

MyNetworkTV

OFFER FOR STATION AFFILIATION

Twentieth Television, Inc.
2121 Avenue of the Stars
Los Angeles, CA 90067

The following sets forth the offer to Twentieth Television, Inc., on behalf of MyNetworkTV and itself (collectively 20th), by Meredith Corporation ("Licensee's television stations KPDX and KSMO-TV (each reference below to "Station" shall, unless otherwise indicated, be deemed to refer to each station) ("Offer"). As used in this Offer, the terms "program", "programming" and "MyNetworkTV programming" and any derivations thereof shall mean, unless specifically indicated otherwise, the programming supplied by MyNetworkTV.

1. **PROGRAMMING:** MyNetworkTV will deliver to the Station for free over-the-air television broadcasting in English, programming which MyNetworkTV makes available to Station for broadcasting in the community to which Station is presently licensed by the FCC, in the market which is (for KPDX) Portland, OR-Vancouver, WA, and (for KSMO-TV), Kansas City, Missouri. Station's free over-the-air television broadcast rights in the programming shall be exclusive in its DMA, except to the extent specifically limited below.

2. **TERM:** The term of this Offer shall be five (5) years commencing at the start of the 2006/2007 broadcast season upon the launch of the programming service currently known as "MyNetworkTV" ("the initial period"). After the initial period, the term may be extended for additional successive periods of one (1) year each, by 20th, in its sole discretion, by giving written notice of such extension to Licensee at least 90 days prior to the expiration of the then-current period; provided, however, Licensee may elect to reject such extension by providing written notice to 20th within 30 days of Licensee's receipt of such notice extension. If Licensee rejects such extension as set forth herein the term shall not be extended and the agreement shall terminate at the end of the then-current period.

3. **CARRIAGE/TIME PERIODS:** Except as noted hereafter, MyNetworkTV commits to supply Station with twelve (12) hours of programming per week throughout the term of this Offer for the Programmed Time Periods. For purposes of this Offer, the "Programmed Time Periods" are as follows:

(a) Prime Time: 8-10 P.M. EST/PST and 7-9 P.M. CT, Monday through Saturday

(b) Right to Expand: 20th reserves the right to expand the Programmed Time Periods ("Extended Program Time Periods") to:

Monday - Sunday: 7 A.M. - 9 A.M., which may include local cutouts,
At 20th's discretion

Sundays: No more than 2 consecutive hours anytime from:
5 P.M. - 10 P.M. EST/PST and 4 P.M. - 9 P.M. CT

Station shall have no obligation to clear the Monday-Sunday 7 A.M. - 9 A.M. block if it is primarily produced for a children's audience.

4. **LOCAL COMMERCIAL ANNOUNCEMENT TIME:**

- (a) Monday through Friday Prime Time: 9 minutes per hour
- (b) Saturday & Sunday (excluding 7 A.M. - 9 A.M.): 7 minutes per hour
- (c) Monday through Saturday 7 A.M. - 9 A.M. - to be determined by 20th.

5. **PROMOTION:**

- (a) MyNetworkTV will provide Licensee with on-air promotional announcements, which may be for any MyNetworkTV programming ("Promos") and may be broadcast in MyNetworkTV programming as well as in Station's non-MyNetworkTV programming.
- (b) As part of Licensee's promotional commitment, commencing six (6) weeks prior

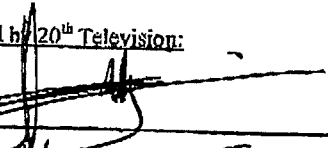
to the launch and through the term of this Offer, Licensee shall broadcast on each Station at least fourteen (14) thirty second (:30) spots promoting MyNetworkTV programming each day from 7 A.M. - 2 A.M. Monday through Saturday, spread evenly through this time period.

