

MANSFIELD TELEVISION DISTRIBUTION CO.
PROGRAM LICENSE AGREEMENT

This Station License Agreement (this "Agreement") is made and entered into as of (DATE) between MANSFIELD TELEVISION DISTRIBUTION CO. ("Licensor") and (STATION, MARKET, STATE) ("Station/Licensee") as follows:

Whereas Licensor distributes a certain television program entitled (SHOW TITLE), and
Whereas, Station desires to obtain a license to telecast (SHOW TITLE) under the terms and conditions stated herein:

Now therefore, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The License. Licensor hereby grants Station the following license:
 - a) Program Title:
Total # of Episodes: (select one) 26 episodes (original & repeats) OTO
Telecast Dates:
Telecast Day/Time:
Double Runs:
 - b) The Program will be telecast on a barter basis whereby, in lieu of any license fee, Mansfield Television Distribution Co. will receive three and one-half (3 ½) minutes of commercial advertising time per Episode for its sales and/or promotions. Station will receive three and one-half (3 ½) minutes of commercial advertising time per Episode for its sale and/or promotions.
 - c) Each Program is approximately thirty (30) minutes in length and is formatted to accommodate a total of seven (7) minutes of commercial advertising time.
 - d) Affidavits of performance must be sent to Licensor each month indicating date and time of each broadcast during the preceding month.
 - e) Mansfield Television Distribution Co. will offer delivery via satellite feed or tape delivery. Satellite feed information will be forthcoming.
 - f) Music Performing Rights. Licensor warrants and represents that the performing rights in and to all musical compositions contained in each and every Episode of the Program are controlled by ASCAP, BMI, or SESAC, INC., or are in the public domain.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

(STATION, MARKET, STATE)

(NAME AND TITLE)

John M. Mansfield, MANSFIELD TELEVISION DISTRIBUTION CO.