

Exhibit 13:

MOJO's High Definition Video on Demand Press Release dated July 31, 2007.

iN DEMAND NETWORKS LAUNCHES "MOJO MIX," A FREE, ALL HI-DEF VIDEO-ON-DEMAND SERVICE OFFERING A RICH VARIETY OF MUSIC AND ENTERTAINMENT CONTENT

Service to Launch Across Time Warner Cable's Footprint

NEW YORK – July 31, 2007 - iN DEMAND Networks, a pioneer in both video-on-demand and high definition television, announces the launch of **MOJO Mix**, a new all HD VOD service with a wealth of short and long-form content, starting in August 2007, announced Jason Patton, Vice President, Business Development, **iN DEMAND Networks**. **MOJO Mix** is a free service developed for cable's on-demand platforms and will contain music videos, episodes of **MOJO** original HD series, various specials and short form content. In addition, the service may feature stunts, sneak previews, behind-the-scenes and bonus footage unavailable anywhere else.

Time Warner Cable is launching the **MOJO Mix** service across its footprint this summer. Comcast has been carrying the music portion of **MOJO Mix** for over a year (just re-launched as **MOJO Music**). **MOJO Mix** is available to any affiliate who carries the **MOJO** network.

Five hours of content are available on the service and all programming will be refreshed each month. Examples of content on the new service in the next few months include: episodes and highlights from **MOJO** series *Three Sheets*, *King of Miami* and *Wall Street Warriors*, plus in-concert songs by Nelly Furtado, My Chemical Romance, The Killers, Snow Patrol, Corinne Bailey Rae, The Charlatans, The Flaming Lips and Cord.

According to Mr. Patton, "Both HD and VOD are revolutionizing the way people look at television. By combining the two technologies and filling the **MOJO Mix** service with a wide variety of entertaining and exclusive HD content, digital subscribers can have a personalized experience using the latest technology. For cable operators, this is a perfect way to showcase their HD offerings and encourage more people to access video-on-demand."

About iN DEMAND Networks **iN DEMAND Networks** is the pioneer and world leader in providing exciting entertainment delivered through television's most innovative technologies. **iN DEMAND** creates and delivers programming through three distinct areas of business: Pay-Per-View (PPV), Video-On-Demand (VOD) and high definition (HD) programming. PPV programming includes movies, mega boxing and mixed martial arts events and the digital out-of-market subscription sports packages for MLB, the NBA, the NHL and MLS. The company also offers a range of VOD products including first-run movies, original HD VOD content, and serves as the exclusive TV home of Howard Stern, via its Howard TV On Demand offering. The company also operates the distinctive new **MOJO** network (a pioneer in HD, formerly **INHD**) to serve the upscale male audience. **iN DEMAND**'s shareholders are Comcast **iN DEMAND**

Holdings, Inc., Cox Communications Holdings, Inc., and Time Warner Entertainment -
Advance/Newhouse Partnership.

Further information about the company can be found at <http://www.indemand.com/>.

For more information, please write to pressoffice@indemand.com or call 646.638.8206.

Exhibit 14:

“Start-Up Cable Company to Focus on the Rich”, Rachel Laing, San Diego
Union Tribune, January 21, 2004

Startup cable network to focus on the rich

Wealth TV

What it is: A high-definition cable channel with original programming on topics that relate to wealth

Founded: September 2003

Projected channel launch date: June 2004

Founders: Robert Herring, president and CEO; Charles Herring, vice president; Robert Herring Jr., vice president; Dean Harris, general manager

Employees: 11 full-time; 8 contractors

Location: 36,000-square-foot facility on Morena Boulevard

Clairemont-based effort plans programming launch in June

By Rachel Laing
STAFF WRITER

Robert Herring is a rich guy. He has a 100-foot yacht docked in the Mediterranean, a beautiful wife half his age and a fabulous home in Rancho Santa Fe.

Now, the one-time technology entrepreneur is betting millions that television viewers want to know more about people like him. Herring and his sons, Charles and Bobby, are gearing up for the June launch of Wealth TV, a cable network devoted to what is arguably America's favorite topic: getting and spending.

"When you start talking about the finer

things in life, regardless of who you are or how much you make, everybody is interested in it," said Charles Herring, vice president of Herring Broadcasting. "That's the American dream. We all want to succeed, to climb up the ladder or climb up the hill."

If television programming is any indication, there's no shortage of intrigue about the opulent lifestyles of the rich. E! Entertainment network's "It's Good to Be ..." and VH1's "The Fabulous Life" are devoted entirely to listing the luxurious items and vacations of Hollywood celebrities.

On MTV, "Cribs" gives viewers tours of pop stars' pricey homes, and "Rich Girls" gives viewers a peek into the shopping spree-filled lives of two wealthy New York teens.

SEE **Wealth TV, C5**



Wealth TV founder Robert Herring at the channel's Clairemont headquarters. The network will offer programming that Herring said will look at wealth from all angles. *Peggy Peattie / Union-Tribune*

Network faces a huge hurdle: getting air time

The Herrings insist their programming will take the subject to a higher level. In addition to shows whose main purpose is to gawk at decadence, the Herrings say, Wealth TV will have programming that looks at the "intellectual" side of wealth — not just the what, but also the how and why.

