under the laws of the State of Delaware and any other jurisdiction where it is conducting business with all requisite limited liability company power and authority to enter into and perform this Agreement;

(ii) This Agreement has been duly executed and delivered by each Buyer and such action has been duly authorized by all necessary limited liability company action. This Agreement constitutes the legal, valid, and binding obligation of each Buyer, enforceable against each Buyer in accordance with its terms.

(iii) None of (i) the execution and delivery of this Agreement, (ii) the consummation of the transactions, or (iii) compliance with the terms and conditions of this Agreement will, with or without the giving of notice or lapse of time or both, conflict with, breach the terms and conditions of, constitute a default under, or violate Buyers' organizational documents; any law, rule, regulation or other requirement of any governmental authority; or any judgment, decree, order, agreement, lease or other instrument known to counsel to which the Buyer is a party or by which the Buyer may be bound and violation thereof would have a materially adverse affect on the business of the Buyer.

9. SPECIFIC PERFORMANCE.

9.1 Specific Performance. Jackson and its members, on one hand, and each Buyer, on the other hand, agree that the ownership or sale of Sunbelt stock and other provisions of this Agreement are unique and cannot be readily obtained on the open market and that their breach of this Agreement will irreparably injure the other party if this Agreement is not specifically enforced. Therefore, the parties will have the right specifically to enforce the performance by the other parties under this Agreement, and the party against whom breach is alleged agrees (i) to waive the defense in any such suit that the other parties have an adequate remedy at law, (ii) to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy and (iii) to waive any requirement for a bond or other security.

10. POST SIGNING OBLIGATIONS.

10.1 Survival of Representations. The representations and warranties of the parties set forth in this Agreement or in any certificate, document or instrument delivered in connection herewith shall survive the execution and delivery of this Agreement and will expire upon completion of the Closing.

10.2 Opportunity to Cure. If any party believes another to be in breach hereunder, the former party will provide the other with written notice specifying in reasonable detail the nature of such breach. If the breach has not been cured by the earlier of: (i) the Closing Date, or (ii) within thirty (30) days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in breach undertakes diligent, good faith efforts to cure the breach within such thirty (30) day period and continues such efforts thereafter), then the party giving such notice may consider the other party to be in default and exercise the remedies available to such party pursuant to Section 9, subject to the right of the other party to contest the alleged default through appropriate proceedings.

11. TERMINATION OF AGREEMENT.

11.1 Termination of Agreement. Anything herein to the contrary notwithstanding, this Agreement and the transactions contemplated by this Agreement will terminate at any time before the Closing as follows:

(a) **Mutual Consent.** By mutual consent in writing by Buyers and Jackson.

(b) **Conditions to Buyer's Performance Not Met.** By a Buyer upon written notice to Jackson if any event occurs or condition exists which would render impossible the satisfaction of one or more conditions to the obligations of that Buyer to consummate the transactions contemplated by this Agreement as set forth in Section 8.1 or 8.2.

(c) **Conditions to Jackson's Performance Not Met.** By Jackson upon written notice to Buyers if any event occurs or condition exists which would render impossible the satisfaction of one or more conditions to the obligation of Jackson to consummate the transactions contemplated by this Agreement as set forth in Section 8.1 or 8.3.

(d) **Material Breach.** By Buyers or Jackson, provided such party is not in material breach of this Agreement, if there has been a material misrepresentation or other material breach by the other party of any representation, warranty or covenant set forth herein; provided, however, that the non-breaching party will not be excused from its obligations under this Agreement (i) if such breach has been cured pursuant to Section 10.8 of this Agreement or (ii) if such breach gives rise solely to money damages that can readily be ascertained or estimated with reasonable accuracy and the breaching party tenders such amount to the other party within 30 days after receipt of notice of such breach.

(e) **Bankruptcy; Receivership.** By Buyers, if any of the following events will have occurred with respect to Jackson or its members: (i) it has been adjudicated a bankrupt

or insolvent or has admitted in writing its inability to pay its debts as they mature or has made an assignment for the benefit of creditors, or has applied for or consented to the appointment of a trustee or receiver for it or for the major part of its property; (ii) a trustee or receiver has been appointed for it or for any part of its property without its consent; or (iii) bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of creditors, have been instituted by or against it and remain undismissed for 30 days or longer.

(f) **FCC Approval.** By either Buyers or Jackson, provided such party is not otherwise in default, and a grant of the Transfer of Control Application is not obtained within twenty-four (24) months after the FCC has accepted the Transfer of Control Application for filing.

12. GENERAL PROVISIONS.

12.1 Fees. All recording costs, transfer taxes, sales tax, document stamps and other similar charges plus any Commission filing fees will be paid by Buyers. Except as otherwise provided herein, all other expenses incurred in connection with this Agreement or the Transaction will be paid by the party incurring those expenses whether or not the transactions are consummated.

