

TELEVISION AFFILIATION AGREEMENT
HSN

This Television Affiliation Agreement (this "Agreement") is made as of the 31st day of January, 2017 between HSNi, LLC ("HSN") and KMYA, LLC ("Affiliate"), licensee of the digital Class A television station listed on Exhibit I which is attached hereto and incorporated herein by reference (and may be amended by mutual written agreement of Affiliate and HSN from time to time) (the "Station"), relating to the Station's broadcast of HSN's television programming of the presentation and sale of products and services offered by HSN currently branded as "HSN", as such programming may be revised from time to time at the sole discretion of HSN (hereinafter, together with the Program-Related Material (defined in Section 6.b. below) and (as applicable) the Dedicated Number (defined in Section 6.c. below), the "Service").

1. FIRST CALL. Affiliate desires to broadcast the Service from the Station. Therefore, HSN will offer Affiliate the Service to be broadcast in the Nielsen Station Index Designated Market Area ("DMA") to which the Station is licensed by the Federal Communications Commission ("FCC"). HSN reserves the right to air portions or all of the Service on other television stations located within and without the Station's licensed DMA. Affiliate understands and agrees that HSN may also authorize carriage of any programming services delivered by HSN by any means of transmission including, but not limited to, broadcast television, cable television, secondary transmissions, direct broadcast satellite service, KU-Band service, private or master antenna cable services, Internet Protocol ("IP") and similar video or audio transmission services including those which serve communities located within the Station's DMA. HSN reserves the right to change the Service without affecting Affiliate's obligations hereunder provided that the Service shall continue to be predominantly television retail programming.

2. ACCEPTANCE. The parties acknowledge and agree that an express condition precedent to the effectiveness of this Agreement is that each party must execute and deliver this Agreement.

3. COMMENCEMENT. Affiliate shall cause the Station to commence broadcasting the Service upon the date as listed on Exhibit I (with written verification to HSN of such commencement and such date of initial broadcast being the "Commencement Date"). The schedule for broadcasting the Service is set forth in Schedule A, which is attached hereto and incorporated herein and may be amended by mutual written agreement of Affiliate and HSN from time to time.

4. TERM.

- a. **Term.** This Agreement has an initial term commencing on the Commencement Date listed on Exhibit I, and it shall continue for one (1) year thereafter, unless terminated earlier in accordance with the terms and conditions of this Agreement. This Agreement shall automatically renew for successive one (1) year terms, unless either party, at least ninety (90) days prior to expiration of the then current term, provides the other party written notification that it will not accept a further renewal. If either party defaults in the performance of any of its material obligations in this Agreement, and such default is not cured within thirty (30) days after receipt of written notice thereof, then the non-defaulting party may, in addition to any and all other rights which it may have against the defaulting party(s), terminate this Agreement in its entirety.

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- b. **Incentive Auction and Spectrum Reallocation.** Notwithstanding the foregoing, the Agreement may be terminated by either party upon at least thirty (30) days prior written notice, in the event that Affiliate, pursuant to the spectrum incentive auction as authorized by the Middle Class Tax Relief and Job Creation Act of 2012: (i) discloses publicly that Affiliate has contributed a Station's channel bandwidth to the spectrum incentive auction; (ii) does not receive a full 6 MHz channel for a Station following a repack/realignment of television stations in such Station's(s') DMA; or, (iii) elects to share a Station's channel with another station that contributed its channel in the spectrum incentive auction.
- c. **Effects of Termination.** Upon termination of this Agreement in accordance with the terms hereof, the consent granted to broadcast the Service shall be deemed immediately withdrawn consistent with the scope of such termination. Termination of this Agreement shall not relieve a party of any of its liabilities or obligations under this Agreement, which shall have accrued (or that relate to the period) on or prior to the date of such termination.

5. PROGRAM DELIVERY. HSN will deliver the Service at HSN's cost by means of one or more domestic communications satellites, for reception by the Station at the Station's satellite earth station. HSN shall keep Affiliate reasonably apprised of both the satellite and transponder being used for such delivery. Affiliate shall be obligated to process and broadcast the Service over the Station's facilities.

