

CABLE TELEVISION RETRANSMISSION AGREEMENT

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This Cable Television Retransmission Consent Agreement ("Agreement") is entered into as of the 2nd day of April, 2002 (the "Effective Date") by and between Long Communications, LLC ("Station"), and the Charlotte, North Carolina Division of TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP ("Operator").

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

1. RIGHTS

(a) Grant of Rights. During the term of this Agreement, Station hereby grants to Operator the right to retransmit the Station's analog signal which has the call letters WHKY-TV (FCC Facility ID # 65919) and is broadcast on channel 14 (the "Signal") to any person in the area where Operator is authorized to operate, is operating or is obligated to operate a cable television system serving the Charlotte Television Market. (Operating Area)

(b) Manner of Carriage. Operator shall initially distribute on cable channel 18, in accordance with applicable FCC technical standards, the primary video and accompanying audio portion of the Signal in its entirety, as well as line 21 of the Vertical Blanking Interval for closed captioning on the systems set forth on Exhibit A.

2. TERM

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The term shall commence on ^{April 8, 2002} ~~May~~, 2002 and shall continue until May 31, 2017 and shall automatically renew thereafter for subsequent three (3) year periods unless terminated by either party 90 days prior to October 1 in the last year of any term. Each such term shall be subject to the right of Operator to terminate in the event that the compulsory copyright license in section 111 of title 17, United States Code, is no longer available or the cost is significantly increased, or Station loses its current network affiliation. Station must provide Operator 90 days prior written notice of any change in network affiliation.

3. FEES

Operator shall not pay any fee to Station or any other third party in consideration for the right to carry the Signal or the rights granted herein. Station shall not pay any fee to Operator in consideration for the carriage of the Signal.

4. CHANNEL POSITION

Except as required by applicable law or regulation, Operator shall not change Station's channel position prior to March 31, 2004. Thereafter, Operator may change the channel on which Station is carried only to another channel position on Operator's "basic" tier of service (i.e., the least

expensive level of video service available to customers that includes other local full-power broadcast stations), provided that under no circumstances shall Operator move Station to a channel position higher than 22. Without limiting the foregoing, Operator confirms that it will comply with applicable law and regulations regarding any changes in the Station's channel position. In particular, Operator will comply with applicable subscriber notification requirements, and will not change Station's channel position during any period identified in the Note to Section 76.58(a) of the FCC's rules. For avoidance of doubt, Station agrees that this Agreement (including the channel placement provisions contained herein) shall supercede any "must carry" election made by Station during the term hereof.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

(a) Station's Representations. Station represents and warrants that: (i) Station is a Limited Liability Corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina, (ii) Station has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder, (iii) Station is not subject to any contractual or other legal obligation which will in any way interfere with its full performance of this Agreement and is not required to obtain any consents, authorizations, permits, licenses or exemptions in order to fully perform this Agreement, (iv) the individual executing this Agreement on behalf of Station has the authority to do so, (v) Station has and will have the licenses granted hereunder free and clear of any and all claims by any third party, (vi) Station will at all times be licensed by the FCC as a television station and will be in full compliance with such license (vii) Station will at all times provide Operator with a good quality signal that complies with all statutory and regulatory requirements and (viii) none of the programming provided by Station (a) will violate any FCC broadcast rule or regulation, (b) is or will be libelous, slanderous, obscene, defamatory or indecent, or (c) violates or infringes or will violate or infringe the civil or property rights, copyrights (including, without limitation, music synchronization and performance rights and dramatic and non-dramatic music rights), trademark rights, patent rights or rights of privacy of any person.

(b) Operator's Representations. Operator represents and warrants that: (i) Operator is a general partnership duly organized and validly existing under the laws of the State of New York; (ii) Operator has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder; (iii) Operator is not subject to any contractual or other legal obligation which will in any way interfere with its full performance of this Agreement; and (iv) the individual executing this Agreement on behalf of Operator has the authority to do so.

6. INDEMNIFICATION AND OTHER REMEDIES

(a) Indemnification by Station. Station shall indemnify Operator, its affiliates (including controlling persons and related companies), owners, officers, directors, shareholders, employees and agents for, and shall hold them harmless from and against, any and all losses, settlements, claims, actions, suits, proceedings, investigations, judgments, awards, damages and liabilities (collectively, "losses" and, individually, a "Loss") which are sustained or incurred by or asserted against any of them and which arise out of any breach of this Agreement by Station, including without limitation, claims in

connection with the content of programming contained in the Signal or Operator's carriage thereof (including, without limitation, any Loss arising out of libel, slander, defamation, indecency, obscenity, invasion of right of privacy or infringement or violation of copyrights, dramatic or non-dramatic music rights, trademark rights or patent rights) and shall reimburse them for any and all legal, accounting and other fees, costs and expenses (collectively, "Expenses") reasonably incurred by any of them in connection with investigating, mitigating or defending any such Loss.

