

SCRIPPS NEWS AFFILIATION AGREEMENT

This SCRIPPS NEWS AFFILIATION AGREEMENT (“**Agreement**”) is made and entered into as of March 18, 2024, by and between ION MEDIA NETWORKS, INC. D/B/A SCRIPPS NETWORKS (“**Scripps Networks**”), and MOUNTAIN BROADCASTING CORPORATION (“**Affiliate**”).

1. **Scripps News.**

(a) **Service.** Scripps News shall transmit to Affiliate via satellite (or other digital method mutually agreed to by Scripps News and Affiliate), a 24-hour feed of *Scripps News* programming (the “**Service**”), in [REDACTED].

(b) **Broadcast.** Subject only to Affiliate’s limited right of preemption set forth in Section 4 below, during the Term (as defined below), Affiliate shall have the non-exclusive right and license to exhibit and broadcast the Service, and shall cause the station(s) listed on Exhibit A (each, a “**Station**”) to exhibit and broadcast all of the programming included within the Service (including the Scripps News Inventory, as defined below), solely as scheduled by Scripps News, and solely via the following:

- (i) conventional, free, over-the-air broadcast in [REDACTED] on the digital transport stream of the television signal of each Station as specified on Exhibit A; and
- (ii) any cable/satellite system or other multichannel video programming distributor, as defined by the FCC (each individually an “**MVPD**” and collectively “**MVPDs**”) that retransmits the Station’s digital program stream as specified on Exhibit A within the Station’s DMA as defined below.

(c) **Format.** Each Station shall have the right but not the obligation to exhibit the Service in [REDACTED] in [REDACTED] t. Affiliate shall cause each Station to exhibit the Service in [REDACTED] whether the Station transmits the Service in standard definition or high definition.

(d) **Territory.** [REDACTED]
[REDACTED]
[REDACTED]

(e) [REDACTED]
[REDACTED].

(f) **MVPD.** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(g) **Waiver of Market Exclusivity to News Service Content.** Affiliate acknowledges that Scripps News may from time to time exhibit content acquired from CNN Newsource or other news services. To the extent Affiliate or any station owned or operated by Affiliate has a right of exclusivity against the use of such content by Scripps News in the station's DMA, Affiliate, on its own behalf and on behalf of the applicable station, hereby waives such exclusivity and agrees to execute appropriate documentation evidencing such waiver. Scripps News agrees to credit the station that provided the content to the news service in accordance with the news service's credit guidelines.

(h) **Channel and Channel Position.** Exhibit A lists each Station's channel number on which the Station will broadcast the Service (the "**Service Channel**"). Neither Affiliate nor any Station may move the Service to a Service Channel other than as listed on Exhibit A hereto.

(i) **Affiliate Promotion.** During the Term, Affiliate shall cause each Station to (i) include an approved Scripps News logo with a link to Scripps News's primary website on the home page of the Station's website. In addition, each Station will broadcast in the over-the-air PSIP program guide Service program listings as provided by Scripps News.

(j) **Inventory.** Neither Affiliate nor any Station shall have any right to use, sell, control, or otherwise exploit any commercial or promotional inventory within the Service and all such commercial and promotional inventory shall be solely for the benefit of Scripps News and its designees (collectively, the "**Scripps News Inventory**"), excluding only those limited announcements required by applicable law, including mandatory station identifications.

(k) **Signal Strength and Quality.** Each Station's broadcast of the Service in [REDACTED]

2. **License Fee.** During the Term, Scripps News shall pay to Affiliate an aggregate [REDACTED]

Without limitation to any other rights of Scripps News, the License Fee allocable to any Station shall not be payable for any time that the Station does not broadcast the Service for any reason, including force majeure events (as described in Section 7(c)), other than routine blackouts of limited duration.

3. **Term and Termination.**

(a) **Term.** The term of Affiliate's transmission right and obligation hereunder for each Station (per Station, the "**Term**") shall commence on the first broadcast of the Service by

the Station (the “**Broadcast Date**”) and shall continue through and [REDACTED], unless earlier terminated as set forth herein.

