

## RETRANSMISSION CONSENT AGREEMENT

This RETRANSMISSION CONSENT AGREEMENT (this "Agreement") is made as of August 1, 2015 (the "Effective Date"), by and between Broadcaster (as defined and set forth below), which owns the television station or stations listed in Exhibit A, attached to, and made a part of, this Agreement (collectively, the "Stations," and individually, a "Station") and Operator (as defined and set forth below). Except for the terms defined immediately below, capitalized terms have the meanings set forth in Exhibit B, attached to, and made a part of, this Agreement.

**BROADCASTER:** Blue Mountain Broadcasting Association, licensee of, and with respect to, its broadcast television stations (as set forth in Exhibit A), including any of their satellites, translators or repeaters ("Broadcaster").

**OPERATOR:** Charter Communications Holding Company, LLC ("Operator").

**TERM:** The "Term" of this Agreement will begin as of August 1, 2015, and will continue through 11:59 p.m., Mountain Time, on July 31, 2025, unless earlier terminated pursuant to the provisions of this Agreement, and will automatically renew for any number of successive 1-year periods, unless terminated by either party effective at the end of the initial term or then-current renewal term (as the case may be) by giving the other party written notice at least 4 months prior to the end of the initial term or then-current renewal term (as the case may be).

**Grant of Rights.** Pursuant to Section 325(b) of the Communications Act of 1934, as amended, and the rules and regulations of the FCC, as may be amended from time to time (the "FCC Rules"), Broadcaster grants to Operator the non-exclusive right to receive and retransmit each Broadcast Signal to each Subscriber (as defined in Exhibit B) that is served by a Qualifying System (as defined in Exhibit B). This Agreement will not govern carriage of the Broadcast Signal(s) by any System during any portion of the Term with respect to which such System is carrying such Broadcast Signal(s), including the Broadcast Signal(s) of any Additional Station(s), pursuant to a "must-carry" election.

**Terms and Conditions.** By signing below, the parties agree to the terms and conditions set forth in this Agreement, including Exhibit A and Exhibit B. This Agreement may not be modified, except in a writing signed by each party to this Agreement.

**Blue Mountain Broadcasting Association**

By: Judy Vietz

Name: Judy Vietz

Title: President

**Charter Communications Holding Company, LLC**  
By: Charter Communications, Inc., its Manager

By: Allan Singer

Name: Allan Singer

Title: Senior Vice-President, Programming

**EXHIBIT A**

**Station(s) and System(s).** The System(s) and Station(s) covered by this Agreement as of the Effective Date are listed below. Any inadvertent omission of any System(s) or Station(s) will be corrected promptly upon discovery. Any Qualifying System that, in accordance with the terms of this Agreement, commences retransmission of a Broadcast Signal after the Effective Date, and that is added to Exhibit A, will be deemed a "System" concurrent with the commencement of such retransmission; and, any Additional Station will be added to this Exhibit A in accordance with the terms of this Agreement. As of the Effective Date, Broadcaster owns and manages all of the Stations listed below.

**STATIONS**

STATION CALL LETTERS	STATION'S PRIMARY DMA	STATION'S NETWORK AFFILIATION AS OF THE EFFECTIVE DATE	RF CHANNEL
<b>K21JQ-D</b>	<b>Yakima-Pasco-Richland-Kennewick</b>	<b>INDEPENDENT</b>	<b>21</b>
<b>K31KL-D</b>	<b>Yakima-Pasco-Richland-Kennewick</b>	<b>INDEPENDENT</b>	<b>31</b>
<b>K36EW-D</b>	<b>Yakima-Pasco-Richland-Kennewick</b>	<b>INDEPENDENT</b>	<b>36</b>

**SYSTEMS**

STATION CALL LETTERS	HEADEND NAME	"CHANNEL LINEUP"/ SYSTEM NAME	PRIMARY DMA LOCATION	PRIMARY FEED EPG CHANNEL NUMBER	DMA SYSTEM HD CHANNEL NUMBER
<b>K36EW-D</b>	Kennewick	Hermiston, OR	Yakima-Pasco-Richland-Kennewick	179	N/A
	Kennewick	Kennewick, WA	Yakima-Pasco-Richland-Kennewick	179	N/A
	Kennewick	Milton Freewater, OR	Yakima-Pasco-Richland-Kennewick	179	N/A
	Kennewick	Walla Walla, WA	Yakima-Pasco-Richland-Kennewick	179	N/A
	Wenatchee	Wenatchee, WA	Seattle-Tacoma	179	N/A
	Yakima	Grandview (Yak), WA	Yakima-Pasco-Richland-Kennewick	179	N/A
	Yakima	Prosser, WA	Yakima-Pasco-Richland-Kennewick	179	N/A
	Yakima	Sunnyside (Yakima), WA	Yakima-Pasco-Richland-Kennewick	179	N/A
	Yakima	Yakima, WA (P)	Yakima-Pasco-Richland-Kennewick	179	N/A

