

RETRANSMISSION CONSENT AGREEMENT

THIS RETRANSMISSION CONSENT AGREEMENT (the “**Agreement**”) is effective as of November 18, 2016 (the “**Effective Date**”), by and between Comcast Cable Communications, LLC, on behalf of itself and its affiliates (“**Operator**”), and Cross Hill Communications, LLC, on behalf of itself and its affiliates (“**Licensee**”), as owner and/or operator of each broadcast television station listed on Attachment A (as such Attachment A may be amended from time to time pursuant to the terms and conditions herein) (each a “**Station**”, and collectively, the “**Stations**”).

WHEREAS, each Station transmits over-the-air a digital broadcast television signal (each, a “**Signal**”) to certain franchise or service areas of Operator; and

Whereas, Licensee and Operator desire to have the Signals retransmitted on certain Systems (as defined below) as provided in this Agreement; and

WHEREAS, Station WYCI (TV) shall be referred to as “WYCI” for certain purposes under this Agreement, and

WHEREAS, low-power Stations WYCX-CD and WYCU-LD shall be referred to as “LPTV Station(s)” for certain purposes under this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. TERM. The “**Term**” of this Agreement shall commence as of the Effective Date and continue through and including 11:59:59 p.m. (M.T.) on September 1, 2020, unless earlier terminated in accordance with the provisions of this Agreement.

2. GRANT OF RIGHTS.

(a) Systems. Pursuant to Section 325(b)(1) of the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission (“**FCC**”), Licensee hereby grants to Operator, and Operator hereby accepts, the non-exclusive right and license, during the Term, to retransmit each Station’s Signal over the pertinent cable television or multi-channel video programming distribution system(s) that Operator, or any entity controlling, controlled by or under common control with Operator, now or hereafter majority owns and manages, and that serves communities in and around the Burlington-Plattsburgh Designated Market Area ((the Burlington-Plattsburgh Designated-Market Area, the “**DMA**”) (any cable television or multi-channel video programming distribution system(s) meeting the ownership requirements and serving communities outside of the DMA, “**Out-Market Systems**”)), including, but not limited to Operator’s Wilmot and Brattleboro cable television systems (each such cable television or multi-channel video programming distribution system(s), a “**System**”). Licensee’s grant of consent to the retransmission

of the Stations' Signals on any Out-Market System is predicated on Licensee receiving authorization from the applicable Station's program supplier. A list of Systems in and around the DMA that retransmit a Station as of the date hereof, are set forth in Attachment B hereto. Licensee represents that it currently has the right to grant, and has granted in accordance with this subclause (a), retransmission consent for the LPTV Stations' Signals on the applicable Out-Market Systems identified on Attachment B, Section 2. In addition, in the event Operator acquires any Out-Market System(s) after the Effective Date that retransmit a Station as of the date Operator acquires such Out-Market System(s), Licensee shall maintain the rights necessary for it to grant consent to Operator for the retransmission of such Station's Signal until such time as Operator is able to stop retransmitting such Station's Signal (*e.g.*, after Operator has provided any necessary customer notifications, etc.).

(b) JV Systems. As of the Effective Date, Operator holds an ownership interest in, and manages the programming of, certain cable television or multi-channel video programming distribution system(s) fifty percent (50%) owned by Midcontinent Communications (each such cable television or multi-channel video programming distribution system, and any other cable television or multi-channel video programming distribution system(s) in which, at any time during the Term, Operator holds a non-majority ownership interest and manages the programming of, a "**JV System**"). Operator may elect, upon written notice to Licensee, to add any JV System(s) to this Agreement as an Additional System(s). Notwithstanding anything to the contrary contained in this Agreement, to the extent that Operator no longer holds an ownership interest in, and no longer manages the programming of, a JV System that has been added to this Agreement as an Additional System, this Agreement shall terminate with respect to such JV System and such JV System will no longer be deemed a System under this Agreement as of such date. For the avoidance of doubt, regardless of any such termination of this Agreement with respect to a JV System, all other terms and conditions will remain in full force and effect and except as explicitly provided for herein, neither Operator nor Licensee will have any rights or obligations under this Agreement with respect to such cable television or multi-channel video programming distribution system following such termination, except to the extent such rights and/or obligations explicitly survive in this Agreement.