(b) **Station Failure.** Without limiting any rights of Scripps News, if a Station commences to broadcast the Service but then ceases to broadcast the Service as set forth herein (other than routine black-outs), then, without limitation to any other rights of Scripps News, the License Fee allocable to the Station shall be eliminated, and/or Scripps News may terminate the Term hereof.

(c) **Termination.** Notwithstanding the foregoing, the Term for any Station may be earlier terminated:

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

4. **Limited Preemption.**

(a) **Public Interest.** Each Station may preempt programming within the Service for matters of local or national public high-importance, limited to emergencies, major news events, and other matters of a similar nature as allowed by applicable law. Affiliate shall provide notice to Scripps News of such preemption as soon as practical, but not later than twenty-four (24) hours following such preemption.

(b) **Objectionable Material.** Each Station may substitute programming within the Service (including Scripps News Inventory), if Affiliate reasonably believes in good faith that such programming is materially objectionable and unsuitable for public viewing and/or fails to comply with rules and regulations of the FCC. For any Station to exercise its substitution rights under this Section 4(b), Affiliate shall provide notice to Scripps News of such substitution and the justification therefor, not later than 72 hours after receiving notice of the program for which the Station desires to substitute hereunder, and Affiliate shall provide to Scripps News a description of the substitute programming, subject to Section 4(c).

(c) **Substitute Programming.** Notwithstanding anything to the contrary herein, any programming for which a Station is otherwise permitted to preempt or substitute hereunder shall be of a high quality and taste and shall conform to all standards and practices of Scripps News and applicable law and regulations; provided, however, such programming shall not

be paid religion and/or long-form advertising (as such terms are generally understood in the television industry).

5. **Intellectual Property Rights.**

(a) **Localization of Scripps News Brand.** Affiliate may use and customize the Scripps News name and marks to support each Station's market, subject to the prior approval of Scripps News (which approval shall not be unreasonably withheld), subject to policies and guidelines reasonably adopted by Scripps News from time to time.

(b) **Station Name and Marks.** Scripps News may use and display each Station's name, marks, and logos (including the Station's name and call letters) in connection with the marketing and promotion of Scripps News, pursuant to such policies and guidelines reasonably adopted by Affiliate from time to time.

(c) **Music.** [REDACTED]

[REDACTED]

6. **Warranties; Indemnification; Limitations.**

(a) **Mutual Representation.** Each party represents and warrants to the other that it has the full legal right, power and authority to enter into this Agreement and to fully perform its respective obligations hereunder and is not bound by any current or previous agreements or other documents or understandings which adversely affect this Agreement or either party's due performance hereunder.

(b) **Scripps News Representation.** Scripps News represents, warrants and covenants to Affiliate that Scripps News has obtained all necessary programming rights, clearances and authorizations required by applicable law to deliver the Service to Affiliate and to permit Affiliate to broadcast and transmit the Service under the terms hereof.

(c) **Mutual Indemnification.** Each party agrees to indemnify and hold harmless the other party (and its affiliates and their officers, directors, successors, and assigns) from and against all third-party claims arising in consequence of (i) any breach by such party of this Agreement, (ii) any violation of applicable law by such party, and/or (iii) any negligence or more culpable conduct by such party.

(d) **Scripps News Indemnification.** Scripps News further agrees to indemnify and hold harmless Affiliate (and its affiliates and their officers, directors, successors, and assigns) from and against any third-party claims arising from the content of the Service (including the Scripps News Inventory) and any marketing or promotional materials published or provided by Scripps News in relation to the Service.

(e) **Affiliate Indemnification.** Affiliate further agrees to indemnify and hold harmless Scripps News (and its affiliates and their officers, directors, successors, and assigns) from and against any third-party claims arising from any preemption or substitution by Affiliate of the Service, to the extent such preemption or substitution gives rise to a claim.

7. **Miscellaneous.**

(a) **FCC Compliance.** Scripps News shall schedule all programming included within the Service to be in compliance within applicable rules and regulations (including, without limitation, closed captioning and CALM Act requirements, as applicable). Affiliate shall be responsible for downloading the necessary reports [REDACTED]

(a.1) **Compliance Reports.** Scripps News shall provide Affiliate in a timely manner the FCC Issues and Programs List information to facilitate compliance with applicable FCC Issues and Programs List rules.