They're planning a program on philanthropy that explores philanthropic giving, from the various motives for giving money away to how the rich choose their pet causes. And if they do a show on celebrities, Herring said, it will focus on their smart business decisions rather than their chaotic love lives.

"What we're not trying to do is be a gossip tabloid," Charles Herring said. "You won't see anything with dollar signs flashing with some star's name on it. We want to have an in-depth conversation about money."

To create its original programming, the company hired away a producer from E! and has contracts with several other producers to create pilots for the network.

Not all the content will be original. Company executives are in Las Vegas this week prospecting for independently produced content at the National Association of Television Program Executives' content expo. They're also scouring broadcast affiliates across the coun-

try for wealth-oriented shows that will have national appeal.

Herring calls Wealth TV a merger of his two passions: good television and the good life. The self-professed History Channel junkie first toyed with the idea about 10 years ago, before the advent of digital cable and its scores of niche channels.

Back then, renting satellite time was prohibitively expensive, and much of his cash was tied up in his company, Herco Technologies. When Herring sold the Poway circuit board printer in 2000 to the Boston company Teradyne for more than \$100 million, he was suddenly retired with a huge amount of capital.

Herring decided the time was right to take a stab at his idea. He formed Herring Broadcasting in September, lined up space on a satellite that beams to all of North America and got to work making his daydream a reality.

The company recently moved into a 36,000-square-foot building in Clairmont and has started constructing a studio and editing suites. The company has 11 full-time employees, and Herring said he expects to have at least 60 by the time the company is done hiring.

But amid all the activity and optimism, Wealth TV faces a huge hurdle: getting air time. The channel will join dozens of upstart networks vying for a slot on cable operators' lineups.

Not all of them will make it, said Brian Dietz, spokesman for the Washington, D.C.-based National Cable & Telecommunications Association.

"The biggest challenge is getting distribution," Dietz

For Robert Herring, the main goal of Wealth TV is to "have fun and do something I'm proud of."

said. "With the launch of digital cable, there's been an explosion in the number of channels that have been created. But there's limited capacity for cable operators to add new channels."

The networks that win distribution will be those that can show they have capital to survive through lean times, advertisers and compelling subject matter consumers can't get elsewhere, according to Dietz.

So far, Wealth TV has a slot with a major cable operator in two "very small" markets, Charles Herring said, and the company is in negotiations for distribution elsewhere.

It's too early in the game to have advertisers lined up, Herring said, but he's optimistic that the channel will attract advertisers looking to reach an audience that can afford high-end luxury goods.

And while there are other channels with an emphasis on luxury lifestyles, including Fine Living or HGTV, Herring said Wealth TV's unique approach to the subject will set it apart.

But if Wealth TV has an ace in the hole, it will be its format, said Charles Herring. The company will film and broadcast exclusively in high-definition, giving more programming options to the estimated 15 million

Americans who have high-definition television sets but little to watch because most networks haven't made the switch to producing in high-definition.

"I talked to a friend who has HDTV and said he was watching birds fly on TV because that's all he could get in HDTV right now," Charles Herring said. "He would rather have been watching something else, but he was watching what he could get in HD."

Dietz said high definition gives Wealth TV an advantage because it sets it apart from other channels in a cable company's lineup. Fewer than a dozen cable channels have all-HD programming, he said.

Wealth TV won't be Herring's first venture into the media world. He bought an Escondido weekly newspaper, *The Reporter*, in the mid-1980s in the hopes of using it as a bully pulpit to spur cleanup of the city's blighted areas.

Within a year, Herring was poised to shut the money-bleeding enterprise down, but decided instead to merge with a San Marcos paper. He sold his interest in the paper less than a year later.

"I learned never to own a newspaper," Herring said.

Unlike his other ventures, Wealth TV has neither a civic nor profit motive behind it. For Herring, the main goal of Wealth TV is to "have fun and do something I'm proud of."

"I don't want to lose money. I don't want my wife to have to go to work, Herring said. "But even if we don't make money, it'll still be fun."

Rachel Laing: (619) 293-2022;
Rachel.Laing@uniontrib.com

Exhibit 15:

Letter of Intent furnished by WealthTV to Time Warner Cable, Inc. on July 19,
2007



LOI for Distribution of WealthTV

This letter of intent ("LOI") between Time Warner Cable ("Affiliate") and Herring Broadcasting, Inc. ("Network"), effective as of July 19, 2007 ("Effective Date"), is designed to allow Time Warner Cable to immediately launch WealthTV Services. This LOI is designed to grant non-exclusive license rights to the Affiliate to exhibit and distribute WealthTV in standard digital (SD), high definition (HD), and digital and HD video on demand (VOD) ("Services") on Affiliate's cable systems.

