

## ARCHIVES DONATION AGREEMENT

This Agreement is entered into as of the last date set forth on the signature pages below (“Effective Date”), by and between **Scripps Media, Inc.**, a Delaware corporation and successor by merger to Denver Publishing Company, a Colorado corporation (“**Scripps**”), with offices located at 312 Walnut Street, Suite 2800, Cincinnati, OH 45202, and the **City and County of Denver**, a Colorado municipal corporation (the “**City**”), on behalf of Denver Public Library (“**Library**”), with the City’s offices located at 1437 Bannock Street, Room 350, Denver, Colorado 80202, and the Library’s offices located at 10 West Fourteenth Avenue Parkway, Denver, Colorado 80204 (Scripps and the City being jointly referred to as the “Parties” or individually as a “Party”).

WHEREAS, in 2009, Scripps ceased publication of the *Rocky Mountain News* (“**RMN**”) and terminated the Joint Operating Agreement pursuant to which certain business operations of the *Rocky Mountain News* and *The Denver Post* had been conducted since 2001;

WHEREAS, under prior arrangements, certain RMN photographs, news articles and various other items were donated to the Library;

WHEREAS, RMN desires to donate to the Library the RMN Physical Assets and the RMN Archives (as both are defined herein); and

WHEREAS, the Library wishes to take title to and possession of the RMN Physical Assets and the RMN Archives, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, it is hereby agreed by Scripps and the City as follows:

### 1. DEFINITIONS.

- 1.1 “**Archive Photos**” means the uninventoried photographs and film media (prints, negatives or slides) of RMN previously donated to the Library, currently housed in the Western History and Genealogy Department of the Library and generally identified in **Exhibit A** attached hereto and incorporated herein by reference.
- 1.2 “**RMN Physical Assets**” means the books and other items identified in **Exhibit B** attached hereto and incorporated herein by reference.
- 1.3 “**RMN Archives**” means the Archive Photos and the news archives of the *Rocky Mountain News*, as generally identified in **Exhibit C** attached hereto and incorporated herein by reference.

## 2. TRANSFER OF RMN PHYSICAL ASSETS.

- 2.1 Transfer. Scripps hereby transfers and assigns to the Library all of its right, title and interest in and to the RMN Physical Assets, effective as of the date of this Agreement, and also hereby ratifies previous donations to the Library.
- 2.2 Attribution. Each of the assets that is a part of the RMN Physical Assets shall be identified hereafter by an attribution to the following effect: *Donated to the Denver Public Library by The Rocky Mountain News*.
- 2.3 Delivery. The Library acknowledges that it has possession of the RMN Physical Assets.

## 3. TRANSFER AND ASSIGNMENT OF RMN ARCHIVES; LIMITATIONS AND RESTRICTIONS.

- 3.1 Transfer and Assignment. Subject to the limitations and restrictions in Section 3.2 hereof, Scripps hereby transfers and assigns to the Library all of its right, title, and interest in and to the RMN Archives including all physical embodiments thereof and any and all of RMN's copyrights in the same throughout the world (including any renewals and extensions thereof) in existence prior to the Effective Date.
- 3.2 Limitations and Restrictions
- 3.2.1 For any use of any item of the RMN Archives, the item shall be attributed as follows: *Donated to the Denver Public Library by the Rocky Mountain News, name of author or photographer if known*.
- 3.2.2 The Assignment in Section 3.1 above is subject to the preexisting nonexclusive legal rights and licenses possessed by third parties under the agreements listed on **Exhibit D**, and to the nonexclusive legal rights of certain former employees of Denver Publishing Company to republish works included in the RMN Archives and of which they are the authors. The agreements listed in **Exhibit D** shall not be renewed, extended, amended or replaced as to any matters relating to the RMN Archives without the express written authorization of the City and the Library. **Exhibit E** lists agreements relating to *The Rocky Mountain News* that (i) were terminated prior to the Effective Date or (ii) amended prior thereto to provide that the counterparty thereto releases all rights with respect to *The Rocky Mountain News* content on the Effective Date. *The Rocky Mountain News* archive has been removed from the Lexis/Nexis service.

