

## METV NETWORK

### Station Affiliation Binding Term Sheet

Start Date: September 10, 2012 ("Effective Date") Today's Date: July 25, 2012

Programmer: MeTV National Limited Partnership

Affiliated Program Stream (check one):

Primary Program Stream (Channel)

Multicast Stream (Multicast Channel 9.2)

Broadcaster: Newport Television LLC

Community of License: Syracuse, NY

Station: WSYR-DT2

Station DMA: Syracuse, NY Rank: 84

1. **Term.** Two years from the Effective Date ("Initial Term"). This Term Sheet shall automatically renew on an annual basis thereafter for up to three (3) additional years, unless terminated by Broadcaster or Programmer with upon no less than ninety (90) days prior written notice from the then scheduled end date of the Initial Term or applicable renewal term year.

#### 2. Certain Definitions.

"Affiliated Program Stream" means the Primary Program Stream or Multicast Stream of the Station on which the Programming is principally broadcast pursuant to this Term Sheet.

"Multicast Stream" means a free, over-the-air program stream broadcast within the Station's 6 MHz digital television signal, other than the Station's Primary Program Stream, and excluding any program stream transmitted by a method or in a standard specifically designed for mobile reception.

"Primary Program Stream" means the Station's free, over-the-air program stream broadcast within the Station's 6 MHz digital television signal that is the successor to the Station's analog stream, if any, and that Station consistently designates as its primary program stream.

"Programming" means the programming (including commercial identification and content) included in the television programming service currently known as the MeTV Network (the "Network").

3. **Programming Provided.** Programmer shall deliver to Broadcaster via satellite a 24/7 feed of the Network containing Programming in an ATSC standard definition format. Programmer shall be solely responsible for the selection and scheduling of the Programming. The Programming shall include at least three (3) hours per week of children's programming that meets the definition of "core" educational and informational programming of the FCC's rules ("Children's Programming").

4. **FCC Compliance.** The Programming shall comply with the applicable federal, state and local regulations, including, but not limited to, closed captioning; children's programming; sponsorship identification requirements of Sections 317 and 507 of Communications Act of 1934, as amended (the "Act") and any other requirements to identify the sponsors and/or executive officers and directors of sponsors of material advocating or opposing political candidacies or ballot issues. Programmer shall make a good faith effort to determine when sponsorship identification announcements are required and that such announcements are accurate.

5. **Grant of Rights.** Programmer hereby grants to Broadcaster the non-exclusive (except as set forth in Section 6) right and license to broadcast via free television (as such term is commonly understood in the television industry) the Programming on the Affiliated Program Stream of the Station in the Station's DMA and in areas where the Station is significantly viewed (as defined by § 76.54 of the FCC Rules). The rights granted hereunder are limited solely to (i) the right to broadcast the Programming on the Affiliated Program Stream, and on the Alternate Stream as permitted under Section 9, of the Station, and (ii) the right to authorize simultaneous retransmission of the Affiliated Program Stream by cable system operators, direct-to-home satellite system operators, approved IPTV service operators (including U-Verse and FIOS) or other multichannel video programming distributors, so long as transmission via any such technologies is for receipt by television receivers

only (collectively, "MVPD Distributors") pursuant to Station's exercise of its must-carry or retransmission consent rights in accordance with Section 12.

**6. Exclusivity.** Programmer agrees that throughout the Term, the Station shall be the sole affiliate of the Network within the Station DMA, as provided by A.C. Nielsen, to the extent permitted by law and FCC rules. Additionally, Broadcaster shall be entitled to invoke the protection against simultaneous duplication of the Network Programming imported under the Compulsory Copyright License, as provided in Section 76.92 of the FCC's rules, to the maximum geographic extent permitted by the FCC's rules within the Station's DMA. These rights shall be enforceable solely with respect to the duplicating programming of a Network-affiliated broadcast television station that is licensed to a community outside the Station's DMA.

