

EXHIBIT D

SIMULCAST SERVICES AGREEMENT

This SIMULCAST SERVICES AGREEMENT (the "Agreement") is entered into as of this _____ day of _____, 200____ by and between Channel 20 TV Company ("Licensee"), an Illinois corporation, and Multimedia Holdings Corporation (the "Company"), a South Carolina corporation (each of Licensee and Company a "Party," and both collectively the "Parties" to this Agreement).

WHEREAS, Licensee owns television station KUPN, Sterling, Colorado, and holds a construction permit issued by the Federal Communications Commission ("FCC") for KUPN-DT (KUPN and KUPN-DT collectively, "KUPN");

WHEREAS, KUPN has been operating as a satellite television station of KTVD, Denver, Colorado and has been simulcasting the programming of KTVD;

WHEREAS, Company, Licensee, and Twenver Broadcast, Inc. have entered into an Asset Purchase Agreement (the "Purchase Agreement") dated _____ providing for the acquisition by Company of the license and certain assets of KTVD;

WHEREAS, Company desires to provide, and Licensee desires to accept certain programming in connection with Licensee's operation of KUPN;

NOW, THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the Parties, intending to be legally bound, agree as follows:

SECTION 1. PROVISION OF PROGRAMMING

1.1 Representations. Each of Licensee and Company represents that it (i) is legally qualified to enter into this Agreement; (ii) is qualified to do business in all jurisdictions where the nature of its business requires such qualification; (iii) is empowered and able to enter into this Agreement; and (iv) subject to Licensee's receipt of all necessary rights as described in Section 1.12 below, the execution, delivery, and performance hereof shall not constitute a breach or violation of any material agreement, contract, or other obligation to which it is subject or by which it is bound.

1.2 Effective Date; Term. This Agreement shall be effective immediately upon the Closing, as set forth in the Purchase Agreement, shall continue in force for an initial term of two (2) years from the date hereof (the "Initial Term"), and shall automatically renew for consecutive sixty (60) day terms thereafter (each, a "Renewal Term"), unless terminated as set forth below.

1.3 Scope. During the Initial Term and any Renewal Term, Company shall offer programming for Licensee's use on KUPN sufficient to fill up to twenty-four (24)

hours per day, seven (7) days per week (the "Company Programming"). The Company Programming shall be available to Licensee for broadcast on KUPN without license fees or royalties of any kind. The Parties expect that this programming will be the same programming that is broadcast on KTVD, delivered for broadcast on KUPN on the same date and at the same time as such programming is broadcast on KTVD. Notwithstanding the foregoing, Company Programming shall not include KTVD-generated commercial advertisements, promotional material, public service announcements, music bumpers and similar material (collectively, "Excluded Programming"). Company shall identify any Excluded Programming that is delivered to KUPN a reasonable amount of time in advance of delivery to KUPN. Licensee, at its sole cost and expense, shall remove any such Excluded Programming from the programming broadcast on KUPN. Company agrees to provide to Licensee Company's programming schedule and any changes thereto promptly after determined and announced. Licensee may, in its sole discretion, reject any program, episode, series, or segment of the Company Programming when it finds that other programming provides a superior service to the public within KUPN's service area or when it finds that other programming provides a greater economic benefit to Licensee.

1.4 **RESERVED.**

1.5 **Delivery and Station Identification.** Company shall deliver the Company Programming, at Licensee's expense, to KUPN's transmitter facilities or other authorized remote control points as reasonably designated by Licensee. The programs delivered by Company to KUPN's transmitting facilities shall be via a mode of transmission (*e.g.*, satellite facilities, microwave facilities, and/or terrestrial lines) that will ensure that the programs meet technical and quality standards at least equal to those of KUPN's broadcasts prior to commencement of this Agreement, as well as all applicable FCC requirements.

1.6 **Children's Programming.** If the Company Programming includes any programming that furthers the educational and informational needs of children sixteen (16) years of age or under and otherwise qualifies as "Core Programming" pursuant to Section 73.671 of the rules of the FCC or any modification or substitution of such rule that may come into effect during the Initial Term and any Renewal Term, Company shall provide, no later than the fifth day of each calendar quarter, information regarding such Core Programming in a manner sufficient for the preparation of Licensee's quarterly report on FCC Form 398.