3.2.3 Neither the City nor the Library shall license any RMN Archives to any person or entity for any purpose other than for the display, reproduction, transmission, publication or distribution in any print or electronic edition of a daily or weekly newspaper, magazine, book or similar literary, academic, information, or other medium, including the internet or similar access sources, or for broadcasting or video use through television, film or similar medium (all whether now in existence or hereafter created).

3.2.4 Neither the City nor the Library shall transfer title to any RMN Archives to any person or to any entity other than an instrumentality that is capable of preserving the RMN Archives as contemplated by this Agreement and that agrees to be bound by this Agreement.

3.2.5 The limitations and restrictions on the Library and the City of Sub-Sections 3.2.3 and 3.2.4 shall expire twenty (20) years from the Effective Date of this Agreement.

4. **FURTHER DOCUMENTATION.** Scripps shall execute, acknowledge and deliver at the appropriate time to the Library, or shall cause the execution, acknowledgement and delivery to the Library, of such further documents and instruments as the Library shall deem reasonably necessary to effect the intent and purpose of this Agreement.

5. **ARCHIVES; PUBLIC ACCESS AND USE; LICENSING; and CHARGES.** The Library shall care for and make available to the public and others the RMN Archives in a manner and at a time which will, in the sole judgment of the Library, best provide for physical preservation of and make public access to the RMN Archives financially feasible, including establishing policies and standards for public access and use and for licensing the use of the RMN Archives in accordance with this Agreement. The level of care shall be substantially the same as it has been previously with respect to the Archive Photos in the Library's possession prior to the Effective Date; Scripps acknowledges such level of care is acceptable. Within a reasonable time as solely determined by the Library, the Library shall provide the public at large and others with access to the RMN Archives for reading and viewing and for the research and publication of articles, treatises, text books and historical or literary works drawing on the RMN Archives as source material. The Library shall have the right to remove from the RMN Archives any items or materials for any reason, including if the Library believes that any item or material, based on documented claims of third parties, belongs to said third parties or for which third parties can show a valid copyright. The City and the Library shall have no obligation to pursue or defend a judicial action with respect to adverse claims of ownership or copyright and may settle or resolve any judicial action on terms the City and the Library find acceptable. The Library may assess reasonable charges, as determined by the Library, for licensing of or access to and use of the RMN Archives, and for production of electronic images,

prints, digital, or other formats, all in order to defray the cost and overhead incurred in providing archival services hereunder.

6. **REPRESENTATION/WARRANTY.** Scripps represents and warrants that it has the right to transfer title to the RMN Archives and Physical Assets as herein provided and that the City's or Library's exercise of rights conveyed hereunder will not violate any rights of any other party.
7. **LIMITATION OF LIABILITY.** Except as hereinafter described, in no event shall Scripps be liable to the Library or the City, and in no event shall the City or the Library be liable to Scripps, for more than \$5,000 based on any cause of action of any kind with respect to this agreement. However, Scripps shall completely indemnify the Library or the City and hold it harmless from and against any and all claims, actions or proceedings, including the cost of defense, based on any claim that the Library's or City's exercise of its rights hereunder violates any rights of any claimant. The Library or City shall promptly notify Scripps of any such claim, action or proceeding and Scripps shall have the right to defend the same through counsel of its own selection.
8. **GENERAL PROVISIONS.**
  - 8.1 **Independent Contractors.** The Parties to this Agreement are independent parties and nothing herein shall be construed as creating an agency, joint venture or partnership relationship between the Parties. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability on behalf of, or to otherwise bind, the other Party.
  - 8.2 **Charitable Contribution.** The Parties intend for the transfer and assignment of the RMN Physical Assets and the RMN Archives to the Library to be treated as a charitable contribution by Scripps to the Library for federal income tax purposes. This Agreement will serve as a contemporaneous written acknowledgement of Scripps' contribution, as required by Internal Revenue Code Section 170 and the regulations promulgated thereunder. The City and the Library acknowledge that neither of them has provided any goods or services to Scripps in consideration for the property assigned or to be assigned to the Library pursuant to this Agreement. The City and the Library agree to provide to Scripps, at Scripps' request, any information or certifications that may assist Scripps in completing and filing IRS Form 8283 (or its successor), or in otherwise substantiating Scripps' contribution to the Library. The City and the Library further agree to allow Scripps to obtain, at Scripps' request and expense, a "qualified appraisal" of the RMN Archives, as that term is defined in Treas. Reg. 1.170A-13(c)(3). Otherwise, the City and Library have no obligation with respect to a determination of value for the RMN Archives.

