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FEB 20 2013

Federal Communications Commission
Office of the Secretary

Gregory L. Masters
202.719.7370
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February 20, 2013

BY HAND

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street SW, Room TW-A325
Washington, DC 20554

Re: Filing Pursuant to § 73.3613
WPTY-TV, Memphis, TN (Facility ID #11907)

Dear Ms. Dortch:

Transmitted herewith on behalf of Nexstar Broadcasting, Inc., the licensee of television station WPTY-TV, Memphis, Tennessee, is a copy of a network affiliation agreement being filed pursuant to Section 73.3613 of the Commission's rules. Proprietary information has been redacted from this copy of the agreement.

Should there be any questions concerning this matter, please contact the undersigned.

Very truly yours,

Gregory L. Masters

Attachment

13557555.1

January 18, 2013

PRIMARY TELEVISION AFFILIATION AGREEMENT

Mr. Perry Sook
Chairman, President & Chief Executive Officer
Nexstar Broadcasting, Inc.
5215 North O'Connor Boulevard, Suite 1400
Irving, TX 75039

TELEVISION STATION: WPTY Memphis, TN

The following shall constitute the agreement (the "Agreement") between American Broadcasting Companies, Inc. ("ABC," "Network," "us" or "we") and Nexstar Broadcasting, Inc. ("you" or "your" or "Nexstar"), for program carriage and promotion on your station, WPTY, Channel 25.1, Memphis, TN ("Station"). Channel 25.1 is WPTY-TV's "Primary Channel" for purposes of this Agreement. We and you hereby mutually agree upon the following plan of Network cooperation. This Agreement shall supersede and completely replace the Primary Television Affiliation Agreement between Station and us dated July 25, 2006. Except as may be provided herein, any other agreements or amendments between you and us, including but not limited to N/AP III, have also terminated.

I. NETWORK AFFILIATION AND PROGRAM SERVICE

A. **Primary Affiliation**. Your Station agrees to serve as our primary affiliate to broadcast Network Television Programs, as hereinafter defined, in the community to which Station is licensed by the Federal Communications Commission ("FCC"), subject to the conditions and limitations set forth herein. This Agreement grants you a license to broadcast ABC's copyrighted Network Television Programs within your community of license and to use ABC's trade names and trademarks, subject to the conditions and limitations set forth herein. As used in this Agreement, "Network Television Program" means the complete television program or series of such programs which is a part of the ABC Television Network schedule to be broadcast on a national television basis in the time period designated for such broadcast in the Station's time zone by ABC, subject to any time period adjustments contained herein. (Network Television Program will also be referred to herein as "Network Programs," "Television Programs," "Programs" or "Programming" or in the singular of such terms.)

B. **First Call Rights**. To enable your Station to serve as our primary affiliate, subject to Section V.I hereof, we agree to offer your Station first call on the right to broadcast Network Television Programs on Station's Primary Channel, and only that channel, against all other television broadcast stations licensed in the community to which Station is licensed by the FCC, during the relevant time period established by ABC for their broadcast in the Station's time zone, for over-the-air reception only by the general public in places to which no admission is charged ("First Call Rights"). Each such offer shall set forth the terms of acceptance. Notwithstanding the foregoing: (i) the First Call Rights granted to your Station hereunder with respect to the Network Television Programs shall relate to the free, over-the-air broadcast only, and shall not extend to, or in any way restrict, any other exploitation by ABC of such Network Television Programs at any time, in any other media anywhere, including Station's community of

license; and (ii) ABC shall have the right to authorize any television broadcasting station, regardless of the community to which it is licensed by the FCC, to broadcast any Network presentation of a subject we deem to be of immediate national significance including, but not limited to, a Presidential address.