### 3. WYCI SIGNAL DELIVERY.

(a) Primary Signal. As used herein, the "**Primary Signal**" shall mean with respect to WYCI, the Program Transport Stream that is broadcast over-the-air by WYCI that contains (i) substantially all of programming of the "Heroes & Icons" national programming service ("**H&I**"), along with (ii) certain other locally produced programming, such as news, public affairs, and sports programming of the sort currently broadcast by LPTV Stations WYCX and WYCU. As used herein, (i) "**Program Transport Stream**" means the video and related audio portion of a single one-way channel together with associated Program-related Material, and (ii) "**Program-related Material**" shall mean (i) closed-captioning information, (ii) program identification codes, (iii) program ratings information, (iv) an alternative language feed, and (v) such other material as may be essential to or necessary for the delivery or distribution of the Signal in a digital form; provided, with respect to each of (i) through (v), that such material is inserted in the Signal in a manner then commonly available

and widely utilized by the broadcast television industry, the cable industry and the Systems; and provided further that the Systems can pass through or regenerate such material without making material changes or incurring material costs unless otherwise required pursuant to FCC rules and regulations.

(b) Fiber Link. Within ninety (90) days after the Effective Date, Licensee shall deliver, at Licensee's sole cost and expense, a good quality Signal, as defined in Section 76.55 of the FCC rules (a "**Good Quality Signal**"), via a direct fiber optic feed to Operator's receive site, currently located at 96 Avenue B, Williston, Vermont 05495 (or such successor facility(ies) as may be designated by Operator from time to time in its sole discretion; provided, however, that Operator shall give notice of any such successor facility(ies) to Licensee, in writing, sixty (60) days in advance) (the "**Receive Site**"). In addition to, and without limiting the foregoing, upon Operator's reasonable request, the Station shall provide its Signal to Operator via a fully integrated uncompressed handoff.

#### 4. SIGNAL CARRIAGE.

(a) Launch/Carriage of the WYCI Primary Signal. Effective no later than seventy-five (75) days following the date in which Licensee delivers a Good Quality Signal in accordance with Section 3(b) above, Operator shall launch the Primary Signal on each System identified on Attachment B, Section 1, attached hereto (x) in standard definition format ("**SDTV**") on cable channel 19, and (y) in high-definition format (provided WYCI's Primary Signal is transmitted over-the-air by Station in either 720p or 1080i format with respect to the Advanced Television Systems Committee ("**ATSC**") 1.0 standard (or any successor standard(s) (e.g., ATSC 3.0) if such successor standard is then commonly available and widely utilized by the broadcast television industry, the cable industry and the Systems) (such format, "**HDTV**") during at least fifty percent (50%) of the Station's primetime schedule), in HDTV on cable channel 712; provided that with respect to subclauses (x) and (y), such System retransmits the signal of another local broadcast television station licensed to a community in the DMA in SDTV, and/or, HDTV, respectively. Subject to the requirements of the immediately preceding sentence, Operator shall determine the channel position of the SDTV and/or HDTV Primary Signal on a non-discriminatory basis as compared to all other local broadcast television station signals carried by the applicable System. The Systems identified on Attachment B Section 1 represent all of Operator's Systems which serve communities in the DMA as of the Effective Date.

