

## RETRANSMISSION CONSENT AGREEMENT

This Retransmission Consent Agreement (this "Agreement") is made as of the 1st day of January, 2012, by and between Scripps Media, Inc. (hereinafter, "Scripps" or "Owner"), licensee, owner of the licensee, or manager, or operator of the television stations listed on Attachment A hereto (hereinafter the "Station(s)"), including translators, satellite stations, or repeaters of such Station(s) for which Scripps is the ultimate owner, and Charter Communications Holding Company, LLC, an operator of cable television systems and/or multi-channel video programming distribution systems (hereinafter "Operator").

WHEREAS, the Stations transmit broadcast television signals to the service areas of the Operator in the television markets listed on Attachment A; and

WHEREAS, Operator directly or indirectly owns or solely manages cable television system(s) and/or other multi-channel video programming distribution system(s) (as defined below, the "Systems"), including those listed on Attachment B hereto and serving the franchise or service area(s) set forth therein; and

WHEREAS, Scripps and Operator desire to have the digital broadcast signals of the Stations retransmitted over such Systems as provided in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration paid by Operator to Scripps, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall be for a period commencing January 1, 2012, and ending December 31, 2014 (the "Term").
2. **Systems Defined.**

For purposes of this Agreement, a "System" shall mean any cable television system, satellite master antenna system ("SMATV"), or other multi-channel distribution system or facility, delineated at Operator's "channel lineup" or node level, which offers multi-channel subscription television service to viewers at residential and/or commercial locations via closed circuit paths (whether consisting of coaxial cable, fiber optic cable, or twisted pair wire), including by means of Internet Protocol television ("IPTV"), video over digital subscriber line (xDSL), or similar telephony-based delivery mechanism, by means of "switched video" technology, or by means of any combination thereof; provided that a "System" shall not include any means of direct distribution of television signals to subscribers via direct broadcast satellite or other satellite delivery mechanisms, wireless or mobile technology (including wireless delivery within a subscriber's premises of a signal delivered to the premises by wireline technology), or the Internet (it being agreed that the foregoing shall not prohibit distribution of a Signal (as hereinafter defined) via a secure and closed transmission path within the area where a System serves Subscribers (as hereinafter defined) utilizing Internet Protocol, but not by the public Internet (*i.e.*, the World Wide Web)); and provided further that a "System" must satisfy the following qualifications:

(a) is more than twenty-five percent (25%) directly or indirectly owned by Operator,

or

(b) is solely managed on a day-to-day basis by Operator. "Solely managed" shall mean that Operator, pursuant to a written management agreement, is authorized to make all programming decisions and enter into on behalf of the System, and bind the System to, all programming agreements and is fully liable for the performance of all of the System's obligations.

For purposes of this Agreement, a "Station" must be a "local commercial television station" duly licensed by the Federal Communications Commission ("FCC") and must satisfy the following qualifications:

(x) is more than twenty-five percent (25%) directly or indirectly owned by Owner and Owner has the exclusive right to negotiate and bind the pertinent Station with respect to retransmission consent rights, or

(y) is managed on a day-to-day basis by Owner, pursuant to a written management agreement, consistent with the FCC's requirements that the licensee of a station maintain control over programming decisions, and which management agreement provides Owner with the exclusive right to negotiate and bind the pertinent Station with respect to retransmission consent rights.

Notwithstanding any provision herein to the contrary, Operator shall be entitled to transport the Signals among or to the Systems by IPTV technology (but not using the public Internet) (e.g., such as utilized by AT&T's U-verse or Verizon's FiOS as of the date hereof), so long as the Signals (as defined below) are not distributed or exhibited directly to Operator's subscribers via IPTV technology or any local or wide area computer network (other than to a set-top box or similar device receiving the Signals via a secure closed system that conforms to the encoding rules of the "Plug and Play" agreement or the security requirements employed in Operator's cable receivers, as of the date hereof).

### 3. **Retransmission Consent.**

(a) Consent to Carriage of Broadcast Signals. At all times during the Term and pursuant to and consistent with the terms of this Agreement, Scripps hereby consents, in conformity with Section 325(b) of the Communications Act of 1934, as amended, (the "Act") and the applicable FCC rules, to the retransmission to Subscribers of each Station's broadcast signal, including a digital signal downconverted to an analog signal in conformity with this Agreement, and Program Related Material (as defined below) (excluding, however, those portions of the signal that are not offered by the Station on a free-over-the-air basis, including any portion thereof that consists of video-on-demand programming (subject to Section 6(b)) or any encrypted video or audio programming, data, or content offered by the Station over-the-air to subscribers on a paid subscription basis) in a digital format compliant with all then-applicable standards approved and adopted by the Advanced Television Systems Committee ("ATSC")

("Digital Signal" or "Signal") by all Systems that are authorized, required or permitted to carry such Station's Signal pursuant to this Agreement within each Station's respective Service Area (as that term is defined in subsection (b) below).

(b) Broadcast Signal(s) to Be Carried and Authorized Geographic Area of Carriage. Operator hereby agrees that, except for any right to delete, discontinue or suspend carriage as permitted under this Agreement, at all times during the Term and pursuant to and consistent with the provisions of this Agreement (i) each System shall carry the Signal of each Station carried by such System as of the date hereof; (ii) each Station's Signal shall be carried by each System that (A) is located entirely in the Designated Market Area (as that term is defined by Nielsen Media Research and as set forth in the applicable FCC rules and regulations) ("DMA") of such Station, or (B) is located in part in the DMA of such Station and serves at least five hundred (500) Subscribers located in such Station's DMA (each, a "Local System"); and (iii) to the extent not inconsistent with clauses (i) or (ii), each System serving subscribers outside such Station's DMA shall have the right to carry the Signal (including any component program transport stream therein) of each such Station in any part of the System's service or franchise area where the Signal is "significantly viewed" (as that term is defined by the FCC's rules and regulations, but which shall include those geographical areas where the Station's prior analog signal was "significantly viewed" at the time the Station permanently ceased broadcasting an analog signal). The geographical areas included within clauses (i), (ii), and (iii) of this subsection (b) are referred to herein as a Station's "Service Area." Nothing herein shall be deemed to obligate Operator to retransmit the Signal (or any component transport stream therein) of any non-full-power Station in any System where such retransmission would result in the imposition upon Operator of material incremental copyright fees under 17 U.S.C. § 111. For purposes of Operator's obligations under this Agreement, including, without limitation, payment and carriage obligations, Stations licensed to serve communities in the same DMA having the same network affiliation shall, with respect to a given System, be deemed a single Station.

(c) [Omitted.]

(d) Alternative Distribution Means. Notwithstanding anything herein to the contrary, but subject to the last sentence of Section 14(a) herein, to the extent Scripps has, or obtains at any time during the Term, the rights necessary to permit Operator to retransmit the Signal of any Station(s) (including any Primary Transport Stream (as hereinafter defined) or Multicast Transport Stream (as hereinafter defined) or any portion thereof) to any device (e.g., computer or hand held devices) included within Scripps's rights that is located within a Subscriber's premises that enables the display of the Signals, including through home networking technologies (i.e., using existing cable wiring delivered through cable outlets and/or through a wireless home network which such delivery within such premises must be authorized and secured by Operator in a manner comparable in effectiveness to the authentication of Subscribers receiving the Signal (or applicable Primary Transport Stream or Multicast Transport Stream or portion thereof) of the applicable Station as part of a package of cable television services (such Subscribers, "Authenticated Subscribers")) (collectively, "Alternative Distribution Means"), then Operator shall have the right to retransmit such Signal(s) (or applicable Primary Transport Stream or Multicast Transport Stream or portion(s) thereof) to Authenticated Subscribers, within each such Authenticated Subscriber's premises only, to such devices in accordance with Scripps's rights for Alternative Distribution Means and subject to Operator agreeing to any applicable terms and

conditions imposed by Scripps against other multichannel video programming distributors ("MVPDs") to whom Scripps provides such rights, which terms and conditions are applied in a manner that does not adversely discriminate against Operator as compared to such other MVPDs, provided that such "anti-discrimination" requirement shall take into account the different technologies, if any, utilized by such MVPDs in connection with such Alternative Distribution Means, and which terms and conditions are directly related and logically linked to such Alternative Distribution Means, and there shall be no additional cost or fee to Operator provided that Scripps obtained such rights to Alternative Distribution Means at no additional consideration to Scripps that is specifically attributable to obtaining such rights. If Scripps obtained such rights to Alternative Distribution Means at additional consideration to Scripps and Scripps elects not to grant such rights to Operator at no additional consideration but only upon Operator agreeing to additional consideration, then, upon Operator's request, the parties shall negotiate in good faith the consideration to be provided to Scripps for the grant of any such rights to the Alternative Distribution Means, provided that Operator shall automatically be entitled to such rights if Operator agrees to provide the same or comparable consideration provided by a similarly situated cable operator or MVPD, as the case may be. If Operator enables Authenticated Subscribers within a particular Station's DMA to access via a nontraditional television set the programming content of another television broadcast station licensed to a community within such Station's DMA (each, an "Other DMA Station"), Operator shall allow Authenticated Subscribers in such Station's DMA to access programming content from such Station via a nontraditional television set in a no less favorable manner, to the extent permitted by the rights granted in this Section 3(d), subject to such Station agreeing to any terms, conditions and/or consideration that are imposed on such Other DMA Station and that are directly related and logically linked to such rights.

(e) Legal Requirements Satisfied. Operator acknowledges and agrees that each of the Stations listed on Attachment A has timely and lawfully notified each System in its respective DMA of its election of retransmission consent for the Term covered by this Agreement and that Scripps and each Station have complied in every respect with all federal, state, and local laws related or applicable to the negotiation and execution of this Agreement. Scripps acknowledges that Operator and each System have complied in every respect with all federal, state, and local laws related or applicable to the negotiation and execution of this Agreement and that, at all times prior to the date hereof, Operator had the requisite consent for the retransmission of each Signal retransmitted by each System.

(f) No Third Party Consent. Except with respect to the grant to Operator of the right to retransmit the Stations' Signals by the Systems to Subscribers as set forth expressly herein, nothing herein gives Operator the right to grant consent for the retransmission of Stations' Signals to any other person or entity that does not meet the definition of a System or Subscriber hereunder; provided, however, that the preceding does not limit Operator's right to utilize third-party signal transport services in order to obtain a Station's Signal for Operator's delivery to end-user Subscribers or to provide signal transport services to third parties, provided that the foregoing does not in any manner convey a license or right by which Operator may sublicense to such parties the right to retransmit any Signal.

