



TELEVISION STATION'S
CASH
SERIES OFFER

DATE: 5/26/06

STATION: KWHE

MARKET: Honolulu, HI

SALESPERSON: Deutscher

PRODUCT NAME: Flipper

PREPARED BY: Boudart

Approved: JW ____ RF ____

NUMBER OF EPISODES: 88

NUMBER OF RUNS: 3

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CONTRACT

START DATE: 10/2/06

ENDING: 9/28/07

Is contract start date an ON or BEFORE? YES/**NO**

PRICE PER EPISODE: \$135.00

TOTAL LICENSE FEE: \$11,880.00

PAYMENTS:

DOWN PAYMENT: 0

NO. OF MONTHLY
INSTALLMENTS: 12

MONTHLY INSTALLMENTS: \$990.00 FINAL INSTALLMENT: \$990.00

PAYMENT START DATE: 10/2/06

Is payment start date an ON or BEFORE? YES/NO

LICENSEE: LeSea Broadcasting

1188 Bishop Street, #522

Honolulu, HI 96813

Phone No. (808) 538-1414 Fax No. (808) 526-0326

PERSON AND TITLE WITH WHOM NEGOTIATIONS CONDUCTED: Steve Warnecke

OTHER PROVISIONS: _____

No additional telecasts of Episode(s) are permitted. If Licensee telecasts an Episode more than the number of times permitted by this Agreement, Licensee will be liable for any and all costs and damages resulting from such unauthorized telecasts, including, but not limited to, additional residual payments incurred by Distributor.

Licensee shall supply Distributor with signed and dated usage reports listing dates and titles of each of the Picture(s) aired. These usage reports shall be sent to Distributor thirty (30) days following each calendar month of the term hereof as to the Episode(s) telecast during such calendar month. In the event usage reports are not returned by Licensee on a timely basis, i.e., thirty (30) days following each calendar month of the term hereof, Licensee will be in default of this license agreement.

Distributor shall deliver the Episodes to Licensee on videotape. The Episodes shall be delivered no later than forty-eight (48) hours prior to the first broadcast of each Episode. Distributor will determine method of shipment unless otherwise specified by Licensee, charges collect. Licensee shall return the Episodes to Distributor or Distributor's designee. Shipment shall be according to Distributor's instructions, charges prepaid. Licensee agrees to pay shipping both ways.

Licensee will book from Distributor's tapes and dub to Licensee's own stock with a one-time-only free booking. Licensee will retain said copies only for the limited purpose of effecting such telecasts during the term hereof. Distributor shall retain title to all such retained copies. At the expiration of the term of the license granted hereunder, for each Episode for which Licensee has custody of a retained copy, Licensee shall erase the tapes and furnish satisfactory proof of erasure to Distributor.

Licensee understands that Distributor reserves the right, in its sole discretion, to accept or reject this offer for any reason whatsoever and may, in addition to this offer, require Licensee to provide financial documents or other evidence of creditworthiness in form and substance satisfactory to Distributor.

Distributor shall have the right, upon thirty (30) days' prior notice, to terminate the Agreement and recapture the Program. In no event shall Distributor exercise said right for the purposes of relicensing the Program to another local broadcast station in the Market.

This offer is subject to approval by an executive officer of Sony Pictures Television Inc. ("Distributor"). When this offer is approved by Distributor, it shall then constitute the entire valid and binding agreement. Distributor shall be under no obligation to deliver the Program to licensee until such time as this offer is fully executed by Distributor.

AGREED AND ACCEPTED:

KWHE
STATION CALL LETTERS

SONY PICTURES TELEVISION INC.
A unit of Sony Pictures Entertainment Inc.

By: _____

By: _____

Title: _____

Richard Frankie
Executive Vice President,
Business Operations

Date: _____

Date: _____