6. PROGRAM CARRIAGE.

- a. **Broadcast In Entirety; Proposed Change In Format Or Network.** Affiliate shall cause the Station to broadcast from the channel position identified on Exhibit 1 the Service in its entirety without any editing, delay, addition, alteration or deletion, including, without limitation, all network identifications, all promotional material, all copyright notices, all credits and billings, and any other proprietary material of any kind or nature included therein excepting: (i) the Station's identification as and to the extent required pursuant to 47 CFR §73.1201 of the FCC's current rules and regulations, and (ii) public announcements as may be required by federal, state or local authorities for emergencies or by applicable law. In the event that a programming format change should occur during the term of this Agreement, the parties agree that all references herein to Service shall continue to apply to the revised programming service.
- b. **Digital Television Broadcasts.** Affiliate shall cause the Station to dedicate a minimum of [REDACTED] Mbps data capacity on the Station's digital broadcast spectrum to broadcast the Service. The Service shall be broadcast in 16x9 standard definition format (i.e., 480i) without any signal impairments (signal impairments include, but are not limited to, degradation of the signal-to-noise ratio, macro-blocking, aliasing, quantization noise, pixelization, posterization, "Gibbs" (mosquito) effect, quilting, loss of resolution, loss of chrominance, luminance or dynamic range, blurring, or introduction of video or audio noise). The signal quality of the Service as transmitted by Station shall generally equal or exceed the industry-standard quality for digital programming services broadcast of a high definition or a standard definition format (as applicable). As used herein, "Program-Related Material" means the following content, data or information (to the extent transmitted concurrently or substantially with the Service): (i) closed captioning information, (ii) program identification codes, (iii) the FCC redistribution control descriptor and other such protection systems, (iv) programs ratings information, (v) alternative language feeds related to the programming, (vi) programming, data and other enhancements which are related to the programming and network advertisements provided in the Service, (vii) such other material as may be provided by HSN that is necessary to provide the Service, (viii) information and material directly associated with specific products contained in the network programs included in the Service, (ix) information and material designed to promote HSN programming, and (x) any other

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data required to be carried by the rules and regulations of the FCC. Affiliate represents, warrants and covenants to HSN that, during the term of this Agreement, any digital television channel/sub-channel upon which the Service shall be broadcast is not now and shall not be subject to or included within a retransmission consent arrangement or other carriage arrangement with any multi-channel video programming distributor.

- c. **Graphic Overlay Equipment.** HSN shall provide to Affiliate for use at the Station (as listed on Exhibit 1), at no cost to Affiliate, the necessary equipment (including hardware and software) (the "Equipment") for use at the Station's facilities for the insertion of a specific telephone number (as selected by HSN) on the Service (the "Dedicated Number"), by which households of that Station may order merchandise. Title to the Equipment shall transfer to Affiliate upon delivery to Affiliate. It shall be Affiliate's responsibility and obligation to insert such Dedicated Number within five (5) days of delivery of the Equipment to the Station at such physical location. Affiliate shall cause the Station to maintain and repair the Equipment at Affiliate's sole cost. Affiliate hereby acknowledges that different graphic overlays may be needed for the following types of television formats: analog, digital and HDTV. Affiliate acknowledges and agrees that the Equipment is to be utilized jointly for Affiliate's broadcast of the Service from Affiliate's sister station KFDF-CD. Affiliate agrees that it will follow all verbal and written instructions of HSN staff regarding the use of graphic overlays.
- d. **High Definition Digital Television Broadcasts.** High Definition Digital Television ("HDTV") is defined as a television format using a minimum of 4 Mbit/s of bitstream space with (i) a 16 to 9 height aspect ratio, (ii) screen resolution of 1080 x 1920p or 720 x 1280p, and (iii) 5.1 digital surround sound (or any similar successor format). If HSN requests Affiliate to broadcast an HDTV feed of the Service, Affiliate agrees, to negotiate in good faith with HSN regarding the terms under which such programming would be broadcast. Under this Agreement, if Affiliate allows for the broadcast of an HDTV programming of another programming provider in the same line of business as HSN (such as an electronic retailing programming network, televised shopping programming network or other form of televised shopping service) on the same channel or on another affiliated channel in the DMA of the Station, Affiliate agrees, at HSN's option, to carry HSN's HDTV programming on a Comparable Basis. In this paragraph, "Comparable Basis" means that the price and terms will have substantially comparable economic benefit as the price and terms set forth in the competitor's agreement.