**7. In-Pattern Broadcast.** Except as authorized under Sections 8 and 9, Broadcaster shall broadcast the Programming (i) on the Affiliated Program Stream on a full time (*i.e.*, 24/7) basis, without modification, time-shifting, or editing; (ii) in its entirety, including all commercial announcements, without interruption, deletion, addition, or alteration of any kind (subject to Broadcaster's right to reject under 47 C.F.R. §73.658(e) and except for the insertion by Broadcaster of advertisements, promotions, or public service announcements during periods designated by Programmer as available for such insertions); and (iii) on an in-pattern basis. Within fifteen (15) days after the end of each month, Broadcaster shall provide to Programmer monthly performance reports in a form and substance reasonably requested by Programmer. Broadcaster acknowledges that Programmer does not include AFD flags within the Network feed, and Broadcaster agrees not to insert any AFD flags.

**8. Exceptions to In-Pattern Broadcast.** The terms and conditions of *Exhibit A* shall apply with respect to any preemption or substitution of Programming.

**9. Simulcasts on Alternate Stream.** If a Station's Affiliated Program Stream is a Multicast Stream, Programmer may designate a minimum of one (1) hour of Programming per day, Monday through Sunday, and, with Programmer's prior approval, Broadcaster may telecast such Programming (including all national commercial advertisements originally contained therein) on the Station's Primary Feed (the "Alternate Stream") on either (a) a simulcast basis, or (b) a time-shifted basis at a time mutually agreed upon by Programmer and Broadcaster between 9:00 am and 12:00 midnight local time within twenty-four (24) hours following such Programming's scheduled in-pattern broadcast. In the event that Broadcaster telecasts Programming on a time-shifted basis pursuant to this Section 9, Broadcaster agrees that such time-shifted telecast shall be the sole telecast of such Programming, and that Broadcaster shall be responsible for filling the original time slot of such Programming with other programming obtained by Broadcaster at Broadcaster's expense, *provided, however*, that at Programmer's discretion, Programmer may provide alternate Programming to fill such time slot. Any programming substituted by Broadcaster shall be subject to Programmer's prior written approval as follows: (i) for regularly recurring substitutions, Broadcaster shall seek Programmer's approval at least 30 days in advance of the telecast; (ii) for all other substitutions, Broadcaster shall seek Programmer's approval as early as practicable, but at least 7 days prior to the telecast.

**10. "Best of Me" Hour.** Programmer may provide a 1- to 2-hour "Best of Me" program featuring various Network Programming (which Programming may change from time to time and may include holiday specials and thematic events) and containing seven (7) minutes of local commercial advertising inventory per hour (such program, "The Best of Me"). If Programmer provides The Best of Me, Programmer shall deliver The Best of Me via an alternate Network feed or other [similar] delivery method, and, if Broadcaster elects to broadcast The Best of Me, Broadcaster will be responsible for recording The Best of Me for playback for broadcast as set forth herein. On each day on which Programmer provides The Best of Me, Broadcaster may elect, in its discretion, to air The Best of Me (a) on the Station's Primary Program Stream, if the Affiliated Program Stream is a Multicast Stream; or (b) if the Affiliated Program Stream is the Station's Primary Program Stream, on either a Multicast Stream of the Station or the primary program stream of another station that is owned, managed or otherwise controlled by Broadcaster and is licensed to a community located in the same DMA as the Station; *provided*, in either case ((a) or (b)), the broadcast of The Best of Me shall not preempt the broadcast of regularly scheduled Network Programming (if any) on such Primary Program Stream, Multicast Stream, or other station, as applicable. Nothing contained in this section shall be considered an obligation for Broadcaster to transmit The Best of Me programming.

**11. Commercial Inventory.** Broadcaster shall be entitled to five (5) minutes of local commercial advertising availabilities per hour of Programming (other than Children's Programming, which shall not contain local commercial advertising availabilities). Broadcaster also shall be entitled to the local commercial advertising inventory specified in Section 10 and the online advertising and promotional inventory specified in Section 15.

**12. Retransmission of Programming.** Broadcaster shall have the right to exercise its must-carry or retransmission consent rights with respect to carriage of the Affiliated Program Stream by any MVPD Distributor serving the Station's DMA. *Exhibit B* lists all MVPD Distributors on which the Affiliated Program Stream is carried as of the Effective Date. As between the parties, Broadcaster shall retain all benefits, including but not limited to retransmission consent revenue, generated by retransmission consent agreements with MVPD Distributors.

