

## ATTACHMENT I

### Monthly Fee

On the first business day of each calendar month during the first 12 months of Term, Programmer shall pay Licensee a fee equal to \$250,000. On the first business day of each calendar month during the second 12 months of the Term, Programmer shall pay Licensee a monthly fee equal to \$416,666.67. On the first business day of each calendar month during the third 12 months of the Term, Programmer shall pay Licensee a monthly fee equal to \$500,000. On the first business day of each calendar month during the remainder of the Term, Programmer shall pay Licensee a monthly fee equal to \$583,333.33. Each monthly fee provided for in this paragraph is referred to herein as the “Monthly Fee.”

Notwithstanding the foregoing, in the event that the Term extends beyond the four year anniversary following the Commencement Date, no Monthly Fee shall be due or payable with respect to the first 45 days following such date and the Monthly Fee in respect of the month in which such 45 day period expires shall be prorated based upon such expiration date to the extent the Term extends thereafter.

The Monthly Fee for the first month of the Term shall be due and payable on January 6, 2014 and shall be prorated based upon the Commencement Date. In the event that the date of termination under Section 7 is not the first business day of a calendar month, Programmer shall pay a Monthly Fee on the first day of the calendar month in which the Agreement is to be terminated prorated for that particular month through the expected date of termination.

The Monthly Fee shall be reduced on a pro rata basis if and to the extent (i) Licensee preempts more than four (4) hours of Programmer’s programming in the prior calendar month, and/or (ii) pursuant to Section 7.2 of this Agreement.