(g) Definition of Subscriber. "Subscriber" means any end-user individual location authorized by any System to receive a Station's Signal (including a Station's Primary Transport Stream, Multicast Transport Stream(s), and any transport stream that is downconverted to analog in conformity with this Agreement (as hereinafter described)) and expressly excludes any multi-channel video programming distribution system that is not a System hereunder. Without limiting the generality of the foregoing, "Subscriber" shall include each residential location, such as each single-family dwelling (whether in a single-family or multi-unit building), hotel/motel guest room, hospital room, dormitory room, and prison cell, as well as each commercial location, such as each office building, lobby, common area, bar, restaurant, other establishment or area to which the public may be admitted, and any other location which could offer the opportunity for public viewing of television programming, provided such Subscriber does not charge a fee for viewing.

#### 4. **Signal Carriage.**

(a) Carriage of Full Digital Signal. At all times during the Term and pursuant to and consistent with the terms of this Agreement, Operator shall, contemporaneously with each Station's broadcast, retransmit the Digital Signal of each Station, at Operator's own expense, in its original format (*i.e.*, the format in which it is being transmitted by the Station), over each System that (i) with respect to a Station whose Primary Transport Stream (as defined herein) is not affiliated with a Big 4 network (excluding, however, Station KMCI, to which this clause (i) shall not apply), has been upgraded to 750 MHz or more, (ii) serves one or more communities each of which is predominantly located in the Station's DMA, and (iii) carries (other than on a test basis or pursuant to the FCC's must carry regulations) the primary transport stream in HD Format (as defined herein) of another television station licensed to the respective Station's DMA (a "DMA System"), and in accordance with the provisions hereof without interruption, additions, insertions, alterations, time compression, or deletions. A Station's Digital Signal shall not exceed 19.394 megabits per second and, subject to the foregoing limitation, may consist, in the Station's sole discretion, from time to time, of (1) one or more transport streams containing video and audio programming, including programming in high-definition format (as defined by the ATSC) ("HD Format"), (2) Program Related Material (as defined below), and (3) any material transmitted concurrently with and necessary for the delivery or distribution of the Digital Signal, if applicable. For each Station, Scripps shall designate the transport stream containing video and audio programming from the principal television network with which the Station is affiliated, as such primary transport stream is designated in Attachment A, or, if there is no such network, the transport stream with the highest audience ratings on an all-day basis, as rated on the date of such initial determination by Scripps (each the "Primary Transport Stream"). If there is more than one such network and one is affiliated with a Big 4 Network (as defined herein), the transport stream affiliated with such Big 4 network shall be deemed the "Primary Transport Stream." If there is more than one such network and two (2) or more of such networks are affiliated with a Big 4 Network, but only one is the sole Big 4 Network licensed to serve its DMA (the "DMA Big 4 Network"), the transport stream affiliated with such DMA Big 4 Network shall be deemed the "Primary Transport Stream." If there is more than one such network and two (2) or more of such networks are DMA Big 4 Networks, the transport stream affiliated with the DMA Big 4 Network that is in an HD Format shall be deemed the "Primary Transport Stream." If there is more than one such network and two (2) or more of such networks

are DMA Big 4 Networks, and the transport stream affiliated with two (2) or more of such DMA Big 4 Networks are in an HD Format, the transport stream affiliated with the DMA Big 4 Network with the highest audience ratings on an all-day basis, as rated on the date of such initial determination by Scripps, shall be deemed the "Primary Transport Stream. Each remaining transport stream containing video and audio programming shall be known as a "Multicast Transport Stream." A Station's Primary Transport Stream that contains programming in HD Format shall be referred to herein as such Station's "Primary HD Transport Stream." As used herein, "Program Related Material" shall mean (i) closed-captioning data and related information, (ii) program/commercial identification codes, (iii) program ratings information receivable by V-Chip equipped television sets, (iv) any material necessary for the delivery or distribution of the Digital Signal or otherwise required to be carried as program related material by the FCC with respect to "must carry" stations, (v) any information or material associated with specific programming or commercial advertisements transmitted in the Signal, (vi) any promotional data directly and simultaneously relating to the pertinent Signal, (vii) any scheduling, descriptive, or other data concerning or implementing any program guide or navigational device or other program-related information or material, and (viii) one secondary audio program including, but not limited to, any video description content included therein or accessed thereby. Carriage shall be on a single channel on Operator's navigator or electronic program guide ("EPG") dedicated solely to the full-time retransmission of each Station's delivered Signal on that level of service provided by Operator on which all "must-carry" signals (as defined in the Act) are carried and that are viewable by all Subscribers equipped to receive and view signals delivered in the pertinent format.

(b) Set-Top Boxes. Each System required to carry the Digital Signal of a Station shall, on Operator's then-customary terms, make available to any of its Subscribers who so request a digital set-top box or other digital equipment that can, and to the extent necessary to, receive, process, and/or display the Digital Signal of the Station. Each System shall provide such set-top box or other digital equipment to such Subscribers at prices which are non-discriminatory to each Station as compared with the digital signals of all other broadcast stations carried by the System. Each component program transport stream contained within a Station's Digital Signal shall be viewable on all Operator-supplied or other System-compatible television receivers of a Subscriber that are legally connected to the System(s), which receivers are capable of receiving and viewing such stream in the pertinent retransmitted format.

(c) Quality of Digital Signal.

(i) If the quality of the Digital Signal delivered by a Station to any System's headend does not meet the standards of quality at least equivalent to the signal level measurement standard required of "must-carry" signals by the Act, Operator may, in its reasonable discretion, suspend carriage of such Station's Digital Signal, or of the remaining component program transport streams therein in the event that Operator, in its sole discretion, elects to arrange for alternative delivery of some, but not all of the component program transport streams contained within such Digital Signal, until such deficiency is remedied, and, during such period of suspension, Operator will have no obligations hereunder with respect to such Digital Signal, or the pertinent remaining component program transport streams, as the case may be. Operator hereby agrees that any decision exercised pursuant to the immediately foregoing

sentence shall be done in a manner that does not adversely discriminate against Scripps as compared to alternative delivery arrangements that Operator may undertake for other similarly-situated stations within the same DMA as the pertinent Station. For clarity, Scripps hereby acknowledges and agrees that Operator's obligations to treat Scripps in a non-discriminatory manner shall take into account any compensation or other consideration provided by such other station to Operator and directly related to the alternative delivery of signals and which Scripps shall be required to meet in order to receive comparable alternative delivery arrangements as well as any network architecture and/or technological differences between such other station and the pertinent Station.

(ii) Nothing herein shall be construed to require Operator or any System to acquire, use or dedicate any equipment or resources for two-way capability of any equipment, whether located in a headend, Subscriber's home or otherwise, in connection with a Station's Signal, including for the implementation of any interactive feature. In addition, nothing herein shall be construed to require Operator or any System to acquire any additional equipment to retransmit the material described in clauses (v) and (vi) under the definition of Program Related Material in Section 4(a). Operator reserves all rights in and to all signal distribution capacity on the Systems.

(iii) Except as required by the FCC's rules and applicable law, or as permitted herein, each Digital Signal shall be retransmitted without interruptions, additions, insertions, alterations, deletions or time compression and in accordance with the Technical Specifications set forth in Attachment C hereto, without material degradation, with a quality consistent with any FCC rules applicable to cable carriage of digital signals, and with a quality at least equal to the quality of all other digital signals carried by the System, which other digital signals are received in the same format and via the same method (*e.g.*, off-air, fiber, *etc.*) ("Other Digital Signals"), provided that the signal quality as retransmitted by a System shall not be required to be superior to the quality of such Signal as received by such System. Scripps acknowledges and agrees that so long as Operator's Systems in the Denver DMA are only receiving the Signal (or any component stream therein) of Station KMGH in standard-definition format via a satellite feed, then such Systems shall only be obligated to retransmit such Signal (or any component stream therein) in such format. A Digital Signal's program transport stream that is downconverted to analog format in conformity with this Agreement shall be retransmitted without material degradation, interruption, additions, insertions, alterations, time compression, or deletions; with a quality consistent with any FCC rules applicable to cable carriage of analog signals; and with a quality at least equal to the quality of all other analog signals carried by the System that are received by the System in the same format and via the same method (*i.e.*, off-air, fiber, *etc.*) as the downconverted Signal (or component program transport stream therein), provided that the signal quality as retransmitted by a System shall not be required to be superior to the quality of such Signal as received by such System. Operator shall notify Scripps if it becomes aware that the quality of a Station's Signal as received by Operator is not of as high a quality as Other Digital Signals. Operator shall ensure that its retransmission of the Digital Signal meets the technical requirements set forth on Attachment C hereto. The per se downconversion from digital to analog shall not constitute a "material degradation" hereunder.

(d) Downconversion of Primary Transport Stream. Operator may downconvert the Station's Primary Transport Stream to an analog signal and/or to a standard definition digital (e.g., 480i) format ("SD Format") in conformity with this Agreement; provided, however, that, as to a Local System, (x) if Operator continues to provide any analog service to its Subscribers in any such Local System in such Station's DMA, then Operator shall downconvert the Station's Primary Transport Stream to an analog signal and retransmit such downconverted signal on each pertinent Local System's most widely distributed cable service tier, (y) if Operator downconverts to SD Format the primary transport stream of any other local (i.e., in the same DMA as the pertinent Station) broadcast station in a Local System offering either all-digital service or a "hybrid" of both analog service and all-digital service such that all cable television subscribers receive the primary feed of such other local broadcast station, then Operator shall similarly downconvert to SD Format the Primary Transport Stream of the pertinent Station in a manner that is not discriminatory to such Station, and (z) any carriage obligations of Operator arising under (x) or (y) shall be in addition to, and not in lieu of, the carriage obligation of Operator in Section 4(a) with respect to such Station's Digital Signal. Carriage of such downconverted Signal shall be on each affected Local System's most widely distributed service tier. If downconverting pursuant to this paragraph, Operator must use commercially reasonable efforts to comply with a Station's picture format (aspect ratio conversion) requirements. For clarity, nothing herein shall preclude Operator from carrying, in its sole discretion, the Signals (including any component program transport stream therein) in an analog, standard definition digital ("SD") format or high definition digital ("HD") format or in multiple formats in any non-Local System, provided that Operator is in compliance with the carriage obligations set forth in Section 4 herein.