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STATION CALL LETTERS	HEADEND NAME	"CHANNEL LINEUP"/ SYSTEM NAME	PRIMARY DMA LOCATION	PRIMARY FEED EPG CHANNEL NUMBER	DMA SYSTEM HD CHANNEL NUMBER
K36EW.2	Kennewick	Hermiston, OR	Yakima-Pasco-Richland-Kennewick	233	N/A
	Kennewick	Kennewick, WA	Yakima-Pasco-Richland-Kennewick	233	N/A
	Kennewick	Milton Freewater, OR	Yakima-Pasco-Richland-Kennewick	233	N/A
	Kennewick	Walla Walla, WA	Yakima-Pasco-Richland-Kennewick	233	N/A
	Wenatchee	Wenatchee, WA	Seattle-Tacoma	233	N/A
	Yakima	Grandview (Yak), WA	Yakima-Pasco-Richland-Kennewick	233	N/A
	Yakima	Prosser, WA	Yakima-Pasco-Richland-Kennewick	233	N/A
	Yakima	Sunnyside (Yakima), WA	Yakima-Pasco-Richland-Kennewick	233	N/A
	Yakima	Yakima, WA (P)	Yakima-Pasco-Richland-Kennewick	233	N/A

**EXHIBIT B****Standard Terms and Conditions**

1. **Definitions.** In addition to any capitalized terms used and defined elsewhere in this Agreement, the following terms have the meanings ascribed below:

(a) **“Broadcast Signal”** means the digital broadcast signal of the applicable Station (including video, accompanying audio and Program-Related Materials), and to the extent available the analog broadcast feed, in a form compliant with Advanced Television Systems Committee (“ATSC”) standards, that includes the Primary Channel and also may include one or more additional component feeds of video programming, whether in high-definition format or otherwise (each such additional component feed, a **“Multicast Channel”**). Notwithstanding the foregoing, portions of the Station’s digital broadcast signal that include any of the following will not be deemed to be part of the Broadcast Signal, as that term is used in this Agreement, and Operator shall have no obligations under this Agreement with respect to any such portions of such Broadcast Signal: (i) any content, information or material on any programming feed for which Broadcaster or a Station receives, or seeks, a fee directly from any Subscriber; (ii) any data-casting, ancillary or supplementary services or other non-broadcasting services; (iii) any interactive element or transactional application that requires the functionality of two-way cable plant; and (iv) any material transmitted which would not be displayed on standard television reception devices receiving a Broadcast Signal off-air.

(b) **“Charter Entity”** means Charter Communications, Inc. (“CCI”), Charter Communications Holding Company, LLC (“CCHC”), any entity that Controls, is Controlled by, or under common Control with CCI or CCHC (each a **“Charter Affiliate”**), or any entity in which CCI, CCHC or any Charter Affiliate has at least a 25% ownership interest.

(c) **“Control”** (including, with correlative meanings, **“Controlled”** and **“Controlling”**) means the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

(d) **“Designated Market Area”** or **“DMA”** means the area within which the applicable Station is entitled to elect mandatory carriage pursuant to §76.55 and §76.56 of the FCC Rules (e.g., the Station’s **“Designated Market Area”** or **“DMA”** as defined by Nielsen Media Research, or its successor entity, if any), including any area pursuant to a successful market-modification procedure.

(e) **“Eligible Non-DMA Area”** means an area outside of a Station’s DMA where: (i) such Station either: (A) has **“significantly viewed”** status (as defined in §76.54 of the FCC Rules, as may be amended); or (B) was carried by a System under a valid retransmission consent agreement in effect on the day prior to the Effective Date.

(f) **“Eligible Non-DMA System”** means a System serving an Eligible Non-DMA Area.

(g) **“EPG”** means electronic programming guide.

(h) **“FCC”** means the Federal Communications Commission.

(i) **“HD Format”** means a transmission in true ATSC-approved high-definition digital television format with a resolution of at least 720p or 1080i.

(j) **“Local System”** means a System that is located in whole or in part in the DMA of a Station and that serves cable television subscribers the majority of whom (*i.e.*, more than 50%) are located inside such Station’s DMA.

(k) **“Other Station”** means any broadcast television station, owned or operated by a party other than Broadcaster or an entity Controlling, Controlled by or under common Control with Broadcaster.

(l) **“Primary Channel”** means the programming feed within a Broadcast Signal that: (i) contains substantially all the programming provided by the television network with which the applicable Station is primarily affiliated; and (ii) has been designated by Broadcaster as such Station’s “primary channel” consistent with FCC and industry standards. If two or more Stations are licensed to serve the same DMA and the Primary Channel of each such Station is of the same broadcast network affiliation, then Operator will be required to carry the Primary Channel of only one such Station, and, for purposes of this Agreement, such Stations will be deemed a single Station.