**13. Cable Subscriber Threshold.** Broadcaster represents and warrants that it has obtained, and throughout the Term will use commercially reasonable efforts to maintain and enforce, the contractual right to carriage of the Station's channel on which Station broadcasts the Programming on the digital cable systems owned by the predominant cable operator(s) in Station's DMA, as illustrated on *Exhibit B*. Broadcaster will use commercially reasonable efforts to maximize the distribution of the Station's channel on which Station broadcasts the Programming by MVPDs serving the Station's DMA. Notwithstanding the forgoing, nothing contained in this Section will limit or impair Broadcaster's ability to negotiate retransmission consent with a MVPD or stand as a guarantee that carriage will continue for any Broadcaster Station throughout the Term. Moreover, discontinuation of carriage for any individual Station signal shall be specific to the Station and will not impact the rights and obligations of Broadcaster and Programmer under this Agreement as if applies to all other Broadcaster Stations. If carriage of the Programs is discontinued by the predominant cable operator in Station's DMA, Station shall have a period of ninety (90) days to reestablish carriage with such cable operator without being in material breach of this Term Sheet. In the event Broadcaster is unable to reestablish carriage with the predominant cable operator in the Station's DMA with such ninety (90) day period, Programmer may terminate this Term Sheet on thirty (30) days written notice.

**14. Music.** Programmer will assure that the performing rights to the music contained in the programming shall be (i) controlled by a U.S. performing rights society (i.e., ASCAP, BMI or SESAC), (ii) in the public domain, or (iii) controlled by Programmer sufficient to permit Broadcaster's use hereunder. Broadcaster shall, at its sole cost, obtain any necessary licenses covering music performance rights for distribution of the programming by Broadcaster as contemplated by this Agreement.

**15. Local Website.** Programmer shall host a Station-specific, MeTV-branded website (the "Local Website") located at the unique URL set forth in *Exhibit C* (which URL shall be owned by Programmer). The Local Website shall include certain Broadcaster branding elements, and Broadcaster shall be entitled to certain advertising and promotional inventory, in each case as described in *Exhibit C*. Except as set forth in this Section 155 and *Exhibit C*, Programmer shall be solely responsible for the development of the Local Website and shall retain ultimate control over the look and feel of the Local Website and any branding or commercial elements included therein. Broadcaster shall use standard templates and other tools provided by Programmer to provide a formatted, printable version of Station's local broadcast schedule (which shall reflect all local exceptions to the national Network schedule). Programmer, in its discretion, may provide additional standard templates and tools to permit Broadcaster to further customize the Local Website. Broadcaster shall not develop or host any other MeTV-branded website and shall not customize or otherwise alter the Local Website except as contemplated under this Term Sheet using standard templates and other tools provided by Programmer. Programmer shall provide Network logos and other promotional graphics for use by Broadcaster in promoting and linking to the Local Website. At a minimum, Broadcaster shall post an IAB standard ad banner on its parent website that contains Programmer-provided Network logos and promotional graphics and directly links to the Local Website.

**16. Use of Trademarks and Logos.** Each party may use the other's trademarks, trade names, logos and other Network branding elements, as applicable (including each Station's name and call letters) (collectively, "Marks") in publicizing its activities and Programming pursuant to this Term Sheet. Neither party shall delete or alter any copyright, trademark, logo, notice or other branding element, or any credit, included in any materials delivered pursuant to this Term Sheet. The provisions of this paragraph apply to all on-air and ancillary uses by a party of the other's copyright, trademarks, trade names, logos and other Network branding elements or credits. Notwithstanding the forgoing, either party may revoke consent for use of its marks if it believes, in its sole discretion, that the marks are being used in a form or manner that is inconsistent with this Agreement or otherwise harmful to the mark owner. For clarity, any copyright, trademark, or other right in material furnished by Programmer or included in the Programming shall remain the sole property of Programmer or the party from which Programmer obtained the right to use the mark or right. Broadcaster may use any advertising or promotional material provided by Programmer solely to promote the exhibition of such Programs, subject to any applicable restrictions or guidelines of which Programmer notifies Broadcaster. Broadcaster agrees that no advertising or promotional material will be created, developed and/or extracted by Broadcaster from any

Program (including without limitation the names or likenesses of any artists appearing therein) without Programmer's prior consent. Programmer may use the mark, name and call letters of Station in reasonably publicizing its activities and programming, provided that Programmer does not manipulate or materially alter the Broadcaster mark. Notwithstanding anything set forth herein, each party shall have the full right and ability to pursue all available recourse upon the discovery of any abuse, infringement, violation or unauthorized use by the other party of any mark or copyright.