(e) Downconversion of Certain Multicast Transport Streams. Operator agrees to downconvert in a Local System, in accordance with Section 4(d) as if it otherwise applied to Multicast Transport Streams, the Multicast Transport Stream (i) broadcast by a Station so long as such Multicast Transport Stream is affiliated with a Big 4 Network and such Multicast Transport Stream constitutes the sole pertinent Big 4 Network affiliate for such network licensed to serve any community in such Station's DMA (a "Qualifying Big 4 Multicast Stream") in any such Local System with at least 500 MHz of active bandwidth, (ii) broadcast by a Station so long as such Multicast Transport Stream is affiliated with the CW Network and such Multicast Transport Stream constitutes the sole pertinent CW Network affiliate for such network licensed to serve any community in such Station's DMA (a "Qualifying CW Multicast Stream") in any such Local System with at least 750 MHz of active bandwidth, or (iii) broadcast by a Station within its DMA so long as such Multicast Transport Stream is affiliated with the Live Well network and such Multicast Transport Stream constitutes the sole pertinent Live Well affiliate for such network licensed to serve any community in such Station's DMA. If downconverting pursuant to this paragraph, Operator shall use its commercially reasonable efforts to comply with a Station's picture format (aspect ratio conversion) requirements. For clarity, and notwithstanding anything to the contrary in the last sentence of Section 3(b) herein, the requirement under this Section 4(e) that a Multicast Transport Stream be the sole affiliate means that there is only one affiliate for the pertinent Big 4 Network, CW Network or the Live Well network, as the case may be, in the entire DMA at issue, regardless of the total number of communities comprising such DMA, and that such Multicast Transport Stream is that one affiliate.

(f) HD Content Threshold. A System shall not be obligated to retransmit a Station's Primary HD Transport Stream or Multicast Transport Stream in HD Format unless such transport stream includes (A) substantially all HDTV programming made available to the Station by the network with which it is affiliated, if any, unless the Station preempts such HDTV programming for other programming that the Station determines, in its discretion, better serves the public interest and such preemption is not exercised in a manner that adversely discriminates against Operator as compared to other MVPDs retransmitting the pertinent program transport stream, and (B) all programming in HD Format contained in the Primary Transport Stream or pertinent Multicast Transport Stream that is broadcast free and over the air by such Station or otherwise provided to another MVPD, and (C) with respect to any such transport streams that are not affiliated with a Big 4 Network, at least fourteen (14) hours per week on average of programming in HD Format (*i.e.*, at least 720p or 1080i), counting any program in HD Format no more than once toward such minimum (clauses (A), (B) and (C) referred to as (the "HD Content Threshold"). With respect to all programming that Operator is required to retransmit in an HD Format hereunder, all such programming shall be transmitted in ATSC-prescribed high-definition format (or, if no longer applicable, the then-current standards for high-definition broadcast television signals generally accepted in the broadcast television industry).

(g) Multicast Transport Streams. Notwithstanding the provisions of Section 4(a) of this Agreement, Operator shall not be obligated to retransmit any Multicast Transport Stream that: (i) is not contained within the Digital Signal transmitted to the public by such Station over-the-air by terrestrial means without charge; (ii) is a fee-based, subscription, pay-per-view, or video-on-demand service; (iii) contains more than six (6) hours per day between the hours of 6:00 a.m. and 12:00 midnight of home shopping or infomercial programming or contains more than six (6) hours per week, but not more than fifty (50) hours per calendar quarter, of such programming during prime time; (iv) is not controlled by or under the control of Scripps (as the term "control" is defined by the FCC); (v) unless otherwise mutually agreed, is substantially a simulcast, in SD Format, of the Primary Transport Stream of the Station, so long as Operator is in compliance with Section 4(d) herein; or (vi) is not available to viewers on a full-time basis or that is only available for "occasional use" transmissions (provided that, if any such "occasional use" transmissions consist of high-profile special events (*e.g.*, additional Olympics feeds, NCAA games, *etc.*), then each pertinent DMA System will use its commercially reasonable efforts to carry such feeds, bandwidth and equipment availability permitting).

(h) Fiber Links. Operator shall maintain, at no expense to Scripps, only those fiber optic lines owned by Operator that, as of the date hereof, provide connectivity directly between a Station's designated master control facilities at a location existing as of the date hereof and each System's headend location as of the date hereof with respect to both such designated master control facility and such System's headend, to the extent, and with respect to the feeds transported via such fiber line as of the date hereof. In no event shall Operator be required to extend any such fiber lines, increase the usable capacity of such lines or incur any additional material costs to enable transport of additional Signals or feeds via such lines.

(i) Discontinuance of Carriage. Notwithstanding any other provision of this Agreement to the contrary, Operator and/or the respective System may, upon sixty (60) days' notice to Scripps, cease carriage of a Station's Primary Transport Stream or Multicast Transport

Stream, as the case may be, in: (A) any non-Local System, except for any System where the Signal of a Station is "significantly viewed" and which System is carrying such Signal as of the date hereof; or (B) any System serving Subscribers in an area where such System is required by law to Blackout (as defined herein) programming with respect to a substantial number of Subscribers, but not all Subscribers, served by such System and where, in Operator's sole, but reasonable discretion, it is not economically or technically feasible for such System to exercise such Blackout with respect only to those Subscribers to which such Blackout would otherwise apply; or (C) any System that is required to Blackout a substantial majority of network programming on a monthly basis. For purposes hereof, "Blackout" means a requirement, pursuant to the valid exercise by another television station of such station's network non-duplication and/or syndicated exclusivity rights under 47 C.F.R. §§ 76.94 and 76.105, to delete or "blackout" certain programming contained within a Station's Primary Transport Stream or Multicast Transport Stream, as the case may be, provided that such exercise shall not be deemed valid if a legal exception applies to the Operator deleting such programming. Operator shall exercise commercially reasonable efforts to notify Scripps prior to any such discontinuance of carriage pursuant to clause (B) and, at Scripps's request, Operator shall consult with Scripps regarding whether alternatives to Blackout and discontinuance are lawful or feasible.

(j) Miscellaneous Technical. Subject to Attachment C, Operator shall have the right to compress or remodulate to QAM format a Station's Digital Signal for retransmission over each System.

(k) CW Network. Any reference herein to the CW or CW Network shall include the CW Plus, and shall also include any successor or assignee of the CW (or CW Plus) Network, or, in the event that such television network ceases to operate, any nationally distributed network or programming service that functions generally as a national replacement of such network in terms of the nature, quality and amount of the content of such programming service and that is targeted towards a general audience and that, within one hundred eighty (180) days after such "replacement" (the "Rankings Grace Period") is ranked by Nielsen Media Research (or an industry-recognized successor thereto) to be among the top five (5) English-language broadcast networks overall. By way of illustration, but not limitation, the parties acknowledge and agree that the CW and CW Plus Networks were both a "replacement" of and a "successor" to the WB Network, as the terms "replacement" and "successor" are intended to be construed with respect to this definition.

## **5. Channel Position and Tier.**

(a) Channel Position. Operator shall assign an EPG channel position to each carried Primary Transport Stream and Multicast Transport Stream in each System, subject to the following:

(i) At all times during the Term, if a Local System downconverts a Station's Primary Transport Stream to an analog signal as required under Section 4(d) herein, such downconverted stream shall be carried per such System's EPG on the major channel position as set forth in Attachment A, on the channel position on which such System carries such Station's Primary Transport Stream as of the date of this Agreement, or on another mutually-agreeable

channel number that Operator determines to be available, all subject to the FCC's rules and applicable law. If an all-digital Local System does not downconvert a Station's Primary Transport Stream to an analog signal, then, at all times during the Term, such System shall carry such Station's Primary Transport Stream in either SD Format or HD Format on the EPG channel position described in the preceding sentence. If a System also carries a Station's Primary HD Transport Stream in an EPG neighborhood with other high-definition ("HD") signals of broadcast stations located in a Station's Service Area, then such Primary HD Transport Stream shall be carried on a channel substantially contiguous to, and determined pursuant to a non-discriminatory and consistent policy also applied to, the primary HD transport streams of all other local television stations affiliated with either the ABC, CBS, Fox, or NBC Television Network (or any successor or assignee of such network, any replacement network thereto, or any substantially similar network or programming service subsequent thereto that is consistently ranked by Nielsen Media Research to be among the top four (4) English-language broadcast networks overall) ("Big 4 Network") being retransmitted by Operator. Operator may reposition the channel positions in the HD neighborhood only (i) pursuant to a general remapping scheme (ii) in order to standardize channel positions of such feeds among Systems within the same DMA or management area or to apply a consistent numbering convention (e.g., a Primary Transport Stream carried in a System on "broadcast basic" channel 6 might have its corresponding Primary HD Transport Stream moved to 786 from 784 to be consistent with the System's preferred numbering convention); or (iii) if necessary to comply with FCC Rules or applicable law; and the repositioned channel position must be consistent with the preceding sentence.

(ii) Each Station's Multicast Transport Stream(s) retransmitted by a System shall be retransmitted in SD Format on separate designated EPG channels on a continuous basis on the System, and on the channel position(s) on which such System carries such Station's Multicast Transport Stream as of the date of this Agreement, or on another mutually-agreeable channel number, or, if not carried as of the date of this Agreement, on a channel number assigned on a non-discriminatory basis (e.g., based on genre or based on inclusion in a package of similar broadcast streams retransmitted in the same format or tier) in conformance with Operator's channel assignment policies applicable to comparable multicast feeds of other local stations' multicast transport streams (as the case may be). Notwithstanding any provision herein to the contrary, if a Station makes available to a DMA System carrying in HD Format a Station's Primary HD Transport Stream a Multicast Transport Stream affiliated with a Big 5 Network (i.e., a Big 4 Network or the CW Network) or the Live Well programming service in HD Format that is contained within the 19.394 Mbps bandwidth available in its Digital Signal, then such DMA System shall carry such Multicast Transport Stream in each neighborhood in which such DMA System carries such Station's Primary Transport Stream in HD Format.

(iii) The parties agree that all references in this Agreement to channel position shall refer to a number in a System's EPG and that Operator shall be subject to the capabilities and/or limitation of its EPG. In no event shall Operator be required to carry a retransmitted program transport stream of a Digital Signal on a channel position required to be assigned to another digital signal pursuant to applicable law or regulation. The EPG channel position for any and all retransmitted feeds shall conform to Operator's channel numbering system, which is a one-part numbering system, subject to Operator's technical constraints and channel guide agreements.

(b) Limitation on Repositioning. Notwithstanding any provision to the contrary, Operator shall not reposition any channel one week prior to or during any "sweeps" period without Scripps's prior written consent. If a channel assignment for any such channel that is determined in accordance with Operator's standard numbering convention nonetheless cannot be accommodated without violating the FCC's rules, and, with respect to any Acquired System, (as defined herein), any pre-existing agreement, then Operator will determine an alternative position in the pertinent neighborhood after good-faith consultations with Scripps as to its preferences. For the avoidance of doubt, Section 5(a) and this Section 5(b) above are not intended to impose carriage requirements on Operator other than those specifically set forth in Section 4 of this Agreement but, rather, are intended to describe channel assignments for Signals and feeds once carried in a System.