1. **First Call Offer.**

a. **Regularly Scheduled Programs.** You agree that, within fifteen (15) days following its receipt of our offer via the Affiliate Communication Systems ("ACS") (or any replacement system) of a First Call Offer to a regularly scheduled Network Television Program, Station will, subject to its clearance obligations as provided in Section I.C.1 below, advise us of any rejection of the Program by sending any two of an email, letter, or facsimile to Station's affiliate relations representative, whose contact information has already been provided. Without such writings, such offer will be deemed accepted. Acceptance by Station of our First Call Offer shall constitute Station's commitment to broadcast the subject Network Television Program(s) in accordance with the terms of this Agreement and the terms of our offer to Station. Broadcast of the Program during the Network designated time period for Station's time zone is referred to herein as "in pattern". Acceptance of a Program, and its complete in pattern broadcast or broadcast otherwise in accordance with the terms of this Agreement and the First Call Offer, is referred to herein as "to clear" or "clearance" of a Program.

b. **Other Programs.** With respect to any Network Program not regularly scheduled or not part of Station's clearance obligations as provided in Section I.C.1 below, Station will advise us of its acceptance or rejection of our First Call Offer within seventy-two (72) hours (exclusive of Saturdays, Sundays and holidays) after such offer has been received at Station. However, if the first broadcast referred to in our offer is scheduled to occur within less than fifteen (15) days after the date of our offer with respect to regularly scheduled Network Programs or less than seventy-two (72) hours after our offer has been received at Station with respect to Network Programs not regularly scheduled, notification of acceptance or rejection of such offer shall be made as promptly as possible, but in no event after the first broadcast time specified in such offer. A failure to advise us of acceptance or rejection of a Program within the applicable time period will be deemed to be an acceptance of the offered Program.

c. **Program Related Material.** This obligation to clear Programs includes, subject to Section H below, the unaltered carriage and pass through of all content, contained in the Network feed, designed to attract and maintain viewership that is associated with Network Programs, commercials and promotional advertisements contained in the Network feed for broadcast by you during Network time periods, including all enhanced or interactive Program content and advertisements (including associated uniform (or universal) resource locators, internet addresses and triggering devices) as well as: (i) closed captioning information, (ii) Program identification codes, (iii) broadcast flags and watermarks, (iv) rating information and data, and (v) secondary audio Programming feeds, including video description, and (vi) any such other material

as ABC may reasonably deem necessary to the delivery or distribution of the Network Programs (all of the preceding sentence collectively referred to herein as "Program Related Material").

2. **Network Program Offerings.** The Station will receive First Call Offers with respect to:

a. **Network Sponsored Programs.** "Network Sponsored Programs," as used in this Agreement, shall mean those Network Television Programs which contain one or more commercial announcements paid for by or on behalf of one or more ABC Network advertisers. Subject to the clearance obligations and exceptions to those obligations in Section I.C.1, below, Station agrees to broadcast Network Sponsored Programs in their entirety, including but not limited to the Network commercial announcements ordered for your Station, Program Related Material, Network identifications, Program promotional material or credit announcements contained in such Programs which Station accepts, without interruption, modification, technical degradation, deletion or addition of any kind (except for local breaking news, emergency notification crawls or insertion of permitted Station advertising). It is also understood that no commercial announcement, promotional announcement or public service announcement will be broadcast by Station during any interval within a Network Program designated by ABC as being for the sole purpose of making a Station identification announcement. Notwithstanding the foregoing, Station may substitute other Network promotional announcements designated by ABC in lieu of promotional material which is inaccurate as it pertains to Station.

b. **Network Sustaining, Cooperative and Spot Carrier Programs.**

i) We will from time to time offer the Station live or recorded Network Television Programs identified as sustaining Programs, cooperative Programs or spot carrier Programs. You agree to broadcast such Programs, subject to the clearance obligations and exceptions in Section I.C.1, which you accept in their entirety, including all Program Related Material, without interruption, modification, technical degradation, deletion or addition of any kind (except for FCC mandated local breaking news, emergency notification crawls or insertion of permitted Station advertising).

ii) The Network sustaining Programs which we may offer to the Station may not, without our prior written consent, be sold by the Station for commercial sponsorship or interrupted for commercial announcements or used for any purpose other than sustaining broadcasting.

iii) The Station may carry the cooperative or spot carrier Programs on the same basis as regular sustaining Programs or you may offer them for commercial sponsorship on terms and conditions specified by us at the time such Programs are offered to you.

