

# Exhibit D



# HOLLYWOOD FOREIGN PRESS ASSOCIATION

## AGREEMENT

THIS AGREEMENT is made as of the 1st day of November, 1999 by and between the HOLLYWOOD FOREIGN PRESS ASSOCIATION (HFPA) and dick clark productions, inc. (dcp).

HELMUT VOSS  
President

YANI BEGAKIS  
Vice President

DAGMAR DUNLEVY  
Executive Secretary

JACK TEWKSBURY  
Treasurer

### BOARD OF DIRECTORS

SCOTT ORLIN  
Chairman

EDMUND  
BRETTSCHEIDER

KAREN MARTIN

LORENZO SORIA

NOEMIA YOUNG

PHILIP BERK  
Alternate

### MANAGING DIRECTOR

CHANTAL DINNAGE

1. The HFPA grants to dcp (a) the right to produce, distribute, promote, advertise and exploit throughout the universe in perpetuity a one (1) hour program (Program) to be telecast during the hour immediately preceding the telecast of the Golden Globe Awards presentation program (Awards Program) on January 23, 2000 and (b) an irrevocable exclusive option (Option) for a second Program during broadcast year 2000/2001. The HFPA consents to the sale of the Program by dcp to NBC for broadcast in the United States, its Territories and Possessions, except Puerto Rico.

2. The Program will feature the arrivals of celebrities and may include pre-taped segments about dinner menus, gift packages, pressroom interviews in prior years, planning of parties, scenes of celebrities entering (but not inside) the ballroom, and the like. dcp shall produce a program consistent with the quality of the Awards Programs in prior years, prevailing broadcast standards for comparable programs, and the professional stature of the HFPA.

3. The Program shall be the only preview show of the Golden Globe Awards sanctioned by the HFPA, and the HFPA will license no other entity to do a preview show during that time or before. For the Program and its titles, the HFPA grants to dcp the right to use the names "Golden Globe", "Golden Globe Awards" and "Hollywood Foreign Press Association" and approves Dick Clark and Nancy O'Dell as the hosts. For the Program, NBC will have access to the area (Primary Area) within the confines of the Beverly Hilton Hotel exterior and interior (but not the ballroom) in which celebrities arrive and congregate. During the Program broadcast, no other entity will be permitted to telecast live within the Primary Area, except for short "cut-aways" in the context of a hard-news broadcast. Other than these, the HFPA will place no restrictions on electronic or print media covering arrivals, unless such restrictions have been imposed in prior years. The HFPA has the right to approve the host and the interviewers of the Program. dcp understands these conditions are vital to protect the HFPA and its journalist members from charges they are preventing other journalists from doing their jobs. If the HFPA discovers a broadcaster other than NBC is violating a trademark of the HFPA by using the Golden Globe Awards designation as part of the title of a preview show implying the show is with the authorization of the HFPA, then the HFPA will use reasonable efforts to stop the unauthorized use to the extent feasible.

4. dcp shall prepare a budget for all production costs (Production Costs) of the Program for approval by the HFPA Board. Budgeting is year-to-year, and the parties recognize there may be inflation in future years. dcp shall advance all Production Costs. Any Production Costs in excess (the Excess) of the budget approved by the HFPA shall be for the account of dcp. The Production Costs not including any Excess shall be deducted from the revenues for the Program (including the license fee paid by NBC, revenues from foreign sales, and revenues for any other exploitation by dcp), and the remainder shall be divided fifty percent (50%) to the HFPA and fifty percent (50%) to dcp. dcp has superior knowledge and shall use the highest professional standards to promote and protect the interests of the HFPA in its payment of Production Costs, collection of revenues, accounting for Production Costs and revenues, and payment to the

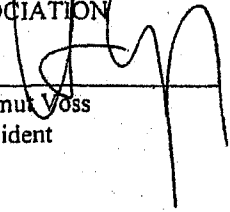
HFFPA. At any reasonable time, the HFFPA and its professional advisors may review, audit, and copy the financial records of dcp and all contracts related to the Program.

