

## NEWS BROADCAST LICENSE AGREEMENT

This News Broadcast License Agreement ("Agreement") is made as of this 25<sup>th</sup> day of April 2018 to become effective as of May 7, 2018 ("Effective Date") by and between Scripps Media, Inc., on behalf of KMGH-TV, Denver, Colorado ("KMGH"), and Channel 3 TV Company, LLC, licensee of KCDO-TV ("KCDO").

WHEREAS, KMGH owns or otherwise has rights in certain News Programming Content (as defined below) and desires to grant KCDO a license to rebroadcast such News Programming Content on its television station licensed to Sterling, Colorado.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on April 26, 2020, unless earlier terminated as provided for herein (the "Term").

2. **License.**

(a) KMGH hereby grants KCDO the nonexclusive, nontransferable right and license to rebroadcast the following KMGH newscasts (collectively, the "News Programming Content"):

KMGH's Monday through Friday 6:00 am newscast at 9:00 am on KCDO  
KMGH's Monday through Friday 11:00 am newscast at 1:00 pm on KCDO  
KMGH's Monday through Friday 10:00 pm newscast at 11:00 pm on KCDO  
(with an option for an additional rebroadcast at 12:30 am or 1:00 am  
the following day on KCDO)  
KMGH's Saturday 7:00 am newscast at 10:00 am on KCDO  
KMGH's Sunday 7:00 am newscast at 10:00 am on KCDO (first hour only)  
KMGH's Saturday and Sunday 5:00 pm newscast at 7:00 pm on KCDO  
KMGH's Saturday and Sunday 10:00 pm newscast at 11:00 pm on KCDO  
KMGH's Sunday 4:00 pm public affairs program "Politics Unplugged" at  
12:00 Noon Sunday on KCDO (KMGH will deliver this program  
via FTP to KCDO.)

The News Programming Content shall be rebroadcast on the primary channel of KCDO-TV as set forth on Exhibit A hereto. KCDO may edit clips from the News Programming Content to use for station promotion. The News Programming Content will be of broadcast quality consistent with standards recognized in the broadcast industry and will be produced in a professional manner and in accordance with FCC rules and regulations. This license extends only to broadcast on KCDO-TV, licensed to Sterling, Colorado, as extended by its translators within the Denver Designated Market Area ("DMA"). KMGH shall not provide a license for the rebroadcast of the News Programming Content to any other broadcaster in the Denver DMA. The material provided by KMGH to KCDO and covered by this license may not be distributed over any other medium of mass communication, provided that KCDO may grant retransmission consent or require

mandatory carriage of its entire broadcast signal with respect to multichannel video programming distributors in the Denver DMA pursuant to 47 U.S.C. § 325.

(b) KCDO specifically agrees to rebroadcast KMGH's News Programming Content only at the times set forth above and specified in Exhibit A. In the event that a newscast is preempted by KMGH or rebroadcast is impossible because of technical difficulties, KCDO may substitute the immediately preceding newscast. Each newscast or public affairs program will air otherwise only one time unless the parties agree to an optional second rebroadcast of the KMGH 10:00 pm newscast. KMGH at its discretion shall provide pre-produced programming that KCDO may use in case of technical difficulties with the News Programming Content.

(c) As between the parties, KMGH is the owner of the copyright of all News Programming Content rebroadcast on KCDO as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under the copyright laws of the United States. KMGH retains local broadcast rights for the Denver DMA.

3. Restriction on Use.

(a) KCDO shall neither broadcast, nor cause to be broadcast, any of KMGH's News Programming Content without giving credit to KMGH. KCDO shall not permit KMGH's News Programming Content or any part thereof to be reproduced or to come into the possession of anyone other than KCDO or personnel connected with the authorized rebroadcasting of KMGH's News Programming Content licensed hereby or viewers of KCDO over whom KCDO has no control.

