

America One

Television Network

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is entered into between VOTH Network, Inc. dba America One Television ("Network") and Boise Telecasters, LP ("Affiliate").

1. **LICENSE.** The broadcast of the television programming service known as "America One" (the "Service") by means of the commercial television station that is (i) designated with call letters KKJB, (ii) operating in Boise, ID [community] on channel 39 [frequency].

2. **EFFECTIVE START DATE.** March 16, 2005

3. **LICENSE PERIOD.** The "License Period" will commence as of the Effective Start Date and will be for a period of one year ending on March 15, 2006 ("License Termination Date").

4. **MARKETING.** Network will provide the marketing support to Affiliate specified on Exhibit "B".

5. **BARTER CONSIDERATION.** Within each half-hour of Network provided programming, Affiliate shall, for its own local use, receive two minutes (2:00) of advertising time. During Paid Programs Affiliate will receive one minute (1:00) per half hour. Affiliate is required to air all Network breaks. Failure to do so will result in immediate termination of this agreement and possible monetary damages.

6. **AFFILIATE FEE.** Waived (See Exhibit "D")

The Affiliate is entitled to receive up to 168 hours a week (e.g. full time) of America One programming, with the following exception; (i) in the event an America One programming supplier does not have rights or has presold rights in a particular America One Affiliate DMA. America One will notify affiliate in said market that it cannot clear that particular program in that DMA.

7. **SPECIAL PROVISIONS.** When both parties initial the space provided below, the provision(s) specified in Exhibit "D" will be part of this Agreement:

[Initials] Jue JH

8. **MONTHLY AFFIDAVIT GRIDS.** Submission of monthly Affidavit Grids is tantamount to the agreement as in Exhibit "A" A-9

9. **TERMS AND CONDITIONS.** The Terms and Conditions set out in the attached Exhibits are part of this Agreement.

EXECUTED as of the date(s) set forth by the parties' signatures below.

"Network"

VOTH Network, Inc.,
dba America One Television

By: [Signature]
Printed Name: Josh Heibel
Title: Affiliate Relations Coordinator
Date: 3-23, 2005

"Affiliate"

Boise Telecasters, LP

By: [Signature]
Printed Name: Gary M. Cocola
Authorized Representative
Date: 3-21-05, 2005

Network Address for Notices:

America One Television
6125 Airport Freeway
Suite 100
Haltom City, TX 76117
Attention: Affiliate Sales
Phone: 817-546-1400
Fax: 682-647-0756

Station Address for Notices:

Boise Telecasters, LP
706 W. Herndon Avenue
Fresno, CA 93650

Attn: Ann Brenneman
Phone #: 559-435-7000 x3003
Fax #: 559-435-3201
E-Mail: annb@cocolatv.com

(All program changes and notices will be sent to Affiliate via e-mail).

Website: cocolatv.com

Would you like your website linked to www.americaone.com? Yes No

Additional Affiliate Information

Station Personnel	Phone #	E-mail
24-Hour Contact: <u>Todd Lopes</u>	<u>559-269-9035</u>	<u>todd@cocolatv.com</u>
General Manager: <u>Todd Lopes</u>	<u>559-435-5940</u>	<u>todd@cocolatv.com</u>
Program Director: _____	_____	_____
Traffic Coordinator: <u>Nori Zahari</u>	<u>559-435-7000</u> <u>x3029</u>	<u>noriz@cocolatv.com</u>

The following household information is required to activate Agreement:

- Total Households reached: _____ (Broadcast + Cable Households)
 - Cable Households reached: _____
 - DTH Households reached: _____ (i.e. DIRECTV and/or Dish Network)
- (Attach Station coverage map including list of cable/D.T.H. systems)

EXHIBIT "A"
TERMS AND CONDITIONS

A-1. LICENSE. During the License Period, Network licenses Affiliate to broadcast, and Affiliate agrees to broadcast, the television programming service known as "America One" (the "Service") by means of the commercial television station ("Station") specified in Section 1: Provided, however, carriage of a specific program may be in conflict with another channel ("Station") that may have exclusive rights to carry that same program in Affiliate's DMA. In such instances, Affiliate shall not carry such programming. Affiliate warrants that Station is managed and majority owned by Affiliate. If Affiliate does not provide Network with monthly affidavit grids, Affiliate will be notified and given 15 days to cure affidavit delinquency. If delinquency is not cured, this Agreement may be terminated.

