

THE STATE OF TEXAS

§

COUNTY OF STARR

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AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT OF SALE AND PURCHASE, hereinafter referred to as the "Agreement," is made and entered into this 9th day of June, 2005 by and between **S. F. VALE**, a resident of Starr County, Texas, hereinafter referred to as "Purchaser," and **ANTONIO FALCON, M.D.**, a resident of Starr County, Texas, hereinafter referred to as "Seller."

WHEREAS, Seller and Purchaser are both shareholders of Sunbelt Multimedia Co., a Texas corporation (the "Company");

WHEREAS, Seller owns in the aggregate, 49.75% of the shares of the issued and outstanding common stock of the Company; and

WHEREAS, Seller desires to sell 100% or all of Seller's issued and outstanding shares of the Company (the "Shares") to Purchaser, and Purchaser desires to purchase from Seller on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

ARTICLE I. TRANSFER OF THE SHARES AND PURCHASE PRICE

1.1 Purchase and Sale of the Shares. On the terms and subject to the conditions of this Agreement, Seller agrees to sell Shares to Purchaser, and Purchaser agrees to purchase the Shares from Seller, in exchange for the price on Attachment A (the "Purchase Price"). Upon approval of the transfer by all appropriate parties to the transferring the Shares, Seller shall receive Purchase Price in cash, or cash equivalent, at the Closing (the "Closing Payment").

ARTICLE II. THE CLOSING

2.1 The Closing. The closing (the “Closing”) under this Agreement shall occur at the offices of Atlas & Hall, L.L.P., 818 Pecan, McAllen, Texas.

ARTICLE III. COVENANTS

3.1 Covenants. Purchaser and Seller covenant and agree that between the date of the Closing, Seller shall promptly file or submit and diligently prosecute any and all applications or notices with public authorities, federal, state or local, including without limitation the Federal Communications Commission, (each, “Authority”), and all other requests for approvals to any private persons or entities, which is necessary, or is deemed necessary or appropriate by any of the parties hereto, for the consummation of the transactions contemplated hereby.

ARTICLE IV. CONDITIONS TO OBLIGATIONS OF SELLER

4.1 Consent of Texas State Bank. Purchaser acknowledges that Seller’s Shares have been pledged to Texas State Bank to secure certain obligations to Texas State Bank, and that this Agreement and the transfer of the Shares hereunder are contingent upon and subject to Texas State Bank’s approval of the transfer of the Shares.

4.2 Restrictions and Agreements. All necessary parties shall have been given notice of the sale and all transfer restrictions in the Shareholders Buy Sell Agreement have been complied with.

ARTICLE V. CONDITIONS TO OBLIGATIONS OF PURCHASER

The obligations of Purchaser to consummate the transactions contemplated hereby shall be subject to the following conditions:

5.1 Consent of Texas State Bank. Texas State Bank shall have consented in writing to the transfer of the Shares.

5.2 Restrictions and Agreements. All necessary parties shall have been given notice of the sale as required by the Shareholders Buy Sell Agreement.

ARTICLE VI. RESTRICTIONS ON SHARES

6.1 Buy-Sell Agreement. Seller and Purchaser agree that the transfer of the Shares pursuant to this Agreement are subject to the provisions of that certain Third Amended Buy-Sell Agreement dated January 9, 2002 (the "Sunbelt Buy-Sell Agreement"), between and among Sunbelt and Sunbelt's shareholders.

ARTICLE VII. MISCELLANEOUS

7.1 Notices. Any notice, request, instruction or other document to be given under this Agreement after the date hereof by any party hereto to any other party hereto shall be in writing and shall be delivered personally against a written receipt therefore, or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed to the proper party at the addresses shown below, or at such other address or person as any party may hereafter designate by written notice to the other party in accordance herewith. The date of mailing of any notice in accordance with this paragraph shall be deemed to be the date of such notice and notice shall be effective from such date.

Seller:	Antonio Falcon 2968 Pharmacy Rd. Rio Grande City, TX 78582
Purchaser:	S. F. Vale P.O. Box 156 Rio Grande City, TX78582

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

7.3 Severability. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

7.4 Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified above.

SELLER:

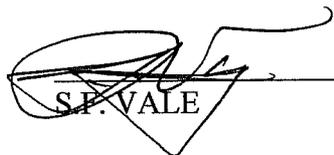
Date: 6/10/05



ANTONIO FALCON, M.D.

PURCHASER:

Date: 6/9/05



S.P. VALE

ATTACHMENT "A"

PURCHASE PRICE

\$3,150,000.00 U.S. DOLLARS