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October 24, 2011

WUGA-TV  
The University of Georgia  
120 Hooper Street, Athens, GA 30602  
Attn: Jimmy Sanders, Director of TV and Radio

Re: WUGA-TV - Retransmission Consent Agreement (the "Agreement")

Dear Mr. Sanders:

This Agreement is entered into as of the above date (the "Effective Date") between DIRECTV, Inc., a California corporation ("DIRECTV"), and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia ("Station Owner"), the Federal Communications Commission ("FCC") licensee of the broadcast television station WUGA-TV ("Station").

The "Must Carry Rules" shall mean the statutory provisions of 47 U.S.C. § 338 and 17 U.S.C. §§ 122 and 501; the regulations adopted by the FCC implementing these statutory provisions, currently codified at 47 C.F.R. 76.66 et seq., as those regulations may be amended from time to time; and the requirements of applicable decisions of the FCC or federal courts interpreting such statutory provisions or regulations.

The parties acknowledge that in July 2011 Nielsen approved Station's request to change its "designated market area" (DMA) from Greenville-Spartanburg, SC-Asheville, NC to Atlanta, GA. Station Owner hereby waives (on behalf of itself and Station) any and all rights to assert or enforce its rights under the Must Carry Rules with respect to the Station in the Greenville-Spartanburg, SC-Asheville, NC DMA.

Pursuant to Section 325(b) of the Communications Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder, Station Owner hereby grants its consent to DIRECTV to receive and retransmit, with respect to the Station in the Atlanta, Georgia DMA the primary channel of its digital signal (the "Signal") via the DIRECTV System for the Term (as defined below) of this Agreement, and subject to the provisions of this Agreement.

The term of this Agreement shall commence as of the Effective Date and shall expire December 31, 2017 (the "Term").

DIRECTV agrees to retransmit the Signal in standard-definition format via the DIRECTV System in the Atlanta, Georgia DMA (or such portion thereof covered by the DIRECTV satellite spot-beam) within forty-five (45) days of the date on which the technical upgrade to DIRECTV's local receive facility (the "LRF") in Atlanta, Georgia becomes operational (anticipated to occur during the second quarter of 2012); provided that the Station, at its sole cost, has delivered a "good quality signal" (as defined in the FCC rules) to DIRECTV's LRF in the Atlanta, Georgia DMA at least thirty (30) days prior to launch.

Additionally, Station Owner acknowledges that DIRECTV is under no obligation to carry the Signal in high-definition ("HDTV") format in the Atlanta, Georgia DMA during the election cycle ending December 31, 2014. However, Station Owner shall promptly inform DIRECTV of any plan to broadcast the Signal in HDTV format.

No license fees shall be payable by DIRECTV with respect to DIRECTV's carriage of the Station.

Except as set forth above, carriage of the Signal shall otherwise be governed by the applicable terms, conditions and requirements of the Must Carry Rules (as defined below) as such rules exist during the Term and only such rules that would have applied to the Station had the Station invoked and exercised its rights under the Must Carry Rules for the Term.

Each party shall keep the terms of this Agreement confidential except as otherwise agreed to by the parties and/or as required by law, including the Georgia Open Records Act, O.C.G.A. § 50-18-70 through 50-18-76.

Please acknowledge your acceptance and agreement with the above by your signature below.

Sincerely,

DIRECTV, INC.

By:  

Name: Linda Burakoff

Vice President

Title: Programming Acquisitions

ACCEPTED AND AGREED TO:  
THE BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF GEORGIA BY  
AND ON BEHALF OF THE UNIVERSITY OF  
GEORGIA

By: 

Name: Tom JACKSON

Title: VP for Public Affairs, UGA