

METV NETWORK

Station Affiliation Binding Term Sheet

Start Date: March 1 2013 ("Effective Date") Today's Date: January 15, 2013

Programmer: MeTV National Limited Partnership Affiliated Program Stream: D-2

Broadcaster: WJLA-TV/NewsChannel 8, a division of Allbritton Communications Company Community of License: Washington, DC

Station: WJLA-TV Station DMA: Washington Rank:8

Primary Channel Number: 7 Multicast Channel Position: 7-2

1. Term. Three (3) years from the Effective Date.
2. Certain Definitions.

"**Affiliated Program Stream**" means the Primary Program Stream or Multicast Stream of the Station on which the Programming is principally broadcast pursuant to this Term Sheet.

"**Multicast Stream**" means a free, over-the-air program stream broadcast within the Station's 6 MHz digital television signal, other than the Station's Primary Program Stream, and excluding any program stream transmitted by a method or in a standard specifically designed for mobile reception.

"**Primary Program Stream**" means the Station's free, over-the-air program stream broadcast within the Station's 6 MHz digital television signal that is the successor to the Station's analog stream, if any, and that Station consistently designates as its primary program stream.

"**Programming**" means the programming (including commercial identification and content) included in the television programming service currently known as the MeTV Network (the "**Network**").

3. Programming Provided. Programmer shall deliver to Broadcaster via satellite at Programmer's expense a 24/7 feed of the Network containing Programming in an ATSC standard definition format. Programmer shall be solely responsible for the selection and scheduling of the Programming. The Programming shall include at least three (3) hours per week of children's programming that meets the definition of "core" educational and informational programming of the FCC's rules ("**Children's Programming**").
4. Grant of Rights. Programmer hereby grants to Broadcaster the non-exclusive (except as set forth in Section 5) right and license to broadcast via free television (as such term is commonly understood in the television industry) the Programming on the Affiliated Program Stream of the Station in the Station's DMA. The rights granted hereunder are limited solely to (a) the right to broadcast the Programming on the Affiliated Program Stream, and on the Alternate Stream as permitted under Section 8, of the Station, and (b) the right to authorize simultaneous retransmission of the Affiliated Program Stream by cable system operators, direct-to-home satellite system operators, approved IPTV service operators (including U-Verse and FIOS) or other multichannel video programming distributors, so long as transmission via any such technologies is for receipt by television receivers only (collectively, "**MVPD Distributors**") pursuant to Station's exercise of its must-carry or retransmission consent rights in accordance with Section 10.
5. Exclusivity. Broadcaster shall be entitled to invoke the protection against simultaneous duplication of the Network Programming imported under the Compulsory Copyright License, as provided in Section 76.92 of the FCC's rules, to the maximum geographic extent permitted by the FCC's rules within the Station's DMA. These rights shall be enforceable solely with respect to the duplicating programming of a Network-affiliated broadcast television station that is licensed to a community outside the Station's DMA.

6. **In-Pattern Broadcast.** Except as authorized under Sections 7 and 8, Broadcaster shall broadcast the Programming (a) on the Affiliated Program Stream on a full time (i.e., 24/7) basis, without modification, time-shifting, or editing; (b) in its entirety, including all commercial announcements, without interruption, deletion, addition, or alteration of any kind (except for the insertion by Broadcaster of advertisements, promotions, or public service announcements during periods designated by Programmer as available for such insertions); and (c) on an in-pattern basis. Within fifteen (15) days after the end of each month, Broadcaster shall provide to Programmer monthly performance reports in a form and substance reasonably requested by Programmer.

7. **Exceptions to In-Pattern Broadcast.** The terms and conditions of *Exhibit A* shall apply with respect to any preemption or substitution of Programming.