1.7 **Political Advertising.** Company shall regularly and promptly supply information regarding advertising by or on behalf of candidates for political office ("Political Advertising") contained within the Company Programming. Company shall identify any Political Advertising that is delivered to KUPN a reasonable amount of time in advance of delivery to KUPN. Licensee, at its sole cost and expense, may remove any such Political Advertising from the programming broadcast on KUPN.

1.8 **Identification of Commercial Matter.** All matter contained within the Company Programming for which any money, service, or other valuable consideration is directly or indirectly paid or promised to or charged or accepted by the Company from

any person, shall at the time such matter is broadcast, be announced as paid for or furnished by such person.

1.9 Program Compliance. All Company Programming and commercial, promotional, and other materials contained therein shall be in material compliance with the Act, the FCC's rules, and all other applicable federal, Colorado state, and local law, statutes, rules, and ordinances.

1.10 Licensee's Operation of KUPN. Licensee will have full and ultimate authority, power, and control over the programming, management, and operations of KUPN during the Initial Term and any Renewal Term. Licensee will bear all responsibility for KUPN's compliance with all applicable provisions of the Act, the rules, regulations and policies of the FCC and all other applicable laws, including requirements that apply specifically to broadcast television stations. Licensee will have all rights necessary for entering into must-carry or retransmission-consent agreements with multichannel video programming distributors for the carriage of KUPN.

1.11 Digital Station Programming. During the Initial Term and any Renewal Term, Company shall offer to Licensee any of the Company Programming that Company broadcasts on KTVD-DT for Licensee's use on KUPN-DT, provided that Licensee, at its sole cost and expense, provides the necessary delivery mechanism. Such programming shall be offered in a digital, high-definition format whenever available.

1.12 Responsibilities. Licensee shall be responsible for acquiring the rights to the Company Programming necessary for its simulcast on KUPN, including without limitation any necessary copyrights and rights for the use of trademarks and service marks contained in the Company Programming. Company shall employ and be solely responsible for the salaries, taxes, insurance, and related costs for all personnel used in the production and promotion of its programming.

1.13 Contracts. Company shall not enter into any third-party contracts, leases or agreements which purport to bind Licensee in any way, except with Licensee's prior written approval. Licensee shall execute any contracts with programming providers necessary for the provision of the Company Programming to KUPN, except when Licensee determines, in its sole discretion, that such contracts would have an adverse impact upon Licensee or its ability to serve the public in the KUPN viewing area.

1.14 Substitute Programming. In any instance where Licensee is unable to secure the rights to permit Licensee to simulcast on KUPN any of the programming that is broadcast on KTVD, Licensee shall be responsible for providing substitute programming.

SECTION 2. INDEMNIFICATION AND INSURANCE

2.1 Company's Indemnification. Company will indemnify and hold Licensee, its affiliates, and each of their respective employees, officers, directors, agents, and contractors (collectively the "Licensee Indemnitees") harmless, including, without

limitation, in respect of reasonable attorney's fees, from and against all liability, claims, damages and causes of action ("Losses") arising out of or resulting from acts or omissions of Company involving: (i) violations of law, rules, regulations, or orders (including the FCC's rules and published policies); (ii) breaches of this Agreement; or (iii) the broadcast of the Company Programming. Company's obligation to indemnify and hold Licensee and Licensee Indemnitees harmless against the Losses specified above will survive any termination of this Agreement.

2.2 Licensee's Indemnification. Licensee will indemnify and hold Company and Company's employees, agents, and contractors harmless, including, without limitation, in respect of reasonable attorney's fees, from and against all Losses arising out of or resulting from acts or omissions of the Licensee involving: (i) violations of law, rules or regulations (including the FCC's rules and published policies); (ii) breaches of this Agreement; (iii) the broadcast of programming furnished by Licensee; (iv) the operation of Licensee's business relating to KUPN; or (v) any broadcast of the Excluded Programming on KUPN. Licensee's obligation to indemnify and hold Company and Company's employees, agents and contractors harmless against Losses specified above will survive any termination of this Agreement.

2.3 Limitation. (a) Neither Licensee nor Company shall be entitled to indemnification pursuant to this Section unless such claim for indemnification is asserted in writing delivered to the other Party, and in no case shall any Party be liable for any consequential, punitive, indirect, or special damages (including, without limitation, lost profits and the like).