1. **Granting of Rights and Carriage:** Network hereby grants to Affiliate and Affiliate hereby accepts a non-exclusive right and license during the Term to distribute and exhibit the Services to System Subscribers within the Territory pursuant to the terms and conditions stated herein. When an Affiliate System agrees to carry the Service, it shall carry the Linear Services, WealthTV in SD and WealthTV in HD, on a 24/7 basis without interruption or editing thereof, except for the insertion of Ad Avails. The Linear Digital Service shall be carried on the most widely distributed digital tier, currently the Digital Variety Pak. The HD Linear Service shall be carried on the most widely distributed HD tier. Network shall make two (2) minutes per hour available in the schedule of the Service ("Ad Avails") for Affiliate to insert commercial and promotional announcements.

2. **Initial System Launches:** Within 90 days of signing this Agreement, Affiliate shall launch the Network's standard linear digital service in all systems in So Cal, Texas, Ohio, the Carolinas, and New York. Within 180 days of signing this Agreement, Affiliate shall launch the Network's high definition linear service in all systems in So Cal, Texas, Ohio, the Carolinas, and New York. Once an Affiliate System launches the Service, it shall remain carried for the term of the Agreement, unless Network violates and is unable to correct the terms and conditions of this Agreement.

3. **VOD Service:** Network agrees to provide Affiliate with a minimum of 10 hours of high quality programming content (with a 25% weekly refresh rate) for distribution by Affiliate on a VOD basis ("VOD Content"). Network shall provide such content at its own expense to GDMX. In connection with the foregoing, Network grants to Affiliate, and Affiliate hereby accepts, a non-exclusive license and right to distribute and exhibit the VOD Content to subscribers of its Systems that carry a linear form of the Network's Service.

4. **Term:** The Term shall be from the Effective Date to December 31, 2017.

5. **Rates and Reporting:** During the term, Affiliate shall pay Network license fees as set forth on Exhibit A hereto. Affiliate shall pay Network for each and every level of service the subscriber may elect to subscribe to. Within sixty (60) days following the end of each full calendar month during the Term, Affiliate shall deliver, together with the payment of license fees due to Network, a report to Network containing: (a) a list of markets carrying the Service, (b) the total number of service subscribers in each such market, and (c) the total number of subscribers receiving the Service per tier per market.

6. **Courtesy Free Period:** As a courtesy for help in expediting this LOI and in exchange for marketing support, Network hereby waives all rates for calendar years 2007 and 2008 for all of Affiliate's Systems. The effective rates for all Services for 2007 and 2008 shall be free of charge, as reflected on the rate card.

7. **Representations and Warranties:** Affiliate represents and warrants that: (a) it shall have the legal authority to provide the Services and VOD Content to its subscribers via its Cable Systems; and (b) it is and will remain in full compliance with all applicable material Federal, state and local laws and regulations in connection with distributing the Services and VOD Content via its Cable Systems. Network represents and warrants that (a) it owns or controls the necessary rights to the Services and VOD Content and the programs therein and is empowered to grant the rights, licenses and privileges granted in this LOI; (b) the Services and VOD Content, including without limitation, the programming and advertising contained therein, as well as any marketing/promotional materials provided by Network to Affiliate, will not be defamatory, will comply with all applicable material Federal, state and local laws and regulations and will not violate the rights of any person or entity; and (c) it has obtained, and will maintain during the Term, any through-to-the-viewer performance licenses with respect to all music or other content contained in the Service and VOD Content sufficient to permit Affiliate's distribution as permitted hereunder.

8. **Confidentiality.** Neither party shall disclose to any third party (other than advisors, insurers, and financial entities, of either party that have agreed to keep such information confidential) without the other party's prior written consent the rates, terms and conditions of this LOI or any confidential information concerning the other. Affiliate and Network will work together on a mutually acceptable press release for distribution within 60 days.

9. **General Provisions:** Neither Network nor Affiliate shall have any liability with respect to any failure by either party, as the case may be, to perform any of their respective obligations hereunder if such failure is due to any cause beyond the reasonable control of such party. This LOI shall be governed by the laws of California, without regard to its conflict of law principles. The parties agree that this LOI shall be binding upon the faxing by each party of a signed signature page thereof to the other party, and this LOI may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument.

10. **Favorable Treatment:** WealthTV will extend a "net effective rate" MFN against any other direct agreements with other multivideo distribution partners based upon the number of subscribers receiving WealthTV on TWC systems.

11. **Notices:**

If to Network:

Herring Broadcasting, Inc.
4757 Morena Blvd.
San Diego, CA 92117

Attention: Charles Herring, President

Telephone: (858) 270-6900
Facsimile: (858) 270-6901

12. **Formal Agreement:** The parties agree to negotiate in good faith the execution of a formal affiliation agreement ("Affiliation Agreement") containing, among other things, the terms and conditions set forth in this LOI, as well as other terms and conditions typically found in agreements of that nature; provided, however, that until such Affiliation Agreement is executed by the parties hereto, this LOI shall be binding and continue to apply in full force and effect.