(b) KMGH shall have the sole right to take action against any third party for infringement or unauthorized use of KMGH's News Programming Content. However, KMGH shall not be under any duty to KCDO whatsoever to take action against any third party for such infringement or unauthorized use.

4. Promotion.

(a) KMGH shall endeavor to promote the rebroadcast by KCDO of the News Programming Content through a promotional mention during the original newscast or public affairs program on KMGH.

(b) KCDO shall promote the News Programming Content through a promotional schedule of at least twenty (20) spots per week (in any combination of 0:10, 0:15, or 0:30 spots) in any daypart. At the request of KMGH, KCDO shall use promotional announcements prepared by KMGH. The license granted hereunder shall include all rights necessary for KCDO to promote its rebroadcasts of the News Programming Content on-air, on its website, and on social media, including rights to the use of music, logos, set designs, and the names and likenesses of KMGH on-air talent, provided that any such promotion shall be subject to the prior written approval of KMGH.

5. Transport Costs. KCDO shall initially record the News Programming Content off-air, delete KMGH non-program elements (i.e., commercials and promotional announcements) and



shall insert KCDO's commercials, promotional announcement, and public service announcements as necessary. Upon mutual agreement, when the necessary technology is available to the parties, KMGH shall provide a version of the News Programming Content without KMGH non-program elements. In this case, KCDO shall pay all expenses incurred in transporting KMGH's signal containing the News Programming Content to KCDO's facilities via an IP link ("Transport Costs"). To the extent a party incurs capital costs for equipment to facilitate the transport of video files from KMGH to KCDO, then such party shall bear those costs individually.

6. [REDACTED] KMGH shall provide and prepare the News Programming Content for rebroadcast by KCDO, including by separating individual segments and commercial spots and making available such prepared News Programming Content to KCDO. If this KCDO shall pay KMGH a monthly license fee of \$10,000 (ten thousand dollars).

7. [REDACTED] (a) [REDACTED] KCDO shall have the exclusive right to sell advertising time within the broadcast of the News Programming Content. The parties agree that any and all Net Revenue (as defined below) generated from the sale of any commercial content sold within KCDO's rebroadcast of KMGH's News Programming Content will be shared equally between KCDO and KMGH.

(b) [REDACTED] Net Revenue means all revenue earned by KCDO from the sale of all advertising spots within KCDO's rebroadcasts of the News Programming Content, including without limitation, second line and on-line, less KCDO's Costs (as defined below).

(c) [REDACTED] KCDO's Costs means (i) agency and sales commissions for the sale of on-air advertising spots and (ii) time period revenue (within the parties' agreed broadcast hours) for the sale of on-air advertising spots through the use of KMGH's AP and CNN Newscast rights fees. The parties agree that the total amount of KCDO's Costs shall not exceed \$100,000 per week and \$1,000,000 per year, respectively, throughout the term, and the Transport Costs, if applicable.

(d) [REDACTED] KMGH shall be entitled to fifty percent (50%) of any and all Net Revenue from all sales that are invoiced and collected during and after the expiration of the term.

8. [REDACTED] [REDACTED] KCDO shall pay to KMGH the monthly license fee and KMGH shall pay to KCDO the revenue within sixty days of the end of the applicable broadcast month. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

9. Information/Inspection Rights. During the Term and for a period of one (1) year thereafter ("Record Keeping Period"), KCDO shall maintain complete and accurate books and records, in accordance with generally accepted accounting practices, as appropriate to verify its compliance with its obligations under this Agreement. At any time during the Record Keeping



Period, KMGH shall have the right to inspect and audit such books and records. KMGH shall be responsible for the costs of any such audit; provided, however, in the event the audit reveals an underpayment of four percent (4%) or more of the total payments made during the Term pursuant to this Agreement, KCDO will pay the costs of the audit along with the amount of the underpayment.

**10. Termination.**

(a) Either party may terminate this Agreement upon sixty (60) days prior written notice at any time after the first 26 weeks of the Term.