8.3 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Scripps and the City and the Library and their respective successors and assigns, provided, however, that no party may assign this Agreement or any of its contractual rights herein in whole or in part without the prior written consent of the other party and any such attempted assignment in violation of this paragraph is void. Permission for assignment shall not be unreasonably withheld.

8.4 Notices. All notices under this Agreement must be in writing and given to the other Party at the addresses set forth below (i) through personal service, or (ii) via certified or registered mail postage prepaid and return receipt requested. Such notice shall be deemed to have been given upon the date of personal service or upon the date of being post-marked by the U.S. Post Office, as applicable. Addresses to which such notice shall be sent are as follows:

If to Scripps: Scripps Media, Inc.  
312 Walnut Street, Suite 2800  
Cincinnati, OH 45202  
Attn: William Appleton  
Senior Vice President and General Counsel

If to the Library: Denver Public Library  
Western History & Genealogy Department  
10 West Fourteenth Avenue Parkway  
Denver, Colorado 80204-2713  
Attn: Director

Denver City Attorney's Office  
1437 Bannock Street, Room 353  
Denver, Colorado 80202  
Attn: City Attorney

Notice addresses above may be changed by providing prior written notice.

8.5 No Waiver. Failure of either Party to exercise its rights under this Agreement shall not be construed as a waiver of that Party's rights, including without limitation the right to seek remedies arising from past, present or future breach by the other Party.

8.6 Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City and County of Denver may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the City by law.

- 8.7 Appropriation. Any obligations of the City and County of Denver under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.
- 8.8 Conflict of Interest by City Officers. Scripps represents that to the best of its information and belief no officer or employee of the City and County of Denver is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.
- 8.9 No Personal Liability. No elected official, director, officer, agent, or employee of the City and County of Denver shall be charged personally or held contractually liable by or to Scripps under any term or provision of this Agreement or because of any breach or violation thereof or because of its or their execution, approval, or attempted execution of this Agreement.
- 8.10 No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Scripps and the City; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such agreements. It is the express intention of Scripps and the City that any person or entity other than Scripps and the City receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 8.11 Claims. In the event that any claim, demand, suit, or action is made or brought in writing by any third person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party.
- 8.12 Authority. Each Party represents and warrants that it has taken all actions that are necessary or that are required by applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The person(s) executing this Agreement on behalf of each Party represents that he/she/they have full authorization to execute this Agreement.
- 8.13 Execution. This Agreement shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.
- 8.14 Severability. If any one or more of the provisions contained in this Agreement will be invalid, illegal or unenforceable in any respect under

any applicable statute or rule of law, then such provisions will be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement will continue in full force and effect unless the severance of the portion held unenforceable would frustrate the purposes of this Agreement. The Parties hereto agree to replace an invalid, illegal or unenforceable provision with a new provision that provides the most nearly similar permissible effect as the invalid, illegal or unenforceable provision.

- 8.15 **Governing Law.** This Agreement shall be construed and governed in accordance with the substantive laws of the State of Colorado, and any claim related to this Agreement shall be brought in a competent court in Denver, Colorado. Each Party hereby waives any defense that it is not subject to the jurisdiction of such courts, that any such action is brought in an inconvenient forum, or that venue of the action is improper.
- 8.16 **Entire Agreement.** This Agreement (including any Exhibits hereto) constitutes the complete and exclusive statement of the agreement between Scripps and the City as to the subject matter hereof, and this Agreement supersedes and renders void and inoperable all prior or contemporaneous proposals, agreements or other communications, written or oral, between the Parties regarding such subject matter.
- 8.17 **Modification.** Except as may otherwise be permitted herein, this Agreement may only be modified by an agreement, in writing, signed by each of the Parties.
- 8.18 **Headings.** Section and paragraph headings are provided for convenience only and will not affect the construction or interpretation of this Agreement.

**Signature pages to follow.**

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_





Contract Control Number: BOOKS-201309437-00

Contractor Name: Scripps Media, Inc.

By: William Appleton

Name: WILLIAM APPLETON  
(please print)

Title: SENIOR VICE PRESIDENT + GENERAL COUNSEL  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## **Exhibit A**

### **General Identification of Archive Photos**

A collection of negatives and film strips, uncounted and not inventoried, from the 1940's, 1950's, 1960's, and 1980's, with a few negatives from 1972. The Library cannot and does not affirm that these period collections of negatives and film strips are complete for the specified time periods.

## **Exhibit B**

### **RMN Physical Assets**

#### **Fixtures and Furniture**

Shelving and Microfilm cabinets

#### **Books**

Professional library materials that remain after the Colorado Historical Society selected titles for its collection

#### **Documents**

Correspondence, memos, news budgets and marketing reports that document the history of the *Rocky Mountain News*

## Exhibit C

### RMN Archives

#### Archives

Newspaper clippings files

Index to the newspaper clippings files

Files containing photographic prints and negatives

Photographic files (including digitized files)

Microfilm reels of the *Rocky Mountain News* from c 1947 through February 2009

Electronic text of *Rocky Mountain News*

Pdfs of published pages of the *Rocky Mountain News*

Cached copy of rockymountainnews.com

## Exhibit D

### Existing Non-Exclusive Licenses

Materials Release between Zodiak USA, Inc. and The E.W. Scripps Company dated November 11, 2009, granting permission to use a photograph of Ted Haggard taken by Matt McClain, *Rocky Mountain News* staff, in the television series "Celebrity Wife Swap".

License Agreement between Scripps Media, Inc. and Pearson Custom Publishing dated December 2, 2011, granting permission to use an editorial cartoon entitled, "Before Interactive TV" by Ed Stein, *Rocky Mountain News* staff, for an e-book reader.

Media Content License between Todd Cassetty and Scripps Media, Inc. dated January 11, 2012, granting permission to use the following video, articles and photographs in a documentary about the 2008 Democratic National Convention:

#### 2008 Video snippets

- helicopter with crane & with capitol dome
- Howard Dean opens convention with gavel
- Cops walking down Bannock
- Time lapse Invesco filling up with people
- Obama's speech from Invesco- "...with profound gratitude..."
- Obama's speech from Invesco- "...I accept your nomination..."/ Biden clapping
- Invesco crowd shot
- Delegates holding hands; cheering
- Obama's speech from Invesco- "...United States of America..."
- Delegates unloading off bus
- loading onto helicopter
- people watching Glenn during training
- people watching Glenn during training
- Rally crowd shot
- Rally crowd shot
- Glenn on megaphone before the march
- wide start of march
- wide march from behind
- Behind the trust Jesus megaphone guy
- cop addressing Carlo at banner
- cop tackling Carlo
- more cops tackling Carlo
- even more cops on Carlo
- Carlo being picked up and moved
- Carlo being manhandled along path/Carlo speaking out to watchers
- cop on horse spinning
- Carlo speaking out to watchers again
- cops deciding where to send Carlo
- cops load Carlo onto golf cart
- cops telling people to move back
- cops standing in formation
- Alicia knocked down
- Alicia laying on ground

- Alicia pulled away by cop
- Alicia in custody
- shot of Denver Coliseum sign
- people walking up to Denver Coliseum
- police standing by awaiting march
- more police standing by awaiting march
- cops standing on side of road across street
- soldiers in formation
- front of veterans marching
- cop telling veteran he's not going any further
- soldier holds up flag in victory
- people in line for Invesco
- delegates on corner
- delegates in line
- delegates in line wide
- delegates in line
- delegates in line
- Obama doll with delegates
- Invesco field wide shot
- delegates in line
- Obama at podium
- inside Invesco wide
- Obama at podium
- celebrating delegates
- high view of soldiers in formation
- fireworks
- Obama's speech from Invesco- "...God Bless..."
- time lapse of Invesco stage setup
- Hillary Clinton meeting people in the street- part 1
- Hillary Clinton meeting people in the street- part 2
- Obama sign inside Pepsi Center
- Glenn & Larry leaving for anti-war march with flag
- Banner marches over camera
- cops outside of Federal Courthouse
- cops outside of Federal Courthouse
- cops outside of Federal Courthouse
- Obama's speech from Invesco- "...this election..."
- Obama's speech from Invesco- "...it's about you..."
- Obama's speech from Invesco- "...we cannot walk alone..."
- Obama's speech from Invesco- "...we cannot turn back..."
- Obama's speech from Invesco- "...we must pledge once more..."

#### Internet Headlines

- Going near Pepsi Center? Security may close area 6/5/08
- Obama's nomination speech moves to Invesco 7/7/08
- Protest groups and officials face legal test on free speech 7/25/08
- Secret Service, Denver sued over convention plans 7/25/08
- Protesters say they have a right to be seen at DNC 7/31/08
- Protesters will 'push the limits,' organizer says 8/7/08
- Denver police forces doubled for convention 8/22/08

- Prepared' Secret Service, police have new equipment if needed 8/23/08
- Security tight on convention's first day 8/25/08
- Police saturate streets to quell trouble early on 8/26/08
- Anarchists plan to disrupt delegates at Pepsi Center 8/28/08
- Secret Service, Denver sued over convention plans 5/2/08
- Protesters' proximity upsets national media 6/26/08
- Protest groups and official face legal test on free speech 8/25/08
- Protesters say they have a right to be seen at DNC 7/31/08
- With DNC in mind, city bans carrying urine, feces 8/4/08
- Protesters will push the limits, organizer says 8/7/08
- Hard number not part of protest 8/23/08
- Prepared Secret Service, police have new equipment if needed 8/23/08
- Protesters relatively mild as DNC prepares to begin 8/23/08
- Protesters busy early but quiet down 8/5/08
- Water torture act creates a stir at protest 8/25/08
- Police use pepper spray on 15th St. Protesters 8/25/08
- Johnson: Police presence massive, overwhelming 8/22/08
- Protest on mild side 8/26/08
- City image safe with heavy police presence 8/27/08
- 3000 march in largest demonstration of DNC 8/27/08
- Vet leaves message for Obama aide 8/27/08
- Ex-soldiers plan march, arrests 8/27/08
- Feces fears unfounded 8/28/08
- Protesters: Police pepper spray 'peaceful' gathering 8/25/08
- DPD names 106 arrested Monday night 8/26/08

#### Newspaper Headlines

- Dissent in Denver 8/17/08
- How vocal will Demonstrators be? 8/23/08
- Denver ready for the DNC Stage 8/25/08
- Setting the stage: Crowds fill streets for big show 8/25/08
- Street troopers (graphic) 8/28/08
- Ruling: Limits don't violate first amendment 8/6/08
- Police will use any needed physical force during the DNC 8/17/08
- Security gets a little carried away 8/22/08
- Police on convention: We're ready 8/23/08
- The guide to Denver and the Democratic National Convention 8/23/08
- Downtown during the DNC/Primary parade routes 8/23/08
- The Thick Blue Line 8/25/08
- Police use pepper balls, spray 8/26/08
- Celebrities and parties/Big Names show up around town 8/27/08
- Celebrities and parties/Stars shine across city 8/28/08
- 3,000 vets, war protesters 8/28/08
- Like 'mint levitation', most protests fall flat 8/29/08
- Federal judge upholds curbs on DNC protest 8/6/08
- Prepared Secret Service, police have new equipment if needed 8/25/08
- Drew's flakes cartoon 8/25/08
- Sound, but no fury 8/25/08
- Police going high tech 8/22/08

## Photos

- 65 photos from photographer Tim Hussin

James Sheeler and Penguin Press/Penguin Group, (USA) Inc. (12/12/07) (photos related to the Final Salute), Agreement with Denver Publishing Company, dba RMN.

Mark Brown (2/26/09) (relates to the Caribou Legend), Agreement with Denver Publishing Company, dba RMN.

Todd Heisler (2/26/09) (relates to the Final Salute), Agreement with Denver Publishing Company, dba RMN.

David Floemberg (3/9/09) (relates to columns published between 5/1/02 – 2/27/08), Agreement with Denver Publishing Company dba RMN.

Education News Colorado (3/16/09) (relates to: CSAP searchable database; remediation rate; DPS database; bond database, school databases), Agreement with Denver Publishing Company dba RMN.

MadIdeas LLC (3/19/09) (relates to: The Rocky at 150 Years), Agreement with Denver Publishing Company dba RMN.

James Sheeler (3/19/09) (relates to certain headlines, text and articles), Agreement with Denver Publishing Company dba RMN.

Adoption Exchange (3/30/09) (relates to “Boundless promise of love), Agreement with Denver Publishing Company dba RMN.

Drew Litton (6/5/09) (relates to work from 1982-2009), Agreement with Denver Publishing Company dba RMN.

Kevin Vaughan (relates to the “Crevasse”).

License Agreement between Scripps Media, Inc. and The Daniels Fund, dated May 16, 2012, granting permission to use articles written by a staff reporter with references to, or subject matter relating to a book on the life of Bill Daniels.

License Agreement between Scripps Media, Inc. and Evadene Stranske, dated June 8, 2012, granting permission to use two articles entitled, “Lakewood youth, 14, maintains faith, courage in the valley of shadow of death” printed January 24, 1971, and “A Lesson in Young Courage” printed in August 1972, and one (1) photograph of Darryl Stranske taken on 1/20/1971 in connection with a book on the life of Darryl Stranske.

License Agreement between Scripps Media, Inc. and Amtrak Government Affairs, dated June 12, 2012, granting permission to use a front page image from March 12, 2004 in a briefing for the public purpose of helping promote and coordinate the national effort to secure public transportation against attack.



License Agreement between Scripps Media, Inc. and Eloy Lopez, dated June 18, 2012, granting permission to use an image from September 18, 2007 in the *Rocky Mountain News* of Brad Roulier and Jonas Temple posing in Club Vinyl in Denver, taken by Ellen Jaskol in a bio on Licensee's "about.me page" and his digital bio which will be made into a .pdf to deliver to potential partners or investors.

Non-Exclusive License Agreement between Scripps Media, Inc. and John Wiley & Sons/Wiley-Blackwell to use portions of the copyrighted materials in text book entitled "From the Old Diplomacy to the New, 1865-1900," by Robert L. Beisner.

Non-Exclusive License Agreement between Scripps Media, Inc. and Cengage Learning to use portions of copyrighted materials in Licensee's text book entitled "Research Methods for Social Work, 8e" by Rubin/Babbie.

Non-Exclusive License Agreement between Pearson Custom Publishing and The E. W. Scripps Company for North American Rights to "UAL Still Aloft One year in Chapter 11," Author: David Kesmodel, © December 6, 2003, Business Section, p. 1C.

Materials Release between Burrud Productions, Inc. and The E. W. Scripps Company to rights to use May 28, 1988 photo by David Cornwell (staff) used with headline "Body found in pieces", and undated photo by Jay Keolzer (staff) used with headline, "Deadly Tale of an Odd Couple."

Materials Release between Burrud Productions, Inc. and The E. W. Scripps Company to rights to use the following written articles: (i) May 28, 1988, "Body found in pieces"; (ii) October 4, 1988, "Accused slayer says goodbye"; (iii) June 10, 1989, "Woman gets life"; and (iv) undated "Woman convicted in dismemberment".

Acquired Footage/Still Photograph License between Gangland Productions, Inc. and The E. W. Scripps Company to use the following still photographs: (i) October 21, 1990, photo by Mark Brown, "Gang violence grows in north, west Denver: Hispanic gangs on increase authorities say"; (ii) October 21, 2004, "Robbery victim's home sprayed with gunshots"; (iii) January 2, 2004 photo by Sarah Huntley and Charlie Brennan, "Denver's first homicide of new year comes early".

Materials Release between Burrud Productions, Inc. and The E. W. Scripps Company to rights to use the following written articles: (i) August 13, 2008, "Mistrial in shooting death, wife faces new jury Nov 3"; and (ii) February 21, 2008, "Woman pleads innocent in husband's death".

Materials Release between Burrud Productions, Inc. and The E. W. Scripps Company to rights to use the following written articles: (i) undated, "Wife pleads not guilty in slaying"; (ii) September 28, 1991, "Diary read during hearing of wife accused in slaying"; and (iii) August, 1991, "Air force officer dead, foul play feared."

Permission to use front page of Final Rocky Mountain News between Pearson Education and The E. W. Scripps Company.

Non-Exclusive Permission request from Peggy Froiz to use Kim Franke-Folstad's March 24, 1999 article "G.I. Joe's Big Biceps are not a big deal".

Non-Exclusive License Agreement between The E. W. Scripps Company and Amanda Ripley to use the December 21, 2008 photo taken by Preston Gannaway, of the wreckage of Continental Flight 1404 at Denver International Airport in the book *The Unthinkable*.

Non-Exclusive License Agreement between The E. W. Scripps Company and Taylor Trade, an imprint of the Rowman & Littlefield Publishing Group, and Silvia Pettem to use: (i) published April 9, 1954 of Jim Andes and Wayne Swanson; and (ii) published April 23, 1954 of Columbia Cemetery for the book "Someone's Daughter: In Search of Justice for Jane Doe."

Permissions request between Scripps Media, Inc. and Bedford/St. Martin's in connection with an excerpt from the *Rocky Mountain News*, November 9, 2005, Final Salute (Page 1, Par 1; last six paragraphs of Part 4).

## **Exhibit E**

### **Licenses and Agreements Terminated Or Amended On Or Before Effective Date of This Agreement**

Factiva (Information Provider Agreement between Scripps Media, Inc. formerly Scripps Howard and Factiva, Inc., dated April 27, 2007 and amended September 1, 2011).

NewsCom (Content Representation Agreement, dated October 14, 2005, by and between Scripps Media, Inc. formerly Scripps Howard News Service and NewsCom LLC, and amended February 2, 2012).

ProQuest (Newspaper Microfilming Agreement between University Microfilms, Inc. and Denver Publishing Company effective June 1, 1994 (with respect to producing and selling the Rocky Mountain News microfilm)) and terminated effective May 31, 2012.

ProQuest (Electronic Distribution Agreement between Scripps Media, Inc. formerly Scripps Howard and ProQuest-CSA LLC, successor to University Microfilms Inc., dated May 18, 1993 and amended September 1, 2011).

ProQuest (Information Provider Agreement between Scripps Media, Inc. formerly Scripps Howard and ProQuest-CSA LLC, formerly DataTimes Corporation, dated December 27, 1994 and amended March 14, 2007 and September 1, 2011).