12.2 Notices. All notices, requests, demands and other communications pertaining to this Agreement shall be in writing and will be deemed duly given when (i) delivered by Federal Express or other recognized overnight courier service that issues a receipt or other confirmation of delivery to the party for whom such communication is intended, (ii) delivered by facsimile transmission or (iii) three business days after the date mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to Jackson:

Brian Zenz
2762 Hillside Drive
Newport Beach, CA 92661
Fax: (949) 260-8080

with a copy (which shall not constitute notice) to:

Howser & Brown
4340 Campus Dr. – Suite 100
Newport Beach, CA 92660
ATTN: David L. Sanner, Esq.
Fax: (949) 852-1308

(b) If to TVP:

TvPlus LLC
449 Broadway – 4th Floor
New York, NY 10013
ATTN: Arthur Liu, President
Fax: 212/966-1012

with a copy (which shall not constitute notice) to:

Leventhal Senter & Lerman PLLC
2000 K Street, N.W., Suite 600
Washington, DC 20006
ATTN: Howard A. Topel, Esq.
Fax: 202-293-7783

(c) If to IBC

Initial Broadcasting of California, LLC
25 Mt. Auburn Street
Cambridge, MA 02138
ATTN: Peter White, Manager
Fax: 617-812-5659

with a copy (which shall not constitute notice) to:

Hodgson Russ, LLP
One M&T Plaza, Suite 2000
Buffalo, NY 14203
ATTN: Pamela Davis Heilman, Esq.
Fax: 716-849-0349

Any party may change its address for notices by written notice to the other given pursuant to this Section. Any notice purportedly given by a means other than as set forth in this Section will be deemed ineffective.

12.3 Assignment. No party may assign this Agreement without the express prior written consent of the other party, except that, each Buyer may assign its rights and obligations pursuant to this Agreement without Jackson's consent prior to Closing to (i) an entity which assumes all of that Buyer's obligations under this Agreement and is under common control with that Buyer, or (ii) in the case of TVP, to TVP's lenders as collateral for any indebtedness incurred. Subject to the foregoing, this Agreement shall be binding on, inure to the benefit of, and be enforceable by the original parties hereto and their respective successors and permitted assignees.

12.4 Exclusive Dealings. For so long as this Agreement remains in effect, neither the Jackson Group nor any person acting on their behalf will directly solicit or initiate any offer from, or conduct any negotiations with, any person or entity concerning the acquisition of all or any interest in the Shares or in the assets of the Business, other than Buyers or Buyers' permitted assignees.

12.5 Third Parties. Nothing in this Agreement, whether express or implied, is intended to: (i) confer any rights or remedies on any person other than Jackson, Buyers and their respective successors and permitted assignees; (ii) relieve or discharge the obligations or liability of any third party; or (iii) give any third party any right of subrogation or action against either the Jackson Group or Buyers.

12.6 Indulgences. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by another party of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by another party shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

12.7 Prior Negotiations. This Agreement supersedes in all respects all prior and contemporaneous oral and written negotiations, understandings and agreements between the parties with respect to the subject matter hereof. All of such prior and contemporaneous negotiations, understandings and agreements are merged herein and superseded hereby.

12.8 Exhibits and Schedules. The Exhibits and Schedules attached hereto or referred to herein are a material part of this Agreement, as if set forth in full herein.

12.9 Entire Agreement; Amendment. This Agreement and the Exhibits and Schedules to this Agreement set forth the entire understanding between the parties in connection with the Transaction, and there are no terms, conditions, warranties or representations other than those contained, referred to or provided for herein and therein. Neither this Agreement nor any term or provision hereof may be altered or amended in any manner except by an instrument in writing signed by each of the parties hereto.

12.10 Governing Law, Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California without regard to the choice of law rules utilized in that jurisdiction. Actions brought pursuant to this Agreement shall be brought in a United States or California court, the jurisdiction and venue to which each party hereby consents. Buyer and Seller each hereby consents to service of process by certified mail at the address to which notices are to be given. Each of Buyer and Seller agrees that its submission to jurisdiction and its consent to service of process by certified mail are made for the express benefit of the other parties hereto. Final judgment against Buyers or Jackson in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on

the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction; provided, however, that any party may at its option bring suit, or institute other judicial proceedings, in any state or federal court of the United States or of any country or place where the other party or its assets may be found.

12.11 Severability. If any term of this Agreement is illegal or unenforceable at law or in equity, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.

12.12 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

12.13 Further Assurances. Jackson shall at any time and from time to time after the Closing execute and deliver to Buyers such further conveyances, assignments and other written assurances as Buyers may request to vest and confirm in Buyers (or their respective assignee) the title and rights to and in all the Shares and/or assets of the Business to be and intended to be transferred, assigned and conveyed hereunder.

12.14 Waiver of Jury Trial. Waiver of Jury Trial. Each party hereby (i) covenants and agrees not to elect a trial by jury of any issue triable of right by a jury, and (ii) waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily, by each party, and this waiver is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized and requested to submit this agreement to any court having jurisdiction over the subject matter and the parties hereto, so as to serve as conclusive evidence of the parties' herein contained waiver of the right to trial by jury. Further, each party hereby certifies that no representative or agent of the other parties has represented, expressly or otherwise, to it that the other parties will not seek to enforce this waiver of right to trial by jury provision.

IN WITNESS WHEREOF, and to evidence their assent to the foregoing, the Jackson Group and Buyers have executed this Stock Purchase Agreement as of the date first written above.