(b) The non-breaching party may terminate this Agreement if the other party materially breaches any of its representations, warranties, obligations, or agreements hereunder and fails to cure such breach within fifteen (15) days following receipt of written notice thereof from the non-breaching party.

(c) The Confidentiality provisions of Section 13 herein and the Indemnification provisions of Section 14 shall survive the termination of this Agreement.

**11. General Representations and Warranties.** Each party represents and warrants that:

(a) it will comply with all laws applicable to its performance hereunder and obtain all permits and licenses required to so comply;

(b) it is organized and in good standing under the laws of its state of incorporation or formation and is qualified and in good standing as a foreign corporation or limited liability company under the laws of any jurisdiction where it conducts business related to this Agreement; and

(c) its execution, delivery, and performance of this Agreement has been duly authorized by all appropriate corporate or limited liability company action on the part of such party, and this Agreement constitutes the valid and binding obligation of such party enforceable in accordance with the terms hereof.

**12. Insurance.** Each Party shall maintain, to the extent necessary and appropriate for its operations, broadcasters' liability insurance policies covering libel, slander, invasion of privacy, and any other claims arising out of or related to any content, general liability, crime, property damage, business interruption, automobile liability, and workers' compensation insurance in forms and amounts that are customary in the television broadcast industry.

**13. Confidentiality.** The parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire Confidential Information (as defined below) of the other party. Each party receiving Confidential Information (the "Receiving Party") agrees to (a) maintain all such Confidential Information received from the other Party (the "Disclosing Party"), both orally and in writing, in confidence and (b) not disclose, reveal, or share Confidential Information with any other person, except its directors, officers, controlling affiliates, employees, consultants, and advisors (the persons to whom such disclosure is permissible being collectively

"Representatives") who need to know such information for the purpose of performing pursuant to this Agreement (it being understood that, before disclosing such information or any portion thereof to such Representatives, the Receiving Party will inform its Representatives of the confidential nature of the information being disclosed and their duty to treat such information in accordance with this Agreement, and in the case of consultants or advisors (other than legal counsel for the Receiving Party), will obtain such Representatives' written agreement to be bound by such duty). The Receiving Party further agrees to use the Confidential Information of the Disclosing Party only for the purpose of performing this Agreement. In the event that a Receiving Party is required by law or judicial order to disclose Confidential Information, the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure and shall reasonably cooperate with the Disclosing Party's efforts to secure such a protective order or other legal remedy to prevent the disclosure. "Confidential Information" means material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers, and the intellectual property of the other party that may not be accessible or known to the general public. The terms of this Agreement shall be the Confidential Information of both parties, but may be disclosed by either party to investors, bankers, potential buyers, or similar parties with the need to know, subject to a written agreement to be bound to the provisions of this Section. Confidential Information does not include information that (w) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (x) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (y) is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; or (z) is independently developed by the Receiving Party without resort to Confidential Information.

**14. Indemnification.**

(a) KMGH agrees to indemnify and hold harmless KCDO and each and all of KCDO's associates, owners, stockholders, subsidiaries, affiliates, predecessors, successors, heirs, assigns, agents, directors, officers, partners, employees, representatives, and attorneys of and from any and all manner of action or actions, cause or causes of action, at law or in equity, suits, debts, liens, damages, injuries, liabilities, claims rights, obligations, demands, losses, costs or expenses, of any nature whatsoever which arise out of breach of any representation made herein or which arise out of KMGH's News Programming Content.

(b) KCDO agrees to indemnify and hold harmless KMGH and each and all of KMGH's associates, owners, stockholders, subsidiaries, affiliates, predecessors, successors, heirs, assigns, agents, directors, officers, partners, employees, representatives, and attorneys of and from any and all manner of action or actions, cause or causes of action, at law or in equity, suits, debts, liens, damages, injuries, liabilities, claims rights, obligations, demands, losses, costs or expenses, of any nature whatsoever which arise from the rebroadcast, editing, or use of KMGH's News Programming Content in any fashion, by or on behalf of KCDO or by or on behalf of any person or entities acting in concert with KCDO or which arise from the promotion of KMGH's News Programming Content without KMGH's prior approval.

