

SPORTS BROADCAST AGREEMENT

THIS SPORTS BROADCAST AGREEMENT (the "Agreement") is made and entered into this ____ day of December, 2013, by and between the University at Buffalo, State University of New York, with a business address of 12 Capen Hall, Buffalo, New York 14260 ("UB") and Multimedia Entertainment, Inc., licensee and operator of WGRZ-TV, with a business address of 259 Delaware Avenue, Buffalo, New York 14202 ("WGRZ") with regard to WGRZ's broadcast of certain UB football and basketball games and associated coach's programs.

1. UB Rights and Obligations.

1.1. Coach's Programs. UB shall produce programs devoted exclusively to UB's football and basketball teams (each, a "Coach's Program" and collectively, "Coach's Programs") and deliver the Coach's Programs to WGRZ for broadcast on WGRZ's primary channel ("WGRZ-TV") and multicast channel ("WGRZ-D2"), as described in Section 2 below. During the Term, UB shall deliver sixteen (16) Coach's Programs for broadcast each on WGRZ-TV and WGRZ-D2 during each of UB's basketball seasons, and sixteen (16) Coach's Programs for broadcast each on WGRZ-TV and WGRZ-D2 during each of UB's football seasons. Each Coach's Program shall be 28:30 in length and formatted to include six (6) minutes of commercial time exclusively for use by WGRZ for insertion of WGRZ Advertisements, as described and defined in Section 3.1 of this Agreement. UB shall provide WGRZ with format instructions specifying the location of each commercial break allocated to WGRZ for the WGRZ Advertisements. Coach's Programs shall be delivered to WGRZ via tape, at UB's sole cost and expense, no later than 12:00 Noon on the Friday prior to each weekend broadcast. The Coach's Programs shall be co-branded with WGRZ's name, call sign or logo. WGRZ shall have prior approval rights on the selection of the host of the Coach's Program.

1.2. Basketball and Football Games. UB shall deliver to WGRZ two (2) fully-produced regular season UB basketball or football games for broadcast on WGRZ-TV during each of UB's academic year during the Term, and ten (10) fully-produced regular season UB basketball or football games for broadcast on WGRZ-D2 during each of UB's academic year during each year of the Term (collectively, "Games"). The specific Games shall be mutually agreed upon by the parties at least four (4) weeks in advance of each broadcast. Each of the Games shall be formatted for to include fifteen (15) minutes of commercial time exclusively for use by WGRZ for insertion of WGRZ Advertisements. UB shall provide WGRZ with a written format instructions specifying the location of commercial breaks within each Game allocated to WGRZ. The Games shall be delivered to WGRZ live via fiber connection or microwave transmission, the cost of which shall be equally shared by UB and WGRZ. The cost of closed captioning will be equally shared by UB and WGRZ. In the event that any scheduled Game is cancelled for any reason, the parties may mutually select another Game for broadcast.

1.3. UB shall retain control of all aspects of the production of the Coach's Programs and Games, including the format, creative elements, production quality, production facilities, remote transmission and necessary personnel, and all associated costs and expenses. UB will retain title rights and in segment and in games features during all coaches shows and broadcasts. The production quality and air-quality signal of the Coach's Programs shall be in HD format and the production quality and air-quality signal for the Games shall conform to current broadcast industry standards. UB shall be solely responsible for all costs and expenses associated with the delivery of the tapes of the Coach's Programs to WGRZ.

1.4. UB shall be solely responsible for obtaining, providing and compensating the play-by-play announcers, analysts and/or all other persons, appearing in the Coach's Programs and Games.

1.5. UB shall create and produce messages co-promoting the arrangement between UB and WGRZ and WGRZ's exclusive status as the broadcast source for the Coach's Programs and Games during regular UB football and basketball seasons (collectively, "UB Sponsor Messages"). The UB Sponsor Messages shall be displayed in signage during UB football and basketball games during the Term. The UB Sponsor Messages co-promotion is collectively valued at Twelve Thousand Five Hundred Dollars (\$12,500) (gross) per UB regular basketball season and Twelve Thousand Five Hundred Dollars (\$12,500) (gross) per UB regular football season.

2. WGRZ's Rights and Obligations.

2.1 WGRZ shall broadcast original and repeat versions of each Coach's Program on WGRZ-TV as follows:

Saturday, 7:30-8:00 PM (original)
Sunday, 6:00 -6:30 AM (repeat)

2.2 WGRZ shall broadcast original and repeat broadcast of each Coach's Program on WGRZ-D2 as follows:

One time per week (Monday through Friday) 8:00 p.m. -8:30 PM
One time per week (Monday through Friday) 9:00 p.m. -9:30 PM

The specific weekdays for the WGRZ-D2 broadcast shall be solely at WGRZ's discretion.