BUYERS:

INITIAL BROADCASTING OF CALIFORNIA, LLC

By: 

Peter L. White

Title: Manager

TVPLUS, LLC

By: _____

Title: _____

JACKSON GROUP:

ESTATE OF MARGARET R. JACKSON

By: _____

Mary Ellen Zenz

Title: Executor

IN WITNESS WHEREOF, and to evidence their assent to the foregoing, the Jackson Group and Buyers have executed this Stock Purchase Agreement as of the date first written above.

BUYERS:

INITIAL BROADCASTING OF CALIFORNIA, LLC

By: _____

Peter L. White

Title: Manager

TVPLUS, LLC

By: _____

Title: _____

[Signature]
President

JACKSON GROUP:

ESTATE OF MARGARET R. JACKSON

By: _____

Mary Ellen Zenz

Title: Executor

IN WITNESS WHEREOF, and to evidence their assent to the foregoing, the Jackson Group and Buyers have executed this Stock Purchase Agreement as of the date first written above.

BUYERS:

INITIAL BROADCASTING OF CALIFORNIA, LLC

By: _____

Peter L. White

Title: Manager

TVPLUS, LLC

By: _____

Title:

JACKSON GROUP:

ESTATE OF MARGARET R. JACKSON

By: _____

Mary Ellen Zenz

Title: Executor

ESTATE OF RILEY JACKSON

By: Mary Ellen Zenz
Title: executor

**FOR PURPOSES OF THE SECTIONS
REFERENCED IN THE PREAMBLE TO THIS
AGREEMENT ONLY**

Brian H. Zenz
Brian Zenz

EXHIBIT 1

1. Equipment - \$50,000
2. Real Property - \$300,000 (see Schedule 6.14(b) for description)

Exhibit 2

LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (the "Agreement") is made as of this ____ day of _____, 2004, by and between TVPlus, LLC, a Delaware Limited Liability Company ("TVP"), on the one hand, and Sunbelt Television, Inc., a California corporation ("Sunbelt"), on the other hand.

WHEREAS, TVP desires to provide programming to be transmitted on the Station pursuant to the provisions hereof and pursuant to applicable regulations of the FCC; and

WHEREAS, Sunbelt desires to accept TVP's assistance and transmit programming supplied by TVP on the Station while maintaining control over Sunbelt's finances, personnel matters and programming.

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto do hereby agree as follows:

1. Term. The term of this Agreement shall commence effective as of _____, 2004, (the "Commencement Date"), and shall have an initial term of three (3) years unless sooner terminated pursuant to Section 16.

2. TVP's Brokerage of Airtime and Provision of Programming. TVP shall receive from Sunbelt airtime on the Station for the consideration and on the terms specified herein, and shall provide to Sunbelt, for broadcast transmission, programming that it produces, owns or otherwise holds the rights to broadcast (the "Program" or "Programs") on the Station twenty-four (24) hours per day, seven (7) days per week, excluding the period from 6:00 a.m. to 8:00 a.m. each Sunday, or such other period of two (2) hours mutually agreed to by the parties, and excluding downtime occasioned by routine preventive maintenance (the "Broadcasting Period"). Any routine or non-emergency maintenance work affecting the operation of the Station at full power shall be scheduled with at least forty-eight (48) hours prior notice by Sunbelt to TVP. TVP will transmit its Programs to Sunbelt's transmitting facility via a mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) that will ensure that the Programs meet technical quality standards customary in the television broadcasting industry. If Sunbelt in its reasonable discretion determines that any Program(s) does not meet these standards, then it shall notify TVP in writing detailing the specific technical deficiencies and, if necessary, terminate the broadcasting of such Program(s) until the technical deficiencies are corrected.

3. Sunbelt's Broadcasting Obligations. In consideration of the payments to be made by TVP hereunder, Sunbelt shall broadcast the Programs delivered by TVP during the Broadcasting Period specified in Section 2 above, subject to the provisions of Sections 7, 13, 15

and 27 below and to the right of Sunbelt to reject any Program or Programs which do not meet Sunbelt's technical standards, as set forth in Section 2 above.

4. Advertising Sales. TVP will be exclusively responsible for the sale of advertising time on the Station and for the collection of accounts receivable arising from its sale of advertising time for the hours for which it is responsible for the brokerage of programming on the Station, and shall be entitled to all revenue from the sale of such advertising time to third parties. All contracts for advertising time on the Station which may be entered into by TVP shall terminate upon the termination of this Agreement, except as provided in Section 16(f) below. Programming prepared and broadcast by Sunbelt during broadcast time not brokered by TVP shall not carry advertising.

5. Consideration. As consideration for the broadcast of the Programs, TVP shall pay to Sunbelt the sums provided for on Exhibit "A" attached hereto and incorporated herein by reference.

6. Delivery of Programs. Sunbelt shall begin broadcasting the Programs provided by TVP, in accordance with Section 3 above, on the Commencement Date.

