

**FOX REPRESENTATION & PARTICIPATION AGREEMENT**

This FOX Representation and Participation Agreement (this "Agreement"), effective as of September 27, 2016 (the "Effective Date"), is entered into between **FOX CABLE NETWORK SERVICES, LLC** and **FOX BROADCASTING COMPANY** (together, "Fox"), on the one hand, and **MORRIS NETWORK, INC.**, for itself and on behalf of **MORRIS NETWORK OF MISSISSIPPI, INC** (the "FCC Licensee"), and together with Morris Network, Inc., the "Station Group"), on the other hand.

**BACKGROUND**

**WHEREAS:**

- A. Station Group owns and/or operates the television station(s) affiliated with the Fox broadcast network (the "Fox Network") listed on the attached Exhibit A (each, a "Station", and collectively, the "Stations");
- B. Fox is under common control with, and has the authority to negotiate on behalf of, certain wholly-owned Fox Network-affiliated television stations located in and serving television markets other than the Station(s) (the "Fox O&O Stations");
- C. Fox, Station Group and the FCC Licensee(s) (together, the "Parties") desire that Fox represent and act as exclusive negotiating agent on behalf of the FCC Licensee(s) during the Term (as defined below) for the sole purpose of negotiating any new agreement or arrangement (including without limitation extensions, renewals and/or amendments) (each such new arrangement or agreement, a "Distribution Agreement") by which the FCC Licensee(s) will grant permission for the redistribution of that portion of each Station's broadcast signal constituting the 24/7 video programming stream affiliated with the Fox Network (referred to herein as the "FOX channel") via Internet-based and/or non-facilities-based linear multichannel video programming platforms (each a "Service", and the distributor of such Service, a "Distributor") in Station's market pursuant to the terms of this Agreement; and
- D. Fox and the FCC Licensee(s) wish to grant the requisite rights to each other to participate in each Service on the terms contemplated in this Agreement and the Distribution Agreement(s).

**NOW THEREFORE**, the Parties agree as follows:

1. **EXCLUSIVE AGENT.**

- a. Station Group, on behalf of the FCC Licensee(s), hereby designates and appoints Fox as its exclusive agent, and Fox hereby accepts such appointment, for the limited purpose of representing Station Group and the FCC Licensee(s) in the negotiation of Distribution Agreements with Distributors of any Service for the FOX channel during the Term as contemplated herein. Fox may exercise any of its rights or execute any of its duties as agent under this Agreement by or through any of its affiliates.

- 1 -

All information in this Agreement is CONFIDENTIAL, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

## EXECUTION VERSION

- b. The FCC Licensee(s) expressly authorize Station Group to represent them with respect to the matters contemplated herein, and represent that they maintain ultimate control over their respective Station(s) and retain the right to enter into or reject any Distribution Agreement proposed by Fox pursuant to the terms and conditions set forth in this Agreement.
2. **TERM.** The term of this Agreement shall commence on the Effective Date and expire on the earliest of (i) an Agency Withdrawal (as defined below) (with respect to the pertinent Distributor Service only), and (ii) with respect to each Station, the termination of the Station Affiliation Agreement, as it may be amended, extended, renewed or supplemented from time to time (as so amended, extended, renewed or supplemented, the "Affiliation Agreement") between Fox Broadcasting Company and the FCC Licensee (or its designated affiliate) with respect to such Station (the "Term").
3. **GUIDANCE OF STATION GROUP.** With respect to each Station, Station Group has provided Fox with guidance as to the material terms listed in Exhibit B (the "Specified Terms") that each FCC Licensee seeks to be included in the negotiation of any Distribution Agreement pursuant to this Agreement. Fox shall use commercially reasonable efforts to negotiate the inclusion of the Specified Terms in any Distribution Agreement it negotiates pursuant to this Agreement.
4. **DISTRIBUTION AGREEMENT APPROVAL; REJECTION.**
  - a. During the Term, Fox shall identify the key terms and conditions proposed by Fox or the Distributor with respect to the negotiation of any Distribution Agreement (the "Key Terms") using Fox's good faith judgment and shall use reasonable efforts to keep the Designee (as defined herein) reasonably informed as to such Key Terms as they are proposed. "Designee" shall mean Bobby Berry, or any other representative of the FCC Licensee(s) as designated by the then-current Designee in writing (or email).
  - b. Upon the full and complete negotiation of any Distribution Agreement by Fox with any Distributor, Fox shall provide such Distribution Agreement to the Designee for approval (each such Distribution Agreement, which may constitute one or more documents as negotiated by Fox, a "Presented Agreement"). The Designee shall approve or reject each such Presented Agreement as promptly as possible but in no event later than 48 hours after receipt (exclusive of weekends and holidays). The Parties acknowledge that time is of the essence with respect to the review and approval of any Presented Agreement, and Station Group shall ensure that appropriate authorized personnel are available to review each Presented Agreement promptly. Each FCC Licensee agrees and confirms that the Station Group and/or the Designee shall be fully authorized to reject or approve a Presented Agreement on its behalf as contemplated in this Agreement.
  - c. If a Presented Agreement is approved, Station Group and the FCC Licensee(s) shall execute and deliver to Fox such Distribution Agreement (upon execution, an "Approved Agreement") within the 48-hour time period required by Section 4(b) hereof.

- 2 -

All information in this Agreement is CONFIDENTIAL, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

## EXECUTION VERSION

- d. If a Presented Agreement is rejected, Station Group shall notify Fox of its decision and its reason(s) for rejection (upon such notice, a "Rejected Agreement") within the 48-hour time period required by Section 4(b); provided, however, that (i) the reason(s) for rejection may not include, or in any way be based upon, the inclusion of a Specified Term in the Presented Agreement; and (ii) if and to the extent that the Designee approved (by email or in writing) at any time any Key Term, the reason(s) for rejection may not include, or in any way be based upon, the inclusion of such Key Term(s) in the Presented Agreement. If any such Presented Agreement does not include the Specified Terms, and Fox has informed Station Group that the Presented Agreement represents the last, best and final offer from such Distributor regarding a Service, then Station Group may elect to terminate Fox's exclusive agency with respect to the negotiation of such Service, in which case this Agreement shall terminate with respect to such Service offered by the Distributor only (an "Agency Withdrawal"). If Station Group fails to provide notice to Fox of an Agency Withdrawal in the manner specified in this Section 4(d), then Fox shall continue as exclusive agent for Station Group pursuant to this Agreement.
- e. Station Group and the FCC Licensee(s) hereby covenant during the Term not to directly negotiate any Distribution Agreement with respect to the Stations for the redistribution of the Station's Fox Channel via Internet-based and/or non-facilities-based linear multichannel video programming platforms, or take any other action that is intended to circumvent the intent of this Agreement (including without limitation the obligations set forth in Section 4 hereof).
- f. Notwithstanding any other provision in the Affiliation Agreement to the contrary, if a Presented Agreement that contains all of the Specified Terms is rejected, the Parties agree that Fox shall have the right to distribute that portion of the Stations' FOX channel containing the FOX programming (the "FOX Programming") to such Distributor for inclusion in the Service without cash compensation to Station(s) or its or their affiliates.

## 5. PARTICIPATION

- a. License Grant. Notwithstanding anything to the contrary contained in the Affiliation Agreement, Fox hereby grants to each Station the non-transferable right and license to distribute, as a simulcast of the live linear feed of its over-the-air broadcast, and solely within its DMA (as defined in the Affiliation Agreement), the FOX Programming within the Station's FOX channel programming feed (the "Station Feed") that the Station delivers as part of its participation in the Service(s) in accordance with the terms and conditions set forth herein and in the applicable Distribution Agreement(s). For the avoidance of doubt, the rights granted herein are granted solely to enable the Station(s) to participate in the Service(s) during the Term, and for no other purpose whatsoever.
- b. Retransmission Consent. If during the Term, the Federal Communications Commission ("FCC") requires a Distributor to obtain the retransmission consent of FCC Licensee(s) in order to carry the Station Feed, both parties agree that the Distribution Agreement will be deemed to be a grant of retransmission consent in exchange for the terms, conditions and provisions

- 3 -

All information in this Agreement is CONFIDENTIAL, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

already included in such Distribution Agreement for the remainder of its term, and Station has complied with any required retransmission consent election procedures. In such event, for the avoidance of doubt, each FCC Licensee hereby agrees that it shall take all steps necessary, pursuant to then-applicable FCC rules and regulations, to elect retransmission consent with respect to the Distributor(s). Such grant of retransmission consent, if and when applicable, does not change any other rights or obligations pursuant to this Agreement or the Affiliation Agreement.

- c. Monthly Fees. Fox agrees, in exchange for the rights and obligations set forth herein, and in addition to and in exchange for the consideration provided by the FCC Licensee(s) pursuant to the Distribution Agreement(s), including the distribution of FOX Programming via the Service(s) in the DMA, to remit a monthly license fee (the "Fee") to the FCC Licensee(s) with respect to each Station Feed distributed on each Service from time to time during the term of the applicable Distribution Agreement(s). The Fee will equal an amount equal to the number of subscribers to the Station Feed(s) for the applicable calendar month, as reported to Fox by Distributor, multiplied by the applicable base rate for each Distributor, which shall be the amount set forth on Exhibit C, or such other amount that may be mutually agreed by Fox and Station Group and set forth in an Addendum to this Agreement from time to time. The Fee shall be due and payable to the FCC Licensee(s) for each Station Feed within 45 days following receipt by Fox from Distributor of the Station Feed subscriber numbers for the applicable calendar month and shall be pro-rated for any partial month, as applicable. Each Fee payment will be accompanied by a statement in a form to be reasonably designated by Fox, which shall include the monthly Station Feed subscriber numbers, as reported to Fox by the Distributor (the "Statement"). Each FCC Licensee agrees that the subscriber numbers, as reported in the Statement, shall be used for determining the number of subscribers for purposes of calculating the Fee, subject to Section 5(d). Further, in consideration of the services performed hereunder by Fox, Fox shall retain compensation from Distributor in an amount to be negotiated by Fox, which may take any form negotiated by Fox and Distributor in their sole discretion, including a payment per subscriber for the duration of the Approved Agreement (the "Agency Fee"). For avoidance of doubt, the term "subscriber" as used in this Section 5 and Exhibit C shall refer to each subscriber on which the Distributor of a Service is required to pay a fee under the relevant Distribution Agreement. Fox agrees that the Agency Fee shall constitute full compensation to Fox for its services rendered pursuant to this Agreement.
- d. Audit Rights. In the event that Fox elects to conduct an audit of a Distributor's books and records (an "Audit"), it shall provide Station Group with the Audit results pertaining to the Service(s) as promptly as practicable following conclusion of the Audit. In addition, in the event that Fox has not conducted an Audit during the prior 12-month period, Station Group shall have the right to request Fox to conduct an Audit, which Audit will be conducted by Fox as part of its routine audit schedule but in no event later than 12 months following such request. If the Audit reveals a discrepancy in the subscriber numbers that resulted in an underpayment pertaining to the Service(s) of 5% or greater, Fox agrees to promptly remit to

All information in this Agreement is CONFIDENTIAL, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

Station Group such underpayment amount recovered from Distributor; if the Audit reveals a discrepancy in the subscriber numbers that resulted in an overpayment pertaining to the Service(s) of ■ or greater, if Fox is required to remit such overpayment to Distributor, Station Group agrees to promptly remit to Fox such overpayment amount. All Audits shall be undertaken by a designated independent third-party auditor that is a nationally recognized auditing firm. Any such Audit will be limited to the then-current calendar year and the immediately preceding calendar year, and no calendar year or time period may be audited twice. No Party may commence any action to offset or recover any overpayment or underpayment of fees under this Agreement with respect to any time period that has been the subject of a completed Audit conducted in accordance with this Section 5(d), provided that such limitation shall be of no effect and shall not apply with respect to any claim that is based on fee payments or reports that were misleading or inaccurate. Notwithstanding the foregoing, Fox shall have no obligation to conduct an Audit unless and until the aggregate number of Service subscribers in the DMA(s) exceeds 100,000 during each month for the six months preceding such Audit request. The foregoing provisions will apply to the extent permissible under Fox's Distribution Agreement with such Distributor and to the extent not in conflict with Fox's rights or obligations under that agreement; provided, however, that Fox will use commercially reasonable efforts to acquire the rights needed to comply with the provisions in this Section 5(d). This Section 5(d) will survive for 12 months after termination or expiration of the applicable Distribution Agreement.

- e. Station Feed Delivery. FCC Licensee(s) shall deliver the Station Feed to the Distributor or to Fox, at Fox's election and cost, via a delivery method to be designated by Fox, which may for the avoidance of doubt, include delivery via a third-party technical vendor. Station(s) shall be responsible for dedicating the necessary bandwidth (no less than 20 megabits per second for all distributors) and rack space for equipment on-site to facilitate delivery of the Station Feed.
- f. TVE Distribution Rights. Fox and the FCC Licensee(s) agree that during the term of any applicable Distribution Agreement, the Distributor will be deemed an Authorized MVPD under Section 6 (or the equivalent section regarding Fox's TVE Distribution Rights) of the Affiliation Agreement for the purpose of authenticating at Fox's TVE platforms (e.g., FOX NOW and Fox Sports GO).
- g. Reservation of Rights. Other than those rights set forth in the Affiliation Agreement, the Parties agree that no Station shall have the right to exhibit, distribute, store or authorize distribution, reception or use of the FOX Programming contained within the Station Feed by any means other than as specifically described herein and in the Distribution Agreement(s). Fox reserves, and may exercise as it chooses, all rights to the FOX Programming not expressly granted to the FCC Licensee(s) and/or Station(s) under this Agreement or the Affiliation Agreement.

All information in this Agreement is CONFIDENTIAL, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

- h. Fox Rights Upon Termination. In the event that a Distribution Agreement is terminated prior to the end of its term with respect to one or more Stations, any corresponding obligations under this Agreement with respect to such Distribution Agreement shall terminate, provided that (i) any payment obligations validly incurred during the term of such Distribution Agreement and (ii) the provisions set forth in Section 13(b) shall survive. In the event that a Distribution Agreement and/or this Agreement is terminated prior to the end of the applicable term with respect to one or more Services due to a breach by Station Group or the Station(s), or if Station(s) completely discontinue the delivery of a Service, or all Fox Programming as part of a Service, notwithstanding anything to the contrary contained in the Affiliation Agreement, Fox shall have the right to distribute the FOX Programming within such Station(s)' applicable DMA(s) for the remainder of the Term to such Distributor for inclusion in the Service without cash compensation to Station(s) or its or their affiliates. In such event, such distribution right shall be deemed effective automatically, without any further action by the Parties, as of the effective date of such termination.

6. **REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.**

- a. By Fox. Fox hereby represents and warrants that (i) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; and (ii) it is in compliance with all applicable laws and regulations relating to its obligations hereunder, with which the failure to comply would result in a material adverse effect to the business or financial condition of Station Group and the FCC Licensee(s) taken as a whole. Fox further represents and warrants that the Station(s)' distribution in accordance with this Agreement and the applicable Distribution Agreement(s) of any FOX Programming provided by Fox to Station(s) shall not violate or infringe upon the trade name, trademark, copyright, literary or dramatic right, or right of privacy or publicity of any party, or constitute a libel or slander of any party; provided, however, that the foregoing representations and warranties shall not apply: (1) to public performance rights in music, (2) to any material furnished or added by any party other than Fox after delivery of the FOX Programming to the Station(s), or (3) to the extent such content is changed or otherwise affected by deletion of any material by any party other than Fox after its delivery to the Station(s). Fox agrees to indemnify, defend and hold harmless the Station and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all third-party liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding lost profits or consequential damages, if any) (a "Claim") caused by or arising out of Fox's breach or alleged breach of the representations and warranties set forth in this Subsection 6(a). Fox makes no representations, warranties or indemnities, express or implied, except as expressly set forth in this Subsection 6(a).
- b. Station Group and the FCC Licensee(s). Each of the Station Group and the FCC Licensee(s) hereby represents and warrants that (i) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; (ii) it is in compliance with all applicable laws and regulations relating to its obligations hereunder, with which the failure to

All information in this Agreement is CONFIDENTIAL, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

comply would result in a material adverse effect to the business or financial condition of Fox; and (iii) with respect to Station Group, Station Group has the power and authority to act on behalf of each of the FCC Licensee(s) and the Station(s) and to bind each FCC Licensee and each Station to the obligations set forth in this Agreement. Without limitation to any of the other obligations and agreements under this Agreement, Station Group and/or the FCC Licensees, as applicable, agrees to indemnify, defend and hold harmless Fox and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all Claims caused by or arising out of (1) any matters excluded from Fox's representations and warranties under Subsection 6(a)(1), (2) and (3) above and related to the Station(s)' distribution in accordance with this Agreement and/or the applicable Distribution Agreement(s), (2) any breach or alleged breach of any of the representations, warranties or agreements herein or in the Distribution Agreement(s), or (3) any content distributed by Station other than the FOX Programming. Station Group and the FCC Licensee(s) make no representations, warranties or indemnities, express or implied, except as expressly set forth in this Subsection 6(b).

- c. **Indemnification Procedure.** A Party seeking indemnification will give the other Party prompt notice of a Claim. Failure to give such prompt notification will relieve the indemnifying Party of its indemnification obligations to the extent that such failure has materially prejudiced the indemnifying Party's defense of such Claim. The indemnifying Party may assume the defense of each Claim to which its indemnity applies. The indemnified Party will cooperate fully (at the expense of the indemnifying Party) with the indemnifying Party in defending and settling the Claim in question. If the indemnified Party desires to settle a Claim, it will obtain the prior written consent of the indemnifying Party, which consent will not be unreasonably withheld or delayed. Failure to obtain such consent shall relieve the indemnifying Party of its indemnification obligations with respect to such Claim.
7. **ADDITIONAL STATIONS.** If, during the Term, Station Group (or any of its affiliates) acquires, manages (including through local management agreements, time brokerage agreements or similar arrangements or agreements pertaining to Station operations) or otherwise obtains a controlling equity interest in any Fox Network-affiliated television broadcast station not currently subject to a Fox Representation and Participation Agreement in addition to the Station(s) listed on Exhibit A (an "Additional Station"), such Additional Station shall be added to this Agreement, and Exhibit A shall be deemed amended accordingly.
8. **LEGAL FEES; COSTS & EXPENSES.** Fox shall be responsible for all legal fees directly related to its negotiation of the Distribution Agreement(s). Each of the Parties shall be responsible for all other legal fees that it incurs in performing its obligations hereunder. Each Party shall otherwise be solely responsible for all costs and expenses incurred by it in connection with compliance with the terms of this Agreement.
9. **NOTICES.** Any notice or report given under this Agreement will be in writing (unless otherwise expressly provided) and sent (1) by email and (2) by registered or certified mail, postage prepaid, return

All information in this Agreement is **CONFIDENTIAL**, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

## EXECUTION VERSION

receipt requested, or by hand or messenger delivery, or by UPS or similar overnight delivery service, to the other Party at its contact information set forth on the signature page to this Agreement (or such other contact information designated by such Party in accordance with this Section 9). Any notice or report delivered in accordance with this Section 9 will be deemed given on the earliest date actually delivered (e.g., if notice is given by email and by overnight courier, notice will be deemed given as of the date the email was sent). If any notice or report is delivered to any Party in a manner which does not comply with this Section 9, such notice or report will be deemed delivered on the date, if any, such notice or report is received by the other Party.

10. **ASSIGNMENT**. This Agreement is binding upon each Party's assigns, transferees and successors; provided that, no Party may assign or otherwise transfer, by operation of law or otherwise, this Agreement in whole or in part without the other Party's prior written consent. Station Group agrees, that upon Fox's request, Station Group shall procure and deliver to Fox, in form satisfactory to Fox, the agreement of the proposed assignee or transferee that, upon consummation of the assignment or transfer, the assignee or transferee will assume and perform this Agreement in its entirety without limitation of any kind. If Station Group fails to notify Fox of the proposed assignment or transfer, or fails to procure the agreement of the proposed assignee or transferee in accordance with this Paragraph, then such assignment or transfer shall be null and void and not enforceable against Fox. For the avoidance of doubt, no Station's Affiliation Agreement shall be assigned or otherwise transferred without the assignment or transfer of this Agreement (with respect to such Station only) without the prior written consent of Fox.
11. **CONFIDENTIALITY**. Each Party will keep the terms of this Agreement, and all non-public information disclosed by the other Party in connection with this Agreement, strictly confidential, and will not disclose the substance of such terms or such information to any third Party or any of their respective employees who reasonably do not have a need to know without the prior written consent of the other Party, except (i) as required by law (in which event the disclosing Party will request confidential treatment of, and redact to the greatest extent possible, the information disclosed, and provide the other Party with prompt prior written notice of the existence, terms and circumstances surrounding such required disclosure so that such other Party may seek a protective order or other appropriate remedy from the proper authority), (ii) to enforce its rights or perform its obligations hereunder or as part of its normal and reasonable reporting procedures to its parent, members, partners, auditors or attorneys, or (iii) to actual and prospective lenders and purchasers, provided that any and all such Parties to whom any such disclosure is made agree to be bound by the provisions of this Section 11 and, with respect to prospective purchasers, further agree not to use such disclosure for other business purposes or in other business segments. The disclosing Party is responsible to the other Party for any breach of this Section 11 by any of its owners, officers, directors, employees, auditors, attorneys, lenders, prospective purchasers or assignees.
12. **ARBITRATION**. The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement, including the breach, termination, enforcement, interpretation or validity thereof ("Disputes"), and the scope or applicability of this Section 12, including but not limited to the arbitrability of any and all Disputes, shall be determined by binding arbitration in Los Angeles County,

- 8 -

All information in this Agreement is **CONFIDENTIAL**, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

## EXECUTION VERSION

California before a single, neutral arbitrator who is a former or retired judge of any California state or federal court with at least three years' experience adjudicating or handling entertainment industry matters. The arbitration, including any depositions, shall be recorded and the transcript provided to the arbitrator. The Parties shall share equally the costs of arbitration, including the costs of transcribing the arbitration, but each Party shall bear its own attorneys' fees and related costs, unless otherwise provided by law or statute. The arbitration shall be initiated and administered by JAMS according to its Comprehensive Arbitration Rules & Procedures, including Rules 16.1 and 16.2, as they exist on the effective date of this Agreement (the "JAMS Rules"). In conducting the arbitration and in making any award, the arbitrator shall follow California substantive law (without regard to choice of law or conflict of law rules) and California arbitration procedure, except as otherwise provided for in the JAMS Rules or in this Agreement. California Code of Civil Procedure § 1281.2(c) (as it exists on the effective date of this Agreement) shall not apply to this agreement to arbitrate; instead, 9 U.S.C. § 3 of the Federal Arbitration Act (as it exists on the effective date of this Agreement) shall apply. In conducting the arbitration and in making any award, the arbitrator shall follow the Federal Rules of Evidence. Except as provided for in this Agreement, the arbitrator shall have the authority to award any remedy or relief that a state or federal court of California could order or grant, and no other remedy or relief. Except for disputes concerning the scope of indemnification obligations under this Agreement, the arbitrator has no authority to award punitive, exemplary, multiplied or consequential damages (including lost profits or loss of revenues), and such damages shall not be recoverable by any other process or in any other proceeding. The Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedures (as they exist on the effective date of this Agreement) with respect to any award in any arbitration or judgment related to this agreement to arbitrate. Judgment on any award may be entered in any court of appropriate jurisdiction. This agreement to arbitrate shall not preclude the Parties from seeking provisional remedies in aid of arbitration not otherwise prohibited by this Agreement from a state or federal court of appropriate jurisdiction and located in Los Angeles County, California, which courts shall be the exclusive venue for any such provisional remedies. The Parties agree to maintain the confidential nature of the arbitration proceeding and the award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

### 13. MISCELLANEOUS.

- a. Choice of Law. This Agreement and the rights and obligations of the Parties under this Agreement will be governed by and construed in accordance with the internal laws of the state of California, without reference to conflict of laws provisions.
- b. Surviving Provisions. This provision and the following provisions shall survive expiration or termination of this Agreement: Sections 5(d) (Audit Rights, for the time period stated therein), 6 (with respect to Indemnification only), 11 (Confidentiality), 12 (Arbitration) and 13(g) (Remedies).

- 9 -

All information in this Agreement is CONFIDENTIAL, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

## EXECUTION VERSION

- c. Entire Agreement. This Agreement, (including without limitation its exhibits, schedules and agreements expressly referenced in this Agreement), constitutes the entire understanding between the Parties concerning the subject matter of this Agreement. Each Party acknowledges that it is not entering into this Agreement in reliance upon any term, condition, representation or warranty not stated in this Agreement. This Agreement supersedes any and all other prior and contemporaneous agreements, whether oral or written, pertaining to the subject matter of this Agreement.
- d. Waiver and Amendment. This Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed by each of the parties. No failure to exercise or delay in the exercise of, a Party's rights under this Agreement will constitute a waiver of such rights. No waiver of a provision of this Agreement will constitute a waiver of the same or any other provision of this Agreement other than as specifically set forth in such waiver.
- e. Severability. If any provision of this Agreement, or the application of such provision to any Party or circumstance, is found to be illegal or unenforceable for any reason under law, regulation or court order, such provision will be modified or severed from this Agreement to the extent necessary to make such provision enforceable against such Party or in such circumstance. Such modification or severance will be accomplished through a binding order from a court of competent jurisdiction or prior written notice from either Party (which notice will attach the supporting law, regulation or court order). Neither the unenforceability of such provision nor the modification or severance of such provision will affect the enforceability of any other provision of this Agreement. Notwithstanding the foregoing, if such modification or severance would render the remaining provisions of this Agreement inadequate to accomplish the basic purposes and mutual intent of the parties, then either Party may terminate this Agreement upon written notice within 30 days of such court order or notice effecting modification or severance.
- f. Interpretation. No provision of this Agreement may be interpreted against any Party because such Party or its counsel drafted the provision. Headings used in this Agreement are provided for convenience only, and will not be interpreted to have independent meaning or to modify any provision of this Agreement. All references to Sections, Schedules, Exhibits and other attachments will be references to each such item as contained in, or attached to, this Agreement and to each such item as may be amended, modified or supplemented in accordance with this Agreement, unless otherwise expressly provided.
- g. Remedies. The several rights and remedies of each Party under this Agreement will be cumulative, and the exercise of one or more of those rights or remedies will not preclude the exercise of any other right or remedy under this Agreement at law or in equity.

- 10 -

All information in this Agreement is CONFIDENTIAL, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

## EXECUTION VERSION

- h. Review. Each Party acknowledges that it has the right to seek independent legal counsel with respect to this Agreement, and has either sought such counsel or determined after careful review of the Agreement that it chooses freely and judiciously to waive such right.
- i. Counterparts. This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile will be deemed an original signature for all purposes and will be binding on the signing Party.
- j. No Relationship. This Agreement does not create any partnership or joint venture between the Parties. No Party will be, or hold itself out as, the agent of another Party in connection with, or as a result of, this Agreement.

*Signature page follows*

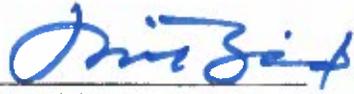
- 11 -

All information in this Agreement is CONFIDENTIAL, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

**EXECUTION VERSION**

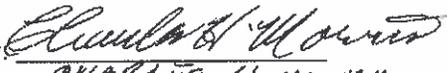
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**FOX CABLE NETWORK SERVICES, LLC**

By:   
Name: Michael W. Biard  
Title: President, Distribution

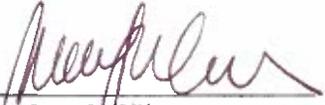
**Address:**  
Fox Cable Networks Group  
2121 Avenue of the Stars, 31<sup>st</sup> Floor  
Los Angeles, CA 90035  
Attention: President, Distribution  
[michael.biard@fox.com](mailto:michael.biard@fox.com)

**MORRIS NETWORK, INC.**

for itself and on behalf of the FCC Licensee(s)  
By:   
Name: CHARLES G. MORALE  
Title: PRESIDENT

**Address:**  
Morris Network, Inc.  
301 Poplar Street  
Macon, GA 31201  
Attention: Bobby Berry, CEO  
[bberry@morrisnetwork.com](mailto:bberry@morrisnetwork.com)

**FOX BROADCASTING COMPANY**

By:   
Name: Inae J. Wilson  
Title: SVP, Broadcast Distribution

**Address:**  
Fox Broadcasting Company  
10201 W. Pico Boulevard, Building 100  
Los Angeles, CA 90064  
Attention: SVP, Broadcast Distribution  
[inae.wilson@fox.com](mailto:inae.wilson@fox.com)

**With a copy to:**  
Fox Networks Group  
2121 Avenue of the Stars, 12<sup>th</sup> Floor  
Los Angeles, CA 90035  
Attention: SVP, Business and Legal Affairs  
[susan.vigon@fox.com](mailto:susan.vigon@fox.com)

All information in this Agreement is CONFIDENTIAL, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

827

**EXHIBIT A**  
**Station(s)**

CALL LETTERS

WXXV-TV

FCC LICENSEE

Morris Network of Mississippi, Inc.

All information in this Agreement is **CONFIDENTIAL**, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

**EXHIBIT B**  
**Specified Terms**

1. A term that is no greater than the earlier to occur of (i) the termination of Station's Affiliation Agreement and (ii) the termination of the Distribution Agreement between Fox and the Distributor.
2. Carriage obligations requiring the Distributor to distribute the signal of the Station(s) constituting the FOX channel(s) in a manner that is at least as favorable in all material respects as the carriage treatment that the signals of Fox O&O Stations receive under Fox's Distribution Agreement with such Distributor with respect to the Service.
3. Additional requirements and/or restrictions related to: (i) squeeze back; (ii) superimposition; (iii) insertion; (iv) user interface; (v) channel placement; and (vi) branding, prominence and placement, in each case, that are generally consistent with the requirements and/or restrictions per (i) – (vi) above that would apply to the Fox O&O Stations under Fox's Distribution Agreement with such Distributor with respect to the Service.

All information in this Agreement is **CONFIDENTIAL**, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.

**EXHIBIT C**  
**Monthly Fees**

Cash compensation for each Station’s FOX channel in an amount no less than the following on a “per subscriber, per month” basis:

2016		2017		2018		2019	
% NON-FOX PROGRAMMING	RATE						
100%	█	100%	█	100%	█	100%	█
75%+	█	80%+	█	85%+	█	85%+	█

Non-FOX Programming percentage thresholds to be calculated on a calendar weekly basis. For markets where a Station has not cleared the requisite Non-FOX Programming content percentage (e.g., at least █ for calendar year 2016), Fox shall have the right to distribute FOX Programming to the Distributor until such time as the Station reaches the requisite clearance threshold. At its election, Fox shall have the right, but not the obligation, to provide alternate content for any blacked-out time period for which Station does not provide substitute programming. For the avoidance of doubt, Station-supplied programming will be considered cleared Non-Fox Programming for purposes of calculating Station’s Non-FOX Programming percentage in order to determine the applicable Monthly Fee, but shall not be considered cleared for purposes of determining whether Station has met the requisite threshold to launch (e.g., at least █ for calendar year 2016).

All information in this Agreement is **CONFIDENTIAL**, and may not be disclosed to any third party. If disclosure becomes legally compelled, Licensee will provide Fox with prompt prior written notice. Licensee will indemnify Fox from any damage, loss, cost or liability that is the result of its breach of the foregoing. If you do not agree to the foregoing, please immediately return this Agreement to Fox and destroy all copies thereof, including any electronic copies or other forms of duplication.