

## RETRANSMISSION CONSENT AGREEMENT

This Retransmission Consent Agreement ("Agreement") is made as of January 1, 2012 (the "Effective Date"), by and between Belhaven Cable ("Operator") and Bonten Media Group LLC ("Broadcaster") on behalf of the licensee of Station WCTI-TV ("Station"), which transmits a broadcast signal (the "Broadcast Signal").

WHEREAS, Station is licensed by the Federal Communications Commission ("FCC") to serve New Bern, NC located in the Greenville-New Bern-Washington, NC Nielsen designated Market Area (the "DMA");

WHEREAS, Operator owns, leases, manages or otherwise controls the franchised cable television systems listed in Exhibit A (the "Systems"), which Systems are located in the DMA and/or in areas where Station is "significantly viewed" as defined by the rules and regulations of the Federal Communications Commission ("FCC Rules"); and

WHEREAS, Broadcaster and Operator desire to have the Broadcast Signal retransmitted over the Systems.

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

**1. Term.** The term of this Agreement shall commence on the Effective Date and end on December 31, 2014 (the "Term"); provided, however, that either party may terminate this Agreement in the event of a material breach by the other party on thirty (30) days written notice to such other party, unless such material breach is cured during such thirty (30) day period.

**2. Retransmission Consent.** Station hereby grants Operator its consent, pursuant to Section 325(b) of the Communications Act of 1934, as amended, and the rules and regulations of the FCC, to the nonexclusive retransmission of the Broadcast Signal by the applicable System(s) (as listed in Exhibit A) in accordance with the terms of this Agreement, provided, however, that such consent shall exclude those portions of the Station's broadcast signal that are not broadcast by Station on a free over-the-air basis (including, but not limited to, encrypted video or audio programming, data, or content offered over the air on a fee basis to subscribers) or that are transmitted in a technical standard specifically designed for mobile reception, which portions shall not be deemed to be part of the Broadcast Signal, as that term is used in this Agreement. Such consent will continue to be in effect throughout the Term unless otherwise terminated pursuant to the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the foregoing grant of retransmission consent shall be limited to System(s) serving subscribers in the Station's DMA, and, solely to the extent consistent with the Station's network affiliation agreement(s), to System(s) outside of the DMA in areas where the Station is significantly viewed or where the Station is lawfully carried as of the Effective Date. Operator shall have the obligation to confirm with Broadcaster whether any retransmission of the Broadcast Signal or any programming stream therein would be inconsistent with the Station's network affiliation agreement(s). Without limiting the foregoing, Broadcaster shall have the right to revoke, upon forty-five (45) days' written notice, Operator's right to carry the Broadcast



November 23, 2011

Mr. Lyle Schulze  
Vice President/General Manager  
Eastern North Carolina Broadcasting  
225 Glenburnie Drive  
New Bern, North Carolina 28560

RE: Retransmission Consent

Dear Mr. Schulze:

I have received your letter dated November 17, 2011 enclosing a proposed retransmission consent agreement between Charter Communications ("Charter") and the licensee of television station WCTI.

Please be advised an *Analog and Digital Signal Carriage Agreement* ("Agreement") between Charter and the licensee of WCTI is currently in place and continues through December 31, 2013.

Carriage of station WCTI will continue under the terms and conditions set forth in the Agreement between Bonten Media Group, LLC, licensee of television station WCTI, and Charter Communications Holding Company, LLC. Negotiations for an analog and digital signal carriage agreement subsequent to the current agreement in place should begin as the December 31, 2013 expiration date approaches.

Please be advised that nothing contained or omitted from this letter shall be deemed waiver or relinquishment of any of Charter Communications' rights, defenses or remedies, all of which are expressly reserved.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Oldani'.

David Oldani  
Regulatory Specialist

cc: Jim Corrin

## RETRANSMISSION CONSENT AGREEMENT

This Retransmission Consent Agreement ("Agreement") is made as of January 1, 2012 (the "Effective Date"), by and between Crystal Broadband ("Operator") and Bonten Media Group LLC ("Broadcaster") on behalf of the licensee of Station WCTI-TV ("Station"), which transmits a broadcast signal (the "Broadcast Signal").

