

AFFILIATE AIR TIME AGREEMENT

This Air Time Agreement is between America's Collectibles Network, Inc., 10001 Kingston Pike, Suite 57, Knoxville, Tennessee 37922 ("ACN") and Cocola Broadcasting Companies, 706 West Herndon Ave. Fresno, CA. 93650-1033

In consideration of the mutual covenants and agreements herein contained, ACN, which owns and controls a service consisting of a video and audio feed of transactional and home shopping programming (the "Service"), agrees to purchase from AFFILIATE, and AFFILIATE agrees to provide to ACN air time as herein specified, all in accordance with the terms and provisions as described below:

<u>Days</u>	<u>Time</u>	<u>Channel Position/s</u>
Monday – Friday	10A – 7P PDT	43
Sat & Sunday	1P – 7P PDT	43

TERM:

Start date June 18, 2006 through termination date of June 17, 2007.

This Agreement will renew automatically for one-year terms unless either party terminates the Agreement in writing at least thirty (30) days prior to the end of any term.

CURRENT SUBS:

AFFILIATE covenants and warrants that the programming is received and will through the entire term of this Agreement, including any option terms, by at least 252,370 cable TV subscribers ("Subscribers"). The Subscribers shall only include occupied residential locations where the Service is intentionally authorized by Affiliate. Any bulk rate residential subscribers shall be converted to the equivalent billing units (EBU's) of a residential customer.

RATE AND PAYMENT TERMS:

In payment for the air time herein specified, ACN shall pay to Affiliate, by the 30th day of each month, in arrears, at the address given by the Affiliate, an amount computed as follows: \$14,300.00 per month

EQUIPMENT:

ACN agrees to provide a receiver and AFFILIATE will return the receiver at the conclusion of the agreement.

TERMINATION FOR DEFAULT:

In the event of default of this Agreement, the non-defaulting party may terminate this Agreement for default if the defaulting party does not cure the noticed default within 15 days of receiving notice of default given by the non-defaulting party.

TERMINATION OPTIONS:

Either party may terminate this Agreement upon 30 days written notice to the other party.

AFFIDAVIT OF PERFORMANCE:

Upon the request of ACN, within fifteen (15) days of such request, AFFILIATE shall provide to ACN an affidavit of AFFILIATE'S performance under this Agreement for the previous month.

BROKERS:

The parties represent that except for retained by na, there has been no other Broker, finder, investment banker or other person who assisted in connection with the transactions contemplated by this Agreement,

and it is hereby agreed that na shall be solely responsible for any and all fees and expenses due and owing to BROKER as they pertain to this Agreement.

ADDITIONAL TERMS AND PROVISIONS:

The parties hereto specifically agree to the terms and provisions printed on pages 2 through 4 of this Agreement.

1. Programming to Meet FCC Standards.

The programming supplied by ACN for broadcast shall not violate FCC and other applicable regulations.

2. Invoicing.

AFFILIATE agrees to provide a monthly invoice to ACN at least 14 calendar days prior to due date. Invoices are to include billing dates, days and hours programming was broadcast.

3. Guide Placement.

AFFILIATE agrees to list ACN in all electronic and printed guides where AFFILIATE'S channel line-up is listed. Upon request, ACN will provide monthly programming information to AFFILIATE'S regularly used programming service.

4. No Deletions of Programming.

Except as otherwise provided herein, AFFILIATE shall broadcast both audio and video portions of ACN's programming in its entirety without alteration, including, without limitation, commercial announcements, promotional announcements and credits.

5. Preemptions

AFFILIATE shall have the right to preempt ACN's programming whenever such preemption is reasonably necessary to fulfill obligations of the AFFILIATE under the Communications Act of 1934, as amended, and other applicable law and regulations. Except as herein specified, AFFILIATE agrees that ACN programming will not be preempted. AFFILIATE agrees to provide ACN with prompt written notice of any preemption and any maintenance or cable system failures which prevent ACN programming from being aired as specified in this Agreement. ACN shall not be responsible for payment for airtime during any time that its programming is not being aired on the station or any cable system, and ACN shall receive a pro-rata credit for any preemption that occur during ACN's airtime schedule as specified in this Agreement.

