

**ADDENDUM TO
ASSET PURCHASE AGREEMENT**

Addendum dated as of July 14, 2005, by and among JDF Investment Company, LLC ("Seller"), U-Dub Productions, LLC ("Buyer") and Desert Television LLC (collectively, for the purposes of this Agreement, the "Addendum Parties").

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of May 19, 2003, for low power television Station KYAV-LP, Palm Springs, California ("Purchase Agreement"), and

WHEREAS, Buyer and Seller are parties to that certain Operating Agreement dated as of May 19, 2003 for low power television Station KYAV-LP, Palm Springs, California ("Operating Agreement"), and

WHEREAS, Buyer and Seller intend to join in and file an application or applications, on or before January 15, 2006, requesting the Commission's written consent to the assignment of the Station Licenses from Seller to Buyer (the "Assignment Applications"), and

WHEREAS, Buyer and Seller desire to close on the sale and purchase of Station KYAV-LP on or shortly after May 1, 2006, and

WHEREAS, Desert Television LLC, a California limited liability company, has agreed to guarantee the final payment due to Seller by Buyer at Closing under Section 3.3 of the Purchase Agreement, as that Section 3.3 is amended by this Addendum.

NOW THEREFORE, in consideration of the mutual promises and commitments set forth in this Addendum and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Addendum Parties do hereby agree as follows:

1. Except where defined in this Addendum or where modified by this Addendum, the capitalized terms used in this Addendum shall have the meaning given them in the Purchase Agreement.

2. Section 3 is amended to read as follows:

"Purchase Price. The purchase price for the Assets shall be One Million Five Hundred and Fifty Thousand Dollars (\$1,550,000) (the "Purchase Price")."

3. Section 3.3 is amended to read as follows:

"Cash at Closing. At the Closing, Buyer will pay to Seller the balance of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000) by bank cashier's check, certified check, or wire transfer."

4. A new Section 3.5 is added to read as follows:

"Guaranty of Payment at Closing. Subject to Article 7, Section 8.3 and Article 10, Desert Television LLC shall guarantee the Buyer's obligation set forth in Section 3.3 to pay to Seller in immediately available funds the balance of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000) at the Closing. This guarantee is limited to and shall attach only where, and to the extent that, Buyer is obligated to make a payment under the Purchase Agreement."

5. Section 6.1 is amended to read as follows:

"Application for Commission Consent. At the buyer's request, Seller and Buyer shall join in and file an application or applications on or before January 15, 2006 requesting the Commission's written consent to the assignment of the Station Licenses from Seller to Buyer (the "Assignment Applications"), and they will diligently take all steps reasonably necessary or desirable and proper to prosecute expeditiously the Assignment Applications and to obtain the

Commission's determination that approval of the Assignment Applications will serve the public interest, convenience, and necessity."

6. Section 8.1 is amended to read as follows:

"The Closing of this Agreement is conditioned upon the FCC Consent becoming a Final Order. The date and time of the Closing shall be mutually agreed upon by the Seller and the Buyer; *provided however* that the Closing shall take place no earlier than May 1, 2006 nor more than seven (7) days after the FCC Consent shall have become a Final Order, whichever is later. Unless both Parties agree otherwise, the consummation of this Agreement shall occur at the offices of the Seller at 914 Westwood Blvd., Suite 809, Los Angeles, CA 90024."

7. Section 12.3 is amended by adding a new subsection (c) as follows:

"(c) If to Guarantor:

Desert Television LLC
31276 Dunham Way
Thousand Palms, CA 92276
Attention: William Evans
Facsimile: (760) 343-5794

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

Arnold & Porter LLP
555 12th Street, NW
Washington, DC 20004-1202
Attention: Norman M. Sinel, Esq
Facsimile: (202) 942-5999"

8. This Addendum may be signed in counterparts with the same effect as if the signatures on each such counterpart were on the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Asset Purchase Agreement to be executed by and through their duly authorized principals effective as of the day and year first written above.

JDF INVESTMENT COMPANY, LLC

By: _____
Sim Farar
Managing Member

U-DUB PRODUCTIONS, LLC

By: _____
Dave Rennie
Chief Financial Officer

DESERT TELEVISION LLC

By: _____
Dave Rennie
Chief Financial Officer