

PARTNERSHIP INTEREST REDEMPTION AGREEMENT
(Video 44, an Illinois general partnership)

THIS PARTNERSHIP INTEREST REDEMPTION AGREEMENT (“Agreement”) is made and entered into as of the 12th day of March, 2003 by and between Video 44, an Illinois general partnership (the “Partnership”) and Essaness Theatres Corporation, a Delaware corporation (“Essaness”).

RECITALS

WHEREAS, Essaness, Telemundo of Chicago, Inc., a Delaware corporation (“Telemundo”) and Video 44 Acquisition Corporation, an Illinois corporation (“Video 44 Corporation”) are the partners of the Partnership (the “Partners”), and Essaness, Telemundo and Video 44 Corporation collectively own one hundred percent (100%) of the Partnership interests of the Partnership, as more particularly described on Exhibit A attached hereto;

WHEREAS, the Partnership is governed by the Amended and Restated Partnership Agreement of the Partnership dated February 26, 1996 (the “Partnership Agreement”);

WHEREAS, Essaness, Telemundo and Video 44 Corporation agree that it is in the best interest of the Partnership for the Partnership to redeem from Essaness 1.99% of Essaness’ interest in the Partnership (“Redeemed Interest”) in exchange for the Partnership’s interest in the land and building located on that certain real property owned by the Partnership and more particularly described on Exhibit B attached hereto (“Partnership Property”);

WHEREAS, concurrently herewith, Telemundo and Essaness have entered into the Partnership Interest Purchase Agreement (“Purchase Agreement”) pursuant to which, immediately following the redemption contemplated hereunder, Telemundo shall purchase all of the remaining Partnership interests held by Essaness in exchange for cash (as more fully described in the Purchase Agreement) such that subsequent to the consummation of this Agreement and the Purchase Agreement, Essaness will no longer hold any interest in the Partnership (collectively, the redemption contemplated by this Agreement and the purchase of partnership interests contemplated by the Purchase Agreement are referred to as the “Transactions”);

WHEREAS, concurrent with the execution of this Agreement and the Purchase Agreement, the Partnership has delivered to Essaness a true and correct copy of a Consent of Partners substantially in the form attached hereto as Exhibit C (the “Partners’ Consent”), executed by the Partners approving the Transactions and authorizing the Partners to execute this Agreement and the Purchase Agreement on behalf of the Partnership and to take such other actions as are reasonably necessary or appropriate to consummate the Transactions;

WHEREAS, the Partnership is in the business of operating broadcast television station WSNS in Chicago, Illinois (the “Station”), which is licensed by the Federal Communications Commission (the “FCC”); and

WHEREAS, subject to all necessary consents of the FCC, the Partnership agrees to redeem from Essaness, and Essaness agrees to sell, assign and transfer to the Partnership, the Redeemed Interest.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

ARTICLE 1 REDEMPTION OF PARTNERSHIP INTEREST; CONSIDERATION

Section 1.1 Redemption.

Notwithstanding any provision in the Partnership Agreement to the contrary, for value received, the receipt and sufficiency of which are hereby acknowledged, upon the execution of this Agreement by the parties hereto, the Partnership hereby agrees to redeem the Redeemed Interest from Essaness at the Closing, and Essaness hereby agrees to assign and transfer the Redeemed Interest to the Partnership at the Closing. Such Redeemed Interest shall be deemed cancelled upon Closing.

Section 1.2 Consideration.

In exchange for receipt of the Redeemed Interest valued at \$5,000,000 (the “Redemption Value”), at Closing (as defined in Section 1.3 below), the Partnership shall transfer to Essaness (or its designee) all of the Partnership’s interest in the land and building comprising the Partnership Property (but excluding any personal property, equipment or fixtures designated by the Partnership as used in the operation of the Station), which transfer shall be evidenced by a Trustee’s Deed to Essaness (or its designee) executed and acknowledged by the Partnership in substantially the form attached hereto as Exhibit D (“Deed”).

Section 1.3 Closing.

The closing of the redemption and transfer provided for in this Agreement (the “Closing”) shall occur via facsimile or overnight mail immediately preceding the closing of the purchase of Essaness’ remaining partnership interests in the Partnership pursuant to the Purchase Agreement on the fifth (5th) Business Day after the day on which all of the conditions to closing set forth in Article 4 are satisfied or waived (other than receipt of the FCC Order (as defined below in Section 3.1(g)), which cannot be waived), or at such other date, time, place or manner as the parties may agree (the “Closing Date”).

Section 1.4 Assignment of Partnership Interest.

The redemption of the Redeemed Interest shall be evidenced by an Assignment of Partnership Interest in substantially the form attached hereto as Exhibit E.

Section 1.5 Prorations and Apportionments.

(a) All revenues and expenses of the Partnership Property shall be prorated and apportioned as of 11:59 p.m. on the Closing Date, so that the Partnership shall bear all expenses with respect to the Property and shall have the benefit of all income with respect to the Property for the period on or before the Closing Date. Any revenue or expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount and shall be subject to final proration outside of escrow sixty (60) days after the Closing Date or as soon thereafter as the precise amounts can be ascertained.

