

**EXHIBIT A**  
**LIST OF INITIAL VOD PROGRAMS**

REDACTED

Execution Version

AFFILIATION AGREEMENT  
FOR DTH SATELLITE EXHIBITION  
OF CABLE NETWORK PROGRAMMING

DIRECTV, INC.

and

TV ONE, LLC

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AFFILIATION AGREEMENT  
FOR DTH SATELLITE EXHIBITION  
OF CABLE NETWORK PROGRAMMING

AGREEMENT, made as of this REDACTED by and between TV ONE, LLC, a Delaware limited liability company ("Programmer"), and DIRECTV, INC., a California corporation ("Affiliate").

WHEREAS:

A. Affiliate has established a direct to home ("DTH") satellite-based television system in North America;

B. Affiliate desires to obtain the rights to distribute "TV One" (the "Service," as defined in Section 1.2.1 below) via the DTH Distribution System (as defined in Section 1.1.2 below) in the United States, its territories and possessions, including Puerto Rico (the "Territory");

C. Programmer is a joint venture between Comcast Programming Ventures V, Inc. ("Comcast"), Radio One, Inc. ("Radio One") and other financial investors; and

D.

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NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Grant of Rights.

1.1 Distribution; Certain Definitions.

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1.1.1 Programmer hereby grants to Affiliate the non-exclusive right to distribute the Service in the Territory via the DTH Distribution System to DIRECTV Subscribers (as defined in Section 1.1.2 below) during the Term (as defined in Section 6.1 below) hereof.

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1.2 The Service.

1.2.1 The "Service" shall mean and consist of the national feed (or, if Programmer uses multiple feeds for the Service, such other of such multiple feeds designated by Affiliate) of the programming service commonly known as "TV One"

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1.2.2 All rights and title in and to the entire contents of the Service, including, but not limited to, films and recordings thereof, title or titles, names, trademarks, concepts, stories, plots, incidents, ideas, formulas, formats, general content and any other literary, musical, artistic, or other creative material included therein shall, as between Programmer and Affiliate, remain vested in Programmer.

1.2.3 Affiliate is authorized to distribute the Service using satellite master antenna television system (or similar system) ("SMATV") operators (including telephone companies and similar service providers) that serve multiple dwelling locations, master planned communities, multiple dwelling unit buildings or complexes or commercial or business establishments with multiple television viewing sites via such SMATV systems directly to end users within such buildings or establishments.

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1.2.4 Programmer shall not propose or impose upon Affiliate, nor shall Affiliate be obligated to pay, any surcharge or other cost (other than the License Fees provided for in Section 2 hereof) for receipt and distribution of the Service.

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1.3 Other Distribution Obligations. In addition, the parties agree as follows:

1.3.1 Subject to Programmer's obligations hereunder and Affiliate's rights under Section 17, Affiliate shall distribute the Service as transmitted by Programmer, in its entirety, in the order and at the time transmitted by Programmer without any editing, delays, alterations, interruptions, deletions or additions (collectively, the "Alterations")

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1.3.2 Programmer shall, at its sole expense, deliver the feed of the Service from a U.S. domestic communications satellite in the Territory, which is commonly

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used for transmission of television programming (or, at Programmer's option and expense, a fiber optic or other facility reasonably acceptable to Affiliate) to each of Affiliate's uplink and broadcast facilities currently located in Castle Rock, Colorado and Los Angeles, California (collectively, the "Broadcast Centers"). In connection with the foregoing, Programmer shall, at its sole cost and expense, provide Affiliate with two sets of digital satellite reception equipment as is necessary for reception of the Signal at each of the Broadcast Centers.

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1.3.3 Programmer and Affiliate shall use their respective commercially reasonable efforts to maintain for the Service a high quality of signal transmission in accordance with their respective technical standards and procedures.

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1.4 Program Guide. During the Term, Programmer, at its sole cost and expense, shall provide the daily programming schedule for the Service (including any Paid Programming contained therein) to Tribune Media Service (or such other service designated

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by Affiliate) in order that Affiliate may access the program schedule for purposes on the on-screen program guide.

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2. Reports and Payments.

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2.2 . License Fees. As full and complete compensation for Affiliate's right to distribute the Service, Affiliate shall pay to Programmer, on a monthly basis, for each Service Subscriber receiving the Service from Affiliate for such month, a "License Fee" determined pursuant to Programmer's rate card for the Service set forth in Exhibit A hereto.

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4.2 Programmer's Sales and Marketing Materials. Programmer shall provide Affiliate, upon Affiliate's request, with promotional and marketing advice for purposes of Affiliate's marketing of the Service.