(a.2) **Political Advertising.** Scripps News shall provide Affiliate in a timely manner all political advertising records to ensure that Affiliate complies with the requirements of the FCC's political broadcast rules.

(a.3) Scripps News agrees to comply with Affiliate's Programming Policy Statement as set forth on Attachment I.

(b) **Rescheduling Service.** Notwithstanding anything to the contrary, Scripps News may reschedule any program within the Service for scheduling changes determined by Scripps News, emergencies, force majeure events, news events, and other matters of a similar nature.

(c) **Force Majeure.** Notwithstanding anything contained in this Agreement, if total or partial performance of this Agreement is delayed or rendered impossible for either party by virtue of any reason whatsoever beyond its reasonable control (including, without limitation, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, rebellion, strikes, lockouts or other industrial disputes or actions, fire, flood, epidemic, earthquake, explosion, decision of any court or other judicial body of competent jurisdiction, unavailability of materials, transportation, power or other commodity, satellite failure or non-availability, failure or non-availability of uplink and downlink satellite signals or terrestrial facilities, acts of God, acts of governments or other prevailing authorities, or defaults of third parties), then such non-performance shall be deemed not to constitute a breach of this Agreement during such non-performance, provided that such party utilizes commercially reasonable efforts to resolve same.

(d) **Insurance.** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(e) **Notice.** Any notice, approval, consent, or other communication given under this Agreement shall be in writing and sent postage prepaid by registered or certified mail, return receipt requested, or by hand or messenger delivery, or by FedEx or similar overnight delivery service, or by email, to the other party, at the address set next to such party's signature (unless either party at any time designates another address for itself by notifying the other party thereof by certified mail, in which case all notices to such party thereafter shall be given at its most recently so designated address). Notice or other communication given by personal delivery shall be deemed given on delivery. Notice or other communication given by mail shall be deemed given on the earlier to occur of actual receipt thereof or on the fifth day following mailing thereof. Notice or other communication given by FedEx or similar overnight delivery service shall be deemed given on the next business day following delivery of the notice or other communication to such service with instructions for overnight delivery. Notice or other communication sent via email shall be deemed given on the next business day. Actual receipt of notice, by any means, shall constitute notice hereunder.

(f) **Assignment.** This Agreement is not assignable by either party hereto without obtaining the express written approval of the other party (which approval shall not be unreasonably withheld or delayed) other than to any person or entity acquiring all or substantially all of the assets of such party or, as applicable, a Station. Any other assignment without the other party's prior consent shall be null and void ab initio.

(g) **Governing law.** This Agreement and any controversies arising hereunder shall be interpreted and adjudicated in accordance with the laws of the State of New Jersey applicable to contracts entered into and performed entirely therein and without regard to conflicts of laws provisions.

(h) **Severability.** The provisions of this Agreement are severable and if any provision is held to be unenforceable or invalid, it shall not affect the validity or enforceability of any other provision.

(i) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties on the subject matter hereof and supersedes all prior written or oral agreements, arrangements and understandings. No modifications or amendments shall be effective unless in writing and signed by both parties. No waiver of any breach or default shall be construed as a waiver unless it is in writing and signed by the party making the waiver.

(j) **Counterparts.** This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and the same instrument. Signatures transmitted via facsimile, email, or other similar electronic means shall be valid, enforceable, and effective as if they were originals.

8. **Confidentiality Obligations.**

(a) **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that (i) if disclosed orally is designated as

confidential at the time of disclosure, (ii) if disclosed in writing is marked as “Confidential” and/or “Proprietary,” or (iii) that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, the terms and conditions of this Agreement, business and marketing plans, technology, technical information and business processes. Confidential Information shall not include any information that: (w) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (x) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (y) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (z) is received from a third party without breach of any obligation owed to the Disclosing Party.