6. AFFILIATE and ACN Operations.

The parties agree that throughout the term of this Agreement the AFFILIATE and ACN equipment will be maintained in good working order, and will be operated in accordance with all applicable FCC and other regulations and in accordance with FCC authorizations.

7. Signal Quality.

AFFILIATE agrees to provide a signal quality to ACN's viewers that is equal to or greater than any and all other signals being broadcast from the AFFILIATE to their subscribers/viewers' homes. Technical specifications will be provided by ACN to AFFILIATE prior to launch. AFFILIATE agrees to provide ACN with names and phone numbers to reach its technical or engineering staff 24 hours a day 7 days a week.

8. Equipment.

Any equipment provided to AFFILIATE by ACN shall remain the property of ACN and shall be returned to ACN upon expiration or termination of this AGREEMENT or if the AFFILITE finds that the equipment is no longer needed for the purpose of broadcasting ACN.

9. Trademarks.

ACN has and shall retain all right, title and interest in and to its trademarks, including America's Collectibles Network, ACN, ACNtv, Jewelry Television and all marks used on ACN's various Programming, as well as additional trade names, trademarks, marks, slogans and titles ("Marks"), and AFFILIATE agrees that all uses of the Marks, now and hereafter developed or used by ACN, shall be owned by, shall be the sole property of, and shall inure to the benefit of ACN.

10. Ownership of Programming.

Nothing in this Agreement shall be construed to grant to either party any rights in the programming of the other party and the redistribution rights granted to AFFILIATE by this Agreement are limited to the express terms thereof.

11. Force Majeure.

In the event performance of either party under this Agreement is prevented by reason of an act of God, war, strike, riot, labor dispute, natural disaster, utility power loss, vandalism, order or decree of any government agency or tribunal, or any other reason of similar nature beyond the control of that party, the performance of obligations specified in the Agreement shall be suspended during the period of prevention occasioned by the existence of such condition. A party, which suffers a loss from any one of the above events, shall use their best efforts to make immediate restorations, repairs and/or replacements with the respective equipment.

12. Enforcement/Damages/Attorneys' Fees.

Any provision of this Agreement to the contrary notwithstanding, each party shall have and enjoy all rights provided by law and equity, for recovery of damages for breach of this Agreement by the other party, or to enforce specific performance of this Agreement. In the event either party shall find it necessary to institute litigation to enforce performance or recover damages under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, travel expenses, and cost of Suit.

13. Waiver.

No express or implied waiver of any default under this Agreement shall in any way be construed to be a waiver of any future or subsequent default of a waiver of any of the other rights of the parties under this Agreement, or a modification of any of said Terms or any extension or enlargement of the rights of the parties there under.

14. Governing Law.

The Terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, and the sole venue of any action arising out of or related to this agreement is in a court of record in Knox County, Tennessee.

15. Relationship of Parties.

Nothing contained in this Agreement shall be deemed to create and the parties do not intend to create any relationship of partners or joint ventures as between the parties hereto, and neither party is authorized to or shall act toward third parties, or the public in a manner, which would indicate any such relationship with the other. Neither party hereto shall be or hold itself out as the agent of the other under the Agreement.

16. Indemnity.

Each party agrees to indemnify the other from any claims, damages, costs and liability whatsoever arising out of any breach by the indemnifying party of any provision of this Agreement.

17. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. The foregoing notwithstanding, the rights and obligations created by this Agreement shall not be assigned nor delegated without the prior written consent of all parties hereto, said written consent shall not be unreasonably withheld.

18. Confidentiality.

The reports, data and information to be exchanged between the parties to this Agreement are of a confidential and private nature. Accordingly, the parties agree not to disclose any information contemplated herein to any third party without first obtaining the express written consent of the other party to the Agreement.

