

# MOBILE 500 ALLIANCE

## MEMORANDUM OF UNDERSTANDING

March \_\_, 2011

This Memorandum of Understanding (this “MOU”) sets forth certain preliminary understandings and commitments by the undersigned to form the Mobile 500 Alliance (“Mobile 500”), which the undersigned anticipate may be the foundation of a joint venture among the undersigned to carry out the purpose of Mobile 500 as set forth below (the “Joint Venture”). By executing this MOU, the undersigned have set forth their understanding with respect to Mobile 500 and their agreement to cause Mobile 500 to take the actions set forth below in an effort to form the Joint Venture. From time to time after the date hereof, additional persons or entities identified by the executive committee described below may become parties hereto and members of Mobile 500 in accordance with Section II.a.i below.

### I. Mobile 500 Preliminary Terms.

- a. Purpose: To maximize the value of television broadcast spectrum, including mobile television services, for viewers, advertisers and members, recognizing that a viable Mobile DTV service will require the cooperation of, and partnership with, television broadcasters and networks serving the country.
- b. Members: Initial members must own at least one full-power U.S. commercial television broadcast station and must not be a member of a competing mobile DTV consortium or organization such as Mobile Content Venture (“MCV”). Mobile 500 would not discriminate as to the size or type of television broadcaster, but each member (i) would commit one or more full-power commercial television stations majority owned by the member directly or indirectly and regardless of network affiliation or satellite status and (ii) would be willing in principle to commit spectrum for Mobile DTV applications and services through arrangements with other broadcasters and strategic partners, such as networks, MCV or other providers. Broadcasters whose membership would be contrary to applicable law would not be admitted.

### II. Mobile 500 Preliminary Actions.

- a. Phase I:
  - i. After the date hereof, Mobile 500 would continue to solicit new members that satisfy the requirements set forth in Section I.b above. Any new members would execute a signature page to this MOU and would contribute initial funds in the same amount that such parties would have contributed under Section II.a.iv below had such parties signed this MOU on the date hereof.

- ii. Mobile 500 would pursue an active role in MCV and would engage in other business development opportunities (such as introductory conversations with interested programmers, carriers, existing mobile TV providers, software/hardware manufacturers, select technology companies, etc.)
  - iii. Mobile 500 would designate an executive committee made up of six of its members to represent it in negotiations with MCV and other business development opportunities with any agreements being subject to final approval by each of Mobile 500's members who decide to form the Joint Venture. The initial members of the executive committee are set forth on Exhibit A to this MOU.
  - iv. Mobile 500 would raise funding from its members on an agreed pro rata basis (based on aggregate coverage of the country represented by all of a member's stations, but in no event less than \$2,500 or more than \$10,000 per member) in an initial aggregate amount of \$100,000. The initial funds would cover expenses of Mobile 500, as approved by majority vote of the executive committee, through the JV Deadline (as defined below). If, by the JV Deadline, any of the initial funds have not been used to cover expenses, or set aside to cover future expenses (including potential liabilities), of Mobile 500, each member of Mobile 500 would receive a pro rata portion of such remaining initial funds in proportion to such member's contribution to such initial funds.
- b. Phase II: No later than the date that is six months from the date of this MOU (the "JV Deadline"), the members of Mobile 500 will decide whether to form the Joint Venture, which members of Mobile 500 will be members of the Joint Venture and the terms and conditions of the Joint Venture and such membership.

III. Confidentiality. Each of the undersigned hereby agrees, and agrees to cause its Representatives (as defined below), to keep the terms of, and the transactions contemplated by, this MOU, including the existence of this MOU and any related discussions, negotiations and other correspondence, strictly confidential; provided, however, that the undersigned may disclose any of such terms or transaction only to its directors, officers, employees, agents or advisors (collectively, "Representatives") who (a) need to know such information for the sole purpose of evaluating the transactions described in this MOU and (b) agree to keep such information strictly confidential. Each of the undersigned shall be responsible for any breach of this Section III by any of its Representatives as if such Representatives were the undersigned. Notwithstanding anything to the contrary in this Section III, any of the undersigned may disclose any of the terms of or transactions contemplated in this MOU to governmental authorities if required in accordance with applicable law or pursuant to legal process; provided, however, that prior to any such disclosure, such disclosing party shall notify Mobile 500 as to the contents of such disclosure, and, if permitted under applicable law, such disclosing party must use commercially reasonable efforts to cause the person or entity to which disclosure is made to keep such disclosed information confidential.

The undersigned recognize that this MOU is not an agreement by the undersigned to form the Joint Venture or an agreement by the undersigned as to any specific terms of the Joint Venture or any obligation to Mobile 500 or the Joint Venture, except for this paragraph and the provisions of Section III above, which are binding on the undersigned. This MOU is governed by the substantive laws of the State of New York without regard to any applicable conflicts of law principles. This MOU may be executed in one or more counterparts (including by facsimile or PDF), each of which shall be an original and all of which together shall constitute one and the same instrument.

*[Signature pages follow]*

Acknowledged and Agreed:

[NAME OF ENTITY]

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

Address for Notice:

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Acknowledged and Agreed:

[NAME OF ENTITY]

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## Exhibit A

### Executive Committee

Name	Company
Colleen Brown	Fisher Communications, Inc.
David Smith	Sinclair Broadcast Group, Inc.
Becky Duke	LIN Media
Jimmy Goodmon	Capitol Broadcasting Company
Bert Ellis	Titan Broadcast Group
Kerry Oslund	Schurz Communications, Inc.