

ASSET PURCHASE AND LEASE MANAGEMENT AGREEMENT

ASSET PURCHASE and LEASE MANAGEMENT AGREEMENT ("Agreement") dated as of September 30, 2003, by and among Mako Communications, LLC, a Texas limited liability company, Brownsville Broadcasting, LLC, a Texas limited liability company, Centurion Communications, LLC, a Texas limited liability company, Lawrence Howard Mintz, an individual residing in the State of Texas, Michael Mintz, an individual residing in the State of Texas, and Amanda Orrick, an individual residing in the State of Texas (collectively "Seller"), and Una Vez Mas Holdings LLC, a Nevada limited liability company ("Buyer").

RECITALS:

WHEREAS, Seller holds licenses or construction permits (collectively the "FCC Licenses") issued by the Federal Communications Commission ("Commission") for commercial low power television stations located in various markets throughout Texas, more particularly described in Exhibit A to this Agreement (collectively "Stations" and individually "Station");

WHEREAS, Seller desires to enter into a Lease Management Agreement ("LMA") and to grant Buyer an option to purchase the Stations, and Buyer desires to enter into an LMA for the Stations and to acquire an option to purchase the Stations, upon the terms and conditions herein set forth; and

WHEREAS, the assignment of the licenses for the Stations is subject to the prior approval of the Commission; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Seller and Buyer agree as follows:

ARTICLE 1 TERMS OF THE TRANSACTION

1.1 LMA. Attached hereto as Exhibit B is a document entitled "Lease Management Agreement." This document contains the terms of the LMA entered into between Buyer and Seller, is incorporated into this Agreement, and is executed simultaneously with this Agreement:

(1) Term of LMA. The term of the LMA shall commence for each Station specified in Exhibit A on the first day of the month after Seller notifies Buyer of both the availability of the Station for Buyer's use and that the Station is constructed and capable of broadcasting at its fully permitted power and shall terminate twenty-four months later (the "Initial LMA Term") unless otherwise extended for up to 24 months pursuant to this Agreement and the LMA (the "Extended LMA Term").

(2) Compensation to Seller for LMA. During the Initial LMA Term, Seller shall be compensated by Buyer as to each Station on a monthly basis in accordance with the schedule

specified in Exhibit A, with such payments due on the fifteenth day of the month for which the payment is owed. As to each Station, such monthly payments shall be reduced, pro-rata, for every hour a given Station is unable to broadcast at maximum permissible levels, for any reason, in excess of: (i) twelve (12) hours per month; and (ii) such additional time as may be reasonably be required for routine maintenance and repair.

(3) Maintenance of Broadcast Equipment. Seller and Buyer shall mutually agree on a Station by Station basis as to who will be responsible for maintaining each such facility's broadcast equipment. For those Stations that Seller is required to maintain, Seller shall have a qualified broadcast engineer on retainer ("Maintenance Engineer"). Seller's Maintenance Engineer shall perform all required regular maintenance and repairs on the Station's transmitter. Buyer is authorized to direct Maintenance Engineer to perform any necessary or appropriate maintenance or repairs that are intended to keep the equipment functioning reliably within the equipments' specified design parameters. However, the presence of Seller's Maintenance Engineer and Seller's commitment to maintain the broadcast equipment is not a representation or warranty that there will not be usual and ordinary equipment failure or weather conditions that will result in cessation of the Station's broadcast. In the event that a Station goes off the air, Seller shall use its best efforts, working in conjunction with Buyer, to make all necessary repairs to expeditiously return the Station's signal to full licensed coverage.

1.2 Initial Option. On or before October 31, 2003, Buyer shall deliver to Seller the Initial Option Fee specified in Exhibit A for each Station. The payment of the Initial Option fee for a Station by Buyer shall entitle, but not require, Buyer to acquire such Station on or before September 30, 2005, upon Buyer's payment to Seller of the Initial Option Purchase Price specified in Exhibit A ("Initial Option Purchase Price"). Buyer's right to acquire a Station for the Initial Option Purchase Price shall be termed the "Initial Option."

(1) Exercise of Initial Option. Buyer shall exercise its Initial Option to purchase a Station by providing written notice of its election to Seller. Such notice shall be given no later than May 1, 2005. It is understood that such advance notice is required so as to allow the parties time to complete the Commission assignment application process prior to the expiration of the Initial Option.

(2) Initiation of Initial LMA Term. Buyer's Purchase of the Initial Option shall entitle Buyer, but not require Buyer, to enter into an LMA for each and any station on Exhibit A for the Initial LMA Term and for the LMA fee specified in Exhibit A.

