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## DIGITAL SIGNAL RETRANSMISSION AGREEMENT

This Digital Signal Retransmission Agreement (“**Agreement**”) dated as of November 2, 2000 between Milwaukee Area Technical College [company] (the “**Licensee**”), licensee of WMVT [station], a non-commercial educational television broadcast station (the “**Station**”), and TIME WARNER CABLE, a division of Time Warner Entertainment Company, L.P., a Delaware Limited Partnership (“**Operator**”).

WHEREAS, Station is a non-commercial educational television broadcast station that transmits a television broadcast signal in an analog format to certain service areas of Operator and is also transmitting, or intends to transmit, a television broadcast signal in a digital format to such service areas;

WHEREAS, Operator owns, operates or manages each of the cable television systems or multi-channel video programming distribution systems listed in Exhibit A attached hereto that serves the service area set forth therein;

WHEREAS, Licensee and Operator desire to have the digital broadcast signal of Station retransmitted over such systems (and certain after-acquired systems of Operator) as provided in this Agreement; and

WHEREAS, the terms of this Agreement have been negotiated by Time Warner Cable and certain representatives of the non-commercial educational television broadcast community, including representatives of the Public Broadcasting Service (“**PBS**”), and the Association of America’s Public Television Stations (“**APTS**”), for use by Time Warner Cable and certain non-commercial educational television broadcast stations that transmit or will transmit a digital television broadcast signal to the franchise or service areas served by the local systems.

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

1. Consent to Digital Signal Retransmission.

(a) Grant of Rights. For the term of this Agreement, Licensee hereby grants to Operator the right to (i) receive Station’s broadcast Signal, as defined below, at such time as Station transmits such Signal, and to (ii) retransmit such Signal (as may be remodulated by Operator in accordance with this Agreement) on a non-exclusive basis over any Systems, as defined below. For the purposes hereof, the “**Signal**” shall be in a digital form compliant with Advanced Television Systems Committee (“**ATSC**”) standards A/52, A/53, A/54, A/57 and A/65 (or the respective successors

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thereto), or such standards applicable to the transmission of digital broadcast signals as may be adopted by the ATSC or authorized by the rules of the Federal Communications Commission (the "FCC") in the future (the "Standards").

(b) Systems. For the purposes hereof, the "Systems" shall mean each cable television system or each multi-channel video programming distribution system (i) that is owned or managed by Operator as listed in Exhibit A, or (ii) that Operator, after the date of this Agreement, owns, operates or manages or acquires ownership, operation or management of, and that, in either case, is local with respect to Station. A System is local with respect to Station if Station is considered a qualified noncommercial educational television broadcast station eligible for carriage of its analog signal on such System under Sections 76.55(b) and 76.56 of the FCC's rules or any successor provisions thereto. If a System is not considered local under the foregoing rules, it shall be considered local if any of the households served by the System are located within Station's digital television contour as authorized by the FCC. Operator shall add Systems to Exhibit A as necessary by notice to Licensee.

(c) Delivery of Signal. Licensee shall, at its own expense, deliver Station's Signal to the Systems (i) by direct feed to the Systems over wireline facilities or (ii) over the air such that the technical quality of the Signal as delivered to the Systems is of adequate quality to permit reliable reception and that the Signal meets or exceeds FCC technical standards applicable to non-commercial educational television broadcast stations.

2. Carriage.

(a) Carriage By Operator.

(i) Digital Programming. For the term of this Agreement, Operator shall carry, at its own expense, over each System (or node of such System) that has been upgraded to 750 MHz and in which it has provided any subscribers with digital set-top boxes as part of a commercial roll-out of digital services (such Systems being referred to herein as "Upgraded"), simultaneously with the broadcast of Station's Signal, each video stream and related audio portion (known in the industry as a "Program Transport Stream") contained within Station's Signal, together with any "Program-related Material" (as defined in Section 2(e)), so long as such portion(s) of the Signal are contained within a 19.4 megabit data stream (less approximately 100 kilobits per second for Operator's in-band A/56 system information) (the Program Transport Stream and Program-related Material collectively, "Digital Programming"). Subject to the foregoing, Station's Digital Programming may, at Licensee's discretion, consist of one or more channels of full-screen video and audio programming in a high-definition format that is consistent with the Standards ("HDTV Programming") and/or one or more channels of full-screen video and audio programming, in non-HDTV format ("Multiplexed Programming"). Operator's carriage obligation hereunder shall exist

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with respect to any such Upgraded System on a node-by-node basis as and if such System becomes upgraded.