(b) **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party’s prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law (subject to the additional conditions on such disclosure set forth below), or (ii) to those of its and its affiliates, financial advisors, lawyers, other advisors, agents, employees and contractors who need to know such information and have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those in this Agreement. The Receiving Party shall take all reasonable measures to maintain the confidentiality of the Confidential Information of the other party in its possession or control, including using the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care. Upon termination or expiration of this Agreement, or at any time upon the Disclosing Party’s request, the Receiving Party will return the Confidential Information to the Disclosing Party, or, at the Receiving Party’s option, destroy all documents, records and materials (and all copies thereof) regarding or including any Confidential Information that the Receiving Party may then possess or have under its control and, upon the Disclosing Party’s request, certify that it has taken such action. If the Receiving Party is compelled by a court of competent jurisdiction or other governmental authority or by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. Notwithstanding the foregoing, the parties acknowledge that each party shall comply with applicable regulations relating to FCC filing and public file disclosure obligations (and neither party’s compliance therewith shall be considered a breach of this Agreement).

(c) **Remedies; Survival.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate. Notwithstanding the expiration or termination of this Agreement for any reason, the obligations of confidentiality and non-use set forth in this Section shall extend for a period of two (2) years after such expiration or termination of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement as of the date set forth above.

AFFILIATE:
MOUNTAIN BROADCASTING CORPORATION

By

[Redacted signature]

SCRIPPS NETWORKS:
ION MEDIA NETWORKS, INC. D/B/A SCRIPPS NETWORKS

By:

[Redacted signature]

Address for Legal Notices:

Mountain Broadcasting Corporation
c/o New Vision Services, LLC
99 Clinton Road
West Caldwell, NJ 07006
Email: [Redacted]

Address for Legal Notices:

[Redacted address]

ATTACHMENT I

Broadcast Station Programming Policy Statement: The following sets forth the policies generally applicable to the presentation of programming and advertising over the Station. All programming and advertising provided by the Client for broadcast on the Station must conform to these policies and to the provisions of the Communications Act of 1934, as amended (the “Act”), and the Rules and Regulations of the Federal Communications Commission (“FCC”). This Policy shall be in addition to any other programming requirements set out in the Agreement and is not intended to be an exhaustive list of all policies with which the Client must adhere.

Public Interest: Any program provided by the Client (regardless of its original source) must serve the public interest, convenience and necessity.

Sponsorship Identification: When money, service, or other valuable consideration is either directly or indirectly paid or promised as part of an arrangement to transmit any programming by the Client, the Client shall cause to air, as part of its broadcast, an announcement indicating (1) that the matter is sponsored, either in whole or in part; and (2) by whom or on whose behalf the matter is sponsored. Products or services furnished to the Client in consideration for an identification of any person, product, service, trademark or brand name shall be identified in this manner. In the case of any political or controversial issue broadcast for which any material or service is furnished as an inducement for its transmission, an announcement shall be made at the beginning and conclusion of the broadcast stating (1) the material or service that has been furnished; and (2) the person(s) or association(s) on whose behalf the programming is transmitted. However, if the broadcast is 5 minutes in duration or less, the required announcement need only be made either at its beginning or end.

Payola/Plugola: The Client shall not accept or agree to accept from any person any money, service, or other valuable consideration for the broadcast of any matter unless such fact is disclosed to the Station so that all required sponsor identification announcements can be made. All persons responsible for Client’s programs must, from time to time, execute such documents as may be required by Station management to confirm their understanding of and compliance with the FCC’s sponsorship identification requirements.

Political Broadcasting: To the extent any of Client’s programs or advertisements qualify as “uses” of the Station by legally qualified candidates for elective office, such program or advertisement shall be in accordance with the Act and the FCC’s rules and policies.

Obscenity and Indecency: The Client’s programs shall not contain any obscene material. Material is deemed to be obscene if the average person, applying contemporary community standards in the local community, would find that the material, taken as a whole, appeals to the prurient interest; depicts or describes in a patently offensive way sexual conduct specifically defined by applicable state law; and taken as a whole, lacks serious literary, artistic, political or scientific value. The Client’s programs, to the extent broadcast outside of the periods of time prescribed by the Commission, shall not contain indecent material. Material is deemed to be indecent if it includes language or material that, either “fleeting” or in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs.