(c) Tier. At all times during the Term, Operator agrees that each System required to retransmit a Station's Digital Signal (or program transport stream therein) hereunder shall carry such Station's Primary Transport Stream and each Multicast Transport Stream on the most widely distributed digital service tier so that it can be received and viewed by all Subscribers equipped to receive signals in the pertinent retransmitted format (e.g., the "Digital Basic" tier for feeds in SD Format or the "Digital Basic-HD Only" tier for feeds in HD Format).

(d) Channel Guide Placement. To the extent controlled by Operator, Operator will provide for each Station's Primary Transport Stream, and each Multicast Transport Stream retransmitted, equal and contiguous placement in all program guides, channel guides, or navigational devices furnished by Operator to the Subscribers of each System carrying that Station's Signal, and to the media and all other persons, equal mention and description of each Station's Primary Transport Stream and Multicast Transport Stream(s), their location, channel numbers, network, and programming as is afforded any other over-the-air broadcast station whose signal each System carrying a Station's Signal is providing to its Subscribers; provided, however, that the foregoing shall not apply to the extent that Operator utilizes a third party program guide, channel guide or navigational device as to which Operator has no input, influence or ability to control, and provided further that Operator shall use commercially reasonable efforts to cause such third party to provide such equal and contiguous mention and placement. Notwithstanding the foregoing, Scripps acknowledges that if any broadcast television station provides Operator or a System with additional consideration for more favorable mention and/or placement for its broadcast television signal, then Operator shall not be in violation of this Section 5(d) if any Station is not afforded equal treatment as set forth above; provided, however, that Operator shall offer such more favorable mention and/or placement on the same or equivalent terms and conditions, which Scripps may accept or reject in its sole discretion.

## **6. Additional Consideration.**

(a) Cash Consideration. As additional consideration for the right to retransmit the Stations' Signals over the Systems, and in addition to the rights granted and obligations undertaken herein, Operator shall provide Scripps the additional consideration for carriage of the

Stations set forth in Attachment D, which is hereby incorporated into and made a part of this Agreement.

(b) Video-on-Demand Content.

(i) With respect to Station KSHB only, Operator shall have the right, but not the obligation, to record and retain certain programming of such Station's early morning (*e.g.*, 6 a.m.), primary evening (*e.g.*, 6 p.m.), and late local news program, and/or segments thereof (collectively, the "VOD Programs"), and to distribute such VOD Programs via VOD on any System(s) that retransmit the Digital Signal of such Station. Operator acknowledges and agrees that its right to distribute any VOD Program is subject to the applicable Station having all of the necessary rights from its licensors and suppliers to distribute such VOD Program on the applicable Systems on a VOD basis; provided, however, that Scripps shall use good faith efforts to secure such rights and to limit any distribution exclusion language in its applicable agreements, and provided further that Scripps shall not be required to pay any consideration to any party for such rights. Each VOD Program may be made available by Operator only during the Available Window. "Available Window" shall mean, with respect to each VOD Program, the period during which Operator may make the applicable VOD Program available to Subscribers on a VOD basis, which such period shall be twenty-four (24) hours after the first broadcast for a news VOD Program. Operator shall not delete any commercial advertisements contained in the VOD Programs and shall not insert any commercial advertisements therein; provided, however, that Operator may include one thirty-second (:30) spot immediately prior to the start, and one thirty-second (:30) spot immediately after the conclusion, of each VOD Program to promote Operator's products and services. Because the VOD business model continues to evolve, each party agrees to, upon the written request of the other party, negotiate in good faith during the Term regarding changes to the advertising format.

(ii) With respect to Station KSHB only, if Scripps or Operator obtains the rights necessary to permit Operator to distribute third-party programming carried by such Station (including, without limitation, network and/or syndicated programming) on a VOD basis in such Station's DMA, Scripps will permit such VOD distribution and/or offer such programming to Operator for VOD distribution in accordance with such rights (*i.e.*, subject to any applicable terms and conditions) and on no less favorable directly related terms and conditions, if any, that Scripps permits such distribution by, or makes such programming available to, any other distributor in such DMA.

(iii) Additional VOD Duties of Operator. In the event Operator exercises its right to make any VOD Programs available on a VOD basis, Scripps's grant of VOD Program rights to Operator shall be subject to the following additional terms and conditions:

(A) Operator, at its own expense, shall have the right to encode the VOD Programs for distribution to all of its Subscribers in the applicable System and furnish all necessary equipment and facilities for the transmission and delivery of the VOD Programs to such Subscribers, provided, however, that if Scripps undertakes such actions for another distributor of VOD programs, then Scripps shall offer to do so for Operator. Operator, at its own expense, will be responsible for the delivery of the VOD Programs to Operator's headends or

other mutually agreed upon reception facilities. If Operator elects to distribute any VOD Program(s), Operator will distribute all content of such VOD Program(s), including commercial content, in full, uninterrupted and in its entirety, without alteration, deletion, delay, or other modification (except for technical modifications consistent with this Agreement and except where required by law) and without an additional or separate charge to Operator's Subscribers specifically for access to such VOD Programs, excluding any charge for the receipt of video programming services in general and/or a generally applied set-top box or equipment fee. Scripps acknowledges that any grant of VOD rights to Operator under this Section 6(b) shall be without the imposition of any fee or charge so long as Operator does not charge Operator's Subscribers any fee or charge for receipt of VOD Programs, other than as set forth in the immediately preceding sentence.

(B) Upon notice by Scripps or the Station, Operator shall as soon as reasonably practicable cease retransmitting or making available to any person any particular VOD Program on a VOD basis due to any error, omission, or other matter contained in the VOD Program that Scripps or Station reasonably believes would expose Scripps or Station to any claim or liability, provided that Scripps or the Station as soon as reasonably practicable provides Operator with a substitute VOD Program for which Scripps or Station has the ability to offer on a VOD basis. Notwithstanding the notice provisions of Section 22, Scripps or Station may notify Operator by telephone call (to 866-248-7662, Operator's NOC helpline) or email (to DLNOCVIDEO@chartercom.com) of its demand that Operator cease retransmitting or making available any particular VOD Program. Operator hereby indemnifies and holds harmless Scripps and Station for any liability accruing to Scripps or Station as a consequence of Operator's failure to cease making available any particular VOD Program after the notice is given as provided for in this Section 6(b)(3)(B).

(C) Scripps shall have the right, but not the obligation, at its sole cost and expense, to obtain usage data regarding the VOD Programs from any third party engaged by Operator to collect, store, aggregate, maintain and/or manipulate VOD usage data (e.g., Rentrak). Scripps shall have the right to utilize such usage data solely for its own, internal purposes, but shall not sell, license, assign, transfer or otherwise provide such data to a third party without Operator's prior consent. Notwithstanding the foregoing, Scripps may aggregate the VOD usage data provided by Operator, via Rentrak or other third party engaged by Operator, with the usage data from at least two (2) other MVPDs so long as such aggregated data does not expressly identify Operator or any System in such data or include any personally identifiable information of any Operator in such data. Scripps hereby agrees to promptly notify Operator in the event that any usage data contains any personally identifiable information of any Operator Subscriber. Upon Operator's instructions, Scripps shall either return such data and information to Operator or destroy such data and information and provide Operator reasonable certification of such destruction. In the event that Operator provides VOD usage data directly to any other broadcast television station located within a Station's DMA, Operator shall provide similar usage data to Scripps with respect to the VOD Programs, provided that Operator shall not be obligated to provide to Scripps any such usage data for which Operator receives a fee or other consideration from such other station, unless Scripps provides Operator with the same fee or consideration.

(iv) With respect to the other Stations to which this Agreement applies, if Scripps grants any other MVPD the right to make programs available on a VOD basis with respect to a particular Station, then Scripps will make such right available to Operator with respect to that Station on a non-discriminatory basis, provided that Operator agrees to the same terms and conditions that are directly related to such VOD right and with which Operator is reasonably capable of complying.

**7. No Third Party Fees.** Operator shall not charge or seek to charge any Subscriber a separately identifiable fee for receipt of or the ability to view all or any portion of any Signal of any Station on a System without the prior written consent of Scripps. The parties agree that a charge levied by Operator on a non-discriminatory basis for a set-top box or other hardware or a charge for receipt of video services on the service tier on which the "must carry" signals and the Station's Signal are carried shall not be considered a "fee" for purposes of this Section.

**8. No Insertions.** Operator will not, without Scripps's prior consent, (i) insert or otherwise authorize the insertion into any Station's Signal or broadcast stream any television content, interactive or otherwise, including, but not limited to, Advanced Television Enhancement Forum or Digital Video Broadcast, or (ii) insert or otherwise authorize the insertion of any "bugs," overlays, or other material on top of or in the margins of a viewable image if a Signal does not utilize the full television screen. For clarity, nothing herein shall prohibit a Subscriber from using equipment or software controlled by such Subscriber to select programming or cause the appearance of additional data or material on the television viewing screen or prohibit Operator from utilizing any of a System's bandwidth capacity to insert any data, material or information that would facilitate such Subscriber-activated functionality (e.g., caller identification).

**9. Emergency Alert System.** Subject to the second sentence of this Section 9, Operator shall not interrupt any Station's Signal to transmit Emergency Alert System ("EAS") messages, alerts, or tests over any System. Each Station acknowledges that Operator's agreement not to interrupt such Signal's programming for EAS messages, alerts or tests is expressly conditioned upon and subject to Operator's compliance with any provisions relating to local emergency message overrides contained in its cable television franchise agreements for its Systems hereunder and any national requirements and its then-current equipment and technical limitations, provided that Operator shall treat each Station in a non-discriminatory manner with respect to any other local television station.

**10. Copyrights and Trademarks.** Carriage of any Station's Signal pursuant to this Agreement does not convey any license or sublicense in or to the copyrights of and to the underlying programming transmitted by such Station. As between Operator and Scripps, Operator recognizes Scripps's exclusive right, title, and interest in and to the copyright for each Station's Signal and Scripps's and/or each Station's license to broadcast the programming and the marks, names, and logos. It shall remain the obligation of Operator to ensure, and Operator warrants that it will so ensure, that Operator's retransmission of all copyrighted programs included in the Stations' Signals is appropriately licensed for retransmission on the applicable System, whether under compulsory copyright license pursuant to 17 U.S.C. § 111 or otherwise. However, Operator may terminate this Agreement if the compulsory copyright license is no longer available or Operator cannot obtain a copyright license without incurring material

additional costs so long as Operator gives thirty (30) days written notice to Scripps and provides Scripps the opportunity to satisfy the compulsory copyright obligations and Scripps elects not to do so. Notwithstanding any other provision in this Agreement, all content in the Signals and all use of the Signals and all names, trade names, logos, call letters, trademarks, and service marks of the Stations and Scripps, and the goodwill appurtenant thereto, shall at all times during the Term, and thereafter, inure to the benefit solely of Scripps and shall, as between Operator and Scripps, be the property solely of Scripps.