1.3 Extended Option. As to each Station for which Buyer has commenced an LMA prior to September 30, 2005, Buyer may elect to extend the time in which to exercise its option to purchase such Station (the "Extended Option") by providing written notice of its election to Seller accompanied by the appropriate Extended Option Fee as set forth on Exhibit A on or before September 30, 2005. The Extended Option shall entitle, but not require, the Buyer to purchase such Station or Stations on or before January 1, 2008, for the Extended Option Purchase Price specified in Exhibit A ("Extended Option Purchase Price").

(1) Exercise of Extended Option. Buyer shall exercise its Extended Option to purchase a Station by providing written notice of its election to Seller. Such notice shall be given no later than August 1, 2007. It is understood that such advance notice is required so as to allow the parties time to complete the Commission assignment application process prior to the expiration of the LMA.

1.4 Extended LMA Term. After the expiration of the Initial LMA Term for any Station, Buyer may extend the LMA for an additional two (2) years by providing written notice to Seller of intention to extend the LMA and by paying the Extended LMA Fee 1 specified on Exhibit A. Written notice of intent to extend the LMA term must be provided prior to the expiration of the Initial LMA Term for each Station.

ARTICLE 2 CONSTRUCTION OF STATION FACILITIES

2.1 Installation of Transmission Equipment. Seller shall be responsible for construction and placement of the transmission equipment for the Stations, which includes but is not limited to, the installation of the antenna, coaxial cable, transmitter, electrical connections, and a satellite dish, should Buyer so desire. All installed equipment shall be the property of Seller.

2.2 Reimbursement of Construction Costs. Seller shall provide Buyer with copies of invoices for all construction costs. Buyer shall reimburse Seller for all such construction costs within ten (10) days of receiving documentation and request for reimbursement.

2.3 Construction of Studios and Station to Transmitter Link. Buyer shall be responsible for construction of studios for Buyer's use, should such studios be needed, as well as any link from the studios to the Station's transmitter.

2.4 Buyer's Required Notice to Seller for Construction Permits. For any Station which is not constructed as of the date of the execution of this Agreement and for which Buyer desires to exercise its LMA rights, Buyer shall provide written notice to Seller of its desire to LMA the specified Station. Such notice will require Seller to commence construction of the specified facility. Buyer acknowledges that from the date of Buyer's notice, Seller will require at least three (3) months to complete construction of the specified facility and that Seller cannot guarantee and does not represent that construction can be completed in any specific period of time.

Notwithstanding the foregoing, with respect to any Station that is not constructed, Buyer shall notify Seller of its intent to exercise its LMA rights not later than one hundred twenty (120) days prior to the expiration of the FCC Construction Permit issued with respect to such Station as set forth in the schedule attached hereto as Exhibit. If such notice is not provided, Buyer's Initial Option for that Station shall terminate. The construction permit expiration date for any station not built as of the date of the execution of this Agreement is listed on Exhibit C.

2.5 Buyer's Required Notice to Seller for Constructed Stations. For any Station which is constructed as of the date of the execution of this Agreement and for which Buyer desires to exercise its LMA rights, Buyer shall provide written notice to Seller of its desire to LMA the specified Station. Such notice will require Seller to make available to Buyer the specified facility at the first date that Seller is able to do so without breaching any contractual commitments to third parties. Buyer acknowledges that all constructed facilities contained on Exhibit A are presently leased to third parties and depending upon the date of notice given to Seller of Buyer's intent to exercise its LMA rights, Seller may not be able to make the specified facility available for a period of as great as two years.

ARTICLE 3 ASSETS

3.1 Assets to be Transferred. In the event Buyer exercises its Initial Option or Extended Option to purchase the Stations, at Closing, Seller shall assign, or cause to be assigned, to Buyer, all of the following assets of Seller existing on the Closing Date:

(A) Licenses. The FCC Licenses, as well as all permits and authorizations issued or granted by the Commission for the operation of or used in connection with the operation of the Station (collectively, "Commission Authorizations"):

(B) Leased Real Property. The leasehold estate comprising Seller's tower sites and transmitter storage locations for the Stations ("Tower Leases").

(C) Tangible Personal Property. All of Seller's rights in and to the fixed and tangible personal property owned by Seller and used in the operation of the Stations. All such property shall be in good working order on the Closing Date.

(D) Call Letters. All of Seller's right, title and interest in and to all call letters used with respect to the Stations, together with the goodwill associated therewith.

(E) Books and Records. All books, files, and records specifically relating to the Assets, including proprietary information, schematics, technical information and engineering data, machinery and equipment, maps, computer discs and tapes, software, rights to use telephone numbers, drawings, blueprints, plans, and processes developed or acquired by Seller and used or intended for use exclusively in connection with the Assets, programming information, the Commission required logs, files and records.

(F) Warranties. All warranties associated with the Tangible Personal Property, to the extent transferable by Seller.

All the assets, rights and properties being transferred to Buyer pursuant to this Agreement are collectively referred to herein as the "Assets".

