

Live Well Network

Owner: James Killen
Contact: Vice President of Sales
(703) 647-8745
Date: March 22, 2012

Broadcast Season: 2012

Start Date: TBD Channel: Live Well Network

Live Well Network, LLC
500 S. Buena Vista Street
Burbank, CA 91521

WJLA-TV/NewsChannel 8, a division of WJLA-TV
Allbritton Communications Company

"Owner" (exact legal name of licensee) "Station"

1100 Wilson Boulevard, Suite 600 Washington D.C.
Street Market/FCC City of identification

Arlington VA 22209
City/State Zip Fax No.

Allbritton Communications Company
Owner or Parent of Owner (exact legal name)

Following are the terms and conditions of the agreement regarding the licensing by Live Well Network, LLC ("Network") to Owner, on behalf of the above-listed Station, of "Live Well" (hereafter, "LW"):

- License.** Network grants to Owner and Owner hereby accepts, a limited, non-transferable license under copyright, without the right of sublicense, to broadcast LW in the English language for free home television reception in either a standard definition ("SD") or high definition ("HD") format over the existing secondary digital facilities of the Station operating under license by the FCC in Station's Designated Market Area ("DMA") during the license Term on the terms and conditions set forth herein, and for no other purpose whatsoever. The SD format can be in either a 16x9 or 4x3 aspect ratio. Station shall have no right to distribute or otherwise transmit LW except as set forth herein. Network also grants to Owner and Owner hereby accepts, a limited, non-transferable license under copyright, without the right to sublicense, to broadcast LW in the English language by mobile DTV, solely within Station's DMA, for reception by mobile devices; provided, however, that such right for mobile DTV distribution shall extend only to those programs for which Network has the rights necessary to grant such consent. Network shall provide Owner with notice with regard to those programs that are eligible to be broadcast for mobile DTV reception.
- Term.** The license term for LW shall be two (2) years commencing July 1, 2012 and expiring June 30, 2014 ("Term"), provided that Owner may terminate this Agreement on not less than one (1) month's prior written notice to Network to broadcast a political news channel with content similar to that on Politico.com. Owner shall reimburse Network on a *pro rata* basis for any fees paid by Network for any period following the effective date of termination under this provision.

3. Programming.

a. During the Term, Station will broadcast a minimum of twenty-three (23) hours of LW each day, Monday Sunday. Network shall ensure that no more than [REDACTED] hours per day is comprised of paid programming ("Paid Programming"). The initial schedule is reflected in the grid attached hereto as Schedule A and made a part hereof. Network may modify the Schedule at any time in its discretion. All of the LW programs shall be formatted for no more than [REDACTED] of commercial inventory per half hour except for any programming primarily designed to meet the educational and informational ("E/I") needs of children 12 and under which shall comply with all applicable FCC commercial limits and associated rules and policies. Station will broadcast each program on the days and times set forth in accordance with Schedule A. Notwithstanding the foregoing, Station shall have the right to preempt any LW programming that Station reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest, and/or to substitute a program deemed by Station to be of greater national, regional or local importance, or to provide public service programming.

b. Station shall retain one (1) hour per day of programming (the "Local Programming"). Network shall determine the time of day the one (1) hour of local programming shall run; *provided, however*, the time period shall not be scheduled for overnight hours (between midnight and 7:00 am). All Local Programming shall be consistent with LW and comply with LW's Standards and Practices.

4. Consideration.

a. Station shall retain all of the commercial inventory in the Local Programming. All revenue from Paid Programming shall be retained entirely by Network.

