

OPTION AGREEMENT

THIS OPTION AGREEMENT is made as of the 7th day of February, 1996, by and among Television Fit for Life, Inc. ("Grantor"), and Heritage Media Corporation, an Iowa corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns and operates commercial television broadcasting station WFGX(TV) licensed to Ft. Walton Beach, Florida (the "Station") and is engaged in the business of operating the Station; and

WHEREAS, on the date hereof, the parties have entered into that certain Time Brokerage Agreement pursuant to which the Grantee will provide certain programming on the Station as of March 1, 1996 (the "Time Brokerage Date"); and

WHEREAS, in order to induce Grantor to enter into the Time Brokerage Agreement, Grantee has agreed to pay to Grantor the sum of \$250,000 (the "TBA Fee"); and

WHEREAS, Grantor desires to grant to Grantee an option to purchase (the "Purchase Option") all of the assets used in the operation of the Station (the "Station Assets"), and Grantee desires to accept such option from Grantor, under the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. EXERCISE OF PURCHASE OPTION.

1.1 Exercise of Purchase Option.

(a) Grantor hereby grants the Purchase Option in favor of Grantee. Grantee hereby agrees to pay to Grantor on or before February 23, 1996 the sum of \$220,000 payable in cash in consideration of Grantor granting the Purchase Option to Grantee. Upon the exercise by Grantee of the Purchase Option, Grantor shall be obligated to sell the Station Assets to Grantee, free and clear of all liens, claims and encumbrances. As used herein, the term "Option Period" means the period commencing on the date hereof and terminating upon February 22, 1999 (the "Initial Expiration Date"); provided, however, if the Grantee pays to the Grantor the sum of \$270,000 (the "Option Extension Fee") on or prior to the Initial Expiration Date, the Option Period will extend until the expiration of the initial term of the Time Brokerage

Agreement or any applicable renewal term; provided, further, if the Time Brokerage Agreement is terminated prior to the expiration of the initial term of the Time Brokerage Agreement or any applicable renewal term, then the Option Period will continue for six months following such termination date.

(b) This Purchase Option may be exercised in whole or part by Grantee at any time during the Option Period by giving written notice to Grantor of its exercise of the Purchase Option during the Option Period. The Purchase Option may be exercised in two parts, one for the Fixed Assets (as defined) and the second part for the Intangible Assets (as defined).

As used herein, the term "Fixed Assets" shall mean the following:

(i) All equipment and fixed assets owned by Grantor that are used or useful in the operation of the Station, including, but not limited to, transmitters and transmitter equipment, antennas, studio equipment, tapes and record libraries, office equipment and furniture, together with replacements thereof and additions thereto; and

(ii) All books and records related to the Fixed Assets, including all financial, accounting and property tax records, computer data and programs, market data, technical data and records and all correspondence with and documents pertaining to suppliers and other third parties.

As used herein, the term Intangible Assets shall mean the following:

(i) All licenses, permits and auxiliary authorizations issued by the Federal Communications Commission (the "FCC") for the operation of the Station, together with any and all renewals, extensions and modifications thereof ("FCC Licenses");

(ii) All tradenames, trademarks, patents, service marks, copyrights, logos and similar Intangibles owned by Grantor and used in the Station's operations, and all of Grantor's rights in and to the call letters "WFGX";

(iii) FCC logs and all materials maintained in Grantor's FCC public file relating to the Station; and

(iv) All programming materials, programs, jingles and promotional materials owned or held by Grantor and used in the operation of

the Station, whether recorded on tape or any other substance or intended for live performance and whether completed or in production.

The exercise by Grantee of a portion of the Purchase Option to purchase the Fixed Assets or the Intangible Assets shall not impair the ability of the Grantee to exercise the remaining portion of the Purchase Option for the other assets during the Option Period.

(c) In order to secure Grantor's performance of its obligations hereunder, Grantor hereby agrees to execute and cause its shareholders to execute a pledge agreement in favor of Grantee as secured party substantially in the form of Exhibit "A" attached hereto (the "Pledge Agreement". The parties acknowledge that the Grantee would not execute this Agreement or pay the fee described in Section 1.1 hereof without the execution of the Pledge Agreement.