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4.3 Dealer Showroom Accounts. Affiliate shall be entitled to authorize agents authorized to sell Affiliate's programming services, including without limitation, consumer electronic equipment dealers, TVRO dealers, telephone companies, direct sales

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agents, and other agents to receive the Service for the sole purpose of demonstrating to their potential retail customers the functioning of satellite reception equipment and Affiliate's services, including the Service. REDACTED

, such agents shall not be deemed Service Subscribers, and therefore, no license fees shall be payable for distribution of the Service in such manner to such agents.

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4.6 Free Preview. Affiliate shall have the right, from time to time, as part of marketing and sales promotions for Affiliate's services, to offer the Service free of charge (i) to Service Subscribers or potential Service Subscribers for one month, or to provide other promotional programs (including rebates, coupons or gift certificates) that effectively allow Service Subscribers or potential Service Subscribers to receive the Service without charge for one month (the "One Month Promotions"), and (ii) for three (3) separate free promotions per year (each not to exceed 72 hours) (all such promotions, "Free Promotions")

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Affiliate shall not be obligated to pay any License Fees for Service Subscribers who are receiving such Free Promotions, during such Free Promotion with respect to each Service Subscriber.

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4.8 Website Links. Each of Affiliate and Programmer shall use commercially reasonable efforts to provide "hot link" to each other's web sites.

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5. Representations, Warranties and Covenants.

5.1 By Affiliate. Affiliate warrants, represents and covenants to Programmer that it:

5.1.1

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5.1.2 has the power and authority to enter into this Agreement and to fully perform its obligations hereunder;

5.1.3 shall distribute the Service in the Territory in accordance with and subject to the terms and conditions set forth in this Agreement;

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to prevent theft and/or unauthorized exhibition of the Service;

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5.1.8 has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement; and

5.1.9 the obligations created by this Agreement, in so far as they purport to be binding on Affiliate constitute legal, valid and binding obligations of Affiliate enforceable in accordance with their terms.

5.2 By Programmer. Programmer warrants, represents and covenants to Affiliate that:

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5.2.2 it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and once executed this Agreement shall constitute a valid and binding agreement of Programmer enforceable in accordance with its terms;

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5.2.4 it has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement;

5.2.5 it has secured and shall maintain all rights necessary for Affiliate to use and enjoy its rights in connection with its distribution of the Service, including, without limitation, obtaining or all necessary trademarks, copyrights, licenses and any and all other proprietary intellectual property and other use rights necessary in connection with, and for Affiliate's distribution of, the Service (including without limitation, the right to use the names, titles or logos of the Service or any of its programs, the promotional materials supplied or approved by Programmer, the names, voices, photographs, music, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof pursuant to Sections 5.1.6 and 5.1.7) and to perform its obligations hereunder and grant the rights granted pursuant to Section 1;

5.2.6 it shall not, without Affiliate's prior written approval, use the name or logo for "DIRECTV" or any other works owned or controlled by Affiliate (and its related companies), except that use of the name or logo for "DIRECTV" in routine promotional materials identifying Affiliate as a distributor of the Service shall be deemed approved unless Affiliate specifically notifies Programmer to the contrary; provided that, such usage is consistent with industry practice and Affiliate's style and brand guidelines;

5.2.7 as of the date hereof and subject to Section 5.2.3, the programming on the Service consists of and during the Term hereof such programming shall consist of, that programming described in Section 1.2.1;

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5.2.9 the obligations created by this Agreement, in so far as they purport to be binding on Programmer constitute legal, valid and binding obligations of Programmer enforceable in accordance with their terms;

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6. Term; Termination.

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6.2.1 the failure by the Other Party, its successors or assigns to perform any material obligation hereunder which is not cured within thirty (30) days after receipt of written notice thereof from the Affected Party;

6.2.2 the filing of a petition in bankruptcy or for reorganization by or against the Other Party under any bankruptcy act (unless such petition is dismissed or such relief denied within thirty (30) days of filing); the assignment by the Other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the Other Party's property, and the order of appointment is not vacated within thirty (30) days; or the assignment or encumbrance by the Other Party of this Agreement contrary to the terms hereof; or

6.2.3

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6.3 Termination by Affiliate. In addition to any other rights or remedies, in equity or at law, Affiliate may terminate this Agreement:

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6.6 Survival. Termination of this Agreement pursuant to this Section 6 shall not relieve either party of any of its liabilities or obligations under this Agreement, including without limitation those set forth in Sections 2.1, 2.2, and 2.3, and Section 8, which shall have accrued on or prior to the date of such termination.