(b) Items to be prorated shall include, without limitation, real estate taxes, improvement district and other types of assessments and personal property taxes with respect to the Partnership Property (based on the most currently available assessed valuation, multiplier and tax rate), income and expenses under any service contracts or other types of contracts being assigned to Essaness and utility charges payable by the owner of the Partnership Property; provided, however, that the Partnership shall be responsible during the Temporary Use Period (as hereinafter defined) for the provision and payment of all utilities necessary for the operation of the Station during such period.

Section 1.6 Expenses.

In accordance with local custom, the Partnership shall pay (i) the premium for the issuance of the Title Policy (as hereinafter defined) insuring Essaness or its designee for the amount of the Redemption Value; provided, however that any endorsements to the Title Policy shall be paid for by Essaness in accordance with Section 4.2(c); (ii) Illinois State transfer taxes due and payable in connection with the transfer of the Partnership Property at the Redemption Value; (iii) Cook County transfer taxes due and payable in connection with the transfer of the Partnership Property at the Redemption Value; and (iv) one-half (1/2) of any escrow fees incurred in connection with the Transactions. All other premiums, taxes, fees, costs and expenses shall be paid for by Essaness. Essaness acknowledges that the structuring of the transaction contemplated by this Agreement to permit the transfer of the Partnership Property to a designee is for Essaness' benefit and agrees that all expenses or liabilities arising out of such a transfer in excess of the enumerated expenses above shall be the responsibility of Essaness. Subject to the foregoing, in the event Essaness requires the Partnership to transfer the Partnership Property to Essaness' designee rather than to Essaness, the transfer tax declarations to be executed and delivered by the Partnership in accordance with the provisions of Section 4.2(b) shall, at Essaness' request, reflect the consideration payable by such third party in connection with its acquisition of the Partnership Property.

ARTICLE 2 TAX MATTERS

Section 2.1 Distributive Share.

The parties agree that Essaness' distributive share of the Partnership's income, gain, loss, and deduction for the taxable year of such Partnership that includes the Closing Date shall be

determined on the basis of an interim closing of the books. The parties agree that the redemption of the Redeemed Interest shall be treated as a “current distribution” (within the meaning of Treasury Regulations Section 1.761-1(d)) in partial reduction of Essaness’ interest in the Partnership, and which is a distribution of property other than money for purposes of Section 731 of the Code.

Section 2.2 Tax Returns.

(a) Each Partner shall file all required Federal, state, and local income tax returns and related returns and reports in a manner consistent with the provisions of this Agreement and the Partnership Agreement and providing that the transactions contemplated under this Agreement shall have been completed prior to the consummation of the purchase of the Sellers' Interest under the Purchase Agreement, unless, in the exercise of such partner's reasonable discretion, applicable law requires different treatment. Should such partner determine that the law requires different treatment, such partner shall notify the other Partners as soon as is practicable after making such determination and prior to the filing of such returns. The Partners shall confer actively and in good faith to attempt to reach consensus on the proper tax treatment of the transactions for the purpose of making consistent tax filings. The Partners shall act reasonably in an effort to reach consensus, but no partner shall be required to file a return reflecting a treatment of the transactions that they reasonably believe is not in accordance with applicable law.

(b) In the event that a Partner does not comply with the preceding paragraph, the noncomplying Partner shall indemnify and hold the other Partners wholly and completely harmless from all cost, liability, and damage that such other Partners may incur (including, without limitation, incremental tax liabilities, legal fees, accounting fees, and other expenses) as a consequence of such failure to comply.

ARTICLE 3 REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 3.1 Reciprocal Representations, Warranties and Covenants.

The Partnership and Essaness each hereby represents, warrants and covenants to the other party that:

(a) Such party is (i) duly organized, validly existing and in good standing under the laws of the state in which it is organized and (ii) is duly qualified to conduct business and is in good standing under the laws of each jurisdiction in which it is required to be so qualified.

(b) Neither the execution nor the delivery of this Agreement, the incurrence of the obligations herein set forth, the consummation of the Transactions herein contemplated, nor the compliance with the terms of this Agreement will (i) conflict with, or result in a breach of, any of the terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, lease, or other agreement or instrument to which such party is a party or by which such party may be bound or (ii) violate any law or any term of any governing document of such party.

(c) Such party has the right, power, and authority to execute and enter into this Agreement and to execute all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement.

(d) Such party agrees and acknowledges that the Partnership has taken all action necessary to approve this transaction as evidenced by the Partners' Consent.

(e) Except for the FCC Consent and any approval or consent heretofore obtained, no approval or consent by any person or entity is required in connection with the execution or delivery of this Agreement by such party or the performance of such party's obligations under this Agreement.

(f) Neither such party nor any of its affiliates has entered into any contract or arrangement entitling any agent, broker, investment banker, financial advisor or other firm or person or entity to any brokers' or finders' fee or any other commission or similar fee in connection with the Transactions, except Salomon Smith Barney, the fees and expenses of which shall, subject to the provisions of the Reimbursement Side Letter (as defined below in Section 5.2), be paid by Essaness.