7. Operation and Control of the Station. Notwithstanding anything to the contrary in this Agreement, as long as Sunbelt remains the permittee or licensee of the Station, it will have full authority, power and control over the operation of the Station and over all persons working at the Station. Sunbelt will bear the responsibility for the Station's compliance with all applicable rules and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Sunbelt will: (i) employ such employees, who will report and be solely accountable to Sunbelt, in connection with the day-to-day operations of the Station, as are required by the rules and policies of the FCC; (ii) employ such engineering personnel, who will report and be solely accountable to Sunbelt, as necessary for the maintenance of the Station's broadcast equipment and technical facilities in good working condition and (iii) retain control over the policies, programming and operations of the Station, including the right to preempt any programming which in Sunbelt's good faith judgment it deems unsuitable or contrary to the public interest. Nothing contained herein shall prevent or hinder Sunbelt from rejecting or refusing Programs which Sunbelt reasonably believes to be contrary to the public interest or (b) substituting a program (or programs) which Sunbelt reasonably believes to be of greater local or national importance or which is (or are) designed to address the problems, needs and interests of the community of license and service area; provided, however, that if in any month Sunbelt preempts any Program(s) pursuant to clause (b) of the preceding clause, Sunbelt shall refund to TVP such portion of the monthly payment made to Sunbelt pursuant to Section 5 above and Exhibit "A" attached hereto as the total time preempted bears to the total amount of time in the Broadcasting Period for such month. Sunbelt reserves the right to refuse to broadcast any Program containing matter which is violative of, or which Sunbelt reasonably believe violates, or which a third party claims to violate, any right of any, third party, or which may constitute a "personal attack" as that term has been defined by the FCC. Sunbelt also reserves the right to refuse to broadcast any Program which does not meet the requirements or the rules, regulations, and policies of the FCC, or other applicable laws. Sunbelt reserves the right to preempt any Program in the event of a local, state or national emergency. TVP agrees to cooperate with Sunbelt to ensure that EAS transmissions are properly performed in accordance with Sunbelt's

instructions. Sunbelt reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification rules and policies as set forth in 47 C.F.R. 1212 and 73.4242, and as these rules and policies may be changed from time to time by the FCC. TVP will provide Sunbelt, within twenty-four (24) hours of receipt, notice and a copy of any letters of complaint it receives concerning any Program for Sunbelt's review and inclusion in its public inspection file. TVP will comply with the FCC's limits on commercial matter per hour in children's programming, as provided for in 47 C.F.R. 73.670 and the FCC's rules on station identification in 47 C.F.R. 73.1201.

8. Station Facilities. Subject to the terms and conditions set forth in this Agreement, Sunbelt hereby agrees to make the facilities of the Station that are owned or leased by Sunbelt ("Licensee Station Facilities") available to TVP as TVP may require in order to fulfill its obligations under this Agreement. Sunbelt shall pay all expenses set forth in the first paragraph of Exhibit A in connection with operating the Station and shall perform all maintenance of all Licensee Station Facilities, equipment and assets as necessary for (a) the Licensee Station Facilities to remain in good operating condition and repair, and (b) Sunbelt to comply with applicable FCC rules, regulations and policies, and all of Sunbelt's obligations set forth in this Agreement. Any downtime in the Licensee Station Facilities occasioned by any such maintenance shall not be deemed to be a default or violation by Sunbelt of this Agreement 8.

9. Rights of Access. Sunbelt shall provide TVP with access at all times to its owned and leased property to conduct all activities for which such property is currently used or permitted to be used, to the extent such access is reasonably required for TVP to fulfill its obligations under this Agreement. TVP shall provide Sunbelt with access to its equipment and facilities used in conjunction with the product and broadcast of the Programming so as to permit Sunbelt to operate and control the Station and to broadcast the Programming and Sunbelt's own programming as provided herein. Subject to any lease, zoning or applicable legal restrictions, TVP shall have the right to install and maintain at the Licensee Station Facilities, at TVP's expense, any microwave studio/transmitter relay equipment, telephone lines, transmitter remote control, monitoring device or any other equipment necessary for the proper transmission of the Programming on the Station, and Sunbelt and TVP shall take, at TVP's expense, all steps reasonable and necessary to prepare and file any applications with the FCC to effectuate such proper transmission.

10. Equipment. The parties agree that Sunbelt shall retain title to all of Sunbelt's assets used by TVP to program the Station. TVP shall retain title to all of TVP's assets used by TVP to program the Station.

11. Music Licenses; Audience Measurement. During the Term, TVP shall obtain and maintain in full force and effect in its own name all music licenses from ASCAP, SESAC, BMI or any other organization or individual, as are necessary with respect to a Station under time brokerage agreement operation. In the event TVP wishes to publish audience measurement data produced by Nielsen Media Research or other commercial audience measurement firm, TVP shall acquire all such rights necessary to publish such information.

12. No Conflicting Agreements. During the Term, neither party shall enter into any agreement that would prevent it from performing its obligations under this Agreement.

13. Programs.

(a) Production of the Programs. TVP agrees that the content of the Programs it transmits to Sunbelt shall conform to all FCC rules, regulations and policies and other applicable laws. TVP agrees that, upon written request, it will provide Sunbelt information and documentation regarding any Programs it transmits to Sunbelt that contain matters responsive to issues of public concern in the community of license. Sunbelt acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever, shall be and remain vested in TVP.