WHEREAS, Station is licensed by the Federal Communications Commission ("FCC") to serve New Bern, NC located in the Greenville-New Bern-Washington, NC Nielsen designated Market Area (the "DMA");

WHEREAS, Operator owns, leases, manages or otherwise controls the franchised cable television systems listed in Exhibit A (the "Systems"), which Systems are located in the DMA and/or in areas where Station is "significantly viewed" as defined by the rules and regulations of the Federal Communications Commission ("FCC Rules"); and

WHEREAS, Broadcaster and Operator desire to have the Broadcast Signal retransmitted over the Systems.

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

**1. Term.** The term of this Agreement shall commence on the Effective Date and end on December 31, 2014 (the "Term"); provided, however, that either party may terminate this Agreement in the event of a material breach by the other party on thirty (30) days written notice to such other party, unless such material breach is cured during such thirty (30) day period.

**2. Retransmission Consent.** Station hereby grants Operator its consent, pursuant to Section 325(b) of the Communications Act of 1934, as amended, and the rules and regulations of the FCC, to the nonexclusive retransmission of the Broadcast Signal by the applicable System(s) (as listed in Exhibit A) in accordance with the terms of this Agreement, provided, however, that such consent shall exclude those portions of the Station's broadcast signal that are not broadcast by Station on a free over-the-air basis (including, but not limited to, encrypted video or audio programming, data, or content offered over the air on a fee basis to subscribers) or that are transmitted in a technical standard specifically designed for mobile reception, which portions shall not be deemed to be part of the Broadcast Signal, as that term is used in this Agreement. Such consent will continue to be in effect throughout the Term unless otherwise terminated pursuant to the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the foregoing grant of retransmission consent shall be limited to System(s) serving subscribers in the Station's DMA, and, solely to the extent consistent with the Station's network affiliation agreement(s), to System(s) outside of the DMA in areas where the Station is significantly viewed or where the Station is lawfully carried as of the Effective Date. Operator shall have the obligation to confirm with Broadcaster whether any retransmission of the Broadcast Signal or any programming stream therein would be inconsistent with the Station's network affiliation agreement(s). Without limiting the foregoing, Broadcaster shall have the right to revoke, upon forty-five (45) days' written notice, Operator's right to carry the Broadcast

**Retransmission Consent Term Sheet**  
**Mediacom/Bonten Media**

In exchange for the considerations below, Bonten Media Group and Esteem Broadcasting of North Carolina LLC ("Broadcasters") will grant to Mediacom Southeast LLC ("Mediacom") their non-exclusive consent to retransmission of their respective Station's broadcast signals for the term of this Agreement for WCTI (ABC) and WYDO (FOX) (the "Stations"), excluding those portions of the signal that are not transmitted on a free, over-the-air basis or that are transmitted in a standard intended for mobile reception. The following terms and conditions of retransmission consent will be effective upon execution of this term sheet until such time as a long form agreement, which will contain other standard terms and conditions, is executed by the parties. Retransmission consent shall apply only to Mediacom cable systems (the "Systems") that are located in the DMA of the Stations and, for WCTI only, where such Station is significantly viewed per FCC rules; provided that Broadcasters acknowledge that Mediacom may take up to forty (40) days from the date of the execution of this term sheet to drop carriage in locales that are not in compliance with the foregoing requirements, in order to provide notice to subscribers.

Term: 3 years, commencing January 1, 2012 and expiring December 31, 2014.

- **Primary Signals:** Mediacom will carry the Primary Signal (including "Program Related Material") of each Station in each System so that it is viewable by all subscribers to that System. The Primary Signal is that programming stream contained in a Station's digital signal, which such Station designates as meeting the requirements of Section 73.624(b) of the FCC's rules. "Program Related Material" shall mean (i) closed-captioning information, (ii) program identification codes, (iii) program ratings information, (iv) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (v) information and material that is directly associated with specific commercial advertisements contained in the applicable Station's broadcast program schedule if such information or material is transmitted concurrently or substantially concurrently with its associated commercial advertisement; provided, however, that "program related material" shall not include any information or material for which Broadcasters, or any Station receives or seeks a fee.
- **HD Carriage:** Mediacom will carry the Primary Signal of each Station in HD without degradation or downconversion on all systems that are 750 MHz or that provide any HD services to subscribers. Mediacom shall have the right but not the obligation to carry the primary signal of each Station in HD on any system that is below 750 and does not include other HD services, provided that such signal is provided in viewable format to all subscribers of such system, as required above, and is in a format of equal or better quality to all other signals on such system, and provided further that nothing shall obligate the Mediacom to retransmit a better quality signal than that received from the Station.