**11. Unauthorized Use.** Except as specifically provided herein, Operator shall not, for pay or otherwise, record, copy, duplicate, retransmit, and/or expressly authorize the recording, copying, duplication, or retransmission of any portion of any Station's Signal without the prior written permission of Scripps. The foregoing sentence shall not prohibit the use of personal home video recording equipment, such as VCRs or digital video recorders, by authorized Subscribers for personal, non-commercial purposes, provided that such recording is not stored on any equipment located outside of the Subscriber's location, including, without limitation, at the headend of any System or any other location of Operator, and that such use is considered, or continues to be treated, as a fair use under copyright law. Should Operator become aware of a third party performing such unauthorized recording, copying, duplication, or retransmission, other than for private home use as described above, Operator shall promptly notify Scripps.

**12. Digital Copy Protection.** Operator will comply with any FCC rules that require it or a cable system to pass through any copy protection technology employed by each Station to prevent an over-the-air recipient of the Digital Signal from making copies of the Digital Signal or any portion thereof.

**13. Non-Duplication and Syndicated Exclusivity Protection.**

(a) Waiver of Notice Formalities. Notwithstanding any provision of law, Operator hereby waives the notice requirements set forth in 47 C.F.R. §§ 76.94(b) and 76.105(b) solely with respect to providing notice within sixty (60) days of the signing of an agreement granting non-duplication of network programming or syndicated exclusivity protection, as the case may be, and further agrees that if Scripps or any Station provides to Operator or a System a written request that includes the information required under 47 C.F.R. §§ 76.94 and/or 76.105, as the case may be, in respect of the exercise of valid rights to non-duplication of network programming or syndicated exclusivity at least sixty (60) days prior to the date upon which the protection requested is applicable ("Alternate Notice"). Operator shall, to the extent required pursuant to such regulations, begin providing the protection requested as of the date such protection is applicable under the pertinent agreement granting such protection. For clarity, nothing herein shall be deemed to either expand or diminish the rights and obligations of either Scripps or Operator under 47 C.F.R. §§ 76.94 and/or 76.105, except with respect solely to the waiver of notice set forth above.

(b) Protection Against Imported Signals. Provided a Station gives Operator or any System a written request in respect of non-duplication of network programming or syndicated exclusivity of the pertinent component program transport stream within a Station's Digital Signal, Operator shall comply with such request as against imported digital broadcast signals

from outside that Station's DMA to the same extent as it would be required, under then-current FCC rules, to comply with such request by the Station for its former analog signal as against imported broadcast signals from outside that Station's DMA.

#### **14. Warranties and Indemnities.**

(a) Scripps Representations. Scripps represents and warrants to Operator that (i) Scripps is a corporation duly organized and validly existing and in good standing under the laws of the state of jurisdiction of its creation; (ii) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; (iii) it is under no contractual or other legal obligations that shall in any way interfere with its full, prompt, and complete performance hereunder; and (iv) the individual executing the Agreement on behalf of Scripps and the Stations has the authority to do so. If Scripps's authority to grant retransmission consent should be withdrawn or altered by any program supplier or network, Operator, shall upon receipt of a request in writing from Scripps, terminate the retransmission and carriage of any affected Station(s), Signal(s), program transport stream(s), or program(s) on Systems as directed by Scripps, provided that Scripps makes a similar demand with respect to all other cable operators and/or MVPDs serving subscribers in the affected geographic area(s) to terminate the retransmission and carriage of any affected Station(s), Signal(s), program transport stream(s), or program(s) at the same time that Operator is required to so terminate such retransmission.

(b) Operator Representations. Operator represents and warrants to Scripps that (i) Operator is a corporation, limited liability company, partnership, or limited partnership duly organized and validly existing under the laws of the state of jurisdiction of its creation; (ii) Operator has the power and the authority to enter into this Agreement and to fully perform its obligations hereunder; (iii) Operator is under no contractual or other legal obligations that shall in any way interfere with its full, prompt, and complete performance hereunder; and (iv) the individual executing this Agreement on its behalf has the authority to do so.

(c) Additional Operator Representations. Operator further represents and warrants that (i) as of the date hereof, it owns, controls, or solely manages each System; (ii) each System is either a "cable system," SMATV, or other "multi-channel video programming distributor" (as defined in Section 602 of the Act and/or the FCC's rules and regulations); (iii) it has, together with the rights granted to it hereunder, acquired necessary rights, licenses, consents, permissions and authorizations, and permits from all relevant authorities, including copyrights, patents, trademarks, service marks, and trade names necessary to retransmit the Signals as provided herein and that, during the Term, it shall continue to maintain or obtain the same; and (iv) it is in full compliance with all laws and FCC regulations that materially relate to this Agreement.

(d) General Indemnification. Operator and Scripps shall each indemnify, defend, and forever hold harmless the other, the other's affiliated companies and entities, and their respective officers, directors, trustees, employees, and partners against and from any and all liabilities, claims, costs, damages, and expenses (including, without limitation, reasonable counsel fees, disbursements, and court and administrative costs) (collectively, "Losses") arising out of any material breach by them of any warranty, covenant, or representation contained herein.

(e) Additional Scripps Indemnification. Without limiting Section 14(d) herein, Scripps shall indemnify, defend, and forever hold harmless Operator, its affiliated companies and entities, and their respective officers, directors, trustees, employees, and partners from and against any and all Losses arising out of the broadcast of the Stations' Signals, including, without limitation, any claims based upon libel, slander, defamation, invasion of the right of privacy or publicity, violation or infringement of copyright (excluding music performance rights), obscenity, indecency, profanity, or any other form of unprotected speech, or otherwise arising out of the broadcast of the Stations' Signals.

(f) Additional Operator Indemnification. Notwithstanding Section 14(e) herein and without limiting anything in Section 14(d) herein, Operator shall indemnify, defend, and forever hold harmless Scripps, its affiliated companies and entities, and their respective officers, directors, trustees, employees, and partners (i) from and against all taxes, franchise fees, statutory, private, or other copyright license fees, and other similar charges arising out of the retransmission of the Stations' Signals by every System to its Subscribers or the sale, rental, license, exhibition, possession, or use of the Signals or any equipment used in connection with the Signals and also (ii) from and against any and all Losses, including, without limitation, any claims based upon libel, slander, defamation, invasion of the right of privacy or publicity, violation or infringement of copyright (including music performance rights), obscenity, indecency, profanity, or any other form of unprotected speech, or otherwise arising out of any content that Operator may insert into, delete from, or impose upon any Signal. Operator, and not Scripps, shall be fully liable for all claims and responsible for all matters with respect to Subscribers, except for claims for which Scripps is obligated to indemnify Operator under this Agreement.

(g) Survival. The indemnities contained in this Section shall survive the expiration or earlier termination of this Agreement.

**15. Force of Nature.** Neither Scripps nor Operator shall have any rights against the other party hereto for any delay, preemption, or other failure to perform when such delays, preemptions, or failures are due to an act of God, inevitable accident, fire, flood, tornado, hurricane, strike, lockout or other labor dispute, act of government or governmental instrumentality (whether federal, state, or local), failure of performance by a common carrier, failure in whole or in part at technical facilities, or any other cause (financial inability excepted) beyond such party's reasonable control, provided that the foregoing shall not apply to a party's obligations under Sections 14(d), (e) and/or (f). In the event of any such delay, preemption, or failure, the affected performing party shall promptly notify the other party of the nature and anticipated length of continuance of such force of nature, and, during such period, both parties shall be excused from performance.

**16. Right to Terminate.**

(a) Termination as to Divested Systems and Stations. Scripps, in addition to all other rights and remedies available to it under this Agreement or applicable law, may, pursuant to Section 17(c), terminate this Agreement as to any System which ceases to be a "System" hereunder if Operator has not, in response to a request by Scripps, obtained the Assumption

Agreement (as defined below), from the new owner of such System. Operator, in addition to all other rights and remedies available to it under this Agreement or applicable law, may, pursuant to Section 17(c), terminate this Agreement as to any Station which ceases to be a "Station" hereunder if Scripps has not, in response to a request by Operator, obtained the Assumption Agreement from the new owner of such Station.

(b) Termination for Breach. Either Scripps or Operator, in addition to all other remedies that may be available to it under this Agreement or under applicable law, may elect to terminate this Agreement, effective at any time, and be relieved of any further liabilities and obligations hereunder, by giving the other party written notice, if the other party has made a material misrepresentation or has materially breached its duties or obligations hereunder and such misrepresentation or breach is not cured within thirty (30) days of such notice and such breach by its nature may be cured within thirty (30) days, or if not, the party in breach shall have an additional thirty (30) days to cure provided it has made good faith attempts to cure within the initial thirty (30) day period.

## 17. Assignment.

(a) Limitations on Operator's Right to Assign. Subject to Section 17(c) herein, this Agreement may not be assigned by Operator without the prior written consent of Scripps, which consent shall not be unreasonably withheld, except that Operator may assign or transfer this Agreement, in whole or in relevant part, without the consent of Scripps, but upon as much prior written notice as is reasonably practicable under the circumstances, to any party acquiring all, or substantially all, of the assets of Operator or of one or more Systems (a "System Sale"), or in connection with, or as the result of, any pledge, mortgage, or security agreement(s) securing any indebtedness of Operator or any entity controlled by, in control of, or under common control with Operator. In the event of any valid assignment of this Agreement by Operator in connection with a System Sale, Operator shall be relieved of all obligations arising with respect to each such System(s), and Scripps shall look solely to such assignee for enforcement of such obligation.

(b) Limitations on Scripps's Right to Assign. Subject to Section 17(c) herein, this Agreement may not be assigned by Scripps without the prior written consent of Operator, which consent shall not be unreasonably withheld, except that Scripps may assign or transfer this Agreement, in whole or in relevant part, without the consent of Operator, but upon as much prior written notice as is reasonably practicable under the circumstances, to any party acquiring all, or substantially all, of the assets of Scripps or of one or more Stations (a "Station Sale"), or in connection with, or as the result of, any pledge, mortgage, or security agreement(s) securing any indebtedness of Scripps or any entity controlled by, in control of, or under common control with Scripps. In the event of any valid assignment of this Agreement by Scripps in connection with a Station Sale, Scripps shall be relieved of all obligations arising with respect to each such Station(s), and Operator shall look solely to such assignee for enforcement of such obligation.

