



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.

10202 WEST WASHINGTON BOULEVARD, CULVER CITY, CA 90232-3195
(310) 244-8851 FAX No. (310) 244-2270

In the event that Episodes of the Program are not produced due to production, distribution or other problems, or production is terminated after commencement of delivery of the Program, then neither Licensee nor Distributor shall have any further obligation with regard to Episodes not produced and distributed as of the date such termination becomes effective. Licensee acknowledges that Distributor shall have the right to license the Program to a national television network service (i.e. broadcast or cable) during the License Term. In addition, Licensee acknowledges that Distributor shall have the right to license audio broadcasts of the Program.

3. Time Period Commitment and Promotion Commitment: 104 Weeks

First Daily Telecast: Monday-Friday 9:00am to 1:00am

Second Daily Telecast: Monday-Friday 9:00am to 1:00am

Distributor will supply promotional and advertising materials and Licensee agrees, as a material provision of the Agreement, to promote the Program by giving it local advertising support including, without limitation, appropriate newspaper and TV Guide print promotion support and Licensee agrees to further provide, as a minimum, the on-air promotion support set forth below.

Each day upon which an Episode of the Program is scheduled for broadcast, Licensee agrees, as a material provision of the Agreement, to broadcast both i) a thirty-second promotional announcement in the program immediately preceding the broadcast of the Daily Telecasts of the Program and ii) Licensee agrees to further provide, as a minimum, 15 G.R.P.'s per day of on-air promotional support against the women 25-54 demo between 9am - 1am. Licensee agrees said on-air promotional support is a material provision of the Agreement.

Licensee shall be obligated to notify Distributor of the hour time period (the "Designated Time Period") within the Time Period Commitment(s) set forth herein that Licensee shall broadcast the Program at the commencement of the License Term. Licensee shall have the option to change the Designated Time Period within the Time Period Commitment(s) set forth herein. Licensee shall be obligated to give Distributor forty-five (45) days' prior written notice before implementing said change. Notwithstanding the foregoing, Licensee shall not have the option to change the Designated Time Period during any of the four national Nielsen ratings periods (i.e., the exact weeks as determined by Nielsen Media research for the November, February, May and July ratings periods).

It is of the essence of the Agreement that Licensee broadcasts the Program in the time period indicated above except in the event of a valid preemption or prevention as set forth in Paragraph 5. In the event Licensee breaches this obligation or any other obligation as set forth in the Agreement (which Licensee agrees and acknowledges that such obligations are special and unique) and notwithstanding the payment of any required license fees, Distributor shall be entitled to equitable remedies (including, without limitations, injunctive relief) requiring Licensee to broadcast the Program within the Time Period Commitments indicated above.

4. Licensee Broadcast Obligation

Each Daily Telecast of an Episode of the Program will contain 7 minutes of commercial time, with 3½ minutes to be sold by Licensee and 3½ minutes to be retained and sold by Distributor. In addition, Distributor may insert billboards, fee spots and/or closed-captioned sponsor announcements. Commencing on the Availability Date and continuing through the License Term, Licensee agrees to broadcast and, subject only to Paragraph 12 of the Standard Terms and Conditions, to make good any preempted or prevented telecast in accordance with paragraph 5(b)(i) below.

During each such week, Licensee shall broadcast each of the Episodes designated by Distributor for broadcast during such week on each of the particular broadcast days in the order designated by Distributor for each Episode during such week, it being understood that Distributor shall determine in its sole discretion the sequence of Episodes broadcast (including, without limitation, whether and in what order any Episode broadcast hereunder shall

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.

6. Delivery

Delivery shall be by satellite with Licensee bearing the cost of receiving the signal. In the event Licensee does not receive the satellite feed(s) provided by Distributor, then Licensee shall request additional delivery by Distributor, and Distributor shall provide either an additional satellite feed or delivery by videocassette, at Distributor's election. In either event, the cost thereof shall be the sole responsibility of Licensee.

7. Additional Provisions

Distributor shall have the right to terminate the Agreement and recapture the Program to be re-licensed in Licensee's television market at any time during the License Term of the Agreement if either of the following events occur: i) Licensee should change its affiliation status; or ii) Licensee's broadcast channel designation should change, except for channel allocation associated with conversion to digital television. In consideration thereof, Distributor shall give Licensee prior written notice before exercising said right.

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.

This offer is subject to acceptance by an executive officer of Distributor. When the terms of this offer are accepted, it shall constitute a 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:

KJTL/KJBO
STATION CALL LETTERS

By: _____

Title: _____

Date: _____

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

By: _____

Richard Frankie
Executive Vice President,
Business Operations

Date: _____