(g) Within five (5) business days of the execution of this Agreement, Essaness and Telemundo shall prepare and file with the FCC a complete and accurate application requesting the FCC Order (as defined below) consenting to the redemption of the Redeemed Interest by the Partnership as contemplated herein (the "FCC Application"). The parties may use the FCC's "short form" assignment procedures pursuant to 47 C.F.R. Section 73.3540(f). Essaness and Telemundo shall each pay one-half of all FCC filing fees in connection with the FCC Application. Each party shall notify the other party hereto in the event it becomes aware of any facts, actions, communications or occurrences that might directly or indirectly affect the parties' ability to obtain the FCC Order (as defined below). Each party shall diligently take all necessary, desirable and appropriate actions, provide any additional information reasonably required or requested by the FCC and otherwise use its best efforts to obtain the FCC Order. Each party shall oppose any petitions to deny or other objections filed with respect to the FCC Application, *provided, however*, that it shall not have any obligation to participate in any formal hearing on the FCC Application or to pay a third party as authorized by 47 C.F.R. Section 73.3525(a) or by any other FCC order to obtain an FCC Order or to dismiss an objection to the FCC Application. "FCC Order" means an order or orders of the FCC, or of its staff, acting under delegated authority, consenting to the redemption of by the Partnership of the Redeemed Interest, as proposed in the FCC Application, without conditions which are materially adverse to the Partnership except any such conditions expressly accepted by the Partnership and Telemundo in writing.

Section 3.2 Additional Representations, Warranties and Covenants of Essaness.

Essaness hereby represents, warrants and covenants to the Partnership that:

(a) Essaness (i) owns the legal, beneficial and equitable title to the Redeemed Interest free and clear of any and all liens, claims, encumbrances, and adverse equities and had

the unrestricted right to sell the Redeemed Interest, (ii) has not granted to any other person or entity any options, warrants, rights to vote or rights to any economic benefits with respect to the Redeemed Interest, (iii) has not taken any action as a general partner of the Partnership purporting to bind the Partnership except as expressly authorized under the Partnership Agreement, and (iv) subsequent to the closing of the Transactions, Essaness will not own any interest whatsoever in the Partnership.

(b) Intentionally deleted.

(c) The Partnership shall have the right to continue operation of the Station from the Partnership Property from the Closing Date through the date that the Partnership completes its relocation of the Station to an alternative location. The Partnership shall be entitled to use the Partnership Property for the period from the Closing Date through July 1, 2003 (the "Initial Temporary Use Period"), without payment of rent for the period from the Closing Date through May 31, 2003, and with the payment of rent equal to \$25,000 for the period commencing June 1, 2003 through July 1, 2003; *provided* that such rent payment shall be paid to Essaness on June 1, 2003; and *provided, further*, that in the event the Partnership vacates the Partnership Property prior to July 1, 2003, Essaness shall refund to the Partnership a pro rata portion of such rent payment for the remainder of the month on the date the Partnership vacates the Partnership Property. In the event that the relocation of the Station is not completed prior to the end of the Initial Temporary Use Period, the Partnership shall pay rent for the Partnership Property at the rate of \$1700 per day for any continued use of the Partnership Property from July 2, 2003 through September 1, 2003 (the "Final Temporary Use Period"). The Partnership shall vacate the Partnership Property before the end of the Final Temporary Use Period. Any transfer of the Partnership Property to a third party designee permitted under this Agreement shall be made expressly subject to the rights of the Partnership under this Section 3.2(c), and, at the option of Essaness or the Partnership, the parties shall enter into a lease agreement incorporating the provisions of this Section 3.2(b) and such other terms as may be customary for commercial leases of properties similar to the Partnership Property in the Chicago metropolitan area.

(d) The Partnership agrees that, in the event of breach or threatened breach of Section 3.2(c), the damage or imminent damage to Essaness will be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Accordingly, the Partnership agrees that Essaness shall be entitled to seek injunctive relief in the event of any breach or threatened breach of Section 3.2(c), in addition to any other relief (including damages) available to Essaness under this Agreement or under applicable law.

Section 3.3 Additional Representations, Warranties and Covenants of the Partnership.

(a) For purposes of this Agreement:

"Environmental Claim" shall mean any claim, action, investigation or notice alleging liability (i) under or as a result of a violation of any Environmental Laws, (ii) for investigatory, cleanup or governmental response costs, or (iii) for natural resources or property damages,

attorneys' fees or penalties relating to the presence or release into the environment of any Materials of Environmental Concern.

"Environmental Laws" shall mean each and every federal, state, local and foreign law, statute, treaty, order, consent, authorization, and regulation relating to pollution, protection or preservation of the environment including ambient air, surface water, ground water, land surface or subsurface strata, and natural resources, and including each law relating to the use of Materials of Environmental Concern or the preservation of the environment.

"Materials of Environmental Concern" shall mean hazardous or toxic substances or material defined or regulated under § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 6901-6992k; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2671; the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-11; the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001-11050; or any similar federal or state laws.