(c) Assumption Agreement Required. In the event that Operator or Scripps, as the case may be (each in its capacity as such, the "Assignor") proposes to assign this Agreement in connection with a System Sale or Station Sale, as the case may be, the Assignor will so notify the

other party hereto in writing not less than thirty (30) days prior to the effective date of such assignment or transfer, and such other party may, at its sole discretion, request that the Assignor procure and deliver to such other party a written assumption agreement, in form and substance reasonably acceptable to such party, indicating that the proposed assignee or transferee agrees to assume all of the Assignor's obligations hereunder (an "Assumption Agreement"). If the Assignor fails to provide such Assumption Agreement and does not cure such failure within thirty (30) days after receiving a written request therefor from the other party, then such other party may terminate this Agreement as to any affected System(s) or affected Station(s), as the case may be, on thirty (30) days' prior written notice to the Assignor.

**18. Subsequently Acquired Stations and Subsequently Acquired Systems.**

(a) Carriage of Acquired Stations.

(i) Operator hereby agrees that the Signal of any television station of which Scripps, or any entity controlling, controlled by, or under common control with Scripps, acquires ownership, directly or indirectly, or management of after the date hereof and that meets the definition of a "Station" hereunder (each, an "Acquired Station") shall be carried under the terms and conditions of this Agreement at all times during the Term from and after the date of such acquisition by all Systems that: (A) are carrying the Acquired Station's pertinent program transport stream(s) on the date of said acquisition, subject to such Acquired Station providing a signal of such program transport stream that meets the FCC's good quality signal standards; (B) are located entirely in the DMA of the Acquired Station or in part in the DMA of such Station and serves at least five hundred (500) Subscribers located in such Station's DMA; or (C) are outside such Acquired Station's DMA where such Station is "significantly viewed" and such Station is carried by a System as of the date of such acquisition. Each such Acquired Station, upon becoming an Acquired Station, shall be included under the definition(s) of "Station" hereunder, shall be deemed added to Attachment A as of the effective date of such acquisition, and shall be subject to all the terms and conditions of this Agreement.

(ii) If, at the time an Acquired Station is acquired by Scripps, the Acquired Station's Signal is not carried by the System(s) in full accord with this Agreement, then each such System shall, to the extent not otherwise inconsistent with the FCC's rules and applicable law, carry the Signal of the Acquired Station in full accord with this Agreement as soon as reasonably practicable (with Operator exercising commercially reasonable efforts to do so within ninety (90) days after such acquisition), and in no event more than one hundred twenty (120) days, after the acquisition. Operator's obligation to pay any Fees required hereunder shall become effective on the date of acquisition (if the Signal or component transport stream is already being carried by a System on such date) or launch (if the Signal or component transport stream is not being carried by a System on such date).

(b) Carriage on Acquired Systems.

(i) Any cable television system, SMATV system, or other multi-channel video programming distribution system whose ownership or management, as defined in Section 2 hereof, is acquired by Operator subsequent to the date hereof (each, an "Acquired

System”) shall, subject to Section 18(b) herein and the other terms and conditions of this Agreement, carry the Signal of each Station pursuant to the following: (A) each such Acquired System shall continue to carry the Signal of each such Station that is being carried by such Acquired System as of the date of such acquisition, subject to such Station providing a signal that meets the FCC’s good quality signal standards; (B) each Station’s Signal shall be carried by each such Acquired System that is (1) is located entirely in the DMA of such Station, or (2) is located in part in the DMA of such Station and serves at least five hundred (500) Subscribers located in such Station’s DMA; and (C) each Acquired System outside such Station’s DMA shall continue to carry the Signal of each such Station in any part of the Acquired System’s service or franchise area where the Signal is “significantly viewed” (but which shall, unless subsequently modified, include those geographical areas where the Station’s prior analog signal was “significantly viewed” at the time the Station permanently ceased broadcasting an analog signal) by all Subscribers in such Acquired System if such Station is being carried by such Acquired System as of the date of acquisition. An Acquired System shall be included under the definition of “System” herein and, upon becoming an Acquired System, shall be subject to all the terms and conditions of this Agreement. Operator shall furnish to Scripps, within sixty (60) days of a System becoming an Acquired System hereunder, a revised Attachment B incorporating into this Agreement each such Acquired System; provided, however, that failure by Operator to provide a revised Attachment B shall not be deemed a material breach hereunder and shall not subject Operator to incur any liability in relation thereto.

(ii) If, at the time an Acquired System is acquired by Operator, such Acquired System does not carry or does not carry in full accord with this Agreement any Station(s), then such Acquired System shall, to the extent not inconsistent with the FCC’s rules and applicable law, carry the Signal of such Station(s) in full accord with this Agreement as soon as reasonably practicable (with Operator exercising commercially reasonable efforts to do so within ninety (90) days after such acquisition), and in no event more than one hundred twenty (120) days after such acquisition. Operator’s obligation to pay any Fees required hereunder shall become effective on the date of acquisition (if the Signal or component transport stream is already being carried by the pertinent Acquired System on such date) or launch (if the Signal or component transport stream is not being carried by the pertinent Acquired System on such date).

19. [Reserved.]

20. **Viewership Data.** Upon written request and prior agreement to pay for all reasonable costs associated with such request, and to the extent technically feasible, Operator shall provide to Scripps aggregate viewership data and statistics as derived from set-top box data, as reasonably requested by Scripps, for each transport stream contained within the Digital Signal, including any downconverted Primary Transport Stream pursuant to Section 4(d), provided that such viewership data or statistics shall not identify or allow the identification of any particular Subscriber. Such viewership data shall (i) include, at a minimum, viewership data by daypart showing the percentage of television sets in a Station’s DMA viewing each program on a live basis, and, to the extent technically feasible, on live plus seven (7) days basis (*i.e.*, showing DVR viewing separately), and (ii) be provided to Scripps within thirty (30) days of the end of each calendar month to the address set forth in Section 22. Operator agrees that Scripps may disseminate any such viewership data to third parties, including advertisers.

21. **No Waiver.** No waiver of this Agreement shall be deemed to have occurred, nor shall any breach be deemed excused, unless the waiver or excuse is in writing and signed by the party against whom the waiver or excuse is to be asserted.

22. **Notices.** Operator shall provide Scripps with written notice of any changes in any System's operations or actions taken by the System or Operator that have a reasonable likelihood of affecting a Station. Such notice shall be given thirty (30) days prior to the effective date of the change or action unless otherwise noted herein; provided, however, that failure by Operator to provide such notice shall not be deemed a material breach hereunder. All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be delivered personally or sent by facsimile, a reputable overnight courier service, or by registered or certified mail addressed as follows or to such address as may be specified in writing by the party to whom the notice is to be given:

To Scripps:

Scripps Media, Inc.  
312 Walnut Street, 28th Floor  
Cincinnati, Ohio 45202  
Attention: Brian Lawlor, Senior Vice President/Television  
Phone: (513) 977-3000  
Fax: (513) 977-3024

with a copy to:

Scripps Media, Inc.  
312 Walnut Street, 28th Floor  
Cincinnati, Ohio 45202  
Attention: William Appleton, Esq., Senior Vice President and General Counsel  
Phone: (513) 977-3997  
Fax: (513) 977-3042

and

Wade H. Hargrove, Esq.  
David Kushner, Esq.  
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.  
Wells Fargo Capitol Center  
150 Fayetteville Street, Suite 1600  
Raleigh, North Carolina 27601  
Phone: (919) 839-0300  
Fax: (919) 839-0304

To Operator:

Charter Communications Holding Company, LLC  
6399 South Fiddler's Green Circle 6th Floor  
Greenwood Village, Colorado 80111  
Attention: SVP, Programming  
Fax: (303) 323-1317

with a copy to:

Charter Communications Holding Company, LLC  
12405 Powerscourt Drive  
St. Louis, Missouri 63131  
Attention: General Counsel  
Fax: (314) 965-6640

Such notices or other communications shall be deemed received (a) on the date delivered or sent, if delivered personally or sent by telecopy or telefax, (b) the day after being sent, if sent by a reputable overnight courier service, or (c) three business days after being sent, if sent by registered or certified mail.

**23. No Joint Venture or Relationship with Subscribers.** Nothing in this Agreement shall create any joint venture or principal-agent relationship between Scripps and Operator. No Subscriber of Operator shall be deemed to have any direct or indirect contractual relationship with Scripps by virtue of this Agreement, nor shall any Subscriber be deemed to be a third party beneficiary of this Agreement.

**24. Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

**25. Applicable Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the jurisdiction of New York (excluding choice-of-law provisions thereof), subject to all applicable rules, regulations, and orders, including without limitation provisions of the Act and regulations of the FCC.

**26. Specific Performance.** Both Scripps and Operator acknowledge and agree that each would be damaged irreparably in the event any of the provisions of Sections 3, 4, 5, 13, 14(a) (last sentence), 14(d), 14(e), 14(f), 18, or 30 of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, Scripps and Operator agree that, in any action for a temporary restraining order, preliminary injunction, and/or permanent injunction to prevent breach(es) of such provisions of this Agreement and to enforce specifically this Agreement and such terms and provisions hereof brought in any court of the United States or any state thereof having jurisdiction over the parties and the matter, the plaintiff shall not have the burden of proving irreparable harm and the defendant agrees that irreparable harm shall be deemed demonstrated. Each party hereto agrees that the exclusion of other Sections of this Agreement from the foregoing list of provisions is not intended to prejudice the right of either party to argue that it will be irreparably damaged by the breach of such Sections.

27. **Captions and Headings.** Captions and headings used in this Agreement are for convenience only and shall not be deemed to be part of this Agreement.

28. **Reservation of Rights.** This Agreement conveys to Operator only those rights that are expressly stated. All other rights with regard to a Station's Signal not specifically granted herein are reserved to Scripps, including, but not limited to, the right to control retransmission of a Station's Signal by means of any other technological platforms, whether now known or hereafter coming into existence, including, but not limited to, the public Internet, wireless, and mobile technologies, and the right to enter into retransmission consent agreements for the Station(s) with other operators of cable television systems, SMATVs, or multi-channel distribution systems. Nothing herein shall affect any other rights Scripps may have in relation to the Systems, including, but not limited to, syndicated exclusivity or network non-duplication rights.

29. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral agreements, representations, and conditions between the parties with respect thereto. This Agreement may be modified or amended only by a written instrument signed by Scripps and the Operator.

