

RETRANSMISSION CONSENT AGREEMENT

Buckeye Cablevision, Inc. and affiliates ("Cable Operator") and : MATRIX Broadcast Group , Inc ("Broadcaster") enter into this Retransmission Consent Agreement ("Agreement") as of October 1st, 2009 ("Agreement Date").

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.
 - (a) "All Digital System" means a System that transmits all programming in a digital format.
 - (b) "Analog Signal" means the analog broadcast signal of Station that complies with applicable industry standards and FCC regulations. The Analog Signal shall include the accompanying audio, and closed captioning data contained in line 21 of the vertical blanking interval and, to the extent technically feasible, program-related material carried in the vertical blanking interval or on subcarriers.
 - (c) "Digital Signal" means the digital broadcast signal of Station that complies with applicable industry standards and FCC regulations. The Digital Signal shall include program-related material, as defined under FCC regulations, and all information necessary to identify and tune the Digital Signal.
 - (d) "Multicast Programming" means discrete video programming channels in the Digital Signal in addition to the Primary Digital Signal.
 - (e) "Primary Digital Signal" means: (i) the discrete video programming channel in the Digital Signal that substantially duplicates the programming carried in Station's Analog Signal; or (ii) if Station does not transmit an Analog Signal, the discrete programming channel in the Digital Signal that contains substantially all network programming, including programming in high definition format, of the national network with which a Station is affiliated, syndicated programming, and local news.
 - (f) "Signal" means the Analog Signal and Digital Signal.
 - (g) "Station" means the commercial broadcast station or stations controlled by Broadcaster and set forth in Exhibit A.
 - (h) "System" means each of Cable Operator's cable television systems listed on Exhibit A.
2. **Grant of Rights; Carriage.** Broadcaster grants to Cable Operator the non-exclusive right during the Term to retransmit the Signal on each System, subject to the terms and conditions of this Agreement. Cable Operator shall retransmit on the System, at its own expense, the Signal in its entirety without alteration, deletion or delay, except as may be required by FCC regulations, and except as otherwise permitted under this Agreement.

3. **Term.** The term of this Agreement shall commence on the Agreement Date and shall continue through: September 30th 2011 ("Term") unless earlier terminated under this Agreement. Thereafter, this Agreement shall continue month-to-month and shall be terminable upon 60 days notice.
4. **Delivery and Carriage Obligations – Analog Signal.** Sections 4(a) – (b) shall not apply if Station is transmitting only a digital signal.
 - (a) **Delivery of Analog Signal.** Broadcaster, at its own expense, shall deliver a good quality Analog Signal to each System headend, consistent with FCC signal quality standards applicable to analog must carry stations.
 - (b) **Carriage.** Cable Operator shall carry the entire Analog Signal without interruption or alteration, except as permitted under this Agreement. Cable Operator may delete signal enhancements (such as ghost canceling) so long as those enhancements are reintroduced in a comparable fashion at the Cable System's headend. Carriage of the Analog Signal must be without material degradation and of equal quality to all other analog broadcast signals cablecast on the System, provided, however, that Cable Operator shall not be obligated to deliver a better quality signal than it receives.
 - (c) **Channel Placement.** Unless otherwise agreed to by Station, Cable Operator shall cablecast the Analog Signal throughout the Term on Cable Operator's basic tier. Cable Operator shall carry the Analog Signal on the channel specified on Exhibit A, which shall be a single channel dedicated solely to the full-time retransmission of the Analog Signal.
 - (d) **Downconversion of Primary Digital Signal.** Cable Operator may fulfill its obligations under this Section by replacing the Analog Signal with the Primary Digital Signal converted to analog format. Cable Operator shall use commercially reasonable efforts to ensure that the resulting picture of any such down-conversion does not omit any content of the original picture (e.g. by cropping), does not materially distort the content of the original picture, and does not have a lower quality audio or picture than the down-converted signal of any other retransmitted television station, in each case from an average viewer's perspective and in conformance with industry standards.
 - (e) **All Digital Systems.** Cable Operator shall have no obligation to retransmit the Analog Signal or downconverted Primary Digital Signal on an All Digital System.
5. **Delivery and Carriage Obligations – Digital Signal.** Sections 5(a) – (e) shall apply only if Station is transmitting a digital signal.
 - (a) **Delivery of Digital Signal.** Broadcaster, at its own expense, shall deliver a good quality Digital Signal to each System headend, consistent with FCC standards applicable to digital must carry stations. Upon request of either party, the parties will negotiate in good faith alternative delivery methods, for example, a direct fiber connection to the Station's transmitter site.
 - (b) **Carriage.** Cable Operator may remodulate the Digital Signal and statistically multiplex the Digital Signal with other digital signals within a single 6 MHz channel. Any remodulation by Cable Operator shall not materially degrade the

video, audio or program-related material in the Digital Signal. Cable Operator shall retransmit the Digital Signal on each System in a manner and quality at least equal to that of other commercial digital broadcast signals carried on the System. Except as permitted under this Agreement, Cable Operator shall not downconvert the Digital Signal to a lower resolution format, without Broadcaster's prior consent, which shall not be unreasonably withheld or delayed, provided, however, that Cable Operator shall not be obligated to deliver a better quality signal than it receives.