(ii) Substantially Similar Digital Programming. Subject to the provisions of this Section 2(a)(ii), Operator shall not be obligated to carry the Digital Programming of Station on any System if such System is then carrying the Digital Programming of a Duplicating Station (as defined below).

**“Duplicating Station”** means any non-commercial educational television broadcast station whose Digital Programming is eligible for carriage on a System under Section 1(b) and that is transmitting Digital Programming that is Substantially Similar (as defined below) to the Digital Programming of Station. Duplicating Station may also refer to Station when the circumstance described in the previous sentence exists. **“Substantially Similar”** means that the Digital Programming of two stations, eligible for carriage on a System, is the same (whether simultaneously broadcast or not) for more than 50% of Prime Time (as defined in Section 76.5 of the FCC’s rules) and for more than 50% of the rest of the broadcast day over any thirty (30) day period.

A. Carriage of the Digital Programming of Duplicating Stations. Subject to the provisions of Section 2(a)(ii)(B), Operator shall be obligated to carry the Digital Programming of two Duplicating Stations in the event that:

(x) the principal headend of the applicable Upgraded System is located in one of the top 30 Designated Market Areas (“DMA”) as defined by A.C. Nielsen or any successor company; or

(y) Station’s community of license and the community of license of a Duplicating Station are both within 25 miles of the applicable Upgraded System’s principal headend; or

(z) either Station or Duplicating Station is part of an in-state network of the state in which the applicable Upgraded System’s principal headend is located.

In no event shall Operator be obligated to carry the Digital Programming of more than two Duplicating Stations on any System.

B. Choice of Duplicating Station(s) Whose Digital Programming will be Carried. Whether Operator’s obligation with respect to a System is limited to carriage of the Digital Programming of one Duplicating Station, because none of the conditions listed in 2(a)(ii)(A) exists, or to the Digital Programming of two Duplicating Stations, because at least one of such conditions exists, the Digital Programming of Station shall be carried on such System unless:

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(x) All of the non-commercial educational television broadcast stations whose Digital Programming is eligible for carriage on such System under Section 1(b) agree that the Digital Programming of a Duplicating Station shall be substituted for that of Station and inform Operator in writing of such agreement by the later of 90 days after the date this Agreement is executed or 90 days prior to the date Station is ready to provide a signal to Operator over the air. Operator shall then, subject to the limitations set forth in the next sentence, carry the Digital Programming of the station(s) identified in such agreement, whether Station is identified or not. If Operator's obligation to carry two Duplicating Stations is triggered by the existence of the circumstance set out in Section 2(a)(ii)(A)(z), then the Duplicating Station that is part of an in-state network must be one of the two Duplicating Stations to be carried by System.

Licensee must notify Operator of the date Station expects to begin transmitting its Signal over the air at least 120 days prior to such date, provided that such date is at least 120 days after the date this Agreement is executed.

OR

(y) In the absence of an agreement pursuant to Section 2(a)(ii)(B)(x), Operator chooses to substitute the Digital Programming of a Duplicating Station for that of Station on an applicable System. If Operator makes a carriage election under this Section 2(a)(ii)(B)(y), it shall inform, in writing, the non-commercial educational television broadcast stations that are eligible for carriage within ten (10) days after its decision, and Operator shall not change its election of which Digital Programming it will carry more frequently than every twelve (12) months. It shall notify the non-commercial educational television broadcast stations that are eligible for carriage at least sixty (60) days in advance of any such change.

If an Upgraded System is required to carry the Digital Programming of two Duplicating Stations because one of the conditions listed in Section 2(a)(ii)(A) exists, Operator's choice of which Duplicating Stations' Digital Programming to carry shall be constrained by the following obligations: (1) if there are two or more Duplicating Stations that have communities of license that are located within 25 miles of the applicable System's principal headend, Operator shall carry the Digital Programming of two of those stations, (2) if one Duplicating Station is affiliated with an in-state network of the state in which the applicable System's principal headend is located, Operator shall carry the Digital Programming of that station, and (3) where both circumstances (1) and (2) exist, such that there are three or more Duplicating Stations, Operator may choose to carry the Digital Programming of any two such stations. Operator shall substitute the Digital Programming of a Duplicating Station for that of Station if necessary to comply with this paragraph.