(b) Manner of Carriage. Notwithstanding anything to the contrary contained in this Agreement, a System(s) shall not be required to retransmit any portions of the Stations' Signals other than the Program Transport Stream that comprises the Primary Signal of WYCI in accordance with Section 4(a) or to retransmit WYCI on any System serving communities outside the DMA. In addition to Operator's rights and obligations hereunder, and notwithstanding anything to the contrary herein, a System shall have the right to convert, compress, reformat, transcode, digitize, or otherwise technologically manipulate any Signal (or any portion(s) thereof), and to retransmit such Signal (or any portion(s) thereof) in an analog, SDTV, and/or HDTV, as long as the Station's Primary Signal is not materially degraded from how it was received by Operator, subject to any downconversion

permitted or required herein (e.g., Station acknowledges that there will be degradation if Operator downconverts the Station's HDTV Primary Signal to SDTV as required by Section 4(a) above. In addition to Operator's rights and obligations hereunder, and notwithstanding anything to the contrary herein, but subject to Station's and/or Licensee's rights (with such rights, in all cases, to be licensed, interpreted and/or applied, as applicable, by Licensee and such Station on a non-discriminatory basis vis-à-vis Operator as compared to Licensee, a Station and all other Station-authorized distributors of such Station's Signal (or portion(s) thereof), Operator shall have the right to distribute a Signal (or portion(s) thereof), on a no-cost/royalty-free/no-liability basis (i) on a video-on-demand basis (commencing immediately with the initial broadcast on a Station), and/or with "start over," "look-back", and other similar functionality enabled and/or (ii) via any other distribution system, platform, application or service through which Operator delivers the signal(s) (or any portions thereof) of other broadcast television stations. In addition, a System may retransmit a Program Transport Stream(s), unless prohibited by law, on any level(s) or tier(s) of service, either in lieu of and/or in addition to carriage of such Program Transport Stream(s) on its basic service tier (each such level or tier of service other than such basic service tier, an "**Optional Tier**"), provided such Optional Tier contains the corresponding program transport stream(s) of at least two (2) other broadcast television stations licensed in the DMA and affiliated with either the ABC, CBS, NBC, and/or Fox national television broadcast networks (such stations, "**Big 4 Stations**") then carried on such System in the same format, as may be applicable, as such Station's Program Transport Stream (e.g., in order to carry WYCI's Primary Signal in HDTV on an Optional Tier, such System must offer the primary signal in HDTV of at least two (2) Big 4 Stations then carried on such System on such Optional Tier.

(c) LPTV Stations. As of the Effective Date, Operator retransmits the LPTV Stations' Signals on each System as identified on Attachment B, Section 2, attached hereto. Upon thirty (30) days prior written notice to Licensee, Operator may cease carriage of an LPTV Station(s)' Signal(s) on any System(s). Notwithstanding anything to the contrary contained in this Agreement, provided Operator adheres to the notice provision in the immediately preceding sentence, Operator shall not have any obligation to retransmit the Signal(s) (or any Program Transport Stream(s) thereof) of any LPTV Station hereunder.

5. CONVERSION ELEMENTS. Notwithstanding anything to the contrary contained in this Agreement, to the extent a Station only provides a Program Transport Stream in HDTV and Operator has an obligation in this Agreement to convert such HDTV Program Transport Stream to any other format(s), Operator shall have no obligation to convert such Program Transport Stream(s) to any other format(s) unless such Program Transport Stream utilizes Conversion Elements. As used herein, "**Conversion Elements**" shall mean (a) one of the following: (1) a "Center-Cut" capable format (so as to allow for the conversion of 16:9 widescreen image to a standard 4:3 aspect ratio), or (2) an aspect ratio conversion technology (such as "Active Format Descriptor" data) at such time that it is commonly available and widely utilized by the broadcast television industry, the cable industry and the Systems, and (b) National Television Systems Committee closed captioning in the MPEG user data in CEA-708 format per ATSC A/53 including CEA-608 compatibility bytes (CC types 00 and 01) to enable receiving and/or System devices to properly reconstruct captioning on analog VBI line 21 fields 1

and 2, and XDS “V-Chip” program ratings data in the CEA-608 compatibility bytes to enable receiving and/or System devices to properly reconstruct V-Chip information in XDS format on analog VBI line 21 field 2. Licensee, and/or the Stations, as applicable, shall cooperate in good faith with Operator to ensure that each Program Transport Stream is made available to Operator by a Station in a form allowing for the conversion of such Program Transport Stream(s) pursuant to this Agreement.