Acknowledged and Agreed:

NETWORK
Herring Broadcasting, Inc.

By: _____
Charles Herring
President

Date: _____

AFFILIATE
Time Warner Cable

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A - RATECARD FOR WealthTV

License Fees

Subject to any periods of free carriage as shown below, Affiliate shall pay to Network the following license fees per subscriber of the Service for each month of the Term. All rate changes are effective January 1 of the appropriate year. The applicable number of Service subscribers shall be determined by dividing in half the sum of Affiliate's Service subscribers on the first day of the month and the number of Affiliate's Service subscribers on the last day of the month for each level of service.

For purposes of calculating payment of license fees due hereunder:

- (i) Network agrees that Affiliate shall not be required to pay for the following Service subscribers: (A) any facility used primarily to monitor and control programming (B) any employee of the Affiliate not charged for receiving the Service; (C) any party with whom Affiliate offers the Service with no intention of charging or receiving payment (such as VIPs, etc.); and (E) any "Non-pays", meaning those Service subscribers who have not paid their monthly bill to Affiliate for a given month and are subsequently disconnected within ninety (90) days and never pay prior to disconnect.
- (ii) If Affiliate supplies the Service to subscribers in any multiple unit building on a single, bulk-rate billing basis, then the number of Service subscribers for such building shall be computed on an equivalent subscriber basis by dividing Affiliate's gross billings for such building for the month by the monthly rate generally being charged individual Service subscribers for the level of multichannel video service (including buy-through tiers) on which the Service is carried by the Affiliate's System.

(iii) Network waives its Standard Digital Rate for any subscriber receiving Network's HD Linear Feed.

EXHIBIT A

Rate Card

	2007	2008	2009	2010	2012	2013	2014	2015	2016	2017
<u>Level of Service:</u>										
Standard Digital (SD) Rate	FREE	FREE	\$0.08	\$0.09	\$0.10	\$0.11	\$0.12	\$0.13	\$0.14	\$0.15
HD Rate with Digital Launches	FREE	FREE	\$0.22	\$0.24	\$0.26	\$0.28	\$0.30	\$0.32	\$0.34	\$0.36
VOD rate with launch of linear service	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE

Exhibit 16:

Term sheet furnished by WealthTV to Time Warner Cable, Inc.



LOI for Distribution of WealthTV

This letter of intent ("LOI") between Time Warner Cable ("Affiliate") and Herring Broadcasting, Inc. ("Network"), effective as of July 19, 2007 ("Effective Date"), is designed to allow Time Warner Cable to immediately launch WealthTV Services. This LOI is designed to grant non-exclusive license rights to the Affiliate to exhibit and distribute WealthTV in standard digital (SD), high definition (HD), and digital and HD video on demand (VOD) ("Services") on Affiliate's cable systems.

1. **Granting of Rights and Carriage:** Network hereby grants to Affiliate and Affiliate hereby accepts a non-exclusive right and license during the Term to distribute and exhibit the Services to System Subscribers within the Territory pursuant to the terms and conditions stated herein. When an Affiliate System agrees to carry the Service, it shall carry the Linear Services, WealthTV in SD and WealthTV in HD, on a 24/7 basis without interruption or editing thereof, except for the insertion of Ad Avails. The Linear Digital Service shall be carried on the most widely distributed digital tier, currently the Digital Variety Pak. The HD Linear Service shall be carried on the most widely distributed HD tier. Network shall make two (2) minutes per hour available in the schedule of the Service ("Ad Avails") for Affiliate to insert commercial and promotional announcements.
2. **Initial System Launches:** Within 90 days of signing this Agreement, Affiliate shall launch the Network's standard linear digital service in all systems in So Cal, Texas, Ohio, the Carolinas, and New York. Within 180 days of signing this Agreement, Affiliate shall launch the Network's high definition linear service in all systems in So Cal, Texas, Ohio, the Carolinas, and New York. Once an Affiliate System launches the Service, it shall remain carried for the term of the Agreement, unless Network violates and is unable to correct the terms and conditions of this Agreement.
3. **VOD Service:** Network agrees to provide Affiliate with a minimum of 10 hours of high quality programming content (with a 25% weekly refresh rate) for distribution by Affiliate on a VOD basis ("VOD Content"). Network shall provide such content at its own expense to GDMX. In connection with the foregoing, Network grants to Affiliate, and Affiliate hereby accepts, a non-exclusive license and right to distribute and exhibit the VOD Content to subscribers of its Systems that carry a linear form of the Network's Service.
4. **Term:** The Term shall be from the Effective Date to December 31, 2017.
5. **Rates and Reporting:** During the term, Affiliate shall pay Network license fees as set forth on Exhibit A hereto. Affiliate shall pay Network for each and every level of service the subscriber may elect to subscribe to. Within sixty (60) days following the end of each full calendar month during the Term, Affiliate shall deliver, together with the payment of license fees due to Network, a report to Network containing: (a) a list of markets carrying the Service, (b) the total number of service subscribers in each such market, and (c) the total number of subscribers receiving the Service per tier per market.

