

## DTV CONSENT AGREEMENT

This DTV Consent Agreement ("Agreement") is entered into this 15th day of July, 2004 by Connecticut Public Broadcasting, Inc., a Connecticut corporation ("CPTV"), WTXH, Inc., a Delaware Corporation ("WTXH"), and WSAH, Inc., an indirect, wholly-owned subsidiary of The E.W. Scripps Company and a Tennessee corporation ("WSAH"), (each an "Applicant" and collectively the "Applicants").

WHEREAS, CPTV has filed an application with the Federal Communications Commission ("FCC") for authority to exchange DTV channels \*45 and \*32, so that channel \*45 would be associated with Station WEDH-TV, Hartford, Connecticut (FCC File No. BPEDT-19990113KG, as amended October 8, 2003); and so that DTV channel \*32 would be associated with WEDN-TV, Norwich, Connecticut (FCC File No. BNPEDT-20031008AAT); and plans to file an application for modification of analog TV channel \*24 associated with Station WEDH-TV, for collocation with the proposal for its DTV channel \*45 on Rattlesnake Mountain; and

WHEREAS, CPTV has filed an amendment on March 18, 2004 to its channel \*45 proposal at Hartford to meet objections filed by the American Broadcasting Companies, Inc. (ABC) with regard to possible interference from WEDH-DT as proposed to the analog channel of WSAH(TV); and in that same filing explained why all domestic allocation considerations were also met to Station WUVN-DT, Hartford, Connecticut, also referenced in the ABC opposition and a separate filing by that station's licensee Entravision Holdings, LLC; and

WHEREAS, CPTV is also the licensee of Station WEDW(TV), channel \*49, Bridgeport, Connecticut; and

WHEREAS, WTXH is an indirect, wholly-owned subsidiary of Tribune Company ("Tribune"); and

WHEREAS, WEWB, L.L.C., another indirect, wholly-owned subsidiary of Tribune has filed an application with the FCC for authority to construct DTV channel \*43 associated with commercial Station WEWB-TV, Schenectady, New York (FCC File No. BPEDT-19990830AAW); and

WHEREAS, WTXH is the licensee of Station WTXH(TV), Waterbury, Connecticut operating on analog channel \*20; and

WHEREAS, WSAH is preparing an amendment to its application to the FCC for authority to construct DTV channel \*42 associated with commercial Station WSAH-TV, Bridgeport, Connecticut (FCC File No. BPCDT-19991101AFE) that will result in collocation of Station WSAH-DT with WSAH(TV) at the WSAH(TV) antenna site (41° 21' 43" N.; 73° 6' 48" W.); and

WHEREAS, grant of all the above-referenced applications, as amended as described herein, will permit the inauguration of full-power DTV services in Hartford and Bridgeport, Connecticut and Schenectady, New York as well as the efficient and cost-saving collocation of the CPTV and Tribune stations in Hartford and the analog and digital operations of WSAH-TV in Bridgeport;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the Parties set forth herein, and subject to the requirements of Section 73.3525 of the FCC's rules, the Parties agree as follows:

1. Consent to Applications.

- A. CPTV consents to the grant of the above-referenced application for Station WSAH-DT, as amended, so as to permit the collocation of that station's analog and digital channels

and the provision of additional digital service to Bridgeport, Connecticut. To the extent the seven-channel "taboo" of the FCC's rules is violated with regard to Station WEDW-TV, channel \*49, CPTV accepts the potential interference from WSAH-DT's operation at the WSAH(TV) antenna site described above at 1000 kW. CPTV further consents to the subsequent relocation of WSAH-DT so long as the proposed move would result in no increase in predicted interference (as determined under the FCC's rules) to Station WEDW-TV.