7. COMPENSATION.

- a. HSN will compensate Affiliate for its broadcast of the Service as set forth in Schedule B to this Agreement, which is attached hereto and incorporated herein.
- b. Affiliate will submit no later than the tenth day of each month an affidavit to HSN, confirming Affiliate's broadcast of the Service from the Station in accordance with the terms of this Agreement during the preceding month and also listing any occurrences (along with the duration of occurrence(s)) in which the Station was not broadcasting the Service in accordance with this Agreement.
- c. HSN reserves the right to reevaluate and change at anytime Affiliate's compensation for the Station as set forth herein by notice to Affiliate in writing to such effect. Any increase in Affiliate's compensation will become effective on the date specified in HSN's notice to Affiliate. Should HSN decrease Affiliate's compensation by an amount of 5% or more below that set forth herein for the Station, HSN will notify Affiliate in writing at least sixty (60) days prior to the effective date of such reduction, and Affiliate, may, if it elects, terminate this Agreement as of the effective date of

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such reduction by giving HSN written notification of such election within thirty (30) days after receipt of HSN's notification to Affiliate of such reduction.

- d. HSN reserves the right to reevaluate and reduce at anytime Affiliate's compensation as set forth herein if HSN determines that the broadcast signal emanating from the Station is experiencing material interference from other broadcast stations or from any other source. Notwithstanding anything contained in paragraphs 7.c. or 11, should HSN decrease Affiliate's compensation for the Station, HSN will notify Affiliate in writing at least ten (10) days prior to the effective date of such reduction, and Affiliate, may, if it elects, terminate this Agreement as to the Station as of the effective date of such reduction by giving HSN written notification of such election within five (5) days after the date of receipt of HSN's notification to Affiliate of such reduction. Affiliate agrees that HSN will have sole discretion in determining if such interference is "material."

8. PROMOTION. Affiliate shall, at no additional cost to HSN and at HSN's election, promote the Service with the airing of at least four (4) thirty-second Service-related spots per day between the hours of 6 a.m. and 12 a.m. on the Station's subchannels except (a) any subchannel subject to a retransmission or must-carry arrangement with a subscription-based television programming services provider, or (b) the subchannel which carries the Service, provided that such airings are technically feasible and permitted on any such subchannels of the Station. Such spots shall be produced by HSN and delivered to Affiliate at the Station solely at HSN's cost.

9. HSN MARKS. During the term of this Agreement, HSN hereby grants to Affiliate the non-exclusive right and license to use HSN Marks (as defined below) to market, promote and advertise that the Service is distributed on the Station by Affiliate; provided that each such use is subject to HSN's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. Affiliate will submit to HSN for approval in representative form, any of Affiliate's promotional materials mentioning or using HSN Marks (other than materials provided by HSN to Affiliate, if any). HSN's approval will be deemed withheld if not specifically given in writing. Affiliate acknowledges and agrees that any and all of HSN's names, trade names, service marks, trademarks and/or logos (including the names, titles, or logos of certain programs that appear in the HSN Program Service) (collectively, the "HSN Marks") are the exclusive property of HSN (or HSN's affiliated companies) and that Affiliate has not and will not acquire any proprietary rights in the HSN Marks by reason of this Agreement or otherwise except as expressly set forth in this Agreement. Except as expressly set forth in this Agreement, Affiliate will at no time adopt or use without HSN's prior written consent, any variation of the HSN Marks or any work or mark likely to be confused with HSN Marks. Any and all goodwill arising from Affiliate's use of the HSN Marks shall inure solely to the benefit of HSN (or HSN's affiliated companies).

10. FAILURE OF PERFORMANCE. Neither Affiliate nor HSN will incur any liability hereunder because of HSN's failure to deliver or Affiliate's failure to broadcast the Service due to labor disputes, satellite transmission problems, IP transmission problems, or other causes beyond the reasonable control of HSN or Affiliate.

