



TERMS AND CONDITIONS OF THE OFFER FROM

Mission Broadcasting, Inc.
(COMPANY)
KJTL/KJBO
(STATION)
Wichita Falls, KS
(MARKET)

For the Distribution Broadcast Rights to the
Sony Pictures Television Inc. Television Distribution Series

PAT CROCE, MOVING IN
(2004-2006)

The following sets forth the terms and conditions of an offer (the "Agreement") to **SONY PICTURES TELEVISION INC.** ("Distributor") from the above-named company ("Licensee") with regard to the licensing of Distributor's one-half (½) hour television series **"PAT CROCE, MOVING IN"** (the "Program") in the above-named market for the 2004-2006 broadcast years.

This offer is subject to Distributor's release and distribution of the Program nationwide on a market-by-market basis, and further subject to those additional provisions as are contained in Distributor's standard series contract and Distributor's Standard Terms and Conditions, copies of which are available on request, which may be fully set forth in a long-form contract incorporating said Standard Terms and Conditions.

1. Availability Date:

Fall 2004

2. License Term

Distributor will produce and license to Licensee one hundred and four (104) weeks (the "License Term") of the Program (the "Episodes"). The Licensee shall be obligated to broadcast the Program on a Monday through Friday basis, two (2) episodes per day (the "Daily Telecasts") (collectively, the "Telecasts") solely over the primary broadcast signal of the facilities of station KJTL/KJBO. The channel designation of the station is 18/35 and its network affiliation is FOX/UPN.

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be rebroadcast and the number of times each Episode shall be so rebroadcast). Licensee shall broadcast each Episode exactly as delivered by Distributor and without deletion or change in such Episode or in the commercials furnished by Distributor, except that Licensee may add its commercial matter solely in the commercial positions provided by Distributor. Licensee agrees to provide TVData or any other similar service designated by Distributor, with any and all information regarding Licensee's broadcast of the Episodes requested by such service. If Distributor so requests at any time, Licensee shall supply Distributor with a usage report for the portion of the License Term indicated by Distributor, confirming that each Episode (listed by episode number and episode title) and Distributor's commercials therein (listed by commercial i.d. number) were actually broadcast as required herein and the respective date(s) of such Telecast(s), certified as correct by an officer of Licensee. Licensee further agrees that within each commercial pod none of Licensee's commercials will be for products or services competitive with products or services of Distributor's commercials. Licensee agrees not to add any commercial time beyond the allotted time herein.

While Distributor recognizes Licensee's responsibility as a broadcast licensee to schedule its programming and to determine the content of its programming and advertising matter, the Licensee Broadcast Obligation herein is of the essence of the Agreement and failure by Licensee to meet said Licensee Broadcast Obligation shall entitle Distributor to exercise its rights pursuant to Paragraph 14 of the Standard Terms and Conditions and/or any other remedies in law or at equity, including without limitation, the issuance of an injunction mandating the broadcast of the Program in accordance with this Agreement.

5. Preemption/Prevention

Broadcast of any Telecast may be preempted for the presentation of a news event or a non-regularly scheduled program of national/local importance or a live sports event. Failure to make any preempted or prevented Telecast shall be deemed to be a material default by Licensee unless (a) Licensee shall notify Distributor of such failure via the internet at spe.sony.com, by electronic mail (e-mail) at preemption@spe.sony.com or in writing by facsimile to (310) 244-5359 on or before seven (7) business days prior to such preemption for a non-regularly scheduled program of national/local importance or a live sports event or on or before forty-eight (48) hours after a news event and of the reasons therefor; and (b) within seven (7) days of the originally scheduled Telecast which was preempted or prevented ("Make Good Period"), Licensee shall make good such preempted or prevented Telecast (the "Make Good Broadcast") by: (i) broadcasting such preempted or prevented Telecast in its entirety (including Distributor's commercials) in a comparable or better time period or (ii) including the commercial inventory of Distributor contained in such preempted or prevented Telecast in regularly scheduled broadcast(s) of other Telecast(s) of the Program during the Make Good Period provided; however, that if Licensee shall fail to comply with the requirements of this sentence due to an event or events of force majeure, affecting Licensee or Distributor, the provisions of Paragraph 12 of the Standard Terms and Conditions shall apply.