7. Separate Entities. No officer, employee, agent, servant or independent contractor of either party hereto or their respective subsidiaries or affiliates shall at any time be deemed to be an employee, servant or agent of the other party for any purpose whatsoever, and the parties shall use commercially reasonable efforts to prevent any such misrepresentation. Nothing in this Agreement shall be deemed to create any joint venture, partnership or principal-agent relationship between Programmer and Affiliate, and neither shall hold itself out in its advertising or in any other manner which would indicate any such relationship with the other.

8. Indemnification; Limitation of Liability.

8.1 By Programmer. Programmer shall indemnify, defend and hold harmless each of Affiliate, its Affiliated Companies (as defined below), Affiliate's contractors, subcontractors and authorized distributors and the directors, officers, employees and agents of Affiliate, such Affiliated Companies and such contractors, subcontractors and distributors (collectively, the "**Affiliate Indemnitees**") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and expert's fees) incurred in connection with any claim against any of the Affiliate Indemnitees arising out of

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In addition, Programmer shall pay and hold the Affiliate Indemnitees harmless from any federal, state, or local taxes or fees which are based upon revenues derived by, or the operations of, Programmer. As used in this Section 8, "**Affiliated Company(ies)**" shall mean, with respect

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to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control (i.e., the power to direct affairs by reason of ownership of voting stock, by contract or otherwise) with such person or entity and any member, director, officer or employee of such person or entity.

8.2 By Affiliate. Affiliate shall indemnify and hold harmless each of Programmer, its Affiliated Companies, Programmer's contractors, subcontractors and authorized distributors, each supplier to Programmer of any portion of the Service hereunder and each participant therein and the directors, officers, employees and agents of Programmer, such Affiliated Companies, such contractors, subcontractors and distributors and such suppliers and participants therein (collectively, the "Programmer Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and experts' fees) incurred in connection with any claim against the Programmer Indemnitees arising out of

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in addition, Affiliate shall pay and hold Programmer harmless from any federal, state, or local taxes or fees, including any fees payable to local franchising authorities, which are based upon revenues derived by, or the operations of, Affiliate.

8.3 Survival. Termination of this Agreement shall not affect the continuing obligations of each of the parties hereto as indemnitors hereunder. The party wishing to assert its rights set forth in this Section 8 shall promptly notify the other of any claim or legal proceeding with respect to which such party is asserting such right. Upon the written request of an indemnitee, the indemnitor will (1) assume the defense of any claim, demand or action against such indemnitee and/or (2) allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled.

8.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT:

8.4.1 IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, REDACTED

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8.4.2

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9. Notices. Except as set forth below, all notices hereunder shall be in writing and delivered by hand or sent by certified mail, return receipt requested, fax, or by an overnight delivery service to the receiving party at its address set forth above or as otherwise designated by written notice. Notice to Programmer shall be provided as follows:

If by mail, facsimile  
or overnight or  
personal delivery:

TV One, LLC  
1114 Avenue of the Americas, 20<sup>th</sup> Floor  
New York, NY 10036  
Attention: EVP Affiliate Sales & Marketing  
Fax: (917) 934-1049

cc:  
TV One, LLC  
1010 Wayne Avenue, 10<sup>th</sup> Floor  
Silver Spring, MD 20910  
Attention: General Counsel  
Fax: (301) 755-2913

Notice to Affiliate shall be provided as follows:

If by facsimile:

DIRECTV, Inc.  
Attention: Executive Vice President, Programming  
Fax: (310) 535-5426  
cc: General Counsel  
Fax: (310) 964-4991

If by overnight or  
personal delivery:

DIRECTV, Inc.  
2230 East Imperial Highway  
El Segundo, California 90245  
Attention: Executive Vice President, Programming  
cc: General Counsel

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Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified or registered mail. Notice given by facsimile machine shall be considered to have been given on the date receipt thereof is electronically acknowledged. Notice given by an overnight delivery service shall be considered to have been given on the next business day.

10. Waiver. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

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12. Laws of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be fully performed therein by residents of the State of California, except to the extent that the parties' respective rights and obligations are subject to mandatory local, State and Federal laws or regulations. The parties hereby agree that the jurisdiction of, or the venue of, any action brought by either party shall be in a state or federal district court sitting in the Los Angeles, California and both parties hereby agree to waive any right to contest such jurisdiction and venue.

13. Entire Agreement and Section Headings. This Agreement, including the Exhibits hereto, which by this reference are incorporated in their entirety herein, sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements, or understandings relating to the subject matter hereof. This Agreement shall not be modified other than in a writing, signed by each of the parties hereto. The section headings hereof are for the convenience of the parties only and shall not be given any legal effect or otherwise affect the interpretation of this Agreement.

14. Severability. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that a restriction contained in this Agreement shall be unenforceable because of the extent of time or