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C. Changes to the Station Line-Up. If the Digital Programming of Station ceases to be carried by Operator on any System because of the events contemplated by Section 2(a)(ii)(B), Licensee shall not raise any objection to such cessation, nor encourage others to object to such cessation, and will agree to cooperate reasonably in a “warm handoff” to the Digital Programming of the Duplicating Station that is being substituted for that of Station (including assistance in preparing and making announcements informing the applicable System’s subscribers and others that Station’s Digital Programming will be substituted on the System by the Digital Programming of a Duplicating Station).

(iii) Notice. Licensee shall provide Systems with such advance notice regarding changes in Station’s Digital Programming (including in respect of Multiplexed Programming) as Systems may reasonably require in order to comply with applicable law and/or FCC regulations. Licensee shall provide Systems with a reasonably detailed description of those of the Station’s Signal’s packet identifiers (“PIDs”) containing Program-related Material.

(b) Set-top Boxes. To each of its subscribers in an Upgraded System who so request and who own or have on their premises equipment that enables such subscriber to receive and display digital television broadcast signals, Operator agrees to make available a set-top box or comparable device capable of receiving the Digital Programming. So long as Operator is permitted by law to aggregate equipment fees pursuant to Section 76.923 of the FCC’s rules (or similar authority), Operator shall provide such set-top box to such subscribers at a price no higher than that charged to subscribers in such System for an analog set-top box of comparable quality.

(c) Digital Programming Accessibility.

(i) Channel Position. No Upgraded System shall take any action to prevent each full screen video and audio Program Transport Stream contained within Station’s Signal from appearing, from the viewer’s perspective, to be a separate channel on such System. Each System shall carry the Digital Programming on its channel line-up in the same general neighborhood as other local digital broadcast signals of stations owned by or affiliated with the six broadcast networks (“**Local Signals**”). Operator shall use reasonable efforts to make Multiplexed Programming transmitted as of the date hereof (or, if later, the date on which Station first commences digital broadcasting) available on such lineup on contiguous channels. If Station subsequently adds additional Program Transport Streams to its Multiplexed Programming, Operator shall use reasonable efforts to make such Multiplexed Programming available on contiguous channels, subject to available channel capacity, but shall, in any event, carry such Multiplexed Programming in the same general neighborhood of the channel line-up as subsequently added multiplexed programming of other Local Signals. Each System shall inform its subscribers of the channel location(s) on which Station’s Digital Programming is being carried in such System and shall inform Station of any channel position change by no less than thirty (30) days advance written notice.

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(ii) Navigation. If Operator or any System provides subscribers with an on-screen program guide or other navigation device (an “EPG”) that lists or previews channel offerings, Station’s name, logo, and the channel(s) on which Station’s Digital Programming is carried on the Systems shall be listed in as similarly favorable or prominent manner as that of any Local Signal carried by such System; provided, however, that, (i) in any such EPG (including any sub-menus thereof), in the event that all Local Signals (including Station’s) are presented in the relative order of their System channel numbers, Station will be deemed to be listed in a similarly favorable or prominent manner as any other such Local Signal, (ii) Operator’s obligations hereunder shall only apply to EPGs over which Operator or the relevant System has editorial control, and (iii) Station’s right to such similarly favorable or prominent treatment shall be subject to Station’s agreeing to comply with the most favorable (to the Local Signal) terms and conditions offered to any Local Signal for the same treatment; provided, however, that Station shall be excused from meeting those terms and conditions that are prohibited by laws and/or FCC regulations governing non-commercial educational television broadcast stations (e.g., running promotional spots on behalf of Operator). Operator shall ensure that Station’s Digital Programming is accessible through the same EPG, if any, as are other Local Signals.

(iii) Service Tier. Operator shall offer the Digital Programming on each Upgraded System on the digital equivalent of the basic tier and to all subscribers that are capable of receiving digital services, in each case at no charge except for the charge for the digital set-top box or decoder.

(iv) ATSC Standard A/65. No System shall take any action to interfere with the functionality of the data elements, other than those elements that relate to channel positioning, that may be transmitted pursuant to ATSC Standard A/65 (or any successor thereto) or any directly analogous Standard.

(d) Copyright. Carriage of Station’s Signal pursuant to this Agreement shall not convey the copyrights of or to the underlying Digital Programming or other material transmitted by Station.

