

NBC Affiliation Agreement Proposal
MPS Media of Gainesville License, LLC
January 1, 2019

The following represents the terms to which MPS Media of Gainesville License, LLC, (“MPS”) and the NBC Television Network, a division of NBCUniversal Media, LLC (“NBC”) agree to amend and extend the affiliation agreement, as amended, dated January 1, 2009 between MPS and NBC (the “Agreement”), regarding the NBC affiliation of MPS’s station referenced below in its designated market area, as defined by Nielsen (“DMA”), hereinafter “Station”. All references to Station shall include MPS and Licensee.

Affiliate: **MPS Media of Gainesville License, LLC**
1181 Highway 315, Wilkes Barre, PA 18702

Contact: Mr. Eugene J. Brown, Member, [REDACTED]

Station & DMA:

STATION	DMA
WNBW-DT	Gainesville, FL

FCC Licensee:

STATION	FCC LICENSEE
WNBW-DT	MPS Media of Gainesville License, LLC

Term: Commencing 12:01 A.M. New York City time on **January 1, 2019** and terminating 2:59 A.M. on **December 31, 2021**.

Programmed Time Periods: Consistent with current practices, subject to changes from time to time subject to mutual agreement by the parties.

Program Clearance:

[REDACTED]

Preemption Baskets:

[REDACTED]

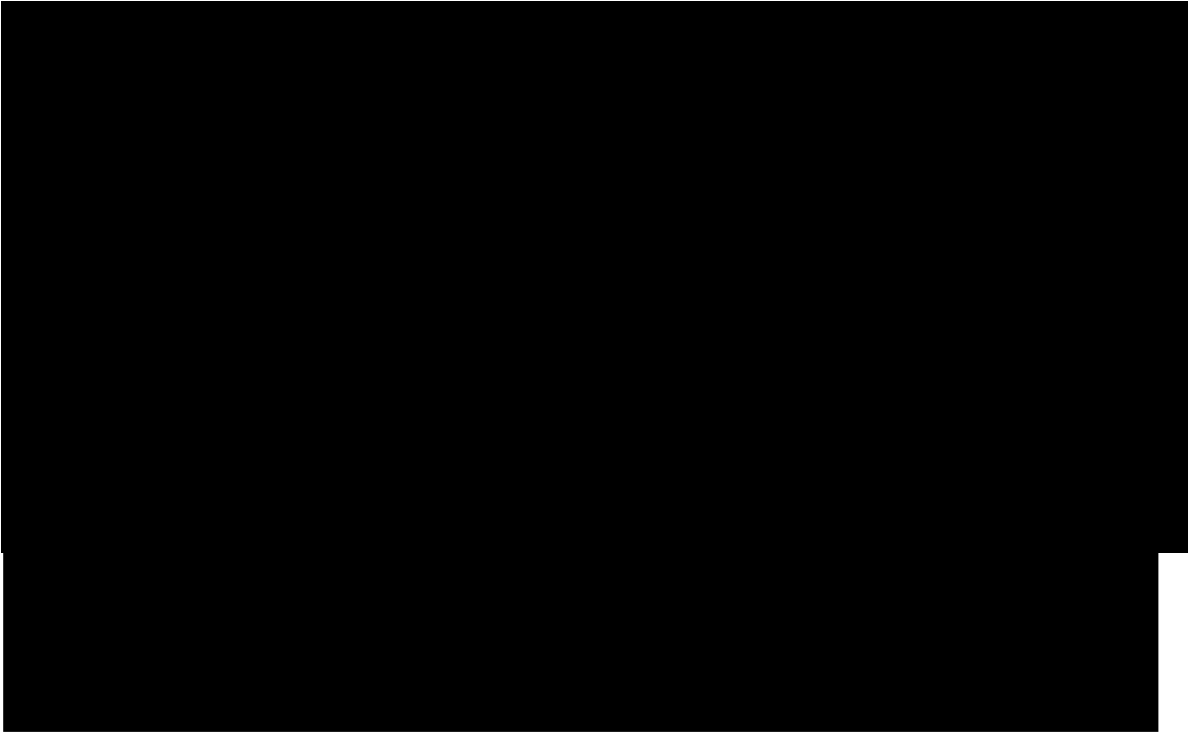
Local Inventory:

[REDACTED]

Distribution / Waiver Fee:

[REDACTED]

Inventory Management Plan:
News Channel Fee:



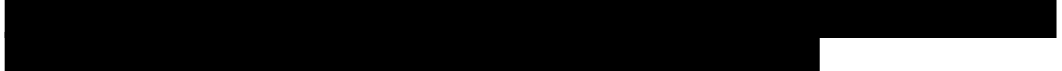
Olympic Contribution:

Conditions to Broadcast:

Station shall not make any deletions from, or additions or modifications to, any NBC Program or any commercial, NBC identification, program promotion or production credit announcement or other interstitial material contained therein, nor broadcast any commercial or other announcements (except emergency bulletins and commercials within the spots reserved for commercials by affiliates) during any such program, without NBC's prior written authorization. Station shall broadcast each NBC Program from the commencement of network origination until the completion of the Network Programming, including, but not limited to credits.

Branding:

Branding to be consistent with the manner in which the Stations are currently branded,



Promotion:



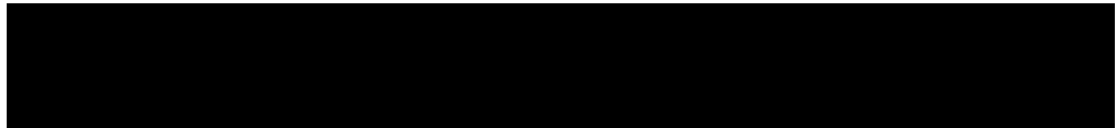
Retransmission Consent:

Station shall not authorize, cause, or permit, without NBC's consent, any NBC Program or other material furnished to Station hereunder to be recorded, duplicated, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by Station as provided herein. Notwithstanding the foregoing, Station shall not be restricted in the exercise of its signal carriage rights pursuant to any applicable rule or regulation of the FCC with respect to retransmission of its broadcast signal by any cable system or multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, which (a) is located within the DMA in which Station is located, or, with respect to cable systems: (b)(i) was carrying Station's signal as of April 1, 1993, or (b)(ii) is serving an area in

which Station is “significantly viewed” (as determined by the FCC); provided, however, that any such exercise pursuant to FCC Rules with respect to NBC Programs shall not be deemed to constitute a license by NBC. With respect to retransmission consent agreements entered into after the effective date hereof, out of market grandfathered and significantly viewed (as defined by the FCC) signal carriage rights as granted by NBC herein, are conditional on Station either (1) making such carriage subject to the MVPD’s carriage of NBC’s in-market stations in Station’s MVPD retransmission consent agreements or (2) having the right to terminate such carriage in the event the in-market station is not being carried. NBC reserves the right to restrict such signal carriage with respect to NBC Programming in the event of a change in applicable law, rule or regulation. Without limiting the foregoing sentence and any other terms herein, Stations may not consent to retransmission of the NBC Programming via any portion of the Internet without the prior written consent of NBC, including, without limitation, in the event the statutory or regulatory definition of “MVPD” is expanded, interpreted, created or changed in a manner that encompasses the distribution of video programming via any portion of the Internet. Notwithstanding the foregoing, the parties acknowledge that internet distribution agreements mutually signed by both Affiliate and NBC with certain internet distributors shall not be a breach hereof and that the foregoing restriction does not apply to prohibit the granting of retransmission consent to an MVPD, as currently defined and interpreted by Section 602 [47 U.S.C. 522] of the Communications Act and 47 CFR 76.64(d) of the FCC Rules, which distributes programming in internet protocol format via its MVPD system.

Non-Duplication: Simultaneous affiliate broadcast non-duplication protection within Station’s DMA per FCC regulations or pursuant to future agreement by the parties in the event such FCC rules are eliminated or modified.

**MVPD
Retransmission
Consent Fees:**



**Digital
Programming /
Spectrum:**

Station shall carry on its primary television service (i.e., the “D1” channel) the digital feed of NBC Programming as and in the technical format provided by NBC consistent with the ATSC 1.0 transmission standards, give the highest statistical multiplex priority to NBC Programming and allocate for the NBC feed a nominal bit rate of at least [REDACTED]. It is understood by the parties that all rights granted in this Agreement are for ATSC 1.0 transmission only. NBC and Station agree to discuss in good faith the transition to the ATSC 3.0 transmission standard and associated contractual and business terms at the time of the transition and any appropriate amendments to this Agreement, if and as necessary. Notwithstanding the foregoing, NBC agrees that Station may simulcast the NBC programming stream via ATSC 3.0 in order to participate in market testing. Further, Station will include with the NBC Programming all “program-related material” without alteration and as approved by NBC; provided, in no event will Station be obligated to allocate more than an aggregate of [REDACTED] (included within the [REDACTED] referenced above) to any program related material referenced in clauses (x), (xi) and (xii) below (collectively, the “Network Digital Feed”). As used in this paragraph, “program-

related material” shall mean (i) closed-captioning information, (ii) program identification codes, (iii) program ratings information, (iv) alternative language audio related to the programming, (v) Video Descriptive Services, (vi) Active Format Descriptor data, (vii) Nielsen data, (viii) any data conveyed by embedded video and/or audio watermarks, (ix) programming, data and other enhancements which are related to the programming and network advertisements provided in the Network Digital Feed, (x) such other material that is necessary to provide the Network Digital Feed, (xi) information and material directly associated with specific network commercial advertisements contained in the network programs included in the Network Digital Feed, and (xii) information and material designed to promote network programming.

Assignment: Station may not assign or transfer this Agreement without the prior written consent of NBC which shall not be unreasonably withheld, conditioned or delayed (it being understood that it shall not be unreasonable for NBC to withhold consent to assign to an assignee which NBC reasonably believes will not operate the Station in at least as favorable a manner as the Station is operated by Sinclair). Station shall immediately notify NBC in writing if any application is made to the FCC pertaining to an assignment or a transfer of control of Station’s license.

Venue: Each party hereby irrevocably and unconditionally submits to the general jurisdiction of the federal and state courts located in New York County, New York and agrees that any action or proceeding concerning this Agreement will be brought exclusively in such courts. This provision will survive the expiration or termination of the Agreement.


Confidentiality: Station and NBC agree to keep the terms and conditions of this amendment and any resulting agreement between the parties strictly confidential except as may be required by law. Further, Station and NBC agrees not to publicly announce the affiliation agreement renewal without the prior written consent of Affiliate and NBC, such consent not to be unreasonably withheld, conditioned or delayed.

Additional Terms: The parties will negotiate in good faith with a goal of executing a new, long form and definitive agreement which will include the terms set forth above as well as such other terms and conditions as may be mutually agreed to by the parties.

Upon full execution hereof, all terms herein shall be binding upon the parties. In the event of any inconsistency or discrepancy between the terms of this NBC Affiliation Agreement Proposal, and the underlying Agreement, the terms of this NBC Affiliation Agreement Proposal shall govern. If you are in agreement with the above terms and conditions, please indicate your acceptance by signing in the space provided below.

Very truly yours,

NBC TELEVISION NETWORK,
a division of NBCUniversal Media, LLC

By: 


Name: Rhonda Brockmann

Title: Executive Vice President, Affiliate Relations

Date: 2/4/19

ACCEPTED & AGREED:

**MPS MEDIA OF GAINESVILLE
LICENSE, LLC**

By: 

Name: EUGENE J. BROWN

Title: SOLE MEMBER

Date: 02-01-2019

SCHEDULE I
Retransmission Fees