6. **Courtesy Free Period:** As a courtesy for help in expediting this LOI and in exchange for marketing support, Network hereby waives all rates for calendar years 2007 and 2008 for all of Affiliate's Systems. The effective rates for all Services for 2007 and 2008 shall be free of charge, as reflected on the rate card.

7. **Representations and Warranties:** Affiliate represents and warrants that: (a) it shall have the legal authority to provide the Services and VOD Content to its subscribers via its Cable Systems; and (b) it is and will remain in full compliance with all applicable material Federal, state and local laws and regulations in connection with distributing the Services and VOD Content via its Cable Systems. Network represents and warrants that (a) it owns or controls the necessary rights to the Services and VOD Content and the programs therein and is empowered to grant the rights, licenses and privileges granted in this LOI; (b) the Services and VOD Content, including without limitation, the programming and advertising contained therein, as well as any marketing/promotional materials provided by Network to Affiliate, will not be defamatory, will comply with all applicable material Federal, state and local laws and regulations and will not violate the rights of any person or entity; and (c) it has obtained, and will maintain during the Term, any through-to-the-viewer performance licenses with respect to all music or other content contained in the Service and VOD Content sufficient to permit Affiliate's distribution as permitted hereunder.

8. **Confidentiality.** Neither party shall disclose to any third party (other than advisors, insurers, and financial entities, of either party that have agreed to keep such information confidential) without the other party's prior written consent the rates, terms and conditions of this LOI or any confidential information concerning the other. Affiliate and Network will work together on a mutually acceptable press release for distribution within 60 days.

9. **General Provisions:** Neither Network nor Affiliate shall have any liability with respect to any failure by either party, as the case may be, to perform any of their respective obligations hereunder if such failure is due to any cause beyond the reasonable control of such party. This LOI shall be governed by the laws of California, without regard to its conflict of law principles. The parties agree that this LOI shall be binding upon the faxing by each party of a signed signature page thereof to the other party, and this LOI may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument.

10. **Favorable Treatment:** WealthTV will extend a "net effective rate" MFN against any other direct agreements with other multivideo distribution partners based upon the number of subscribers receiving WealthTV on TWC systems.

11. **Notices:**

If to Network:

Herring Broadcasting, Inc.
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Attention: Charles Herring, President

Telephone: (858) 270-6900
Facsimile: (858) 270-6901

12. **Formal Agreement:** The parties agree to negotiate in good faith the execution of a formal affiliation agreement ("Affiliation Agreement") containing, among other things, the terms and conditions set forth in this LOI, as well as other terms and conditions typically found in agreements of that nature; provided, however, that until such Affiliation Agreement is executed by the parties hereto, this LOI shall be binding and continue to apply in full force and effect.

Acknowledged and Agreed:

NETWORK
Herring Broadcasting, Inc.

By: _____
Charles Herring
President

Date: _____

AFFILIATE
Time Warner Cable

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A - RATECARD FOR WealthTV

License Fees

Subject to any periods of free carriage as shown below, Affiliate shall pay to Network the following license fees per subscriber of the Service for each month of the Term. All rate changes are effective January 1 of the appropriate year. The applicable number of Service subscribers shall be determined by dividing in half the sum of Affiliate's Service subscribers on the first day of the month and the number of Affiliate's Service subscribers on the last day of the month for each level of service.

For purposes of calculating payment of license fees due hereunder:

- (i) Network agrees that Affiliate shall not be required to pay for the following Service subscribers: (A) any facility used primarily to monitor and control programming (B) any employee of the Affiliate not charged for receiving the Service; (C) any party with whom Affiliate offers the Service with no intention of charging or receiving payment (such as VIPs, etc.); and (E) any "Non-pays", meaning those Service subscribers who have not paid their monthly bill to Affiliate for a given month and are subsequently disconnected within ninety (90) days and never pay prior to disconnect.
- (ii) If Affiliate supplies the Service to subscribers in any multiple unit building on a single, bulk-rate billing basis, then the number of Service subscribers for such building shall be computed on an equivalent subscriber basis by dividing Affiliate's gross billings for such building for the month by the monthly rate generally being charged individual Service subscribers for the level of multichannel video service (including buy-through tiers) on which the Service is carried by the Affiliate's System.

(iii) Network waives its Standard Digital Rate for any subscriber receiving Network's HD Linear Feed.

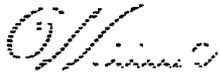
EXHIBIT A

Rate Card

	2007	2008	2009	2010	2012	2013	2014	2015	2016	2017
<u>Level of Service:</u>										
Standard Digital (SD) Rate	FREE	FREE	\$0.08	\$0.09	\$0.10	\$0.11	\$0.12	\$0.13	\$0.14	\$0.15
HD Rate with Digital Launches	FREE	FREE	\$0.22	\$0.24	\$0.26	\$0.28	\$0.30	\$0.32	\$0.34	\$0.36
VOD rate with launch of linear service	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE

Exhibit 17:

Comments of Eric Goldberg, Time Warner Cable, on term sheet furnished by
WealthTV to Time Warner Cable, Inc.