**15. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR



PUNITIVE DAMAGES (INCLUDING LOSS OF ANTICIPATED REVENUES OR PROFITS, OR FAILURE TO REALIZE EXPECTED REVENUES) ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR ANY OF THE SERVICES PROVIDED HEREUNDER, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF ANY AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE SAME.

THE LIABILITY OF ANY PARTY FOR BREACH OF THIS AGREEMENT OR OTHERWISE (INCLUDING FOR INDEMNIFICATION CLAIMS AND TORT CLAIMS) SHALL NOT EXCEED THE TOTAL REVENUE GENERATED UNDER THIS AGREEMENT.

16. **Assignment.** Neither party may assign its rights or obligations, or delegate any duties, hereunder without the prior written consent of the other party. Neither party shall unreasonably withhold its consent to the assignment of this agreement as part of the transfer of control or assignment of the license of KMGH-TV or KCDO-TV. It shall not be unreasonable for either party to terminate this Agreement upon the transfer or assignment of KMGH-TV or KCDO-TV to a direct competitor within the DMA.

17. **Force Majeure.** No party shall be responsible for the delay in the performance of any obligation hereunder due to accidents, fires, storms, floods, earthquake, explosion, wars, acts of terrorism, riots, rebellions, insurrections, blockages, strike or labor disruption, acts of governments, governmental requirements and regulations, restrictions imposed by law or any other similar conditions, beyond the reasonable control and without the fault or negligence of such party (a "Force Majeure Event") provided that such party gives prompt notice to the other party of the Force Majeure Event, specifying the nature and particulars thereof and the expected duration thereof. Upon the cessation of the Force Majeure Event, the party affected thereby shall promptly notify the other party of such fact and use its best efforts to resume normal performance of its obligations under the Agreement as soon as possible.

18. **Governing Law.** This Agreement shall be in all respects governed by and construed in accordance with the laws of the State of New York (excluding choice-of-law provisions thereof).

19. **Binding Effect; No Third-Party Beneficiaries; No Successor Liability.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.

20. **Relationship of the Parties.** No party is an agent of any other party and no party has any authority to bind any other party, transact any business in any other party's name or on its behalf, or make any promises or representations on behalf of any other party unless agreed to in writing. The parties will perform all of their obligations under this Agreement as independent contractors, and no partnership or other relationship shall be created or implied by this Agreement.

21. **Entire Agreement; Amendments; Waivers.** This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be

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waived, only by written instrument making specific reference to this Agreement signed by the parties. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

**22. Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), or (ii) one (1) business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the addresses set forth below (or to such other address as a party may have specified by notice given to the other party pursuant to this provision).

If to KCDO:                    KCDO-TV  
3001 South Jamaica Court, Suite 210  
Aurora, Colorado 80014  
Attention: General Manager

with copy to:                Catherine E. Danz  
President  
Channel 20 TV Company  
2401 North Halstead Street, Suite 200  
Chicago, Illinois 60614

If to KMGH:                    KMGH  
123 Speer Boulevard  
Denver, Colorado 80203  
Attention: General Manager

with copies to:                Scripps Media, Inc.  
312 Walnut Street, 28th Floor  
Cincinnati, Ohio 45202  
Attention: William Appleton, EVP and General Counsel

and

Brooks Pierce McLendon Humphrey & Leonard, L.L.P.  
150 Fayetteville Street, Suite 1700  
Raleigh, North Carolina 27601  
Attention: David Kushner

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23. Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

SCRIPPS MEDIA, INC.