6. TECHNICAL. All portions of a Station’s Signal shall not exceed, in the aggregate, a maximum 19.4 megabits per second data stream. Each Signal shall be delivered by the pertinent Station in a digital form compliant with current ATSC standards (or any successor standard(s) (e.g., ATSC 3.0) if such successor standard is then commonly available and widely utilized by the broadcast television industry, the cable industry and the Systems). If a Station does not deliver a Good Quality Signal for all Program Transport Stream(s) for which Operator has an obligation hereunder to retransmit to a System, then, notwithstanding anything to the contrary contained in this Agreement, Operator shall be relieved of any obligations hereunder relating to retransmission of such Station’s Signal (or the applicable Program Transport Stream(s) thereof) on such System until such time as such Station resumes providing a Good Quality Signal for the applicable Program Transport Stream(s). Each Station may deliver, and Operator will pass through, PSIP information in compliance with applicable FCC rules and technical standards agreed upon by the National Cable and Telecommunications Association and the Consumer Electronics Association. To the extent a Signal is retransmitted by any System(s), such System(s) shall have the right to remodulate such Signal and package such Signal with other signals. During such time as a System retransmits a Station’s Signal (or any Program Transport Stream(s) thereof) pursuant to this Agreement, notwithstanding anything to the contrary in this Agreement, Operator shall be under no obligation to carry any portion of a Program Transport Stream(s) other than the primary video and accompanying audio, and Program-related Material of such Program Transport Stream(s). To the extent that a Station does not broadcast a Program Transport Stream(s) on a full-time basis, Operator reserves the right to use the bandwidth comprising the cable channel on which the applicable Program Transport Stream(s) is carried for whatever purpose Operator determines, in its sole discretion, during such time as such Program Transport Stream(s) is off the air. Operator retains and reserves all rights in and to all signal distribution capacity within the bandwidth of a Signal other than the bandwidth used at any given time dedicated to the distribution of the Signal (“Ancillary Signal Capacity”). Nothing contained herein shall restrict Operator or the Systems from using any or all of the Ancillary Signal Capacity by any means and for any purpose, so long as such use does not cause material degradation to the Signal. Notwithstanding anything to the contrary herein, it is understood that customer premises equipment, including but not limited to set-top boxes and television sets, may not be compatible with the Signal (or a portion(s) thereof) and that Operator shall have no responsibility for the ability or performance of such equipment, whether provided by Operator or the subscriber, to process or display such Signal (or any portion(s) thereof) as delivered by Operator. Operator represents that as of the date hereof, Operator’s HDTV set-top boxes provided by it to its cable television subscribers are compatible with 720p and/or 1080i ATSC 1.0 formats.

7. COPYRIGHT. Carriage of a Signal (or any portion(s) thereof) pursuant to this Agreement shall not convey the copyrights of or to the underlying programming transmitted by the applicable Station. If

(a) the compulsory copyright license pursuant to 17 U.S.C. § 111 is repealed or is deemed not to apply to retransmission of broadcast television signals (or any portion(s) thereof), or (b) Operator's copyright liability is increased as a result of its carriage of a Signal(s) (or any portion(s) thereof) on any System(s), Operator shall have the right, upon no less than thirty (30) days' written notice to Licensee, to terminate Section 4(a) and Section 4(b) of this Agreement as to such Signal(s) and System(s), in which case all other provisions of this Agreement shall remain in full force and effect; provided, however, that, with respect to clause (b), Operator may not terminate Section 4(a) and Section 4(b) of this Agreement pursuant to this sentence in the event that Licensee or the applicable Station(s) agree to pay Operator for the amount of such increased copyright liability, in which case this Agreement shall remain in full force and effect.