11. CHANGES IN STATION FACILITIES. Affiliate will within at least five (5) days of the filing of any application with the FCC, notify HSN in writing of any change in its transmitter location, power, community of license, or frequency of the Station and will notify HSN at least five (5) days prior to any change in hours of operation of the Station. Affiliate will notify HSN within 24 hours of any change in the Station's operating power, transmitter or antenna, any cessation of the Station's broadcast operations and any interference of the Station's broadcast signal from other broadcast stations or from any other source, whether voluntary or involuntary. In the event that HSN determines that such changes lessen the Station's value in terms of carrying the Service, HSN will have the right to unilaterally terminate this Agreement,

with no further compensation being owed thereafter to Affiliate, upon at least ten (10) days prior written notice to Affiliate.

12. TRANSFER AND ASSIGNMENT. Affiliate will not transfer or assign any of its rights or privileges under this Agreement without HSN's prior written consent. Any purported assignment by Affiliate without such consent shall be null and void and not enforceable against HSN. Affiliate will notify HSN within five (5) days after the filing of any application by or on behalf of the Station with the FCC seeking the FCC's consent to the transfer of control of any Station or the assignment of any Station's license. Except for transfers of control and assignments of licenses governed by 47 CFR Section 73.3540(f) of the FCC's current rules and regulations, HSN may terminate this Agreement as to the Station as of the effective date of a transfer of control or assignment upon written notice to the other party. If HSN does not terminate this Agreement, Affiliate agrees that prior to the effective date of any such transfer of control or assignment, it will procure and deliver to HSN, in a form satisfactory to HSN, the agreement of the transferee or assignee to assume and perform this Agreement in its entirety without limitation of any kind. Without limitation to any other provision of this Agreement or to any of HSN's rights or remedies, if, without HSN's prior written consent, Affiliate or the Station enters into any local marketing agreement, time brokerage agreement or similar arrangement or agreement, for any Station HSN will have the right at any time to terminate this Agreement as to any such Station on thirty (30) days' prior notice to Affiliate.

13. LIMITATION ON USE OF THE SERVICE. Affiliate will not authorize, cause, permit or enable anything to be done whereby the Service provided under this Agreement may be used for any purpose other than broadcasting by each Station in the community to which it is licensed, which broadcast is intended for free over-the-air reception by the general public. Affiliate agrees that it will not tape, record or otherwise duplicate the Service for rebroadcast as promotional material without first securing HSN's prior written consent thereto.

14. LICENSES. Affiliate will maintain and shall cause the Station to maintain such licenses and authorizations, including performing rights licenses as now are or hereafter may be in general use by television broadcasting stations and necessary for the Station's broadcast of the Service. HSN will clear at the source any music used on the Service.

15. RIGHT OF PROGRAMMING REFUSAL. Nothing contained herein will be construed to prevent or hinder Affiliate from rejecting or refusing such portions of the Service which Affiliate reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest, or from substituting a program which, in Affiliate's good faith opinion, is of greater local or national importance. Affiliate will provide HSN with written notice of each such preemption, and the justification therefore, at least seventy-two (72) hours in advance of the scheduled telecast, or as soon thereafter as possible. Portions of the Service may be considered unsatisfactory, unsuitable or contrary to the public interest only if: (i) Affiliate reasonably believes that the telecast of the Service would violate any applicable laws, rules, regulations or related published policies; (ii) the Service does not meet customary engineering standards; or (iii) Affiliate reasonably believes that the Service would not meet prevailing contemporary standards of good taste in its community of license of the applicable Station(s). No portion of the Service may be considered unsatisfactory, unsuitable or contrary to the public interest, or of lesser local or national importance, based on program performance or ratings or the availability of alternative programming which Affiliate believes to be more profitable or attractive than the scheduled Service including, but not limited to, infomercials or paid religious programs. Affiliate shall not preempt any portion of the Service to fulfill any required regulatory allocations of broadcasting time, including, but not limited to, candidate equal access which could otherwise be satisfied by running such programming on any applicable Station's subchannel other than the subchannel upon which the Service is broadcast by such Station. Notwithstanding the foregoing, Affiliate may preempt the Service each Tuesday from 7:00 a.m. to 10:00 a.m. (local time) for the airing of children's educational/informational programming of Affiliate's sole discretion which satisfies the

