



TERMS AND CONDITIONS OF THE OFFER FROM

LIN Television Corporation  
(COMPANY)  
WUPW  
(STATION)  
Toledo, OH  
(MARKET)

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

**LIFE & STYLE**  
**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 first-run, one-hour syndicated television series entitled "**LIFE & STYLE**" (the "Program") in the above-named market for the 2004-2005 and 2005-2006 broadcast years (respectively "Year One" and "Year Two").

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 Terms and Conditions, copies of which are available on request.

1. Availability Date

September 2004 and September 2005

2. License Term

Distributor will produce and license to Licensee up to one hundred and four (104) weeks (the "License Term") of the Program (the "Episodes"). The Program will be broadcast once or twice daily on a Monday through Friday basis (i.e., five (5) or ten (10) telecasts per week [the "Telecast(s)"]) solely over the primary broadcast and signal of the facilities of station WUPW. The channel designation is 36 and the network affiliation is Fox.

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 basic cable/satellite programming service. In addition, Licensee acknowledges that Distributor shall have the right to license audio broadcasts of the Program.

3. License Fee and Payment

Year One

The License Fee for the First Daily Telecast shall be \$ 300 PER WEEK for the License Term payable in 12 consecutive monthly installments commencing September 1, 2004.

The License Fee for the Second Daily Telecast shall be \$ \_\_\_\_\_ PER WEEK for the License Term payable in 12 consecutive monthly installments commencing September 1, 2004.

Year Two

The License Fee for the First Daily Telecast shall be \$ 300 PER WEEK for the License Term payable in 12 consecutive monthly installments commencing September 1, 2005.

The License Fee for the Second Daily Telecast shall be \$ \_\_\_\_\_ PER WEEK for the License Term payable in 12 consecutive monthly installments commencing September 1, 2005.

4. Time Period and Promotion Commitments: 2004-2005 & 2005-2006 Broadcast Years  
(Time Periods are inclusive)

Daily Telecast:            Monday-Friday            9:00 AM to 5:00 PM

Distributor will supply promotional and advertising materials and Licensee agrees, as a material provision of this 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, 25 GRPs per day of on-air promotional support and one thirty-second promotional announcement in the half hour immediately preceding the broadcast of the First Daily Telecasts of the Program.

Licensee shall be obligated to notify Distributor of the one-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 6. In the event Licensee breaches this obligation or any other obligation as set forth in the Agreement (which such obligations Licensee agrees and acknowledges 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.

5. Licensee Broadcast Obligation

Each telecast of the Program will contain 14½ minutes of commercial time, with 11 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 telecast any Make Good Broadcast of any particular Telecast in accordance with paragraph 6(b)(i) below. Licensee agrees that it shall not broadcast the Program more than twice per day except in situations where Licensee broadcasts the Program pursuant to paragraph 6(b)(i) hereinbelow.

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 allowed herein.

Licensee must telecast Episode(s) of the Program only as scheduled. No additional telecasts of Episode(s) are permitted. If Licensee telecasts an Episode more than the number of times permitted by this Agreement, or telecasts an Episode out of sequence (not according to the schedule provided by Distributor), Licensee shall 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. 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.

6. 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 in writing of such failure by internet at [www.SonyPicturesTelevision.com](http://www.SonyPicturesTelevision.com), by electronic mail (e-mail) at [preemption@spe.sony.com](mailto:preemption@spe.sony.com) or 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.

7. 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 responsibility of the Licensee.

8. 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. Both Licensee and Distributor contemplate that a long form license agreement may be entered into in the near future; however, until such time, this offer, when accepted by Distributor's executive officer, will constitute the entire agreement between Distributor and Licensee. 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:

\_\_\_\_\_  
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:\_\_\_\_\_