8. MUST-CARRY RIGHTS. For the Term, Licensee and the Stations hereby grant retransmission consent to the Systems and waive their right to any mandatory signal carriage rights on (a) the Systems (including any acquired Systems that are added to the Agreement as Systems), and/or (b) any cable television or multi-channel video programming distribution system(s) in which Operator, or any entity controlling, controlled by or under common control with Operator now or hereafter holds an ownership interest in, and/or manages, programs (or manages programming for), and/or is affiliated with, and that serve communities in and around the DMA in which the Station could invoke mandatory signal carriage rights, if and where applicable, and agree to be bound solely by the terms hereof. Carriage of the Stations' Signals on the Systems pursuant to this Agreement is the result of a negotiated settlement and shall not be deemed to meet any of the "market modification" factors under Section 614(h)(1)(c) of the Communications Act of 1934 (as amended) and/or Section 76.59 of the FCC's rules. Notwithstanding anything to the contrary herein, the parties agree that carriage of the Station's Signal on the Systems pursuant to this Agreement is not a statement by Operator regarding, either any nexus between the Station and the Systems or whether the Station in any way provides local news and other informational programming of interest to any of the communities served by the Systems. Nothing in this Agreement will prohibit Licensee from enforcing any applicable mandatory carriage rights upon the exercise by either party of its right to terminate this Agreement pursuant to Section 10 of this Agreement. This Section 8 will survive the Term or termination of this Agreement

9. ADDITIONAL AND DIVESTED SYSTEMS/STATIONS.

(a) Additional Systems. In the event that Operator, after the Effective Date, acquires or creates additional cable television or multi-channel video programming distribution system(s) in which it has a majority interest and manages (i) in the DMA, or (ii) outside the DMA that carry a Station's Signal, then such additional cable television or multi-channel video programming distribution system(s) shall be added to, and governed by, this Agreement as of the date such system(s) is acquired or created (each, an "**Additional System(s)**") and shall be deemed a System hereunder, and such Additional System will be added to Attachment B Section 1 to the extent such Additional System retransmits WYCI as of the date of acquisition or creation. Upon the date an Additional System(s) is added to this Agreement as a System(s), any other agreement(s) with respect

to such Additional System(s) shall be deemed terminated with respect to such Additional System(s) and the applicable Station(s)'s Signal(s), notwithstanding anything contained in any such other agreement.

(b) Divested Systems. In the event that Operator sells, assigns or otherwise divests of a System(s) after the Effective Date, then the rights and obligations of this Agreement with respect to such System(s) shall apply to such acquiring party notwithstanding anything to the contrary that is contained in any agreement between Operator and the acquiring party, unless the acquiring party has an existing effective retransmission consent agreement with Licensee that would otherwise permit the addition of such cable system(s), and Licensee agrees to the addition of such cable system(s) to such other retransmission consent agreement within ten (10) business days after receiving notice regarding such sale, assignment or divestiture. Operator will no longer have any obligations hereunder with respect to such System(s) as of the date of such sale, assignment or divestiture.

(c) Additional Stations. In the event that Licensee is or, after the Effective Date, becomes the licensee, programmer, and/or bona fide manager of (or otherwise obtains an ownership interest in or enters into a contract to provide certain services, including but not limited to shared services, local marketing and/or joint sales agreement(s), with) a television station(s) in or around the DMA other than a Station or a Big 4 Station (each, an "Additional Station(s)"), such Additional Station(s) shall be added to this Agreement as of the date of consummation of the relationship with such Additional Station(s) and shall be subject to the same terms and conditions as those applicable to the Stations as provided in the Agreement, and any Operator cable television or multi-channel video programming distribution system(s) that retransmits such Additional Station(s)'s Signal(s) shall be added to this Agreement as a System with respect to such Additional Station(s). Upon the date an Additional Station(s) is added under this Agreement, any other agreement with respect to such Additional Station(s) shall be deemed terminated with respect to the System(s) carrying such Additional Station(s)'s Signal(s), notwithstanding anything contained in any such other agreement. Notwithstanding anything to the contrary herein, if an Additional Station is subject to an agreement between Operator and a national broadcast television network at the time of consummation of a transaction contemplated by this Section 9(c), pursuant to which such broadcast television network has the right to grant retransmission consent for such Additional Station's signal (or portion(s) thereof) on such Additional Station's behalf, and such broadcast television network previously granted Operator retransmission consent for such signal (or portion(s) thereof), then such Additional Station's signal (or portion(s) thereof, as applicable) shall not be included hereunder during the term of such other grant (including any such renewal, amendment, extension or replacement thereof).

