

RETRANSMISSION CONSENT AGREEMENT

This RETRANSMISSION CONSENT AGREEMENT (the "Agreement") dated as of the date which the last party signs below (the "Effective Date"), is by and between AT&T SERVICES, INC. on behalf of itself and its affiliates ("AT&T"), and Greater Louisville Communications, licensee and owner of WYCS-24 ("Station") concerning the retransmission of Station's television signal by AT&T as follows.

1. Retransmission Consent. Pursuant to 47 U.S.C. Section 325(b) and 47 C.F.R. Section 76.64, Station has elected to exercise its rights to retransmission consent for transmission of Station's signal(s) on AT&T's multichannel video programming distribution system (the "System") and hereby grants AT&T the right to retransmit Station's analog and digital broadcast signal(s) to AT&T's System subscribers throughout the Louisville, KY designated market area ("DMA") of Station's signal during the Term (defined below).

2. Term. The grant of retransmission consent contained herein shall commence on the Effective Date and this Agreement shall expire at 11:59 p.m. on December 31, 2011 (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") after the expiration of the Initial Term unless either party provides written notice to the other of its intent to terminate this Agreement a minimum of ninety (90) days prior to the end of the then applicable expiration date.

3. Manner of Carriage.

(a) Subject to delivery of a "good quality signal" (as defined by the FCC), AT&T shall carry Station's material portions of the analog broadcast signal, including, the active video signal, stereo and second audio program, line 21, closed-captioned & V-chip transmissions, which is broadcast by Station within the vertical blanking interval on the System in the manner required by Section 76.62 of FCC rules and regulations (or any successor provision); provided AT&T shall not be required to carry any programming of Station that the System is prohibited from carrying under applicable laws and regulations. +

(b) At AT&T's sole discretion, AT&T shall carry material portions of Station's primary digital video stream ("Primary Digital Signal"), which shall include closed-captioning, up to one second language audio, and V-chip content advisory information. In the event Station transmits on a full-time basis, substantially duplicative programming on both Station's analog and digital signals, AT&T shall have the right to cease carriage of Station's analog signal.

4. Channel Position; Change. Carriage of the signal shall be on channel 24, which shall be in a level of service on which all other analog broadcast signals are carried.

5. Signal Quality. Other than as may be mandated by applicable FCC rules/regulations, AT&T shall carry Station's analog and/or digital signals without material degradation or interruption in a manner that ensures the technical integrity and quality of such signals. Station shall deliver a "good quality" signal (as defined by the FCC). AT&T and Station will use commercially reasonable efforts to obtain a "good quality" signal. In the event that AT&T cannot receive a "good quality" signal, AT&T shall have no obligation to retransmit the Station.

6. Consideration. AT&T shall not be required to pay Station any cash consideration. The sole consideration required of AT&T shall be compliance with the terms and conditions of this Agreement.



7. **Indemnification.** Station shall indemnify AT&T from and against any and all claims, liabilities, damages, costs and expenses arising out of retransmission of Station's signals pursuant to the terms of this Agreement to the extent that such claims, liabilities, damages, costs and/or expenses are based upon libel, slander, defamation, invasion of the right of privacy or publicity, or violation or infringement of copyright, trademark or music synchronization or performance rights.

8. **Termination.** Either party may terminate this Agreement by giving the other party written notice, if the other party has materially breached its duties or obligations hereunder, and such breach is not cured within thirty (30) days after receipt of such notice.

9. **Notices.** All notices, demands, requests or other communications that may be or are required to be given, served, or sent by a party to the other party pursuant to this Agreement shall be in writing and shall be deemed given when faxed with verbal confirmation of receipt, delivered personally, or mailed by certified mail or any widely used and recognized overnight courier service, postage or delivery charge prepaid, with return receipt requested. Notices shall be addressed to the parties as follows:

If to AT&T:

AT&T Services, Inc.
530 McCullough
San Antonio, TX 78215
Attn: Sr. Contract Manager
Facsimile: (210) 886-5290

If to Station:

Facsimile:

With copies to:

AT&T Services, Inc.
675 W. Peachtree St., NW Suite 4200
Atlanta, GA 30375
Attn: IP Video Counsel

AT&T Services, Inc.
1880 Century Park E, Ste. 1101
Los Angeles, CA 90067
Attn: Executive Vice President Programming

10. **Force Majeure.** Any delays or failures in performance resulting from acts or occurrences beyond the reasonable control of a party (e.g., acts of nature, fire, riot, war, labor disruption, law, government order or regulation, etc.) shall not result in a default of this Agreement by such party.