A-2. EFFECTIVE START DATE. Affiliate agrees to launch the Service on the Station by no later than the Effective Start Date specified in Section 2 above.

A-3. LICENSE PERIOD. The License Period will commence as of the Launch Date and will end on the License Termination Date - a period of one calendar year. Upon the expiration of the initial License Period, the term shall continue to be automatically renewed for succeeding terms of one year each, unless at least thirty days prior to the expiration of the term then in effect, either party delivers to the other written notice of termination or changes, in which case this Agreement shall expire upon the last day of the term then in effect. In addition, in the event that the Network does permanently cease transmission, this Agreement shall automatically terminate as of the last day on which the Network operates.

A-4. MARKETING. Upon request, Network will provide Affiliate, at Network's expense, with the launch support marketing elements specified in Exhibit "B". In the event that Exhibit "B" is not attached to this agreement, it shall be deemed the intent of the parties that no marketing support was to be provided.

A-5. BARTER. Network and Affiliate agree that Affiliate will receive 2 minutes per half hour. Time available to affiliates will be indicated by tone or format cueing. Network shall, from time to time, air paid programming during which Affiliate shall not insert any ad time. Affiliate agrees to broadcast such paid programming as aired by Network.

A-6. AFFILIATE FEE. Waived (See Exhibit "D") Affiliate hereby agrees to pay Network an Affiliate Fee as specified in Section 6 above. Affiliate fee will be paid in advance at the first of each month. If Affiliate becomes 15 or more days delinquent on Affiliate Fee, a notice of breach will be issued to Affiliate. This notification will give the Affiliate 15 days to cure delinquency. If Affiliate Fee delinquency is not cured, Affiliate will be in breach of this Agreement and all remedies up to and including termination of the Agreement will be immediately implemented. Network reserves all rights to collect delinquent Affiliate Fees.

A-7. DELIVERY OF SIGNAL. Network will deliver the Service to the Station by means of a digital, encrypted signal via a domestic satellite (see satellite and equipment specifics on Exhibit "C"). Affiliate shall, at its own expense, cause the Service to be received and distributed in accordance with all applicable local, state and federal laws. Network may change the satellite on which the Services' signal is transmitted upon reasonable notice to Affiliate, or as soon as practicable, if such change is caused by any cause beyond Network's reasonable control.

A-8. CARRIAGE AND TAPE-DELAY. Affiliate agrees to broadcast the portions of the Network's Service that it carries as delivered by Network in its entirety without alteration. Affiliate may tape-delay the service by videotape programming within 24 hours of its original network feed in its entirety and without alteration.

A-9. CLEARANCE SCHEDULES. Affiliate agrees and is bound to submit to the Network an Affidavit Grid indicating which America One programs were broadcast by the Affiliate and at what day and time, if different from Network's original broadcast time. Affidavit Grids must be submitted no later than the 5th business day of the month for the preceding month's clearance. Failure to submit grids may result in immediate termination.

A-10. SPECIAL PROVISIONS.

In the event that Exhibit "D" is not attached to this agreement or is left blank, it shall be deemed the intent of the parties that no specials provisions will be part of this agreement.