Confidential and Proprietary

DAB

## RETRANSMISSION CONSENT AGREEMENT

This Retransmission Consent Agreement ("Agreement") is made as of January 1, 2012 (the "Effective Date"), by and between Ocracoke Cable ("Operator") and Bonten Media Group LLC ("Broadcaster") on behalf of the licensee of Station WCTI-TV ("Station"), which transmits a broadcast signal (the "Broadcast Signal").

WHEREAS, Station is licensed by the Federal Communications Commission ("FCC") to serve New Bern, NC located in the Greenville-New Bern-Washington, NC Nielsen designated Market Area (the "DMA");

WHEREAS, Operator owns, leases, manages or otherwise controls the franchised cable television systems listed in Exhibit A (the "Systems"), which Systems are located in the DMA and/or in areas where Station is "significantly viewed" as defined by the rules and regulations of the Federal Communications Commission ("FCC Rules"); and

WHEREAS, Broadcaster and Operator desire to have the Broadcast Signal retransmitted over the Systems.

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

**1. Term.** The term of this Agreement shall commence on the Effective Date and end on December 31, 2014 (the "Term"); provided, however, that either party may terminate this Agreement in the event of a material breach by the other party on thirty (30) days written notice to such other party, unless such material breach is cured during such thirty (30) day period.

**2. Retransmission Consent.** Station hereby grants Operator its consent, pursuant to Section 325(b) of the Communications Act of 1934, as amended, and the rules and regulations of the FCC, to the nonexclusive retransmission of the Broadcast Signal by the applicable System(s) (as listed in Exhibit A) in accordance with the terms of this Agreement, provided, however, that such consent shall exclude those portions of the Station's broadcast signal that are not broadcast by Station on a free over-the-air basis (including, but not limited to, encrypted video or audio programming, data, or content offered over the air on a fee basis to subscribers) or that are transmitted in a technical standard specifically designed for mobile reception, which portions shall not be deemed to be part of the Broadcast Signal, as that term is used in this Agreement. Such consent will continue to be in effect throughout the Term unless otherwise terminated pursuant to the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the foregoing grant of retransmission consent shall be limited to System(s) serving subscribers in the Station's DMA, and, solely to the extent consistent with the Station's network affiliation agreement(s), to System(s) outside of the DMA in areas where the Station is significantly viewed or where the Station is lawfully carried as of the Effective Date. Operator shall have the obligation to confirm with Broadcaster whether any retransmission of the Broadcast Signal or any programming stream therein would be inconsistent with the Station's network affiliation agreement(s). Without limiting the foregoing, Broadcaster shall have the right to revoke, upon forty-five (45) days' written notice, Operator's right to carry the Broadcast

## RETRANSMISSION CONSENT AGREEMENT

This Retransmission Consent Agreement (“Agreement”) is made as of January 1, 2012 (the “Effective Date”), by and between Reds TV Cable TV (“Operator”) and Bonten Media Group LLC (“Broadcaster”) on behalf of the licensee of Station WCTI-TV (“Station”), which transmits a broadcast signal (the “Broadcast Signal”).

WHEREAS, Station is licensed by the Federal Communications Commission (“FCC”) to serve New Bern, NC located in the Greenville-New Bern-Washington, NC Nielsen designated Market Area (the “DMA”);

WHEREAS, Operator owns, leases, manages or otherwise controls the franchised cable television systems listed in Exhibit A (the “Systems”), which Systems are located in the DMA and/or in areas where Station is “significantly viewed” as defined by the rules and regulations of the Federal Communications Commission (“FCC Rules”); and

WHEREAS, Broadcaster and Operator desire to have the Broadcast Signal retransmitted over the Systems.

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

1. **Term.** The term of this Agreement shall commence on the Effective Date and end on December 31, 2014 (the “Term”); provided, however, that either party may terminate this Agreement in the event of a material breach by the other party on thirty (30) days written notice to such other party, unless such material breach is cured during such thirty (30) day period.