(m) **“Program-Related Materials”** means, for each retransmitted feed in a Station’s Broadcast Signal: (i) simultaneous closed-captioning information for the hearing impaired carried in CEA-708 standard format plus CEA-608 standard format compatibility bytes for the reconstruction of such closed-captioning information; (ii) program identification codes (including those used by Nielsen Media Research or its successor, if any), watermark(s), and/or copy control information; (iii) program ratings information; (iv) no more than one alternative language subtitle or secondary audio for the program then being broadcast (including descriptive video services, if applicable); (v) other material as may be essential to, or necessary for, the delivery or distribution of the primary video or primary audio signal of the Broadcast Signal; (vi) information and material directly associated with specific programming or commercial advertisements, if such information or material is transmitted concurrently or substantially concurrently with its associated programming or commercial advertisement and does not require the functionality of two-way cable plant; and (vii) any material that Operator is required to retransmit pursuant to FCC Rules or other applicable law. All such material must be inserted in the Broadcast Signal by Broadcaster in a manner then commonly available and widely utilized by the broadcast and cable television industries.

(n) **“Qualifying System”** means each multichannel video programming distribution system (as defined in Section 602 of the Communications Act of 1934, as amended) directly or indirectly owned or operated and managed by any Charter Entity during the Term that: (i) provides multichannel video services to Operator’s residential or commercial customers via closed signal paths; (ii) qualifies as a “cable system” under 17 U.S.C. § 111(f); and (iii) either: (A) serves areas located within a Station’s DMA (**“In-Market”**); or (B) serves Eligible Non-DMA Areas but no other area outside of a Station’s DMA.

(o) **“Subscriber”** means any customer authorized by any System to receive cable television services. Without limiting the generality of the foregoing, “Subscriber” includes each residential location, such as single-family dwellings (whether in a single-family or multi-unit building), hotel/motel guest rooms, hospital rooms, dormitory rooms and prison cells, and each commercial location, such as office buildings, lobbies, common areas, bars, restaurants and other establishments or areas to which the public may be admitted.

(p) **“System”** means each Qualifying System that retransmits the Broadcast Signal of a Station pursuant to this Agreement.

## 2. Retransmission of Broadcast Signal.

(a) **General Obligation.** Broadcaster will, at its expense, deliver to each System’s reception site the Broadcast Signal of each Station being retransmitted by a System, with a signal quality sufficient to meet the FCC’s signal quality standards. Broadcaster may deliver each such Broadcast Signal via over-the-air broadcast

transmission, Station-owned or Station-controlled fiber transport or any other mutually-agreed upon means. Except as expressly provided otherwise in this Agreement, each System will retransmit the Broadcast Signal (including any Program-Related Materials) of each applicable Station to each Subscriber in such System pursuant to the terms of this Agreement.

(b) Downconversion of Primary Channel. Operator shall carry on each Local System a version of the Primary Channel downconverted into an analog format, if, and only if, such Local System retransmits the signal of any Other Station in an analog format, and/or standard definition (“SD”) digital television format (each such downconverted channel, a “**Downconverted Primary Channel**”), as appropriate to ensure that the Downconverted Primary Channel of each Station is received by all Subscribers receiving such Primary Channel under this Agreement. The Downconverted Primary Channel must be of equal or better quality to any other similarly formatted broadcast television signal (*i.e.*, analog or SD Format, as applicable) downconverted by Operator in such System(s).

(c) Digital Format. A System that does not retransmit any Other Station in a digital format will have the right, but not the obligation, to retransmit the Broadcast Signal(s) of the applicable Station(s) in a digital format.

(d) Carriage of Multicast Channels. Notwithstanding anything to the contrary in this Agreement, Operator has no obligation to retransmit any Multicast Channel that: (i) is not transmitted by the Station to the public by over-the-air means; (ii) is subleased to, or otherwise controlled by, a third party; (iii) includes any fee-based, subscription, pay-per-view, video-on-demand or premium content, or any interactive element or transactional application that requires two-way cable plant; (iv) substantially duplicates the programming of another broadcast station, channel or television programming service transmitted by the pertinent System, or that consists of the Primary SD Feed if such System is then retransmitting either such Station’s analog signal or downconverted Primary Feed and/or downconverted Primary HD Feed; (v) contains more than 35 hours per week of paid programming, home shopping, infomercials or other programming that solicits contributions or sales (as such terms are commonly understood in the cable television industry) (collectively, “**Paid Programming**”), or contains any Paid Programming during prime time; (vi) is not available to viewers on a full-time basis or that is only available for “occasional use” transmissions (provided that, if any such “occasional use” transmissions consist of high-profile special events (*e.g.*, additional Olympics feeds, NCAA games, *etc.*), then each pertinent System will use its commercially reasonable efforts to carry such feeds, bandwidth and equipment availability permitting). Furthermore, under no circumstances will either Operator or any System be obligated to carry or retransmit more than 2 Multicast Channels of any Station at any time during the Term. Each Station will give Operator at least 90 days’ prior written notice of its intention to launch a Multicast Channel.