A-11. INDEMNITIES.

a. Affiliate and Network shall each indemnify the other against any liabilities, claims, costs, damages and expenses (including, without limitation, reasonable counsel fees and court costs) (collectively, "Claims") arising out of or relating to any material breach or claimed material breach by the indemnifying party of any warranty, representation or obligation under this Agreement.

b. Additionally, Network shall indemnify Affiliate against any Claims arising out of or relating to the content of the Service as furnished by Network to and distributed by Affiliate in accordance with this Agreement (expressly excluding non-dramatic music performance rights relating to Affiliate's distribution of the Service programming).

c. Affiliate shall indemnify Network against any Claims arising out of or relating to:

1. Affiliate's alteration or delay of the Service
2. Any material inserted by Affiliate within the Service.
3. Non-dramatic music performance rights relating to the Affiliate's distribution of the Service programming).

d. Each party shall so indemnify the other only if the party claiming indemnity gives the other party prompt notice of the Claim to which the indemnity applies. The indemnifying party shall have the right to assume the defense of any Claim to which its indemnity applies and the indemnified party shall cooperate fully (at the costs of the indemnifying party) with the indemnifying party in the defense and/or in the settlement of that Claim. The indemnities contained in this Agreement shall survive the termination of this Agreement.

e. This Agreement will be governed by the laws of the state of Texas applicable to agreements made and wholly performed therein, excluding conflicts of law rules. Affiliate grants Network the sole right to choose binding arbitration (which shall be conducted pursuant to the rules of the American Arbitration Association or its successor) as the first option in resolving any disputes between Affiliate and Network arising out of the terms of this Agreement.

f. America One Television shall not be held responsible by affiliate for any loss, business or otherwise, due to outages incurred by the network.

A-12. REPRESENTATIONS AND WARRANTIES. Affiliate represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of the state under which it is organized, (ii) it has the power and authority to enter into this Agreement and to perform fully its obligations hereunder, (iii) it is under no contractual or other legal obligation that shall in any way interfere with its full, prompt and complete performance hereunder, (iv) the individual executing this Agreement on its behalf has the authority to do so; (v) the obligations created by this Agreement, insofar as they purport to be binding on it, constitute legal, valid and binding obligations enforceable in accordance with their terms; and (vi) it has obtained and will maintain throughout the Term of this Agreement all appropriate licenses, permits and other authorizations (A) required by the FCC or other governmental authority, and (B) available from the music performing rights organizations known as ASCAP, BMI and SESAC.

A-13. MISCELLANEOUS.

a. Affiliate will provide to Network, within 10 days of execution of this Agreement, programming grid and Grade B contour map.

b. Affiliate and Network each agree to keep confidential and not to disclose to any third person any of the terms of this Agreement, except as required by law or to enforce its rights hereunder.

c. Network, at its sole discretion, reserves the right to place America One network logo (Bug) in all programming.

d. Except as otherwise expressly indicated in this Agreement, any notice given under this Agreement must be in writing, must be sent by registered or certified U.S. mail, hand or messenger delivery, or overnight delivery service, properly addressed to the party's address as set forth by the parties' signatures below or as changed by notice given pursuant to this provision, and shall be deemed given upon receipt.

e. This Agreement may not be amended nor any provision waived except in writing signed by the parties.

f. This Agreement is subject to and limited by Network's agreements with, and the rules, regulations and agreements of, any league, association or individual athletic team which is covered in the Service, as those agreements, rules or regulations may from time to time be amended, entered into, interpreted, enacted, performed or enforced.

g. Network and Affiliate reserve the right to terminate the agreement for any reason at any time during the License Period upon no less than 30 days notice.

h. If either party is unable to perform its respective obligation hereunder for reasons outside such party's reasonable control (financial inability accepted), then such non-performance shall not be a breach of this Agreement.

i. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns, except that neither party may assign this Agreement without the prior written consent of the other, provided that either party, without the consent of the other, may assign this Agreement to any entity which acquires all or substantially all of the assets of or beneficial ownership interests in that party.

j. This Agreement contains the entire understanding and supersedes all prior or contemporaneous oral, and all prior written, understandings of the parties relating to the subject matter hereof.

k. All rights in and to the Service not expressly licensed hereunder from Network to Affiliate are deemed expressly reserved to Network and may be exercised by Network in any manner whatsoever.

l. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof, supersedes any prior agreement or understanding, and may not be altered, amended, or otherwise modified except by an instrument in writing executed by both parties.

m. The invalidity of any provision of this Agreement will not affect the validity of any other provision of this Agreement, but both parties must negotiate in good faith the equitable modification of any provision held to be invalid. No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right. Additionally, this Agreement does not create, and shall not be construed to create, any joint venture, partnership, principle-agent, or any other similar relationship between the parties or their owners.

n. THIS AGREEMENT SHALL BE BINDING UPON BOTH PARTIES ONLY UPON EXECUTION, OR THE STATION'S BROADCAST OF THE SERVICE OR ANY PART THEREOF.

