

DIRECT LICENSE AGREEMENT

This Direct License Agreement is made as of the 1st day of January, 2012 by and between Jamie Cooper Television, Inc. ("Licensee"), licensee of television station WTZT-CD, Athens, AL (the "Station") and Charter Communications Operating, LLC on behalf of its subsidiaries that are operating Systems ("Operator"), owner and operator of the cable television system(s) serving the communities listed in Schedule A (the "System(s)").

WHEREAS, Licensee wishes to provide the television programming broadcast on the Station (the "Programming") to the residents of the communities listed in Schedule A; and

WHEREAS, Operator provides cable television service to the communities listed in Schedule A and wishes to continue to have the ability to retransmit the Station's Programming to its subscribers in those communities; and

WHEREAS, in some of the communities listed in Schedule A, the Station is classified as a distant signal; and

WHEREAS, United States copyright law and regulations would ordinarily require Operator to pay copyright royalties for the right to retransmit the Station's Programming on the System(s); then

THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. Licensee grants to Operator its consent to retransmit the Station's signal to its customers on the System(s) and on any system on which the Station is currently carried or on which it may be added where its signal is classified as "distant" from the date first written above until and including December 31, 2014 (the "Term") without incurring copyright royalty fees or compulsory license fees under 17 United States Code §111. This Agreement shall automatically renew for any number of successive one- (1-) year periods unless terminated by either party effective at the end of the initial term or then-current renewal term by giving the other party no less than thirty (30) days prior written notice.

2. Licensee hereby certifies with respect to all of the Programming transmitted by the Station that either (1) it owns the copyright in the programming, or (2) it has obtained all necessary licenses from third-party copyright owners of the programming giving it authority to license Operator to retransmit such programming free and clear of any and all rights, obligations and claims. Written authority for such license is attached hereto from Licensee's primary source of network programming for the Station.

3. Licensee and Station shall each jointly and severally indemnify Operator for any copyright royalty fees, including, but not limited to, any compulsory license fees under 17 U.S.C. § 111, resulting from carriage of the Station's signal on the System(s) for all periods of retransmission by Operator. This paragraph 3 shall survive the termination or expiration of this Agreement. In addition to Operator's rights under any other agreement or the FCC's rules, Operator shall have the right to discontinue carriage of the Station, in the event Licensee or the

Station fail to either maintain direct license authority pursuant to paragraphs 1 and 2 of this Agreement or provide indemnification pursuant to this paragraph 3.

4. Licensee shall provide the Station's Programming to the System's principal headend via a "good quality" signal consistent with the signal strength and quality standards set forth in the Federal Communications Commission's rules.

In witness whereof and intending to be legally bound, the authorized representatives of the parties have executed this Agreement as of the date written first above:

For Licensee:
Jamie Cooper Television, Inc.

Gloria M. Cooper
Signature

Gloria M. Cooper
Name (print)

VP
Title

For Operator:
Charter Communications Operating, LLC
By: Charter Communications, Inc., its manager

Matt Faulk
Signature

Matt Faulk
Name (print)

VP GM
Title

SCHEDULE A

Communities

Athens, AL
Decatur/Flint, AL
Elkmont, AL
Limestone County, AL
Morgan County, AL
Falkville, AL
Hartselle, AL
Lawrence County, AL
Morgan, AL
Priceville, AL
Sommerville, AL
East Lawrence County, AL
Moulton, AL
Franklin County, AL
Littleville, AL
Russellville, AL

Devrick, Linda F

From: Avery, Christopher M
Sent: Monday, June 04, 2012 9:49 AM
To: Devrick, Linda F
Cc: James, Skip M
Subject: RE: WTZT-CD

Thanks Linda. Can you have Matt sign this and return a copy? I can get the fully executed version to accounting so that they can update the copyright filing.

Thanks.

Christopher Avery | Legal Affairs | 314-543-2451
12405 Powerscourt Drive, St. Louis, MO 63131

From: Devrick, Linda F
Sent: Monday, June 04, 2012 7:29 AM
To: Avery, Christopher M
Cc: James, Skip M
Subject: WTZT-CD

Attached is direct license agreement for WTZT-CD