2. **Retransmission Consent.** Station hereby grants Operator its consent, pursuant to Section 325(b) of the Communications Act of 1934, as amended, and the rules and regulations of the FCC, to the nonexclusive retransmission of the Broadcast Signal by the applicable System(s) (as listed in Exhibit A) in accordance with the terms of this Agreement, provided, however, that such consent shall exclude those portions of the Station’s broadcast signal that are not broadcast by Station on a free over-the-air basis (including, but not limited to, encrypted video or audio programming, data, or content offered over the air on a fee basis to subscribers) or that are transmitted in a technical standard specifically designed for mobile reception, which portions shall not be deemed to be part of the Broadcast Signal, as that term is used in this Agreement. Such consent will continue to be in effect throughout the Term unless otherwise terminated pursuant to the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the foregoing grant of retransmission consent shall be limited to System(s) serving subscribers in the Station’s DMA, and, solely to the extent consistent with the Station’s network affiliation agreement(s), to System(s) outside of the DMA in areas where the Station is significantly viewed or where the Station is lawfully carried as of the Effective Date. Operator shall have the obligation to confirm with Broadcaster whether any retransmission of the Broadcast Signal or any programming stream therein would be inconsistent with the Station’s network affiliation agreement(s). Without limiting the foregoing, Broadcaster shall have the right to revoke, upon forty-five (45) days’ written notice, Operator’s right to carry the Broadcast

# SUDDENLINK

## RETRANSMISSION CONSENT AGREEMENT

THIS RETRANSMISSION CONSENT AGREEMENT (this "Agreement") is made as of this 31st day of December 2008, by and between Cequel III Programming, LLC, on behalf of one or more of its affiliated entities ("Operator"), and Bonten Media Group, LLC, on behalf of one or more of its affiliated entities ("Broadcaster"), owner of the licensee of the broadcast television stations listed on Attachment A attached hereto (each a "Station" and collectively, the "Stations"). Operator and Broadcaster may be referred to herein as the "Parties" collectively, or a "Party" individually, as the context may require.

WHEREAS, each of the Stations is licensed by the Federal Communications Commission ("FCC") to broadcast an analog broadcast signal (the "Analog Signal") and/or digital broadcast signal (the "Digital Signal") (collectively, the "Broadcast Signal", which term shall be synonymous with the Digital Signal in the event that a Station ceases to broadcast the Analog Signal), to a community within the Nielsen Designated Market Area ("DMA") listed on Attachment A, it being recognized that pursuant to the federally mandated transition to digital television, it is expected that during the Term one or more of the Stations will cease to transmit its Analog Signal and that the channel on which a Station transmits a Digital Signal may or may not change;

WHEREAS, Operator owns, manages, or otherwise controls each of the franchised cable television systems serving the areas and/or communities set forth in Attachment A, as may be amended pursuant to this Agreement (the "System(s)");

WHEREAS, Broadcaster and Operator desire to have each Station's Broadcast Signal retransmitted over the Systems in accordance with the terms and conditions set forth in this Agreement;

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

1. Term. The term of this Agreement shall commence on January 1, 2009 (the "Effective Date") and continue through December 31, 2013, unless earlier terminated in accordance with the provisions of this Agreement.
2. Signals and Systems. For the purposes of this Agreement, (a) the term "Station" and any reference to the television signal or portion of a signal broadcast by each Station (e.g., Analog Signal, Digital Signal, HDTV Simulcast Signal, Down-Converted Signal, Down-Converted SDTV Signal, Multiplexed DTV Signal, Program Transport Stream, Program Related Material) refer to each Station as associated with a certain System or System(s) in Attachment A, (b) the term "System" or "System(s)" shall refer to each System as associated with a certain Station(s) in Attachment A, and (c) the term "DMA" shall refer, as to each Station and System(s), to the DMA associated with such Station and System(s) in Attachment A.
3. Retransmission Consent. The Stations hereby grant Operator consent, pursuant to Section 325(b) of the Communications Act of 1934, as amended, and the rules and regulations of the FCC, to the nonexclusive retransmission of Station's Broadcast Signal by the System(s) that

**RETRANSMISSION CONSENT AGREEMENT**

This Retransmission Consent Agreement ("Agreement") is effective as of January 1, 2012 (the "Effective Date") by and between Bonten Media Group, LLC ("Owner"), a Delaware limited liability company, owner and operator of the broadcast television stations listed on Exhibit A hereto (each, a "Station," and, collectively, the "Stations"), and Time Warner Cable Inc. ("Operator"), a Delaware corporation, on behalf of its affiliated entities that own and/or operate multichannel video distribution systems.