2.3 WGRZ shall broadcast the Games live on the date on which each Game is played.

2.4 WGRZ shall have the right to interrupt, or preempt or abbreviate the broadcast of any Coach's Program or Games for the purpose of carrying news related to a national or local emergency, for the presentation of EAS tests or alerts, for the purpose of carrying a news insertion about a matter of overwhelming public interest, as required by the FCC, or as a result of overruns of NBC programming.. Further, WGRZ shall insert station identification into each Game, as required by FCC rules.

WGRZ may also reject, abbreviate or preempt the broadcast of, any Coach's Program or Game if WGRZ reasonably determines that any such broadcast fails to meet industry or community standards or rules and regulations of the FCC.

2.5 WGRZ shall be solely responsible for providing closed captions for the Coach's Programs, in compliance with applicable FCC rules.

2.6 WGRZ shall create, produce and broadcast a minimum of five (5) fifteen-second (:15) promotional messages per week (Monday through Sunday) on WGRZ, and fifteen (15) fifteen-second (:15) promotional messages per week (Monday through Sunday) on WGRZ-D2 to promote the Coach's Programs and Games (collectively, "Promotional Messages") during regular UB football and basketball seasons. The Promotional Messages shall air on a run-of-schedule basis ("ROS"), as determined solely by WGRZ.

2.7 WGRZ shall create and post one 300 x 250 digital banner promotional message for display on WGRZ's website, www.wgrz.com ("WGRZ Website"), during the Term ("Website Banner"). The Website Banner shall appear on an ROS basis, as determined solely by WGRZ

2.8 WGRZ shall create, produce and broadcast messages co-promoting WGRZ's status as exclusive "official sponsor" for the broadcast of the Coach's Programs and Games during regular UB football and basketball seasons (collectively, "Official Sponsor Messages"). The airtime value of the Official Sponsor Messages co-promotion is collectively valued at Twelve Thousand Five Hundred Dollars (\$12,500) (gross) per UB regular basketball season and Twelve Thousand Five Hundred Dollars (\$12,500) (gross) per UB regular football season. The Official Sponsor Messages shall air on a run-of-schedule basis ("ROS"), as determined solely by WGRZ.

2.9 WGRZ-TV shall create, produce and broadcast an animated message during the sports segments of each of its Saturday 11:00 p.m. newscasts during regular UB basketball and football seasons highlighting the arrangement covered under this Agreement during regular UB football and basketball seasons (collectively, "Animated Messages").

2.10 WGRZ-TV shall create, produce and broadcast a weekly promotional tease for each

Coach's Program at the conclusion of each of WGRZ's Friday 11:00 p.m. newscasts and Saturday morning "Daybreak" programs during regular UB football and basketball seasons (collectively, "Teases").

2.11 WGRZ shall have the right to air portions of any Coach's Program or any of the Games in its newscasts and the right to share any portions of any Coach's Program or any Game with any entity which controls, is controlled by, or is under common control with, WGRZ.

3. Commercial Announcements.

3.1. WGRZ Advertisements. WGRZ shall have the right to sell, and/or utilize for promotional or other inventory needs, six (6) minutes of commercial time cumulatively during each Coach's Program and fifteen (15) minutes of commercial time cumulatively during each Game (collectively, "WGRZ Advertisements"). All proceeds from any sales of WGRZ Advertisements shall be solely allocated to and retained by WGRZ. UB shall provide WGRZ with list of UB's preferred vendors to solicit for WGRZ Advertisements.

3.2. Preclusion of Advertisements. WGRZ shall at no time during the term of this agreement, sell WGRZ Advertisements to companies whose primary business is in one of the following categories without the prior written consent of UB: wireless telecommunications, apparel, alcoholic beverages and casino gambling.

3.3. UB Advertisements. UB shall purchase advertising inventory for broadcast on WGRZ-TV and display on the WGRZ Website exclusively for the promotion of UB educational programs, sporting programs and events, as follows:

\$32,500 (gross) during the UB 2013-2014 combined UB football and basketball seasons
\$65,000 (gross) during the UB 2014-2015 combined football and basketball seasons
\$70,000 (gross) during the UB 2015-2016 combined football and basketball seasons

4. Consideration. Other than the exchange of rights and obligations under this Agreement, there shall be no further consideration required by either party, financial or otherwise.