(d) Divested Stations. In the event Licensee intends to sell, assign, transfer or otherwise divest of a Station(s) after the Effective Date (including any Station(s) hereunder not owned by Licensee, but for which Licensee ceases programming, managing, and/or providing services to such Station), Licensee shall provide Operator not less than sixty (60) days prior written notice thereof. Operator shall have forty-five (45) days after receipt of such written notice to require Licensee to (i) ensure that such purchaser, transferee or successor of such Station(s) will assume all

rights and obligations with respect to the Station(s) under this Agreement; or (ii) terminate this Agreement.

10. RIGHT TO TERMINATE. Notwithstanding anything herein to the contrary, in addition to Operator's other rights pursuant to this Agreement, Operator may, upon no less than forty-five (45) days' notice to Licensee, terminate this Agreement with respect to all of the Stations and/or cease retransmitting WYCI's Signal (or any portion(s) thereof) with respect to any or all Systems if (a) WYCI fails, for any reason other than Force Majeure (as defined in Section 8 of the General Terms and Conditions), to (i) broadcast its Signal over-the-air, or (ii) deliver a Good Quality Signal via a direct fiber feed to Operator's Receive Site in accordance with Section 3(b), in each of clause (i) and clause (ii), for more than ten (10) consecutive days, or for more than sixty (60) days in the aggregate, during the Term, or (b) WYCI's Primary Signal no longer contains (x) substantially all of the programming of H&I, (y) that certain sports programming currently broadcast by LPTV Stations WYCX and/or WYCU or comparable sports programming, and/or (z) the nature and quality of the overall programming of the WYCI Primary Signal at any time during the Term become materially different from the nature and quality of the programming as of the Effective Date (e.g., H&I includes a material increase in the amount of home shopping, infomercial or religious programming, or other programming that solicits contributions (excluding occasional fundraising or telethon broadcasts for non-profit organizations) airing outside the 12:00 midnight to 7:00 a.m. time period). In the event of any such cessation of carriage, or termination of this Agreement with respect to a Station and/or a System(s) pursuant to this Section 10 by Operator, all other provisions of this Agreement shall remain in full force and effect. In addition, either party may terminate this Agreement upon thirty (30) days' prior written notice in the event of a material breach of the other party's obligations, representations, or warranties hereunder that is not cured within such thirty (30) day period.

11. CLEAN SLATE. Licensee (on behalf of itself and the Stations) hereby releases Operator and its affiliated entities from any further liability for any and all claims, whether now known or unknown, arising in connection with Operator's retransmission of any Station(s)'s Signal(s) prior to the Effective Date.

12. GENERAL TERMS AND CONDITIONS. This Agreement shall be subject to the General Terms and Conditions attached hereto and made a part hereof.

*[Signature page follows]*



IN WITNESS WHEREOF, the parties have duly entered into this Agreement as of the Effective Date.