(b) The Partnership hereby represents, warrants and covenants to Essaness that, from February 26, 1996, through the date of this Agreement:

(i) It has not done any act which would have an impact on the Partnership Property under Environmental Laws, or any other laws, statutes, ordinances, rules, regulations or orders (including applicable zoning, building and fire regulations), except where such action is not reasonably likely to have a material adverse effect;

(ii) It has not received any communication or notice from any governmental authority alleging any material violation of or noncompliance with any Environmental Laws by it or for which it is responsible which relate to the Partnership Property;

(iii) There are no pending or, to its knowledge, threatened material Environmental Claims against or involving the Partnership which relate to the Partnership Property;

(iv) The Partnership shall use all commercially reasonable efforts to relocate the operations of the Station from the Partnership Property prior to the end of the Initial Temporary Use Period, and shall relocate the operations of the Station from the Partnership Property prior to the end of the Final Temporary Use Period; and

(v) There are no personal property leases or other contracts, agreements, or commitments to which the Partnership is a party as of the date hereof, which relate to the Partnership Property except for those which will be terminated without penalty or delay upon termination of the Final Temporary Use Period or upon any earlier date on which the Partnership ceases to use the Partnership Property and without cost or expense to Essaness.

(c) The Partnership agrees that, in the event of breach or threatened breach of Section 3.3(b)(iv), the damage or imminent damage to Essaness will be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Accordingly, the

Partnership agrees that Essaness shall be entitled to seek injunctive relief in the event of any breach or threatened breach of Section 3.3(b)(iv), in addition to any other relief (including damages) available to Essaness under this Agreement or under applicable law.

Section 3.4 Minimum Essaness Distribution

The Partnership will pay the “Minimum Essaness Distribution” (as defined in the Partnership Agreement) and any consultants’ fees or other amounts payable to Essaness under the terms of the Partnership Agreement (collectively, the “Essaness Partnership Payments”) through the Closing Date, and Essaness waives any right under the Partnership Agreement or otherwise to receive any further Essaness Partnership Payments with respect to the Redeemed Interest or otherwise for any period after the Closing Date. To the extent that the Partnership has made Essaness Partnership Payments for any period that extends beyond the Closing Date, the purchase price for Essaness’ remaining partnership interests under the Purchase Agreement shall be adjusted as provided in Section 3.4 of the Purchase Agreement.

Section 3.5 Release.

For and in consideration of the agreements and covenants contained herein, the sufficiency of which is hereby acknowledged, effective upon Closing each party hereto (a “Releasing Party”) hereby releases, acquits and forever discharges the other party, its present and former officers, directors, stockholders (including controlling stockholders), partners, members, managers, attorneys, agents, representatives, trustees, affiliates, subsidiaries and employees and its successors and assigns (each, a “Released Party”), of and from any and all manner of action or actions, cause or causes of action, demands, rights, damages, debts, dues, sums of money, accounts, reckonings, costs, expenses, responsibilities, covenants, contracts, controversies, agreements and claims whatsoever, whether known or unknown, which the Releasing Party ever had, now has, or which it, its successors or assigns hereafter may have or shall have against any Released Party arising out of any matter, cause, acts, conduct, claims or event related to or arising out of actions of the Partnership, the Partnership Agreement (including the Buy-Sell Process (as defined in the Purchase Agreement)) or this Agreement, or with respect to the Redeemed Interest, the Minimum Essaness Distribution, or, subject to Section 5.9, the Partnership Property, from the beginning of the World to and including the Closing Date; provided, however, that the foregoing release shall not apply to (i) rights and obligations of the Releasing Party under this Agreement, the Purchase Agreement, the Reimbursement Side Letter or any other documents and instruments contemplated under the foregoing agreements and/or executed and delivered at the Closing; (ii) Environmental Claims to the extent attributed to actions or omissions of the Partnership with respect to the Partnership Property between February 26, 1996 and the Closing Date; (iii) rights of Essaness under Section 4.9 of the Partnership Agreement as in effect as of the Closing Date (it being understood that no subsequent revision to Section 4.9 of the Partnership Agreement shall impact the rights of Essaness); (iv) claims related to or arising out of any Released Party’s actions purporting to bind the Partnership without express authorization; or (v) rights of Essaness to examine and copy (at its own cost and expense) the books and records of the Partnership during reasonable business hours for purposes reasonably related to the ownership and disposition of its interest in the Partnership.

Section 3.6 Rights of Access

(a) From the date hereof through the Closing Date, Essaness (and its agents and representatives) shall have the right, subject to the terms of this Section 3.6, to enter upon and inspect the Partnership Property. Essaness's right of inspection pursuant to this Section 3.6 is and shall remain subject to the rights of the Partnership and other occupants and users of the Partnership Property and shall in no event materially interfere with the Partnership's operation of the Station on the Partnership Property. No inspection shall be undertaken without twenty-four (24) hours' prior notice to the Partnership. The Partnership or the Partnership's representative shall have the right to be present at any or all inspections. Essaness shall obtain the written consent of the Partnership in advance of any inspection which will involve the taking of samples or other physically invasive procedures. Upon the completion of any inspection or test, Essaness shall restore the Partnership Property to its condition immediately prior to such inspection or test. Essaness shall maintain, and shall assure that its contractors maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Essaness and its agents, employees or contractors, arising out of any entry or inspections of the Partnership Property pursuant to the provision hereof, and Essaness shall provide the Partnership with evidence of such insurance coverage upon request by the Partnership, but in all events prior to any physically invasive activity on the Partnership Property.