In the event Operator or a System does provide carriage of a Multicast Channel pursuant to this Agreement, then Broadcaster will make available to Operator or the applicable System (to be used at Operator’s option and control) not less than two minutes of commercial time per hour on the Multicast Channel, equally distributed throughout each and every hour of the day that the Multicast Channel is broadcast. Broadcaster will “tone-switch” all of Operator’s commercial time, using industry-recognized equipment.

### 3. Manner of Retransmission.

(a) Retransmission of Entire Signal. Each System that retransmits the feed of a Broadcast Signal or any portion of the Broadcast Signal of a Station will retransmit such retransmitted feed in the technical manner that is required for digital must-carry stations and in its entirety, without editing, time delay, interruption, alteration, superimposition, acceleration deletion, downconversion to a lower resolution format, or material degradation, except as may be required by the FCC or as otherwise permitted under this Agreement. Notwithstanding anything in the foregoing to the contrary, Operator will not be obligated to provide a signal quality greater than the quality of the Broadcast Signal delivered by Broadcaster to Operator or the applicable

System. Operator is under no obligation to carry any Primary Channel or Multicast Channel that is subject to “blackouts” pursuant to the FCC’s network non-duplication or syndicated exclusivity regulations (each, a “**Blackout Station**”) and may discontinue retransmission of any Blackout Station upon at least 30 days’ prior written notice to Broadcaster. Additionally, Operator is not obligated to retransmit any portion of the Broadcast Signal of any Station that exceeds 19.394 megabits-per-second stream of data within a six-megahertz band. Any portion of the 19.394 megabits-per-second stream that is not being used by Broadcaster shall be retained by Operator.

(b) Signal Quality as Retransmitted by Operator. Each Station and System will comply with all then-applicable FCC Rules and technical standards. Operator will ensure that the quality of each retransmitted broadcast feed of a Station, from an average viewer’s perspective, is not materially less than that of the corresponding digital broadcast signal of any Other Station broadcast in the same format, data rate, signal quality and signal strength as the similarly formatted programming feeds of all Other Stations. However, in no event will any System be required to retransmit a signal of superior quality to the signal received by such System from the applicable Station. Broadcaster acknowledges that a digital set-top device may be required for the receipt and utilization by Subscribers of a Station’s digital signal and Operator may provide its Subscribers with the use of requisite equipment for a fee. The parties further acknowledge that a Station’s Primary Channel output of the set-top device is intended to be viewable by subscribers’ display devices through a component signal (“YpbPr”), digital video interface (“DVI-HDCP”) or high definition multimedia interface (“HDMI”) connection and Operator is not obligated to deploy any additional equipment or resources to create such digital broadcast signal or output (YpbPr, DVI-HDCP or HDMI). In addition, the parties agree that if any set-top box (or similar equipment capable of receiving digital signals) then-deployed by Operator is not capable of recognizing the applicable Program-Related Data, the transmission of such Program-Related Data will be deemed not technically feasible, and nothing contained herein will be construed to require Operator or any System to: (A) license any technology from any third party; (B) alter the design of the existing set-top box or any other existing equipment; (C) alter or replace existing infrastructure or System equipment; or (D) incur a material increase in the cost or expense to distribute any Program-Related Data.

(c) Default Formatting of Down-converted Signals. In the absence of explicit down-conversion requirements or written instructions from Broadcaster, Operator will down-convert the Broadcast Signal’s HD content using the “center cut” format.

(d) Digitization; Compression; Remodulation. Operator has the right to digitize, compress or remodulate each retransmitted broadcast feed within a Broadcast Signal in order to: (i) transcode such Broadcast Signal to QAM format for retransmission over each System; and (ii) statistically multiplex each such retransmitted broadcast feed with other digital feeds within a single six-megahertz channel. Any such remodulation, transcoding or multiplexing must not materially degrade or interfere with the video and audio quality of the Broadcast Signal from an average viewer’s perception.

(e) Deficient Signal Quality. If a party discovers a signal strength or signal quality deficiency with respect to any Station(s), such party will notify the other party as soon as reasonably practical. Broadcaster and Operator each agree that a party’s failure to notify the other party as set forth in this Section 3(e) will not constitute a material breach under this Agreement. However, the party responsible for a signal strength or signal quality deficiency will undertake commercially reasonable efforts to rectify the matter as soon as reasonably practical, regardless of whether or not the other party has provided notice of such deficiency. During any period of time that Broadcaster delivers a Broadcast Signal that fails to meet the FCC’s signal quality standards and the quality required under this Agreement and such failure is not attributable to Operator or the facilities of Operator or any System, all of Operator’s obligations with respect to such Broadcast Signal will be suspended.

