

Binding Term Sheet**[REDACTED] Mark Steyn Enterprises (US) Inc. and [REDACTED] TV LLC**

This Binding Term Sheet ("Term Sheet") is by and between [REDACTED] Enterprises (US), Inc., a New Hampshire corporation ("MSE") for the services of Mark Steyn ("Talent"), and [REDACTED] a Delaware limited liability corporation ("CRTV") and is effective as of May 9, 2016 (the "Effective Date"). MSE and CRTV are hereinafter referred to collectively as the "Parties," or individually as a "Party." The Parties agree as follows:

1. **Purpose.** This Term Sheet describes the Parties' agreement with respect to the terms and conditions of CRTV's engagement of MSE, and certain terms related to Parties' mutual desire to build a business around Talent, including a talk program (the "Show"), which will be hosted by Talent for exploitation in any and all media (including, but not limited to, radio, television and Internet, and on any platforms, networks, multiple system operators, Internet distributors, television everywhere and television and radio syndication networks, all as may be authorized by CRTV). The parties will mutually agree upon the name of the Show.

2. **Term.** The "Term" of MSE's engagement shall be for a period of five (5) years, subject to Sections 11 and 12 below, commencing on July 1, 2016 ("Commencement Date"), and ending on June 30, 2021 ("Ending Date") unless terminated earlier or extended pursuant to the terms hereof. Provisions of this Term Sheet that are reasonably expected to survive the termination or expiration of this Term Sheet (or subsequent long form agreement) shall survive.

3. **Services.**

3.1 Talent shall devote sufficient professional time, efforts and attention to: (a) creating, performing, hosting, announcing, promoting, marketing and being an on-air personality, as required by CRTV and customarily provided by a host of a radio/television show such as the Show; and (b) hosting the Show for national syndication and exploitation by or on behalf of CRTV in all media formats.

3.2 Talent's services shall be exclusive to CRTV with respect to any program, including radio, television, Internet and podcasts, during the Term; provided, however, such exclusivity shall not apply to (a) "guest appearances" or "guest hosting" on other television and radio programs, (b) authorship of print and/or e-books, (c) promotional appearances for print and/or e-books authored by Talent, (d) narration of audio books written by Talent or other authors, (e) speaking engagements, and (f) all musical endeavors including podcasts of a musical nature, songwriting, recording and promotional appearances for such musical endeavors. Talent's services shall include reasonable promotional responsibilities and the participation in marketing of the Show for use in all media.

3.3 Talent shall participate in reasonable promotional and publicity campaigns (such as, media tours, talk show appearances, interviews) as requested by CRTV, and shall specifically mention tune in information for the Show. Talent will be provided round trip first-class airfare and first-class hotel for two, reasonable per diem and private car service if travel is required hereunder.

4. **The Show.** The Show shall be a talk show with an emphasis on current events, cultural and political issues, music and entertainment, talk and interviews, showcasing the spontaneous commentary and other talents of Talent. Each episode of the Show will be one (1) television hour (approximately 45 minutes commercial free) in length airing five (5) days per week (Monday through Friday), excluding 30 days per year as determined by MSE.

5. **Creative/Business Control.**

5.1 The Parties shall collaborate and cooperate in good faith to reach mutual agreement on: (a) the creative aspects of the Show (including the Show format); (b) key elements of the Show; (c) Show personnel;