b. During each of the remaining eighteen (18) hours of programs, *i.e.*, other than Paid or Local Programming, Station will broadcast [REDACTED] (or [REDACTED] the commercial inventory if less than [REDACTED]) in each half hour of commercial announcements that will be sold by Network ("Network's Commercial Announcements"). All remaining commercial announcements (*i.e.* remaining from the total described in paragraph 3a above) in each half hour will be retained by Station. Network's Commercial Announcements must be broadcast within the programs on the broadcast days and times specified in Schedule A and in the commercial pods designated by Network. Broadcast of LW and of Network's Commercial Announcements as specified in this agreement is the essence of this agreement. Station understands that the success of the Network is dependent upon the regular airing of the schedule as determined by Network. In the event that Station preempts programming for late breaking news or unplanned events, or to broadcast sports events or for coverage of matters of public importance in accordance with Section 3a, or due to unexpected overruns on Station's D-1 channel, Station shall use reasonable efforts to provide Network with written notice as soon as possible following such preemption and will use reasonable efforts to ensure such preemptions have a minimal impact on the Network's programming and advertising schedule. Any regularly scheduled preemptions, *e.g.*, for ongoing local sports coverage or events of significant local importance (hereafter "Regularly Scheduled Preemption(s)"), shall be identified by Station to Network in writing prior to scheduling. Network shall provide educational and informational programming that will satisfy Station's FCC obligations, which programming shall contain no more than the number of commercial minutes permitted by the FCC. Network and Station shall each retain [REDACTED] of such commercial inventory. If any program is preempted pursuant to this section as a result of a Regularly Scheduled Preemption, Station will use best efforts to broadcast Network's Commercial Announcements within fourteen (14) days of the scheduled broadcast day and time of the preempted program in the same time period as originally scheduled. Station shall have no such obligation to broadcast Network Commercial Announcements that have not been broadcast as a result of preemptions other than Regularly Scheduled Preemptions (*e.g.*, preemptions resulting from coverage of breaking news, weather emergencies, etc.).

c. Station will be required to keep program affidavits on file in the event that Network requires verification indicating that a program and Network's Commercial Announcements aired in their entirety on a specific date. Station's commercial announcements shall comply with LW's standards and practices.

d. If Station has secured cable carriage of its signal such that it has cable carriage reaching at least [REDACTED] (or [REDACTED]) of the cable households in the DMA specifically excluding satellite carriage (hereafter, the "Cable Carriage Threshold"), Network shall pay Station the following fee during the Term: (i) the sum of [REDACTED]

_____ during the first year of the Term; and (ii) the sum of _____ during the second year of the Term. The fee shall be payable in equal quarterly payments commencing ninety (90) days after the Station begins broadcasting LW. If Station's cable carriage falls below the Cable Carriage Threshold for three (3) or more consecutive months, there shall be a corresponding reduction in the fee payable herein. For example, if Station's cable carriage was at _____ at the commencement of this agreement and drops to _____, the fee shall be reduced by _____. If Station's cable carriage decreases to less than _____ of the cable households in Station's DMA, Network shall no longer pay the fee. Further, the fee set forth herein shall be prorated if Station secures cable carriage after the commencement of the Term.

e. In order to enable the Owner to fulfill its obligations under §317 of the Communications Act as amended, Network, in compliance with §507 of said Act, agrees that it will either disclose to the Owner, in advance of each broadcast by Station, any information of which Network 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 Owner under said Section requiring the disclosure of information, or include such information in the end credits of the program.

5. Integration. To allow coordination between Network and Owner, Network agrees to integrate Network's Commercial Announcements into each program of LW on a program-by-program basis at Network's sole cost and expense, and to distribute such integrated episodes to Owner. In consideration for such integration and distribution, Owner agrees to broadcast Network's Commercial Announcements in such integrated episodes in the broadcast days and times specified in Schedule A, and in the formats provided by Network.
6. Delivery. LW will be delivered by satellite. All equipment Station needs to receive and transmit LW shall be provided by Network as mutually agreed by the parties. Owner shall be responsible for installing such equipment at its sole cost and expense. Network will be responsible for any uplinking costs, if required. Station will be responsible for all other delivery charges including other connectivity costs and any duplication costs or monthly fees, unless Network decides to absorb them. Network anticipates delivering LW with the Network Commercials fully integrated and providing Station with a server. Network shall provide ratings, if available, for the programs and shall deliver LW with closed captioning format and include v-chip encoding in the closed captioning. Network shall deliver all programs in HD format. The Programs, including any embedded commercials, will be provided in compliance with ATSC A/85 RP with respect to sound levels of embedded commercials.
7. Retransmission. Pursuant to this Agreement, Station is granted only the right to broadcast LW from the originating and existing transmitters and antenna towers of the Station identified on page 1 hereof. Except as provided below in this paragraph, Station will not, nor authorize others, to simultaneously or otherwise transmit LW or any program, in whole or in part, over any translator, booster, satellite station, cable system or any other means of retransmission, unless a list of such translators, boosters, and/or satellite stations has been submitted to Network and approved in writing. Notwithstanding the above, Network acknowledges and consents to the retransmission of LW by cable television systems, direct-to-home ("DTH") satellite operators and other multichannel video programming distributors ("MVPDs") to which Owner or Station has granted consent to retransmit the digital signal of Station solely within Station's DMA (which includes broadcast of LW licensed hereunder) pursuant to the following, so long as such agreements are current and valid: (a) Section 614 of the Communications Act; (b) Section 325 of the Communications Act; (c) Sections 111, 119, and 122 of the Copyright Act of 1976, as amended, and/or (d) the rules of the FCC. Network acknowledges that any monies Owner receives from cable operators and other MVPDS in exchange for Station's retransmission consent under Section 325 of the Communications Act shall belong solely to Owner.
8. Exclusivity. During the Term, Network shall not license the current season of LW for broadcast in the English language on free, over-the-air television by another free television station whose signal originates and whose geographical reference point is within a thirty-five (35) mile radius of the geographical reference point of Station's DMA, as designated in this agreement, and as specified in Section 76.53 of the Federal Communications Commission Rules as now exists or as hereafter amended, under the FCC's rules, or for distribution to any MVPD within Station's DMA as a separate, stand alone cable channel; provided, however, that the foregoing shall not be deemed to preclude another broadcast station located in the community from broadcasting LW programs not taken by Owner or LW programs from a prior broadcast season, or another broadcast station located in a different community from