**17. Promotion.** Broadcaster shall promote the Programming on its Primary Program Stream (regardless of whether such Primary Program Stream is the Affiliated Program Stream), and shall cause Station to broadcast not less than 1 Network promotion unit each day (Various lengths - :05, :10, :15, :20, or :30) solely at broadcaster discretion throughout the Term (excluding time periods during qualified Children's Programming).

**18. MeTV Box.** A MeTV Station-In-A-Box (a "Box") shall be required for use in broadcasting the Programming. The Box is valued at \$25,000 each. Programmer shall provide the Box to Broadcaster during the Term, and Broadcaster and Station hereby acknowledge and agree that Programmer shall retain ownership of all right, title and interest in and to the Box, and that Broadcaster shall be responsible to maintain the Box in good working condition. Broadcaster shall use the Box solely in connection with the broadcast rights granted pursuant to this Term Sheet and for no other purpose or programming without the express written consent of Programmer. Upon termination of this Term Sheet for any reason, Broadcaster shall promptly return the Box to Programmer.

**19. Minimum Bandwidth Requirement.** If the Affiliated Program Stream is a Multicast Stream, Broadcaster shall devote the appropriate bandwidth to deliver a good quality signal, as perceived by the average viewer.

**20. Termination.** Either party may terminate this Term Sheet if the other party materially breaches any provision of this Term Sheet and such breach is not cured within (30) days after notice thereof. Programmer may terminate this Term Sheet (A) upon thirty (30) days' written notice to Broadcaster, if Programmer ceases Network operations for any reason; or (B) as otherwise provided in this Term Sheet. Broadcaster may terminate this Agreement with ninety (90) days prior written notice to Programmer if: (C) Station sells all or substantially all of its assets to a third party; is unable to materially perform the material obligations under this Agreement as a result of federal legislation or regulatory order precluding such performance; or (D) as otherwise permitted under this Term Sheet.

**21. Representations and Warranties.** Programmer and Broadcaster each represent and warrant that (i) it is duly organized, validly existing and in good standing under the laws of the state under which it is organized; (ii) it has the power and authority to enter into this Agreement and to perform fully its obligations hereunder; (iii) the individual executing this Agreement on its behalf has the authority to do so; and (iv) the obligations created by this Agreement constitute legal, valid and binding obligations enforceable in accordance with their terms. Programmer further represents and warrants to Broadcaster that Programmer holds all necessary rights and licenses in and to the Programming, and that such rights and licenses are sufficient to permit the publication or exhibition of the Programming via any medium for which Broadcaster has publication or exhibition rights under this Agreement without infringing the copyright or other intellectual property rights of any third party. Programmer further represents and warrants that the Programming, including, to Programmer's knowledge, Programmer-supplied commercial advertisements, provided by Programmer will comply with all laws, statutes, regulations, and rules, including those of the FCC, applicable to broadcast television stations, including but not limited to, closed captioning, children's programming, indecency/obscenity/safe harbor, and political advertising. The representations and warranties contained in this Section 20 shall survive termination of this Agreement until the expiration of the applicable statute of limitations for the claim for which indemnification is sought.

## **22. Indemnification.**

(a) **By Programmer.** Programmer shall indemnify, defend, and hold Broadcaster, the Stations, and its officers, owners, agents, and employees harmless against all direct claims, liabilities, damages, and costs, including reasonable attorneys' fees and associated expenses arising therefrom (excluding any claim by Broadcaster for lost revenue, lost profits or other consequential damages, if any, regardless of whether such alleged damages are or were foreseeable), as the result of: (i) any third party claim alleging that the Programming or other material provided by Programmer, as used in accordance with this Agreement violates or infringes upon the trade name, trademark, copyright, literary or dramatic right, or right of privacy or publicity of any party, or constitute a libel or slander of any party (but excluding any claim based upon infringement of public performance rights in music), or violates any laws, statutes, regulations or rules, (ii) any breach of any of Programmer's representations, warranties, covenants or agreements hereunder or (iii) any non-compliance by

Programmer with the Communications Act of 1934, as amended, or any rules or regulations adopted by the FCC or any successor agency.