Term Sheet for WealthTV

Term Sheet between Time Warner Cable ("Affiliate") and Herring Broadcasting, Inc. ("Network").

Network's address is: 4757 Morena Blvd, San Diego, CA 92117. Network owns and operates "WealthTV", a 24/7 national cable channel and related services.

HD VOD Service:

- * Network agrees to provide Affiliate with a minimum of 20 hours of HD VOD content with a refresh rate of 50% on a monthly basis. Needs to be delivered on a weekly basis, about 2.5 hours per week
- * Network will utilize the services of GDMX or any other mutually agreed upon VOD distribution entity to provide content to Affiliate. The costs for supplying the HD VOD shall be incurred by the Network.
- * Throughout the term, Affiliate agrees to exhibit Network's HD VOD content to all of Affiliate's subscribers capable of receiving HD VOD. We can agree to hunting license only, with full drop rights. Also can be carried on any tier of HD. Basic, Free HD (that includes simulcast services) or the HD tier
- * Network shall have the right to include short format advertisements within the HD VOD content. The Lead In Advertisement(s) (any advertisement shown prior to initial airing of the show) shall not exceed 60 seconds in duration. Total advertisement run time shall not exceed 8/22nds of the content run time. (This is equivalent to a 22 minute show with 8 minutes of ad time.)

Ancillary materials can be included up 20% of the program of which TWC gets 20%. No ad can be longer than :30 seconds. Also TWC gets the pre- pre roll of up to :30 seconds. No ads for products or services that are competitive to TWC or products and services that we do not carry in the system.

HD VOD REPORTING:

- * On a monthly basis, Affiliate shall report the number of views per show, the total number of subscribers capable of viewing the content, and any other matrix commonly provided to similar networks. (We need a comparison matrix to gage our progress compared to other similar HD VOD content.) Percentage Viewed on a monthly basis (PV) can be determined by calculating the [(number of views per show)/(total number of subscribers capable of viewing the content)] x 100 = PV. For comparison purposes and the ability for the Network to rank and improve its programming, Affiliate shall report a PV average value on a monthly basis for consistent group of similar HD programming to the Networks.

We can only provide the 4a required VOD data on a monthly basis

- a. Total Universe of STBs
- b. Total Views per Asset
- c. Unique Views per Asset
- d. And, when we can fix the technical issues Total Time Spent. Hopefully, we can fix this soon to complete the picture.

TERM:

- * The Term shall be from the Effective Date to December 31, 2017. TBD-most likely 3 years with 1 year renewals

LINEAR HD:

- * Affiliate shall have the right, but not the obligation to carry the Network's linear HD feed.

Deleted: Affiliate shall recommend to its systems to entertain the launch of the HD service

- * Upon launch of the linear HD feed by a system, the linear HD feed shall be carried throughout the term without the right to drop the feed. The linear HD feed shall not be re-tiered or re-packaged such that the number of subscribers receiving the feed is reduced. The linear HD feed shall be exhibited on a single channel on a 24/7 basis, with changes, additions, or modifications of any kind. The linear HD feed has not be offered a la carte or in any tier with less than five full time networks. **We will do a hunting license for the linear service with the current rate card (free thru 2008) and the flexibility to put in any package or tier other than a la carte. We must retain drop rights**

LINEAR REPORTING:

Deleted: ¶

- *

Deleted: Affiliate shall provide Network with a monthly rating per program per system

LINEAR HD RATE REDUCTION FOR DIGITAL CARRIAGE:

- * Affiliate shall have the right, but not the obligation to carry the Network's standard digital feed. Beginning in 2009, network shall provide a \$0.08 rate reduction, with a one cent reduction each year thereafter, in the HD linear feed for any systems carrying the Network's standard linear digital feed. If a division carries the SD channel the HD channel is treated as a simulcast where we have the rights to the feed for no additional fees. Only service subscribers would have access in that instance.

TWO MINUTES PER HOUR:

- * Network shall make two (2) minutes per hour available in the schedule of the linear service ("Ad Avails") for Affiliate to insert commercial and promotional announcements.

COURTESY FREE PERIOD:

* As a courtesy for help in concluding this agreement by September 1, 2007, and in exchange for marketing support, Network hereby waives all rates for calendar years 2007 and 2008 for all of Affiliate's Systems. The effective rates for all Services for 2007 and 2008 shall be free of charge, as reflected on the rate card.