Name: Dean L. Hester  
Title: VP/GM

CHANNEL 3 TV COMPANY, LLC



Name: Greg Armstrong  
Title: President and General Manager



## Exhibit A



## KCDO-TV Program Schedule

Q2 2018

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Time
5:00 AM			Judge Faith			Dental TV	Paid	5:00AM
5:30 AM			Couples Court			Paid	Paid	5:30 AM
6:00 AM			Paid			Davidson's Craft Beer	CNTV	6:00 AM
6:30 AM			Les Feldick			Davidson's Craft Beer	Paid	6:30 AM
7:00 AM	Six Kids	Missing	Dog Tales	America's Mustangs	Animal Rescue	Wade's Holly Wood Trains	The Truth in Love	7:00 AM
7:30 AM			Andrew Wornstock			Colbar Hobbies	In Search	7:30 AM
8:00 AM			Paternity Court			Paid	Dennis Leonard	8:00 AM
8:30 AM			Paternity Court			Paid	Perry Stone	8:30 AM
9:00 AM						Racing for Glory	Catholic Mass	9:00 AM
9:30 AM			News7 Repeat of 6-7am			Davidson's Craft Beer	Christian Worship Center	9:30 AM
10:00 AM			America's Court			7News Repeat 7-9am	7News Repeat 7am	10:00 AM
10:30 AM			America's Court					10:30 AM
11:00 AM			Judge Mablean			7News Repeat 7-9am	The Aaron Harber Show	11:00 AM
11:30 AM			Judge Mablean				The Aaron Harber Show	11:30 AM
12:00 PM			Couples Court			Dental TV	Politics Unplugged	12:00 PM
12:30 PM			Supreme Justice			Paid	Paid	12:30 PM
1:00 PM			News7 Repeat of 11-1130am			Paid	Paid	1:00 PM
1:30 PM			Cheaters			Paid	Paid	1:30 PM
2:00 PM			Killer Mysteries			Davidson's Craft Beer	Dental TV	2:00 PM
2:30 PM			Cheaters			Paid	Paid	2:30 PM
3:00 PM							Paid	3:00 PM
3:30 PM			Jerry Springer			Dateline	Paid	3:30 PM
4:00 PM								4:00 PM
4:30 PM			Jerry Springer			Dateline	The X-Files	4:30 PM
5:00 PM			Page Six TV					5:00 PM
5:30 PM			Top 30			Dateline	Dateline	5:30 PM
6:00 PM								6:00 PM
6:30 PM			Dateline			Murdoch Mysteries	Dateline	6:30 PM
7:00 PM								7:00 PM
7:30 PM			Dateline			7News Repeat 5pm	7News Repeat 5pm	7:30PM
8:00 PM			Family Feud			Family Feud	The Aaron Harber Show	8:00 PM
8:30 PM			Family Feud			Family Feud	The Aaron Harber Show	8:30 PM
9:00 PM			Millionaire			Scandal	Murdoch Mysteries	9:00 PM
9:30 PM			Millionaire					9:30 PM
10:00 PM			Family Feud			Scandal	Family Feud	10:00 PM
10:30 PM			Family Feud				Family Feud	10:30 PM
11:00 PM			7News 10pm Repeat			7News Repeat 10pm	7News Repeat 10pm	11:00 PM
11:30 PM			Funny You Should Ask			Funny You Should Ask	Funny You Should Ask	11:30 PM
12:00 AM			Anger Management			Pleasure's Dudes	Daveco Liquor 5280	12:00 AM
12:30 AM			Anger Management			Pleasure's Dudes	Daveco Liquor 5280	12:30 AM
1:00 AM						Don't Bank	Anger Management	1:00 AM
1:30 AM			Harry			Don't Bank	Anger Management	1:30 AM
2:00 AM			Funny You Should Ask			Jennifer Day TV	Anger Management	2:00 AM
2:30 AM			Impractical Jokers			Paid	Anger Management	2:30 AM
3:00 AM			Cops			Radical for Christ	Dental TV	3:00 AM
3:30 AM			Cops			Dental TV	Paid	3:30 AM
4:00 AM			Justice for All					4:00 AM
4:30 AM			The Verdict			Haven	TBD	4:30 AM