(b) Notwithstanding anything to the contrary contained in this Agreement, Essaness shall indemnify, defend (with counsel reasonably acceptable to the Partnership) and hold the Partnership and its employees and agents harmless from and against any and all loss, cost, expense, liability, damage, cause of action or claim (including, without limitation, attorneys' fees incurred in connection therewith) arising out of or resulting from Essaness's exercise of its rights of entry upon and inspection and testing of the Partnership Property as provided for in this Section 3.6, and such indemnity shall survive the Closing and any termination of this Agreement.

ARTICLE 4 CONDITIONS TO CLOSING

Section 4.1 Conditions to the Partnership's Obligation to Close.

The obligations of the Partnership to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived by the Partnership in writing:

(a) Representations, Warranties and Covenants. (i) All of the representations and warranties of Essaness in this Agreement shall have been true and correct in all respects (considered collectively) as of the date of this Agreement and shall be true and correct in all material respects (considered collectively) as of the Closing Date, except for inaccuracies or breaches that could not reasonably result in a material adverse effect on the Partnership's financial condition or results of operations or Essaness' ability to perform its obligations under this Agreement and the Purchase Agreement; and (ii) Essaness shall have performed, in all material respects (considered collectively and individually), all covenants and obligations in this Agreement required to be performed by Essaness as of the Closing Date;

(b) Documents. Essaness shall have delivered to the Partnership the following documents: (i) the Assignment of Partnership Interest; (ii) a certificate executed on behalf of Essaness by its President, certifying the matters in Section 4.1(a); (iii) executed transfer tax declarations as may be required under applicable law; (iv) a countersigned copy of the owner's affidavit (the "Owner's Affidavit") in the form attached as Exhibit G or such other form as may be approved in writing by the Partnership, if required by the title company; (v) an executed gap indemnity (the "Gap Indemnity") in favor of the title company in form and substance acceptable to Essaness (if required by the title company) and the Partnership; and (vi) such other information as the title company may reasonably request, provided, however, that in no event shall Essaness be required to provide any further indemnifications or incur any additional expenses in connection with the provision of such information; and

(c) Essaness' Partner Consent not Revoked. Essaness shall not have revoked the Partners' Consent.

Section 4.2 Conditions to Essaness' Obligation to Close.

The obligations of Essaness to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived by Essaness in writing:

(a) Representations, Warranties and Covenants. (i) All of the representations and warranties of the Partnership in this Agreement shall have been true and correct in all material respects (considered collectively) as of the date of this Agreement and shall be true and correct in all material respects (considered collectively) as of the Closing Date, except for inaccuracies or breaches that could not reasonably result in a material adverse effect on the Partnership's ability to perform its obligations under this Agreement and the Purchase Agreement; and (ii) the Partnership shall have performed, in all material respects (considered collectively and individually), all covenants and obligations in this Agreement required to be performed by the Partnership as of the Closing Date;

(b) Documents. The Partnership shall have delivered to Essaness the following documents: (i) the Deed; (ii) a certificate executed on behalf of Partnership by its duly authorized representative, certifying the matters in Section 4.2(a); (iii) a closing statement setting forth the appropriate closing prorations and closing costs in form and substance reasonably acceptable to Essaness; (iv) executed transfer tax declarations as may be required under applicable law; (v) an executed FIRPTA Certificate in the form attached as Exhibit F; (vi) an executed Owner's Affidavit; (vii) either (a) a release from the State of Illinois Department of Revenue stating that there are no taxes due by the Partnership to the State of Illinois under Section 5(j) of the Illinois Retailers Occupation Tax or Section 902(d) of the Illinois Income Tax Act and any similar clearance letter issued by the City of Chicago Department of Revenue with respect to equivalent ordinance in effect in Chicago, or (b) evidence that such a release was requested and no response was received within the applicable time periods under such statutes and ordinances, or (c) an indemnity covering any and all liabilities that may arise under such statutes and ordinances; (viii) a final water meter reading and a copy of the final water bill stamped "paid" by the Chicago Department of Water; provided, however, that in the event a final

water meter reading and a copy of the final water bill stamped "paid" is not issued by the Department Chicago on or prior to the Closing Date, then the Partnership shall provide an indemnity to Essaness covering any and all liabilities which may arise in connection with the failure to pay such water bill; (ix) an executed Gap Indemnity; and (x) such other information as the title company may reasonably request, provided, however, that in no event shall the Partnership be required to provide any further indemnifications or incur any additional expenses in connection with the provision of such information.