1.2 Execution of Sale Documents. Upon the exercise of the Purchase Option, Grantee and Grantor shall execute such documents containing such representations, warranties and conditions as the Grantee shall reasonably determine as necessary to consummate the sale of the Station Assets. If the Grantee has exercised the Purchase Option in part for the Fixed Assets, a closing for the sale and purchase of the Fixed Assets shall be held within 30 days from the date of the exercise of the Purchase Option. If the Grantee has exercised the Purchase Option for all of the Station Assets or in part for the Intangible Assets, Grantee and Grantor agree to use their best efforts to file an application (the "Assignment Application") requesting the FCC consent to the assignment from Grantor to Grantee of all FCC Licenses relating to the operation of the Station. The parties agree that the Assignment Application will be prosecuted in good faith and with due diligence. The parties agree to use their reasonable best efforts to file additional information or amendments requested by the FCC orally or in writing within five business days after any such request and, in any event, to commence preparation of such additional information or amendments immediately upon request and to complete and file the same with the FCC as rapidly as practical. Each party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of the Assignment Application. As used herein, the term "FCC Order" shall mean that the FCC has granted or given its initial consent, without any condition materially adverse to Grantee or Grantor, to the assignment of the FCC Licenses to Grantee and the term "Final Order" shall mean that the FCC Order shall have become final, that is, that the time period for filing any petition to deny, requests for stay, reconsideration by the FCC, petitions for rehearing or appeal of such order shall have expired, and that no timely filed petition to deny, request for stay, reconsideration by the FCC, petition for rehearing or appeal of such order shall be pending. A closing for the purchase of such Intangible Assets (and all of the Station Assets if the Purchase Option is exercised in its entirety) will occur within 10 business days of the Final Order.

2. CONSIDERATION.

2.1 Purchase Price. The purchase price to be paid at the closing of the sale of the Station Assets upon the exercise of the Purchase Option shall be \$745,000. If the Purchase Option is exercised in part, the purchase price for the Fixed Assets will be \$225,000 and the purchase price for the Intangible Assets will be \$520,000; provided, however, Grantee may apply the TBA Fee and the Option Extension Fee (to the extent paid by the Grantee) against the purchase price of the Intangible Assets. The purchase price will be paid in cash at the applicable closing by Grantee to Grantor.

3. REPRESENTATIONS AND WARRANTIES OF THE GRANTOR.

The Grantor hereby represents and warrants to the Grantee, except as qualified by the Grantor's Disclosure Schedule attached hereto as Exhibit "B" (the "Disclosure Schedule"), as follows:

3.1 Organization: Good Standing. Grantee is a corporation, duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all requisite corporate power and authority to own and lease its properties and assets and to carry on its business as currently conducted.

3.2 Due Authorization: Execution and Delivery. Subject to the issuance of the Final Order, the Grantor has full power and authority to enter into and perform this Agreement and to carry out the transactions contemplated hereby. Grantor has taken all requisite action to approve the execution and delivery of this Agreement and the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of the Grantor, enforceable against it in accordance with its terms, except as may be limited by the availability of equitable remedies or by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally. Neither the execution and delivery by the Grantor of this Agreement nor the consummation by it of the transactions contemplated hereby will: (i) conflict with or result in a breach of its articles of incorporation or bylaws; (ii) subject to the issuance of the Final Order, violate any statute, law, rule or regulation or any order, writ, injunction or decree of any court or governmental authority, which violation, either individually or in the aggregate, might reasonably be expected to have a material adverse effect on the business or operations of the Grantor or Grantee's ownership of the Station Assets; or (iii) violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under), or result in the creation of any lien on any of the Station Assets pursuant to, any material agreement, indenture, mortgage or other instrument to which the Grantor is a party or by which it or its assets may be bound or affected.

3.3 Governmental Consents. No approval, authorization, consent, order or other action of, or filing with, any governmental authority or administrative agency is required in connection with the execution and delivery by the Grantor of this Agreement or the consummation of the transactions contemplated hereby or thereby, other than those of the FCC.