5. Term and Termination.

5.1. Term. Subject to the termination rights of this Agreement, the term of this shall commence on December ___ 2013 and shall expire on June 1, 2016 ("Term"). This Agreement shall not renew or extend except upon mutual written agreement of both parties.

5.2. Termination. This Agreement may be terminated prior to the expiration of the Term in the event for any of the following reasons:

- (a) By either party, for any reason, effective December 1 of any year during the Term, upon at least sixty (60) days prior written notice to the other party;
- (b) By WGRZ, in the event that an arrangement between UB and the Mid-American Conference precludes WGRZ's right to broadcast any remaining Games during the Term;
- (c) By either party in the event that a material breach by either party hereto of any of the representations, promises and covenants, or other terms and conditions of this Agreement is not remedied within fifteen (15) days following written notice of said breach from the non-breaching party, the breaching party shall be in default of this Agreement, and the non-breaching party may, at its option, without prejudice to its other rights and remedies, terminate this Agreement upon the expiration of said fifteen (15) day period: provided, however, that in the event such material breach is not one that can be remedied within fifteen (15) days, the non-breaching party may terminate this Agreement only if the breaching party fails to commence curing the default within the fifteen (15) day period or fails diligently to complete such cure.

6. Exclusivity; Right of First Refusal.

6.1 Exclusivity. During the Term, UB (or any related entity) shall not enter into an agreement with another entity operating a television station in the Buffalo, New York DMA or website for the broadcast or webcast of any Coach's Program, Game, any UB regular season football or basketball games, or any other program featuring the coach of UB's football or basketball teams. Time Warner Cable will be the designated regional provider.

6.2 Right of First Refusal. For a six (6) month period following the expiration or termination of this Agreement (the "ROFR Period"). UB shall provide WGRZ with a right of first refusal to contract for substantially similar services provided under this Agreement. In the event that, during the ROFR Period, UB receives a bona fide offer from a third party for such service, UB shall notify WGRZ and provide WGRZ with the right to match all or substantially all of the material terms contained in such third-party offer before UB accepts such third-party offer or enters into any agreement with respect to such third party offer. WGRZ shall have seven (7) business days to respond to such notice, and its failure to respond within such seven (7)-business day period shall constitute a waiver of its right to object to, or match, the terms of the third-party offer. Any new or substantially revised offer furnished to, or received from, a third party shall trigger WGRZ's rights under this section.

7. Licenses.

7.1 Grant by UB. UB grants WGRZ a temporary non-exclusive limited license to use and display the name "University of Buffalo", "University at Buffalo, State University of New York" and UB's "Bulls" names, logos and trademarks, service marks, trade dress, copyrights and proprietary technology that UB currently retains or may develop or acquire in the future (collectively, "UB Marks") for WGRZ's broadcast of the Coach's Programs, Games, Promotional Messages, Official Sponsor Messages, Animated Messages, and Teases, and for the display of the WGRZ Banner; provided, the form of such use has been approved in advance by the UB. WGRZ acknowledges its limited non-exclusive right and license the use the UB Marks and agrees not to claim any title to the UB Marks or any rights to use the UB Marks except as expressly permitted by this Agreement. Nothing in this Agreement shall effect a transfer of rights in the UB Marks from UB to WGRZ. Such license shall terminate upon the termination or expiration of this Agreement, and WGRZ shall relinquish all rights to use the UB Marks granted in this Agreement.

7.2 Grant by WGRZ. WGRZ hereby grants UB a temporary non-exclusive limited license to use and display the WGRZ call sign, name, logos and trademarks, trade dress, copyrights and proprietary technology that WGRZ currently retains or may develop or acquire in the future (collectively, "WGRZ Marks") for the promotion of the arrangement covered under this Agreement; provided, the form of such use has been approved in advance by WGRZ. UB acknowledges its limited non-exclusive right and license the use the WGRZ Marks and agrees not to claim any title to the WGRZ Marks or any rights to use the WGRZ Marks except as expressly permitted by this Agreement. Nothing in this Agreement shall affect a transfer of rights in the WGRZ Marks from WGRZ to UB. Except as otherwise provided herein, such license shall terminate upon the termination or expiration of this Agreement, and UB shall relinquish all rights to use the WGRZ Markets granted in this Agreement.

8. Ownership

8.1 By UB. UB retains all right of ownership, title and interest in the Coach's Programs, Games and UB Sponsor Messages in perpetuity, excluding any content owned or added by WGRZ.