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Station's obligations under 47 C.F.R. 73.671. HSN and Affiliate hereby acknowledge and agree that the Station's carriage of the Service under the terms and conditions contained in the Agreement are of the essence of this Agreement. Therefore, if the Station fails to carry the Service as provided for in Schedule A as a result of Affiliate's breach of this Section 15, Affiliate will immediately fully disclose in writing, disgorge and pay to HSN any and all consideration received by Affiliate relating to the Station's carriage of the substituted programming in place of portions of the Service. Any specific right or remedy provided for in this Section 15 will not be exclusive but will be cumulative upon all other rights and remedies, whether at law or in equity.

16. RIGHT TO ENTER INTO AGREEMENT. HSN and Affiliate each represent and warrant to the other that they have the authority to enter into this Agreement and that there are no restrictions, agreements or limitations on their ability to perform all their respective obligations thereunder. Affiliate further represents and warrants to HSN that Affiliate has been granted full power, authority and legal right throughout the term of this Agreement by the Station to act as agent to conduct negotiations and enter into agreements on behalf of the Station. In addition to Affiliate being responsible to HSN for all of Affiliate's obligations and liabilities under this Agreement, Affiliate also agrees that it shall be responsible to HSN for all obligations and liabilities of the Station under this Agreement

17. ENTIRE CONTRACT; WAIVERS. No inducements, representations or warranties except as specifically set forth herein have been made by HSN or Affiliate. This Agreement constitutes the entire contract between the parties and no provision hereof will be changed or modified except by a written agreement signed by HSN and Affiliate. No provision hereof may be waived unless such waiver is in writing and signed by the party against whom the waiver is asserted. No such waiver will be deemed to be a waiver of any preceding or succeeding breach of the same or of any other provision.

18. INDEMNIFICATION. HSN will indemnify, defend and hold Affiliate harmless against and from all third-party claims, damages, liabilities, costs and expenses arising out of the Station's broadcast of the Service in accordance with this Agreement, provided that Affiliate promptly notifies HSN of any claim or litigation to which this indemnity shall apply, and cooperates fully with HSN, at HSN's expense, in the defense or settlement of such claim or litigation. Affiliate will indemnify, defend and hold HSN harmless from all third-party claims, damages, liabilities, costs and expenses related to or arising out of any actions by Affiliate or any Station related to Affiliate's programming operations or any of Affiliate's obligations, representations and/or warranties under this Agreement, provided that HSN promptly notifies Affiliate of any claim or litigation to which this indemnity shall apply, and cooperates fully with Affiliate, at Affiliate's expense, in the defense or settlement of such claim or litigation.

19. NOTICE. Any notice required to be given hereunder will be in writing and sent via national express mail service or certified United States mail to the appropriate party at the following address, or such other address as may be given by notice hereunder, or by delivering to such party in person at such address:

TO HSN:

HSNi, LLC
Attn: Affiliate Relations
1 HSN Drive
St. Petersburg, FL 33729

With a copy
(which shall
not constitute
notice) to:

Legal Department
HSNi, LLC
1 HSN Drive
St. Petersburg, FL 33729

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TO Affiliate:

KMYA, LLC
P.O. Box 23808
Little Rock, AR 72221-23808
Attn: Larry Morton, President & CEO

Where notice is sent by express mail or certified United States mail under this Agreement, it will be effective on the first business day following the date of mailing, and, if delivered in person, such notice will be effective when so delivered.

20. LIABILITY FOR TAXES. HSN will not be liable for any use, sales, excise, income, franchise, corporate or similar taxes which may be imposed upon or assessed against Affiliate and/or the Station by virtue of its broadcast of the Service. It is understood and agreed by the parties hereto that televised sales of product and merchandise are by HSN and not Affiliate, and HSN will be responsible for the collection of all sales and/or use tax with respect to such sales, where applicable.