broadcasting any LW programming. For purposes of clarification, Network's licensing of clips from LW in any media (including via free, over-the-air-television within Station's DMA) shall not be deemed to violate Station's exclusivity hereunder. The license granted herein shall be non-exclusive against all other media/methods of delivery, including, without limitation, basic cable (other than as noted above), wireless/mobile distribution and all non-linear media, however delivered. Notwithstanding anything to the contrary set forth herein, the grant of exclusivity shall not extend to the educational and informational programming provided by Network. If Network grants broadcast rights to the current season of LW to any broadcast television station operating within Station's DMA but outside the thirty-five (35) mile radius of the geographical reference point of Station's DMA, Network shall increase the payment to Station pursuant to Section 4(d) by [REDACTED] on a prospective basis. For the avoidance of doubt, Network's payment to Station shall not increase for any other reason.

9. Digital Broadcast Rights. Except as set forth herein, Station shall transmit LW solely over its secondary digital television channel in an HD or SD format and in no other media. Station may, at its sole option, broadcast no more than three (3) specifically designated programs per week on its D-1 channel on the day and time it selects. Station shall be entitled to sell [REDACTED] of the inventory contained in these D-1 broadcasts and retain the revenue therefrom and the remaining [REDACTED] of the inventory shall be sold by Network which shall retain all of the revenues from such inventory. If Station requests to broadcast a fourth program on its D-1 channel, Network shall use commercially reasonable efforts to provide a program. For any program Network provides to Station for broadcast on Station's D-1 channel, Station shall have the right to broadcast such program, together with the entirety of Station's D-1 channel, solely within Station's DMA, via mobile DTV for reception by mobile devices.
10. Promotion. Station may, at its option, broadcast promotional spots on its D-1 channel and digital subchannels to promote LW. All promotional spots shall be supplied by Network although Station may customize the promos for its market and/or add local sponsors consistent with Station's standards and practices and subject to Network's prior written approval. In addition, Station may include a link to the LW website on its web page and any mobile platforms it uses.
11. No Editing or Rejection of Content. Station may not delete or alter any of the material contained in LW, including commercial or similar material (e.g., fee spots), in the format provided to Station by Network. Station may not add snipes over any LW programming without Network's prior written approval although Station may add a crawl at the bottom of the programming for breaking news and weather. Occasional, inadvertent deletions of audio and/or video portions of credits, billings and copyright notices shall not be deemed a breach of the License Agreement.
12. Force Majeure. Neither Network nor Owner will be liable to the other for failure or delay in fulfilling its obligations under this agreement due to causes beyond its control including, without limitation, labor conditions, acts of God, terrorism, inclement weather, failure of technical facilities, governmental or private actions or other cause of a similar or different nature.
13. Representations and Warranties. Network represents and warrants that it has the right to grant the license for broadcasting LW as permitted hereunder and that there is no outstanding contract or legal impediment of any kind that is in conflict with this agreement. Network warrants that the broadcast of LW in accordance with this agreement shall not violate or infringe on the common law rights or any intellectual property or other rights of any third party and that the performing rights in all musical compositions contained in LW are either controlled by BMI, ASCAP or SESAC, are in the public domain or are controlled by Network to the extent required for the purpose of this agreement. Owner, on behalf of itself and Station, represents and warrants that it has the right to enter into this agreement and broadcast LW as contemplated herein, that there is no outstanding contract or legal impediment of any kind that is in conflict with this agreement or that might in any way limit or restrict the rights granted to Network herein, and that Station agrees to obtain and maintain during the term of this agreement all required public performance licenses to broadcast any music appearing within LW in all media permitted herein. Owner further represents and warrants that no commercial inventory or other materials provided by Station hereunder shall violate or infringe on the common law rights or intellectual property or other rights of any third party. Network warrants that the Programs hereunder and the telecast thereof by Owner do not and will not contain obscene, indecent or profane material as defined by the FCC.
14. Indemnification. Network shall indemnify and hold harmless Station, Owner and their respective parent and