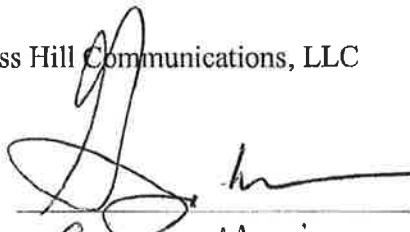
Comcast Cable Communications, LLC

By: 

Title: **Michael Nissenblatt**  
**Senior Vice President**  
**Broadcaster Relations**

Date: 11-18-16

Cross Hill Communications, LLC

By:   
GREGORY UHRIN

Title: MANAGER & COO

Date: 11/18/16

GENERAL TERMS AND CONDITIONS

1. REPRESENTATIONS AND WARRANTIES.

(a) Operator represents and warrants that it has the authority to enter into this Agreement and to perform all of its obligations hereunder.

(b) Licensee represents and warrants that (i) it has the authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) Station holds the exclusive primary affiliation for H&I for the DMA; (iii) the Signals comply with, and will continue to comply with, all applicable laws, rules and regulations; and (iv) the material contained in the Signals does not and will not violate any trademark, copyright, right of privacy or publicity or literary or dramatic right of any person and does not and will not constitute libel, slander or defamation.

2. INDEMNIFICATION.

(a) Licensee and the Stations shall each jointly and severally indemnify and forever hold harmless Operator and Operator's parents, subsidiaries and related companies and each of the officers, directors, employees, agents, licensees and related companies thereof from and against any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of (i) the content of the Signals, (including but not limited to allegations of libel, slander or defamation, violations of trademark, copyright, right of privacy or publicity, or literary or dramatic right of any person); (ii) any breach of any covenant, representation or warranty made hereunder by Licensee or any Station; or (iii) any violation by Licensee or any Station of any applicable law, rule, or regulation. This Section 2(a) of these General Terms and Conditions shall survive the termination or expiration of this Agreement.

(b) Operator shall indemnify and hold harmless Licensee and its respective parents, subsidiaries and related companies and each of the officers, directors, employees, agents, licensees and related companies thereof from and against any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of (i) Operator's distribution of the Signals other than pursuant to this Agreement (*e.g.*, Operator inserts or deletes programming from a Signal that is not permitted by this Agreement); or (ii) any breach of any covenant, representation or warranty made hereunder by Operator. This Section 2(b) of these General Terms and Conditions shall survive the termination or expiration of this Agreement.

3. NO JOINT VENTURE. Nothing contained herein shall be deemed to create, and the parties do not intend to create, any relationship of partners or joint venturers as between Operator and Licensee with respect to this Agreement.

4. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision of this Agreement, and in the event that any provision is

determined to be invalid or otherwise illegal, this Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

5. APPLICABLE LAW. This Agreement, and all collateral matters relating thereto, shall be governed by and construed under the law of the Commonwealth of Pennsylvania (without regard to its conflict of laws provisions) applicable to agreements fully made and performed therein and is subject to the Communications Act of 1934, as amended, and all applicable FCC rules and regulations.

6. ASSIGNMENT. Neither party shall transfer or assign its rights or obligations hereunder to any other entity without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that either party may, without consent (but with any notice as may be required under Section 9 of the Agreement), assign its rights and obligations under this Agreement to any entity controlling, controlled by, or under common control with such party, or to any person or entity that acquires all or substantially all of such party's assets (or all or substantially all of the assets of a Station or a System to the extent necessary to comply with Section 9 of the Agreement).

7. WAIVER. No term or condition of this Agreement shall be deemed waived, and no breach shall be excused, unless such waiver or excuse is in writing and signed by the party against whom such waiver or excuse is claimed.

8. FORCE MAJEURE. Any delay, preemption or other failure to perform caused by factors beyond the parties' control, such as an act of God, labor dispute, non-delivery by program suppliers, war, riot, technical breakdown, or government order or regulation ("**Force Majeure**"), shall not be considered a breach of this Agreement. Each party shall exercise its reasonable efforts to cure any such delays, preemptions or failures, and performance under the terms of this Agreement shall be excused for the period of time during which such factor continues.

