



October 17, 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 DISH Network L.L.C., a Colorado limited liability company ("DISH"), and the Board of Regents of the University System 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.

The term of this Agreement shall commence as of the Effective Date and shall expire December 31, 2014 (the "Term").

Pursuant to Section 325(b) of the Act and the rules and regulations promulgated thereunder, Station Owner hereby grants its consent to DISH to receive and retransmit in the Atlanta, Georgia DMA and the Greenville-Spartanburg, SC-Asheville, NC DMA the primary channel of Station's digital signal (the "Signal") via the distribution system owned, operated or otherwise accessed by DISH and/or DISH's affiliates (the "DISH System") for the Term of this Agreement, and subject to the provisions of this Agreement.

Provided that Station Group, at its sole cost, delivers a "good quality signal" (as defined in the FCC rules) at DISH's local receive facility (the "LRF") for the Atlanta, Georgia DMA, DISH agrees to retransmit the Signal in standard-definition format via the DISH System into the Atlanta, Georgia DMA (or such portion thereof covered by the DISH satellite spot-beam for such DMA) within forty-five (45) days following the date on which DISH confirms receipt of the Signal at such LRF.

Additionally, Station Owner acknowledges that DISH 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 DISH of any plan to broadcast the Signal in HDTV format.

No license fees shall be payable by DISH with respect to DISH'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,

DISH NETWORK L.L.C.

By: 

Name: Dave Small

Title: SVP-Programming



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: VICE PRESIDENT for PUBLIC AFFAIRS