affiliated companies and the officers, directors, agents and employees of each, of and from any and all third party claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") arising out of the distribution of LW, provided LW is broadcast by Station in accordance herewith, or the breach or alleged breach of any representation or warranty hereunder. Owner and Station shall indemnify and hold harmless Network, its parent companies and all of its or their subsidiaries and divisions and the respective officers, directors, agents and employees of each, of and from any and all Claims arising out of the breach or alleged breach of any representation or warranty herein, the broadcast of any materials not supplied by Network or the broadcast of LW beyond the scope of the license granted. The indemnitee shall notify the indemnitor promptly of any Claim and shall not admit any liability or compromise any suit without first obtaining the indemnitee's consent in writing.

15. Miscellany.

- a. This agreement is subject to LW being released and continuing in national syndication. Network may terminate this agreement on written notice to Owner if, among other reasons, Network elects to cease production or distribution of LW, or Network determines that Station's distribution of LW may impair the rights of others; and either Network or Owner may terminate this agreement if there is a change in FCC rules or regulations which would restrict or prohibit Network's continued distribution of LW or Station's ability to distribute Network. Upon the expiration or sooner termination of this agreement for any reason, Station shall promptly cease broadcasting LW.
- b. This agreement may be freely assigned by Network. Owner may not assign this agreement, or any part of this agreement, without Network's prior written approval; *provided, however*, that Owner may assign this agreement without consent to any entity controlling, controlled by or under common control with Owner.
- c. All rights with respect to LW not specifically granted to Owner and Station are hereby reserved to Network in perpetuity, in all media now known or hereafter created, throughout the universe.
- d. If Station fails to perform any of its material obligations under this agreement when due, including, without limitation, failing to broadcast LW and Network's Commercial Announcements on the broadcast day(s) and times(s) specified, Network may, after providing Station with written notice and an opportunity to cure any such defaults within twenty (20) days thereafter, declare Station in default and at Network's sole option, terminate this agreement immediately and license LW to any other party in such Station's Market/FCC City of Identification.
- e. This agreement is governed by California law, without regard to conflicts of law rules.
- f. This agreement constitutes the entire binding agreement between the parties regarding its subject matter, and supersedes all prior and contemporaneous representations and agreements, oral or written. No modifications or waiver of any terms hereof shall be effective unless in writing and signed by both parties. The waiver by any party of any breach or default hereof by the other party shall not be construed as a waiver of any other breach or default.
- g. Network and Station are and shall at all times be independent contractors and nothing contained herein shall be deemed to create a partnership, joint venture or employment relationship between them.
- h. All notices required to be given hereunder shall be in writing and directed to the addresses designated by the parties. All notices shall be delivered personally or sent by facsimile with a copy sent by first class mail, or by overnight courier or prepaid mail. Notice shall be deemed given the same day if delivered personally or via facsimile, the next day if sent via overnight courier or three days after mailing if sent via prepaid mail.
- i. Station's broadcast of LW will be deemed its acceptance of the terms of this agreement.
- j. The provisions of Sections 13, 14, 15 (c) and (e) shall survive the expiration or sooner termination of this agreement.
- k. The terms of this agreement shall be deemed confidential and shall not be disclosed by Network, Owner or Station to any third party (other than an entity under common ownership with such party) except to the extent required by legal, accounting or regulatory requirements beyond the reasonable control of the disclosing party.