(f) Channel Guides. If Operator maintains an EPG over which Operator has editorial control and that is primarily intended to be viewed on television sets, the call letters, logo and program schedule for each

retransmitted feed will be included in such EPG in a manner substantially equal to those of Other Stations distributed by the applicable System, so long as the Station provides Operator with comparable information and data as required by Operator. The foregoing requirements will not apply if such EPG is provided by a third party and Operator has no ability to control or influence the content of such EPG.

#### 4. Station and System Additions and Deletions.

(a) Additional Stations. Broadcaster will provide Operator at least 60 days' prior written notice if Broadcaster acquires a television station not currently listed in Exhibit A and that is licensed to a community in the same DMA as a Qualifying System or that has an overlapping Eligible Non-DMA Area with a Qualifying System (each, an "Additional Station").

(b) Additional Systems. Operator will provide Broadcaster written notice if Operator (or any Charter Entity) acquires a video distribution system meeting the criteria of a Qualifying System and not currently listed in Exhibit A and serving a community in the same DMA, or in an Eligible Non-DMA Area, of a Station (each, an "Additional System").

(c) Divestitures. If Operator sells, transfers, assigns or otherwise divests its ownership interest (each, a "Divestiture") of a System (other than to a Charter Entity) or in the event of a Station Divestiture (other than to an entity Controlling, Controlled by or under common Control with Broadcaster), the divesting party will, as soon as reasonably practicable, provide the other party with written notice of such Divestiture. Such System or Station will be deleted from Exhibit A and removed from prospective application of this Agreement as of the effective date of such Divestiture. Nothing in the immediately preceding sentence will be deemed to limit the survivability of any provision(s) of this Agreement that expressly survive(s) the expiration or earlier termination of this Agreement.

#### 6. Copyrights.

(a) Broadcaster's Marks. Broadcaster hereby authorizes Operator to use the service marks, trademarks, trade names and logos of the Station(s) in printed guides or EPGs, program listings, channel line-ups, web sites, bill stuffers and other promotional materials, unless Broadcaster specifically notifies Operator in writing to the contrary.

(b) Compulsory Copyright. Operator will ensure that its retransmission of all copyrighted programs included in the Broadcast Signal is appropriately licensed for retransmission on the Systems under 17 U.S.C. §111, or pursuant to a private copyright license or otherwise. In the event of a Compulsory Copyright Change (as defined in this Section 6(b)), Operator may suspend carriage of a Station's Broadcast Signal and any payment obligations associated with such Broadcast Signal, unless and until such time as Broadcaster provides the necessary copyright license or agrees to reimburse Operator for the incremental increase in copyright fees, provided that Broadcaster shall have no obligation to so obtain such license or reimburse such fees. For purposes of this Section 6(b), "Compulsory Copyright Change" means: (i) the elimination of the compulsory copyright license; or (ii) modification of the compulsory copyright license in a manner such that either: (A) Operator is unable to secure the necessary copyright license; or (B) continued retransmission of any component of any Broadcast Signal would result in Operator incurring material additional costs as compared with the costs that would otherwise be applicable to an affected System if it did not carry the applicable component(s). For purposes of this Section 6(b), "material additional costs" in the amount of compulsory copyright license fees or other fees, costs or expenses would be deemed to apply as a result of: (1) a material increase with respect to all of the video and audio programming contained in the Broadcast Signal, taken as a whole; or (2) a material increase with respect to one (or component(s) thereof) or more (but fewer than all) of the video and audio programming feeds within such Broadcast Signal. In addition, incurring material additional costs within the meaning of clause (B) above would be deemed to apply as the result of a material rise in the fees with respect to a fixed number of feeds

within the Broadcast Signal and/or from a rise in the total number of feeds within such Broadcast Signal. Operator will also be excused from any carriage obligations, and associated payment obligations, with respect to any Broadcast Signal, or component thereof, required to be added after the Effective Date if such addition would result in Operator incurring material additional copyright costs as compared with the costs that would otherwise be applicable to an affected System if it did not carry the applicable Broadcast Signal, or component thereof, unless and until such time as Broadcaster provides the necessary copyright license or agrees to reimburse Operator for the incremental increase in copyright fees, provided that Broadcaster shall have no obligation to obtain such license or reimburse such fees.

(c) Consumer Equipment. Nothing in this Agreement will be deemed to prohibit the use of personal home video recording equipment, such as VCRs or digital video recorders, by authorized subscribers for personal, non-commercial purposes, or restrict Operator's practice of: (i) connecting or assisting in the connection of subscribers' videocassette recorders, digital video recorders, or other devices susceptible to use for duplication or storage of video programming, to the facilities of a System; or (ii) providing to subscribers personal video recorder functionality as part of Operator's set-top box technology or otherwise, including Network DVR Functionality (as defined below in this Section 6(c)), to the extent that such practice is not prohibited by then-existing law without a license from Broadcaster or another third party. Should Operator become aware of a third party performing such unauthorized recording, copying, duplication or retransmission, other than for private home use, Operator shall exercise commercially reasonable efforts to promptly notify Broadcaster; provided however, that failure to notify will not be considered a material breach of the Agreement nor will Operator incur any liability in relation thereto. For purposes of this Agreement, "**Network DVR Functionality**" means, with respect to any program, providing subscribers with DVR (as hereinafter defined) functionality by: (1) recording such program for the purpose of accommodating subscriber requests; (2) storing the copy or copies of the recorded program at a location (remote to subscribers) under the control of Operator (e.g., head-end or server(s)); and (3) utilizing any such copy to distribute and exhibit the program to one or more subscribers who requested the recording of the program; and "DVR" means an end-user activated device or other equipment or facility(ies) with digital data storage capabilities that enables it to function as a digital video recorder or personal video recorder.