C. **Program Clearance.**

1. **Clearance Obligations.** With respect to the existing Network television service, and subject only to the clearance exceptions expressly set forth in this Section I.C.1 including preemptions based upon the FCC's "Right to Reject Rule" (as defined in Section V.C below), failure to broadcast ABC programs due to force majeure events (defined in Section V.E, below), and preemptions set forth on Schedule B, Station shall clear in-pattern all ABC Programs including Program Related Material in all time periods currently scheduled by the Network during the 2011/2012 television season for so long as ABC continues to program those time periods. The parties agree to negotiate in good faith for the clearance of any Programs that may be offered generally to ABC affiliates in time periods that are not currently programmed by Network. The clearance exceptions provided for in this Section I.C.1 are "Authorized Preemptions."

2. **Preemptions.** Station may preempt Network Programs pursuant to the Authorized Preemptions. No other preemptions are authorized. A preemption of less than thirty (30) minutes will be considered as a preemption of the entire half hour. Notice of preemptions pursuant to the Right to Reject shall be made in compliance with Section D.1, below. The acceptance by Network of any offer by Station to broadcast the preempted Program at another date or time ("Makegoods") shall be at Network's sole discretion.

a. **Preemption Reimbursement.** For any preemption of a Network Program supplied pursuant to this Agreement other than Authorized Preemptions, Station will promptly reimburse Network, within thirty (30) days of invoice, an amount equal to the product of: (i) the number of half hour preemptions; (ii) the Station's Hourly Network Reimbursement Rate (as set forth below); and (iii) the appropriate Reimbursement Matrix percentage set forth below.

Preemption Reimbursement Matrix

Prime	[redacted]%
Daytime (including weekends)	[redacted]%
GMA	[redacted]%
Other News Programming	[redacted]%
WNT	[redacted]%
Latenight (non-news)	[redacted]%
Weekend Sports	[redacted]%

Hourly Network Reimbursement Rate:

Memphis $[redacted]

b. **Reimbursement Adjustments.** Commencing with calendar year 2014 and

continuing throughout the remainder of the Term, the Hourly Network Reimbursement Rates shall be adjusted on an annual basis by an amount equal to the product of the immediately preceding year's Hourly Network Reimbursement Rate multiplied by the percentage change in total Network sales revenue (as published by SNL Kagan or another mutually agreed industry source).

c. **Makegood Adjustments.** Subject to the Right to Reject Rule, Station shall make a good faith offer to broadcast a Makegood of the preempted Program. If the proposed Makegood is approved by ABC, the preemption reimbursement payment to ABC will be reduced by the value of the Makegood as determined by ABC.

D. **Failure to Clear Programs.**

1. **Notice.** With respect to Programs already accepted pursuant to the First Call Offer in Section I.B.1, Station shall give us prompt notice of any refusal to broadcast the Program(s), rejection of the Program(s) or substitution of different Program(s) no later than fourteen (14) days prior to the air date of such Programming, except where the nature of the substitute Program or other cause for preemption under the Right to Reject Rule makes such notice impracticable (e.g., coverage of breaking news or other unscheduled events), in which case Station agrees to give us as much notice as is reasonable under the circumstances. Such notice shall include a statement of the reason(s) Station believes that a rejected or refused Network Program is unsatisfactory, unsuitable or contrary to the public interest, and/or the reason why a substituted Program is of greater local or national importance.

2. **First Call Termination - Unauthorized Preemptions.** In addition to all other remedies, we shall have the right, upon fourteen (14) days' notice, to terminate Station's First Call Rights on any individual Program or series of Network Programs already accepted hereunder and withdraw all future episodes of that Program or series of Programs if one or more individual Program episode(s) is pre-empted partially or in its entirety by you for any reason other than (a) Authorized Preemptions or (b) a preemption for which Makegoods are offered by the Station and accepted by ABC.

3. **First Call Termination - Multiple Preemptions.** We shall also have the right, upon fourteen (14) days' notice, to terminate Station's First Call Rights concerning any Program or series of Network Programs already accepted hereunder and to withdraw all remaining episodes of that series for the rest of the then-current broadcast television season if Station fails to clear in pattern three (3) or more individual Program episodes or if the Program is otherwise pre-empted partially or in its entirety by Station three (3) or more times during any consecutive thirteen (13) week period for any reason other than breaking local news or a sustained force majeure event, whether or not such preemptions are for the reasons set forth in Section V.C. However, First Call Rights will not be withdrawn if Station elects to make a good faith offer of a Makegood for the

preempted Program(s), with ABC's consent to such offer not to be unreasonably withheld.

