

## SALES CONTRACT

In the city of Caguas, Puerto Rico, on the day (13) of the month of September of 2006.

IN WITNESS OF, from the first party Mr. Aureo A. Matos Barrett, social security number 584-67-6228 an adult, single and owner and neighbor of Aguada, P.R. and Juan Carlos Matos Barrett, social security 584-67-6170 an adult, marriage with Ana G. Velez Montes, owners and neighbors of Caguas, Puerto Rico, hereinafter referred to as "SELLERS".

From the second party, Mr. Hector Marcano Martinez, social security number 584-56-7197, an adult, single, owner and neighbor of Carolina, P.R. hereinafter the "BUYER".

Both parties exercising the liberty of the civil rights decides to enter into this sale/buy agreement contract and agree the following terms and conditions:

FIRST: The Sellers are owners and hold the licensee from the Federal Communications Commission of Low Power TV Channel 62 with the call sign W62CW license to San Juan, Puerto Rico.

SECOND: The SELLERS has informed to the Buyer the actual status of this TV Station that is presently OFF THE AIR by Special Temporary Authorization from the FCC.

THIRD: The SELLERS has informed to the Buyer that an application was filed to the FCC to relocate the number of the Channel 62 (Out of Core) like a first step in the digitalization process. This filing was done under FCC regulations that require that after 2009 all TV Stations will operate from channel 14 to 52. This application is describing like a Displacement Application and has the application file number BDISTTL-20060707ACO.

At present exist two pending applications to request the use of Channel 38, not withstanding that fact, the FCC rules allow existing channels like Channel 62 have a priority status over Pending Applications where such existing station needs to relocate inside the in core spectrum between Channel 14 to 52 to facilitate and keeps the existence under the digital rules.

FOURTH: The parties under this contract stated and understand like SELLERS and BUYER that this agreement is subject from FCC approval.

FIFTH: The buyer accepts all of the premises described and assume all the risks of the present and future operation of Channel 62 and assume the

responsibility of the associate cost during the process and changes submitted before FCC and the implementation of those changes if are approved.

SIXTH: The parties in this agreement agree to sell and buy and the seller's party agrees to sell and transfer all of the tangibles assets of the station (License and equipments) to the buyer for the purchase price of eight hundred thousand dollars (\$800,000.00). Buyer will pay a sum of fifty thousand (\$50,000.00) at this contract signature and the remaining seven hundred and fifty thousand (\$750,000.00) will be pay in a term of ninety days from the date of this contract signature and subject to the Federal Communications Commission approval.

If the FCC approval occurs before the 90 days term the buying party will have this term to pay the remaining amount to sellers.

If the FCC approval occurs after the 90 days term the buyer will pay the remaining amount of money the day that this transaction is approved by the FCC.

SEVENTH: The BUYER accepts that makes a due diligence and knows the status of the station locally and before FCC. Buyer affirms that full orientation was provided by their attorneys and investigations before FCC. For this reason continue with the wish to buy the station.

EIGHT: The parties have a binding agreement to comply with this contract. The SELLER can't refuse to sell after the FCC approval is receiving it. If SELLER refuses to sell after FCC approval, seller is force to return the fifty thousand dollars to buyer.

NINETH: That buyer accepts to pay rent for the transmitter site and antenna location associate with Channel 62 operation. This lease term will be between eight hundred dollars (\$800.00) to one thousand five hundred (\$1,500.00) monthly. Power Electrical service not included.

The SELLER in this transaction will include the following; a TV Transmitter, transmission line, antenna, video computer, color bar generator. No other property considered or included.

TEN: The buyer enters to poses this property without any other agreement apart from this one.

#### ACCEPTS

The present parties accept this agreement to consider it at full satisfaction, in Caguas, Puerto Rico on September 13, 2006.

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Aureo A Matos Barreto

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Hector Marcano Martinez

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Juan Carlos Matos Barreto

Affidávit Num: 6337

Recognize and subscribed before me by the signing parties and their personal circumstances expresses and my faith of knowing them.

In Caguas, Puerto Rico on September 13, 2006.

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NOTARY PUBLIC