## 7. Termination.

(a) Breach. Broadcaster or Operator may terminate this Agreement, effective no earlier than 30 days after written notice to the other party, if the other party has made a material misrepresentation or has materially breached its duties or obligations under this Agreement and such misrepresentation or breach is not cured within such 30-day period. If such misrepresentation or breach cannot reasonably be cured within 30 days, but the party seeking to cure such misrepresentation or breach has commenced good-faith efforts to cure such misrepresentation or breach within such 30-day period, then the cure period will be extended for an additional 30 days.

(b) Change in Broadcast Affiliation or Station Ownership. Broadcaster will exercise reasonable efforts to give Operator and each System at least four months' prior written notice, but in any event at least 60 days' prior written notice, in the event of: (i) the Divestiture of any Station(s); and/or (ii) any change in the broadcast affiliation of a Station's Primary Channel. If a Station becomes affiliated with a network that is already carried on a System as a result of a change in broadcast affiliation, then Operator may cease its Broadcast Signal retransmission obligations under this Agreement with respect to one or more affected Systems by giving Broadcaster at least 30 days' prior written notice.

8. Representations and Warranties. Broadcaster and Operator each represent, warrant and covenant to the other that: (a) it has the power and authority, and the rights, to enter into this Agreement and to fully perform its respective obligations to the other, and that each will comply with all applicable laws, rules and regulations to which it is subject; (b) it has independently reviewed all terms and conditions of this Agreement and it has not relied upon any representation or warranty, express or implied, or any oral or written statements from the other

party not expressly set forth in this Agreement in determining whether or not to enter into this Agreement; and (c) no promise, inducement or agreement not herein expressed has been offered in exchange for executing this Agreement. Without limiting the foregoing, Broadcaster represents and warrants that: (i) Broadcaster (or an entity Controlling, Controlled by or under common Control with Broadcaster) owns at least a 25% interest in, and manages the day-to-day operations of, each Station, including the right to grant retransmission consent for each such Station; and (ii) each Station's Broadcast Signal will comply with all applicable FCC Rules (including, without limitation, emergency alert services and closed-captioning regulations and video description regulations, as well as the Commercial Advertisement Loudness Mitigation Act, Public Law 111-311 (December 15, 2010)) and not contain any material that: (A) is obscene, libelous or defamatory; (B) violates the right of privacy or publicity; or (C) violates any copyright, performance or synchronization right. No advice or other material, data or information, whether oral or written, obtained by one party from the other, or provided to one party by the other, will create any warranty, representation or other obligation not expressly set forth in this Agreement.

## 9. Indemnification.

(a) Indemnification. Broadcaster and Operator will each indemnify, defend and forever hold harmless (collectively, "**Indemnify**" or "**Indemnification**") the Operator Indemnitees and the Broadcaster Indemnitees (each as defined below in this Section 9), as applicable, against and from any and all claims, demands, actions, suits, proceedings, judgments, awards, losses, damages, liabilities, costs and expenses (including, without limitation, actual attorneys' fees reasonably incurred) (each, a "**Loss**") arising directly or indirectly out of third-party claims resulting from: (i) such party's breach of this Agreement or the representations and warranties made by such party under this Agreement; or (ii) the acts, omissions, negligence or willful misconduct of such party, its employees, representatives or agents in connection with the performance, or non-performance, of this Agreement. Without limiting the foregoing, Broadcaster will Indemnify the Operator Indemnitees against and from any and all Losses arising out of the content of each Station's Broadcast Signal and any other material or content (including, without limitation, advertising announcements or promotional spots, if any) provided by Broadcaster or the Station(s) to Operator or a System, and the use and delivery of such Broadcast Signal, material or content as provided by Broadcaster and subsequently retransmitted by Operator in accordance with the terms and conditions of this Agreement, including, without limitation, claims related to infringement of copyright, libel, slander, defamation, invasion of the right of privacy (except if such Loss(es) arise(s) as a result of any alteration or addition of the Broadcast Signal by Operator or a System, or as a result of Operator's failure to secure and comply with the terms of the compulsory copyright license of Section 111 of the Copyright Act of 1976, as amended). For purposes of this Agreement, "**Operator Indemnitees**" means Operator, the Charter Entities and each of Operator's and the Charter Entities' respective officers, directors, employees, partners, shareholders, members, managers and agents. "**Broadcaster Indemnitees**" means Broadcaster, any entity Controlling, Controlled by or under common Control with Broadcaster (each, a "**Broadcaster Affiliate**"), and the respective officers, directors, employees, partners, shareholders, members, managers and agents of each of the foregoing.