(c) Title Insurance Policy. The Partnership shall have caused to be delivered or committed to be delivered to Essaness (or its designee) an ALTA coverage owner's policy of title insurance (the "Title Policy") in an amount equal to the Redemption Value issued by a title company reasonably acceptable to the Partnership and Essaness and subject only to the printed exceptions and conditions customarily set forth in a standard form of ALTA owner's policy and the title exceptions set forth in Exhibit H. At Essaness' election, Essaness may request policy endorsements of Essaness' selection, provided that (i) such items are obtainable without an indemnification or other liability undertaking by the Partnership other than as expressly set forth in the Owner's Affidavit; (ii) Essaness pays for the additional premium and other costs associated therewith; and (iii) the obtaining of such endorsements will not otherwise delay the Closing; and

(d) Telemundo Affiliate Partner Consents not Revoked. Neither Telemundo nor Video 44 Corporation shall have revoked the Partners' Consent.

Section 4.3 Conditions to Obligations of Each Party to Close.

The respective obligations of each party to this Agreement to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following condition(s), any of which may be waived by the Partnership or Essaness (except for the requirement to obtain the FCC Order), as applicable, in writing to the extent permitted by law:

(a) Effectiveness of the Purchase Agreement. The Purchase Agreement shall not have been terminated in accordance with Section 5.1 thereof; and

(b) FCC Final Order. The FCC shall have granted the FCC Order consenting to the redemption contemplated by this Agreement, and that FCC Order shall have become a Final Order, or the Partnership shall have waived the requirement that the FCC Order be granted or shall have become a Final Order.

ARTICLE 5 MISCELLANEOUS

Section 5.1 Governing Law.

The rights and obligations of the parties shall be governed by and this Agreement shall be construed and enforced in accordance with the law of the State of Illinois without reference to principles of conflict of laws thereof.

Section 5.2 Attorneys' Fees.

Subject to the requirements of Section 5.10, if any party brings any suit, action, counterclaim, or arbitration proceeding to enforce the provisions of this Agreement or the fee reimbursement side letter dated November 27, 2002 by and between National Broadcasting Company, Inc. and Essaness (the "Reimbursement Side Letter") (including without limitation enforcement of any award or judgment obtained with respect to this Agreement), the prevailing party shall be entitled to recover a reasonable allowance for attorneys' fees and litigation expenses in addition to court or arbitration costs.

Section 5.3 Entire Agreement.

This Agreement, the Purchase Agreement, the Reimbursement Side Letter and the other documents and agreements contemplated in this Agreement constitute the entire agreement between and among the parties with regard to the subject matter hereof. This Agreement supersedes all previous agreements between or among the parties.

Section 5.4 Amendment; Waiver.

This Agreement shall not be changed or modified, in whole or in part, except by supplemental agreement signed by the parties. Either party may waive compliance by any other with any of the covenants or conditions herein, but no waiver shall be binding unless executed in writing by the party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 5.5 Construction.

The parties hereto agree that each party has received and reviewed this Agreement, and agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any of amendments or exhibits hereto.

Section 5.6 Successors and Assigns.

This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 5.7 Parties in Interest.

Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement. No provision of this Agreement shall give any third persons any right of subrogation or action over or against any party to this Agreement.

Section 5.8 Notice.

Any notice required or permitted to be given hereunder shall be sufficient if in writing and (a) delivered in person or by express delivery or courier service, (b) sent by facsimile, or (c) deposited in the mail registered or certified first class, postage prepaid and return receipt requested (*provided* that any notice given pursuant to clause (b) is also confirmed by the means described in clause (a) or (c)) to such address or facsimile of the party set forth below or to such other place or places as such party from time to time may designate in writing in compliance with the terms hereof. Each notice shall be deemed given when so delivered personally, or sent by facsimile transmission, or, if sent by express delivery or courier service one (1) Business Day after being sent, or if mailed, five (5) Business Days after the date of deposit in the mail. A notice of change of address or facsimile number shall be effective only when done in accordance with this Section 5.8.

If to the Partnership: Video 44
c/o National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, NY 10112
Attn: Bruce Campbell
Telephone: (212) 664-3302
Facsimile: (212) 664-4766

With copies to: National Broadcasting Company, Inc.
Law Department
30 Rockefeller Plaza
New York, NY 10112
Attn: Vice President, Corporate & Transactions Law
Telephone: (212) 664-3307
Facsimile: (212) 664-2147

If to Essaness : Essaness Theatres Corporation
31 Rancho San Carlos Road
Carmel, CA 93923
Attn: Alan Silverman
Telephone: (831) 624-7877
Facsimile: (831) 626-2803

With copies to: Neal, Gerber & Eisenberg
Two North LaSalle Street
Chicago, IL 60602
Attn: Ross D. Emmerman
Telephone: (312) 269-8051
Facsimile: (312) 269-1747

Section 5.9 Survival of Representations; No Other Representations or Warranties.

All representations, warranties and agreements made herein by the parties hereto shall survive the date first set forth above and any investigations made by or on behalf of the parties. Except for the representations, warranties and agreements of the Partnership under Section 3.3, the Partnership makes no other or further representations, warranties or agreements of any sort whatsoever. Except for the representations, warranties and agreements of the Partnership under Section 3.3, Essaness is relying entirely on Essaness' own investigations and examinations as to the physical condition and every other aspect of the Partnership Property, including, without limitation the environmental condition of the Partnership Property and its conformity to applicable laws or Essaness' intended future use. Essaness acknowledges that it is accepting the Partnership Property on an "AS IS, WHERE IS" basis, except as specifically represented and warranted in Section 3.3, without any implied warranties, and, except for Environmental Claims to the extent attributed to actions or omissions of the Partnership with respect to the Partnership Property between February 26, 1996 and the Closing Date, Essaness is completely at risk with respect to all attributes and conditions, latent or otherwise, of the Partnership Property. The Partnership does not warrant the Partnership Property to be free of defects and Essaness expressly accepts the possibility of such defects.