30. **Confidentiality.** Neither Operator nor Scripps shall disclose to any third party (other than its respective employees, in their capacity as such) (i) the terms of this Agreement (other than its existence and duration), (ii) any confidential information provided by one party to the other during the Term of this Agreement, or (iii) any confidential business information concerning the other derived in the course of performance, including, but not limited to, any information relating to identification of Subscribers or financial material, except: (a) to the extent necessary to comply with law or the valid order of a court or agency of competent jurisdiction, and to submit reports and disclosure as may be required by the rules of any exchange or market on which Operator's or Scripps's (or their successors') securities are traded; (b) as part of its normal reporting to or review procedure of its parent company, its auditors, its attorneys, and its authorized agents, to *bona fide* potential or active lenders, or to *bona fide* potential investors or acquirors of a Station(s) or System(s), or to the auditors of Scripps's programming supplier(s) to the extent Scripps is contractually obligated to provide such confidential information pursuant to its agreement(s) with such programming supplier(s), provided that any such lenders, investors or acquirers, or auditors of Scripps's programming supplier(s) agree to be bound by a non-disclosure agreement containing confidentiality provisions at least as restrictive as the provisions of this Section 30; (c) in order to enforce its rights pursuant to this Agreement; and (d) if mutually agreed by Operator and Scripps in writing.

31. **Counterparts.** This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

CHARTER COMMUNICATIONS  
HOLDING COMPANY, LLC

By: Charter Communications, Inc.,  
its Manager

By Allen S  
Name: ALLAN SINGEL  
Title: SVP

SCRIPPS MEDIA, INC.

By William Appleton  
Name: WILLIAM APPLETON  
Title: SVP & GENERAL COUNSEL

**ATTACHMENT A  
STATIONS**

As of 01/01/12

<b>CALL LETTERS</b>	<b>MAJOR CHANNEL</b>	<b>R.F. CHANNEL</b>	<b>CITY OF LICENSE</b>	<b>DMA</b>
KERO-TV	23	10	Bakersfield, CA	Bakersfield
KGTV-TV	10	10	San Diego, CA	San Diego
KJRH(TV)	2	8	Tulsa, OK	Tulsa
KMCI(TV)	38	41	Lawrence, KS	Kansas City
KMGH-TV	7	7	Denver, CO	Denver
KNXV-TV	15	15	Phoenix, AZ	Phoenix (Prescott)
KSHB-TV	41	42	Kansas City, MO	Kansas City
KZCO-LD	17	17	Denver	Denver
KZCS-LP	23	23	Colorado Springs, CO	Colorado Springs-Pueblo
KZFC-LP	36	36	Windsor, CO	Denver
KZKC-LP	42	42	Bakersfield, CA	Bakersfield
KZSD-LP	41	41	San Diego, CA	San Diego
WCPO-TV	9	10	Cincinnati, OH	Cincinnati
WEWS-TV	5	15	Cleveland, OH	Cleveland-Akron (Canton)
WFTS-TV	28	29	Tampa, FL	Tampa-St. Petersburg (Sarasota)
WMAR-TV	2	38	Baltimore, MD	Baltimore
WPTV(TV)	5	12	West Palm Beach, FL	West Palm Beach-Ft. Pierce
WRTV(TV)	6	25	Indianapolis, IN	Indianapolis
WXYZ-TV	7	41	Detroit, MI	Detroit

**ATTACHMENT B**

**EXISTING SYSTEMS SUBJECT TO THIS AGREEMENT**

As of 01/01/12

<b>STATION CALL LETTERS</b>	<b>HEADEND NAME</b>	<b>"CHANNEL LINEUP"/SYSTEM NAME</b>	<b>SYSTEM'S PRIMARY TELEVISION MARKET</b>	<b>PRIMARY FEED CHAN. NUMBER</b>	<b>DMA SYSTEM HD CHAN. NO.</b>
<b>KMCI-IND</b> (Kansas City)	Warrensburg	Clinton, MO (Reb.)	Kansas City	13	
	Warrensburg	Warrensburg, MO (Reb.)	Kansas City	13	
<b>WXYZ-ABC</b> (Detroit)	Davison	Almont Township, MI (Nonreb.)	Detroit	7	
	Davison	Almont Township, MI (Reb.)	Detroit	7	782
	Davison	Davison, MI	Flint,	7	
	Davison	Durand, MI (Reb.)	Flint	7	
	Davison	Fenton, MI	Flint	7	
	Davison	Lapeer, MI (Reb.)	Detroit	7	782
	Davison	Livingston, MI (Reb.)	Detroit	7	782
	Davison	North Branch, MI	Detroit	7	
	Davison	Oxford, MI (Non-Reb.)	Detroit	7	
	Davison	Oxford, MI (Rebuild)	Detroit	7	782
	Monroe	Monroe, MI (Reb.)	Detroit	7	782
	Thetford	Thetford, MI	Flint	7	
<b>KMGH-ABC</b> (Denver)	Sidney	Kimball, NE (Direct)	Denver	7	
	Sidney	Sidney, NE (Direct)	Denver	7	
	North Platte	Ogallala, NE	Denver	18	
<b>KSHB-NBC</b> (Kansas City)	Warrensburg	Clinton, MO (Reb.)	Kansas City	12	782
	Warrensburg	Warrensburg, MO (Reb.)	Kansas City	12	782

As of the date hereof, no Systems in the Denver DMA are able to receive a good quality signal over the air from either Station KZCO-LD or Station KZFC-LP.

## ATTACHMENT C

### TECHNICAL SPECIFICATIONS FOR RETRANSMISSION OF DIGITAL SIGNALS

The remodulation, remultiplexing, and retransmission by each System of the Digital Signal of any Station must meet or exceed the following technical specifications at all times during the Term; provided, however, these specifications shall not be applicable to a Digital Signal that is downconverted and retransmitted as an analog signal in conformity with the Agreement:

1. The Digital Signal must be encoded using MPEG encoding standards and remodulated and remultiplexed as follows:

(a) For Systems using traditional cable plant:

(i) For those transport stream(s) within the Digital Signal which are in high-definition format (1080i or 720p) ("HD Feed"), (A) each HD Feed will be in a statistical multiplex pool with, in the case of a 64 QAM System using MPEG2 encoding, no more than 1 other service in high-definition format; in the case of a 64 QAM System using MPEG4 encoding, no more than 2 other services in high-definition format; in the case of a 256 QAM System using MPEG2 encoding, no more than 2 other services in high-definition format; or, in the case of a 256 QAM System using MPEG4 encoding, no more than 4 other services in high-definition format; (B) Operator shall not discriminate between the maximum and minimum bit rates afforded to such HD Feed in comparison to that afforded to each feed or service in high-definition format in the statistical multiplex pool containing such HD Feed; and (C) any rate-shaping of an HD Feed shall not result in a reduction in the instantaneous bit rate any less favorable to such HD Feed than the rate-shaping applied to any other feed or service in high-definition format in the statistical multiplex pool containing such HD Feed.

(ii) For those transport stream(s) in any digital format other than a high-definition format ("SD Feed"), (A) each SD Feed will be in a statistical multiplex pool with, in the case of a 64 QAM System using MPEG2 encoding, no more than 8 other services in standard-definition format; in the case of a 64 QAM System using MPEG4 encoding, no more than 12 other services in standard-definition format; in the case of a 256 QAM System using MPEG2 encoding, no more than 12 other services in standard-definition format; or, in the case of a 256 QAM System using MPEG4 encoding, no more than 17 other services in standard-definition format; (B) Operator shall not discriminate between the maximum and minimum bit rates afforded to such SD Feed in comparison to that afforded to each feed or service in standard-definition format in the statistical multiplex pool containing such SD Feed; and (C) any rate-shaping of an SD Feed shall not result in a reduction in the instantaneous bit rate any less favorable to such SD Feed than the rate-shaping applied to any other feed or service in standard-definition format in the statistical multiplex pool containing such SD Feed.

(b) For Systems using "switched video" or IPTV technology:

(i) For those transport stream(s) within the Digital Signal which are in high-definition format (1080i or 720p) ("HD Feed"), (A) the maximum bit rate of each HD Feed shall not be less than the maximum bit rate for any other over-the-air broadcast feed or service in high-definition format; (B) Operator shall not discriminate between the maximum and minimum bit rates afforded to such HD Feed in comparison to that afforded to each feed or service in high-definition format; and (C) any rate-shaping of an HD Feed shall not result in a reduction in the instantaneous bit rate any less favorable to such HD Feed than the rate-shaping applied to any other feed or service in high-definition format in the statistical multiplex pool containing such HD Feed.

(ii) For those transport stream(s) in any digital format other than a high-definition format ("SD Feed"), (A) the maximum bit rate of each SD Feed shall not be less than the maximum bit rate for any other over-the-air broadcast feed or service in standard-definition format; (B) Operator shall not discriminate between the maximum and minimum bit rates afforded to such SD Feed in comparison to that afforded to each feed or service in standard-definition format; and (C) any rate-shaping of an SD Feed shall not result in a reduction in the instantaneous bit rate any less favorable to such SD Feed than the rate-shaping applied to any other feed or service in standard-definition format in the statistical multiplex pool containing such SD Feed.

2. The compression and remultiplexing of the Digital Signal will not result in any visual or aural impairments, degradation in signal quality or artifacts of digital compression (collectively, "Signal Impairments"), as compared to the signal quality of the Digital Signal as received by Operator. Signal Impairments include, but are not limited to: degradation of the signal-to-noise ratio, macroblocking, aliasing, quantization noise, pixelization, posterization, "Gibbs" (mosquito) effect, quilting, loss of resolution, loss of chrominance, loss of luminance, loss of dynamic range, blurring, or introduction of video or audio noise.

3. The Digital Signal shall not be distributed using any form of public Internet delivery. Notwithstanding the foregoing, the Digital Signal may be distributed by Operator utilizing IPTV technology as set forth in Section 2 of the Agreement.

4. The Digital Signal shall be retransmitted in a manner as favorably as the digital signal of any other over-the-air broadcast television signal or other video service distributed by such System, including without limitation in terms of signal quality, compression ratio, minimum and average bit rate allocation, selection of statistical multiplex pool, and type and amount of material included within the digitized signal bandwidth. However, the signal quality as retransmitted by a System shall not be required to be superior to the quality of such signal as received by such System.

5. As specified in the Agreement, the retransmitted feeds of the Digital Signal must be delivered to each System's Subscribers on a simultaneous carriage basis, without unauthorized interruption, delay, addition, deletion, or alteration or recording or duplication of

any kind; provided that, it is understood and agreed that delays in transmission are permitted to the extent necessary to process video and audio feeds in different formats.

6. Any digitization, compression, remultiplexing, encryption and/or distribution processes which do not meet the foregoing specifications must be reviewed and approved in writing by Owner's technical staff (which review and approval shall not be unreasonably withheld, conditioned or delayed) prior to any alteration or manipulation of the Signal.