8.2 By WGRZ. WGRZ retains all right of ownership, title and interest in the Promotional Messages, Official Sponsor Messages, Animated Messages, WGRZ Banner and Teases, including all programming produced by WGRZ which incorporates such material.

9. Indemnification.

9.1 By UB. UB shall indemnify, defend and hold harmless WGRZ its parent, subsidiaries and affiliates and each of their respective officers, directors, affiliates, agents, employees or representatives from and against any and all claims, costs, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys' fees, court costs and other legal expenses, arising out of or resulting from (i) breach of any UB representations made under this Agreement; (b)

failure to comply with its obligations or covenants made in this Agreement; (ii) any fault or negligence by UB, or its officers, agents, or employees; (iii) any claims for libel, slander, invasion of privacy, improper trade practices, illegal competition, infringement of copyright or license, or any other wrongful conduct resulting from or relating to the performance by UB under this Agreement; or (iv) the content of any material contained in any Coach's Program or Games, including announcer or host content.

9.2 By WGRZ. WGRZ shall indemnify, defend and hold harmless UB, its parent, subsidiaries and affiliates and each of their respective officers, directors, affiliates, agents, employees or representatives from and against any and all claims, costs, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys' fees, court costs and other legal expenses, arising out of or resulting from (i) breach of any WGRZ representations made under this Agreement; (b) failure to comply with its obligations or covenants made in this Agreement; (ii) any fault or negligence by WGRZ, or its officers, agents, or employees; (iii) any claims for libel, slander, invasion of privacy, improper trade practices, illegal competition, infringement of copyright or license, or any other wrongful conduct resulting from or relating to the performance by WGRZ under this Agreement; or (iv) the content of any material contained in any Promotional Messages, Official Sponsor Messages, Animated Messages, Teases or Website Banner.

9.3 Limitation of Liability. EXCEPT WITH RESPECT TO CLAIMS OF COPYRIGHT INFRINGEMENT PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Force Majeure.

Any delay, cessation, or interruption in the performance of this Agreement, in whole or in part, due to Acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of either party shall not constitute a breach of this Agreement, and neither party shall be liable to the other party for any liability or obligation with respect thereto. In the event that any Force Majeure event described in this Section 13 extends for a period of at least thirty (30) consecutive days, either party shall have the right to terminate this Agreement upon prior written notice to the other party.

11. Representations and Warranties.

11.1. By UB. UB hereby represents and warrants to WGRZ:

(a) UB has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

(b) This Agreement, when executed and delivered by UB, will be its legal, valid and binding obligation enforceable against UB in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors rights generally.

(c) The execution, delivery and performance by UB of its obligations hereunder do not and will not violate or cause a breach of any other agreement(s) or obligation(s) to which it is a party or by which it is bound, nor shall it violate or cause a breach of any requirement or regulation set forth by the Mid-American Conference.

(d) The execution and delivery of this Agreement, and the performance of the obligations hereunder, have been duly authorized by all necessary persons, parties or entities.

(e) UB has the right and authority to grant the rights and privileges herein granted to WGRZ, and to perform its obligations under this Agreement.

(f) UB shall not release, share, disseminate, distribute or otherwise disclose any Confidential Information provided by WGRZ, except as permitted in Section 12.9 of this Agreement, without the prior written approval of WGRZ.

(g) Each of the foregoing representations, warranties, and covenants shall be true at all times both during the Term hereof and, to the extent applicable, thereafter. UB acknowledges that each of such representations, warranties and covenants is material and has been relied upon by WGRZ notwithstanding (any investigation made by WGRZ).

11.2. By WGRZ. WGRZ hereby represents and warrants to UB:

(a) WGRZ has the full right and legal authority to enter into and fully perform this

Agreement in accordance with its terms.

(b) This Agreement, when executed and delivered by WGRZ, will be its legal, valid and binding obligation enforceable against WGRZ in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors rights generally.

(c) The execution, delivery and performance by WGRZ of its obligations hereunder do not and will not violate or cause a breach of any other agreement(s) or obligation(s) to which it is a party or by which it is bound.

(d) The execution and delivery of this Agreement, and the performance of the obligations hereunder, have been duly authorized by all necessary persons, parties or entities.

(e) WGRZ shall not release, share, disseminate, distribute or otherwise disclose any event materials or other Confidential Information provided by UB without the prior written approval of UB, except as permitted in Section 12.9 of this Agreement.

(f) WGRZ is the holder of a valid FCC license which license authorizes, empowers or otherwise permits WGRZ to broadcast all material or programming required or contemplated under this Agreement.