Live Well Network, LLC

By: 
Emily Barr

Title: Vice President

Date: 3 26 12

Agreed:

Owner

By: 
James Killen

Title: Vice President

Date: 3-22-12

Schedule A

JANUARY 2012: Eastern

Sun Mon Tues Wed Thurs Fri Sat

5:00am	Traveler	Traveler	Traveler	Traveler	Traveler	Traveler	Mirror
	Traveler	MTM	MTM	MTM	MTM	MTM	Mirror
6:00am	Motion	Mirror	Mirror	Mirror	Mirror	Mirror	Deals
	Motion	Lisa Quinn	Deals				
7:00am	Paid						
	Paid						
8:00am	Paid						
	Paid						
9:00am	E/I	Deals	Deals	Deals	Deals	Deals	Deals
	E/I	Deals	Deals	Deals	Deals	Deals	Deals
10:00am	E/I	Mirror	Mirror	Mirror	Mirror	Mirror	Mirror
	E/I	Mirror	Mirror	Mirror	Mirror	Mirror	Mirror
11:00am	E/I	Live Big Ali V	Let's Dish				
	E/I	Lisa Quinn					
Noon	Paid						
	Paid						
1:00pm	Local						
	Local						
2:00pm	OTRC	Deals	Deals	Deals	Deals	Deals	Mirror
	Live Big Ali V	OTRC					
3:00pm	Traveler	Lisa Quinn	MOPAT				
	MOPAT	Let's Dish	Recipe Rocks!				
4:00pm	MOPAT	Let's Dish	Steve & Chris				
	Motion	MOPAT	MOPAT	MOPAT	MOPAT	MOPAT	Live Big Ali V
5:00pm	Motion	Steve & Chris	What's				
	Motion	Steve & Chris	What's				
6:00	Paid						
	Paid						
7:00pm	Motion	What's	MOPAT	Steve & Chris	What's	Live Big Ali V	Steve & Chris
	Motion	What's	MOPAT	Steve & Chris	What's	Live Big Ali V	Steve & Chris
8:00pm	MOPAT	Live Big Ali V	Recipe Rocks!	Mirror	Live Big Ali V	What's	MOPAT
	Recipe Rocks!	Live Big Ali V	Recipe Rocks!	Live Big Ali V	Live Big Ali V	What's	MOPAT

9:00pm	Steve & Chris	Steve & Chris	Steve & Chris	Steve & Chris	Steve & Chris	Steve & Chris	Recipe Rocks!
							Recipe Rocks!
10:00pm	Paid	Paid	Paid	Paid	Paid	Paid	Paid
	Paid	Paid	Paid	Paid	Paid	Paid	Paid
11:00pm	Recipe Rocks!	Live Big Ali V	Let's Dish	Live Big Ali V	MOPAT	Live Big Ali V	Recipe Rocks!
	Motion	MOPAT	Recipe Rocks!	Motion	MOPAT	Recipe Rocks!	Recipe Rocks!
1/1/1900	MOPAT	MOPAT	MOPAT	Recipe Rocks!	Recipe Rocks!	MOPAT	MOPAT
12:00:am	Let's Dish	Let's Dish	Let's Dish	Let's Dish	Let's Dish	Let's Dish	Let's Dish
1:00am	Steve & Chris	Steve & Chris	Steve & Chris	Steve & Chris	Steve & Chris	Steve & Chris	Steve & Chris
2:00am	Motion	Deals	Deals	Deals	Deals	Motion	Motion
	Traveler	Mirror	Mirror	Mirror	Mirror	Traveler	Traveler
3:00am	Lisa Quinn	Lisa Quinn	Lisa Quinn	Lisa Quinn	Lisa Quinn	Lisa Quinn	Lisa Quinn
	Let's Dish	Let's Dish	Let's Dish	Let's Dish	Let's Dish	Let's Dish	Let's Dish
4:00am	Good Cooking	Good Cooking	Good Cooking	Good Cooking	Good Cooking	Good Cooking	Good Cooking
	MOPAT	MOPAT	MOPAT	MOPAT	MOPAT	MOPAT	MOPAT

Station shall follow the program schedule set forth above and may not alter the sequence of any programs although Station may broadcast a "block" of programs an hour earlier or later than scheduled. For example, Station may broadcast the 5:00 a.m. - 8:00 a.m. block of programs from 6:00 a.m. to 9:00 a.m. (CT) so long as the sequence of the programs remains unchanged. This program schedule is preliminary and Network may modify this schedule at any time in its discretion upon notice to Station.