EXHIBIT "B"
MARKETING SUPPORT PROVIDED BY NETWORK

Media Relations Support
America One website
Monthly Affiliate Newsletter

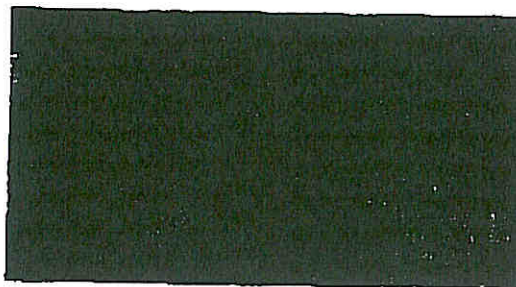
All marketing support listed above to the Affiliate by the Network, if any, shall be provided at no additional charge to the Affiliate.

EXHIBIT "C"
SATELLITE, RECEIVER, and ENCRYPTION SPECIFICATIONS

Satellite:

Intelsat Americas 13
121 W

Tr. 18 Vertical
C band



Digital Receiver:

Scientific Atlanta PowerVu receivers that can decode PowerVu encryption and pass through cue tones: Model's D9850, D9229, D9230 or D9234, D9223, D9225.
Scientific Atlanta: www.sciatl.com

Satellite Dish:

Solid Dish (size minimum: 3 meter/10 ft.) - [DH - www.dhsatellite.com or 800-627-9443]
(With our current satellite configuration, a Mesh Dish may not be sufficient!)

Note: Other ancillary equipment may be required, i.e. Digital-ready LNB (Recommended: Norsat 8515). See the list of suppliers to determine what your station needs.

If you already have an addressable S.A. receiver capable of decoding Dolby Digital AC-3 or MPEG-2 audio and a PowerVu signal, America One will provide you with the configuration parameters upon execution of this contract.

Network is not affiliated, nor represents the below Scientific Atlanta Distributors in any way. Network recommends the SA D9850 receiver, as it is known to be compatible with Scientific Atlanta's encryption. Other equipment may be needed according to your configuration. Please contact a SA distributor for details:

Harry Matthews

Satellite Engineering Group
1720 Mineral Springs Road
Hoschton, GA 30548-1605
Phone: 770-614-9174
Fax: 678-714-9300
Email: harryseg@bellsouth.net
Website: www.sateng.com

David Chymiak

Tulsat
1605 East Iola

Broken Arrow, OK 74012
Work: 918-251-2887
Fax: 918-251-1138
E-Mail: tulsat@tulsat.com

Jeff Pockey

Director, Broadcast Sales
BitCentral Inc.
P/F: 949-417-4131
Mobile: 949-294-0363
Email: jeff@bitcentral.com

**EXHIBIT "D"
SPECIAL PROVISIONS**

When both parties initial the spaces provided in Paragraph 7 SPECIAL PROVISIONS on page 1 of this Agreement, the provision(s) specified below will be part of this Agreement:

The \$200.00 Affiliate Fee will be waived under the following conditions:

KKJB ("Affiliate") agrees to clear a minimum of 40 hours a week of programming. If Affiliate drops below agreed carriage of programming without prior written notice to Network, the \$200.00 monthly "Affiliate Fee" will be reinstated.

The Scientific Atlanta PowerVu D9850 Receiver is being provided by America One Television based on Affiliate's agreement to carry a minimum of 40 hours a week of programming. The Scientific Atlanta PowerVu D9850 receiver will remain the property of America One Television Network and will be returnable upon expiration or termination of the Affiliation Agreement.

*Please note: Other ancillary equipment may be required, i.e. Digital-ready LNB. America One Television Network will not provide this.