TO FEB. 28, 2015

The parties, for and in consideration of the rights hereinafter set forth, hereby agree as follows:

1. **Retransmission Consent.** Pursuant to Section 325(b) of the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission (the "FCC Rules"), Owner hereby grants to Operator the right to receive the digital broadcast signal, as further described in Section 4 (the "Signal"), of each Station (whether licensed under the current call letters or any successor call letter thereto), and the right to retransmit the Signal(s) to any person in any area where Operator is (or becomes) authorized to operate, is operating or is (or becomes) obligated to operate, a cable television system or a multi-channel video programming distribution system that is (i) within a Station's "Television Market" or (ii) as of the Effective Date, carrying such Signal(s) or (iii) with respect to Station WCYB, on the System (as defined below) serving subscribers in the Richlands area in the Bluefield-Beckley Television Market.

2. **Carriage by Operator.**

(a) **Certain Definitions.** The following terms shall have the meanings set forth in this Section 2(a):

(i) "B4 Station" shall mean each Station that has its primary network affiliation with a Big Four Network.

(ii) "Big Four Networks" shall mean the ABC, NBC, CBS and FOX broadcast television networks. A "Big Four Network" shall mean any one of them.

(iii) "Multicast Stream" shall mean a Program Transport Stream contained in the signal of a Station, other than the Primary Program Transport Stream, together with the Program-Related Material related thereto.

(iv) "Primary Program Transport Stream" shall mean that primary Program Transport Stream (as defined below) contained in a Signal that includes, in pattern, all programming (except for preemptions and exclusions permitted by FCC Rules or by a Station's affiliation agreement with its Network (as defined below)) delivered by the broadcast television network with which a Station is primarily affiliated ("Network") to its local television broadcast affiliates as its primary national Network feed, together with such Program Transport Stream's

## RETRANSMISSION CONSENT AGREEMENT

This Retransmission Consent Agreement (“Agreement”) is made as of January 1, 2012 (the “Effective Date”), by and between Tri-County Communications (“Operator”) and Bonten Media Group LLC (“Broadcaster”) on behalf of the licensee of Station WCTI-TV (“Station”), which transmits a broadcast signal (the “Broadcast Signal”).

WHEREAS, Station is licensed by the Federal Communications Commission (“FCC”) to serve New Bern, NC located in the Greenville-New Bern-Washington, NC Nielsen designated Market Area (the “DMA”);

WHEREAS, Operator owns, leases, manages or otherwise controls the franchised cable television systems listed in Exhibit A (the “Systems”), which Systems are located in the DMA and/or in areas where Station is “significantly viewed” as defined by the rules and regulations of the Federal Communications Commission (“FCC Rules”); and

WHEREAS, Broadcaster and Operator desire to have the Broadcast Signal retransmitted over the Systems.

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

1. **Term.** The term of this Agreement shall commence on the Effective Date and end on December 31, 2014 (the “Term”); provided, however, that either party may terminate this Agreement in the event of a material breach by the other party on thirty (30) days written notice to such other party, unless such material breach is cured during such thirty (30) day period.

2. **Retransmission Consent.** Station hereby grants Operator its consent, pursuant to Section 325(b) of the Communications Act of 1934, as amended, and the rules and regulations of the FCC, to the nonexclusive retransmission of the Broadcast Signal by the applicable System(s) (as listed in Exhibit A) in accordance with the terms of this Agreement, provided, however, that such consent shall exclude those portions of the Station’s broadcast signal that are not broadcast by Station on a free over-the-air basis (including, but not limited to, encrypted video or audio programming, data, or content offered over the air on a fee basis to subscribers) or that are transmitted in a technical standard specifically designed for mobile reception, which portions shall not be deemed to be part of the Broadcast Signal, as that term is used in this Agreement. Such consent will continue to be in effect throughout the Term unless otherwise terminated pursuant to the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the foregoing grant of retransmission consent shall be limited to System(s) serving subscribers in the Station’s DMA, and, solely to the extent consistent with the Station’s network affiliation agreement(s), to System(s) outside of the DMA in areas where the Station is significantly viewed or where the Station is lawfully carried as of the Effective Date. Operator shall have the obligation to confirm with Broadcaster whether any retransmission of the Broadcast Signal or any programming stream therein would be inconsistent with the Station’s network affiliation agreement(s). Without limiting the foregoing, Broadcaster shall have the right to revoke, upon forty-five (45) days’ written notice, Operator’s right to carry the Broadcast