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

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

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

7. NOTICES

All notices required or permitted to be given pursuant to this Agreement shall be given in writing, shall be transmitted by personal delivery, by registered or certified mail, return receipt requested, postage prepaid by an overnight delivery service or by facsimile or other electronic means and shall be addressed as follows:

When Station is the intended recipient:

Jeff Long
Member-Manager
Long Communications, LLC
c/o WHKY-TV
PO Box 1059
Hickory, NC 28602

With a copy to:

Bradford D. Carey, Esq.
Hardy, Carey & Chautin, LLP
110 Veterans Blvd., Suite 300
Metairie, LA 70005
Fax No.(504) 830-4659

AND

When Operator is the intended recipient:

Time Warner Cable
290 Harbor Drive
Stamford, Connecticut 06902
Attention: Senior Vice President and General Counsel
Fax No. (203) 328-4804

AND

Time Warner Cable
3140 Arrowood Rd.
Charlotte, NC 28273
Attention: Division President

A party may designate a new address to which notices required or permitted to be given pursuant to this Agreement shall thereafter be transmitted by giving written notice to the other party. Each notice transmitted in the manner described in this Section shall be deemed to have been given, received and become effective for all purposes (i) at the time it shall have been delivered to the addressee as indicated by the return receipt, the affidavit of the messenger, the records of the overnight delivery service or the answer back or call back or (ii) three days after presented for delivery to the addressee as so indicated during normal business hours, if such delivery shall have been refused for any reason.

8. MISCELLANEOUS

(a) Governing Law. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of North Carolina. The respective obligations of the parties under this Agreement are subject to all applicable federal, state and local laws, rules and regulations. This Agreement shall remain in full force and effect notwithstanding any governmental action which may terminate or alter the provisions of the Telecommunications Act or the rules promulgated thereunder.

(b) Entire Agreement. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and cancels and supersedes all previous or contemporaneous contracts, representations, warranties and understandings (whether oral or written) by or between the parties with respect to the subject matter hereof.

(c) Survival of Representations. All representations and warranties set forth herein shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(d) Amendments; Modifications. No addition to, and no cancellation, renewal, extension, modification or amendment of, this Agreement shall be binding upon a party unless set forth in a written agreement executed and delivered on behalf of each party by an officer of such party.

(e) Waivers. No waiver of any provision of this Agreement shall be binding upon a party unless such waiver is set forth in a written instrument which is executed and delivered on behalf of such party by an officer of such party. No waiver of any right, power or remedy of a party shall be deemed to be a waiver of any other right, power or remedy of such party or shall, except to the extent so waived, impair, limit or restrict the exercise of such right, power or remedy.

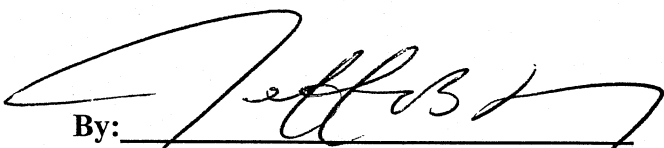
(f) Relationship of the Parties. Nothing herein shall be deemed to create any joint venture or agency relationship between the parties, and neither party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship with the other.

(g) Effectiveness; Transferees. This Agreement shall be binding upon the parties hereto, and upon their respective successors and assigns. If Station intends, directly or indirectly, to transfer the Station's license, Station agrees that it shall cause the transferee, as a condition of such transfer, to assume this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

LONG COMMUNICATIONS, LLC

**TIME WARNER ENTERTAINMENT-
ADVANCE/NEWHOUSE
PARTNERSHIP, Charlotte Division**

By: 
Name: JEFFREY B. LONG
Title: MEMBER - MANAGER

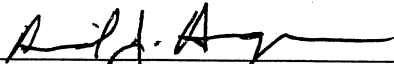
By: 
Name: David J. Auger
Title: President

EXHIBIT A

<u>Systems</u>	<u>Channel</u>
Charlotte	18
Gaston	18
Shelby	18
Kings Mountain	18
Clover	18
Metrolina	18
Albemarle	18
Salisbury	18
Monroe	18
Rockingham	18

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