3.2 Liabilities Assumed by Buyer. As further consideration for the transfer of the Assets to Buyer, Buyer agrees, upon the terms and subject to the conditions set forth herein, to assume, at the Closing, and thereafter to pay, perform and discharge the Tower Leases. Buyer shall assume no other liabilities.

3.3 Closing; Closing Date. The closing of each of the transactions contemplated hereby (the "Closing") shall take place (i) at the studios for K26HF on the last day prior to the expiration of the Initial Option or Extended Option, should Buyer have purchased the Extended Option, or (ii) at the above indicated place but at such earlier time to be set at the discretion of the Buyer, or (iii) at such other time or place or on such other date as the parties hereto shall agree. The date on which the Closing is required to take place is herein referred to as the "Closing Date".

At the Closing, subject to the satisfaction or waiver of the conditions to its obligations set forth in this Agreement, each of the parties hereto shall make the following deliveries or such deliveries in substitution therefor as are satisfactory to the indicated recipient:

3.4 Deliveries by Seller.

(1) Seller shall deliver to Buyer a Bill of Sale and Assignment substantially in the form of Exhibit C (the "Bill of Sale");

(2) Such other assignments or documents, as are necessary in order to vest good and marketable title to the Assets in Buyer, free and clear of any claims, liabilities, mortgages, liens, pledges, conditions, charges or encumbrances of any nature;

(3) Assignment of the Tower Leases, properly executed and acknowledged by Seller, and accompanied by all consents of lessor required by this Agreement and the lease being assigned;

(4) Simultaneously with the consummation of the transfer, Seller, through its officers, agents, and employees, will put Buyer into full possession and enjoyment of all Assets to be conveyed and transferred by this Agreement;

(5) Seller, at any time before or after the Closing Date, will execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer, reasonably requested by Buyer, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of assigning, transferring, granting, conveying, and confirming to Buyer, or reducing to possession, any or all Assets to be conveyed and transferred under this Agreement.

3.5 Deliveries by Buyer.

(1) Buyer shall deliver to Seller the Initial Option Purchase Price or the Extended Option Purchase Price, as applicable.

- (2) Buyer shall deliver to Seller the Bill of Sale.

ARTICLE 4 WARRANTIES OF SELLER

Seller represents and warrants to Buyer that:

4.1 Authority Relative to this Agreement. Seller has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

4.2 Good Standing. Sellers, as appropriate, are limited liability companies duly organized, validly existing, and in good standing under the laws of the State of Texas and are duly qualified to conduct business in the State of Texas. Seller has all requisite power and authority (i) to own, lease, and use the Assets as presently owned, leased, and used, and (ii) to conduct the business and operations of the Stations as presently conducted, and (iii) to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms and conditions to be performed and complied with by Seller hereunder and thereunder. Seller holds all FCC Licenses necessary to operate the Stations, and all other material rights, franchises, licenses, permits, authorizations, and approvals (governmental and otherwise) necessary to own and operate the Station and the Assets.

4.3 Title to Assets. Seller is the owner of, and has good and indefeasible title to, all the Assets, free and clear of all encumbrances. Upon Seller's transfer of the Assets to Buyer pursuant to this Agreement, Buyer will have good and indefeasible title to all the Assets, free and clear of all encumbrances.

4.4 Sufficiency and Condition of Assets. All the Assets will be on the Closing Date, in the case of tangible assets and properties, in the same operating condition and repair (ordinary wear and tear excepted) as they are on the date of this Agreement and have been maintained in accordance with sound engineering practices. All tangible assets and properties included in the Assets are in Seller's possession or under its control.

4.5 Representations and Warranties True. All the representations and warranties of Seller contained in this Agreement on or prior to the Closing Date, shall be true and correct as of the date made and shall be true and correct on and as of the Closing Date and shall survive for a period of one (1) year thereafter.

4.6 Brokerage Fees. Neither Seller nor any of its affiliates has retained any financial advisor, broker, agent, or finder or paid or agreed to pay any financial advisor, broker, agent, or finder on account of this Agreement or any transaction contemplated hereby. Seller shall indemnify and hold harmless Buyer from and against any and all losses, claims, damages and liabilities (including legal and other expenses reasonably incurred in connection with investigating or defending any claims or actions) with respect to any finder's fee, brokerage commission or similar payment in connection with any transaction contemplated hereby asserted

by any person on the basis of any act or statement made or alleged to have been made by Seller or any of its affiliates.

