



December 11, 2023

Mr. Christian French
Chief Operating Officer
Regional News Network
800 Westchester Ave (Suite 640)
Rye Brook, NY 10573

Dear Mr. French:

This letter agreement, together with the exhibit attached hereto (collectively, this “**A&R Letter Agreement**”) is effective as of January 1, 2024 (the “**Effective Date**”) by and between RNN Philly License Co., LLC (“**Licensee**”), on behalf of itself and the over-the-air broadcast television station WMCN-TV (the “**Station**”) and Comcast Cable Communications, LLC, on behalf of itself and one or more of its affiliated entities (“**Comcast**”) and amends and restates that certain Letter Agreement between Licensee, on behalf of itself and the Station, and Comcast dated as of October 15, 2018 (the “**2018 Letter Agreement**”). This A&R Letter Agreement memorializes the understanding regarding the retransmission of the over-the-air broadcast television signal of the Station (the “**Signal**”) by certain cable television or other multi-channel video programming distribution systems, as of the date hereof or hereafter owned and/or managed by Comcast that serve communities in and around the Philadelphia Designated Market Area (the “**Philly DMA**”) (such cable television or other multi-channel video programming distribution systems, the “**Systems**”).

1. The term of this A&R Letter Agreement shall commence on the Effective Date and shall continue through December 31, 2026 (the “**Initial Term**”), unless earlier terminated in accordance with the provisions of this A&R Letter Agreement. After the Initial Term, this A&R Letter Agreement will automatically renew for one (1) three (3) year renewal period (the “**Renewal Term**”), unless either party provides written notice to the other party of the terminating party’s election not to renew the A&R Letter Agreement prior to November 2, 2026. The Initial Term and the Renewal Term are collectively referred to herein as the “**Term**”. Either party may terminate this A&R Letter Agreement upon thirty (30) days prior written notice in the event of a material breach of the other party’s obligations, representations, or warranties hereunder that is not cured within such thirty (30) day period.
2. As of the date hereof, Comcast retransmits the Station’s primary program transport stream (together with associated program-related material) (the “**Primary Signal**”) on each System identified on Attachment A in accordance with the 2018 Letter Agreement which is scheduled to terminate on December 31, 2023. Pursuant to Section 325(b)(1) of the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission (“**FCC**”), Licensee hereby grants to Comcast, and Comcast hereby accepts, the non-exclusive right and license during the Term to retransmit the Signal over the System(s) on a no-fee basis. Comcast shall carry the Signal pursuant to this A&R Letter Agreement and Licensee and Station hereby waive and agree to forego, and not to enforce, pursue, or establish any must-carry rights, where applicable, for the Station pursuant to 47 C.F.R. § 76.56 *et seq.* or any other statutes, rules,

or regulations pursuant to which Licensee or Station may otherwise be entitled to enforce carriage of Signal on any System(s). During the Term, subject to this A&R Letter Agreement, Comcast shall retransmit the Station's Primary Signal (as defined below) on each System that retransmits the Primary Signal as of the date hereof, as if the Station elected must-carry status for the 2024-2026 election cycle.

3. Carriage of the Primary Signal on each System shall be, as applicable; (i) in standard-definition format on the cable channel in which the Primary Signal is retransmitted as of the date hereof (subject to conflicting must-carry rights of other broadcast television stations) on each such System; (ii) in high-definition format on a cable channel in the same neighborhood, on a non-discriminatory basis, as the primary signals of the other local broadcast stations that Comcast retransmits on such System(s); and/or (iii) on a channel position mutually agreed upon in writing by the parties (and the parties acknowledge and agree that such channel positions listed in Attachment A are hereby deemed to be mutually agreed upon by the parties).
4. Pursuant to that certain letter agreement by and between Comcast and WRNN License Company, LLC, dated as of October 15, 2018 (the "**WRNN Agreement**"), as of the date hereof, Comcast retransmits the primary signal of the over-the-air broadcast television station WRNN-TV (such primary signal, the "**WRNN Signal**") in the Comcast system known as the "**Toms River/LBI System**", which serves Ocean County, New Jersey communities located outside of the Philly DMA that are subject to an existing FCC market modification order (such communities, the "**Modified Ocean County Communities**") pursuant to which the Station's must carry rights are expanded to include the Modified Ocean County Communities (such system, the "**Toms River/LBI System**").
5. As of the date hereof, Comcast retransmits the WRNN Signal on the Toms River/LBI System, and, therefore, does not retransmit the Signal on the Toms River/LBI System.
6. For so long as Comcast, retransmits the WRNN Signal on the Toms River/LBI System, Licensee and Station waive and agree to forego, and shall not enforce, pursue, or establish any must-carry rights, where applicable, for the Station pursuant to 47 C.F.R. § 76.56 *et seq.* or any other statutes, rules, or regulations pursuant to which Licensee or Station may otherwise be entitled to enforce carriage of Signal on the Toms River/LBI System.
7. During the Term, in accordance with this A&R Letter Agreement, for so long as there are no material changes to the Station (i.e., change in the Station's signal coverage), Comcast will not file any market modifications with the FCC to delete the Station's must-carry rights for any cable communities served by the Toms River/LBI System. Comcast agrees that in any future petition before the FCC or other governing agency or body, not to use the Toms River/LBI System's cessation of retransmission of the Signal as an admission or acknowledgment by Comcast, Licensee, or Station that the Signal does not qualify for must-carry status under FCC rules and regulations or that the Station's programming is not local to any of the particular cable communities served by the Toms River/LBI System. The conditions set forth under this section shall apply to Comcast and successive owners and managers of the Toms River/LBI System (including, without limitation, purchasers, transferees and/or assignees of the Toms River/LBI System) and shall survive the Term of this A&R Letter Agreement.

8. Comcast represents and warrants that it has the authority to enter into this A&R Letter Agreement and to perform all of its obligations hereunder. Licensee represents and warrants that (a) it has the authority to enter into this A&R Letter Agreement and to perform all of its obligations hereunder; and (b) the Station and the Signal are in material compliance with and will continue to materially comply with all applicable laws, rules and regulations relevant to the Station's performance of this A&R Letter Agreement.
9. Indemnification: Both parties shall indemnify and forever hold harmless the other party and such party's parents, subsidiaries and related companies and each of the officers, directors, employees, agents, licensees and related companies thereof (the "**Indemnified Parties**") from and against any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees) ("**Claims**") arising out of any breach of any covenant, representation or warranty made hereunder by such parties. In addition, Licensee shall indemnify and hold harmless Comcast and Comcast's Indemnified Parties from and against any and all Claims arising out of the content of the Signal (including but not limited to allegations of libel, slander or defamation, violations of trademark, copyright, right of privacy or publicity, or literary or dramatic right of any person). This Section 8 shall survive the termination or expiration of this A&R Letter Agreement.
10. Nothing contained herein shall be deemed to create any relationship of partners or joint ventures as between Comcast, Station and Licensee with respect to this A&R Letter Agreement.
11. The invalidity or unenforceability of any provision of this A&R Letter Agreement shall not affect the validity of any other provision of this A&R Letter Agreement and, in the event of any such invalidity, this A&R Letter Agreement shall remain in effect and be construed as if the invalid provision were not contained herein.
12. This A&R Letter Agreement, and all collateral matters relating thereto, shall be governed by and construed under the law of the Commonwealth of Pennsylvania applicable to agreements fully made and performed therein and is subject to the Communications Act of 1934, as amended, and all applicable FCC rules and regulations. Any disputes or claims relating to this A&R Letter Agreement shall be adjudicated in Philadelphia, Pennsylvania, USA.
13. Neither party shall transfer or assign its rights or obligations hereunder to any other entity without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that either party shall, without consent, assign this A&R Letter Agreement to any entity controlling, controlled by or under common control with such party, or to any person or entity that acquires all or substantially all of such party's assets (or all or substantially all of the assets applicable to the Station or any System(s)).
14. Neither party shall be liable to the other (a) for any delay or failure to perform caused by factors beyond the party's control, such as an act of God, labor dispute, non-delivery by program suppliers, war, riot, technical breakdown, or government order or regulation, or (b) for incidental, consequential or special damages (including without limitation loss of profits or revenues) in connection with any suit or cause of action arising out of or related to a breach of this A&R Letter Agreement.

15. Any notices required by this A&R Letter Agreement shall be in writing by personal delivery, facsimile, or overnight delivery service to the address listed on the signature page.
16. Neither party nor its affiliates shall disclose to any third party any information with respect to the terms and provisions of this A&R Letter Agreement, any information contained in any data or report required or delivered hereunder, or any materials related thereto, except as may be required by law, a court or regulatory agency or to enforce a party's rights hereunder. Either party may disclose this A&R Letter Agreement to its counsel, bankers, accountants, investors or potential investors, provided that they agree to be bound by the confidentiality obligations hereof. This Section 15 shall survive the termination or expiration of this A&R Letter Agreement.
17. This A&R Letter Agreement 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 with regard to such subject matter. This A&R Letter Agreement shall not be amended, modified, or altered except in writing and signed by the duly authorized representatives of the parties.

Please indicate your agreement with these terms by signing below.

Comcast Cable Communications, LLC

RNN Philly License Co., LLC

By: Drew Brayford

By: 

Title: SVP, Content Acquisition

Title: C.O.O.

Date: 12/13/2023

Date: 12.13.2023

<p>Notice: To Comcast: Comcast Cable Communications, LLC One Comcast Center 1701 John F. Kennedy Boulevard Philadelphia, PA 19103-2838 Attention: SVP, Content Acquisition Attention: General Counsel Facsimile: (215) 286-8148</p>	<p>Notice: To Station: Regional News Network 800 Westchester Avenue, Suite 640 Rye Brook, New York 10573 Attention: Christian French Facsimile: (914) 696-0275</p>
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Attachment A

<u>System</u>	<u>St.</u>	Primary Signal	
		<u>Standard- Definition</u>	<u>High- Definition</u>
		<i>Cable Channel #</i>	
DOVER	DE	19	794 & 1044
NEW CASTLE COUNTY	DE	21	794 & 1044
BURLINGTON	NJ	32	794 & 1044
CHERRY HILL	NJ	21	794 & 1044
GLOUCESTER	NJ	15	794 & 1044
MAPLE SHADE	NJ	21	794 & 1044
MERCER COUNTY	NJ	21	794 & 1044
PRINCETON	NJ	21	794 & 1044
SOUTH NJ SHORE AREA	NJ	19	794 & 1044
TRENTON	NJ	27	794 & 1044
BUCKS COUNTY	PA	21	794 & 1044
COATESVILLE	PA	21	794 & 1044
DELAWARE COUNTY	PA	19	794 & 1044
KENNETT SQUARE	PA	21	794 & 1044
LOWER MERION	PA	21	794 & 1044
MAIN LINE	PA	21	794 & 1044
PHILADELPHIA AREA 1	PA	21	794 & 1044
PHILADELPHIA AREA 2	PA	21	794 & 1044
PHILADELPHIA AREA 3/4	PA	21	794 & 1044
POTTSTOWN	PA	21	794 & 1044
READING/HAMBURG	PA	21	794 & 1044
WILLOW GROVE	PA	20	794 & 1044