

## MULTICHANNEL USE AGREEMENT

THIS MULTICHANNEL USE AGREEMENT (the "Agreement") is made as of June \_\_\_\_\_, 2010 between Liberman Television LLC, a California limited liability company ("Licensee"), and International Chinese Network, Inc. d/b/a ICN/IAVC, a California corporation ("Programmer").

### Recitals

Licensee owns and operates digital television station WASA-LD, Port Jervis, NY, (Facility ID No. 130880) (the "Station"), pursuant to authorizations issued by the Federal Communications Commission (the "FCC") to its wholly owned subsidiary, KRCA License LLC.

Licensee desires to obtain programming for the Station's two multicast channel digital program streams, Channel 64.2 and Channel 64.3 (the "Channels") and Programmer desires to provide programming for broadcast on the Channels (the "Programming") on the terms set forth in this Agreement.

### Agreement

NOW, THEREFORE, taking the foregoing into account, for good and valuable consideration, the sufficiency of which is hereby acknowledged and confirmed, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall begin on October 1, 2010 (or as soon as is practicable thereafter dependent solely on successful installation of broadcasting circuit between Programmer's studio and WASA) and shall continue for a period of three (3) years until November 30, 2013 or until this Agreement is terminated in accordance with its terms (the "Term").
2. Channels. During the Term, Programmer shall provide and Licensee shall transmit the Programming on the Channels on a continuous basis twenty-four (24) hours per day and seven (7) days per week, subject to the terms of this Agreement.
3. Payment. For the broadcast of the Programming and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer shall pay Licensee as set forth on Schedule A attached hereto.

4. Technical Matters.

(a) Licensee will transmit the Channels via the Station's transmitter. Licensee reserves the right to move transmission of the Channels to any of the Station's digital multicast streams.

(b)

5. Programs.

(a) The Programming shall consist of entertainment and informational programming in both English and Chinese languages broadcast respectively on Channel 64.2 and Channel 64.3. Programmer is expressly prohibited from subleasing program time on the Channel to any third party, except that Programmer may sell advertising and infomercials to third parties provided that the sale and content of such advertising and infomercial programming is consistent with the terms of this Agreement and complies with (1) the rules and regulations of the FCC; (2) state and local laws governing the sale of and broadcast of advertising; and (3) the policies of Licensee. Programmer may not materially change the type of Programming without Licensee's prior written consent, which shall not be unreasonably withheld.

(b)

(c) Programmer's use of the Channels to broadcast the Programming and the Programming itself shall comply with, and shall not place Licensee in violation of, the Communications Act of 1934, as amended, any and all FCC rules, regulations and policies and all other applicable laws (collectively, "Laws"), and shall not violate any third party rights. Without limiting the foregoing, the Programming shall at all times comply with all of the following:

(i) all Laws governing or requiring sponsorship identification, including but not limited to 47 U.S.C. Sec. 317, 47 U.S.C. Sec. 507 and 47 C.F.R. Sec. 73.1212;

(ii) all Laws governing political and controversial issue programming and advertising, including but not limited to the Bipartisan Campaign Reform Act of 2002 and 47 C.F.R. Sections 73.1212, 73.1912 and 73.3526. Programmer will provide Licensee with all documentation regarding such political programming and advertising required to be retained by or placed in the public inspection file of the Station;

(iii) all Laws governing children's television programming and commercial matter within children's television programming. Programmer shall ensure that the Programming contains an average of at least three (3) hours per week of "core" children's educational and informational programming, as defined by the FCC and shall provide a description of such programming, in advance, each quarter for Licensee's approval. Programmer

shall provide Licensee on a quarterly basis (on the first day of January, April, July and October) with information sufficient to demonstrate compliance of the Programming with FCC requirements concerning educational/informational programming, and the commercial limits in children's programming, during the previous quarter, such that Licensee will be able to complete and timely file with the FCC a children's television report on FCC Form 398 with respect to the digital stream carrying the Programming;

(iv) all Laws governing the closed captioning of programming for the hearing impaired;

(v) all Laws governing or prohibiting the transmission of indecent, profane or obscene content. Upon reasonable advance notice by Licensee concerning any Program Licensee reasonably believes will violate the rules, regulations, and policies of the FCC prohibiting the transmission of indecent, profane or obscene content, Programmer will preempt such Program; and

(vi) all Laws related to copyrights, third party rights, libel, slander or privacy rights.