4.8 No Conflicts or Defaults. Neither the execution, delivery, nor performance of this Agreement by Seller, nor the consummation of the sale and purchase of the Assets or any other transaction contemplated hereby, after the giving of notice, or the lapse of time, or both, (a) conflicts with, results in a breach of, or constitutes a default under, the organizational documents of Seller, or any Federal, state or local law, statute, ordinance, rule, or regulation, or any court or administrative order or process applicable to Seller; (b) conflicts with, constitutes grounds for termination of, results in a breach of, constitutes a default under, violates any right of first refusal or similar right granted to a third party under, or accelerates or permits the acceleration of any performance required by the terms of, any contract, agreement, arrangement, commitment, plan, instrument, license, or permit to which Seller is a party or by which Seller or the Assets are bound and which relates to the ownership or operation of the Stations or the Assets; or (c) results in the creation of any mortgage, pledge, lien, claim, liability, charge, condition, or encumbrance upon any of the Assets utilized or required in connection with the operation of the Stations, other than as expressly contemplated by this Agreement.

4.7 FCC Licenses. Assuming the due regularity of the FCC's processes in connection therewith, as to which Seller has no contrary knowledge; the FCC Licenses were validly issued and are in full force and effect. Other than the FCC Licenses and general business licenses required by local and state law, no franchises, licenses, permits, approvals, or authorizations issued are required in order for Seller to own and operate the Stations in the manner and to the full extent that they are operated on the date hereof and as they will be operated on the Closing Date, and none of the FCC Licenses are subject to any restriction or condition which would limit the full operation of the Stations as presently operated or as operated on the Closing Date, other than restrictions of general applicability to the TV or LPTV broadcasting industries as a whole. No action or proceeding is pending or, to the knowledge of Seller, threatened, by or before the FCC or by or before any other governmental body to revoke, refuse to renew, or modify the FCC Licenses, other than proceedings of general applicability affecting or purporting to affect all similarly-situated low power television ("LPTV") broadcasting stations.

4.8 Real Property. All leases included in the Assets are valid, binding, and enforceable in accordance with their terms, subject to applicable provisions of any subsequently-enacted landlord-tenant laws of the jurisdiction in which each such lease is to be performed. Seller is not in material breach, nor to the best of Seller's knowledge is any other party in material breach, of the terms of any such leases. Seller owns no real property in fee simple which is used in connection with the operation of the Stations. All utilities presently serving the Real Property are adequate to service the existing normal operations of the Stations.

4.9 No Litigation Or Violations of Law.

(a) Except for matters affecting the TV and/or LPTV broadcasting industries generally, to the knowledge of Seller, there is no litigation at law or in equity, no arbitration proceeding, and no proceeding before or by any court, commission, agency, or other administrative or regulatory body or authority, pending or threatened, which would reasonably be expected to have a material adverse effect upon the Stations.

(b) Seller owns and operates its properties and assets, and carries on and conducts the business and affairs of the Stations, in material compliance with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.

4.10 Intellectual Property. To the knowledge of Seller, the ownership and operation of the Stations and the Assets, as presently owned and operated, does not infringe upon nor conflict impermissibly in any material respect with any patent, trademark, trade name, service mark, brand name or copyright of any other person, firm, corporation, or entity.

4.11 Insurance. Seller shall self-insure all transmission equipment installed pursuant to Paragraph 2.1. Should any of such transmission equipment be damaged or destroyed prior to the transfer of title to Buyer of such property, Seller shall, at its sole expense, promptly replace or repair the damaged or destroyed property in a manner intended to minimize the off-air time experienced by Buyer with respect to any effected Station .

4.12 Environmental Matters.

(a) Seller is in compliance in all material respects with all applicable environmental and safety laws that relate to the Stations, the Real Property, the business or operation of the Stations, including but not limited to, possession of all, and compliance with any, permits or other authorizations of any governmental authority required under applicable environmental and safety laws or the terms and conditions thereof, except where noncompliance with environmental and safety laws, or failure to possess or comply with permits or other governmental authorizations is not reasonably likely to have a material adverse effect on the operations of the Stations.

(b) Seller has not received any communication or notice, whether from a governmental authority or any other person, alleging any violation of or noncompliance with any environmental and safety law by Seller or for which it is responsible, and which relate to the Real Property, the business or operations of the Stations.

(c) There is no pending or, to the knowledge of Seller, threatened claim, action, investigation or notice against or involving Seller relating to the Real Property, or the business or operations of the Stations by any person or entity alleging liability under or a violation of any environmental and safety law, or for investigatory, cleanup or governmental response costs, or

natural resources or property damages, or personal injuries, attorneys' fees or penalties relating to the presence or release into the environment of any materials of environmental concern at any location (an "Environmental Claim").

4.14 Taxes. Seller has filed or caused to be filed all Federal income tax returns and all other Federal, state, county, local, or city tax returns which are required to have been filed, and Seller has paid or caused to be paid all taxes shown on said returns or on any tax assessment received by Seller to the extent that such taxes have become due, or has set aside on its books reserves (segregated to the extent required by generally accepted accounting practices) deemed by Seller to be adequate with respect thereto and except as specified disclosed or scheduled there is no known, threatened or anticipated tax liability.