Section 5.10 Disputes and Arbitration.

(a) Any claim that a party has breached this Agreement shall be resolved exclusively by confidential and binding arbitration before a single arbitrator under the auspices of the American Arbitration Association pursuant to its commercial arbitration rules then in effect. The decision that results from an arbitration proceeding may be submitted to any authorized court of law to be confirmed and enforced.

(b) The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the suing party, to submit the controversy or claim to arbitration or reference if the other party contests the lawsuit. Nothing in this Section 5.10 shall prohibit any party from being entitled to

seek injunctive or other equitable relief from a court of competent jurisdiction in the event of any breach or threatened breach of a provision hereunder for which the remedy at law or in damages may be inadequate.

Section 5.11 Titles and Captions.

Article, Section, and subsection titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provisions.

Section 5.12 Further Assurances.

Each party agrees (a) to furnish upon request to each other party and within a reasonable period of time such further information, (b) to execute and deliver to each other party such other documents, and (c) to do such other acts and things, all as another party may reasonably request for the purpose of carrying out the intent of this Agreement and the Transaction.

Section 5.13 Severability.

If any term or provision of this Agreement, as applied to either party or to any circumstance, is declared by a court of competent jurisdiction to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 5.14 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 5.15 Incorporation by Reference.

Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

Section 5.16 Confidentiality.

(a) Essaness recognizes and acknowledges that it has had access to certain Confidential Information of the Partnership. Essaness agrees that it shall not in the future disclose such Confidential Information to any person or entity, for any purpose or reason whatsoever, except (i) to authorized officers, directors and employees of Essaness and (ii) to counsel and other advisers to Essaness, including, without limitation, Salomon Smith Barney

provided that such advisers agree to keep such information confidential as set forth in the provisions of this Section 6.16(a).

(b) "Confidential Information" shall mean all trade secrets and other confidential and/or proprietary information of Telemundo or the Partnership, including information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, financial projections, cost summaries, pricing formula, contract analyses, financial information, projections, confidential filings with any state or federal agency, the Partnership Agreement, the Affiliation Agreement with Telemundo Networks LLC, information related to the Buy-Sell Process, and all other confidential concepts, methods of doing business, ideas, materials or information prepared or performed for, by or on behalf of such person or entity by its employees, officers, directors, agents, representatives, or consultants. Information shall not be deemed Confidential Information for the purposes of this Section 5.16 if (i) such information becomes available to or known by the public generally through no fault of Essaness; (ii) disclosure is required by law or the order of any governmental authority under color of law, *provided, however*, that prior to disclosing any information pursuant to this clause (ii), Essaness shall, if possible, give prior written notice to the Partnership and, at the Partnership's election, either provide the Partnership with the opportunity to contest such disclosure or seek to obtain a protective order narrowing the scope of such disclosure and/or use of the Confidential Information; (iii) Essaness reasonably believes that such disclosure is required in connection with the defense of a lawsuit against it; or (iv) such information would not reasonably be considered by a reasonable person to be confidential or proprietary under the circumstances. Nothing herein shall be construed as prohibiting either party from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages.

(c) Essaness agrees that, in the event of breach or threatened breach of this Section 5.16, the damage or imminent damage to the Partnership will be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Accordingly, Essaness agrees that the Partnership shall be entitled to seek injunctive relief in the event of any breach or threatened breach of this Section 5.16, in addition to any other relief (including damages) available to the Partnership under this Agreement or under applicable law.

Section 5.17 Press Releases.

None of Essaness, the Partnership, Telemundo, Video 44 Corporation, nor any of their respective officers, directors, employees or affiliated entities over which such party holds management control shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of all parties to this Agreement, *provided, however*, that nothing contained herein shall prevent any party from promptly making all filings with governmental authorities, including without limitation the FCC, or securities exchanges as may, in its judgment, be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the Transactions or by law or the rules and regulations of any securities exchange. Each of Essaness, Telemundo, Video 44 Corporation shall use commercially reasonable efforts to cause any affiliated entities over which such party does not hold management control to comply with the provisions of this Section 5.17.

Section 5.18 Indemnification.

(a) Essaness shall indemnify, defend and hold harmless the Partnership and its representatives from and against any and all damages, whether or not involving a third party claim, including attorneys' fees arising out of, relating to or resulting from (i) any breach of a representation, warranty or covenant of Essaness contained in this Agreement or in any other document delivered by Essaness in connection with the closing of the Transactions, or (ii) any amount owed by Essaness to the Partnership for prorations or adjustments pursuant to Section 1.5 of this Agreement; provided, however, that in no event shall the aggregate liability for Essaness with respect to the Transactions exceed three million dollars (\$3,000,000), except that, with respect to any damages arising out of a claim described in Section 3.5(iv), the aggregate liability for Essaness with all other claims hereunder shall not exceed the aggregate consideration received by Essaness under this Agreement and the Purchase Agreement.