- (c) **Launch Promotion:** As part of Licensee's promotional commitment for the launch promotion Licensee agrees to spend at each Station at least \$ 20,000 to promote the launch of MyNetworkTV and shall also provide, at the minimum 100 Gross Rating Points per Station of on-air promotional time per week during the six (6) weeks prior to the launch. Station will consult with 20th in placing these outside promotion dollars.
- (d) **Annual Promotion:** As part of Licensee's annual promotional commitment Licensee agrees to spend at each Station at least \$ 15,000 on an annual basis to promote the MyNetworkTV programming in addition to the Launch and Sweeps Promotion in this section and shall also provide, at a minimum 100 Gross Rating Points per Station of on-air promotional time per week on an annual basis. Station will consult with 20th in placing these outside promotion dollars
- (e) **Sweeps Promotion:** As part of Licensee's promotional commitment during sweeps periods Licensee agrees to spend at least \$ 20,000 during each November and May sweeps period to promote the MyNetworkTV programming and shall also provide, at a minimum 100 Gross Rating Points per Station per week of on-air promotional time during each sweeps period. Station will consult with 20th in placing these outside promotion dollars
- (f) MyNetworksTV's commitment for "co-op" advertising to be determined by 20th, in its sole discretion.
- (g) Licensee agrees to include a promotion consistent with that given to similar programming broadcast by Station.
- (h) Licensee agrees to include a prominent representation of MyNetworkTV branding and programming on Licensee's website for each Station.

6. **DELIVERY:** Via satellite and/or tape, at 20th's option. Any and all costs of whatever kind that Station incurs to pick up the programming from the satellite, if any, or for tape shipping and delivery charges, if any, and rebroadcast of such programming shall be the sole responsibility of Licensee.

7. **MISCELLANEOUS:** All other terms and conditions shall be as set forth in Appendix "A" attached hereto and incorporated by this reference as well as all other standard terms and conditions consistent with 20th's policies, including but not limited to representations and warranties, indemnities, assignments, severability and non-liability of board members shall be incorporated herein by this reference.

This is a binding offer by Licensee, which if accepted by a duly appointed officer of 20th in writing, shall constitute a binding agreement between the parties.

<u>Meredith Corp.</u>		Accepted by 20 th Television:	
("Licensee")			
Signed: <u>D & S Antune</u>			
By: <u>Douglas & Lowe</u>		By: <u>MARISA FERRELL</u>	
Title: <u>Exec VP Broadcast Group</u>		Title: <u>EVP Business Affairs</u>	
Address: <u>1776 Locust St.</u>		Address: <u>PO Box 900</u>	
<u>Des Moines IA 50309</u>		<u>Beverly Hills, CA</u>	
Date: <u>3/9/06</u>		Date: <u>3/9/07</u>	

APPENDIX "A"

This APPENDIX "A" contains the terms and conditions of which Licensee has agreed to as part of the Licensee's OFFER FOR STATION AFFILIATION in connection with the programming service currently known as MyNetworkTV and which will constitute part of the agreement between the parties if this Offer is accepted by 20th (the "Agreement").

1. **PROGRAMMING/SCHEDULING:** The selection, scheduling, substitution and withdrawal of any program or portion thereof shall at all times remain within 20th's sole discretion and control. Licensee shall not and shall not authorize others to broadcast or otherwise use any program (or part thereof) or other material supplied by 20th except as specified in the Agreement, and without limiting the foregoing, Station may broadcast MyNetworkTV programming only, unless otherwise agreed to in writing by 20th: (i) as scheduled by MyNetworkTV, (ii) over Station's facilities in the community specified in Paragraph 1 of the Offer ("Station's Community"), and (iii) by free over-the-air television broadcasting in English.

2. **CARRIAGE:**

(a) On the dates and at the times scheduled by 20th, Licensee agrees to broadcast over Station's facilities, in its entirety, in the form transmitted by 20th, without interruption, deletion, compression, addition, squeezing, alteration or other changes to the MyNetworkTV programs delivered by 20th to Station during Programmed Time Periods in accordance with the Agreement (including without limitation, all commercial announcements, branding i.d.'s, and MyNetworkTV promos and credits). In the event that any MyNetworkTV programming such as theatrical films or sporting events exceed the Programmed Time Periods or Extended Programmed Time Periods, as applicable, Licensee agrees to complete such programming outside of the Programmed Time Periods and/or Extended Programmed Time Periods, as applicable.