4.15 Reports. All material returns, reports, and statements which the Stations are currently required to have filed with the Commission or with any other governmental agency have been filed, and all material reporting requirements of the Commission and other governmental authorities having jurisdiction over the Stations have been complied with. All of such reports, returns, and statements are substantially complete and correct as filed.

ARTICLE 5 WARRANTIES OF BUYER

5.1 Corporate Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada.

5.2 Authority Relative to This Agreement. Buyer has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

5.3 Brokerage Fees. Neither Buyer nor any of its affiliates has retained any financial advisor, broker, agent, or finder or paid or agreed to pay any financial advisor, broker, agent, or finder on account of this Agreement or any transaction contemplated hereby. Buyer shall indemnify and hold harmless Seller from and against any and all losses, claims, damages and liabilities (including legal and other expenses reasonably incurred in connection with investigating or defending any claims or actions) with respect to any finder=s fee, brokerage commission or similar payment in connection with any transaction contemplated hereby asserted by any person on the basis of any act or statement made or alleged to have been made by Buyer or any of its affiliates.

ARTICLE 6 ADDITIONAL AGREEMENTS

6.1 Effect of Buyer's Default on LMA and Extended LMA.

(1) Definition of Default. Pursuant to the LMA and Extended LMA attached to this Agreement as Exhibit B, Buyer must pay the lease management fee on or before the fifteenth

calendar day of each month. If Seller does not receive the lease management fee by the twentieth day of the month, Seller shall send, by facsimile, written notice of non-payment to Buyer. If within twenty days from the date of Seller's facsimile, Seller does not receive payment of the overdue lease management fee in full, Seller may declare the LMA or Extended LMA with respect to such Station to be in default.

(2) Effect of Declaration of Buyer's LMA Default. In the event that Buyer is declared to be in default of an LMA or Extended LMA, Buyer's Initial Option or Extended Option, should either be in effect as to such Station, shall terminate and the Initial Option Fee and the Extended Option Fee, if applicable, shall be forfeited. In addition, such LMA shall immediately terminate.

6.2 Third Party Consents. Seller shall use its best efforts to obtain all consents, approvals, orders, authorizations, and waivers of, and to effect all declarations, filings, and registrations with, all third parties (including Governmental Entities) that are necessary, required, or deemed by Buyer to be desirable to enable Seller to transfer the Assets to Buyer as contemplated by this Agreement and to otherwise consummate the transactions contemplated hereby.

6.3 Best Efforts. Each party hereto agrees that it will not voluntarily undertake any course of action inconsistent with the provisions or intent of this Agreement and will use its best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary, proper or advisable under Applicable Laws to consummate the transactions contemplated by this Agreement.

6.4 Commission Consent.

(1) Commission Consent. Consummation of the purchase and sale provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the Commission shall have given its consent in writing, without any condition other than in the ordinary course that is materially adverse to Buyer or Seller, to the assignment of the Commission Authorizations to Buyer.

(2) Application for Commission Consent. Buyer and Seller shall jointly file with the FCC an application or applications (the "Applications") to request the FCC's consent to the voluntary assignment of the FCC Licenses from Seller to Buyer (the "FCC Consent"), within five (5) days after Buyer notifies Seller of its election to exercise its Initial Option or Extended Option to purchase a Station. Buyer and Seller shall each pay its own expenses in connection with the preparation and prosecution of the Applications, but Seller shall pay any filing fees associated with the Applications. Seller and Buyer shall prosecute the Applications to the FCC, including opposing any petitions to deny filed against any of the Applications, with all reasonable diligence, in order to obtain the FCC Consent promptly. If Commission reconsideration or review, or if judicial review, shall be sought with respect to the FCC Consent, by a third party or upon the Commission's own motion, Buyer and Seller shall cooperate in opposing such requests for Commission reconsideration or review or for judicial review.

(3) If the FCC Consent shall impose any condition upon any party hereto, such party shall use its best efforts to comply with such condition. If any party to this Agreement shall seek Commission reconsideration or review, or judicial review, of a materially adverse condition imposed by the Commission, the other party shall cooperate fully with the party seeking reconsideration or review of such condition; provided, however, that neither party shall seek or cause to be sought, without the prior written consent of the other party, Commission reconsideration or review, or judicial review, of any condition or qualification that is not a materially adverse condition. For purposes of this Agreement, a "materially adverse condition" shall not include (i) any condition generally applicable to the broadcast industry or a transaction of this kind, or (ii) any condition imposed as a result of any act or failure to act by Buyer.

6.5 Transfer of Certain Contracts. Seller agrees that between the date of the Buyer's notification of its election to exercise its Initial Option or Extended Option and the Closing Date it will use its best efforts to obtain or cause to be obtained the necessary consents to the transfer of the Tower Leases.

6.6 Public Announcements. Except as may be required by Applicable Law, neither Buyer nor Seller shall issue any press release or otherwise make any public statement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld).