(b) By Broadcaster. Broadcaster shall indemnify, defend, and hold Programmer and its affiliates, officers, directors, agents, and employees harmless against any direct claims, liabilities, damages, and costs, including reasonable attorneys' fees and associated expenses arising therefrom (excluding any claim by Programmer for lost revenue, lost profits or other consequential damages, if any, regardless of whether such alleged damages are or were foreseeable), caused by or arising out of matters relating (i) to public performance rights in music, (ii) to any material furnished or added by any party other than Programmer after delivery of the Programming to Broadcaster, (iii) to the extent Programming is changed or otherwise affected by insertion or deletion of any material by any party other than Programmer after delivery of the Programming to Broadcaster, (iv) any breach of any of Broadcaster's representations, warranties, covenants or agreements hereunder, (v) any programming broadcast by Stations other than Programming provided by Programmer to Broadcaster pursuant to the terms of this Agreement, or (vi) any non-compliance by Broadcaster with the Communications Act of 1934, as amended, or any rules or regulations adopted by the FCC or any successor agency.

(c) Indemnification Procedures. In the event of any claim for indemnification, the claiming party shall promptly notify the indemnifying party of the basis for and amount of the claim, including the name of any third party involved. With the exception of proceedings before the FCC (for which no right of assumption or compromise shall exist), the indemnifying party shall have the right, to be exercised within thirty (30) days of notice, if liability to a third party is involved, to defend or compromise such matter at the sole cost and expense of the indemnifying party, and the indemnified party shall cooperate fully in such defense. The indemnified party shall not settle or compromise any claim by a third party for which it is entitled to indemnification without the prior consent of the indemnifying party, unless suit has been instituted and the indemnifying party has not assumed control of the suit. The indemnifying party shall not settle or compromise any claim by a third party unless the settlement involves no monetary payment or other obligation on the part of the indemnified party and includes a release in favor of the indemnified party. The provisions of this Section 19 shall survive termination of this Agreement until the expiration of the applicable statute of limitations for the claim for which indemnification is sought.

23. Dispute Resolution. In no event shall either Programmer or Broadcaster be liable for any consequential special, incidental or punitive damages, including, without limitation, any lost profits of any kind, arising out of or relating to any breach of this Agreement; provided, however, that this provision shall not restrict a party's indemnification obligations with respect to a third party claim.

24. Force Majeure. Neither party shall incur any liability to the other under this Agreement if the performance of that party is prevented, interfered with or precluded because of an Act of God, fire, lockout, strike, action by a government authority, riot or any similar or different cause beyond the control of the party so failing to perform.

25. Assignment. This Agreement shall not be assigned by Broadcaster without the prior written consent of Programmer; provided however that this Agreement may be assigned by Broadcaster, without Programmer's consent, to a party that acquires all or substantially all of the assets of Broadcaster or Station. Prior to the effectiveness of any such assignment, any permitted assignee shall become a licensee hereunder.

26. No Joint Venture or Partnership. Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between Broadcaster and Programmer. Except as otherwise specifically set forth herein, neither Broadcaster nor Programmer shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

27. Broadcaster's Liability Insurance. Broadcaster shall, at its expense, secure and maintain in force during the Term hereof a policy of Broadcaster's liability insurance for the Station and standard Errors and Omissions Insurance reasonably acceptable to Programmer, and naming Programmer as an additionally insured thereunder.

28. Miscellaneous Provisions. This Term Sheet sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, proposals or understandings as to such subject matter. Neither party shall publicly disclose any of the specific terms and conditions of this Term Sheet, except as required by law. Any waiver of any provision of this Term Sheet must be in writing and signed by the party alleged to have waived such provision, and any single waiver shall not operate to waive

subsequent or other defaults. This Term Sheet is subject to, and Broadcaster shall ensure compliance with, the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC. This Term Sheet shall be governed by the law of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Term Sheet to the substantive law of another jurisdiction.

**29. Long-Form.** The parties agree to negotiate in good faith a long-form agreement ("Agreement") containing the terms and conditions set forth in this Term Sheet, as well as other terms and conditions typically found in agreements of similar nature. Until such Agreement is executed by the parties hereto, this Term Sheet shall be binding and continue to apply in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Term Sheet as of the day and year first above written.

REVIEWED BY:

\_\_\_\_\_  
JOHN BRYAN  
EXECUTIVE VICE PRESIDENT  
BROADCAST STRATEGY  
METRO-GOLDWYN-MAYER STUDIOS INC.