Hoaxes: The Client’s programs shall not knowingly contain false information concerning a crime or catastrophe.

Lottery: The Client’s programs shall not contain any material or advertising concerning any lottery, except as permitted by the Act, the rules and regulations of the FCC, and New Jersey State law.

Advertising: The Client shall comply with all federal, state and local laws concerning advertising, including without limitation, all laws concerning misleading advertising, and the advertising of alcoholic beverages.

Programming Prohibitions: Knowing broadcast of the following types of programs and announcements is prohibited:

False Claims. False or unwarranted claims for any product or service.

Unfair Imitation. Infringements of another advertiser’s rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

Commercial Disparagement. Any unfair disparagement of competitors or competitive goods.

Profanity. Any programs or announcements that is slanderous, obscene, profane, vulgar, repulsive or offensive, as evaluated by Station management.

Violence. Any programs which are excessively violent.

Unauthenticated Testimonials. Any testimonials which cannot be authenticated.

Credit Terms: The Client’s programs or advertising shall not contain credit terms that are not in full compliance with the rules and regulations of the Federal Trade Commission.

Copyright: Client is responsible for paying all copyright and music license fees associated with the broadcast of

Client's programming.

Non-Discrimination Clause: This station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with intent to discriminate on the basis of race, gender or ethnicity. Client hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to, decisions not to place advertising on particular stations on the basis of race, gender, national origin, or ancestry.

Program Delivery: Client is responsible for delivering all program content to the Station via a satellite signal or fiber optic link. Any and all special devices or fees associated with the receipt and/or delivery of any broadcast signal shall be the responsibility of the Client.

Program Quality: The production and signal resolution values associated with each program supplied by the Client shall be consistent with professional commercial television broadcasts and in compliance with the Communications Laws. The Client shall comply with the Communications Laws governing broadcast content, including but not limited to the requirement to broadcast three (3) hours per week of "core" children's programming.

Program Guide: The Client agrees to provide the Station, seven (7) days in advance of the scheduled air date, with television guide data regarding each program, utilizing industry traffic software or an Excel spreadsheet, for use by publishers of television guide listings. Such data must be in conformance with the FCC's Program and System Information Protocol ("PSIP"). For the avoidance of doubt, the following program data is required: (1) title of each program, including an indication of whether it is a continuing series (i.e., "Daily News, M-F, 5p-6p"); (2) the start and end times of each broadcast day; (3) the language of the program; (4) a 1-2 sentence description of the program; (5) the type of audio provided (e.g., stereo, surround sound, etc.); (6) any parental rating of a program, using standard TV ratings (e.g., None, TV-G, TV-PG, TV-14, TV-M); and (7) whether the program is closed-captioned.

Program Pre-emption: In the event of a pre-emption or disruption of service caused by failure at the Station's facilities, the Client shall receive a credit, on a pro-rated basis, for the duration of the disruption or disruption of service. If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond Station's reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third party, Station shall be excused from such performance to the extent necessary, provided that Station shall use reasonable efforts to remove such causes of non-performance. In addition, the Client shall provide the Station, at the Client's sole expense, with six (6) hours' worth of suitably generic programs of content and resolution quality consistent with professional commercial television broadcasts, which may be used by the Station, in the Station's sole discretion, in the event of an emergency, an interruption in program delivery or a degradation in program quality. The Station reserves the right to pre-empt programming if the Station determines that such program is not in the public interest or if the Station determines that a substitute program has greater national, regional or local interest. The Station also reserves the right to break into a Client program without prior notice in case of an emergency.

Operation of Station: Notwithstanding any other provision of this Agreement, Station shall have full authority and power over the operation of the Digital Stream and the Station during the period of this Agreement.

Assignment: This contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. This contract shall not be assigned (by contract, operation of law or otherwise) without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld; provided, however, that either party may assign and delegate its rights hereunder to a party that controls, or is controlled by, or is under common control with such party, so long as such assignment does not result in a breach of a material provision of this contract, and that is qualified under applicable FCC requirements, upon notice to such party; provided further, that no such assignment shall release the notifying party from any of its obligations created pursuant to this contract.