(e) Ancillary Signal Capacity. Operator retains and reserves all rights in and to all signal distribution capacity contained within the bandwidth of Station’s Signal other than the bandwidth used at any given time for Digital Programming (“**Ancillary Signal Capacity**”), or for other material Licensee and Operator mutually agree in writing shall be carried on Systems. Nothing contained herein shall restrict Operator or 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 Digital Programming. As used in this Agreement, “**Program-related Material**” shall mean (i) closed-captioning for the hearing impaired, video description for the visually impaired, and other data specifically designed to provide access to the programming to persons with disabilities, (ii) second language audio, (iii) program identification codes, (iv) content advisory information, (v) material essential to or necessary for the delivery or distribution of Station’s Signal pursuant to ATSC A/53, ATSC A/65, and MPEG-2 systems layer syntax or substantially similar protocols for any digital

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transmission Standards adopted in the future, (vi) information and material related to specific programming contained in Station's Program Transport Streams, and (vii) information and material primarily designed to promote or support (*e.g.*, by soliciting contributions) Station's broadcast programming; provided, however, that Program-related Material shall not include, and Operator shall not be obligated to deliver to subscribers, any information or material for which Licensee receives or seeks a fee, directly or indirectly, from Operator or any System or seeks a subscription fee, directly or indirectly, from any System subscriber, or that expressly solicits or encourages a System subscriber to purchase products or services directly from a for-profit third party. Program-related Material shall not include material intended for program guides resident in VCRs, "personal TV recorders" or television sets (other than customary "look-ahead" information and identification codes for Station's Digital Programming) and shall not require the purchase of any hardware or software specific to PBS, any program supplier(s), any program(s), or Licensee in order to be exhibited.

(f) Technical Provisions Operator shall have the right to remodulate Station's Signal and statistically multiplex ("**statmux**") such Signal with other digital signals within a single 6 MHz channel provided, however, that carriage of the Signal by Systems shall be without Downconversion or Material Degradation, as defined below (but shall not be required to be better than the Signal as received from Station). "**Material Degradation**" results when the quality of the video and audio portion of the Digital Programming appear materially worse to the average subscriber than it would had the subscriber received the Digital Programming over the air. "**Downconversion**" means the conversion of a digital resolution format to a lower resolution format, compatible with Operator's equipment.

(g) Special Carriage Arrangements. If Station voluntarily or pursuant to FCC directive operates in a digital-only mode and permanently ceases to transmit its analog signal, Operator shall, within sixty (60) days of receiving written notice from Station of such cessation (but in no event prior to such cessation), be obligated to carry the Digital Programming of Station, regardless of whether it would otherwise be considered a Duplicating Station under Section 2(a)(ii)(A).

### 3. Consideration.

(a) The mutual covenants and agreements set forth herein are full and complete consideration for Operator's and Systems', on the one hand, and Licensee's, on the other hand, rights and obligations as described in this Agreement.

(b) Neither party hereto shall charge or seek to charge any System subscriber a separate fee for receipt of or the ability to view all or any portion of Station's Signal without the prior written consent of the other party hereto. The parties agree that a charge levied by Operator for a digital set-top box or other hardware shall not be considered a "fee" for purposes of this Section 3(b).

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4. Term. The term of this Agreement shall be for the period commencing on the Effective Date and ending on the date on which Station is required by law to relinquish its analog broadcasting channel. Station shall provide Operator with no less than 45 days advance written notice of the date by which Station is required to so relinquish its analog channel, or such lesser period as is practicable under the circumstances.

5. Representation and Warranties.

(a) Licensee represents and warrants that (i) Licensee is the license holder of Station and is duly organized and validly existing under the laws of its state of organization, (ii) Licensee has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder, (iii) Licensee is not subject to any contractual or other legal obligation which will in any way interfere with its full performance of this Agreement and Licensee is not required to obtain any consents, authorizations, permits, licenses or exemptions in order to fully perform this Agreement, (iv) the individual executing this Agreement on behalf of Licensee has the authority to do so, (v) Station will at all times be licensed by the FCC as a non-commercial educational television broadcast station and will be in material compliance with such FCC license and FCC rules, and (vi) Station will not transmit programs, as part of the Digital Programming, which are libelous, slanderous, defamatory, invade rights of privacy or infringe or violate copyrights, dramatic or non-dramatic music rights, trademark rights or patent rights.