4. **First Call - Future Rights.** Subject to the Right to Reject Rule, we reserve the right not to offer Station First Call Rights for the current and subsequent broadcast seasons on any Network Program or series of Network Programs as to which we have terminated Station's First Call Rights. Network may also refuse to offer Station First Call Rights for the current and subsequent seasons of a Network Program or series of Network Programs if Station has refused or failed to accept or to clear that Program or series of Programs.

5. **Agreement Termination.** A failure to accept a Program or series of Programs pursuant to the clearance obligations set forth in Section I.C.1, above, or failing to broadcast said Program or series in accordance with the Agreement after acceptance, shall constitute a failure to clear the Program. In addition to the measures outlined in Sections D.1-4, above, if Station fails at any time to comply with the Program clearance requirement set forth in Section I.C.1, above (subject to the Right to Reject Rule, force majeure events and preemptions set forth on Schedule B), and we give you written notice of such failure, Station shall have fourteen (14) days following receipt of such notice, as required by Section V.N, below, for the first such failure to return to complying fully with the clearance requirements and to broadcast, if requested by Network, an acceptable Makegood of the affected Program. The cure period will be reduced to seven (7) days for any notices for the next and any subsequent failures to clear. Only one such notice will be given for any specific failure to clear. If by the end of such period, Station fails to return to complying fully with such obligations, we shall have the right, in our sole discretion, to terminate this Agreement upon ninety (90) days written notice.

E. **Local News and NewsOne.**

1. Station agrees to program locally produced news programs of at least one half hour each leading into: (a) ABC's morning news program, (b) ABC's evening news program, and (c) ABC's late night programming. A failure to satisfy this requirement may, at ABC's option, result in a reduction in local inventory or termination of this Agreement after reasonable notice and an opportunity to cure as provided in Section V.P below.

2. Throughout the Term, Station will fully participate in ABC NewsOne (or any successor affiliate newsgathering service) pursuant to the current NewsOne agreement between the parties. The parties hereby agree that the weekly NewsOne fees will remain at the current rate for the Term of this Agreement. If at any time during the Term of the Affiliation Agreement, ABC and the ABC Affiliates Association reach agreement on the terms and conditions of a replacement NewsOne Agreement, Station may elect to opt into the replacement ABC Affiliates Association-approved Agreement with fees for the basic service to be waived. Any special or premium NewsOne services ordered by the Station will remain payable and will be billed separately.

F. Promotion and Branding.

1. **Baseline Promotion Plan.** Station will continue to participate in the Baseline Promotion Plan ("BPP"). Station will provide eleven (11) local commercial spots per week day and five (5) per weekend day (positions and lengths illustrated below) for promotion of Network Programming. Network shall designate the use of such spots. An illustrative initial designation of Network priorities is included below.

ABC Baseline Promotion Weekday Schedule:

Monday-Friday (CT)

5-7am:	2x (:15) supporting GMA 1x (:15) supporting Prime
9am-4pm:	1x (:15) supporting The View 2x (:15) or 1x (:30) supporting Prime
4-6pm:	1x (:15) supporting News 1x (:15) supporting Prime
6-7pm:	1x (:30) supporting Prime
10pm:	1x (:15) supporting Late night
10pm-12am:	1x (:15) supporting Prime

Saturday/Sunday (CT)

9am-6pm:	3x (:15) or 1x (:30) and 1x (:15) supporting Prime
(9am-5pm – Sun)	1x (:15) supporting News
6-7pm:	1x (:30) supporting Prime
(5-6pm – Sun)	

2. **Network Availabilities.** In return for complete participation in the BPP, Station will have access to [redacted] additional thirty-second (:30) Primetime spots per week, as well as the Network's authorization to convert [redacted] current thirty-second (:30) local news brief opportunities in Primetime to local sale ("BPP Incentive Inventory").