(b) Political Programming. Sunbelt shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, reasonable access to political candidates and compliance with the political broadcast rules of the FCC. TVP shall cooperate with Sunbelt as Sunbelt undertakes compliance with its political broadcast responsibilities, and shall supply such information promptly to Sunbelt as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law. To the extent that Sunbelt believes necessary, in Sunbelt's sole discretion, TVP shall release advertising availabilities to Sunbelt during the Broadcasting Period to permit Sunbelt to comply with the political broadcast rules of the FCC and the provisions of Section 315 of the Communications Act of 1934, as amended; provided, however, that revenue received by Sunbelt as a result of any such release of advertising time shall promptly be tendered to TVP.

(c) Children's Television. TVP shall provide sufficient programming to serve the educational and informational needs of children in compliance with the requirements of 47 C.F.R. 73.671.

14. Responsibilities for Employees and Expenses.

(a) Sunbelt Responsibilities. Sunbelt hereby agrees to employ a minimum of two full-time employees for the Station, one of whom shall be a manager, all of whom shall report to and be accountable solely to Sunbelt, and who shall be ultimately responsible for the day-to-day operations of the Station. Sunbelt may also employ such additional employees as it deems appropriate, however, the employment of such additional employees by Sunbelt shall not be a requirement of this Agreement. Sunbelt shall be responsible for paying the salaries, payroll taxes, health insurance and related costs for its employees. Sunbelt shall also be responsible for all expenses related to the Licensee Station Facilities and for income taxes relating to Sunbelt's earnings from this arrangement.

(b) TVP Employees. TVP hereby agrees to employ personnel sufficient to fulfill its obligations under this Agreement. TVP shall employ and be responsible for the salaries, taxes, insurance and related costs for the TVP's employees. All TVP personnel shall be subject to the supervision and the direction of Sunbelt's designated personnel in connection with the performance of their duties at the Station. TVP shall pay all fees to ASCAP, BMI and SESAC, and any other copyright fees attributable to Programming broadcast on the Station. TVP will be responsible for (i) the salaries, taxes, insurance and related costs for all personnel used in the production, promotion and sale of advertising for the Programs supplied to Sunbelt

and (ii) the costs, if any, of delivering the Programs to Sunbelt's transmitter site. TVP shall be responsible for the entire cost of producing and delivering the Programs to Sunbelt for further delivery to Sunbelt's transmitter site and all liabilities, debts and obligations related to the brokerage of airtime, including, without limitation, barter agreements and unaired advertisements, but not Sunbelt's federal, state and local income tax liabilities.

15. Call Sign. In the event TVP desires a change in the call sign for the Station, Sunbelt shall give due consideration to cooperating in effecting such a change. TVP shall be responsible for the costs of such a change, including, without limitation, legal fees, FCC filing fees and costs of notification.

16. Events of Default; Termination; Renewal.

(a) TVP's Events of Default. The occurrence of any of following will be deemed an Event of Default by TVP under this Agreement: (i) TVP fails to make timely payments in full as provided for in Section 5 above and Exhibit "A" attached hereto; (ii) TVP fails to observe or perform any other material covenant, condition or obligation contained in this Agreement; (iii) breach or violation by TVP of any material representation or warranty made under this Agreement; or (iv) TVP makes a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of TVP under any federal or state insolvency law, which, if filed against TVP, has not been dismissed or discharged within sixty (60) days thereafter.

(b) Sunbelt's Events of Default. The occurrence of the following will be deemed an Event of Default by Sunbelt under this Agreement: (i) Sunbelt fails to observe or perform any material covenant, condition or obligation contained in this Agreement; (ii) breach or violation by Sunbelt of any material representation or warranty made under this Agreement; or (iii) Sunbelt makes a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization, or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of Sunbelt under federal or state insolvency law, which, if filed against Sunbelt, has not been dismissed or discharged within sixty (60) days thereafter.

(c) Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred under Sections 16(a) or 16(b) above until the non-defaulting party has provided the defaulting party with written notice specifying the Event(s) of Default and such Event(s) of Default remain(s) uncured for a period of ten (10) days for a monetary default and thirty (30) days for a non-monetary default; provided, however, that, if a non-monetary default is not susceptible of cure within such period and the defaulting party is acting diligently and in good faith to effect such cure and such default is not materially adverse to the non-defaulting party, then such cure period for a non-monetary default shall be extended for a reasonable period of time not exceeding an additional sixty (60) days.

(d) Termination in the Event of Default. Upon the occurrence of an Event of Default under Sections 16(a) or 16(b) above, and in the absence of a timely cure pursuant to Section 16(c), the non-defaulting party may terminate this Agreement.

(e) Termination Due to FCC Requirements or Procedures, or Agreement is Declared Invalid. If Sunbelt is required by the FCC to terminate this Agreement by an FCC order which has become a Final Order (an order which is no longer subject to administrative or judicial review), and this Agreement cannot be revised to comply with FCC Requirements as contemplated by Section 28 below, Sunbelt may, upon thirty (30) days prior written notice to TVP (or such shorter period as may be required by the FCC), terminate this Agreement. If this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review, then either party may terminate this Agreement upon ten (10) days written notice to the other party.