(b) Operator represents and warrants that (i) Operator is a division of a limited partnership duly organized and validly existing under the laws of its state of organization, (ii) Operator has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder, (iii) Operator is not subject to any contractual or other legal obligation which will in any way interfere with its full performance of this Agreement, (iv) the individual executing this Agreement on behalf of Operator has the authority to do so, (v) Operator is the franchisee of Systems and will at all times be in material compliance with any material franchise agreements and FCC rules, and (vi) all Upgraded Systems will remodulate the Signal into the same digital transmission modulation scheme used by the Upgraded System to transmit digital cable programming.

6. Indemnification and Other Remedies.

(a) Licensee shall indemnify Operator, its affiliates (including controlling persons and related companies), owners, officers, directors, shareholders, employees and agents for, and shall hold them harmless from and against, any and all third-party losses, settlements, claims, actions, suits, proceedings, investigations, judgments, awards, damages and liabilities (collectively, "Losses" and, individually, a "Loss") which are sustained or incurred by or asserted against any of them and which arise out of any breach of this Agreement by Licensee, or any third-party Loss from a claim in connection with the content of programming contained in Signal or Operator's carriage thereof, in



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accordance with this Agreement, (including, without limitation, any Loss arising out of libel, slander, defamation, indecency, obscenity, invasion of right of privacy or infringement or violation of copyrights, dramatic or non-dramatic music rights, trademark rights or patent rights) and shall reimburse them for any and all legal, accounting and other fees, costs and expenses (collectively, “**Expenses**”) reasonably incurred by any of them in connection with investigating, mitigating or defending any such Loss.

(b) Operator shall indemnify Licensee and each of its affiliates (including controlling persons and related companies), owners, officers, directors, shareholders, employees and agents for, and shall hold them harmless from and against, any and all third-party Losses which are sustained or incurred by or asserted against any of them and which arise out of any breach of this Agreement by Operator and shall reimburse them for any and all Expenses reasonably incurred by any of them in connection with investigating, mitigating or defending any such Loss.

(c) Promptly after receipt by a party of notice of the commencement of any action, suit, proceeding or investigation in respect of which a claim for indemnification may be made hereunder by it or its affiliates, officers, directors, shareholders, employees or agents, such party will give written notice thereof to the other party; but the failure to so notify other party will not relieve the other party from any liability or obligation which the other party may have to any indemnified person except to the extent of any material prejudice to the other party resulting from such failure. If any such action, suit, proceeding or investigation is brought against an indemnified person, the indemnifying party will be entitled to participate therein and, if it wishes to assume the defense thereof with counsel satisfactory to the indemnified person (who shall not, except with the consent of the indemnified person, be counsel to the indemnified person) and provided it gives written notice to the indemnified person of its election so to assume the defense thereof, within 15 days of receiving notice of the claim. Each indemnified person will be obliged to cooperate reasonably with the indemnifying party, at the expense of the indemnifying party, in connection with such defense and the compromise or settlement of any such action, suit, proceeding or investigation.

(d) Neither Licensee nor Operator shall, for any reason or under any legal theory, be liable to the other or any third party for any special, indirect, incidental or consequential damages or for loss of profits, revenues, data or services, regardless of whether such damages or loss was foreseeable and regardless of whether it was informed or had direct or imputed knowledge of the possibility of such damage or loss in advance.

7. Force Majeure. Neither party shall have any liability to the other party for any failure to perform hereunder, if such failure is due to: an act of God; inevitable accident; fire; lockout; strike or other labor dispute; riot or civil commotion; act of government or governmental instrumentality (whether federal, state or local); act of terrorism; failure of performance by a common carrier; failure in whole or in part of technical facilities; or other cause (excluding financial inability or difficulty of any kind) beyond such party’s reasonable control.

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8. Termination.

(a) Either party may terminate this Agreement, effective at any time, 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. If the breaching party commences such cure in good faith within thirty (30) days of such notice but completion of such cure is not reasonably practicable within such period, such breaching party may have an additional thirty (30) days in which to complete such cure. A breach of Section 5(a)(vi) shall be deemed cured if Station has ceased transmitting the program(s) that gave rise to such breach. Operator's sole remedy in the event of an uncured breach of Section 5(a)(vi) shall be termination of this Agreement and the indemnity set forth in Section 6(a).