3.4 Title to Assets. The Grantor is the sole and exclusive legal owner of all right, title and interest in, and has good and marketable title to, all of the Station Assets, free and clear of liens, claims and encumbrances.

3.5 Real Estate.

(a) As of the date hereof, the Grantor does not own any real property used in the operation of the Station. Grantor has not received any notice of, and has no knowledge of, any material violation of any zoning, building, health, fire, water use or similar statute, ordinance, law, regulation or code in connection with any real property leased by the Grantor and used in connection with the operation of the Station (the "Real Estate"). To the knowledge of Grantor, no fact or condition exists which would result in the termination or impairment of access of the Station to the Real Estate or discontinuation of necessary sewer, water, electrical, gas, telephone or other utilities or services.

(b) No hazardous or toxic material (as hereinafter defined) exists in any structure located on, or exists on or under the surface of, any of the Real Estate which is, in any case, in material violation by Grantor of applicable environmental law. For purposes of this Section, "hazardous or toxic material" shall mean waste, substance, materials, smoke, gas or particulate matter designated as hazardous, toxic or dangerous under any environmental law. For purposes of this Section, "environmental law" shall include the Comprehensive Environmental Response Compensation and Liability Act, the Clean Air Act, the Clean Water Act and any other applicable federal, state or local environmental, health or safety law, rule or regulation relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous waste, substance, materials, smoke, gas or particulate matter.

3.6 Condition of Assets. The Station Assets are in substantially the same condition, ordinary wear and tear excepted, as reviewed by the Purchaser during its due diligence review and, subject to the foregoing, are being sold "as is, where is." Grantor will not sell, transfer, assign any of the Station Assets during the Option Period except in the ordinary course of business consistent with past practices and will use its best efforts to maintain the value and condition of the Station Assets during the Option Period.

3.7 Governmental Licenses. The Disclosure Schedule lists and accurately describes all licenses granted by the FCC or other governmental authority (the "Governmental Licenses") owned or held by the Grantor and necessary for the lawful ownership and operation of the Station and the conduct of the Station's business, except where the failure to hold such Governmental License would not have a material adverse effect on the Station. The Grantor has furnished to Grantee true and accurate copies of all such Governmental Licenses. Each Governmental License is in full force and effect and is valid under applicable federal, state and local laws; the Station is being operated in compliance in all material respects with all rules, regulations and policies of the FCC; and, to the knowledge of Grantor, no event has occurred which (whether with or without notice, lapse of time or the happening or occurrence of any other event) is reasonably likely to result in the revocation or termination of any Governmental License or the imposition of any restriction of such a nature as might adversely affect the ownership or operation of the Station as now conducted, except for proceedings of a legislative or rule-making nature intended to affect the broadcasting industry generally. The Station, its physical facilities, electrical and mechanical systems and transmitting and studio equipment are being operated in all material respects in accordance with the specifications of the Governmental Licenses.

3.8 Taxes. All tax reports and returns required to be filed by or relating to the Station Assets or operations (including sales, use, property and employment taxes) have been filed with the appropriate federal, state and local governmental agencies, and there have been paid all taxes, penalties, interest, deficiencies, assessments or other charges due as reflected on the filed returns or claimed to be due by such federal, state or local taxing authorities (other than taxes, deficiencies, assessments or claims which are being contested in good faith and which in the aggregate are not material). There are no examinations or audits pending or unresolved examinations or audit issues with respect to the Grantor's federal, state or local tax returns. All additional taxes, if any, assessed as a result of such examinations or audits have been paid. There are no pending claims or proceedings relating to, or asserted for, taxes, penalties, interest, deficiencies or assessments against the Station Assets.

3.9 Litigation. There is no order of any court, governmental agency or authority and no action, suit, proceeding or investigation, judicial, administrative or otherwise that is pending or, to Grantor's knowledge, threatened against or affecting the Station which, if adversely determined, might materially and adversely affect the business, operations, properties, assets or conditions (financial or otherwise) of the Station or which challenges the validity or propriety of any of the transactions contemplated by this Agreement.