6.7 Fees and Expenses. Except as otherwise expressly provided in this Agreement, all fees and expenses, including fees and expenses of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fee or expense, whether or not the Closing shall have occurred. Seller shall pay the filing fee required by the Commission when applying for consent to assign the license for the Stations.

6.8 Change of Station Call Letters. Upon the request of Buyer to change the call letters for the Stations to a new specified set of call letters, Seller shall apply and use its best efforts to obtain the call letters requested by Buyer.

6.9 DTV Displacement. In the event that a Station loses its construction permit or license due to a digital facility displacing the Station and the Station is unable to obtain a new frequency for broadcast, Buyer shall refund to Seller the construction costs paid pursuant to Paragraph 2.2, if any, as well as any Initial Option and Extended Option fees paid to Seller. The obligation of Seller to refund said amounts shall remain in effect until such time as Buyer or its assigns becomes Licensee of the Station.

6.10 Class A Application. During the effective term of this Agreement, should the Commission allow any of the LPTVs listed on Exhibit A to apply for Class A status, Seller shall diligently file for and prosecute the application process for any LPTVs that may qualify for Class A status.

6.11 Indemnification by Seller. Notwithstanding the Closing, Seller shall (subject to the provisions of Section 6.12 hereof) indemnify Buyer and hold Buyer harmless from and against, and shall reimburse Buyer for:

(a) any and all losses, liabilities, or damages resulting from any untrue representation, breach of warranty, or nonfulfillment of any covenant by Seller that survives the Closing contained herein or in any certificate, document, or instrument delivered or to be delivered to Buyer under this Agreement;

(b) any and all liabilities to third persons resulting from Seller's operation or ownership of the Assets or the Stations prior to the Closing Date, including any and all liabilities arising under the FCC Licenses or any assumed contracts which relate to events occurring prior to the Closing Date, except to the extent otherwise provided in this Agreement; and

(d) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, and expenses, including reasonable legal fees and expenses, incident to any of the foregoing.

6.12 Indemnification Limitations of Seller. Seller's obligation to indemnify Buyer and to hold Buyer harmless from and against, and to reimburse Buyer for, losses, liabilities, damages, obligations, actions, suits, proceedings, claims, demands, assessments, judgments, costs, and expenses, including reasonable legal fees and expenses (collectively, "Losses"), pursuant to Section 6.11 hereof, shall be subject to the following limitations:

(a) Buyer shall not be entitled to any indemnification from Seller with respect to matters under section 6.11 (a) and incident thereto under section 6.11(d) unless and until the total value of all of Buyer's claims for indemnification for Losses resulting from breaches of Seller's representations and warranties shall have exceeded Fifty Thousand Dollars (\$50,000), whereupon Seller shall then indemnify Buyer for all such claims in excess of Fifty Thousand Dollars (\$50,000).

(b) There shall be no indemnification threshold applicable to Buyer's rights with respect to matters brought under Sections 6.11 (b) or 6.11 (c) or incident thereto under section 6.11 (d).

(c) Buyer shall not be entitled to indemnification from Seller in excess of the amount of the Purchase Price.

(d) Buyer shall not be entitled to indemnification from Seller for any claim with respect to matters under Section 6.11 (a) and incident thereto under Section 6.11 (d) unless Buyer shall have notified Seller in writing of such claim for indemnification no later than the first anniversary of the Closing Date.

6.13 Indemnification by Buyer. Notwithstanding the Closing, Buyer shall (subject to the provisions of Section 6.14 hereof) indemnify Seller and hold Seller harmless from and against, and shall reimburse Seller for:

(a) any and all losses, liabilities, or damages resulting from any untrue representation, breach of warranty, or nonfulfillment of any covenant by Buyer that survives the Closing contained herein or in any certificate, document, or instrument delivered or to be delivered to Seller under this Agreement;

(b) any and all liabilities to third persons resulting from Buyer's operation or ownership of the Assets, or the Stations from and after the Closing Date, including any and all liabilities arising under the FCC Licenses or the Assumed Contracts which relate to events occurring on and after the Closing Date;

(c) any Assumed Contract Obligation; and

(d) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, and expenses, including reasonable legal fees and expenses, incident to any of the foregoing.

6.14 Indemnification Limitations of Buyer. Buyer's obligation to indemnify Seller and to hold Seller harmless from and against, and to reimburse Seller for, Losses pursuant to Section 6.13 hereof, shall be subject to the following limitations:

(a) Seller shall not be entitled to any indemnification from Buyer with respect to matters under Section 6.13 and incident thereto under Section 6.13 (d) unless and until the total value of all of Seller's claims for such indemnification by Buyer shall exceed Fifty Thousand Dollars (\$50,000), whereupon Buyer shall then indemnify Seller for all such claims in excess of Fifty Thousand Dollars (\$50,000).