8. **Simulcasts on Alternate Stream.** If a Station's Affiliated Program Stream is a Multicast Stream, Programmer may designate a minimum of one (1) hour of Programming per day, Monday through Sunday, and, with Programmer's prior approval, Broadcaster shall have the right but not the obligation to telecast such Programming (including all national commercial advertisements originally contained therein) on the Station's Primary Feed (the "Alternate Stream") on either (a) a simulcast basis, or (b) a time-shifted basis at a time mutually agreed upon by Programmer and Broadcaster between 9:00 am and 12:00 midnight local time within twenty-four (24) hours following such Programming's scheduled in-pattern broadcast. In the event that Broadcaster telecasts Programming on a time-shifted basis pursuant to this Section 8, Broadcaster agrees that such time-shifted telecast shall be the sole telecast of such Programming, and that Broadcaster shall be responsible for filling the original time slot of such Programming with other programming obtained by Broadcaster at Broadcaster's expense. Any programming substituted by Broadcaster shall be subject to Programmer's prior written approval as follows: (aa) for regularly recurring substitutions, Broadcaster shall seek Programmer's approval at least thirty (30) days in advance of the telecast, (bb) for all other substitutions, Broadcaster shall seek Programmer's approval as early as practicable, but at least seven (7) days prior to the telecast.

9. **Commercial Inventory.** Broadcaster shall be entitled to [REDACTED] minutes of local commercial advertising availabilities per hour of Programming (other than Children's Programming, which shall not contain local commercial advertising availabilities). Broadcaster also shall be entitled to the online advertising and promotional inventory specified in Section 12.

10. **Retransmission of Programming.** Broadcaster shall have the right to exercise its must-carry or retransmission consent rights with respect to carriage of the Affiliated Program Stream by any MVPD Programmer serving the Station's DMA. *Exhibit B* lists all MVPD Distributors on which the Affiliated Program Stream is carried as of the Effective Date.

11. **Cable Subscriber Threshold.** Broadcaster shall use its commercially reasonable efforts to reach and maintain [REDACTED] of all cable subscribers residing in the Station's DMA through retransmission of the Affiliated Program Stream on cable systems in the Station's DMA (the "Cable Subscriber Threshold") as soon as possible, but not later than six (6) months after the Effective Date. Upon Broadcaster's achievement of the Cable Subscriber Threshold during the Term, Broadcaster shall maintain its market cable coverage at or above the Cable Subscriber Threshold throughout the Term. If Broadcaster fails to achieve the Cable Subscriber Threshold before the end of the sixth (6th) month after the Effective Date, or at any time after achieving the Cable Subscriber Threshold falls below the Cable Subscriber Threshold, then Programmer may terminate this Term Sheet on thirty (30) days' written notice. Until such time as Broadcaster secures carriage of the Affiliated Program Stream on a given cable or satellite system in the Station's DMA, Programmer shall have the right to negotiate distribution of the Network via such cable or satellite system.

12. **Music.** Broadcaster shall, at its sole expense, obtain and maintain for the Station such licenses, including music performing rights licenses, as are necessary for the Station to broadcast the Programming, including, but not limited to, all necessary licenses and agreements with ASCAP, BMI and SESAC.

13. **Local Website.** Programmer shall host a Station-specific MeTV-branded website (the "Local Website") located at the unique URL set forth in *Exhibit C* (which URL shall be owned by Programmer). The Local Website shall include certain Broadcaster branding elements, and Broadcaster shall be entitled to certain

advertising and promotional inventory, in each case as described in *Exhibit C*. Except as set forth in this Section 13 and *Exhibit C*, Programmer shall be solely responsible for the development of the Local Website and shall retain ultimate control over the look and feel of the Local Website and any branding or commercial elements included therein. Broadcaster shall use standard templates and other tools provided by Programmer to provide a formatted, printable version of Station's local broadcast schedule (which shall reflect all local exceptions to the national Network schedule). Programmer, in its discretion, may provide additional standard templates and tools to permit Broadcaster to further customize the Local Website. Broadcaster shall not develop or host any other MeTV-branded website and shall not customize or otherwise alter the Local Website except as contemplated under this Term Sheet using standard templates and other tools provided by Programmer. Programmer shall provide Network logos and other promotional graphics for use by Broadcaster in promoting and linking to the Local Website. At a minimum, Broadcaster shall post an IAB standard ad banner on its parent website that contains Programmer-provided Network logos and promotional graphics and directly links to the Local Website.