(g) WGRZ has the right and authority to accept the grant of the rights and privileges herein granted by UB and to perform its obligations under this Agreement.

(h) Each of the foregoing representations, warranties, and covenants shall be true at all times both during the Term hereof and, to the extent applicable, thereafter. WGRZ acknowledges that each of such representations, warranties and covenants is material and has been relied upon by UB notwithstanding any investigation made by UB.

12. Miscellaneous.

12.1. Notice. Any notice or other communication necessary or desirable to be given under this Agreement to the parties hereto shall be in writing and shall be effective upon receipt if delivered in person, by telecopy, or by delivery service (including overnight delivery service), or three days after mailing if by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to WGRZ:

WGRZ
259 Delaware Avenue
Buffalo, New York 14202
Attention: Jim Toellner

If to UB:

University at Buffalo, State University of New York
12 Capen Hall, Buffalo
New York 14260
Attention: _____

or at such other address or addresses as a party hereto may from time to time hereafter designate to the other party.

12.2. Assignment; Binding Effect. Neither party may assign its rights under this Agreement without prior written consent of the other party except to an entity controlling, controlled by, or under common control with such party. In the event such consent is required, the assigning party shall ensure that any successor assignee assumes all rights and obligations of the assigning party hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12.3. Entire Agreement. This Agreement embodies the entire agreement of the parties in relation to the subject matter hereof, and no other representations, warranties, covenants, understandings or agreements in relation thereto exist between the parties.

12.4. Amendment. This Agreement cannot be changed, amended or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

12.5. Governing Law; Disputes. This Agreement has been negotiated, executed and is to be performed in the State of New York. This Agreement shall in all respects be interpreted, construed and governed in accordance with the laws of the State of New York. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM OR CROSSCLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT BECAUSE THE PARTIES, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

12.6. Severance. Each provision of this Agreement constitutes a separate and distinct undertaking, covenant and/or promise. In the event that any such provision shall be determined to be unlawful or invalid, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

12.7. Relationship of Parties. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers or as employer-employee, and neither party shall have the right to obligate or bind the other party in any manner whatsoever.

12.8. Confidentiality. As a result of this Agreement and the relationship between the parties hereto, either party may acquire certain proprietary, trade secret or confidential information (collectively "Confidential Information") about the business and affairs of the other. Except as expressly provided herein, during the Term and for a twelve (12)-month period following the Term, neither party will, directly or indirectly, without the written consent of the other (the "Discloser") disclose to any person or entity any Confidential Information with respect either to this Agreement or to any aspect of the Discloser's business or affairs unless the release of such information (i) is or becomes generally available to the public other than as a result of a disclosure by the Discloser; (ii) was within the possession of the recipient prior to its being furnished by or on behalf of the Discloser; (iii) becomes available to the recipient on a non-confidential basis from a source other than the Discloser; (iv) is made public by operation of law; or (v) is provided to any person on a need-to-know basis. Each party shall take all reasonable steps to ensure that any third parties who acquire knowledge of Confidential Information with respect to this Agreement on a need- to-know basis maintain the confidentiality of such information. Reasonable steps shall include requiring such third parties to sign confidentiality agreements as a condition of access to this Agreement. The receiving party of the Confidential Information shall be deemed to have fulfilled its confidentiality obligations under this Agreement if it affords the Confidential Information the same degree of confidentiality it affords its own sensitive business information. However, neither UB nor WGRZ shall have any liability to the other for any disclosures of Confidential Information by such (non-employed) third parties.

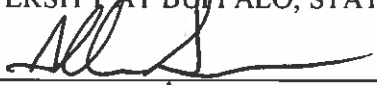
12.9. Press Release. The parties shall have the right to issue a mutually-accepted press release announcing the arrangement contemplated under this Agreement.

12.10. Survival. The provisions of Sections 6.2, 7, 8, 9, 12.1, 12.5, and 12.8 above shall survive any termination or expiration of this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement as of the day and year written below.

UNIVERSITY AT BUFFALO, STATE UNIVERSITY OF NEW YORK

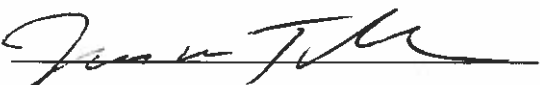
By: 

Name (print): ALLEN GILESNE

Title: DEPUTY AD

Date: 12/4/13

MULTIMEDIA ENTERTAINMENT, INC.

By: 

Name (print): Jim Toellner

Title: President and General Manager, WGRZ
Vice President, Multimedia Entertainment, Inc.

Date: 12/4/13