21. CONFIDENTIALITY. HSN and Affiliate each agree that it has maintained and its employees will maintain, in confidence, the terms and provisions of this Agreement, as well as all data, summaries, reports or information of all kinds, whether oral or written, acquired or devised or developed in any manner from the other party's personnel or files, and that they have not revealed and will not reveal the same to any persons not employed by the other party hereto except: (A) at the written direction of such other party; (B) to the extent necessary to comply with the law or the valid order of a court of competent jurisdiction, in which event the party so complying will so notify the other party hereto as promptly as practicable (and, if possible, prior to making any disclosure) and will seek confidential treatment of such information; (C) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, and such parent company, auditors and attorneys agree to be bound by the provisions of this Section 21; (D) to an independent auditor or accounting firm in connection with any proceeding or review; or (E) in order to enforce any of its rights pursuant to this Agreement and then it will seek to have this Agreement filed under seal. In the event that Affiliate determines it is required under applicable laws, rules or regulations to make this Agreement available for public inspection (to include any provision of this Agreement to the FCC), Affiliate shall notify HSN in writing of such determination and shall follow HSN's reasonable directions for the redaction of confidential material prior to posting this Agreement for such public inspection.

22. GOVERNING LAW/VENUE. The obligations of Affiliate and HSN are subject to applicable federal, state, and local law, rules and regulations, including, but not limited to, the Communications Act of 1934, as amended, and the rules and regulations of the FCC; and this Agreement, its interpretation, performance or any breach thereof, shall be construed in accordance with and all questions with respect hereto shall be determined by the laws of the State of Florida without reference to any of the State of Florida's choice of law principles. Any legal action or proceeding with respect to this Agreement may be brought only in the courts of the State of Florida located in Pinellas County, Florida or of the United States of America for the Middle District of Florida, Tampa Division and, by execution and delivery of this Agreement, Affiliate hereby accepts the jurisdiction of such courts.

23. VOID PROVISION. If any provision of this Agreement, as applied to either HSN or Affiliate or any circumstances, is found to be against public policy or otherwise void or unenforceable, or in conflict with any applicable federal, state or local law, rule or regulation (including without limitation any rule or regulation of the FCC), then commencing within ten (10) days following such finding, HSN and Affiliate must negotiate in good faith for a period of thirty (30) days regarding a provision to replace the void provision, which provision shall materially meet the intent of the parties as set forth in the void provision and essentially preserve the benefits provided by this Agreement to both parties. If the parties are unable to agree on such a replacement provision for any reason whatsoever, including without limitation due to any

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constraints imposed by any law, rule or regulation, then either party will have the right to terminate this Agreement at any time on at least sixty (60) days' prior written notice.

24. TERMINATION OF AGREEMENT. Upon termination of this Agreement in accordance with the terms hereof, the consent granted to broadcast the Service will be deemed immediately withdrawn and Affiliate will have no further rights of any nature whatsoever in such programs.

25. DISCONTINUANCE OF SERVICE. HSN agrees to notify Affiliate of any decision to discontinue the Service within ten (10) days of such decision. This Agreement shall terminate upon the effective date of such discontinuation.

26. HEADINGS. The headings of the sections of this Agreement are for convenience only and shall not in any way affect the interpretation thereof.

27. MULTIPLE COUNTERPARTS. This Agreement, and any amendments, exhibits or schedules thereto, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each party will receive by delivery or facsimile or other electronic transmission a duplicate original of the Agreement executed by each party, and each party agrees that the delivery of the Agreement by facsimile or other electronic transmission will be deemed to be an original of the Agreement so transmitted.

28. MISCELLANEOUS. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and no prior or contemporaneous statements, discussions, negotiations or understandings shall affect the interpretation or application of the provisions hereof. No amendment, renewal, extension, modification or waiver with respect to this Agreement shall be effective unless it is in writing and executed by the parties (or, in the case of a waiver, by the party against which it is sought to be enforced) and expressly references that it is an amendment, renewal, extension, modification or waiver with respect to this Agreement. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative upon all other rights and remedies allowed at law or in equity. None of the provisions of this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement. Each party acknowledges that this Agreement was fully negotiated by the parties and agrees, therefore, that no provision hereof shall be interpreted against any party because such party or its counsel drafted such provision. Neither party shall issue or make a press release or other public statement concerning this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding on the parties.