(d)

(e) Licensee does not by this Agreement or otherwise acquire any right, title or interest in or to any Programming.

(f) Programmer shall at no time represent itself to be the licensee or owner of the Station.

(g)

6. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power, and control over the operation of the Station and over all persons working at the Station during the Term, and shall be responsible for any FCC filings. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing Programming which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance. Licensee reserves the right to refuse to broadcast any Programming which does not comply, or would cause Licensee not to comply, with any Law. Programmer shall provide Licensee with a copy of any letters of

complaint it receives concerning the Programming broadcast during the Term for inclusion in the Station's public inspection file. Programmer shall cooperate with Licensee to ensure that Emergency Alert System ("EAS") transmissions are properly performed.

7. Call Sign; Station Identification. Licensee hereby grants to Programmer the limited right to use the call letters of the Station on the air during the Term to the minimum extent necessary to ensure that proper station identification announcements are made in accordance with FCC rules and regulations. Programmer agrees to include in the Programming all required station identification announcements as well as other announcements required by the rules and regulations of the FCC. Apart from the station identification announcements required by the FCC rules and regulations, Programmer shall not use the Station call letters to brand the Programming or otherwise use the call letters in any medium.

8. Confidentiality. Except as may be reasonably necessary to perform this Agreement and provide the Programming, and except as may be required by law or compulsory legal process, or request by the FCC, the parties shall keep confidential, and shall not use or disclose, the terms of this Agreement or any nonpublic information regarding the Programming, Programmer, Licensee, or the Station.

9. Termination. If a party fails to perform its obligations under this Agreement in any material respect or breaches its representations made by it under this Agreement in any material respect, and such breach or default continues for a period of five (5) days for any monetary default, or thirty (30) calendar days for any non-monetary default, after the non-defaulting party has provided the defaulting party with written notice thereof, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. Licensee may also terminate this agreement immediately upon written notice to Programmer at any time if the spectrum allocated to the Station by the FCC is reduced below 6 megahertz. The indemnity and confidentiality provisions of this Agreement shall survive any expiration or termination of this Agreement. Failure of Licensee to broadcast the Programming due to facility maintenance, repair or modification or due to any reason out of Licensee's reasonable control shall not constitute a breach or default by Licensee hereunder.

10. Remedies. In the event of a breach or default by a party under this Agreement, the other party shall be entitled to all remedies at law or in equity. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

11. Insurance. During the Term, Programmer shall maintain levels of insurance that are commercially reasonable in connection with its operations pursuant to this Agreement, including without limitation, general liability insurance providing at least \$\_\_\_\_\_ in coverage and media liability insurance, including errors and omissions insurance, providing at least \$\_\_\_\_\_ in coverage. Programmer shall name Licensee as an additional insured on its general liability policy and deliver to Licensee a certificate of insurance showing Licensee as an additional insured prior to commencement of the Term and annually thereafter during the Term.

12. Indemnity.

(a) Programmer shall indemnify, defend, and hold harmless Licensee and its parent and affiliated entities, employees, officers, directors, agents and representatives from and against any and all claim, damage, loss, liability, cost or expense (including reasonable attorneys' fees) arising from: (i) any breach of or default under any representation, warranty, covenant or other term of this Agreement by Programmer; (ii) Programmer's use of the Channels during the Term; (iii) any claim for libel, slander, infringement of copyright or other right, invasion of privacy, etc., related to the Programming; (iv) any FCC fine or forfeiture with respect to the Programming; (v) any claim arising from a contract entered into by Programmer for advertising on the Channels; and (vi) any action or failure to act by any employee or agent of Programmer who participates in any way with production or transmission of the Programming or any other aspect of the Channels; (vii) Programmer's use of Licensee's facilities.