(b) Either party may terminate this Agreement upon at least sixty (60) days' prior written notice to the other party if (i) the compulsory copyright license pursuant to 17 U.S.C. § 111 is no longer available, provided, however, (A) that Operator may only terminate this Agreement under this Section 8(b)(i) if Operator terminates, at substantially the same time, all digital signal retransmission consent agreements with non-commercial educational television broadcast stations containing identical terms to those contained in this Agreement and (B) that either party shall have the opportunity to cure the absence of the compulsory copyright license within sixty (60) days of receiving written notice of the intent to terminate under this provision; or if (ii) the cost to Operator of such compulsory license is materially increased, provided, however, that Licensee shall have the opportunity to "cure" the material increase to Operator within sixty (60) days of receiving written notice of the intent to terminate under this provision by paying Operator the amount of the excess increase. For purposes of this provision, a "**material increase**" in the cost to Operator of such compulsory license means an increase of fifteen percent (15%) or more during any six (6) year period during the term of the Agreement, and the "**excess increase**" means the amount of the increase over fifteen percent (15%).

(c) Termination of this Agreement is in addition to any other rights or remedies that may be available to the terminating party.

9. Entire Agreement; Reservation of Rights. 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 or conditions between the parties with respect thereto. This Agreement conveys to Operator only those rights that are expressly stated herein. All other rights with regard to Station's Signal not specifically granted herein are reserved to Licensee. Nothing herein shall affect any other rights that Licensee may have in relation to Operator or Systems, including but not limited to syndicated exclusivity or network non-duplication rights. This Agreement may be modified or

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amended only by a written instrument signed by Licensee and Operator, except as Licensee and any System may agree otherwise by written instrument.

10. Confidentiality. Neither party shall disclose any information with respect to this Agreement (other than as to this Agreement's existence and/or duration or such information that has been disclosed in a joint press release issued by Time Warner Cable, PBS and APTS) except (a) in the case of Station, to PBS and/or APTS, and in the case of Operator, to its affiliated companies and partners in the Systems, or (b) pursuant to law or any order or formal request of a court or federal, state or local government agency having jurisdiction over such party (in which case such party shall use reasonable efforts to inform the non-disclosing party of such law, request or order, and, if the non-disclosing party so requests, to seek confidential treatment of any disclosed information).

11. Copyright and Trademarks. Without prejudice to any rights granted to Operator herein, Operator recognizes, as between Operator and Licensee, Licensee's exclusive right, title and interest in and to Station's Signal and Station's license to broadcast the programming thereof, and the marks, names and logos of such programming that may hereafter be used.

12. Unauthorized Use. Except as provided herein, Operator shall not, for pay or otherwise, record, copy, duplicate, retransmit and/or authorize the recording, copying, duplication or retransmission of any portion of Station's Signal without the prior written consent of Licensee. This Section 12 does not restrict the practice of connecting distribution cables to System subscribers' videotape recorders or other devices intended for home duplication of video or audio programming.

13. Assignment.

(a) This Agreement may not be assigned by Operator without the prior written consent of Licensee, which shall not be unreasonably withheld, except that Operator may assign this Agreement without the consent of Licensee (but upon prior written notice thereto), with respect to one or more Systems, to (i) any Time Warner Company (as defined in Section 13(c)), (ii) any affiliate of Operator or of any Time Warner Company, or (iii) any entity acquiring all or substantially all of the assets of Operator or the Systems. In the event of any valid assignment of this Agreement by Operator, Operator shall be relieved of all obligations arising thereafter and Licensee shall look solely to the assignee for enforcement of such obligations.

(b) This Agreement may not be assigned by Licensee without the prior written consent of Operator, which shall not be unreasonably withheld, except that Licensee may assign this Agreement without the consent of Operator (but upon prior written notice to Operator) to any entity acquiring Station's noncommercial educational television broadcast license. In the event of any valid assignment of this Agreement by Licensee, Licensee shall be relieved of all obligations arising thereafter and Operator shall look solely to the assignee for enforcement of such obligations.

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(c) As used in this Section 13, "**Time Warner Company**" shall mean (i) Time Warner Inc., a Delaware corporation ("**TWI**"), (ii) Time Warner Entertainment Company, L.P., a Delaware limited partnership ("**TWE**"), (iii) Time Warner Entertainment-Advance/Newhouse Partnership, a New York general partnership ("**TWEAN**"), (iv) TWI Cable, Inc., a Delaware corporation ("**TWIC**"), (v) Paragon Communications, a Colorado general partnership ("**Paragon**") or (vi) any entity in which Operator, TWI, TWE, TWEAN, TWIC or Paragon owns, directly or indirectly, an equity interest of at least 25%. For the purpose of this Section 13(c), an indirect equity interest shall be calculated by multiplying the respective percentages of equity ownership in each successive entity in the chain of equity ownership. Only actual equity ownership shall be counted, not unexercised options or warrants.