(f) Cooperation Upon Termination. If this Agreement is terminated, the parties agree to cooperate with one another and to take all actions necessary to effectuate an orderly transition of the Station's broadcast operations to Sunbelt or Sunbelt's contract vendee, as Sunbelt may elect. Upon termination of this Agreement (other than due to the acquisition of the assets of Sunbelt by TVP), TVP shall return to Sunbelt any equipment or property owned by Sunbelt and used by TVP, its employees or agents, in substantially the same condition as such equipment was on the date of this Agreement, ordinary wear and tear excepted, provided that TVP shall have no liability to Sunbelt for any property which through ordinary use becomes obsolete or unusable. Any equipment purchased by TVP, whether or not in replacement of any obsolete or unusable equipment of Sunbelt, shall remain the property of TVP. If this Agreement is terminated, pursuant to the provisions of this Section 16, Sunbelt agrees that it will cooperate with TVP to air on the Station, in exchange for compensation reasonably satisfactory to the parties, any remaining advertisements under contracts for advertising time entered into by TVP in the ordinary course business during the Term. All programming contracts for the Station which may be entered into by TVP shall terminate upon the termination of this Agreement.

(g) Renewal. This Agreement shall be automatically renewed for three successive one year periods unless TVP gives notice of non-renewal at least 6 months prior to the end of the initial Term and 120 days prior to the end of any successive renewal period.

(h) Liabilities Upon Termination. Upon termination of this Agreement for any reason, TVP shall be responsible for all liabilities, debts, and obligations of TVP accrued from the purchase of air time and transmission services, including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for Sunbelt's federal, state, and local tax liabilities associated with TVPs' payments to Sunbelt as provided for herein. With respect to TVP's obligations to broadcast material over the Station after termination hereunder, TVP may propose compensation to Sunbelt for meeting these obligations, but Sunbelt shall be under no duty to accept such compensation or to perform such obligations. In no event shall Sunbelt be under any further obligation to make available to TVP any broadcast time or broadcast transmission facilities and all amounts accrued or payable to Sunbelt up to the date of termination which have not been paid shall immediately become due and payable.

17. Indemnification.

(a) TVP shall indemnify and hold Sunbelt and its officers, directors, shareholders, agents and employees harmless against any and all liability arising out of (i) libel,

slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy and publicity and infringement of copyrights or proprietary rights resulting from Sunbelt's broadcast of the Programs, (ii) TVP's activities with respect to the Station, including, without limitation, TVP's payment and performance of obligations and liabilities, unless resulting from a failure by Sunbelt to perform hereunder or (iii) TVP's material breach of any of its representations, warranties or covenants set forth in this Agreement. Further, TVP warrants that the broadcasting of the Programs will not violate any rights of any third party, and TVP agrees to indemnify and hold the Station, and Sunbelt's officers, directors, shareholders, agents and employees harmless against any claim, damages, liability, costs and expenses, including reasonable counsel fees (at trial and on appeal), arising from the production and/or broadcasting of the Programs. If TVP or any of its agents or employees causes any damages to any of Sunbelt's facilities, TVP shall promptly pay or reimburse Sunbelt for any such damages. TVP's obligation to hold Sunbelt harmless under this Section shall survive a termination of this Agreement.

(b) Sunbelt shall indemnify and hold TVP and its officers, directors, shareholders, agents and employees harmless against any and all liability arising out of (i) libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy or publicity and infringement of copyrights or proprietary rights resulting from Sunbelt's broadcast of programs other than the Programs, (ii) Sunbelt's activities with respect to the Station, including, without limitation, Sunbelt's payment and performance obligations and liabilities, unless resulting from a failure by TVP to perform hereunder or (iii) Sunbelt's material breach of any of its representations, warranties or covenants set forth in this Agreement. Further, Sunbelt warrants that Sunbelt's broadcasting of programs other than the Programs will not violate any rights of any third party, and Sunbelt agrees to indemnify and hold TVP and its officers, directors, shareholders, agents and employees harmless against any claim, damages, liability, costs and expenses, including reasonable counsel fees (at trial and on appeal), arising from Sunbelt's production and/or broadcasting of programs other than the Programs. If Sunbelt or any of its agents or employees cause any damages to TVP's facilities, Sunbelt shall promptly pay or reimburse TVP for any such damages. Sunbelt's obligation to hold TVP harmless under this Agreement shall survive any termination of this Agreement.

18. Representations and Warranties.

(a) Sunbelt's Representations, Warranties and Covenants. Sunbelt makes the following additional representations, warranties and covenants:

(i) Licenses.

(1) As of the date of this Agreement, Sunbelt owns and holds all material licenses and other material permits and authorizations necessary for the operation of the Station as currently conducted (including licenses, permits and authorizations issued by the FCC). During the term of this Agreement, Sunbelt shall use its best efforts to assure that such licenses, permits and authorizations as are needed for the continued operation of the Station as contemplated hereby shall remain in full force and effect for the entire term, unimpaired by any acts or omissions of Licensee, its principals, employees or agents.

(2) Sunbelt is not in violation of any statute, ordinance, rule or regulations, order or decree of any federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which default or violation would have a material adverse effect on Sunbelt or its assets or on its ability to perform this Agreement. Sunbelt shall not take any action or omit to take any action that would have an adverse material impact upon Sunbelt, its assets, or the Station or upon Sunbelt's ability to perform this Agreement.