14. **Use of Trademarks and Logos.** Each party may use the other's trademarks, trade names, logos and other Network branding elements, as applicable (including each Station's name and call letters) (collectively, "Marks") in publicizing its activities and Programming pursuant to this Term Sheet, provided, that any use by Broadcaster of any Network or Programmer Marks shall be subject to prior approval by Programmer and any instructions or limitations specified by Programmer in connection with such use. Broadcaster shall not delete or alter any copyright, notice or Mark, or any credit, included in any materials delivered pursuant to this Term Sheet. The provisions of this section apply to all on-air and ancillary uses by a party of the other's Marks or credits.

15. **Promotion.** Broadcaster will promote MeTV in a manner which is commercially reasonable.

16. **MeTV Box.** A MeTV Station-in-A-Box (a "Box") shall be required for use in broadcasting the Programming. Each Box is valued at [REDACTED]. Programmer shall provide the Box to Broadcaster during the Term, and Broadcaster hereby acknowledges and agrees that Programmer shall retain ownership of all right, title and interest in and to the Box, and that Broadcaster shall be responsible to maintain the Box in good working condition. Broadcaster shall use the Box solely in connection with the broadcast rights granted pursuant to this Term Sheet and for no other purpose or programming without the express written consent of Programmer. Upon termination of this Term Sheet for any reason, Broadcaster shall promptly return the Box to Programmer. Access to and use of the Box by MeTV shall not interfere with the production, operations and engineering of the Station including its local area network service.

17. **Minimum Bandwidth Requirement.** If the Affiliated Program Stream is a Multicast Stream, then Broadcaster shall take commercially reasonable efforts to cause Station to devote the following minimum amount of bandwidth to the broadcast of the Programming on such Affiliated Program Stream: 3.55 Mbps video constant bit rate, or, if Station is using a statistical multiplex ("stat mux") system, no less than 2.55 Mbps as a minimum video bit rate and no less than 3.55 Mbps as a maximum video bit rate.

18. **Termination.** Either party may terminate this Term Sheet if the other party materially breaches any provision of this Term Sheet and such breach is not cured within thirty (30) days after notice thereof. Programmer may terminate this Term Sheet (a) upon thirty (30) days' written notice to Broadcaster, if Programmer ceases Network operations for any reason; or (b) as otherwise provided in this Term Sheet. Broadcaster may terminate this Agreement two years after the effective date on not less than three (3) month's prior written notice to Programmer in order to broadcast a political news channel in association with Broadcaster's affiliate, POLITICO.

19. **Broadcaster's Liability Insurance.** Broadcaster shall, at its expense, secure and maintain in force during the Term hereof a policy of Broadcaster's liability insurance for the Station and standard Errors and Omissions Insurance reasonably acceptable to Programmer, and naming Programmer as an additionally insured thereunder.

20. **Miscellaneous Provisions.** This Term Sheet sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, proposals or understandings as to such subject matter. Neither party shall publicly disclose any of the specific terms and conditions of this Term Sheet. Any waiver of any provision of this Term Sheet must be in writing and signed by the party alleged

to have waived such provision, and any single waiver shall not operate to waive subsequent or other defaults. This Term Sheet is subject to, and Broadcaster shall ensure compliance with, the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC. This Term Sheet shall be governed by the law of the State of Illinois, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Term Sheet to the substantive law of another jurisdiction.

21. **Long-Form.** The parties agree to negotiate in good faith a long-form agreement ("Agreement") containing the terms and conditions set forth in this Term Sheet, as well as other terms and conditions typically found in agreements of similar nature. Until such Agreement is executed by the parties hereto, this Term Sheet shall be binding and continue to apply in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Term Sheet as of the day and year first above written

REVIEWED BY:

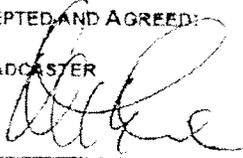
JOHN BRYAN
EXECUTIVE VICE PRESIDENT
BROADCAST STRATEGY
METRO-GOLDWYN-MAYER STUDIOS INC.