3.10 Reports. The Grantor has duly filed all reports required to be filed by law or applicable rule, regulation, order, writ or decree of any court, governmental commission, body or instrumentality and has made payment of all charges and other payments, if any, shown by such reports to be due and payable, except where the failure to so file or make payment would not have a material adverse effect upon the operations of the Station. All reports required to be filed by the Grantor with the FCC with respect to the Station have been filed.

3.11 Employee Matters.

(a) The Disclosure Schedule sets forth all liabilities of the Grantor under ERISA or similar laws with respect to employee benefit plans.

(b) There are no labor disputes of a material nature pending between the Grantor, on the one hand, and any of its employees, on the other hand, and there are no known organizational efforts presently being made involving any of such employees. The Grantor has complied in all material respects with all laws relating to the employment of labor, including any provisions thereof relating to wages, hours, collective bargaining and the payment of social security and other taxes, and is not liable for any material arrearages of wages or any taxes or penalties for failure to comply with any of the foregoing.

(c) The Grantor has paid when due all salaries, bonuses, commissions and deferred compensation expenses in connection with the employees of the Station for all periods prior to such dates and has paid over to the proper tax collecting agencies all taxes required to be withheld from or paid with respect to such payments for all periods through the payroll date ended most recently prior to the date hereof.

(d) Other than scheduled anniversary raises consistent with prior practice (or as otherwise set forth on the Disclosure Schedule), no increases in compensation to employees will occur or become due at any time prior to the date hereof.

3.12 Contracts and Agreements. The Disclosure Schedule contains a list, complete and accurate in all material respects, of all of the following categories of contracts and agreements to which the Station is bound at the date hereof: (i) employee benefit plans, employment, consulting or similar contracts; (ii) contracts that may not be cancelled without penalty upon 30 days or less notice; (iii) insurance policies; and (iv) other contracts not made in the ordinary course of business (collectively the "Material Contracts"). The Station is not in default with respect to any of the Material Contracts contained on the Disclosure Schedule; and, as of the date hereof, the Station will have paid all sums and performed all obligations under the

Material Contracts included on the Disclosure Schedule which are required to be paid or performed prior to such date.

3.13 Intellectual Property. The Grantor has no knowledge of any claim of infringement or other complaint that the operation of the Station violates or infringes the rights or the trade names, copyrights or trademarks or similar intangible rights of others.

3.14 Finders and Brokers. All negotiations relating to this Agreement and the transactions contemplated herein have been carried on by the Grantor directly with the Grantee, other than Media Venture Partners ("MVP") which was been engaged by Grantor. Other than with respect to MVP, there is and has been no act of Grantor or its representatives that would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee or other like payment.

3.15 Transactions with Affiliates. Upon the transfer of the Station Assets as contemplated by the Asset Purchase Agreement, neither Grantor nor any of its officers, directors or shareholders or any of such persons respective affiliates will have any interest in or will own any property used in the conduct of the Station. Upon the exercise of the Purchase Option for the Station Assets, Grantee will acquire at the Closing all of the real and personal property used in the operation of the Station, except as otherwise agreed by the Grantee.

4. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

Grantee hereby represents and warrants to the Grantor as follows:

4.1 Organization and Good Standing. Grantee is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and has all requisite corporate power and authority to own and lease its properties and carry on its business as currently conducted.

4.2 Due Authorization. Subject to the issuance of the Final Order, Grantee has full power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Grantee. This Agreement has been duly executed and delivered by Grantee and constitutes the legal, valid and binding obligation of Grantee, enforceable against it in accordance with its respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally or general equitable principles.

4.3 Execution and Delivery. Neither the execution and delivery by Grantee of this Agreement nor the consummation of the transactions contemplated hereby will: (i) conflict with or result in a breach of the Articles of Incorporation or Bylaws of Grantee; (ii) subject to the issuance of the Final Order, violate any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under) any indenture, mortgage, lease, contract or other instrument to which Grantee is a party or by which it is bound or affected.