(b) Station acknowledges that Station will, to the same extent as the Agreement provides for carriage of MyNetworkTV programming on its analog channel, simultaneously carry on Station's digital television signal ("DTV channel") the digital feed of such MyNetworkTV programming as an in the technical format provided by 20th consistent with the ATSC standards (collectively, the "Network Digital Feed"). To the extent that a Station is not transmitting a DTV channel, 20th shall be permitted to offer the Network Digital Feed, together with any program-related material or other material provided by 20th for digital transmission, to any licensee transmitting a DTV channel in Station's DMA notwithstanding any other provision of the Agreement. Without limitation to the foregoing provisions of this subparagraph, each time, if any, that Station uses 20th's NTSC feed of MyNetworkTV programs or for Station's DTV Channel, Station must comply with any and all of 20th's requirements with respect to the broadcast of a digital channel.

(c) Notwithstanding the foregoing, Licensee shall not be obligated to broadcast MyNetworkTV programming during the Extended Programmed Time Periods unless and until the Federal Communications Commission eliminates, waives, or modifies to reduce the regulatory constraints of Section 73.658 (d) of its rules. In the event that the Federal Communication Commission modifies but does not eliminate Section 73.458 (d) of its rules, then this Agreement shall be: (i) interpreted to the extent permitted by such modification, as if 20th has the right to provide, and Station has the obligation to broadcast programming during the Expanded Programmed Time Periods or other time periods; and (ii) deemed amended so as to conform to such modification.

3. **PRE-EMPTION/MAKE GOODS:**

(a) Licensee shall broadcast over Station for the term of the Agreement for the Programmed Time Periods and Extended Programmed Time Periods, as applicable and as modified by Section 3 of the Agreement, all MyNetworkTV programming specified by 20th, except due to: (i) an event of force majeure; (ii) breaking news, weather or sports information; (iii) a local or regional sporting event (with a cap to be mutually determined) and/or (iv) up to 3 at will pre-emptions per series per year; and (v) the pre-approved sports preemptions set forth in Appendix "B" (for each Station) attached to the Agreement not to exceed 20 events per year ("Valid Pre-emption"). If any MyNetworkTV programming is not broadcast in its Programmed Time Period and/or Extended Programmed Time Periods, as applicable, due to any such Valid Pre-emption, Licensee shall broadcast that MyNetworkTV programming in a "make good" time period mutually and reasonably determined by Station and 20th.

(b) Without limited the above, each time that Licensee for any reason fails to (or advises 20th it will not) telecast any MyNetworkTV programming as provided for in the Agreement, Licensee shall telecast that programming (or replacement programming selected by 20th) and the commercial announcements contained in it, in a time period as required by 20th. Licensee give 20th at least 72 hours advance notice that it intends not to broadcast any 20th programming and in such notice shall identify any substitute time period that Licensee selects, which time period shall be subject to 20th's prior approval. Notwithstanding anything to the contrary in the Agreement, if Licensee does not fully comply with the foregoing, then, without limitation to any other rights of 20th under the Agreement or otherwise, 20th shall have the right to license the broadcast rights to the applicable omitted programming episode (or replacement programming) to another television station located in Station's DMA. If Licensee refuses to broadcast any program within any Programmed Time Period and/or Extended Programmed Time Period, as applicable,

then 20th shall have the right to terminate the Agreement upon ninety (90) days prior notice to Licensee. Nothing in the Agreement shall be construed to prevent or hinder Licensee from (a) rejecting or refusing 20th programs which Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest, or (b) substituting a program which in Licensee's opinion is of greater local or national importance. Notwithstanding anything to the contrary expressed or implied herein, the parties acknowledge that Station has the ultimate responsibility to determine the suitability of the subject matter of program content, including commercial, promotional or public service announcements, and to determine which programming is of greater local or national importance, consistent with 47 C.F.R. Section 73.658(e).