14. No Joint Venture or Relationship with Subscribers. Nothing in this Agreement shall create any joint venture or principal-agent relationship between Licensee and Operator. No subscriber of Operator shall be deemed to have any direct or indirect contractual relationship with Licensee by virtue of this Agreement, nor shall any subscriber be deemed to be a third party beneficiary of this Agreement. Operator hereby acknowledges that it, and not Licensee, shall be fully liable for all claims and responsible for all matters with respect to subscribers except for claims for which Licensee shall indemnify Operator pursuant to this Agreement.

15. Notices. All notices, demands, requests or other communications which may be or are required to be given, served or sent by one party to the other party pursuant to this Agreement shall be in writing and shall be sent via registered or certified mail (return receipt requested) to the respective addresses listed below, or such other address as may be specified by written notice by the party to whom the notice is to be given. The date of mailing shall be deemed to be the date of the notice.

If to Licensee:

Ellis Bromberg  
General Manager  
Milwaukee Area Technical College District  
WMVS/WMVT  
1036 North 8<sup>th</sup> Street  
Milwaukee, WI 53233

If to Operator:

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Time Warner Cable  
290 Harbor Drive  
Stamford, CT 06902  
Attn: Senior Vice President and General Counsel

With a copy to: Senior Vice President, Programming

16. 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. Notwithstanding the foregoing, if by reason of legislative or regulatory enactment a party suffers a material adverse change under this Agreement, such party may by written notice to the other party demand renegotiation of this Agreement; in such event, both parties shall attempt in good faith to reach agreement on a fair and equitable adjustment to the terms and conditions of this Agreement.

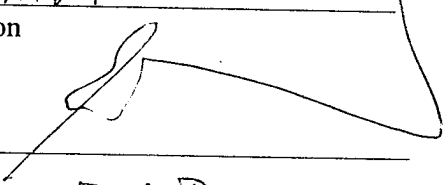
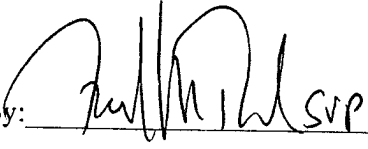
17. Waiver. No waiver of this Agreement shall be deemed to have occurred, nor shall any breach be deemed excused, unless the waiver or excuse is in writing and signed by the party against whom the waiver or excuse is to be asserted. Any waiver of default of any portion of this Agreement shall not constitute a waiver of any other portion hereof, or of any preceding, simultaneous, or succeeding default.

18. Governing Law.

(a) The obligations of the parties under this Agreement are subject to all applicable federal, state and local laws, rules, and regulations (including, but not limited to, the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and as further amended from time to time, the Communications Act of 1934, as amended, and the rules and regulations of the FCC).

(b) This Agreement and all collateral matters relating thereto shall be construed in accordance with the laws of the State of New York, applicable to agreements fully made and to be performed entirely within such State.

IN WITNESS WHEREOF, the parties have executed this Digital Signal Retransmission Agreement as of the date first written above.

<p><u>Milwaukee Area Technical College</u> Licensee</p> <p>For</p> <p><u>WMVT</u> Station</p> <p>By: </p> <p>Name: <u>Ellis Bromberg</u></p> <p>Title: <u>General Manager</u></p>	<p>Time Warner Cable, a division of Time Warner Entertainment Co., L.P.</p> <p>By: </p> <p>Name: _____</p> <p>Title: _____</p>
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10/18/05

**Exhibit A**

<b>Station Carried</b>	<b>Station Licensee City</b>	<b>Time Warner System/Service Area</b>	<b>State</b>
WMVT	Milwaukee	BURLINGTON	WISCONSIN
		CEDARBURG	WISCONSIN
		GREENFIELD	WISCONSIN
		HOWARDS GROVE	WISCONSIN
		KENOSHA	WISCONSIN
		MENOMONEE FALLS	WISCONSIN
		PLYMOUTH	WISCONSIN
		HOLLAND	WISCONSIN
		JANECEK	WISCONSIN
		WEST ALLIS	WISCONSIN