4.4 Consents. No consent, approval, authorization, license, exemption of, filing or registration with any court, governmental authority, commission, board, bureau, agency or instrumentality, domestic or foreign, is required by Grantee in connection with the execution and delivery of this Agreement or the consummation by it of any transaction contemplated hereby, other than the consent of the FCC. No approval, authorization or consent of any other third party is required in connection with the execution and delivery by Grantee of this Agreement and the consummation of the transactions contemplated hereby, except as may have been previously obtained by Grantee. Grantee warrants that it is legally qualified to become a licensee of the Station (except as to matters previously disclosed to Grantor in writing) and is aware of no material impediment to the approval by the FCC of the assignment of the Governmental Licenses.

4.5 Finders and Brokers. All negotiations relating to this Agreement and the transactions contemplated herein have been carried on by the Grantee directly with the Grantor and Grantor's broker MVP. No person has as a result of any agreement or action of the Grantee any valid claim against any of the parties hereto for a brokerage commission, finder's fee or other like payment.

5. CERTAIN COVENANTS AND AGREEMENTS.

5.1 Best Efforts. Each of the Grantor and Grantee shall take all reasonable action necessary to consummate the transactions contemplated by this Agreement and will use all necessary and reasonable means at its disposal to obtain all necessary consents and approvals of other persons and governmental authorities required to enable it to consummate the transactions contemplated by this Agreement. Except as otherwise provided herein, each of the Grantor and Grantee acknowledges and agrees that it shall pay all costs, fees and expenses incurred by it in obtaining such necessary consents and approvals, including those certain consents set forth on the Disclosure Schedule. Each party shall make all filings, applications, statements and reports to all governmental agencies or entities which are required to be made by or on its behalf pursuant to any statute, rule or regulation in connection with the transactions contemplated by this Agreement, and copies of all such filings.

applications, statements and reports shall be provided to the other. If the FCC determines that the transactions contemplated hereby or a portion thereof are inconsistent or violative of FCC rules or regulations, the parties agree that they will negotiate in good faith to amend, modify or restructure the transactions contemplated hereby so as to be consistent with FCC rules and regulations.

5.2 Public Announcements. Prior to the expiration of the Option Period, all notices to third parties and other publicity relating to the transaction contemplated by this Agreement shall be jointly planned and agreed to by the Grantor and Grantee; provided, however, Grantee shall be entitled to make such disclosure in its sole discretion as may be required by any applicable governmental regulations.

5.3 Schedule Revisions. Grantor shall deliver to Grantee any supplements or changes (the "Schedule Revisions") to the Disclosure Schedule or other schedules or exhibits to be attached hereto after the date hereof and prior to the expiration of the Option Period as soon as practicable after the Grantor becomes aware of any fact or event which would make its representations and warranties contained herein untrue or misleading or which may require a revision to the Disclosure Schedule.

5.4 Ordinary Course of Business. During the period from the date hereof to the expiration of the Option Period, unless the prior consent of Grantee is first obtained, Grantor shall cause the Station to (i) conduct its operations in the ordinary course of business consistent with past and current practices, including, but not limited to, preserving the Governmental Licenses; (ii) use reasonable best efforts to maintain and preserve intact its goodwill and business relationships; (iii) not knowingly take any action which would cause any representation contained in Section 3 to be untrue; and (iv) not attempt to assign any Governmental License to any person other than Grantee or its assigns nor shall it attempt to transfer control of any such Governmental License.

5.5 Accounts Receivable. Grantee acknowledges that all accounts receivable arising prior to the Time Brokerage Date in connection with the operation of the Station in respect of advertising revenues for programs and announcements performed prior to the date hereof and other broadcast revenues for services performed prior to date hereof shall remain the property of Grantor (the "Grantor Accounts Receivable") and that Grantee shall not acquire any beneficial right or interest therein or responsibility therefor. Grantee agrees from and after the Time Brokerage Date to forward to Grantor any funds received by Grantee from the Grantor Accounts Receivable in the normal and ordinary course of business. Such amounts will be applied to the debtor's oldest account receivable first, except that any such accounts collected by Grantee from persons who are also indebted to Grantee may be applied to Grantee's account if so directed by the debtor or under circumstances

in which there is a bona fide dispute between Grantor and such account debtor with respect to such account.