(b) The Partnership shall indemnify, defend and hold harmless Essaness and its representatives from and against any and all damages, whether or not involving a third party claim, including attorneys' fees arising out of, relating to or resulting from (i) any breach of a representation, warranty or covenant of the Partnership contained in this Agreement or in any other document delivered by the Partnership in connection with the closing of the Transactions, (ii) any amount owed by the Partnership to Essaness for prorations or adjustments pursuant to Section 1.5 of this Agreement, or (iii) any Environmental Claims to the extent attributed to actions or omissions of the Partnership with respect to the Partnership Property between February 26, 1996 and the Closing Date; provided, however, that in no event shall the collective liability for the Partnership under this Section 5.18(b) and for Telemundo pursuant to Section 6.18(b) of the Purchase Agreement with respect to the Transactions exceed three million dollars (\$3,000,000), except that, with respect to any damages arising out of an Environmental Claim under subclause (iii) above, the aggregate liability for the Partnership with all other claims hereunder or under the Purchase Agreement shall not exceed the amount of the Redemption Value.

[Signatures Follow On a Separate Page]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by their respective members, directors, officers or managers thereunto duly authorized all as of the date first written above.

ESSANESS:

Essaness Theatres Corporation

By: _____
Alan T. Silverman, President

PARTNERSHIP:

Video 44

By: **Telemundo of Chicago, Inc.,**
its general partner

By: _____

Name: _____

Title: _____

TELEMUNDO OF CHICAGO, INC.

**JOINS IN THE EXECUTION AND DELIVERY OF THIS AGREEMENT
SOLELY FOR THE PURPOSE OF SECTIONS 3.1(g) AND 5.17**

Telemundo of Chicago, Inc.

By: _____

Name: _____

Title: _____

VIDEO 44 ACQUISITION CORPORATION
JOINS IN THE EXECUTION AND DELIVERY OF THIS AGREEMENT
SOLELY FOR THE PURPOSE OF SECTION 5.17

Video 44 Acquisition Corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
PARTNERSHIP INTEREST

Partner	Percentage Interest (pre-redemption)	Percentage Interest (post-redemption)
Essaness	25.5%	23.99 %
Telemundo	24.5%	24.99 %
Video 44 Corporation	50.0%	51.02 %
Total	100.0%	100.00 %

EXHIBIT C

PARTNERS' CONSENT

This Consent of Partners (the "Consent") by the undersigned partners (the "Partners") of Video 44, an Illinois general partnership (the "Partnership") is entered into as of March 12, 2003.

WHEREAS, the Partners are all of the partners of the Partnership;

WHEREAS, the Partners deem it to be in the best interest of the Partnership for (i) the Partnership to enter the Partnership Redemption Agreement ("Redemption Agreement") pursuant to which the Partnership shall redeem 1.99% of the Partnership interests held by Essaness Theatres Corporation, an Illinois corporation ("Seller") in exchange for distribution to Seller of the Partnership Property (as defined in the Redemption Agreement); and (ii) for Telemundo of Chicago, Inc., to purchase from Seller Seller's entire remaining interest in the Partnership ("Seller's Interest") pursuant to the terms and conditions of the Partnership Interest Purchase Agreement ("Purchase Agreement") (collectively, the "Transactions");

NOW, THEREFORE, the Partners hereby resolve as follows:

RESOLVED, that the Transactions are hereby approved.

RESOLVED, that the General Partners are hereby authorized and directed to take such steps as are reasonably necessary or appropriate to consummate the Transactions, including (but not limited to), executing and delivering the Redemption Agreement and the Purchase Agreement (with such modifications to such agreements as the General Partners may agree to, provided the final Redemption Agreement and the final Purchase Agreement is in substantially the form previously delivered to the Partners) and other documents contemplated thereby on behalf of the Partnership.

This Consent may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature of a Partner transmitted by facsimile shall be sufficient for such Partner to grant his or her assent to this Consent.

IN WITNESS WHEREOF, the Partners have executed this Consent as of the date first set forth above.

PARTNER	% PARTNERSHIP INTEREST OWNED
Video 44 Acquisition Corporation, an Illinois corporation	50%
By: _____	
Name: _____	
Title: _____	
Essaness Theatres Corporation, a Delaware corporation	25.5%
By: _____	
Alan T. Silverman, President	
Telemundo of Chicago, Inc., a Delaware corporation	24.5%
By: _____	
Name: _____	
Title: _____	

EXHIBIT E

ASSIGNMENT OF PARTNERSHIP INTEREST

For value received, Essaness Theatres Corporation, hereby assigns, transfers, grants, and conveys to Video 44, an Illinois general partnership, a 1.99% partnership interest in that certain partnership known as Video 44, an Illinois general partnership.

EXECUTED as of this ____ day of March 2003 at Carmel, California.

Essaness Theatres Corporation

Alan T. Silverman, President