5. Credits for the Program shall be consistent with the credits for the Awards Program, and the designation of the five (5) individuals by the HFFPA under paragraph 13(f) of the agreement between the parties dated as of March 13, 1987, as revised July 15, 1989, as amended (Other Agreement) shall be no later than two (2) weeks before the Program. dcp shall copyright the Program jointly in the names of dcp and the HFFPA. At its expense, dcp shall furnish to the HFFPA one (1) video cassette of its completed television production of the Program. dcp shall indemnify and hold harmless the HFFPA for any claims arising out of the Program or its production. Any rights not expressly granted to dcp in this Agreement shall not be inferred.

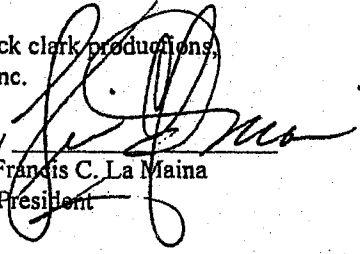
6. If dcp chooses to exercise the Option for a second preview show, it shall do so by written notice to the HFFPA no later than July 15, 2000. For broadcast years 2001/2002 and later, the HFFPA reserves the right whether it will consent to production of a preview program. If the HFFPA consents to production of such a program by dcp during broadcast year 2001/2002, the HFFPA shall give written notice to dcp by February 15, 2001. If no such notice is given, dcp will have a right of first negotiation and last refusal for such program using the procedures in paragraphs 1(a) and 1(b) of the Other Agreement. So long as NBC is the broadcaster of the Awards Program and the HFFPA has licensed the Awards Program to dcp, (a) if the HFFPA does a preview show, it shall be with dcp and NBC, and (b) if the HFFPA decides not to do a preview show with dcp and NBC, the HFFPA shall not do a preview show with any other producer or network. All future preview shows with dcp and NBC shall be pursuant to the terms of this Agreement.

7. This is the entire agreement between the parties. No prior or contemporaneous oral statement or prior writing may be used to interpret this Agreement. The parties are not partners or joint venturers. Neither party may assign its rights or obligations without the prior written consent of the other party. No interpretation may be drawn against the HFFPA because it is deemed to be the maker of this Agreement. This Agreement may be amended only by a writing signed by the party to be bound. This Agreement shall be governed by the laws of California except for its choice of law rules. If there is a dispute under this Agreement, the parties shall attempt to resolve it by direct negotiations between their respective senior executives, failing which either party may initiate confidential arbitration in Los Angeles County under the Commercial Rules of the American Arbitration Association. The prevailing party shall be awarded its reasonable attorneys' fees and costs. The decision of the arbitration tribunal shall be binding on the parties and enforceable in any State or federal court in Los Angeles County to whose jurisdiction the parties hereby consent.

HOLLYWOOD FOREIGN PRESS  
ASSOCIATION

By   
Helmut Voss  
President

dick clark productions,  
inc.

By   
Francis C. La Maina  
President

# Exhibit E

EXERCISE OF OPTIONS

As of October 29, 2010

WHEREAS, the HOLLYWOOD FOREIGN PRESS ASSOCIATION (HFPA) and dick clark productions, inc. (dcp) made an agreement (the Agreement) dated as of March 13, 1987, as amended November 13, 1989, September 22, 1993, and May 20, 1997 for the licensing and production of Golden Globe Awards programs;

WHEREAS, NBC and dcp made an agreement (the NBC/dcp Agreement) as of September 9, 1993, as revised September 24, 1993, as amended April 20, 2001, as amended June 11, 2001, and as amended as of July 29, 2005, for the Golden Globe Awards programs;

WHEREAS, NBC and dcp made an agreement as of September 30, 2010 to extend the NBC/dcp Agreement for the Golden Globe Awards programs through the 2017/2018 broadcast year;

WHEREAS, the Agreement is deemed extended for any extension of the NBC/dcp Agreement;

NOW, THEREFORE, dcp exercises its options under the Agreement for each of the years through the 2017/2018 broadcast year; provided that NBC performs under the NBC/dcp Agreement; provided further that if, by reason of breach of the NBC/dcp Agreement by NBC, NBC does not perform and this gives rise to a claim by dcp against NBC, dcp shall vigorously prosecute this claim and divide the proceeds (after deducting costs and reasonable attorneys fees) fifty percent (50%) to the HFPA and fifty percent (50%) to dcp; provided further that dcp may compromise and settle such claim so long as it is within the exercise of sound business judgment and with full consideration of the interests of the HFPA.

dick clark productions, inc.

by:  \_\_\_\_\_

Orly Adelson

Title: President