



October 02, 2023

Via Overnight Delivery and E-mail

Georgia Public Telecommunications Commission
260 14th Street NW
Atlanta, GA 30318
Attn: Adam Woodlief, Executive Vice President
Email: awoodlief@GPB.org

Re: Retransmission Consent Agreement and Carriage Agreement –
WACS-TV/DT Albany, GA (“**WACS**”)
WGTV-TV/DT Atlanta, GA (“**WGTV**”)
WCES-TV/DT Augusta, GA (“**WCES**”)
WNGH-TV/DT Chattanooga, TN (“**WNGH**”)
WJSP-TV/DT Columbus, GA (“**WJSP**”)
WXGA-TV/DT Jacksonville, FL-Brunswick, GA (“**WXGA**”)
WMUM-TV/DT Macon, GA (“**WMUM**”)
WVAN-TV/DT Savannah, GA (“**WVAN**”) (collectively, the “**Stations**”)

Dear Mr. Woodlief:

We refer to that certain Retransmission Consent Agreement and Carriage Agreement, by and between Georgia Public Telecommunications Commission (“**Station Group**”) and DIRECTV, LLC, as successor-in-interest to DIRECTV, Inc. (“**DIRECTV**”), entered into June 24, 2010 (as amended and supplemented, the “**Agreement**”). All capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement.

The parties hereby agree to amend the Agreement as set forth below:

1. **SD Carriage**: The section entitled “SD Carriage” shall be deleted in its entirety and replaced with the following:
 - A. Notwithstanding anything to the contrary, the Agreement will terminate on December 31, 2023 with respect to DIRECTV’s retransmission of the Atlanta, GA/WGTV feed of the Network Signal in SD format in the following DMAs (or such portions thereof covered by the satellite spot-beam):

Atlanta, GA
Augusta, GA
Chattanooga, TN
Jacksonville, FL
Macon, GA
Savannah, GA
2. **HD Carriage**: The section entitled “HD Carriage” shall be deleted in its entirety and replaced with the following:
 - A. Notwithstanding anything to the contrary, the Agreement will terminate on December 31, 2023 with respect to DIRECTV’s retransmission of the Atlanta, GA/WGTV feed of the



Network Signal in HD format in the following DMAs (or such portions thereof covered by the satellite spot-beam):

- Albany, GA
- Chattanooga, TN
- Columbus, GA
- Savannah, GA

B. Notwithstanding anything to the contrary, the Agreement will terminate no earlier than December 31, 2023 and no later than the earlier of (i) receipt of the a “good quality signal” as per FCC guidelines and as set forth in Paragraph 2 of the First Amendment, or (ii) March 31, 2024 but in any event no later than April 30, 2024 in the following DMAs (or such portions thereof covered by the satellite spot-beam):

- Atlanta, GA
- Jacksonville, FL-Brunswick, GA

C. Notwithstanding anything to the contrary, the Agreement will terminate on December 31, 2023 with respect to DIRECTV’s retransmission of the Macon, GA/WMUM feed of the Network Signal in HD format in the Macon, GA DMA (or such portions thereof covered by the satellite spot-beam).

D. Notwithstanding anything to the contrary, the Agreement will terminate on December 31, 2023 with respect to DIRECTV’s retransmission of the Augusta, GA/WCES feed of the Network Signal in HD format in the Augusta, GA DMA (or such portions thereof covered by the satellite spot-beam).

3. **Must Carry Waiver:** The must carry waiver in the Agreement will no longer be in effect with respect to each of the Stations below as of the dates indicated:

WACS-TV/DT Albany, GA	January 1, 2024
WCES-TV/DT Augusta, GA	January 1, 2024
WNGH-TV/DT Chattanooga, TN	January 1, 2024
WJSP-TV/DT Columbus, GA	January 1, 2024
WMUM-TV/DT Macon, GA	January 1, 2024
WVAN-TV/DT Savannah, GA	January 1, 2024
WGTV-TV/DT Atlanta, GA	Immediately following termination date of the Agreement per Section 2.B above.
WXGA-TV/DT Jacksonville, FL-Brunswick, GA	Immediately following termination date of the Agreement per Section 2.B above.

4. **PBS/APTS Agreement:** The parties acknowledge that the Digital Carriage Agreement by and among PBS, the Association of Public Television Stations, Qualified Stations and DIRECTV, dated September 23, 2008 (the “**PBS/APTS Agreement**”) expired on September 23, 2018.

5. **Notices:** The section entitled “Notices” shall be deleted in its entirety and replaced with the following:

All notices, demands, requests or other communications which may be or are required to be given, served or sent by any party to any other party pursuant to this Agreement must be in writing and mailed first class, postage prepaid, or transmitted by hand delivery, overnight delivery or email, to the addresses set forth or such other addresses as the parties



shall inform each other of, in writing. Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified mail (return receipt requested). Notice given by hand shall be considered to have been given on the date delivered or, if delivery is refused, as of the date presented. Notice given by an overnight delivery service shall be considered to have been given on the next business day. Notice given by email shall be considered to have been given on the date of actual delivery at the email address(es) provided. A party providing notice via email must request that the other party provide confirmation that such notice has been received, and the other party shall use reasonable efforts to respond to such request within two (2) business days after receiving it, and in any event shall respond to such request as soon as reasonably practical.

TO DIRECTV:

DIRECTV, LLC
Local-Into-Local
2260 East Imperial Highway
El Segundo, CA 90245
Attn: Vice President, Content & Programming
Email: g15503@directv.com

with a copy to:

Attn: General Counsel
Email: g03675@directv.com

TO STATION GROUP:

Georgia Public Telecommunications Commission
260 14th Street NW
Atlanta, GA 30318
Attn: Adam Woodlief, Executive Vice President
Email: awoodlief@GPB.org

6. Effect on Agreement. The Agreement, as amended by this Amendment constitutes an entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior or contemporaneous, express or implied, written or oral, agreements, representations or conditions between the parties with respect thereto. Except as specifically provided in this Amendment, all terms and provisions of the Agreement shall remain unmodified and in full force and effect. Any reference to the Agreement shall be deemed to be a reference to the Agreement as amended. In the event of any inconsistency between the terms and provisions of the Agreement and those of this Amendment, the terms and provisions of this Amendment shall govern.
7. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original and together will constitute one and the same instrument. Any signature delivered by email or by other means of electronic transmission will be deemed an original signature for all purposes and will be binding upon the parties.

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IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed by their duly authorized representatives, effective as of the last date listed below.

DIRECTV, LLC


JP
By: Paula Brower

Name: Paula Brower

Title: Sr. Director, Content & Programming

Date: 10-02-23

**GEORGIA PUBLIC
TELECOMMUNICATIONS COMMISSION**

By: 

Name: Adam Woodlief

Title: COO

Date: 10-02-23