THIS TERM SHEET SHALL NOT BE BINDING UNLESS AND UNTIL SIGNED BY BOTH PARTIES BELOW.

ACCEPTED AND AGREED:

BROADCASTER

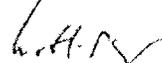
By



William Lord
Vice President and General Manager

MeTV National Limited Partnership

By



Norman H. Shapiro
President of Madison Haisted LLC
General Partner of MeTV National
Limited Partnership

Exhibit A
Exceptions to In-Pattern Broadcast

1. **Substitutions and Preemptions.** Nothing in this Term Sheet shall limit Broadcaster's right in good faith (a) to reject or refuse any Programming that Broadcaster reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest, or (b) to substitute a program that, in Broadcaster's opinion, is of greater local or national importance than a Program. Broadcaster shall have the right to substitute the Programming with the following programming: (x) live local (including college sports programming), (y) programming required to be distributed on the sub-channel pursuant to any pre-existing agreement between Broadcaster and a third-party, and (z) up to [REDACTED] additional programming hours per year as determined by Broadcaster in its reasonable discretion.
2. **Procedures Relating to Substitution and Preemption.** Broadcaster shall give Programmer written notice of each rejection, refusal or substitution, the identity and length of the programming to be substituted for a Program (the "Substitute Programming") and the justification therefore, not later than seventy-two (72) hours after receiving notice of such Program, or as soon thereafter as possible. Programmer reserves the right to request Broadcaster to broadcast said Program (including all national commercial advertisements originally contained therein) in an alternate time period or program stream normally occupied by other Programming and Programmer may license the Broadcaster rights to such rejected Programming to any other television station or stations located in the Station's DMA or elsewhere should accommodation for clearance not be reached.
3. **Unauthorized Preemptions.** An "Authorized Preemption" shall mean any failure by a Station to broadcast any Programming: (a) due to force majeure, (b) pursuant to Section 7, or (c) as otherwise approved by in advance and in writing by Programmer. Any other preemption or failure to broadcast any Programming that is not an Authorized Preemption is an "Unauthorized Preemption." If within any three (3) -month period during the Term, Station makes three (3) or more Unauthorized Preemptions of any Programming, Programmer shall have the right, upon thirty (30) days' prior written notice to Broadcaster, to terminate this Term Sheet.
4. **News.** Broadcaster may in its sole discretion preempt [REDACTED] per day of Programming at a time designated by Broadcaster in order to substitute original or repurposed news programming from Broadcaster's Primary Channel. All revenue from the sale of advertising in the preempted half hour shall be retained by Broadcaster.
5. **Paid Programming.** Broadcaster may in its sole discretion preempt [REDACTED] per day of Programming in order to substitute paid programming sold by Broadcaster. All revenue from the sale of advertising in the preempted hour shall be retained by Broadcaster. [REDACTED] of paid programming may air daily M-F 7a-10am and Sa/Su 5a-11am.

Exhibit B

Cable and Satellite Systems

List of all cable and satellite systems on which MeTV will be carried and estimated date of carriage

FIOS 467

Comcast 204

Cox 804

Exhibit C

Local MeTV Website

URL: www.MeTVWashington.com

Broadcaster Branding Elements

The Local Website shall include the following Broadcaster-specific branding elements:

- The page header of the Local Website shall include Broadcaster's custom MeTV logo.
- Broadcaster may elect to include the logos of Broadcaster's parent or sister station(s) or other Broadcaster web properties in the footer of the Local Website.

Advertising/Promotional Inventory

Broadcaster shall be entitled to the following advertising and promotional inventory on the Local Website and shall be entitled to retain [REDACTED]

- Broadcaster-provided above-the fold banner advertisements on every page of the local Website. Broadcaster shall provide programmer with an "ad-tag" from Broadcaster's banner provider to enable Programmer to serve Broadcaster's banner ads.
- The first slide in a five –slide promotional billboard located on the Local Website's home page. Broadcaster shall use the billboard tool provided by Programmer to manage such local promotional billboard inventory.
- Bottom of the home page ability to add links to WJLA.com and Politico.com.
- Bottom of home page link will list Station's sellers
- How to advertiser display ad will link to Stations' sellers.