FAVORABLE TREATMENT:

* WealthTV will extend a "net effective rate" MFN against any other agreements within the same territory with other multivideo distribution partners that have launched WealthTV in linear fashion and have equal to or less than the number of linear subscribers as TWC.
NER MFN against all distributors regardless of size

* Notwithstanding anything to the contrary, WealthTV shall never be obligated to pay Affiliate any fees or extend any credits for any period of time. In other words, both parties agree that if the "net effective rate" is calculated less than zero, it shall be rounded up to zero.
We expect any free periods and or launch support to be included in the NER calculation total regardless of the total being less than zero

MONTHLY RATES:

	2007	2008	2009	2010	2012	2013	2014	2015	2016	2017
<u>Level of Service:</u>										
Standard Digital (SD) Rate	FREE	FREE	\$0.08	\$0.09	\$0.10	\$0.11	\$0.12	\$0.13	\$0.14	\$0.15
HD Rate with Digital Launches	FREE	FREE	\$0.22	\$0.24	\$0.26	\$0.28	\$0.30	\$0.32	\$0.34	\$0.36
VOD rate with launch of linear service	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE

Exhibit 18:

Term sheet initialed by Charles Herring, President of WealthTV and returned
to Time Warner Cable, Inc, dated September 5, 2007



Term Sheet for WealthTV

Term Sheet between Time Warner Cable ("Affiliate") and Herring Broadcasting, Inc. ("Network").

Network owns and operates "WealthTV", a 24/7 national cable channel available in standard definition (SD), high definition (HD), SD VOD and HD VOD, hereafter Services.

Network's corporate offices are located at: 4757 Morena Blvd, San Diego, CA 92117. Phone: 858-270-6900, Fax: 858-270-6901. Primary contact: Charles Hering, president. Any notices shall be copied to the president and Head of Affiliate Relations.

HD VOD Service:

Network agrees to provide Affiliate with a minimum of 20 hours of HD VOD content with a refresh rate of 50% on a monthly basis with a weekly update of approximately 2.5 hours.

Network will utilize the services of GDMX or any other mutually agreed upon VOD distribution entity to provide content to Affiliate. The costs for supplying the HD VOD shall be incurred by the Network.

Throughout the Term, Affiliate agrees to offer Network's VOD content to all of Affiliate systems on a "hunting license" basis, with the ability to drop at the discretion of the Affiliate.

VOD ADVERTISING TIME

Network shall have the right to include short format advertisements within the HD VOD content. The Lead In Advertisement(s) (any advertisement shown prior to initial airing of the show) shall not exceed 60 seconds in duration. Ancillary materials can be included up to 20% of the program time of which TWC shall receive 20%. No ad can be longer than thirty seconds in duration. Affiliate shall receive the pre- pre roll of up to thirty seconds (to precede any Lead in Advertisement(s)), which shall be part of Affiliate's 20% advertising time. Network shall not advertise any products or services that are competitive to TWC or products and services that Affiliate does not carry in the system.

VOD REPORTING:

Affiliate shall supply the following VOD reporting data for each System to the Network on a monthly basis:

- a. Total Universe of set top boxes, STBs
- b. Total Views per Asset
- c. Unique Views per Asset
- d. Total Time Spent within each Asset.

TERM:

The Term shall begin upon from the Effective Date *(to be defined by Affiliate)* and conclude five years thereafter with automatic one year renewals thereafter unless either Party provides written notice within 90 days of any renewal period.

LINEAR HD:

Throughout the Term, Affiliate agrees to offer Network's Linear Services to all of Affiliate systems on a "hunting license" basis, with the ability to package, tier, and/or drop at the discretion of the Affiliate. The Linear Services shall be exhibited on a single channel on a 24/7 basis, with changes, additions, or modifications of any kind. The Linear Services shall not be offered a la carte or in any tier with less than five full time networks.

LINEAR REPORTING:

(Per Affiliate's standard reporting, to include total subs in system, subs receiving the Service(s), level of service (tier/packaging) and channel number.)

LINEAR HD RATE REDUCTION FOR DIGITAL CARRIAGE:

Affiliate shall have the right, but not the obligation to carry the Network's standard digital feed. Beginning in 2009, network shall provide the HD linear simulcast service free of charge to any subscriber receiving the SD channel with the applicable rates shown in the Rate Card below.

TWO MINUTES PER HOUR:

Network shall make two (2) minutes per hour available in the schedule of the linear service ("Ad Avails") for Affiliate to insert commercial and promotional announcements.

COURTESY FREE PERIOD:

As a courtesy for help in concluding this agreement by September 20, 2007, and in exchange for marketing support, Network hereby waives all rates for calendar years 2007 and 2008 for all of Affiliate's Systems. The effective rates for all Services for 2007 and 2008 shall be free of charge, as reflected on the rate card.

FAVORABLE TREATMENT:

WealthTV will extend a "net effective rate" MFN against any other agreements within the same territory with other multivideo distribution partners for primarily home television use that have launched WealthTV in linear fashion REGARDLESS OF SIZE.

RATE CARD

A standard digital Rate with free HD linear carriage by system is shown below along with a "stand alone HD linear rate for systems only launching the service in high definition.

Upon launch of WealthTV in linear on any system, the HD VOD shall be free through the term across all Systems.