(b) Claim for Indemnification. Promptly after a party has actual knowledge of any claim, demand, action, suit or proceeding with respect to which a claim for Indemnification may be made hereunder, such party (the "**Indemnified Party**") will give written notice to the other party (the "**Indemnifying Party**"). However, the failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from its obligations of Indemnification under this Agreement, except to the extent that the Indemnifying Party's ability to defend such claim, demand, action, suit or proceeding is prejudiced by such failure. The Indemnified Party will be obliged to cooperate reasonably with the Indemnifying Party, at the expense of the Indemnifying Party, in connection with the defense and the compromise or settlement of any such claim, demand, action, suit or proceeding. The Indemnified Party will have the right to participate in the defense of any such claim, demand, action, suit or proceeding at its expense and with counsel of its choice.

(c) Limitation of Liability. EXCEPT AS SET FORTH BELOW, NEITHER BROADCASTER OR ANY BROADCASTER AFFILIATE, ON THE ONE HAND, NOR OPERATOR OR ANY CHARTER

ENTITY, ON THE OTHER HAND, WILL BE LIABLE TO OPERATOR OR ANY CHARTER ENTITY OR TO BROADCASTER OR ANY BROADCASTER AFFILIATE, RESPECTIVELY, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, OR DAMAGES TO OR LOSS OF PERSONAL PROPERTY) IN ANY CAUSE OF ACTION ARISING OUT OF, OR RELATED TO, THIS AGREEMENT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE FOREGOING LIMITATIONS OR DISCLAIMERS OF LIABILITY WILL NOT APPLY TO: (I) BREACHES OF CONFIDENTIALITY UNDER SECTION 11 OF THIS AGREEMENT; (II) OBLIGATIONS OF INDEMNIFICATION UNDER THIS AGREEMENT; (III) INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGE TO PROPERTY CAUSED BY THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF A PARTY; (IV) CLAIMS ARISING FROM FRAUD OR INTENTIONAL MISREPRESENTATION; OR (V) ANY OTHER LIABILITY WHICH IT IS UNLAWFUL OR UNENFORCEABLE UNDER THE LAWS OF THE STATE OF NEW YORK TO LIMIT OR EXCLUDE.

(d) Survival. The Indemnification obligations contained in this Section 9 will survive the expiration or earlier termination of this Agreement.

10. Assignment. Except as set forth below, this Agreement may not be assigned or transferred by either party in whole or in part (or as to one or more System(s) or Station(s)), nor may either party delegate its obligations hereunder, by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably conditioned, delayed or withheld, and then only on the condition that the assignee assumes in writing all of the then-existing obligations to be performed or accruing from and after the effective date of assignment. Notwithstanding the foregoing, Operator may, without the consent of Broadcaster, assign this Agreement, or delegate its obligations hereunder, to any Charter Entity and Broadcaster may, without the consent of Operator, assign this Agreement, or delegate its obligations hereunder, to any Broadcaster Affiliate. Any purported assignment without consent other than as set forth in the immediately preceding sentence will be null and void and not enforceable. In the event of any valid assignment by a party, the non-assigning party will be relieved of all obligations arising with respect to the assigning party, and the non-assigning party will look solely to the assignee for enforcement of such obligations, provided that the assigning party will remain liable for all obligations hereunder related to the assigning party which accrue any time prior to the effective date of such assignment.

11. Confidentiality. The terms and conditions of this Agreement, with the exception of the existence of this Agreement, will be kept confidential by the parties and will not be disclosed by either party to any third party except: (a) to each party's respective officers, directors, employees, agents, representatives, auditors, advisors, accountants, attorneys, lenders (current and prospective, and including any of their attorneys and advisors), investment bankers (current and prospective, and including any of their attorneys and advisors) (collectively, "Authorized Recipients"), each in their capacity as such, and then only on a need-to-know basis, provided that each party will be responsible to the other party for any action or inaction of their respective Authorized Recipients that would violate this Section 11; (b) as may be required by any court order or governmental agency or pursuant to applicable law or regulations; (c) as part of a party's normal reporting requirements to its accountants, auditors, agents, attorneys and the Charter Entities and the Broadcaster Affiliates, as applicable, or to *bona fide* potential purchasers of one or more Systems or one or more Stations, if such receiving party first agrees in writing to abide by this Section 11 or confidentiality provisions at least as restrictive as those set forth in this Section 11; or (d) as necessary for a party to enforce its rights under this Agreement. This Section 11 will continue throughout the Term and will survive, indefinitely, the expiration or earlier termination of this Agreement, regardless of the reason for such expiration or termination.