All advertising and promotional content provided by Broadcaster shall be subject to Programmer's approval, which approval may be withheld (by way of example and not of imitation) with respect to advertising or promotional content that Programmer deems to be incompatible or inconsistent with the Network brand or for a product or service that is competitive with the Network.

For the avoidance of doubt, all revenues derived from Programmer-provided advertising or promotional content on the Local Website shall be retained by Programmer.

RIDER

This Rider supplements the Station Affiliation Agreement. To the extent that any provision of this Rider shall conflict with the provisions of the Agreement, the provisions of this Rider shall prevail.

1. **COMMERCIAL INVENTORY:** Broadcaster shall retain all revenues derived from its commercial sales. Broadcaster shall insert commercials only in the positions provided by Programmer. In no event shall the Programmer add standard length commercial announcements as "Fee Items" or Federal Communications Commission §317 announcements that exceed the minutes of commercial time provided in the License Agreement.

2. **CLOSED CAPTIONING; SOUND LEVELS:** PROGRAMMER REPRESENTS AND WARRANTS THAT, TO THE EXTENT REQUIRED BY RULES AND REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION ("FCC"), THE PROGRAM WILL BE ENCODED FOR CLOSED CAPTIONED VIEWING IN COMPLIANCE WITH THOSE REGULATIONS. If at any time the Program is not delivered in a closed captioned form as required, Broadcaster may terminate this Agreement immediately and without notice to the Programmer. The Programs, including any embedded commercials, will be provided in compliance with ATSC A/85 RP with respect to sound levels of embedded commercials if and as required by the FCC.

3. **DELIVERY:** Programmer will deliver each Program to Broadcaster and shall be responsible for all costs of delivering the Program to the Station.

4. **CONSIDERATION:** Broadcaster's broadcast of the Programs including the advertising contained therein over the facilities of Station shall be the sole consideration made by Broadcaster to Programmer for the rights granted herein.

5. **DISTRIBUTOR'S WARRANTIES:**

(a) Programmer warrants that it has the right to grant the license for broadcasting the Programs, and that, to Programmer's knowledge, there is no outstanding contract, commitment, arrangement or legal impediment of any kind which is in conflict with this Agreement or which might in any way limit, restrict or impair the rights granted to Broadcaster hereunder.

(b) Programmer warrants that the Program hereunder and the broadcast thereof by Broadcaster do not and will not infringe upon the common law rights, the copyrights, the literary, dramatic, music, program, patent rights, or the trademark or trade name of any person, firm or corporation and do not and will not violate the private, civil or property rights, or the right of privacy of any person, firm or corporation.

(c) With respect to music contained in the Program, Programmer warrants and represent that the performing rights in and to such music will be either (i) available for license through ASCAP, BMI, or SESAC, (ii) in the public domain, or (iii) controlled by Programmer to the extent necessary to permit broadcasts of the Program hereunder. Programmer further warrants that all necessary synchronization rights to the music contained in each Program have been or will be secured prior to Broadcaster's broadcast of such Program. Broadcaster shall, at its sole cost and expense, secure all television music performing rights or licenses necessary for the broadcast of the Program, which

rights presently fall within subsection (f) of this Paragraph (which rights shall be excluded from Programmer's indemnity reflected herein).

(d) Programmer warrants that the Program hereunder and the telecast thereof by Broadcaster do not and will not contain Obscene, Indecent or Profane material as defined by the FCC. If at any time the Program contains such Obscene, Indecent or Profane material, Broadcaster may terminate this Agreement immediately and without notice to the Programmer. Programmer also covenants that it will inform Broadcaster prior to the delivery of any Program containing material that reasonably may include discussion or reference to Obscene, Indecent or Profane topics.

(e) The representations and warranties contained in this Agreement shall continue throughout the Term and shall survive the termination of this Agreement.