SECOND AMENDMENT TO RETRANSMISSION CONSENT AGREEMENT

This Second Amendment (the "Second Amendment") to that Retransmission Consent Agreement, dated as of August 26, 2004, as amended by the Amendment to Retransmission Consent Agreement (the "First Amendment"), dated as of January 1, 2009, (collectively, the "Agreement"), by and between Newport License Holdings, Inc. ("Station Group") and DIRECTV, Inc. is entered into by and between Station Group and DIRECTV, LLC ("DIRECTV"), as successor-in-interest to DIRECTV, Inc., and is effective as of January 1, 2013 (the "Effective Date"). Terms not specifically defined in this Second Amendment shall have the meaning ascribed to them in the Agreement.

WHEREAS, Station Group has granted DIRECTV consent to transmit the signals of the stations listed on Exhibit A (the "Stations") pursuant to the terms and conditions set forth in the Agreement;

WHEREAS, the parties wish to amend the Agreement as set forth herein;

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

I. Extension of Term. Section 3 of the Agreement is hereby amended to replace "December 31, 2012" with "December 31, 2015".

"Station Group agrees that DIRECTV may provide to Subscribers in the Local Territory up to a three-month free preview of the local broadcast package containing the Signal following initial launch of the Signal and, solely as to Subscribers not already receiving the Signal, a free preview of the local broadcast package containing the Signal for an additional fourteen (14) days during each year (collectively, "Free Preview") in the Local Territory for purposes of maximizing subscriptions to DIRECTV's package of local networks including the Signal, and no License Fees shall be due in respect of such Free Preview. Licensee Fee payments made for each Station shall be calculated on the basis of the average number of Subscribers in the month



225 Glenburnie Drive New Bern, North Carolina 28560 252.638.1212

January 13, 2012

Mr. Dale Hancock  
Owner  
Mediacast  
1121 S.E. 2nd St.  
Snow Hill, NC 28580

**Re: Notice of Obligation to Stop Carrying WCTI-TV Immediately**

Dear Mr. Hancock:

Bonten Media Group, Inc., licensee of WCTI-TV, Greenville/New Bern/Washington (the "Station"), hereby notifies you of your obligation to stop retransmitting the Station's signal immediately.

By letter dated November 17, 2011, you were advised of the Station's election of retransmission consent for the 2012-2014 election cycle. Despite our negotiation efforts and the fact that you accepted our last offer with respect to rates, however, we have not received a signed agreement from you. Unfortunately, it now appears that we have reached an impasse. Nevertheless, despite the absence of a governing retransmission consent agreement, your system continues to retransmit the Station's signal to your subscribers.

***In the absence of a retransmission consent agreement, your continued carriage of the Station's signal after our old agreement expired on December 31, 2011 is a violation of federal law.*** Accordingly, your system must immediately cease carriage of the Station's signal.

First, a cable system's retransmission of a television station's signal without the station's consent is a violation of Section 325(b) of the Communications Act of 1934, as amended, and Section 76.64 of the FCC's rules, 47 C.F.R. § 76.64. Your system does not have consent to retransmit the Station's signal and thus is violating the referenced statutory and regulatory retransmission consent provisions. Second, your carriage of the Station's signal violates copyright law, because you do not have a license to retransmit the copyrighted materials within the Station's signal. *Copyright owners are entitled to recover substantial statutory damages—up to \$150,000 for each instance of willful infringement—as well as costs and attorney's fees.*<sup>1</sup> Your continued carriage of the Station's signal despite having received the Station's timely notice of its election of retransmission consent constitutes willful infringement.

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<sup>1</sup> 17 U.S.C. §§ 504-505.

You are welcome to contact the Station if you wish to discuss negotiations for a future agreement that would permit your system to resume carriage of the Station's signal.

This letter is without prejudice to the Station's or Bonten Media Group, Inc.'s rights and remedies at law or equity, all of which are expressly reserved.

Respectfully,

Lyle Schulze  
Vice President/General Manager