(b) There shall be no indemnification threshold or limitation applicable to Seller's rights with respect to matters brought under Sections 6.13 (b) or 6.13 (c) or incident thereto under Section 6.13 (d).

(c) Seller shall not be entitled to indemnification from Buyer for any claims under Section 6.13 (a) and incident thereto under Section 6.13 (d) unless Seller shall have notified Buyer in writing of such claim for indemnification no later than the first anniversary of the Closing Date.

Indemnification Procedure. The provisions of Sections 6.11 and 6.13 hereof shall be as follows:

(a) The party claiming indemnification (the "Claimant") shall promptly give notice to the party from whom such indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties hereto or brought by a third party against Claimant, specifying in such notice (i) the factual basis for such claim, and (ii) the amount of the claim, if known. If the claim relates to an action, suit, or proceeding filed by a third party against Claimant, such notice shall be given by Claimant within five (5) business days after written notice of such action, suit, or proceeding was given to Claimant; provided, however, that failure of Claimant to give such notice within such five business day period shall limit Claimant's right to indemnification hereunder only to the extent the Indemnifying Party's defense of such claim is actually prejudiced by such delay.

(b) Following receipt of notice from Claimant of a claim, the Indemnifying Party shall have thirty (30) days in which to make such investigation of the claim as Indemnifying Party shall deem necessary or desirable. For the purposes of such investigation, Claimant agrees to make available to Indemnifying Party and/or to its authorized representative(s) the information relied upon by Claimant to substantiate the claim. If Claimant and Indemnifying Party shall have agreed at or prior to the expiration of the said thirty (30) day period (or any mutually agreed-upon extension thereof) to the validity and amount of such claim, Indemnifying Party shall immediately pay to Claimant the amount so agreed upon. If Claimant and Indemnifying Party shall not have agreed to the validity and amount of such claim within the said thirty (30) day period (or any mutually agreed-upon extension thereof), Claimant may seek appropriate legal remedy.

(c) With respect to any claim by a third party as to which Claimant is entitled to indemnification hereunder, Indemnifying Party shall have the right at its own expense to participate in or to assume control of the defense of such claim, and Claimant shall cooperate fully with Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by Claimant as the result of a request to Claimant by Indemnifying Party. If Indemnifying Party elects to assume control of the defense of any third-party claim, Claimant shall have the right to participate in the defense of such claim at Claimant's own expense; provided, however, that Claimant's participation shall not interfere with Indemnifying Party's defense of such claim. If Indemnifying Party does not elect to assume control or otherwise to participate in the defense of any third-party claim, Indemnifying Party shall be bound by the results obtained by Claimant with respect to such claim.

(d) If a claim, whether between the parties hereto or by a third party, shall require immediate action, the parties hereto will make every effort to reach a decision with respect thereto as expeditiously as possible.

(e) The indemnification rights provided in Sections 6.11 and 6.13 hereof shall extend to the members, partners, shareholders, directors, officers, employees, and representatives of Claimant, although for the purpose of the procedures set forth in this Section 6.15, any indemnification claims by such parties shall be made by and through Claimant.

Exclusive Remedy. After the Closing, the exclusive remedy of Seller or Buyer with respect to any claim of the type described in Section 6.11 or Section 6.13 shall be a claim for indemnification pursuant to the terms and conditions of this Section 6.15 .

ARTICLE 7 CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions:

7.1 Representations and Warranties True. All the representations and warranties of Buyer contained in this Agreement shall be true and correct.

7.2 Final Order of Commission. The grant by the Commission of the Assignment Application shall have become a Final Order.

ARTICLE 8 CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions:

8.1 Representations and Warranties True. All the representations and warranties of Seller contained in this Agreement shall be true and correct on and as of the Closing Date.

8.2 Final Order of Commission. The grant by the Commission of the Assignment Application shall have become a Final Order.

ARTICLE 9 MISCELLANEOUS

9.1 Notices. All notices, requests, demands, and other communications required or permitted to be given or made hereunder by any party hereto shall be in writing and shall be deemed to have been duly given or made if (i) delivered personally, (ii) transmitted by first class registered or certified mail, postage prepaid, return receipt requested, (iii) sent by prepaid overnight courier service, (iv) sent by telecopy or facsimile transmission, answer back requested, or (v) sent by electronic mail, with confirmation of receipt, to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

If to Buyer:

Una Vez Mas Holdings, LLC
8 Cerchio Alto
Henderson, NV 89011
Attn: Terry E. Crosby, Manager
Fax: 702-568-0745

Email: tcrosby@2830.net

With a required copy to:

Randy E. Nonberg, Esquire
15233 La Cruz Drive
Pacific Palisades, CA 90272
Fax: 310-573-1636
Email: rnonberg@udorealestate.com

If to Seller:

Mako Communications, LLC
Attn: Howard Mintz
710 Buffalo St.
Suite 204
Corpus Christi, Texas 78403
Fax: 361-883-3160
Email: minick@swbell.net

With a required copy to:

Michael Mintz
141 Kush Lane
Corpus Christi, Texas 78404
Email: mikemintz@hotmail.com

9.2 Entire Agreement. This Agreement, together with the Exhibits attached hereto constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

9.3 Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to the principles of the conflicts of laws.