	2007	2008	2009	2010	2012	2013	2014	2015	2016	2017
<u>Level of Service:</u>										
Standard Definition (SD) Linear Rate with FREE HD CARRIAGE	FREE	FREE	\$0.19	\$0.21	\$0.23	\$0.25	\$0.27	\$0.29	\$0.31	\$0.33
HD Linear Stand-Alone Rate	FREE	FREE	\$0.22	\$0.24	\$0.26	\$0.28	\$0.30	\$0.32	\$0.34	\$0.36
SD & HD VOD rate with launch of linear service	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE

Agreed.
 CPA
 Charles Ferris, 9/5/07
 WealthTV

Exhibit 19:

Letter Dated October 8, 2007 from Robert Herring, Sr, of WealthTV to Mr.
Eric Goldberg of Time Warner Cable, Inc.



IT'S YOUR LIFE...SPEND IT WELL

October 8, 2007

Mr. Eric Goldberg
Senior Director of Programming
Time Warner Cable
290 Harbor Drive
Stamford, CT 06902

Re : WealthTV

Dear Eric:

Since 2004, I've done my best to stay fully informed on our efforts to work with Time Warner Cable on an affiliation agreement. With the most recent encouraging activities, namely working on a term sheet, I'd like to extend my appreciation for your efforts.

As you know, in early August, steps were taken to conclude a corporate agreement that, according to my understanding, would allow systems that have expressed strong interest in launching WealthTV to move forward upon completion of such a corporate agreement. Multiple locations, including Time Warner San Antonio have expressed that they would launch WealthTV shortly after completion of a corporate agreement, or earlier, if allowed by Time Warner Cable's corporate programming group. In addition to Time Warner systems, WealthTV is unable to launch on Brighthouse systems until a Time Warner affiliation agreement is in place according to those at Brighthouse with whom we have spoken.

While I was traveling, Charles kept me fully informed on the term sheet process. Time Warner required a "hunting license" with a full drop clause provision. After numerous discussions back and forth, it's my understanding that there was no room for negotiations on these and other points. I gave my approval to acquiesce on these points and all other terms required by Time Warner. In early September, WealthTV notified Time Warner Cable that the terms were acceptable, which should have concluded the term sheet process and brought us to an agreement in principle over the terms of carriage. Ironically, it's my understanding that we are awaiting Time Warner's approval of its own term sheet - which we have accepted in its entirety - prior to receiving a copy of Time Warner's affiliation agreement.



4757 Morena Blvd., San Diego, CA 92117 Ph: 858-270-6900 Fax 858-270-6901 www.wealthtv.net



IT'S YOUR LIFE...SPEND IT WELL

In the mean time, scheduled launches on Time Warner systems continue to take place without WealthTV. Time Warner locations are unable to include us in their scheduled plans due to "delays" at the corporate level that simply seem unwarranted and are completely unexplained.

With WealthTV in its fourth year as a launched 24/7 national high definition channel, it is unacceptable to "stand by" on repeated promises by Time Warner that simply go unfulfilled. It leaves me with no other remedy than to resume where we stepped off prior to your recent involvement.

Any consideration or guidance you can extend on how we can work together to move forward would be greatly appreciated. I'm pleased to make myself available for such discussions.

Very truly yours,

Robert Herring
Chief Executive Officer
Herring Broadcasting, Inc.



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Exhibit 20:

Sampling of WealthTV Viewer Comments and Requests

Top Ten WealthTV Viewer Comments

"One of my colleagues watched your channel in Dallas last week and like the content" Scott Pleyte, Programming Marketing Manager, Time Warner Cable San Antonio, 12/28/06. Time Warner employee watching on a competitor's system in Dallas (believed to be Verizon FiOS TV.)

"Just discovered your channel and website and they are just fantastic! I'm hooked and can not escape. Keep up the great work!" Joseph watching on Charter Communications, Burbank 91501.

"Thanks for making TV enjoyable and informative again!", Charles Keith, watching on Verizon FiOS TV, Midlothian, 23112

"Just switched from comcast to u-verse and discovered WealthTV. Great programs. We watch it more than any other station!", Donald J. Casino watching on AT&T U-Verse TV, Danville, 94526

"Great programming... love it" Gil Van Schoor watching on Verizon in Columbia, 92045

"Excellent station, I just got Verizon for my cable provider and love all the programming on this station. Keep up the good work. The Boomer Show is fantastic" Louis Noborini, watching Email: ljnwine@comast.net City: Marlborough Zip: 01752 Provider: Verizon

"Envy is the best hi-def program on cable. Good job!" Jason watching on WideOpenWest, Naperville, 60540

"When can I see the episode of Wealth on the water, Tanya sailing the Greek Isles on The Moorings sail boat again. It was wonderful." Jon Ferrari watching on Qwest, Lebanon 08833

Your programming is excellent. I especially like the Private Jet Programs. I would like to see more Private Jet Programs. Thanks for the excellent programming. Raiford C. Dudley, Jr, Qwest customer in Glendale 95308

"enjoy wealth tv very much. I am having difficulty obtaining a particular recipe: corn sauce served w/ scallops. new york?" R Sullivan, AT&T U-Verse, Indianapolis, 46220

"What a great feel good channel. I watch every day.", Ron Jahn, watching on Charter Communications, Reno 89523