19. Notices.

Any notices contemplated by this Agreement shall be in writing, sent by certified mail -- return receipt requested, hand delivery, or other delivery service that provides written delivery verification, and shall be deemed received the earlier of either two business days after mailing or when actually confirmed by written verification.

20. Severability.

If any part of this Agreement shall be held to be invalid, such finding shall not affect any other part of this Agreement.

21. Facsimile Copies.

A facsimile copy of this Agreement will serve as original and facsimile signatures will also serve as originals.

22. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties hereto, and may not be modified or amended in any manner other than by supplemental written agreement executed by the parties to be affected thereby.

AMERICA'S COLLECTIBLES NETWORK, INC.

By: Charles Wagner, Vice Chairman & General Counsel
Authorized Agent

Print Name

Date

6/28/06

Cocla Broadcasting Companies:

By: [Signature]
Authorized Agent

Gary Cocola

Print Name

June 15, 2006
Date

CARRIAGE INFORMATION FOR
AMERICA'S COLLECTIBLES NETWORK

AFFILIATE Name: _____ COCOLA BROADCASTING COMPANIES _____

AFFILIATE Address: _____ 706 W. HERNDON AVENUE, _____

_____ FRESNO, CA. 93650 _____

Launch Date: _____ Monday 10:00 A.M. JUNE 19, 2006

Technical Contact Daytime: Name _____ TERRY DOLPH _____

Number _____ 559 435-5959 OR 559 435-8859

Fax # _____ 559 435-3201 _____

Mobile # _____ 559 288-1157 _____

Email Address _____ tdolphin@yahoo.com

Technical Contact After Hours: Name _____ Terry Dolph _____

Number _____ 559 288-1157 _____

Fax # _____ 559 435-3201 _____

Mobile # _____ 559 288-1157 _____

Email Address _____ tdolphin@yahoo.com _____

Administrative/Marketing contact: Name _____ Colleen Crouch _____

Number _____ 559 435-7000 ext. 3003

Fax # _____ 559 435-3201 _____

Mobile # _____ n/a _____

Email Address _____ colleenc@cocolatv.com

Channel Position/s _____ 43 _____ COMCAST CABLE 10

Of Cable Subs _____ 252,370 _____

Affiliates Authorized Agent Initials



ZIP CODES SERVED BY STATION KGMC Ch 43 CLOVIS

FRESNO COUNTY ONLY

FRESNO

93650 / Pinedale	93720 /
93701 /	93721 / Herndon
93702 / Barstow	93722 /
93703 /	93723 /
93704 / Fig Garden	93725 / Calwa/Malaga
93705 / Rolinda/Hwy City	93726 /
93706 / Easton	93727 /
93710 /	93728 /
93711 /	93720 /

FRESNO COUNTY

93210 Coalinga / Mineral Springs	93633 Kings Canyon National Park
93234 Huron	93634 Lakeshore
93242 Layton	93640 Mendota
93602 Auberry / Pinceridge	93603 Miramonte / Pinehurst
93605 Big Creek / Cedar Crest	93628 Miramonte / Pinehurst
93606 Biola	93641 Miramonte / Pinehurst
93607 Burrel	93642 Mono Hot Springs
93608 Cantua Creek	93646 Orange Cove / Squaw Valley
93609 Caruthers	93675 Orange Cove / Squaw Valley
93611 Clovis	93648 Parlier
93612 Clovis	93649 Picdra
93613 Clovis PO Box only	93650 Pinedale
93619 Clovis	93651 Prather
93616 Del Rey	93652 Raisin City
93617 Dinkey Creek INVALID	93654 Reedley
93621 Dunlap	93656 Riverdale
93622 Firebaugh / Oro Loma	93657 Sanger / Minkler / Centerville /
93624 Five Points	Tivy Valley
93625 Fowler	93660 San Joaquin
93626 Friant	93662 Selma / Conejo
93627 Helm	93664 Shaver / Shaver Lake Point
93628 Hume	Shaver Lake Heights
93629 Huntington Lake INVALID	93667 Tollhouse
93630 Kerman	93668 Tranquillity
93631 Kingsburg	

