

- (d) Network, as of the date on which television stations are required to surrender their analog signals (the "digital conversion date") (as mandated by statute or FCC regulation), and employing all commercially reasonable efforts to implement the provisions of this sentence before the digital conversion date, shall deliver all Network Programming, other than Children's programming, to Affiliate in the HDTV format. All Prime Time Network Programming will consist of original and repeat episodes of first-run series, first-run special programs, theatrical feature films and occasional programs or series initially produced for other networks, except that: (i) up to three hours of regularly scheduled Prime Time Network Programming per broadcast week may consist of repeat broadcasts of episodes of Network series broadcast in another Prime Time time period during the same week or theatrical feature films (collectively, "Replays"), provided that after Network ceases broadcasting regularly scheduled professional wrestling programming, up to two hours (which may be exceeded on occasion for films on Sundays that run over two hours) of theatrical feature films will not thereafter be considered "Replays"; (ii) up to one hour of regularly scheduled Prime Time Network Programming per broadcast week may be episodes of a Prime Time Network series from a prior broadcast season ("Beginnings episodes"), provided that if one hour of Beginnings episodes is broadcast in any week, then not more than two hours of Replays will be broadcast in that week; and (iii) if Network ceases providing the three hours of Sunday Prime Time Network Programming, then the three hours of Replays referenced in clause (i) above will thereafter be deemed to read "two hours" and the two hours of Replays referenced in clause (ii) above will thereafter be deemed to read "one hour"; if Network ceases providing the two hours of Friday Prime Time Network Programming, then the three hours of Replays referenced in clause (i) above will thereafter be deemed to read "two and one-half hours," and the two hours of Replays referenced in clause (ii) above will thereafter be deemed to read "one and one-half hours." Easy View Network Programming will consist of Replays or episodes of current Prime Time Network series from the current broadcast season, except that not more than one hour of Easy View Network Programming shall consist of Replays or other episodes of a series in its first season as a Network series.

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- (f) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed to prevent or hinder Affiliate from (i) rejecting or refusing any Network Program or commercial announcement which Affiliate reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest or (ii) substituting a program which, in Affiliate's opinion, is of greater local or national importance. In such an event, you shall provide us with advance written notice of any such rejection, refusal or substitution, no later than 14 days prior to the air date of such programming, except where the nature of the substitute program makes such notice impracticable (e.g., coverage of breaking news or other unscheduled events) or the programming has not been made available to you by such date, in which cases you agree to give us as much advance notice as the circumstances permit. Such notice shall include a statement of the reasons you believe that the rejected Network Programming or commercial announcement is unsatisfactory or unsuitable or contrary to the public interest, and/or that a substituted program is of greater local or national importance.

To the extent that you substitute another program for a Network Program as permitted under subparagraph 2(f)(ii), then you will broadcast such omitted program and the commercial announcements contained therein (or any replacement programming provided by Network and the commercial announcements contained therein) during a time period upon which you and we shall promptly and mutually agree and which shall be of quality and rating value comparable to that of the preempted program's Scheduled Program Time. In the event that the parties do not promptly agree upon such a time period after reasonable consultation in good faith and after taking into account the practical alternatives under the circumstances, then, without limiting any other rights of Network under this Agreement or otherwise, we shall have the right to license the broadcast rights to the applicable omitted programming (or replacement programming) to another television station located in the DMA.

Except as provided in Paragraph 2(e), above, in addition, if three or more episodes of a program series are preempted by you as permitted hereunder in any thirteen-week period, for any reasons other than force majeure as provided in Paragraph 6, we shall have the right, upon 60 days prior written notice, to terminate your right to broadcast that program series and to withdraw all future episodes of that series. Such thirteen-week periods shall be measured consecutively from the first broadcast date of the program series in question. If we subsequently place such a series on another station in the DMA, we reserve the right not to

offer you the broadcast rights to that series for subsequent broadcast seasons.

In addition to all other remedies, to the extent one or more episodes of a program series is preempted by you in violation of (i.e., other than as permitted under) this Paragraph 2 or as a result of a force majeure event as provided in Paragraph 6, we shall have the right, upon 30 days prior written notice, to terminate your right to broadcast the remainder of the program series and withdraw all future episodes of that series from you.

Affiliate reserves the right to refuse to broadcast any commercial or promotional announcement that promotes or advertises programming telecast by a network (including a cable or satellite network) other than Network ("Other Network"), unless the announcement (A) does not specify the broadcast time or date of the Other Network's program (the announcement may specify the day of the week of the broadcast), and (B) the program series promoted in the announcement is not under license to Affiliate for broadcast on the Station.

13. Warranties and Indemnities:

- (a) Network agrees to indemnify, defend and hold Affiliate harmless against and from all claims, damages, liabilities, costs and expenses arising out of the use by Station under this Agreement of any Network Program or other material furnished by Network under this Agreement. Affiliate shall promptly notify Network of any claim or litigation to which this indemnity shall apply (but failure to provide such notification will not affect Network's indemnification obligations hereunder except to the extent Network has been prejudiced as a result of such failure). Affiliate shall reasonably cooperate fully with Network in the defense or settlement of such claim or litigation. This indemnity shall apply, without being limited, to any inquiry or claim that any Network Programming violated applicable FCC laws, rules or regulations. Affiliate agrees to indemnify, defend and hold Network harmless against and from all claims, damages, liabilities, costs and expenses with respect to Affiliate's operation of the Station or any material furnished, added or deleted to or from Network Programming by Affiliate, in each case except as permitted hereby. This indemnity shall not apply to litigation expenses, including attorneys' fees, that the indemnified party elects to incur on its own behalf. Except as otherwise provided in this Agreement, neither Affiliate nor Network shall have any rights against the other for claims by third persons, or for the failure to operate facilities or to furnish Network programs if such failure is the result of a force majeure event as defined in Paragraph 6. Furthermore, notwithstanding any other provisions of this Agreement, Affiliate shall not have any rights against Network for claims by third parties arising out of any actions or omissions of Network permitted under subparagraph 2(g).

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