AGREED TO:

HSNI, LLC

By: 

Name: Peter Ruben

Title: EVP - Affiliate Relations

Date: 11/30/2017

AGREED TO:

KMYA, LLC

By: 

Name: LARRY E. MORTON

Title: President

Date: 11/31/2017

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TELEVISION AFFILIATION AGREEMENT

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SCHEDULE A

Affiliate agrees to air the Service 168 hours per week on each Station, except for any periods of permitted preemption per the Agreement or for any routine maintenance (provided that such maintenance is scheduled to take place between midnight and 6:00 a.m. local time). This schedule may be amended from time to time by mutual written agreement between HSN and Affiliate.

Schedule is as follows:

Monday – Sunday

24 Hours Per Day



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SCHEDULE B

Affiliate will be compensated as set forth below for airing the Service as outlined in SCHEDULE A:

Commencing on the Commencement Date, provided the applicable Station has commenced broadcasting the Service and is in compliance with the Agreement, HSN will pay Affiliate the Payment (defined hereunder) as detailed on Exhibit 1 on a monthly basis for such Station's performance.

"Payment" is defined as the monthly flat fee (in U.S.\$) as listed on Exhibit 1

HSN will pay the Payment by the thirtieth (30th) day of the following month.

The Payment shall be reduced on a pro-rated monthly basis for the commensurate amount of time during the calendar month the Service is not being broadcast in accordance with the terms of this Agreement.



TELEVISION AFFILIATION AGREEMENT
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EXHIBIT 1

DMA	Station Call Sign	Channel Position	Payment	Commencement Date
Fort Smith-Fayetteville-Springdale-Rogers, AR	KFFS-CD	36.3	██████████	1/15/17

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ADDENDUM TO TELEVISION AFFILIATION AGREEMENT

THIS ADDENDUM ("Addendum") is entered into this 31ST day of JANUARY, 2017, by and between **HSNi, LLC** ("HSN") and **KMYA, LLC** ("Affiliate") and is an Addendum to the Television Affiliation Agreement ("Agreement") dated January 31, 2017.

1. Definitions.

All of the terms used herein which are defined in the Agreement shall have the same meaning herein as in the Agreement unless the context indicates otherwise. All of the terms and conditions of the Agreement shall remain in full force and effect except as otherwise provided herein.

2. Signal Reception Equipment.

Section 6 of the Agreement (entitled "Program Carriage"), the following shall be added as Paragraph e.:

e. Reception Equipment. HSN shall provide to Affiliate one (1) Cisco PowerVu Program Receiver, Model D9850 (the "Receiver") for use at the Station (as listed on Exhibit 1) solely for the reception of the

Service. Title to the Receiver shall transfer upon delivery to Affiliate. Affiliate shall cause each Station to maintain (to include all necessary software licenses) and repair its Receiver at Affiliate's sole cost. Affiliate acknowledges and agrees that the Receiver is to be utilized jointly for Affiliate's broadcast of the Service from Affiliate's sister station KFDF-CD. Affiliate shall follow any written or verbal instructions of HSN staff regarding the use of the Receiver.


3. Authority.

Each of the parties hereby represents and warrants that it has full power and authority to enter into this Addendum to Television Affiliation Agreement and its execution hereof does not constitute a breach under any other contract or obligation to which it is bound.

WHEREFORE, the parties have caused this Addendum to Television Affiliation Agreement to be duly executed as of the dates set forth above.

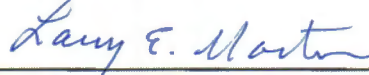
AGREED TO:

HSNi, LLC

By: 
Name: Peter Ruben
Title: EVP - Affiliate Relations
Date: 1/31/2017

AGREED TO:

KMYA, LLC

By: 
Name: LARRY E. MORTON
Title: President
Date: 1/31/2017