9.4 Assignment. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns. Buyer may assign this Agreement, and all its rights hereunder, without the consent of Seller, to any entity in which Terry Crosby and/or Randy E. Nonberg cumulatively hold not less than twenty-five percent (25%) voting control. All other assignments hereof shall require the consent of Seller, which shall not be unreasonably withheld or delayed.

9.5 Specific Performance. Each of Buyer and Seller acknowledges and agrees that the Assets are unique and that Buyer would be damaged irreparably in the event Seller fails to transfer the Assets to Buyer upon satisfaction of the conditions set forth in Article 7 of this Agreement.

Accordingly, Buyer and Seller agree that Buyer shall be entitled to enforce specifically the provisions of of this Agreement and the terms and provisions hereof, upon satisfaction of the conditions set forth in Article 7.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

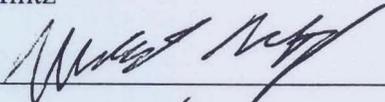
SELLER:

Lawrence Howard Mintz

By: 

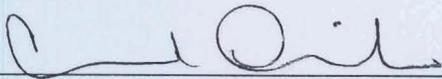
Date: 10/2/03

Michael Mintz

By: 

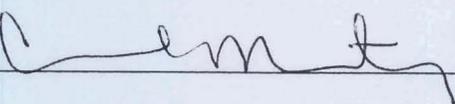
Date: 10/2/03

Amanda Orrick

By: 

Date: 10.2.03

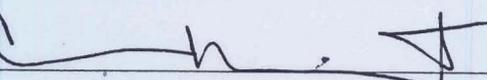
Mako Communications, LLC

By: 

Title: Member

Date: 10.2.03

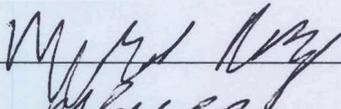
Brownsville Broadcasting, LLC

By: 

Title: Member

Date: 10/2/03

Centurion Communications, LLC

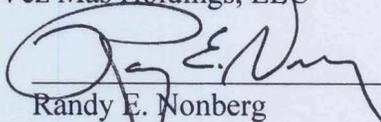
By: 

Title: MEMBER

Date: 10/2/03

BUYER:

Una Vez Mas Holdings, LLC

By: 
Randy E. Nonberg

Title: Executive Vice President

Date: 10/01/03

FIRST AMENDMENT TO ASSET PURCHASE AND LEASE MANAGEMENT AGREEMENT

First Amendment to ASSET PURCHASE and LEASE MANAGEMENT AGREEMENT ("Agreement") dated as of September 30, 2003, between Mako Communications, LLC, a Texas Limited Liability Company, Brownsville Broadcasting, LLC, a Texas Limited Liability Company, Centurion Communications, LLC, a Texas Limited Liability Company, Lawrence Howard Mintz, an individual residing in the State of Texas, Michael Mintz, an individual residing in the State of Texas, and Amanda Orrick, an individual residing in the State of Texas (collectively "Seller"), and Una Vez Mas Holdings, LLC, a Nevada Limited Liability Company ("Buyer").

RECITALS:

WHEREAS, Buyer and Seller wish to amend the Agreement as of today's date, February 3, 2004, by adding an additional Low Power Television Station, K57FE, McAllen, Texas to the group of Stations covered by the Agreement

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Seller and Buyer agree as follows:

- 1. Exhibit A to the Agreement is hereby amended and replaced by Exhibit A attached hereto.
- 2. All other provisions, obligations, terms and covenants of the Agreement remain in effect and are otherwise unchanged.

Mako Communications, LLC

By: [Signature]

Title: Member

Date: 3/29/04

BUYER:

Una Vez Mas Holdings, LLC

By: [Signature]

Title: Executive Vice President

Date: 2/26/04

EXHIBIT A

Station	Initial Option Fee	Extendl Optionee	Initial Option Purchase Price	Extended Option Purchase Price
K41HY-Midland	24,750	,462	470,250	516,038
K69IM-Lubbock	22,000	,300	418,000	458,700
K34GV-Alice	5,500	,325	104,500	114,675
KGBS-Victoria	5,500	,325	104,500	114,675
K69IH-Amarillo	13,750	,812	261,250	286,688
K64GI-Corpus Christi	27,500	,625	522,500	573,375
K64FM-Brown	41,250	,437	783,750	860,063
K31EX-San Ant	121,000	1	2,299,000	2,522,850
K57FE-McAllen	1	1	550,000	603,552.63