12. Force Majeure. No delay, preemption or other failure to perform caused by factors beyond the affected party's reasonable control, including, without limitation, acts of God, labor dispute, non-delivery by program suppliers, war, riot, technical breakdown or governmental order or regulation (unless such governmental order or

regulation is in response to the respective nonperforming party's misconduct) (each, a "Force Majeure Event") will constitute a default or breach of this Agreement. The affected party will exercise its reasonable efforts to cure any Force Majeure Event and the cause of any such Force Majeure Event, and the parties' performance under the terms of this Agreement will be excused for the period of time during which such Force Majeure Event continues. However, the nonperforming party may not rely upon a Force Majeure Event to excuse its performance if the fault or negligence of the nonperforming party contributed to such Force Majeure Event. Additionally, obligations of Indemnification under this Agreement will not be relieved, delayed or limited due to Force Majeure Events.

13. **Relationship of the Parties.** Nothing in this Agreement creates any joint venture or principal-agent relationship between Broadcaster and Operator. No Subscriber will be deemed to have any direct or indirect contractual relationship with Broadcaster by virtue of this Agreement. Except for the rights of the Charter Indemnitees and the Broadcaster Indemnitees under Section 9 of this Agreement, this Agreement and the parties' performance under this Agreement are not intended to benefit any person or entity not a party to this Agreement, including, without limitation, a "third party beneficiary" (as may be defined by applicable statutory or case law).

14. **Notices.** All notices that may be given, or are required to be given, under this Agreement must be in writing and sent postage prepaid by certified mail, return receipt requested or transmitted by hand delivery or Federal Express, or similar reputable overnight delivery service, to the other party at the address set forth below (unless either party at any time designates another address for itself by notifying the other party pursuant to the provisions of this Section 14, in which case all notices to such party will be sent to the most recently designated address). Notice given by certified mail will be deemed given actual receipt thereof if sent in accordance with the notice requirements of this Section 14. Notice given by hand delivery will be deemed given on delivery. Notice given by Federal Express, or similar reputable overnight delivery service, will be deemed given on the next business day following delivery of the notice to such delivery service with instructions for overnight delivery. If a party refuses to accept delivery of a notice sent in accordance with this Section 14, such notice will nonetheless be deemed received as of the date set forth in this Section 14 that corresponds to the pertinent means of delivery.

To Broadcaster:

Blue Mountain Television  
1200 SE 12<sup>th</sup> Street  
Suite 2  
College Place, WA  
99324

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment of the Retransmission Fee as set forth in Section 4 of this Agreement will be made to Broadcaster at the following address (if different than above):

[Broadcaster:]

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To Operator:

Charter Communications  
 6399 S. Fiddler's Green Circle, 6<sup>th</sup> Floor  
 Greenwood Village, Colorado 80111  
 Attn: VP, Broadcaster Relations  
 Facsimile: 303-323-1317

With a copy to:

Charter Communications  
 400 Atlantic Street  
 Stamford, Connecticut 06901  
 Attn: General Counsel  
 Facsimile: 203-564-1377

**15. Applicable Law.** This Agreement, and all collateral matters relating thereto, will be enforced and construed under the laws of the state of New York (without regard to its conflict of laws provisions thereof), applicable to agreements fully made and performed in New York, subject to applicable provisions of the Communications Act of 1934, as amended, and the applicable rules and regulations of the FCC.

**16. Miscellaneous Provisions.**

(a) Entire Agreement; Severability; Waiver; Remedies. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings between the parties, whether written or oral, with respect to such subject matter. Invalidation of any provision of this Agreement by applicable law will not affect the validity of any other provision of this Agreement. Should any provision be determined by an arbitrator, court or other tribunal of competent jurisdiction to be illegal or invalid, this Agreement will be construed in accordance with its terms as if the illegal or invalid provision were not included. No waiver of this Agreement will be deemed to have occurred, nor will 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. No waiver of any breach of any provision hereof will be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. All remedies, whether at law, in equity or pursuant to this Agreement will be cumulative. Broadcaster acknowledges that, at all times prior to execution of this Agreement, Operator has had the requisite consent for the retransmission of each Broadcast Signal of each Station retransmitted by a System and has been in full compliance with the terms attendant to such consent.

(b) Headings; Signatures; Counterparts. Paragraph or section captions and headings used in this Agreement are for convenience only. This Agreement will be binding on Broadcaster and Operator only upon the signature of the authorized representative of each party to this Agreement. This Agreement may be executed in one or more counterparts, each of which (once executed) will be deemed an original, but all of which (once executed) taken together will be deemed to constitute one instrument and signatures exchanged by facsimile or by scanned computer image file (such as pdf, JPEG, GIF and TIF) will be deemed originals and be valid and binding. This Agreement may only be renewed, extended, modified or amended by a written instrument signed by the parties.

(c) Interpretation. In the event an ambiguity, or a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.