4. **BARTER/COMMERCIAL ANNOUNCEMENTS:**

(a) Each one (1) hour of MyNetworkTV programming for broadcast by Licensee on Monday through Friday in Prime Time (as set forth in the Offer) will be formatted to include nine (9) minutes of commercial time for Licensee; and on Saturday and Sunday (excluding 7 A.M. - 9 A.M.) will be formatted to include seven (7) minutes of commercial time for Licensee. For Monday through Sunday between 7 A.M. - 9 A.M., if applicable, the commercial time allocated to Licensee shall be determined by 20th. Notwithstanding the foregoing, all the commercial time may be prorated at 20th's discretion, for longer or shorter programming or otherwise. 20th shall have the right to include commercial announcements in all of the commercial time available in each hour of programming other than as expressly allocated to Licensee in the Agreement. In addition, 20th has the right to include within each half hour of 20th's programming up to fifty seconds (:50) of free spots and/or billboards, to be allocated at 20th's sole discretion. 20th commercial announcements may be formatted in "national-only" pods, at 20th's election, within MyNetworksTV's programming. 20th shall determine the placement, timing and format of 20th's and Licensee's commercial announcements.

(b) Licensee's broadcast over the Station of all commercial announcements included by 20th in MyNetworkTV programming is of the essence of the Agreement, and nothing contained in the Agreement shall limit 20th's rights or remedies at law or otherwise (other than the last two sentences of paragraph 3(b) above) relating to failure to so broadcast said commercial announcements. Licensee agrees to maintain complete and accurate records of all commercial announcements broadcast as provided in the Agreement. Within two (2) weeks following each request by 20th therefore, Licensee will submit copies of all such records to 20th.

5. **PROMOTION:**

(a) Licensee shall use its good faith, best efforts to provide an on-air promotional schedule consistent with 20th's recommendations and in coordination with 20th, and to budget Station's annual advertising funds so as to enable Station to participate, on a year-round basis, in 20th's "co-op" advertising plan. Licensee's logo shall be consistent with the MyNetworkTV program service logo and branding. Stations shall use Licensee's logo bug which is consistent with the MyNetworkTV program service logo and branding on all local day parts. Where appropriate, Licensee agrees to commit cross promotion on media platforms owned, in whole or in part by Licensee, in Station's DMA.

(b) In addition to providing the promotion announcements, 20th shall make available to Licensee, at reasonable costs, such other promotional and sales materials as 20th and Licensee may mutually consider appropriate, including but not limited to regular use of 20th's applicable URL, at 20th's discretion. Licensee shall not delete any copyright, trademark, logo or other notice, or may credit, included in any materials delivered pursuant to this paragraph or otherwise, and Licensee shall not exhibit, display, distribute or otherwise use any trademark, logo or other material or item delivered pursuant to this paragraph or otherwise, except as instructed by 20th at the time.

6. **RESERVED RIGHTS:** All rights not expressly granted to Licensee herein are reserved to 20th including without limitation the right during the Term to exploit any MyNetworkTV programming by any and all means of basic cable, pay-per-view, video-on-demand, subscription video-on-demand, via the internet, wireless telecommunications and/or home video, the right to include product integration and virtual integration in MyNetworkTV programming, and the right to authorize the exhibition of any MyNetworkTV programming in any language other than English, but any and all means, now or hereafter known. Ninety (90) days after Licensee's initial broadcast of any MyNetworkTV program, 20th may license any such MyNetworkTV program in free over the air syndicated television in Licensee's DMA; provided, however, Licensee shall have the first right of negotiation during a period of fifteen (15) business days commencing upon notice by 20th to license such program. If the parties do not reach an agreement during such period, 20th may license the applicable program to another licensee in Licensee's DMA.

7. **TERMINATION:** In addition to any and all other rights and remedies available to 20th, 20th has the right to terminate the Agreement as follows:

(a) If at any time Station's transmitter location, power, frequency, programming format, hours of operation, technical quality of transmissions or any other material aspect of Station's operations is such that 20th determines in its reasonable judgment that Station is of less value to 20th as a broadcaster of 20th programming than at the date of the Agreement, and such