- B. WSAH agrees to accept the incremental interference predicted to be caused to WSAH's analog operation on channel \*42 by the DTV facility on channel \*43 proposed in WEWB's above-referenced construction permit application by consenting to a temporary waiver of the de minimis interference rules that would permit the FCC to grant WEWB-DT's construction permit application. This temporary waiver will become moot as soon as WSAH is able to complete collocation of its digital station at its analog site, as permitted by the consent of CPTV referenced above. The technical specifications of the WEWB-DT facility are contained in the above-referenced construction permit application.
  - C. WTXX consents to the waiver of spacing rules to be proposed in WEDH-TV's forthcoming application to the extent a waiver is required for grant of the application for collocation of analog channel \*24 associated with Station WEDH-TV to the same site on Rattlesnake Mountain as is currently proposed for WEDH on DTV channel \*45 in FCC File No. BPEDT-19990113KG, as amended on March 18, 2004. To the extent that the intermodulation/cross-modulation taboo is violated with respect to Station WTXX(TV), channel \*20, Waterbury, Connecticut, WTXX consents to the short-spacing.
2. No Consideration. Other than the mutual consents and commitments described above, no consideration has been paid or received by any of the applicants.
  3. Requirement of FCC approval of all applications. The consents contained herein are contingent on FCC approval of all referenced applications, and each party is free to withdraw consent in the event all applications are not simultaneously granted by the FCC in a single order or public notice.
  4. Cooperation with prosecution. All applicants agree to take such additional acts and file such additional documents as may be reasonably required by the FCC as necessary to secure grant of all applications referenced above.
  5. Entire Agreement. This DTV Consent Agreement contains the entire understanding of the Applicants with respect to the subject matter hereof, supersedes all prior understandings, agreements, negotiations, discussions, and representations, whether written or oral, and may not be modified, extended, or terminated except by an instrument in writing executed by the Applicants.
  6. Scope and Binding Effect. This DTV Consent Agreement shall be binding upon and shall inure to the benefit of the Applicants, and their heirs, successors, and assigns. Each individual executing this DTV Consent Agreement warrants and represents that he or she has the authority to bind the Party for whom he or she is signing. Each of the Applicants represents that this DTV Consent Agreement is a legal, valid, and binding obligation, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, or by court-applied equitable remedies.
  7. Notices. All notices, requests and other communications pertaining to this DTV Consent Agreement shall be in writing and shall be deemed duly given when delivered personally (which shall include delivery by facsimile or by Federal Express or other nationally recognized, reputable overnight courier service that issues a receipt or other confirmation of

delivery) to the party for whom such communication is intended, or three (3) business days after the date mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, addressed as follows:

a. If to CPTV: Mr. Haig Papasian  
V.P. of Broadcast Engineering and Operations  
Connecticut Public Broadcasting, Inc.  
240 New Britain Avenue  
Hartford, Connecticut 06106  
(860) 278-2157 (FAX)

with a copy to: Steven C. Schaffer, Esquire  
Schwartz, Woods & Miller  
1350 Connecticut Ave., N.W. Suite 300  
Washington, D.C. 20036  
(202) 833-2351 (FAX)

b. If to WTX: Paul R. Brenner  
Director of Engineering  
WTIC/WTX Tribune Television  
One Corporate Center  
Hartford, CT 06106  
(860) 520-1317

with a copy to: Thomas P. Van Wazer, Esquire  
Sidley Austin Brown & Wood, LLP  
1501 K Street, N.W.  
Washington, D.C. 20005  
(202) 736-8711 (FAX)

c. If to WSAH: Michael Doback  
20777 W. Ten Mile Road  
P.O. Box 789  
Southfield, MI 48037  
(248) 827-9491

with a copy to: Kenneth C. Howard Jr., Esquire  
Baker & Hostetler LLP  
1050 Connecticut Avenue, N.W.  
Suite 1100  
Washington, D.C. 20036-5304  
(202) 861-1783 (FAX)

8. Counterparts. This DTV Consent Agreement may be executed in counterparts, all of which together shall constitute the original.

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

CONNECTICUT PUBLIC BROADCASTING, INC.

By: *Haig Papasian*  
Haig Papasian  
V.P. of Broadcast Engineering and Operations

WTXX, Inc.

By: \_\_\_\_\_  
Gary G. Zenobi  
Vice President & General Manager

WSAH, INC.

By: \_\_\_\_\_  
William B. Peterson  
Senior Vice President

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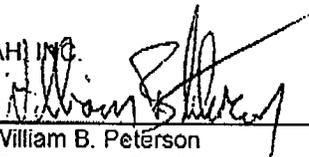
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