(b) If any action, suit, or proceeding shall be commenced against, or any claim or demand be asserted against any person entitled to indemnification hereunder (each a "Claimant"), in respect of which such Claimant proposes to seek indemnification from a Party under this Section, then such Claimant shall notify the Party from whom indemnification is sought (hereinafter the "Indemnifying Party") to that effect in writing with reasonable promptness; provided that the Claimant's failure to do so shall not preclude it from seeking indemnification hereunder unless such failure has materially prejudiced the Indemnifying Party's ability to defend such Claim.

(c) Should any claim or liability be asserted by a third party against a Claimant which would give rise to a claim for indemnification under the provisions of this Section by a Party to this Agreement, then the Claimant shall promptly notify, in writing, the Indemnifying Party, and the Indemnifying Party shall be entitled, at its own expense, and upon written notice to the Claimant, to compromise or defend such claim, including, without limitation, the employment of counsel reasonably satisfactory to Claimant and the payment of all expenses. Claimant shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of Claimant unless (i) Indemnifying Party agrees to pay such fees and expenses or has failed promptly to assume the defense of such action or proceeding and employ counsel reasonably satisfactory to Claimant in any such action or proceeding, or (ii) the named parties to any such action or proceeding include both Indemnifying Party and Claimant and Claimant has been advised by counsel

that there is a conflict of interest between the parties' positions such that separate representation is required, in which case the costs and expenses of such separate counsel will be covered by Indemnifying Party.

(d) The Claimant may not settle any claim without the consent of the Indemnifying Party, except upon terms and conditions offered or consented to by the Indemnifying Party.

SECTION 3. TERMINATION AND REMEDIES UPON DEFAULT

3.1 Termination. This Agreement may be terminated at any time with the mutual consent of both Parties or as set forth below by written notice (in accordance with Section 4.6, below) to the non-terminating Party if the Party seeking to terminate is not then in material default or breach hereof:

(a) by either Licensee or Company if this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(b) by either Licensee or Company if the other Party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days of notice from the non-breaching Party;

(c) by either Licensee or Company after the end of the Initial Term or any Renewal Term; or

(d) by Licensee at any time.

3.2 Termination Requirements and Procedures. During the period prior to the effective date of any termination of this Agreement, Company and Licensee agree to cooperate in good faith to ensure that the termination of this Agreement is effected in a manner that will minimize, to the extent possible, any disruption of KUPN's ongoing programming.

3.3 Notice of Termination. In the event this Agreement is terminated under this Section 3, and the respective sub-parts hereto, the Party terminating the agreement shall give written notice of such termination to the other Party. Notice shall be given as much in advance as reasonably possible, but in any event should not be less than sixty (60) days prior to the intended Termination Date. The term "Termination Date" shall mean the effective date on which this Agreement shall be terminated.

3.4 Force Majeure. Any failure or impairment of KTVD's or KUPN's facilities or any delay or interruption in the provision or broadcast of programs, or failure at any time to furnish or to broadcast the Company Programming, in whole or in part, due to fires, floods, earthquake or other acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, failure of cooperation of landlords,

and any other cause not reasonably within the control of Company or Licensee, or for power reductions necessitated for maintenance of KTVD or KUPN or for maintenance of other stations located at the premises from which KTVD or KUPN will be broadcasting, shall not constitute a breach of this Agreement and Licensee will not be liable to Company for reimbursement or reduction of the consideration owed to Licensee.

SECTION 4. MISCELLANEOUS

4.1 Other Agreements. Subject to the provisions of the Purchase Agreement, during the Initial Term and any Renewal Term, neither Licensee nor Company will enter into any other agreement with any third party that would materially conflict with or result in a material breach of this Agreement.

4.2 Assignment.

(a) Neither this Agreement nor any of the rights, interests or obligations of either Party hereunder shall be assigned, encumbered, hypothecated or otherwise transferred without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, prior approval is not required for the assignment of this Agreement to an affiliate and Company shall have the right to assign its rights and interests to revenues derived hereunder to its lenders as collateral security for Company's obligations to such lenders. The covenants, conditions, and provisions hereof are and shall be for the exclusive benefit of the Parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the Parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

4.3 Entire Agreement. This Agreement and the Attachments hereto embodies the entire agreement and understanding of the Parties relating to the furnishing of programming for KUPN. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement will be effective unless evidenced by an instrument in writing signed by the Parties.