(b) Licensee shall indemnify, defend, and hold harmless Programmer and its parent and affiliated entities, employees, officers, directors, agents and representatives from and against any and all claim, damage loss, liability, cost or expense (including reasonable attorneys' fees) arising from: (i) any breach or default under any representation, warranty, covenant or other term of this Agreement by Licensee; and (ii) Licensee's use of the Station's digital capacity during the Term.

(c) In no event will Licensee have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by Programmer arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if Licensee has been informed or might otherwise have anticipated or foreseen the possibility of such losses or damages.

13. Representations. Licensee and Programmer each represent and warrant to the other that it has the power and authority to enter into this Agreement, it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of New York, it has duly authorized the execution, delivery and performance of this Agreement, this Agreement is binding upon it, and the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of or constitute a default or ground for termination under any agreement to which it is a party, and it is qualified under applicable laws, including without limitation FCC rules and regulations, to enter into and perform this Agreement.

14. Assignment and Transfer.

(a) Licensee may freely assign this Agreement. Programmer may not assign this Agreement without the prior written consent of Licensee, which may be withheld by Licensee in its sole discretion. No assignment shall relieve Programmer of any liability under this Agreement. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and assigns. Nothing in this Agreement expressed or implied is intended

to give any rights to any person or entity other than the parties hereto and their successors and assigns.

(b) If Licensee intends to assign or transfer the Station, then it shall give Programmer prior written notice thereof, and shall use commercially reasonable efforts to assign, and cause the assignee or transferee to assume, this Agreement in writing, effective upon consummation of such assignment or transfer and Licensee's obligations hereunder shall terminate. If the assignee or transferee does not elect to assume this Agreement, this Agreement shall terminate effective upon consummation of such assignment or transfer.

15. FCC Compliance. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. Licensee may file a copy of this Agreement in the Station's public inspection file. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Channels on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

16. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

17. Notices. Notices under this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier or facsimile addressed as follows (or such other address as a party may designate by written notice to the other):

If to Licensee:

Lieberman Broadcasting Inc.  
Attn: Lenard Liberman, Executive Vice President  
1845 Empire Avenue  
Burbank, CA 91504  
Telephone: 818-561-5722  
Telecopy: 818-558-4244

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

Wiley Rein LLP  
1776 K Street, NW  
Washington, DC 20006  
Attn: Kathleen A. Kirby, Esq.  
Telephone: 202-719-7064  
Telecopy: 202-719-7049

If to Programmer:

IAVC, Inc.  
Attn: Ms. Yan Li  
9550 Flair Dr Suite 102

El Monte, CA 91731  
Telephone: 626-317-8889  
Telecopy:

21. Miscellaneous. This Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of laws. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision. Neither party shall be liable to the other for failure to perform its respective obligations under this Agreement by reason of any act of God, labor dispute, breakdown of facilities, or any cause beyond its respective control. This Agreement may be signed in separate counterparts, each of which will be deemed a duplicate original. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have. Neither party shall be deemed to be the agent, partner, or representative of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties' respective successors and permitted assigns. If any provision in this Agreement is held to be unenforceable, then so long as neither party is deprived of the benefits of this Agreement in any material respect, the remaining provisions hereof shall not be affected and shall remain in effect. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

SIGNATURE PAGE TO CHANNEL USE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

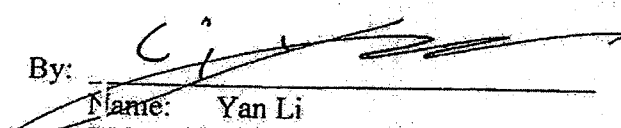
LICENSEE:

LIBERMAN TELEVISION LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PROGRAMMER:

IAVC, Inc.

By:   
Name: Yan Li  
Title: President

SCHEDULE A

Payment Terms