11. **Applicable Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of Texas (but not including the choice-of-law thereof), subject to applicable provisions of the Communications Act of 1934, as amended, and applicable rules, regulations and orders of the Federal Communications Commission.

12. **Confidentiality.** The parties agree to maintain the terms and provisions of this Agreement in confidence, and neither party shall disclose to any unrelated third party (other than its authorized personnel or as required by law) any information with respect to the terms and provisions of this Agreement without the express permission of the other.

13. **Limitation of Liability.** Except with respect to third party indemnity claims and the confidentiality obligations set forth in this Agreement, in no event is either party liable to the other party for any incidental, special, consequential, punitive or similar damages (including, without limitation, loss

of profits or revenues, or damages to or loss of personal property), however caused, based on any theory of liability.

14. Assignment. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that no consent shall be necessary in the event of assignment to: (i) a successor entity resulting from a merger, acquisition or consolidation by either party; or (ii) an entity under common control with, controlled by, or in control of, either party. This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the parties.

15. EAS. AT&T shall not preempt, override, or interrupt the retransmission of each Station's Signals for any Emergency Alert System ("EAS") messages provided by Station but rather, shall retransmit all EAS signal tests and messages required pursuant to 47 C.F.R. §11.11(a) and 47 C.F.R. §11.51 for each Station including national, state and local alerts, without modification, interruption or delay. Notwithstanding the foregoing, each Station acknowledges that AT&T's agreement not to preempt, override, or interrupt such Station's Signals for EAS messages, alerts, or tests is subject to AT&T's compliance with all applicable laws, rules and regulations including, without limitation, any applicable licensing authority.

MDP
~~**16. Compulsory Copyright.** It shall remain the obligation of Operator to ensure, and Operator warrants that it will so ensure, that Operator's retransmission of all copyrighted programs included in the Station's broadcast signals is appropriately licensed for retransmission on the applicable System, under compulsory copyright license pursuant to 17 U.S.C. § 111, it being understood, however, that Station shall be solely responsible for obtaining all necessary rights for the exhibition of all materials included in Station's signals on over-the-air broadcast television. Notwithstanding anything to the contrary contained in this Agreement, Operator shall have no obligation to retransmit any broadcast signal of a Station in any geographical area if such retransmission subjects Operator to an increase in its compulsory copyright fee resulting from the designation of such Station's Signal as being distant.~~

17. Private Copyright License. In addition, notwithstanding anything to the contrary, Station hereby represents and warrants, that Station is able and has the right to grant, and hereby grants to Operator, a "private copyright license", which shall include the right and title to perform and retransmit at any time during the Term, all copyrighted works contained in a Station's broadcast signal(s) through to each Subscriber, including, but not limited to, broadcast programs, commercial advertising, music and third party content (hereinafter "Private License Warranty"). Station shall indemnify, defend, and forever hold harmless Operator from and against any and all costs arising directly or indirectly out of a breach of the Private License Warranty, including but not limited to all losses, liabilities, damages, expenses, fines, forfeitures, reasonable attorneys' fees, disbursements, witness fees, and administrative and court costs.

18. Scope of Agreement and Amendment. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous, express or implied, written or oral, agreements, representations and conditions between the parties with respect thereto. This Agreement may only be modified or amended by a writing signed by both parties.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date written above.

AT&T SERVICES, INC.

GREATER LOUISVILLE COMMUNICATIONS



at&t

By: Rory Gandy
Name: Rory Gandy
Title: Senior Contract Manager
Date: 6/1/09

By: Greater Knoxville Communications
Name: Rosine Rosenthal
Title: Chairman
Date: May 24, 2009