

## RETRANSMISSION CONSENT AGREEMENT

CoMPAS Cable ("Cable Operator") and Long Communications, LLC dba: WHKY-TV ("Broadcaster") enter into this Retransmission Consent Agreement ("Agreement") as of December 18, 2020 ("Agreement Date").

1. **Grant of Rights; Carriage.** Broadcaster grants to Cable Operator the non-exclusive right during the Term to retransmit the Digital Signal on each System, subject to the terms and conditions of this Agreement. Cable Operator shall retransmit on the System, at its own expense, the Digital Signal in its entirety without alteration, deletion or delay, except as may be required by FCC regulations, and except as otherwise permitted under this Agreement.
2. **Term.** The term of this Agreement shall commence on the Agreement Date and shall continue through December 31, 2023 ("Term") unless earlier terminated under this Agreement. Thereafter, this Agreement shall automatically renew for 3 years, if not terminated upon 60 days notice.
3. **Delivery and Carriage Obligations – Digital Signal.**
  - (a) **Delivery of Digital Signal.** Broadcaster, at its own expense, shall deliver a good quality Digital Signal to each System headend, consistent with FCC standards applicable to digital must carry stations. Upon request of either party, the parties will negotiate in good faith alternative delivery methods, for example, a direct fiber connection to the Station's transmitter site. A party shall not unreasonably refuse or delay implementation of an alternative delivery method.
  - (b) **Carriage.** Cable Operator may remodulate the Digital Signal and statistically multiplex the Digital Signal with other digital signals within a single 6 MHz channel. Any remodulation by Cable Operator shall not materially degrade the video and audio quality of the Digital Signal. Cable Operator shall retransmit the Primary Digital Signal on the Basic Tier in each System in a manner and quality at least equal to that of other commercial digital broadcast signals carried on the System.
  - (c) **Channel Placement.** Cable Operator shall carry the Primary Digital Signal on the channel specified on Exhibit A, which shall be a single channel dedicated solely to the full-time retransmission of the Primary Digital Signal.
  - (d) **HD Feed.** On any System that retransmits any commercial broadcast station in high definition format, Cable Operator may retransmit the HD Feed of each Station. Cable Operator shall carry the HD Feed on the channel specified on Exhibit A, which shall be a single channel dedicated solely to the full-time retransmission of the HD Feed. Cable Operator may retransmit the HD Feed in a manner and quality at least equal to that of other commercial digital broadcast signals carried on the System.
  - (e) **Multiplexed Programming.** If Broadcaster begins to transmit Multiplexed Programming within the Digital Signal, Broadcaster shall provide Cable Operator at least 60 days prior notice. Carriage by Cable Operator of Multiplexed Programming in addition to the Primary Digital Signal shall be in accordance with

this Agreement, subject to the prior consent of Cable Operator. Cable Operator shall not unreasonably withhold or delay such consent. Cable Operator shall place any Multiplexed Programming retransmitted under this Agreement on a digital tier of service where Operator carries multiplexed programming of other commercial broadcast stations. Cable Operator may, but shall not be obligated to, convert any Multiplexed Programming to analog format. Cable Operator shall not be required to carry any multiplexed programming which substantially consists of a home shopping/merchandising service or other similar material or content which directly solicits viewers to purchase a product or service.

- (f) **Programming Guides.** If Cable Operator maintains an electronic programming guide over which Cable Operator has editorial control, the program schedule for the Digital Signal shall be included in such guide in a manner reasonably comparable to the programming schedules of other digital broadcast signals distributed by the System.
- 4. **Copyrights.** Carriage of the Signal shall not convey the copyrights of or to the underlying programming transmitted by Station. It shall remain the obligation of Cable Operator to ensure that Cable Operator's retransmission of all copyrighted programs included in the Signal is appropriately licensed for retransmission on the Systems.
  - 5. **Unauthorized Use.** Cable Operator shall not, and shall not permit any person to, record, copy, or duplicate any portion of the Signal without Broadcaster's prior written consent. This restriction shall not apply to the lawful use of home recording devices such as VCRs and DVRs.
  - 6. **Representations and Warranties.**
    - (a) **Cable Operator.** Cable Operator represents and warrants that: (i) Cable Operator owns, leases, manages or otherwise controls or possesses the Systems; (ii) Cable Operator has all necessary authority to enter into this Agreement and this Agreement shall constitute a binding obligation of Cable Operator; and (iii) the person executing this Agreement is an authorized representative of Cable Operator and has authority to bind Cable Operator to this Agreement.
    - (b) **Broadcaster.** Broadcaster represents and warrants that: (i) Broadcaster owns or controls Station; (ii) Broadcaster holds all necessary licenses and authorizations to transmit the Signal; (iii) Broadcaster has all necessary authority to enter into this Agreement and this Agreement shall constitute a binding obligation of Broadcaster and the applicable Station; and (iv) the person executing this Agreement is an authorized representative of Broadcaster and has authority to bind Broadcaster to this Agreement.
  - 7. **Indemnification.**
    - (a) **Indemnification of Cable Operator.** Broadcaster shall indemnify and hold harmless Cable Operator, its affiliates, owners, officers, directors, and employees from and against, any and all losses, claims, actions, damages and liabilities

(collectively, "Losses" and, individually, a "Loss") that arise out of: (i) any breach of this Agreement by Broadcaster or Station; or (ii) the content of programming contained in the Signal or Cable Operator's carriage thereof, including, without limitation, any Loss arising out of libel, slander, defamation, indecency, obscenity, invasion of right of privacy or infringement or violation of copyrights by Broadcaster or Station. Losses shall include any and all legal, accounting and other fees, costs and expenses reasonably incurred by any of them in connection with investigating, mitigating or defending any such Loss.

- (b) **Indemnification of Broadcaster.** Cable Operator shall indemnify and hold harmless Broadcaster, its affiliates, owners, officers, directors, and employees from and against, any and all Losses which are sustained or incurred by or asserted against any of them that arise out of: (i) any breach of this Agreement by Cable Operator; or (ii) the content of any programming or other information inserted in the Signal by Cable Operator's, including, without limitation, any Loss arising out of libel, slander, defamation, indecency, obscenity, invasion of right of privacy or infringement or violation of copyrights related to the inserted programming or information.

8. **Default and Termination.** A default shall occur if a party fails to comply with any material term of this Agreement. If a default continues for thirty days after receipt by the defaulting party of written notice of default, then, in addition to all other rights and remedies, the nondefaulting party shall have the right to suspend its performance or retransmission consent under this Agreement, as applicable, until such default or failure is remedied, or to terminate this Agreement. Notwithstanding any other provision in this Agreement to the contrary, and except for the indemnities set forth in Section 7, neither Broadcaster nor Cable Operator shall be liable to the other party for incidental, consequential or special damages (including, but not limited to, loss of profits or revenues, or damages to or loss of personal property) in any cause of action arising out of, related to, or in connection with a breach of this Agreement.
9. **Taxes.** Broadcaster shall not be liable for any federal, state or local taxes, or franchise fees payable to local franchising authorities or other governmental entities based upon Cable Operator's carriage of the Signal.
10. **After-acquired Systems.** If Cable Operator acquires other systems within the service area of any Station, Cable Operator may add the after-acquired system to this Agreement by delivering to Broadcaster an updated Exhibit A. The after-acquired system will then be considered a System under this Agreement.
11. **EAS.** Unless agreed in writing between Cable Operator and Broadcaster, nothing in this Agreement shall restrict the transmission by either party of emergency messages consistent with federal, state, or local laws, regulations, or franchise agreements.
12. **Notices.** Any notices required by this Agreement shall be in writing and shall be deemed given when delivered to the applicable address below as follows: (i) upon delivery when sent by hand-delivery; (ii) upon delivery when sent by certified or registered mail, return receipt requested; (iii) upon delivery and confirmation via telephone, when sent by facsimile; or (iv) upon delivery when sent by courier or express mail service. A party may change its address for purposes of notice by giving notice of the change in accordance with this Section.

If to Broadcaster:

Long Communications, LLC  
dba: WHKY-TV  
PO Box 1059  
Hickory, NC 28603-1059  
Fax: 828-485-5559  
Attn: Jeff Long, Member-Manager

If to Cable Operator: CoMPAS Cable  
PO Box 3448  
Morganton, NC 28680  
Attn: Greg Branch, General Manager  
Fax: 828-432-2523

13. **Miscellaneous.**

- (a) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior or contemporaneous written or oral understandings or agreements between the parties. The parties may amend this Agreement only in writing signed by both parties.
- (b) **Binding Effect; Assignment.** This Agreement shall bind and benefit the parties and their respective successors. A party shall provide the other party with 30 days prior notice of any assignment of this Agreement.
- (c) **Force Majeure.** Any delay or other failure to perform due to circumstances beyond a party's control shall not result in a default of this Agreement. Each party shall exercise reasonable efforts to cure any nonperformance resulting from circumstances beyond that party's control.
- (d) **Relationship of the Parties.** Nothing in this Agreement shall create any joint venture or principal-agent relationship between Broadcaster and Cable Operator. No subscriber shall be deemed to have any direct or indirect contractual relationship with Broadcaster by virtue of this Agreement, nor shall any subscriber be deemed to be a third party beneficiary of this Agreement.
- (e) **Grant of limited retransmission rights.** This Agreement: (i) conveys to Cable Operator only those rights that are expressly stated; all other rights not specifically granted are reserved to Broadcaster; and (ii) conveys to Broadcaster only those rights that are expressly stated; all other rights not specifically granted are reserved to Cable Operator.
- (f) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.
- (g) **Governing law.** This Agreement shall be governed and construed under applicable provisions of the Communications Act of 1934, as amended, FCC regulations, and the laws of the state incorporation or organization of Cable Operator.



- (h) **Execution and Delivery.** This Agreement may be signed in counterparts and delivered by facsimile, each of which shall be deemed an original and all of which taken together shall constitute one agreement.

14. **Additional Definitions**

- (a) "Basic Tier" means the tier of service received by all Subscribers that includes all local broadcast signals.
- (b) "Digital Signal" means the digital broadcast signal of Station that complies with applicable industry standards and FCC regulations. The Digital Signal shall include program-related material, as defined under FCC regulations, and all information necessary to identify and tune the Digital Signal.
- (c) "HD Feed" means a Station's programming stream broadcast in high definition format that includes high definition broadcasts of programming contained in the Primary Digital Signal.
- (d) "Multiplexed Programming" means discrete video programming channels in the Digital Signal in addition to the Primary Digital Signal.
- (e) "Primary Digital Signal" means the primary programming channel in the Digital Signal that includes substantially all newscasts and other local and syndicated programming supplied by the Station.
- (f) "Station" means the commercial broadcast station or stations controlled by Broadcaster and set forth in Exhibit A.
- (g) "Subscriber" means a residential or commercial account authorized to receive cable service on a System.
- (h) "System" means each of Cable Operator's cable television systems listed on Exhibit A.

The parties executed this Agreement as of the Agreement Date.

**BROADCASTER:**

By: \_\_\_\_\_

Name: Jeff Long

Title: Member Manager

**CABLE OPERATOR:**

By: \_\_\_\_\_

Name: Greg Branch

Title: General Manager

**EXHIBIT A**

**Systems and Stations**

Cable System (location of headend)	Station (call letters)	Primary Digital Signal Channel Position	HD Feed Channel Position	Multiplexed Programming Channel Position
Morganton, NC	WHKY-TV 14.1 (Primary Channel)	14	805	116.5
Morganton, NC	WHKY-TV 14.2	142		119.11
Morganton, NC	WHKY-TV 14.3	152		116.11
Morganton, NC	WHKY-TV 14.4	153		116.21