

NBCUniversal

NBC Affiliation Agreement Proposal

WTVA, Inc.

December 5, 2014

The following represents the terms to which WTVA, Inc., ("WTVA") and the NBC Television Network, a division of NBCUniversal Media LLC agree to amend and extend the affiliation agreement dated January 1, 2003, as amended, between WTVA and NBC (the "Agreement"), regarding the NBC affiliation of television station WTVA-TV in the designated market area of Tupelo, Mississippi.

- Affiliate:** WTVA, Inc., 1359 Beech Springs Road, Saffilo, MS 38866
- Contact:** Ms. Jane Spain, President & CEO, (662) 842-7620, janes@wtva.com
- Station & DMA:** WTVA / Columbus-Tupelo-West Point, Mississippi
- FCC Licensee:** WTVA, Inc.
- Term:** Commencing January 1, 2015 and terminating December 31, 2018
- Programmed Time Periods:** Consistent with current practices, subject to changes from time to time at NBC's discretion.
- Program Clearance:** Full, in pattern clearance of all NBC Network programming, including, prime time programming, Specials and Sports programming. Except for the below Preemption Baskets, clearances are subject only to preemptions strictly in accordance with FCC rules and regulations. Station to reimburse NBC for lost network gross ad revenue for any non-clearances, except for those preemptions done in accordance with FCC rules and regulations.
- Preemption Baskets:** Prime Time: [REDACTED] Hours per calendar year
Sports: [REDACTED] Hours per calendar year
- Distribution/ Waiver Fee:** Participation as set forth in the Distribution Contribution Agreement at annual rate of [REDACTED]
- Inventory Management Plan:** Participation per the IMP agreement at the total annual rate of [REDACTED] (the "IMP Fee"), payable in equal installments by the end of each month.
- News Channel Fee:** Participation as set forth in the NBC News Channel Agreement at total annual News Channel Fee of [REDACTED] (Membership Fee of [REDACTED] and Sports Fee of [REDACTED]), payable in equal installments by the end of each month, plus any customary Special News Service Charges for additional services requested by Station.
- Olympic Contribution:** Participation in the Olympic plan as originally set forth in the 2011 Olympic Amendment at the existing total annual rate of \$[REDACTED], payable in equal installments by the end of each month.
- NFL Contribution:** Participation in the 2014 NFL plan at an annual rate of \$[REDACTED].

**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) 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:

NBC and Station agree to use on-air promotion, unified graphic design and use of the NBC Peacock logo and identification which must be compliant on-air with published regulations, in a cooperative effort to brand as a NBC Station in accordance with NBC's requirements.

Promotion:

Station shall contribute a total of the greater of [redacted] or [redacted] of total gross rating points per year of Network promotion (minimum of [redacted] and a maximum [redacted] allocated to NBC prime). Station shall provide NBC with appropriate documentation quarterly to substantiate GRP delivery. Station shall participate in the year-round "Swap" program.

**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) was carrying Station's signal as of April 1, 1993, or (c) 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. 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.

Non-Duplication:

Simultaneous affiliate broadcast non-duplication protection within Station's DMA per FCC regulations.

MVPD Retransmission

Consent Fees:

On all existing and future MVPD deals for carriage of Station's signal that contains NBC Programming, Station agrees to pay NBC the amounts as set forth in the attached Schedule I during the Term hereof.

**Digital Programming/
Spectrum:**

Station shall carry on its primary television service the digital feed of NBC Programming as and in the technical format provided by NBC consistent with the ATSC standards (including successor technology standards as anticipated and adopted as ATSC 3.0), give the highest statistical multiplex priority to NBC Programming and allocate for the NBC feed a nominal bit rate of at least [redacted] Mbps and a minimum bit rate of at least 6 Mbps. Further, Station will include with the NBC Programming all "program-related material" without alteration and as approved by NBC (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 as has been agreed by a majority (calculated by DMA percentage) of NBC affiliated television station, (xi) other material as may be provided by NBC that is necessary to provide the Network Digital Feed, (xii) information and material directly associated with specific network commercial advertisements contained in the network programs included in the Network Digital Feed, and (xiii) information and material designed to promote network programming. In the event that NBC proposes that a Station carry any other multiplexed programming or ancillary data that is not program-related material, Station agrees to negotiate in good faith with NBC regarding the terms pursuant to which such multiplexed programming or ancillary data may be carried. NBC hereby propose Station carry COZI-TV on its multiplex channels and Station agrees to discuss and negotiate in good faith the carriage of COZI-TV with the NBC Owned Televisions Station Group.

Assignment: Station may not assign or transfer this agreement without the prior written consent of NBC. 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.

Confidentiality: Station agrees to keep the terms and conditions of this term sheet and any resulting agreement between the parties strictly confidential except as may be required by law. Further, Station agrees not to publicly announce the affiliation agreement without the prior written consent by NBC.

Additional Terms The parties will negotiate and execute a definitive agreement which will include the terms set forth above as well as the terms and conditions generally included in the NBC Network Affiliation Agreements.

The foregoing terms and those terms provided in the 2003 Agreement shall be binding upon full execution hereof. In the event of any discrepancy between the foregoing terms and the 2003 Agreement, the foregoing terms herein shall control.

SCHEDULE I
Retransmission Fees

Station shall pay NBC a retransmission consent fee (the "Station Retrans Fee") equal to the amounts below for each MVPD subscriber in Station's DMA on a monthly basis receiving Station's signal containing NBC Programming:

Minimum Flat Fee

- 2015: \$[REDACTED]
- 2016: \$[REDACTED]
- 2017: \$[REDACTED]
- 2018: \$[REDACTED]

For out-of-market subscribers receiving Station signal containing NBC Programming pursuant to rights granted to Station under the Agreement with respect to "significantly viewed" or "grandfathered systems" and in accordance with the FCC Rules, Station Retrans Fee shall be equal to [REDACTED] percent ([REDACTED]) of the monthly retransmission consent fees per out-of-market subscriber throughout the duration of the Term hereof.

Station shall remit payment for the Station Retrans Fees set forth herein on a monthly basis, net sixty (60) days, and provide NBC with a signed affidavit and accounting statement setting-forth the total number of subscribers and retransmission fees owed to Station during such month. Station agrees to provide NBC with a signed affidavit setting forth the commencement and expiration dates of each MVPD carrying the NBC programming stream, the total number of subscribers and the average retransmission consent fee charged by Station for the NBC programming stream; provided, that such information may be set forth therein on blind and coded MVPD identity basis. If there is any restriction in Station's current MVPD retransmission consent deals prohibiting Station from providing NBC with such information, Station agrees to use commercially reasonable efforts to negotiate and obtain the right to provide NBC with this information during the Term hereof. Station hereby represents and warrants to NBC that Station current monthly total of MVPD subscribers equals [REDACTED] ([REDACTED] in market and [REDACTED] out of market).

NBC shall have reasonable audit rights with respect to such retransmission consent fees.

WTVA, Inc.

NBC TELEVISION NETWORK,
a division of NBCUniversal Media, LLC

By: Jane Spain
Name: Jane Spain
Title: President & CEO

By: Jean M. Dietze
Name: Jean M. Dietze
Title: Executive Vice President,
Affiliate Relations