THIS TERM SHEET SHALL NOT BE BINDING UNLESS AND UNTIL SIGNED BY BOTH PARTIES BELOW.

ACCEPTED AND AGREED:

BROADCASTER

By: Sandy DiPasquale  
Name: Sandy DiPasquale  
Title: President & CEO

METV NATIONAL LIMITED PARTNERSHIP

By: Norman H. Shapiro  
Name: Norman H. Shapiro  
Title: President, Madison Halsted LLC, its General Partner

## Exhibit A

### Exceptions to In-Pattern Broadcast

- Substitutions and Preemptions.** Nothing in this Term Sheet shall limit Broadcaster's right in good faith (A) to reject or refuse any Programming that Broadcaster reasonably believes to be unsatisfactory or unsuitable, or contrary to the public interest, or (B) to substitute a program that, in Broadcaster's opinion, is of greater local or national importance than a Program. Broadcaster shall have the right to substitute the Programming with the following programming: (W) local news, breaking news/weather and sports programming (i.e. professional, college and high school), (X) programming required to be distributed on the station signal pursuant to any pre-existing agreement between Broadcaster and a third-party, (Y) paid-programming upon mutual approval throughout term, and (Z) up to thirty-nine (39) additional programming hours per year as determined by Broadcaster in its reasonable discretion.
- Procedures Relating to Substitution and Preemption.** Broadcaster shall give Programmer written notice of each rejection, refusal or substitution, the identity and length of the programming to be substituted for a Program (the "Substitute Programming") and the justification therefor, not later than seventy-two (72) hours after receiving notice of such Program, or as soon thereafter as possible. Programmer reserves the right to request Broadcaster to broadcast said Program (including all national commercial advertisements originally contained therein) in an alternate time period or program stream normally occupied by other Programming. Broadcaster will use good faith efforts to satisfy Programmer's request for an alternative broadcast, but nothing contained herein shall be construed as an obligation for Broadcaster to broadcast the Programming in an alternative time period.
- Unauthorized Preemptions.** An "Authorized Preemption" shall mean any failure by a Station to broadcast any Programming: (A) due to force majeure; (B) pursuant to Section 8; or (C) as otherwise approved by in advance by Programmer. Any other preemption or failure to broadcast any Programming that is not an Authorized Preemption is an "Unauthorized Preemption." If within any three (3) -month period during the Term, Station makes three (3) or more Unauthorized Preemptions of any Programming, Programmer shall have the right, upon thirty (30) days prior written notice to Broadcaster, to terminate this Term Sheet. Notwithstanding the forgoing, Programmer agrees to engage in good faith discussions with Broadcaster with respect to the cause(s) of such Unauthorized Preemptions and the availability of curing such Unauthorized Preemption before terminating this Term Sheet pursuant to this Section. Furthermore, for clarity, any Unauthorized Preemption shall be specific to the Station, and not impact other licensed Stations under this Term Sheet.
- If any of the repurposed news, local sports programs cease to be programmed in the timeperiods noted on the attached schedule, the time will revert back to MeTV. Upon expiration of current syndication contracts timeperiods shall revert back to MeTV.

*Exhibit B*

**Cable and Satellite Systems**

List of all cable and satellite systems on which MeTV will be carried and estimated date of carriage.

Time Warner Cable - Channel 890

Verizon Fios -- Channel 470



*Exhibit C*

**Local MeTV Website**

URL: [www.MeTVSyracuse.com](http://www.MeTVSyracuse.com)

Broadcaster Branding Elements

The Local Website shall include the following Broadcaster-specific branding elements:

- The page header of the Local Website shall include Broadcaster's custom MeTV logo.
- Broadcaster may elect to include the logos of Broadcaster's parent or sister station(s) or other Broadcaster web properties in the footer of the Local Website.

Advertising/Promotional Inventory

Broadcaster shall be entitled to the following advertising and promotional inventory on the Local Website and shall be entitled to retain all revenues derived therefrom.

- Broadcaster-provided above-the-fold banner advertisements on every page of the Local Website. Broadcaster shall provide Programmer with an "ad tag" from Broadcaster's banner provider to enable Programmer to serve Broadcaster's banner ads.
- The first slide in a five-slide promotional billboard located on the Local Website's home page. Broadcaster shall use the billboard tool provided by Programmer to manage such local promotional billboard inventory.