4.4 Headings. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

4.5 Governing Law. The obligations of Licensee and Company are subject to applicable federal, state, and local law, rules and regulations, including, but not limited to, the Act and the rules and regulations of the FCC. The construction and performance of the Agreement will be governed by the laws of the State of New York .

4.6 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) sent by fax (with

receipt personally confirmed by telephone), delivered by personal delivery, or sent by commercial delivery service or certified mail, return receipt requested, (iii) deemed to have been given on the date faxed with receipt confirmed, the date of personal delivery, or the date set forth in the records of the delivery service or on the return receipt, and (iv) addressed as follows:

To Company: Multimedia Holdings Corporation
7950 Jones Branch Drive
McLean, VA 22107
Attention: Daniel S. Ehrman, Jr.
Fax: (703) 854-2042

with a copy to:
Gannett Co., Inc.
7950 Jones Branch Drive
McLean, VA 22101
Attention: David P. Fleming
Fax: (703) 854-2031

and

KUSA-TV
500 Speer Boulevard
Denver, CO 80203
Attention: Mark Cornetta
Fax: (303) 871-1819

To Licensee: Channel 20 TV Company
1645 West Fullerton Avenue
Chicago, IL 60614
Attention: Charles Frank Gross
Telecopier: (773) 975-1301

with copy to:
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005
Fax: (202) 393-5760
Phone: (202) 371-7200
Attention: John C. Quale

or to any such other or additional persons and addresses as the Parties may from time to time designate in a writing delivered in accordance with this Section 4.6.

4.7 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material question as to the validity of any provision of this Agreement, the Parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with all then existing FCC rules and policies which may be applicable, while attempting to preserve, as closely as possible, the intent of the Parties as embodied in the provision of this Agreement which is to be so modified.

4.8 No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between Licensee and Company.

4.9 RESERVED.

4.10 Waiver of Jury Trial. LICENSEE AND COMPANY HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF LICENSEE OR COMPANY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, AND ENFORCEMENT THEREOF.

4.11 Interpretation of Agreement. This Agreement is the product of negotiation and preparation by, between and among Company and Licensee and their respective attorneys. Accordingly, the Parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one Party or another, and shall be construed accordingly.

4.12 Further Assurances; Cooperation. After the effective date of this Agreement, each of the Parties, upon the reasonable request of the other, will take such reasonable actions or deliver or execute such further documents, materials, signatures, or information as may be reasonably necessary to assure compliance with, or effectuation of, the terms and conditions to this Agreement and the bona fide good faith intentions of the Parties hereto. Each Party will cooperate with the other with respect to establishing and attaining the programming goals of KUPN

4.13 Publicity. The Parties agree to cooperate in coordinating any public announcement or other publicity regarding their activities under this Agreement. Company will file a copy of this Agreement with the FCC within thirty (30) days of the execution thereof, and the Parties will place copies in their respective public inspection files maintained pursuant to Section 73.3526 of the FCC's Rules.

4.14 Confidentiality. Each Party agrees that any and all non-public information learned or obtained by it from the other shall be kept confidential and agrees not to disclose any such information to any person whatsoever (other than as is necessary for

the purpose of effecting this Agreement, or as otherwise required by law) as required by and pursuant to the terms set forth in the Purchase Agreement.

4.15 Explication. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular and to the singular include the plural, references to any gender include any other gender, the part includes the whole, the term “including” is not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Article, section, subsection, clause, exhibit and schedule references are to this Agreement, unless otherwise specified. Any reference in or to this Agreement or the Purchase Agreement includes any and all permitted alterations, amendments, changes, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. The term “person” includes an individual, partnership, association, company, trust, or corporation.

4.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK — SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SIMULCAST SERVICES AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have executed this Simulcast Services Agreement the day and year first above written.

LICENSEE: Channel 20 TV Company.

By: _____
Name:
Title:

COMPANY: Multimedia Holdings Corporation

By: _____
Name:
Title: