

Exhibit F

Form of Network Affiliation Agreement

[Attached.]

FORM OF NETWORK AFFILIATION AGREEMENT

This Network Affiliation Agreement (this “Agreement”), dated as of [*] (“Execution Date”), is made by and between ION Media Networks, Inc. (“Network”), a Delaware corporation, and [*], a [*] limited liability company (“Affiliate”). Affiliate owns and operates, as licensed by the Federal Communications Commission (“FCC”), the television broadcast stations (each, a “Station”), as set forth on **Exhibit 1**.

In consideration of the mutual covenants, conditions and obligations set forth below, the parties, intending to be legally bound, agree as follows:

1. Network Affiliation and Network Programming.

(a) Subject to the terms and conditions of this Agreement, including, without limitation, those set forth in Section 3, Affiliate has determined that the public interest, convenience and necessity would be served by Station’s broadcast of television broadcast programs made available by Network and its affiliates featuring, but not limited to, entertainment, drama, talk, infomercial, general interest programming, datacasting, and other programming and services for distribution on Station’s digital streams, including multicast streams. The foregoing television programming that Network offers to Station is referred to collectively herein as the “Network Programming.” For purposes of this Agreement, each television program or other service provided by Network as part of the Network Programming is a “Network Program.” Subject to the terms of this Agreement, Network grants Affiliate, and Affiliate accepts from Network a limited, non-exclusive license to broadcast the Network Programming in the community to which Station is licensed by the FCC for the hours and at the times set forth in **Exhibit 2**.

(b) Network represents and warrants to Affiliate that Network shall not, after the Commencement Date (as defined below), license ION Network Programming on any other television station in any Station’s community of license, except as otherwise set forth herein.

(c) With respect to areas outside Station’s Designated Market Area (“DMA”) (as defined by Nielsen or a successor thereto) Network shall have the right to offer the Network Programming, including ION Network Programming, for carriage by cable television systems, direct broadcast satellite services, other multichannel video program distributors (“MVPDs”), online video programming distributors (“OTT Distributors”), or via any other medium. With respect to areas inside Station’s DMA, Network shall not offer, without Affiliate’s consent, the Network Programming to be provided on Station’s primary digital stream for carriage by cable television systems, direct broadcast satellite services, or other MVPDs, but with respect to Network Programming to be provided on Station’s multicast streams, Network shall have the right to offer such Programming for carriage by cable television systems, direct broadcast satellite services, other MVPDs, and OTT distributors.

2. Acceptance and Regulatory Compliance.

(a) Acceptance of License. Affiliate’s acceptance of the license granted by Network

under Section 1 of this Agreement constitutes its agreement, and obligation to broadcast the Network Programming in accordance with the terms of the license and this Agreement. Affiliate agrees that it is the essence of this Agreement that it shall broadcast the Network Programming in its entirety over the facilities of Station.

(b) Children's E/I Programming. It is expressly understood by the parties that the programming broadcast by Network via Station as part of the Network Programming shall contain a minimum of three (3) hours per week of core educational and informational ("E/I") children's programming as required by the FCC, or such other amount as may be required by the FCC from time to time, and will otherwise comply with applicable FCC rules concerning children's E/I programming, including but not limited to commercial limits within children's E/I programming. Network will provide Affiliate with reports and information documenting compliance with the FCC's children's E/I programming rules and requirements on an annual basis (or such other basis mandated by the FCC's children's E/I programming reporting requirements as they may be amended) to facilitate Affiliate's preparation of compliance reports required by the FCC.

(c) Other FCC Rules and Regulations. Network shall also be responsible for ensuring that all Network Programming complies with all applicable rules and regulations of the FCC, including, without limitation, the Commercial Advertisement Loudness Mitigation Act, closed captioning requirements, and video description requirements. Network will provide Affiliate with all reports and information necessary to document Affiliate's compliance with FCC rules and regulations and satisfy FCC reporting requirements.

3. Limitations on Carriage; Broadcast in Entirety; Programming Changes; Preemptions.

(a) Limitations on Carriage. Affiliate shall cause Station to broadcast the Network Programming from Station's originating transmitter and antenna for free over-the-air television home reception and associated carriage on MVPDs serving Station's DMA. Affiliate shall not, without Network's prior written authorization, (i) authorize the transmission of all or any portion of the Network Programming into a place where admission is charged or where the reception of the transmission is made subject to the payment of a fee; (ii) relay the broadcast of all or any portion of the Network Programming to any other party; or (iii) cause, authorize or permit the duplication or recording of all or any portion of the Network Programming over the facilities of any other broadcast station, or by any other facility, device, medium, or method not expressly authorized hereunder, including the Internet (including, without limitation, video streaming, simulcasting, or interactive television) or any other technology now known or hereafter devised by which television service may be delivered; provided, however, that this provision shall not preclude rebroadcast of Station's signal by a television translator, booster station, digital repeater, low power television station, or full power television satellite station owned, operated, and licensed by the FCC to Affiliate (collectively, "Repeaters"). Notwithstanding the foregoing, in the event that the signal emanating from any such Repeater is received and rebroadcast in a community outside Station's DMA, Network shall have the right, at any time, to rescind Affiliate's right to rebroadcast the Network Programming on such Repeaters.

(b) Broadcast in Entirety. Subject to Section 3(i) of this Agreement, Affiliate shall,

and shall cause Station to, broadcast the Network Programming in its entirety, including all video and accompanying audio portions of the digital signal (including all digital multicast streams), without any material delay, interruption alteration, addition, editing, or deletion (including without limitation deletion of advertising spots), including, without limitation, all network identifications, and, subject to applicable rules and regulations of the FCC, all commercial announcements; all closed captioning information, second language audio programming, and program identification codes; all watermarks, fingerprints, tags, or other forensic marks included in the digital signal (including, without limitation, Nielsen NAVE II audio watermarks and Nielsen ID3 tags); all promotional material; all copyright and trademark notices; all sponsorship identification announcements; all credits and billings; all information in the digital equivalent of the Vertical Blanking Interval; any L-bars, bugs, banners, or other visual displays for commercial or informational purposes; all enhanced or interactive content and advertisements; any and all video and data anywhere within the digital signal; and any other program material of any kind or nature included therein, including without limitation other material required by FCC rules and regulations. Affiliate shall submit to Network certified reports confirming Station's broadcast of the Network Programming and the commercials contained in the Network Programming. Notwithstanding the foregoing, Affiliate may add commercial announcements to the Network Programming as provided under Section 3(c) of this Agreement.

(c) Ad Avails. Subject to the last sentence of this Section 3(c), in each individual Network Program, Network will have the right in its sole discretion to determine: (1) the number and length of commercial announcement units (including station breaks) that will be available to Network television broadcast station affiliates, including Station (excluding those owned by Network) ("Network Affiliates") for insertion of affiliate commercial announcements ("Local Availabilities"); and (2) the terms and conditions applicable to the availability and use of the commercial announcement units by Network Affiliates, including Station. Network shall be entitled to all commercial availabilities within and adjacent to the Network Programming ("Network Availabilities"), other than Local Availabilities as provided for herein. Network shall determine the placement, timing, and format of Network Availabilities and Local Availabilities. The proceeds from Network Availabilities broadcast on Station shall be solely for the account of Network, which shall be solely responsible for determining the advertising rates at which such Network Availabilities shall be offered and sold. The proceeds from Local Availabilities broadcast on Station in Network Programming shall be seventy percent (70%) for the account of Affiliate and thirty percent (30%) for the account of Network, the proceeds from Local Availabilities in Local Programming (as defined in Section 3(k)) shall be solely for the account of Affiliate, and Affiliate shall be solely responsible for determining the advertising rates at which such Local Availabilities shall be offered and sold. The time allocated to Network for Network Availabilities shall not be covered, dropped, or used for any purpose whatsoever by Station without the express prior written consent of Network. As of the Execution Date, Station's Local Availabilities in Network Programming are as set forth on **Exhibit 3**, which may be amended from time to time by mutual agreement of Network and Affiliate in accordance with this provision.

(d) Emergency Alert System. It shall be Station's obligation to retransmit all Emergency Alert System ("EAS") messages, alerts, and tests in compliance with FCC rules and regulations, and, notwithstanding anything to the contrary in this Agreement, the broadcast of such EAS messages shall be a permissible interruption of Network Programming.

(e) Unauthorized Copying. Affiliate shall not, and shall not cause, authorize, permit or enable any third party to, record, copy or duplicate (on film, tape or otherwise) any programming and other material furnished by Network hereunder, in whole or in part, and shall take all reasonable precautions to prevent any such recording, copying or duplicating. Notwithstanding the foregoing, if Station is located in the Mountain Time Zone, Affiliate may pre-record programming from the satellite feed for later broadcast at the times scheduled by Network. Affiliate shall erase all such pre-recorded programming promptly after its scheduled broadcast.

(f) Programming Changes. Subject to Section 3(i), the selection, scheduling, substitution, cancellation and withdrawal of any Network Program, or portion thereof, shall at all times remain within the sole discretion and control of Network. Network shall have the right, in its sole discretion, to (i) modify, cancel, or replace any Network Program, or (ii) change the day or time period during which any Network Program is scheduled to be broadcast. Any program delivered by Network in place of any Network Program regularly scheduled for broadcast by Network shall be considered a Network Program.

(g) Digital Service.

(i) With respect to Station's digital spectrum the Network Programming designated by Network as the primary video shall be carried over the primary digital program stream of Station, and the primary digital program stream shall appear as the first screen and be denoted as the primary channel in the signal's PSIP; provided, however, that the broadcast of Network Programming shall at all times be in accordance with the FCC rules then in effect. Affiliate shall not modify the data bandwidth of any Network Programming as such bandwidth is established from time to time by Network.

(ii) Network may provide multiple 24-hour a day network multicast programming streams and/or datacasting or other services, and Station shall transmit such multicast programming streams, datacasting, and other services in their entirety, provided that the mix of programs broadcast on the digital streams by Network shall, at all times, be in accordance with all FCC rules applicable thereto. Network shall not be obligated to provide programming in a high-definition format with respect to any Network Program. In the event that Affiliate incurs any obligation to pay spectrum fees to the FCC as a result of broadcasting ancillary or supplementary services provided by Network, Network shall reimburse Affiliate for such spectrum fees within thirty (30) days of Network's receipt of documentation evidencing the payment of such spectrum fees to the FCC. Digital programming obligations imposed by the FCC will be satisfied by Network Programming.

(h) Additional Network Rights. Nothing in this Agreement shall preclude Network from taking any action not specifically prohibited herein, including, but not limited to: (i) establishing additional interconnected networks, including but not limited to, television or audio broadcasting networks and cable programming networks, (ii) affiliating the Network Programming with any international affiliate on terms and conditions determined solely by Network, (iii) repurposing any Network Programs, sharing them with, or authorizing their transmission or retransmission in whole or in any part at any time on or by, without limitation,

any other cable, satellite, broadcast or other program service or station, or OTT Distributor.

(i) Right to Reject. Notwithstanding anything to the contrary in this Agreement, Affiliate shall have the right, at all times, to (1) reject or refuse any Network Programming, including advertising content, that Affiliate reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest, or (2) to substitute a program which, in Affiliate's opinion, is of greater local or national importance. Other than for breaking news and/or weather emergencies, Affiliate shall use commercially reasonable efforts to provide at least seven (7) days advance written notice, but in any case as soon as reasonably practicable, of Affiliate's determination to reject or substitute a program in place of Network Programming. If Affiliate rejects three (3) or more episodes of any particular series in a television season (generally from September-August), then Network may delete the other episodes from Network feed and enter into a licensing agreement with another television station located in Station's DMA for distribution of such Network Programming. If Affiliate rejects or substitutes a program in place of Network Programming, then Affiliate shall make Network whole with respect to any Network Availabilities that were not broadcast by Station.

(j) Preemptions. Affiliate shall have the right to preempt Network Programming for the programs listed on **Exhibit 4** (the "Preemption Basket"), which shall be limited to no more than ten (10) hours per year, provided that, other than for breaking news and/or weather emergencies, Affiliate shall provide Network at least seven (7) days advance written notice of Affiliate's intention to preempt any particular Network Program. Preemptions of Network Programming due to Affiliate's exercise of its right to reject pursuant to Section 3(i) shall not count towards the Preemption Basket.

(k) Local Programming. Affiliate shall have the right, but not the obligation, to program locally-originated, non-infomercial programming that serves the public interest ("Local Programming") on each program transport stream containing audiovisual programming, as set forth on **Exhibit 2**. The proceeds from any ad availabilities broadcast on Station during Local Programming shall be for the account of Station, which shall be solely responsible for determining the advertising rates at which such ad availabilities shall be offered and sold.

4. Program Delivery.

(a) Satellite Delivery. Network will deliver the Network Programming via satellite to Station as set forth on **Exhibit 4** as of the Execution Date. The choice of satellite to be used to transmit shall solely be within the discretion of Network, and Network may, from time to time, at its sole discretion, change the satellite being used for said transmissions.

(b) Equipment. Station shall be obligated to process and broadcast the Network Programming over its facilities. Station has acquired and will maintain throughout the Term, at Station's expense, the equipment necessary to receive, distribute, decompress, and/or decode the Network Programming in HD. If the broadcast of Network Programming, including, without limitation, datacasting or other services requires the purchase of additional equipment in order to broadcast such materials, Network will pay all costs of acquiring such additional equipment. For clarity, Station has and will maintain at all times at least one (1) encoder sufficient to process the

Network Programming in HD.

5. Consideration.

In consideration for Affiliate's agreement to license and to broadcast and distribute the Network Programming via Station, pursuant to the terms of this Agreement, Network shall compensate Affiliate as set forth in **Exhibit 6**. In addition, in the event Network requires Affiliate to purchase or lease equipment or fiber connectivity in connection with the transmission of Network Programming, Network shall reimburse Affiliate for any expenses advanced by Affiliate.

6. Term and Termination.

(a) Subject to the Termination provisions below, this Agreement shall commence on [*] (the "Commencement Date") and expire on the date that is seven (7) years after the Commencement Date (the "Term"). Affiliate shall have the right, in its discretion, upon written notice to Network no less than one hundred eighty (180) days prior to the expiration of the initial Term, to extend the Term of the Agreement by an additional three (3) years (the "Extended Term"). In the event Affiliate has extended the Term, then Affiliate shall have the right, in its discretion, upon written notice to Network no less than one hundred eighty (180) days prior to the expiration of the Extended Term, to extend the Extended Term of the Agreement by an additional three (3) years (the "Second Extended Term").

(b) This Agreement may be terminated by either party, at its discretion, in the event of any material breach by the other party that is not cured within sixty (60) days after detailed written notice of the breach is provided by the non-breaching party.

(c) Upon termination of this Agreement, the license granted to Network for the broadcast of the Network Programming shall be deemed immediately withdrawn and Affiliate shall have no further rights in the Network Programming.

(d) Sections 13, 14, 15 and 16 will survive termination or expiration of this Agreement.

7. Promotion and Station Identification.

(a) Promotion. Network and Affiliate will promote the broadcast of the Network Programming in a cooperative manner. Affiliate agrees to consider and, to the extent it deems consistent with the public interest, convenience, and necessity, use commercially reasonable efforts to follow guidelines established by Network with respect to the promotion of the Network Programming in Station's DMA. Throughout the term of this Agreement, Network will make available to Affiliate such promotional materials as Network and Affiliate mutually deem appropriate. Network may, from time to time, undertake marketing tests and surveys, rating polls, and other research in connection with the Network Programming. Affiliate will cooperate, and will cause Station to cooperate, in such research by rendering such assistance as Network may reasonably request and which Affiliate and Station can reasonably provide.

(b) Station Identification. During the term of this Agreement, Affiliates shall identify

Station exclusively as an affiliate of Network, of ION, or such other name(s) as Network may subsequently designate in writing, in all Station IDs broadcast and in all other promotional material distributed by Affiliate or under Affiliate's control with respect to Station, including without limitation on such Station's website(s). Such identification may be preceded or followed by Station's call letters, community of license, and channel position. During the Term of this Agreement Affiliate shall identify Station to all ratings services, including without limitation Nielsen Media Research and comScore, as being the primary Network affiliate in the community to which Station is licensed.

8. Rights in Programming and Trademarks.

(a) Programming. All rights in and to the Network Programs are reserved to Network for its exclusive use. All rights, title, and interest in and to the Network Programs will remain the property of Network.

(b) Trademark License. Network hereby licenses Affiliate to use the trademarks and service marks listed on **Exhibit 7** to this Agreement, as such Exhibit may be amended by Network from time to time, in connection with this Agreement. Affiliate acknowledges that the name, logo and mark "ION" (and the names of the programs that comprise the Network Programming, and any subsequently selected names or marks for the Network and/or Network Programming (and accompanying websites) (collectively, the "Marks") are the exclusive property of Network and its suppliers, and that Affiliate has not and will not acquire any ownership thereof by reason of this Agreement. Affiliate shall not directly or indirectly attack, contest, or in any other manner impugn the validity of the Marks or Network's rights in and to the Marks, and shall reasonably cooperate with Network's quality control, monitoring, and inspection of the use of the Marks. Any and all goodwill arising from Affiliate's use of the Marks shall inure solely to the benefit of Network. Network shall provide Station with promotional spots, logos, and artwork for Station's use in publicizing its activities and programming only with regard to the Network Programming, and Affiliate shall periodically submit to Network's representative samples of Station's promotional materials mentioning or using the Marks (other than those materials provided by Network). Uses of the Marks in routine promotional materials, such as program guides and program listings for the Network Programming and their use on Station's website(s), shall be deemed approved unless Network specifically notifies Affiliate to the contrary.

9. Failure of Performance Due to Force Majeure.

Neither Network nor Affiliate shall incur any liability hereunder because of Network's failure to deliver or Station's failure to broadcast the Network Programming due to acts of God, non-delivery by program suppliers, legal enactment, labor disputes, satellite transmission problems, or other causes beyond the control of Network or Station ("Force Majeure Event").

10. Changes in Station Facilities.

Affiliate shall use commercially reasonable efforts to provide Network seven (7) days advance written notice, but in any case as soon as reasonably practicable, of any change in Station's current broadcast facilities, including with respect to Station's transmitter location, height of

antenna above average terrain, type of antenna, licensed power, community of license, call sign, or frequency, hours of operation, operating power, significant reduction of cable households receiving the Network Programming, and/or any cessation of Station's broadcast operations, whether voluntary or involuntary, including without limitation for maintenance. With 120 days' advance written notice to Affiliate, Network may terminate this Agreement should Affiliate change, without Network approval, facilities, coverage, or other technical specifications that render Station, in Network's good faith, reasonable determination, materially less valuable as a network affiliate (a "Material Change"). Such notice shall describe in detail the basis by which Network has determined that there has been a Material Change. In the event that Affiliate is able to cure such Material Change such that Station is no longer materially less valuable as a network affiliate prior to the intended termination date, the termination notice shall be deemed withdrawn and this Agreement shall not be terminated.

11. Transfer or Assignment.

(a) The rights and obligations of Affiliate and Network under this Agreement shall be binding upon their respective assignees, transferees or successors in interest. This Agreement shall not be assigned or transferred (whether directly or indirectly, or by a transfer of control or otherwise), in whole or in part, by Affiliate without the prior written consent of Network, which consent shall not be unreasonably withheld, conditioned, or delayed, and any permitted assignment shall not relieve Affiliate of its obligations under this Agreement relating to the period prior to such permitted assignment. Any purported assignment by Affiliate without such consent shall be null and void and not enforceable against Network and shall be considered a default by Affiliate under this Agreement.

(b) Except as set forth in Section 11(d), Affiliate shall provide Network with written notice at least sixty (60) days in advance of entering into a binding agreement to transfer all or substantially all of the assets, business, or operations of Affiliate or Station. Network and Affiliate shall discuss in good faith the terms and conditions upon which Network may purchase or otherwise acquire such interests or assets.

(c) Affiliate shall provide Network with written notice at least thirty (30) days in advance of any application that is to be made to the FCC pertaining to an assignment or a transfer of control of Affiliate's license for Station or any interest therein. Any such application shall be consistent with the Option Agreement of even date herewith between the parties ("Option Agreement"). For purposes of this Section 11, a "transfer of control" shall include Affiliate's relinquishment or return of Station's FCC licenses to the government.

(d) Except as to "short form" assignments or transfers of control made pursuant to Section 73.3540(f) of the rules and regulations of the FCC for which notice to Network pursuant to Section 11(b) and Network consent are not required, Network shall have the right to terminate this Agreement, effective upon thirty (30) days' notice to Affiliate, after notification of any such application (or at any time after it becomes aware of the filing of such application) to which Network did not grant consent (as to assignment or transfer of this Agreement) as set forth above, regardless as to whether the proposed assignee or transferee agrees to assume Affiliate's obligations hereunder.

(e) In the event there is an agreement for change in control or sale of Network pursuant

to a merger or other transaction, Affiliate may, in its sole discretion, (i) require the exercise of the Option Agreement by Network, provided, however, that in the event exercise by Network would require the divestiture of a television station owned by Network or an affiliate of Network under the FCC's then-current ownership rules, then Network shall assign the Option Agreement to, and cause it to be exercised by, an assignee or designee qualified to acquire and own the Stations, and in any case the exercise of the Option Agreement (whether by Network or its assignee or designee) shall be consummated concurrently with the consummation of the change in control of Network, or (ii) notwithstanding anything to the contrary in Section 6 of this Agreement, (x) if such change in control occurs during the initial Term, immediately opt to extend the Term for a period of six (6) years following the end of the initial Term, or (y) if the change in control occurs during the Extended Term, immediately opt to extend the Extended Term for a period of three (3) years following the end of the Extended Term.

12. Licenses.

(a) Affiliate shall maintain all such licenses and authorizations as are necessary to Station's operations, including all licenses issued by the FCC and licenses issued by performing rights organizations which are customarily maintained by television broadcasting stations in the normal course of operation and necessary for Station's broadcast of the Network Programming. Affiliate shall comply with all governmental laws, rules, regulations, and policies, including, without limitation, the Communications Act of 1934, as amended (the "Act"), and the rules, regulations and policies of the FCC.

(b) The programming provided by Network will contain music (i) in the public domain, (ii) cleared at the source by Network, or (iii) in the repertory of a performing rights organization from which Network has obtained a through-to-the-viewer license which permits Station to publicly perform the music in the Network Programming without having to obtain its own license or otherwise make any payment.

13. Warranties and Indemnification.

(a) Network Warranties. Network warrants that it has the full right, power, and authority to authorize Station to broadcast the Network Programming to the extent provided herein free and clear of any and all claims, rights, and obligations whatsoever.

(b) Affiliate Warranties and Covenants. Affiliate warrants and covenants that Affiliate (1) holds, and during the Term will hold, all licenses and authorizations issued by the FCC and other governmental licenses and authorizations necessary for the operation of Station and the performance of its obligations hereunder, and (2) owns or leases, and during the Term will continue to own or lease, all other assets necessary for the operation of Station and the conduct of Station's business as currently conducted. Affiliate covenants that Affiliate will operate Station in compliance in all material respects with the rules, regulations and policies of the FCC and the Act, and, in particular, that Affiliate will, unless otherwise required by FCC rules, operate Station at its full licensed power during the Term of this Agreement. Affiliate warrants that (i) it is fully authorized to enter into and fully perform this Agreement, (ii) it has no obligations or commitments as of the Execution Date, except as set forth in this Agreement, that would interfere or conflict with this Agreement, and (iii)

it shall not enter into any such commitments during the Term of this Agreement.

(c) Indemnification.

(i) Network agrees to indemnify and hold harmless Affiliate, its parent and related companies, and their officers, directors, stockholders, agents and employees, from all claims, liabilities, costs (including reasonable attorneys' fees) and expenses resulting from any third party claim arising out of the broadcast of the Network Programming (except with respect to any materials added to, deleted from, or altered after delivery of the Network Programming to Affiliate without Network's consent), including without limitation for copyright infringement, trademark infringement, invasion of the rights of privacy or publicity, or any other similar claim or action.

(ii) Affiliate agrees to indemnify and hold harmless Network, its parent and related companies, and their officers, directors, stockholders, agents and employees, from and against any and all claims, liabilities, costs (including reasonable attorneys' fees) and expenses resulting from any third party claim arising out of (1) any agreements between Affiliate and third parties related to content and programming license or obligations or (2) the failure by Affiliate or any Station to perform any of its covenants or obligations required of it herein or any other similar claim or action, which may arise out of the distribution of the Network Programming, including without limitation such claims, damages, costs and expenses that are based upon or arise from (A) any deletions, additions, or alterations to the Network Programming after delivery to Affiliate without Network's consent; (B) commercials or other insertions made by Affiliate or its employees, officers, or agents; or (C) the breach by Affiliate of any of the warranties contained in subsection (b) of this Section 13.

(iii) The party entitled to indemnification hereunder will promptly notify the other party in writing of any such action and will permit that party to participate in the resolution of the action at its own expense. The settlement of any such claim or action without the prior written consent of the indemnifying party will release the indemnifying party from any obligation with respect to the settled claim or action.

14. Default.

(a) Except as mandated by the FCC or unless previously approved by Network, in the event that Affiliate files an application or takes other action that will result in the modification of Station's facilities or operating parameters, including without limitation channel number, transmitter location, antenna height above average terrain, type of antenna, power, frequency or hours of operation, bandwidth or bitrate of any program or data stream, or knowingly or through gross negligence fails to take action to prevent the same, in a manner that, in the reasonable, good faith belief of Network, will materially impact the operation of Station or the value of Station as an outlet for Network Programming, and if Affiliate has not cured the same to Network's reasonable satisfaction within thirty (30) days after Network provides notice thereof, Network shall have the right to declare Affiliate in default under this Agreement, and, in addition to other rights and remedies available at law or in equity, to terminate this Agreement.

(b) In the event either party has made any material misrepresentation herein or defaults

in its performance of any material obligation hereunder, or is in material breach of any of its representations, warranties, or covenants herein, and if such misrepresentation, default, failure, or breach continues for a period of thirty (30) days after receipt of written notice given by the other party, then the party not in default may terminate this Agreement upon written notice to the defaulting party, and the non-defaulting party will have all remedies in equity or at law, including without limitation specific performance.

(c) In any action to enforce rights or obligations under this Agreement, the prevailing party shall be entitled to attorney's fees and court costs, as awarded by the tribunal.

15. Specific Performance.

The parties recognize that in the event Affiliate should refuse to perform under the provisions of this Agreement, Network would be irreparably damaged, and monetary damages alone will not be adequate to compensate Network. In such event, the parties agree that Network shall be entitled to injunctive or equitable relief, including, without limitation, specific performance of any and all terms of this Agreement. In the event of any action to specifically enforce this Agreement, Affiliate hereby waives the defense that there is an adequate remedy at law and its rights, if any, to a jury trial.

16. Confidentiality.

The terms and conditions of this Agreement, with the exception of the existence of the Agreement, shall be kept confidential by the parties hereto and shall not be disclosed by either party to any third party except as may be required by any court order, or rule, regulation, policy or order of a governmental agency, or rule or requirement of an exchange on which a party's securities are traded, and except to a party's accountants, auditors, agents, legal counsel, and parent companies. In the event this Agreement is required by law to be disclosed, then it shall be redacted to the greatest extent possible before its disclosure, and the party required to disclose shall notify the non-disclosing party as soon as reasonably practicable before making the disclosure.

17. Retransmission Consent; Must Carry.

(a) Station is authorized to grant retransmission consent, pursuant to Section 325 of the Communications Act of 1934, as amended, to cable systems and other MVPDs located within Station's DMA only. Alternatively, Station may elect mandatory carriage (must carry) of Station's primary digital program stream pursuant to Section 614 of the Communications Act of 1934, as amended, and FCC implementing regulations.

(b) Carriage of any portion of Station's signal by MVPDs shall not convey the copyrights in or to (or any other license to) the underlying Network Programming transmitted by Station, and nothing in a retransmission consent agreement shall be construed as conveying any such rights. Affiliate represents and warrants that the MVPD shall bear the sole cost and responsibility for ensuring that its retransmission of all Network Programming included in Station's signal and all elements thereof are appropriately licensed for retransmission on the applicable system, whether under compulsory copyright license pursuant to 17 U.S.C. § 111 or

§ 122, or otherwise.

(c) Affiliate represents and warrants to Network that, to the best of its reasonable knowledge, **Exhibit 8** sets forth a true and accurate list of all cable systems and direct broadcast satellite systems on which any program stream of Station is currently retransmitted. Affiliate shall provide to Network, at times to be specified by Network, reports on the status of carriage of Station by cable systems and/or direct broadcast satellite systems. Affiliate shall maintain carriage on all MVPD systems carrying its signal as of the Execution Date. For clarity, Affiliate is under no obligation to secure any new MVPD carriage of Station's program stream(s).

18. ATSC 3.0.

Upon either party's request, the parties shall discuss in good faith modifying any terms of this Agreement that may be affected or implicated by the broadcast industry's transition to broadcasting pursuant to ATSC 3.0 standards. In the event the parties agree on a plan of transition for Station, Network shall be responsible for all costs related to the broadcast of Network Programming pursuant to ATSC 3.0 standards.

19. Network Services.

Network shall provide those services to Affiliate set forth in **Exhibit 9** hereto.

20. Notices.

Any notice, demand, or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. Mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and shall be addressed as set below (or to such other address as any party may request by written notice):

If to Network: ION Media Networks, Inc.
[*]

with a copy to: The E.W. Scripps Company
312 Walnut Street, 28th Floor
Cincinnati, OH 45202
Attention: William Appleton, EVP and General Counsel

If to Affiliate: [*]

21. Insurance. Affiliate shall, at its sole cost and expense, secure and maintain in force during the Term a liability insurance policy and standard errors and omissions insurance in amounts reasonably acceptable to Network. Network shall be named as an additional insured under each such policy.

22. Miscellaneous.

(a) If one or more provisions of this Agreement or the application thereof to any person or circumstances shall be held to violate any law or regulation, including, without limitation, any rule or policy of the FCC, or shall be held to be invalid or unenforceable to any extent (a "Conflicting Provision"), the Conflicting Provision shall have no further force or effect, but the remainder of this Agreement and the application of the Conflicting Provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that, if any such violation, invalidity, or unenforceability should change the basic economic positions of one or both parties, the parties shall negotiate in good faith to amend, modify, or otherwise reform this Agreement (or portion thereof) to comply with such Law and preserve or restore, as the case may be, the rights and benefits, including economic benefits, contemplated by this Agreement or otherwise provide to the parties hereto rights and benefits substantially similar to those contemplated by this Agreement.

(b) This Agreement and all collateral matters shall be governed and construed under the laws of the State of New York (without regard to the choice of law provisions thereof), subject to applicable provisions of the Act and the rules, regulations and policies of the FCC.

(c) This Agreement, together with the exhibits hereto, which are hereby incorporated herein by reference, constitutes the entire agreement and understanding between the parties with regard to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements and representations between the parties. Notwithstanding the foregoing, the parties acknowledge that they have entered into an Option Agreement. Any amendment, modification or alteration of this Agreement must be in writing and signed by the duly authorized representatives of the parties. No term or condition of this Agreement will be deemed waived, and no breach will be excused, unless such waiver or excuse is in writing and signed by the party against whom such waiver or excuse is claimed. This Agreement is not for the benefit of any third party and shall not be deemed to grant any right or remedy to any third party, whether or not referred to herein.

(d) Network will not be liable for, and Affiliate will pay and hold harmless Network from, any federal, state or local taxes that are imposed on Affiliate based upon revenues derived by Affiliate as the result of this Agreement.

(e) The headings set forth in this Agreement are for convenience only and do not control or affect the meaning or construction of the provisions of this Agreement.

(f) This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by electronic mail in pdf form, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

[*]

ION MEDIA NETWORKS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT 1

Stations

Call Sign	Community of License	DMA	FCC Facility No.	Expiration of FCC License

EXHIBIT 2

Broadcast Schedule

Network provides a 24/7 schedule of Network Programming to stations, including to Station. Network will make available to Affiliate certain times for Affiliate locally-originated, non-infomercial programming that serves the public interest in each program transport stream containing audiovisual programming, as follows:

Affiliate Local Programming Blocks
(Local time)

Monday	4:00 am – 6:00 am
Tuesday	4:00 am – 6:00 am
Wednesday	4:00 am – 6:00 am
Thursday	4:00 am – 6:00 am
Friday	4:00 am – 6:00 am
Saturday	5:00 am – 9:00 am
Sunday	5:00 am – 9:00 am

EXHIBIT 3**Local Availabilities**

Network shall provide to Affiliate Local Availabilities in Network Programming as follows:

Time Period	Availabilities per hour (in minutes)	Total Availabilities per week (in minutes)
Monday-Sunday, 12a-6a	6	252
Monday-Sunday, 6a-5p	4	308
Monday-Sunday, 5p-11p	2	84
Monday-Sunday, 11p-12a	4	28
<i>Total Minutes</i>		<i>672</i>

All times are local.

Affiliate shall be entitled to seventy percent (70%) and Network shall be entitled to thirty percent (30%) of any gross revenues received by Affiliate pursuant to the sale of Local Availabilities in Network Programming.

EXHIBIT 4

Preemption Basket

Not to exceed ten (10) hours per year

Station may preempt Network Programming as follows:

Program Name	Program Length	Expected Air Date	Program Stream Affected

EXHIBIT 5**Satellite Delivery**

Network shall deliver the Network Programming to Affiliate via a satellite, as determined by Network, commonly used for delivery of television programming or by other mutually acceptable means. Network Programming is available as follows:

For Stations in the Eastern and Central Time Zones

Feed Name:	ION East OTA Affiliate HD4
Satellite:	SES-3 at 103.0° W
Transponder #:	17
Frequency:	4040 H, North America C
Video Program ID:	9
Transmission:	DVB-S2 (8PSK)
Video Format:	MPEG-4/HD
Encryption:	BISS

For Stations in the Mountain and Pacific Time Zones

Feed Name:	ION West OTA Affiliate HD4
Satellite:	SES-3 at 103.0° W
Transponder #:	17
Frequency:	4040 H, North America C
Video Program ID:	23
Transmission:	DVB-S2 (8PSK)
Video Format:	MPEG-4/HD
Encryption:	BISS

EXHIBIT 6

Consideration

Provided Affiliate is in compliance with all material terms and conditions of the Agreement, Network shall pay Affiliate a monthly fee (“Fee”) equal to the rate of [*] multiplied by the number of households in the Station’s DMA. The Fee shall be prorated for any partial month during the Term.

On the Commencement Date, Network shall pre-pay to Affiliate the first three months of Fees. For each month thereafter, Network shall pay Affiliate the Fee on the first day of the month for which such Fee is due.

EXHIBIT 7

Marks

EXHIBIT 8

MVPD Carriage

As of the Execution Date, the primary digital channel and multicast channels are retransmitted by MVPDs as follows:

MVPD Name	Election Status	Expiration Date	Program Stream

EXHIBIT 9

Network Services

Network shall provide certain services to Affiliate as set forth in this **Exhibit 9**.

1. Network Services.

Subject in all respects to Affiliate's ultimate supervision and control of Station, Network agrees to provide to Affiliate the following services to support the business and operation of Station in connection with the broadcast of Network Programming commencing on the Commencement Date, provided that such supervision and control shall not be deemed to permit Affiliate to expand in any material respect the obligations of Network or to require Network to incur any material additional obligation or liability hereunder. The arrangements made pursuant to this Agreement shall not be deemed to constitute "joint sales," "program services," "time brokerage," "local marketing," or similar arrangements or a partnership, joint venture, or agency relationship between the parties.

1.1 ***Technical Services; Master Control and Traffic/Continuity; Equipment.*** Network shall monitor, assist, and provide other technical services and equipment as reasonably necessary in connection with Station's broadcast of Network Programming, including the following services:

(a) Network shall make available to Affiliate, on an independent contractor basis, an engineer employed by Network to assist Station in fulfilling any technical obligations necessary for Station to satisfy its obligations under this Agreement as well as those required by FCC rules, including maintenance of facilities and equipment.

(b) Network shall provide master control services with respect to Network Programming and shall, at Affiliate's request, integrate Station's master control of non-Network Programming with that of Network Programming, including, as the case may be, the collection, preparation, and playback of all programming, commercial, and interstitial content for Station, other traffic and continuity support, and Emergency Alert System monitoring.

(c) Network shall make available to Affiliate the use of certain equipment and facilities that may be located within Station's DMA and owned by Network, or an affiliate of Network, sufficient to ensure and enable Affiliate to conduct broadcast operations of Station consistent with, and pursuant to, the FCC rules and the Communications Act.

1.2 ***Website Services.*** Network shall assist in maintaining and operating any website(s) associated with Station, including the current website for Station (and its corresponding domain name). Without limiting the generality of the foregoing, in connection with its technical support of the operation of such website(s), upon the request of Affiliate, Network shall provide reasonably customary enhancements, including applications and widgets, to enhance the user experience and increase the functionality of such Station website.

1.3 ***Station Promotion, Business Strategy.***

(a) At such times and upon Affiliate's request, Network shall provide general advice on the promotion of Station, marketing strategies for Station, and other strategies and measures to promote the efficient growth of Station's business development.

(b) Network shall have no right to sell non-Network advertising availabilities on Station and shall not hold itself out to third parties as a sales agent of Affiliate or of Station, and Affiliate shall retain the authority to set prices for the non-Network advertising sales of Station and to conduct and manage such sales.

1.4 ***Transition Services.*** Network (or a corporate affiliate of Network) shall provide to Affiliate the Transition Services set forth in Schedule A to this Exhibit at cost. The term of each service shall be as described in the "Term" column of such Schedule A.

1.5 ***Consideration.*** As consideration for Network's provision of the services to Affiliate pursuant to this Exhibit, Affiliate shall pay Network [*].

2. Affiliate Control.

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree that during the Term Affiliate shall maintain ultimate control and authority over Station, including, specifically, control and authority over Station's operations, finances, personnel, and programming. Without limiting the generality of the foregoing, nothing contained in this Agreement shall be deemed to limit the ultimate control and authority of Affiliate with respect to the selection, development, and acquisition of any and all programming to be broadcast over Station. Network shall not represent, warrant, or hold itself out as the FCC licensee of Station. Nothing contained herein shall give Network any right to control Affiliate's management, programming, finances, editorial policies, or personnel.

3. Affiliate Responsibilities.

Affiliate, at its expense, shall be responsible for and perform the following obligations with respect to the business and operations of Station during the Term, in accordance with and subject to the following provisions:

3.1 ***Station Operations; Compliance.*** Affiliate shall be responsible for, and, with the assistance of Network where requested, shall comply in all material respects with all applicable provisions of the Communications Act, the FCC rules and all other applicable laws and regulations with respect to the operation of Station, including, without limitation, ensuring that (a) Station operates in compliance with the FCC's technical requirements and the terms of its FCC license, (b) Station shall be responsible for determining issues of importance to viewers to be addressed in Station's issue responsive programming and for coordinating with Network to ensure that Network Programming is broadcast that addresses such issues, and (c) such records and information as required by the FCC's rules are placed in the online public inspection files of Station pertaining to the sale of political programming and advertisements, in accordance with the provisions of

Sections 73.1940 and 73.3526 of the FCC's rules, and to the sale of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules. Affiliate shall file in a timely and complete manner all reports and applications required to be filed with the FCC or any other governmental body.

3.2 **Employees.** Affiliate shall comply in all material respects with applicable federal, state, and local laws relating to the employment of Station's employees, including, without limitation, those relating to the payment of wages, withholding of taxes, workers' compensation insurance, labor and employment relations, and discrimination.

3.3 **Facilities.** Affiliate shall be responsible for maintaining Station's facilities and Station's operations from those facilities, including its transmission facilities.

3.4 **Operating Costs.** Affiliate shall be responsible for payment of and shall pay all operating costs of Station (excluding those costs to be borne by Network hereunder), including rent or mortgage payments for office and/or studio space, equipment maintenance, utilities, salaries of Station personnel, and taxes.

3.5 **Music Rights Payments.** Affiliate shall pay when due all music rights payments (including, without limitation, music performance rights, synchronization rights, and master use rights), if any, in connection with the broadcast and/or transmission of all Local Programming and Local Availabilities on Station.

3.6 **Certain Programming Costs.** Affiliate shall be solely responsible for all costs and expenditures associated with the procuring of non-Network programming to be aired on Station.

3.7 **Preservation of FCC Licenses and Agreement.** Affiliate shall not take any action or unreasonably omit to take any action that would be reasonably likely to result in a (i) revocation, non-renewal, or material impairment of Station's FCC licenses or (ii) material breach or default under the terms of the Agreement or any of the other agreements to which Affiliate is a party on and as of the Commencement Date.

4. Certain Services Not to Be Shared.

4.1 **No Shared Affiliate Personnel.** Affiliate shall maintain for Station sufficient personnel to maintain Station operations and to comply with its obligations as a broadcast licensee under the FCC Rules. Such personnel shall (a) be retained by, and report solely to, Affiliate, and (b) have no involvement or responsibility with respect to the business and operation of the Network.

4.2 **No Joint Advertising Sales.** Subject to Affiliate's ultimate control, authority, and power with respect to advertising sales on Station, Station shall sell one hundred percent (100%) of the advertising for non-Network Programming and Network shall sell one hundred percent (100%) of the advertising for Network Programming. Affiliate and Network shall maintain separate managerial and other personnel to carry out its advertising sales for its own respective

businesses.

4.3 ***No Local Shared Services.*** In the event Network, or an affiliate of Network, owns a television station in the same DMA as Station (an “O&O Station”), such O&O Station shall have no role in procuring programming on Station, either Network Programming or non-Network Programming, and no role in the sale of commercial advertising on Station, either within Network Programming or non-Network Programming. In addition, Network shall not share any personnel of the O&O Station with Affiliate, and Network shall have no role in supplying non-Network programming.

SCHEDULE A

TRANSITION SERVICES

Process Area of Transition Service	Scope/Description of Transition Services	Term	Monthly Fee
Information Technology: Maintenance and Support	<p>Provide technology services and support, such as service desk support, computer and storage platform, networking, security management, enterprise client support, data and integration services delivery and operations and productivity and collaboration tools to continue normal business such as:</p> <ul style="list-style-type: none"> • Telephony service and support • Desktop / hardware support • Storage capacity • Network support • Infrastructure • Internet Circuit Pass-through Cost • Application Support • Email / Collaboration solution support • Cyber security support 	6 months after the Commencement Date; Affiliate able to terminate upon 60 days' written notice	At Cost
Accounting Operations: Maintenance and Support	Reconciliation of payables; assistance in decoupling contracts from Network to Affiliate; assistance in renewing leases	3-4 months after the Commencement Date	At Cost
Engineering: Maintenance and Support	Provide engineering technical support and services for Station; oversee, maintain and repair Station's equipment including transmitters necessary to ensure that all technical and operational requirements of the Station is met at a standard consistent with Network's past experiences to ensure 24/7 broadcasting in HD; monitor technical quality of Station's on air signal; coordinate with local vendors for additional maintenance services whenever appropriate, such as electrical or HVAC. These engineering services shall be provided by the current Network employees in each market.	6 months after the Commencement Date; additional 6 month extension at Affiliate's election	At Cost