- (c) **Channel Placement.** Cable Operator shall retransmit the Primary Digital Signal on a basic service tier containing the primary digital signals of other commercial broadcast stations carried on the applicable System. Cable Operator shall carry the Primary Digital Signal on the channel specified on Exhibit A, which shall be a single channel dedicated solely to the full-time retransmission of the Primary Digital Signal.
 - (d) **Multicast Programming.** If Broadcaster begins to transmit Multicast Programming within the Digital Signal, Broadcaster shall provide Cable Operator at least 60 days prior notice. Carriage by Cable Operator of Multicast Programming in addition to the Primary Digital Signal shall be in accordance with this Agreement, subject to the prior consent of Cable Operator.
6. **Copyrights.** Carriage of the Signal shall not convey the copyrights of or to the underlying programming transmitted by Station. It shall remain the obligation of Cable Operator to ensure that Cable Operator's retransmission of all copyrighted programs included in the Signal is appropriately licensed for retransmission on the Systems.
7. **Unauthorized Use.** Cable Operator shall not, and shall not permit any person to, record, copy, or duplicate any portion of the Signal without Broadcaster's prior written consent. This restriction shall not apply to the lawful use of devices such as VCRs, DVRs and Slingboxes.
8. **Representations and Warranties.**
- (a) **Cable Operator.** Cable Operator represents and warrants that: (i) Cable Operator owns, leases, manages or otherwise controls or possesses the Systems; (ii) Cable Operator has all necessary authority to enter into this Agreement and this Agreement shall constitute a binding obligation of Cable Operator; and (iii) the person executing this Agreement is an authorized representative of Cable Operator and has authority to bind Cable Operator to this Agreement.
 - (b) **Broadcaster.** Broadcaster represents and warrants that: (i) Broadcaster owns or controls Station; (ii) Broadcaster holds all necessary licenses and authorizations to transmit the Signal; (iii) Broadcaster has all necessary authority to enter into this Agreement and this Agreement shall constitute a binding obligation of Broadcaster and the applicable Station; and (iv) the person executing this Agreement is an authorized representative of Broadcaster and has authority to bind Broadcaster to this Agreement.
9. **Indemnification.** Broadcaster shall indemnify and hold harmless Cable Operator, its affiliates, owners, officers, directors, and employees from and against, any and all

losses, claims, actions, damages and liabilities (collectively, "Losses" and, individually, a "Loss") that arise out of: (i) any breach of this Agreement by Broadcaster or Station; or (ii) the content of programming contained in the Signal or Cable 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 by Broadcaster or Station. Losses shall include any and all legal, accounting and other fees, costs and expenses reasonably incurred by any of them in connection with investigating, mitigating or defending any such Loss.

10. **Default and Termination.**

- (a) **Termination for default.** A default shall occur if a party fails to comply with any material term of this Agreement. If a default continues for thirty days after receipt by the defaulting party of written notice of default, then, in addition to all other rights and remedies, the nondefaulting party shall have the right to suspend its performance or retransmission consent under this Agreement, as applicable, until such default or failure is remedied, or to terminate this Agreement.
- (b) **Termination for Loss of Affiliation.** Cable Operator may terminate this Agreement upon 30 days notice with respect to any Station that loses the national network affiliation that existed on the Agreement Date.

11. **After-acquired Systems.** If Cable Operator acquires other systems within the service area of any Station, Cable Operator may add the after-acquired system to this Agreement by sending Broadcaster an updated Exhibit A. The after-acquired system will then be considered a System under this Agreement.

12. **EAS.** Unless agreed in writing between Cable Operator and Broadcaster, nothing in this Agreement shall restrict the transmission by either party of emergency messages consistent with federal, state, or local laws, regulations, or franchise agreements.

13. **Notices.** Any notices required by this Agreement shall be in writing and shall be deemed given when delivered to the applicable address below as follows: (i) upon delivery when sent by hand-delivery; (ii) upon delivery when sent by certified or registered mail, return receipt requested; (iii) upon delivery and confirmation via telephone, when sent by facsimile; or (iv) upon delivery when sent by courier or express mail service. A party may change its address for purposes of notice by giving notice of the change in accordance with this Section.

If to Broadcaster:

WYMT-TV
P.O. BOX 351996
Toledo, OH 43635
Attn: Jesse Weatherly
Fax: 419-726-2100

If to Cable Operator: Buckeye Cablevision, Inc.
5555 Airport Highway, Suite 110
Toledo, OH 43615
Attn: _____
Fax: _____

14. **Miscellaneous.**

- (a) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior or contemporaneous written or oral understandings or agreements between the parties. The parties may amend this Agreement only in writing signed by both parties.
- (b) **Binding Effect; Assignment.** A party shall assign this Agreement to any party acquiring substantially all the assets or ownership rights of a party. This Agreement shall bind and benefit the parties and their respective successors.
- (c) **Force Majeure.** Any delay or other failure to perform due to circumstances beyond a party's control shall not result in a default of this Agreement. Each party shall exercise reasonable efforts to cure any nonperformance resulting from circumstances beyond that party's control.
- (d) **Relationship of the Parties.** Nothing in this Agreement shall create any joint venture or principal-agent relationship between Broadcaster and Cable Operator. No subscriber shall be deemed to have any direct or indirect contractual relationship with Broadcaster by virtue of this Agreement, nor shall any subscriber be deemed to be a third party beneficiary of this Agreement.
- (e) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.
- (f) **Governing law.** This Agreement shall be governed and construed under applicable provisions of the Communications Act of 1934, as amended, FCC regulations, and the laws of the state of Ohio.
- (g) **Execution and Delivery.** This Agreement may be signed in counterparts and delivered by facsimile, each of which shall be deemed an original and all of which taken together shall constitute one agreement.

The parties execute this Agreement as of the Agreement Date.

BROADCASTER

By: Jesse Weatherby

Name: Jesse Weatherby

Title: Managing Director

9/30/09

BUCKEYE CABLEVISION, INC.

By: _____

Name: _____

Title: _____