6. **INDEMNIFICATION:** Each party will indemnify and hold the other harmless from any and all claims, damages, litigation, liabilities, costs and expenses, including reasonable attorneys' fees (together "**Claims**"), incurred by the Indemnified Party and arising from the broadcast of any material in the Program furnished by the Indemnifying Party or arising from contracts, commitments, arrangements or legal impediments of any kind which are in conflict with this Agreement or which might in any way limit, restrict or impair the rights granted hereunder; *provided, however*, that (a) the Indemnified Party shall promptly notify the Indemnifying Party of any Claim to which the foregoing indemnity applies, (b) the Indemnifying Party's obligation with respect to any settlement shall be limited to the amount approved in advance of such settlement by the Indemnifying Party, and (c) at the Indemnifying Party's option, the Indemnifying Party may assume, at its expense and through counsel of its choice, the defense of any such Claim, in which case the Indemnifying Party's obligations with respect thereto shall be limited to the payment of any court ordered judgment or settlement approved by the Indemnifying Party.

7. **ALTERATIONS:** Inadvertent or non-voluntary deletions of audio and/or video portions of credits, billings and copyright notices shall not be deemed a breach of the Affiliation Agreement.

8. **PROMOTION AND ADVERTISING OF THE PROGRAMS:** Subject to any restrictions of which Broadcaster is notified by Programmer, Broadcaster and its advertisers and agencies may use the names and likenesses of artists appearing in the Program, and the Program Title, in advertising and promotional materials which directly relate to the broadcast by Station of the Program; *provided, however*, that no such use shall be an implied or direct endorsement of any product or service. Broadcaster shall list the Program on Broadcaster's website programming grid and provide information regarding the Program to relevant third party cable TV guides and or show schedules. Broadcaster will notify Programmer of use of images of MeTV artists which are not downloaded from MeTV affiliate site.

9. **ASSIGNMENT:** Broadcaster shall not assign this Term Sheet without Programmer's prior written consent; *provided, however*, no consent shall be required for any assignment to any entity controlling, controlled by or under common control with Broadcaster.

10. **PAYOLA:** In order to enable the Broadcaster to fulfill its obligations under §317 of the Communications Act as amended, Programmer, in compliance with §507 of said Act, agrees that it will, in advance of each broadcast by the Broadcaster, disclose to the Broadcaster any information of which Programmer has knowledge, or which has been disclosed to it, as to any money, service or other valuable consideration which any person has paid or accepted, or has agreed to pay or to accept, for the inclusion of any matter as a part of the program or program matter to be supplied to the Broadcaster under said Section requiring the disclosure of information.

11. **MISCELLANEOUS PROVISIONS:**

(a) This Agreement is subject to all federal, state and municipal laws and regulations now in force or which may be enacted in the future, including without limitation the rules, regulations, decisions, actions and orders of the FCC.

(b) The titles of the paragraphs of this Agreement are for convenience only and will not in any way affect the interpretation of any paragraph of this Agreement or of the Agreement itself.

(c) A waiver by either party of any of the terms or conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party. The warranties and indemnification provided for herein survive the expiration or sooner termination or cancellation of this Agreement.

(d) All notices required to be given or made hereunder shall be in writing and sent either by personal delivery, by mail or by telecopier or email addressed as first set forth above, or to such other address as may be designated in writing by either party to this Agreement. Notice given by mail, and notice by email or telecopier shall be deemed given upon the date of receipt thereof.

(e) This Agreement shall inure to the benefit of the parties, their successors and permitted assigns.

(f) This Agreement shall be deemed to have been made in the Commonwealth of Virginia, and enforcement and interpretation of this Agreement shall be governed by the laws of the Commonwealth of Virginia applicable to agreements wholly made and to be performed therein. The parties hereto consent to the jurisdiction of the courts of Arlington, Virginia for the adjudication of any claim arising out of or in connection with the terms of this Agreement. This Agreement constitutes the entire agreement between Broadcaster and Programmer with respect to the subject matter herein contained, and this Agreement can be changed only by a writing, signed by both parties.

(g) If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void and unenforceable, the same shall in no way affect any other provision of this Agreement, or the validity or enforceability of the remainder of this Agreement.

(h) No party hereto shall be entitled to consequential damages because of a breach of this Agreement by the other party.