9. LIMITATION ON REMEDY. Subject to the terms of Section 2 of these General Terms and Conditions, neither the Stations, Licensee, Operator nor the Systems shall be liable for incidental, consequential or special damages (including without limitation loss of profits or revenues) in connection with any suit or cause of action arising out of or related to a breach of this Agreement. Operator and Licensee acknowledge that nothing contained herein is intended to prejudice the right of the other party to seek direct damages or specific performance as a result of a material breach of this Agreement.

10. NOTICES. Any notices required by this Agreement shall be in writing and shall be deemed given (i) when personally delivered, (ii) if mailed by certified or registered mail, return receipt requested, three (3) days after deposited in the United States Mail, postage prepaid, to the address listed below, (iii) if telecopied, when telecopied and confirmed via telephone, or (iv) if sent by nationally recognized overnight courier, the next business day following when deposited with such overnight courier.

To Operator: Comcast Cable Communications, LLC  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19103-2838  
Attention: Senior Vice President, Broadcaster Relations  
Fax: (215) 286-8148  
Attention: General Counsel  
Fax: (215) 286-8508

To Licensee: Cross Hill Communications, LLC  
31 Pleasant Street  
Claremont, New Hampshire 03743  
Attention: Daniel Carbonara  
Fax: 603 - 504 - 6692

Copy to: Peter Tannenwald, Esq.  
Fletcher Heald & Hildreth  
1300 North 17<sup>th</sup> St.  
Arlington, VA 22209  
Fax: (703)812-0486

11. CONFIDENTIALITY. None of Operator, the Systems, Licensee or the Stations shall disclose (whether orally or in writing, or by press release or otherwise) to any third party any information with respect to the terms and provisions of this Agreement, any information contained in any data or report required or delivered hereunder, or any materials related thereto, except: (a) to the respective officers, directors, employees, auditors, and attorneys of each party, merger partners, or potential buyers of such entity or its assets, and to the extent that any System hereunder is owned by a joint venture between Operator and another entity, such other entity, and with respect to each of the foregoing, only on a need-to-know basis, in their capacity as such, and provided that any such party is bound by, or agrees to be bound by, confidentiality obligations that are at least as restrictive as those in this Section 11 of these General Terms and Conditions; (b) to the extent necessary to comply with laws or regulations or with the valid order of an administrative agency or court of competent jurisdiction (redacted to the greatest extent permissible); (c) as part of the parties' normal reporting or review procedures; (d) to enforce the parties' obligations hereunder; or (e) if mutually agreed by Operator and Licensee in writing. This Section 11 of these General Terms and Conditions shall survive the termination or expiration of this Agreement.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements (including, without limitation, the Prior Agreement) and representations between the parties with regard to such subject matter. This Agreement shall not be amended, modified

or altered except in writing and signed by the duly authorized representatives of the parties.

13. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same instrument. Any signature delivered by facsimile or via email in copy form will be deemed an original signature for all purposes and will be binding on the signing party.

**Attachment A**

<b><u>Station</u></b>	<b><u>City-License</u></b>	<b><u>Transmit Ch. #</u></b>
WYCI (TV)	Saranac Lake, NY	40
WYCU-LD	Charlestown, NH	26
WYCX-CD	Manchester, VT	2

**Attachment B**

**Section 1**

**Systems - Burlington-Plattsburgh DMA**

Burlington, VT  
 Claremont, NH  
 Montpelier, VT  
 Newport, VT  
 Rutland, VT

**Section 2**

**Current LPTV Station Carriage**

<b><u>LPTV Station</u></b>	<b><u>System</u></b>	<b><u>DMA</u></b>	<b>Primary Signal</b>	
			<b><u>SDTV</u></b>	<b><u>HDTV</u></b>
WYCX-CD	Claremont, NH	Burlington-Plattsburgh	21	713
	Brattleboro, VT	Boston (Manchester)	21	713
	Wilmot, NH	Boston (Manchester)	21	713
WYCU-LD	Claremont, NH	Burlington-Plattsburgh	20	712
	Brattleboro, VT	Boston (Manchester)	20	712
	Wilmot, NH	Boston (Manchester)	20	712