7. The Digital Signal as retransmitted to Subscribers must include all signal distribution capacity contained within the bandwidth of the Digital Signal as transmitted by the Station, except as otherwise provided for in the Agreement. Each System shall distribute to all Subscribers all Program-Related Material as specified in the Agreement, including without limitation, all closed captioning, second language audio (including video description content), ratings information, data or information that the FCC requires cable systems to transmit at any time, and other data or material contained in the Station's signal that is pertinent to the video and/or audio carried by the Station's signal. Inasmuch as the Nielsen watermarking rating system is audio based, the audio channel(s) contained within the digital signal shall not be compressed, altered, or filtered below the following rates: 96 Kbps per channel, 192 Kbps for stereo, and a combined bit rate of 384 Kbps for Dolby AC3 (5.1 channels). Additionally, Operator shall preserve the Dolby Dialnorm as supplied.

## ATTACHMENT D

### ADDITIONAL CONSIDERATION

1. **Fees.** In consideration of all the rights and benefits granted to Operator in the Retransmission Consent Agreement to which this Attachment D is attached (the "Agreement"), except as otherwise set forth therein, including, without limitation, the grant of retransmission consent as set forth therein by Scripps on behalf of the applicable Stations carried by the System(s), Operator hereby agrees to pay the monthly retransmission consent fees set forth in the respective tables below for the corresponding calendar year of the Term, prorated for partial months, if applicable, (a) for each Viewing Subscriber (as defined herein) of Systems that retransmit the Primary Transport Stream of a Big 4 Station, (b) for each Viewing Subscriber of Systems that retransmit a Station's Qualifying Multicast Transport Stream (as defined herein), and (c) for each Viewing Subscriber of Systems that retransmit Station KMCI so long as KMCI is not affiliated with a Big 6 Network, calculated using the rate set forth below corresponding to the transport stream primarily affiliated with the applicable network, specifically as follows and subject to the terms of this Agreement (collectively, the "Fees").

A "Qualifying Multicast Transport Stream" means a Station's Multicast Transport Stream that constitutes the sole pertinent Big 4 Network affiliate licensed to a community in its DMA (a "Qualifying Big 4 Multicast Transport Stream").

#### Monthly Retransmission Consent Fees

For Each Primary Transport Stream and For Each Qualifying Multicast Transport Stream of Any Station (Including Acquired Stations) Affiliated with a Big 4 Network (Except Station KMGH or Station KMCI) or of Station KMCI Should It Become Affiliated with a Big 4 Network

<u>Period</u>	<u>Fee Per Viewing Subscriber Per Month</u>	
	For In-DMA Viewing Subscribers	For Non-DMA Viewing Subscribers
Calendar Year 2012	\$0.43	\$0.15
Calendar Year 2013	\$0.46	\$0.18
Calendar Year 2014	\$0.49	\$0.21

For Each Primary Transport Stream and For Each Qualifying Multicast Transport Stream of  
Station KMGH

<u>Period</u>	<u>Fee Per Viewing Subscriber Per Month</u>	
	For In-DMA Viewing Subscribers	For Non-DMA Viewing Subscribers
Calendar Year 2012	\$0.32	\$0.00
Calendar Year 2013	\$0.37	\$0.00
Calendar Year 2014	\$0.40	\$0.00

For Station KMCI  
So Long As It Is Not Affiliated with a Big 6 Network

<u>Period</u>	<u>Fee Per Viewing Subscriber Per Month</u>	
	For In-DMA Viewing Subscribers	For Non-DMA Viewing Subscribers
Calendar Year 2012	\$0.10	\$0.00
Calendar Year 2013	\$0.12	\$0.00
Calendar Year 2014	\$0.14	\$0.00

Notwithstanding anything to the contrary in the Agreement, should a Station become affiliated with the CW (or CW Plus) or MyNetwork Television Network ("Netlet"), the parties agree to negotiate in good faith for retransmission of the program transport stream containing such Netlet programming, and if, after thirty (30) days, the parties fail to agree, Scripps shall have the right to terminate the retransmission by Operator of the relevant program transport stream.

For the avoidance of doubt, Operator is not obligated to pay the Fees for its retransmission to Subscribers of more than one program transport stream of any Station of the same affiliation in multiple formats (e.g., no additional fee is applicable to Viewing Subscribers of a System retransmitting a CBS-affiliated feed in HD Format, SD Format and downconverted to analog); provided, however, a Station whose Primary Transport Stream is a qualifying CBS affiliate and that also transmits a Fox-affiliated Qualifying Big 4 Multicast Program Stream would be entitled to be paid for two (2) streams pursuant to the terms hereof.

"Viewing Subscribers" shall, subject to the last sentence of Section 3(b) herein, mean: (A) with respect to the retransmitted Primary Transport Stream of a Station then included under this Agreement, Subscribers located (1) in the DMA of such Station, or (2) in an area outside the Station's DMA as indicated above; or (B) with respect to the retransmitted Qualifying Multicast

Transport Stream of any such Station, Subscribers located in the DMA of such Station; provided, as to clauses (A) and (B), such Subscriber is equipped and capable of receiving and viewing the pertinent retransmitted Primary Transport Stream or Qualifying Multicast Transport Stream of a full-power Station in the format in which such Signal or stream is retransmitted by a System, excluding Non-Pay Subscribers (as defined herein), prorated for partial months. For clarity, the definition of "Viewing Subscriber" is intended to apply with respect to Acquired Stations and/or Acquired Systems as may be applicable under the Agreement.

"Non-Pay Subscribers" shall mean (i) employees of Operator or any of its affiliates, (ii) public officials, administrative personnel or public buildings, or Stations (that, as to clauses (i) and (ii) are not charged for basic television service), or (iii) subscribers who have not paid their monthly subscription rate for a given month and are subsequently disconnected; provided that the aggregate number of Non-Pay Subscribers excluded from any Subscriber count in a given month pursuant to clauses (i)-(iii) shall not exceed one and one quarter percent (1.25%) of all Subscribers for such month.

2. **Payment.** Payment of the Fees required pursuant to this Agreement for each month shall be sent to:

Scripps Media, Inc.  
312 Walnut Street, 28th Floor  
Cincinnati, Ohio 45202  
Attention: Chief Financial Officer

All payments will be made no later than forty-five (45) days following the end of the month for which payment is due. Scripps shall have the right to assess, against past-due payments, interest at the rate of one percent (1%) per month or, if less, the maximum rate allowed by law, and Operator shall be liable for all reasonable costs and expenses (including, without limitation, reasonable attorney's fees and court costs) incurred by Scripps in collecting any past-due payments, provided that Scripps provides to Operator at least thirty (30) days' prior written notice of Scripps' intent to refer any such past-due payments to an attorney or collection agency.

3. **Reporting.** Each payment of the Fees will be accompanied by a report, on a System by System basis, setting forth an explanation of the Fee calculation for each Station, including the number of Viewing Subscribers during such month. For purposes of calculating the Fees for each pertinent month, the number of Viewing Subscribers shall be equal to the average of the actual number of such Viewing Subscribers as of the billing month end immediately preceding the month at issue and the number of such Viewing Subscribers as of the billing month end two (2) months prior to the month at issue (*e.g.*, the number of such Viewing Subscribers used to calculate the Fees for August shall be calculated by taking the average of the number of such Viewing Subscribers as of the July billing month end and the June billing month end). Bulk accounts (*i.e.*, accounts billed on a bulk rate basis by Operator and in which no unit has a separate account) may be counted and paid on an equivalent bulk unit ("EBU") basis. Subject to the foregoing, EBUs shall be calculated according to the following formula:

(a) the total monthly bulk rate charged by Operator to a particular bulk customer for the entire MDU (including apartment or condominium complexes, hotels, or hospitals) for the basic tier of service (or, if no such tier of service exists, the tier of service provided to the greatest number of a System's Subscribers); divided by

(b) the monthly rate charged by Operator to such System's non-bulk rate residential Subscribers for the same level of television programming service.

**4. Audit Rights.** Operator shall keep accurate and complete records and accounts of billings, Subscribers and all matters which pertain to a Station and are relevant to or required by this Agreement. During the Term and for one (1) year thereafter, upon reasonable prior written notice to Operator, subject to the terms of this Section 4 and during normal business hours, Scripps shall have the right, at its sole expense and via the Independent Auditor (as defined herein), to examine and audit such records and accounts that govern compliance with the provisions of this Attachment D (the "Payment Provisions"). Any such audit shall be conducted on behalf of Scripps by an independent public accounting firm or independent auditing firm that does not audit, or otherwise provide services to (other than similar independent auditing services), Scripps or Operator or any entity or person controlling, controlled by, or under common control with Scripps or Operator and that executes a non-disclosure agreement in a format reasonably specified by Operator and that preserves the confidentiality provisions herein (the "Independent Auditor"). If, as a result of an audit, the Independent Auditor determines that Operator has fully complied with the Payment Provisions, then the Independent Auditor shall provide written notice to the parties stating only that Operator has complied. If, as a result of an audit, the Independent Auditor determines that Operator has failed to comply with any Payment Provisions, then, provided that Operator does not in good faith dispute such finding, Operator shall cure the Payment Provision violation to which it is subject (including interest at the rate of one percent (1%) per month or, if less, the maximum rate allowed by law). If Operator, in good faith, disputes the Independent Auditor's findings, Operator shall exercise commercially reasonable efforts, in good faith, to conduct and conclude good-faith discussions regarding such findings with the Independent Auditor within thirty (30) days of the Independent Auditor presenting its findings to Operator. In the event that after such good-faith discussions, the Independent Auditor concludes that Operator, in fact, has complied with the Payment Provisions, then the Independent Auditor shall provide written notice to the parties stating only that Operator has complied. In the event that after such good-faith discussions, the Independent Auditor concludes that Operator has not complied with the Payment Provisions, then Operator shall have the option, at Operator's sole election, either to (a) cure the Payment Provision violation to which it is subject (including interest, as specified above), or (b) authorize the Independent Auditor to provide to Scripps only that limited information acquired during the course of the audit which is necessary for Scripps to pursue its claim or claims related to Operator's non-compliance; any information which is not so necessary shall not be disclosed to Scripps by the Independent Auditor and shall remain strictly confidential.

Scripps's right to perform such audit shall be limited to once in any consecutive twelve-(12)-month period. Any audit with respect to amounts payable hereunder by Operator, if any, shall be limited to an audit with respect to amounts to be paid in the current calendar year and immediately preceding calendar year only. Any claim with respect to such amounts (which must relate to the then-current calendar year or the immediately preceding calendar year) must be