(ii) Filings. All material reports and applications required to be filed by Sunbelt with the FCC (including ownership reports and renewal applications) or any other governmental agency, department or body in respect of the Station shall be filed in a timely manner and shall be true and complete and accurately present the information contained herein in all material respects. All such reports and documents, to the extent required to be kept in the public inspection files of the Station, are and shall be kept in such files.

(b) TVPs' Representations, Warranties and Covenants. TVP makes the following additional representations, warranties and covenants:

(i) Compliance with Applicable Law. TVP's performance of its obligations under this Agreement and its furnishing of TVP Programs shall be in compliance with, and shall not violate or cause Sunbelt to violate any applicable laws or any applicable rules, regulations, or orders of the FCC or any other governmental agency.

(ii) Handling of Complaints. TVP shall promptly advise Sunbelt of any public or FCC complaint or inquiry that TVP receives concerning TVP and shall cooperate with Sunbelt and take all actions as may be reasonably requested by Sunbelt in responding to any such complaint or inquiry.

(iii) Copyright and Licensing. TVP shall have throughout the term of this Agreement the full authority to broadcast material provided by TVP on the Station, and TVP shall not broadcast on the Station any material in violation of the Copyright Act. All music supplied by TVP shall be: (a) licensed by ASCAP, SESAC, BMI, or any other organization or individual, as are necessary; (b) in the public domain; or (c) cleared at the source by TVP.

(iv) Insurance. TVP shall maintain throughout the term of this Agreement general liability insurance and errors and omissions insurance covering broadcasts made on the Station, and shall name Sunbelt as an additional insured on such insurance policies.

(v) Information for FCC Reports. Upon request by Sunbelt, TVP shall provide in a timely manner any such information in its possession that shall enable Sunbelt to prepare, file or maintain the records and reports required by the FCC.

19. Authority. TVP and Sunbelt each has the power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Each of Sunbelt and TVP is or will be on the Commencement Date in good standing and qualified to do business in the State of California. The signatures appearing for TVP and Sunbelt, respectively, at the end of this Agreement have been affixed pursuant to specific authority as, under applicable law, is required to bind them. Neither the execution, delivery nor performance by Sunbelt or

TVP of this Agreement conflicts with, results in a breach of, or constitutes a default or ground for termination under any agreement to which Sunbelt or TVP, respectively, is a party or to which either of them is bound.

20. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by both parties. No failure or delay on the part of TVP or Sunbelt in exercising any right or power under this Agreement will operate as a waiver of such right or power nor will any single or partial exercise of any such right or power or the exercise of other right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

21. Assignability; No Third Party Rights. The rights and obligations of each party under this Agreement may not be assigned without the prior written consent of the other party to such assignment; provided, however, that either Sunbelt or TVP may, upon written notice to the other party, assign its rights under this Agreement to an affiliate or subsidiary, provided that such assignee is controlled by such assignor and is fully qualified under the rules and regulations of the FCC to be the permittee, licensee, or programmer of the Station. Any assignment permitted hereunder shall not release the party undertaking the assignment. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

22. Construction. This Agreement will be construed in accordance with the laws of the state of California, without regard to principles of conflicts of laws.

23. Counterpart Signatures. This Agreement may be signed in one or more counterparts each of which will be deemed a duplicate original.

24. Notice. Any notice required under this Agreement must be in writing. Any payment, notice or other communication will be deemed given when delivered personally, or three (3) business days after being mailed by certified mail, postage prepaid, or one (1) business day after being tendered to a recognized overnight courier addressed as follows (or to such other address designated in writing upon due notice to the other party):

If to TVP:

TVPlus, LLC,
Attn: Arthur Liu
449 Broadway – 4th Floor
New York, NY 10013
Tel: (212) 431-4300
Fax: (212) 966-1012

With a required copy to:

Leventhal Senter & Lerman PLLC
Howard A. Topel, Esq.
2000 K Street N.W. - Suite 600
Washington, D.C., 20006
Tel: (202) 429-8970
Fax: (202) 293-7783

If to Sunbelt:

Sunbelt Television, Inc.
Attn:

Tel: ()
Fax: ()

With a required copy to:

Tel: ()
Fax: ()

25. Entire Agreement. This Agreement embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

26. Relationship of Parties. Neither TVP nor Sunbelt will be deemed to be the agent, partner or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement or understanding.

27. Force Majeure and Facilities Upgrades. The failure of either party hereto to comply with its obligations or this Agreement due to: (i) the need to perform construction or non-routine or emergency maintenance or repairs at the transmitter site or to move the transmitter site in response to FCC authorization of an improvement to or modification of the Station's operating parameters or (ii) acts of God, strikes or threats thereof or a force majeure or due to causes beyond such party's control, will not constitute an Event of Default under Section 16 above and neither party will be liable to the other party therefor, except that any resulting failure of Sunbelt to broadcast the Programs beyond a brief interruption in service, not to exceed five (5) hours, due to causes beyond Sunbelt's control shall entitle TVP to a pro rata reduction in the payment required under Section 5 above and Exhibit "A" attached hereto with respect to periods during which Sunbelt's facilities failed or were impaired or were not furnished, unless such failure resulted from the acts or omissions of TVP. TVP and Sunbelt each agrees to exercise its commercially reasonable efforts to remedy any such conditions affecting its own facilities as soon as practicable.

28. Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC (the "FCC Requirements") and all other applicable laws. The parties acknowledge that this Agreement is intended to comply with the FCC Requirements. However, in the event that the FCC determines

that the continued performance of this Agreement is in violation of the FCC Requirements, each party will use its commercially reasonable efforts to comply with the FCC Requirements or may in good faith contest or seek to reverse any such action or agree on the terms of a revision to this Agreement, in each case, on a time schedule sufficient to meet the FCC Requirements and so long as the fundamental nature of the business arrangement between the parties evidenced by this Agreement is maintained. If any provision of this Agreement is otherwise held to be illegal, invalid or unenforceable under present or future laws, then such provision shall be fully severable and this Agreement shall be construed and enforced as if such provision had never comprised part thereof, and the remaining provisions shall remain in full force and effect, in each case so long as the fundamental nature of the business arrangement between TVP and Sunbelt had been maintained.

29. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter meaning of any provision.

30. Successors and Assigns. This Agreement shall be binding and inure to the benefit of the parties successors and permitted assigns.

31. FCC Compliance Certifications.

(a) Control of Station. Sunbelt hereby verifies that it will maintain control over the Station and its facilities, including specifically control over the Station's finances, personnel and programming during the Term.

(b) Compliance with Ownership Rules. TVP hereby verifies that the arrangement contemplated by this Agreement complies with the applicable provisions of 47 C.F.R. 73.3555

(c) Filings. TVP hereby agrees that, if required by the FCC's Rules, it will file a copy of this Agreement (with economic terms redacted) with the FCC and Sunbelt hereby agrees that it will lodge a copy of this Agreement (with economic terms redacted) in its public inspection file.

32. Dispute Resolution. Except as set forth in Section 33, the parties agree that if a dispute arises out of or relating to this Agreement, any party thereto may then, or thereafter, demand by written notice to the other binding arbitration seeking enforcement and resolution of the dispute founded on this Agreement. The arbitration shall be conducted by the American Arbitration Association in San Bernardino County, pursuant to its commercial rules as in the effect at such time; provided, however, that only one arbitrator shall be appointed to determine the matter. Unless otherwise agreed, the parties shall each select an arbitrator who shall jointly select the third who shall act to determine the matter. Any and all decisions of the arbitrator shall be final and binding on the parties hereto and shall be given the effect of a judgment and may be entered in a court of competent jurisdiction.

33. Specific Performance. The parties agree that the rights to provide and receive programming and other rights hereunder are unique and cannot be readily obtained on the open market and that their breach of this Agreement will irreparably injure the other if this Agreement

is not specifically enforced. Therefore, the parties will have the right specifically to enforce the others' performance under this Agreement in any court having jurisdiction over the party against whom breach is alleged and such party agrees (i) to waive the defense in any such suit that the other party has an adequate remedy at law, (ii) to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy and (iii) to waive any requirement for a bond or other security.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

"TVP"

TVPlus, LLC,

By: _____
Arthur Liu, President

"Sunbelt"

SUNBELT TELEVISION, INC.,
a California corporation

By: _____
President

EXHIBIT "A"

CONSIDERATION

As consideration for the brokerage of airtime on the Station for the broadcast of its Programs pursuant to the terms and conditions of this Agreement, TVP shall reimburse to Sunbelt the actual costs incurred by Sunbelt with respect to the following expenses incurred solely in the actual operation of the Station attributable to the term of this Agreement, in each case except as otherwise provided below or elsewhere in this Agreement: (i) utilities, including the electricity for operation of the transmitter; (ii) rent payable by Sunbelt under any real property leases for studio, antenna and transmitter space; (iii) costs related to the maintenance of equipment and assets; (iv) professional services, including attorney's, engineering, and accountant's fees incurred by Sunbelt in the operation of the Station; (v) expenses for insurance premiums for insurance on equipment owned by Sunbelt and used in the operation of the Station or for perils affecting the Station; (vi) any FCC costs related to the operation of the Station; (vii) salaries and benefits of the minimum full-time and part-time employees of the Station described in Section 14; (viii) real property, personal property, excise and/or any other taxes related to the ownership of the Station's assets; and (ix) expenses incurred by Peter White to maximize the Station's carriage by cable television systems in the Nielsen Los Angeles, California, DMA.

It is not intended that Sunbelt be reimbursed for: (i) Sunbelt's own corporate income or other tax obligations; (ii) interest on and principal of loans and/or indebtedness and other fees, charges, costs and expenses related to loans and/or indebtedness; (iii) and depreciation and amortization expenses.

After each calendar month, Sunbelt shall present to TVP a statement detailing the operating expenses reimbursable hereunder together with copies of the invoices or other backup information as may be available, and, within ten (10) business days thereafter, TVP shall deliver to Sunbelt a payment reflecting such amount. In the event of a bona fide dispute as to any requested reimbursement, TVP may dispute such reimbursement and may withhold payment to Licensee for such reimbursement until such dispute is resolved.

EXHIBIT 3

**Directors and Officers to be comprised of
Jackson and IBC Parties**

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