All advertising and promotional content provided by Broadcaster shall be subject to Programmer's approval, which approval may be withheld (by way of example and not of limitation) with respect to advertising or promotional content that Programmer deems to be incompatible or inconsistent with the Network brand or for a product or service that is competitive with the Network.

For the avoidance of doubt, all revenues derived from Programmer-provided advertising or promotional content on the Local Website shall be retained by Programmer.

***Exhibit D***

**(For Primary Stations Only)**

Please designate hours/time periods/dayparts during which your primary station will be airing the MeTV programming stream. To be determined at Licensee option.

Licensee local paid program time periods shall air on MeTV DT2 schedule throughout term.

M-F -

Saturday -

Sunday -

**NTV Base Schedule 12-13**

Station: ESYR-DT  
Market: Syracuse

	MON	TUE	WED	THU	FRI	SAT	SUN	
5:00	The Honeymooners					Gumby	The Honeymooners	5:00
5:30	Dobie Gillis					Adv of Mr. Magoo	Pat Silvers	5:30
6:00	The Beverly HillsCops					He-Man master of Univ	Pat Silvers	6:00
6:30	Pellcoast Junction					He-Man master of Univ	Laurel & Hardy	6:30
7:00	The Morning News (Replay)					El Wild Abt Animals 12/13		7:00
7:30						El Misadent 12/13		7:30
8:00						Aboriginal Life	Green Screen Adv	8:00
8:30						El Animal Rescue 12/13	El Patsiv 12/13	8:30
9:00	Dr. OZ (Replay) 11/14					Morning News (Replay)	Morning News (Replay)	9:00
9:30								9:30
10:00	Billions 12/13					Morning News (Replay)	Morning News (Replay)	10:00
10:30								10:30
11:00	Cannon					El Awakened 12/13	SU Cont'd	11:00
11:30						El Young Icons 12/13	EBR Improv	11:30
Noon	Hawaii 5-0					El Real Winning Edgs 12/13	Brady Bunch	Noon
12:30						The Guns of Will Sonnet		12:30
1:00	NC9 to Noon (Replay)					Gunsmoke	Happy Days	1:00
1:30	Reception 12/13						Lavens & Shirley	1:30
2:00	Bonanza					Bonanza	The Mothers in Law	2:00
2:30							The Mothers in Law	2:30
3:00	Upon Further Review (Replay)					The Big Valley	That Girl	3:00
3:30							That Girl	3:30
4:00						Local Movie	Dick Van Dyke Show	4:00
4:30							Dick Van Dyke Show	4:30
5:00	Hogan's Heroes					12/13 exp	MeTV	5:00
5:30	Hogan's Heroes					Sony Weekly	Loves Lucy	5:30
6:00	The Rifleman					6pm News		6:00
6:30	NC9 to 5:00 (Replay)					Green Acres		6:30
7:00	NC9 to 6:00 (Replay)					Batman	M*A*S*H	7:00
7:30	NC9 to 6:00 (Replay)					Batman	M*A*S*H	7:30
8:00	Bridge St. (Replay)	Learn sign language	Bridge St. (Replay)			Last in Space	Columbo	8:00
8:30								8:30
9:00	Killer (2) 12/14					Star Trek: original		9:00
9:30							The Honeymooners	9:30
10:00	John Hays					Svengoolie	Castle 12/16	10:00
10:30							The Twilight Zone	10:30
11:00	The Twilight Zone						The Twilight Zone	11:00
11:30	Pony Mason						The Twilight Zone	11:30
12:00						Voyage to the Bottom of the Sea	The Fugitive	12:00
12:30	The Untouchables					Get Smart	Law & Order	12:30
1:00						Get Smart	12/13	1:00
1:30	Green at 11 (Replay)					Local Movie	Original Myras 13/11	1:30
2:00	Comics Unleashed 12/13						Gold Case Files 12/13	2:00
2:30	Date's Confession 12/13							2:30
3:00	Combat					12/13 exp only weekly		3:00
3:30								3:30
4:00	12 O'clock High					Kick II 12/13	CSI Miami 13/14	4:00
4:30								4:30

As Of: 6/30/12  
Network Content: MeTV  
New Series - Bold Title