5.6 Payment to Broker. Grantee agrees to pay up to \$50,000 to MVP for its commissions, fees and expenses incurred in connection with the transactions contemplated hereby; provided, however, Grantor agrees to pay to MVP the amount of any excess above \$50,000 owing to MVP as a result of the transactions contemplated hereby.

6. FAILURE TO CLOSE BECAUSE OF DEFAULT. In the event that the closing of the Station Assets is not consummated after the exercise of the Purchase Option by virtue of a material default made by a party in the observance or in the due and timely performance of any of its covenants or agreements herein contained ("Default"), the parties shall have and retain all of the rights afforded them at law or in equity by reason of that Default. In addition, Grantor and Grantee acknowledge that the Station Assets and the transactions contemplated hereby are unique, that a failure by Grantor or Grantee to complete such transactions will cause irreparable injury to the other, and that actual damages for any such failure may be difficult to ascertain and may be inadequate. Consequently, Grantor and Grantee agree that each shall be entitled, in the event of a Default by the other, to specific performance of any of the provisions of this Agreement in addition to any other legal or equitable remedies to which the non-defaulting party may otherwise be entitled. In the event any action is brought, the prevailing party shall be entitled to recover court costs, arbitration expenses and reasonable attorneys' fees.

7. MISCELLANEOUS PROVISIONS.

7.1 Expenses. Except as otherwise expressly provided herein, each party shall pay the fees and expenses incurred by it in connection with the transactions contemplated by this Agreement. If any action is brought for breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to recover court costs, arbitration expenses and reasonable attorneys' fees.

7.2 Amendment. This Agreement may be amended at any time but only by an instrument in writing signed by the parties hereto.

7.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered by certified mail, return receipt requested, or by nationally recognized "next-day" delivery service, to the parties at the addresses set forth below (or at such other address for a party as shall be

specified by like notice), or sent by facsimile to the number set forth below (or such other number for a party as shall be specified by proper notice hereunder):

If to the Grantee:

Heritage Media Corporation
One Galleria Tower, Suite 1500
13355 Noel Road
Dallas, Texas 75240
Attn: James J. Robinette, President--Television Group
Fax: 214-702-7382

If to the Grantor:

Television Fit for Life, Inc.
801 North Magnolia Ave.
Suite 201
Orlando, Florida 32803
Attn: Carl Scarlata, Jr., President
Fax: 407-841-8746

7.5 Assignment. Grantee shall have the right to assign its rights and obligations under this Agreement in its sole discretion, including, but not limited to, the Purchase Option. This Agreement is not assignable by Grantor without the prior consent of Grantee or its assigns. This Agreement is binding upon and shall insure to the benefit of the parties and their respective successors and permitted assigns.

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

7.7 Headings. The headings of the Sections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

7.8 Entire Agreement. This Agreement and the documents referred to herein contain the entire understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties, conveyances or undertakings other than those expressly set forth herein. This Agreement supersedes any prior agreements and understandings between the parties with respect to the subject matter.

7.9 Waiver. No attempted waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement, will be effective unless evidenced by an instrument in writing by the party against whom the enforcement of any such waiver or consent is sought.

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

7.11 Certain Definitions. As used in this Agreement, "affiliates" of a party shall mean persons or entities that directly, or indirectly through one or more intermediaries, control or are controlled by, or are under common control with, such party.

7.12 Intended Beneficiaries. The rights and obligations contained in this Agreement are hereby declared by the parties hereto to have been provided expressly for the exclusive benefit of such entities as set forth herein and shall not benefit, and do not benefit, any unrelated third parties.

(Signature Page to Follow)

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

Grantee:

HERITAGE MEDIA CORPORATION

By: 
James J. Robinette
President-Television Group

Grantor:

TELEVISION FIT FOR LIFE, INC.

By: _____
Carl Scarlata, Jr., President

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

Grantee:

HERITAGE MEDIA CORPORATION

By: _____

James J. Robinette
President--Television Group

Grantor:

TELEVISION FIT FOR LIFE, INC.

By: _____

Carl Scarlata, Jr.
Carl Scarlata, Jr., President

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