Verified on <http://zip4.usps.com/zip4/welcome.jsp> 06.16.2006

ZIP CODE (Con't)

KINGS COUNTY

<u>Zip</u>	<u>Community</u>
93202	Armora
93204	Avenal
93230	Hanford
93232	Hanford
93239	Kettleman City
93245	Lemoore
93266	Stratford
93282	Corcoran

MADERA COUNTY

93601	Ahwahnee
93604	Bass Lake
93610	Chowchilla
93614	Coarsegold
93637	Madera
93638	
93639	
93643	North Fork
93644	Oakhurst
93645	O'Neals
93653	Raymond
93669	Wishon

MARIPOSA COUNTY

93623	Fish Camp
95306	Catheys Valley
95311	Coulterville
95318	El Portal
95325	Hornitos
95338	Mariposa
95345	Midpines
95389	Yosemite Nat'l Park

MERCED COUNTY

<u>Zip</u>	<u>Community</u>
93620	Dos Palos
93635	Los Banos
93661	Santa Rita Park
93665	South Dos Palos
95301	Atwater
95303	Ballico
95312	Cressey
95315	Delhi
95317	El Nido
95322	Gustine
95324	Hilmar
95333	Le Grand
95334	Livingston
95340	Merced
95342	Castle AFB
95348	Merced
95365	Planada
95369	Snelling
95374	Stevinson
95388	Winton

UPDATE
in progress

Engineering Contact:

Dennis Wilson, Chief Eng.

865-599-9723

Derrick Brockwell

865-599-9689

ACN Uplink

865-693-7978

(Available 24 hours a day)

ANALOG FEED:

Intelsat America 13 (IA 13) 121.0°W C-Band

Transponder 21 Horizontal

Backup Digital Feed:

Downlink Frequency: 4134 MHZ

All other parameters the same as G-11

Free-to-Air

NTSC

DIGITAL FEED:

Galaxy 11 (G11) 91.0°W

C-Band

MPEG II 4:2:0

Free-to-Air

ATSC Standard

Note: Recommended that a minimum 3 meter downlink dish be used to receive the optimal signal from either feed. When using the **Digital** feed, it is recommended that a broadcast grade L.N.B. (15 degrees - 17 degrees K) be used in addition to a **Scientific Atlanta PowerVu receiver D9850**

Downlink Frequency: 4088.5 MHz **Data Rate:** 5.068 Mbps

Symbol Rate: 3.299 Msps **FEC:** 5/6

Video: Program 1 PID: 4130

Audio:

MPEG Layer II – Jewelry Television™ **AUDIO PRESENT**

Rate: 96kbps PID: 4131 Program Number: A01

MPEG Layer II - **NO AUDIO PRESENT**

Rate: 32kbps PID: 4132 Program Number: A02

AC3 (Dolby Digital) - Jewelry Television™ **AUDIO PRESENT**

Rate: 192kbps PID: 4133 Program Number: A03

Marketing Information:

Programming Guide:

TV Guide info:

-Source id for digital interactive program guide: **6910**

-Source id for online, print or analog program guide: **5072**

-Display Call Letters:

JTV, JWLTV

-Channel Description:

"Jewelry Television....Shop for incredible prices on fine jewelry and gemstones. Jewelry Television specializes in offering the best selection of jewelry and gemstones 24 hours a day, 7 days a week."

-Descriptive Channel Name:

Jewelry Television

Contact Information:

Affiliate Manager: Patsy Harris Office

865-692-1368

Fax

865-692-6050

Email

patsy.harris@acntv.com

Billing and Invoices: A monthly invoice is required before payment can be rendered. Invoices should be sent at least 14 days prior to due date. Mail to address below or fax to 865-692-6050 or email to patsy.harris@acntv.com.

Mailing and Billing Address: 10001 Kingston Pike, Knoxville, TN 37922
Website: www.jewelrytelevision.com