3. **Baseline BPP Reimbursement.** In the event Station fails more than three times during a calendar year to comply with the Baseline Promo Plan ("BPP"), and in each of those instances also fails to offer an acceptable Makegood of each missed BPP spot, then: (i) Station shall reimburse to ABC the value of all unaired BPP spots calculated using market rates provided by Spot Quotation and Data Inc. ("SQAD"); (ii) Station shall return the value of any Primetime spots from the Network Availabilities (referenced above) that Station may have sold during the violation period with such value being calculated using market rates provided by SQAD; and (iii) until Station is in full-compliance and has returned value to Network as described above, Station shall not have the right to BPP Incentive Inventory. Value will be returned to the Network in the form of cash receipts. In

the event SQAD data is not available, the value of unaired BPP spots will be calculated using a mutually agreed upon industry source.

4. **Branding.** Station agrees to prominently co-brand with ABC in order to closely link the Station with the Network's identity, consistent with the Network's creative guidelines and specifications. Co-branding encompasses, but is not limited to the inclusion of the ABC corporate logo in Station's local identification, and encompasses all on-air (e.g., during all dayparts, graphics, voice over, etc.) and off-air (e.g., signage, print, cable, radio, outdoor, website and other digital media, etc.) promotion. This limited license to use ABC's trademarks and trade names is subject to the conditions and limitations set forth herein. Usage of the ABC corporate logo and Station's logo must be consistent with Network creative guidelines and specifications and must be approved in advance by ABC Affiliate Marketing. Station will add the ABC logo element to Station's local identification in a phased manner that will be accomplished when the Station makes its next update to its on-air graphic package and its website. Off-air materials will be updated when the Station re-supplies its print, signage or other similar materials.

G. **Program Delivery.** By means satisfactory to us, we will arrange, at our own expense, for Programs to be made available to Station via satellite or other delivery platform or method. We may require that Station purchase the Network approved reception devices, hardware and software, necessary to receive ABC Network Programs for broadcast under this Agreement in accordance with Network's then-current Network-signal reception equipment standards, which standards will be reasonable and consistent with those applicable to Network affiliates generally within each applicable time zone.

H. **Digital Program Transmission.**

1. **Broadcast Standards.** Subject to Station's clearance obligations and the FCC Right to Reject Network Programs, Station agrees to transmit the Primary Digital Feed on Station's Primary Channel, including HDTV programs and Program Related Material contained in the feed, in a technical format consistent with ATSC DTV standards, without alteration, modification, insertion, degradation or down conversion of any type. Notwithstanding the foregoing, it is understood by the parties that Station may utilize commercially available compression technology to compress the Network digital signal so long as, in the reasonable judgment of ABC, it does not degrade the audio or picture quality detectable to viewers utilizing home digital television receivers nor impair the functionality of any program-related material. Moreover, Station may reserve no less than three (3) mbps of digital bandwidth for its own use during network time periods and will otherwise control the use of any bandwidth not otherwise needed to broadcast the Primary Digital Feed and Program Related Material as provided in this section.

2. **Residual Digital Spectrum.** Station agrees not to make any use of its digital spectrum that would interfere with its obligations under the Affiliation Agreement. With respect to any digital broadcast spectrum that is not needed for that purpose or to program non-network time periods on your Primary Digital Channel

("Residual Digital Spectrum"), the Station shall provide Network with reasonable written notice, but in no less than thirty (30) days, prior to adopting any intended use of the Residual Digital Spectrum. Station and Network agree to negotiate in good faith with the respect to acceptance and clearance by Station of any alternative uses of the Residual Digital Spectrum that Network may then offer to Station; provided further no commitment to carry such programming shall be implied by the foregoing. This is not intended to create an option, a right of first refusal or of last negotiation in favor of either party.

I. **Commercial Inventory.** Station will have a Guaranteed Primetime Inventory Level. Subject to adjustment as described below, the Guaranteed Primetime Inventory Level shall be defined as an average of [redacted] per week of Primetime Inventory to be offered for the Term at substantially the same times and durations as in the 2011/2012 television season. The inventory levels are based on: (a) full in-pattern clearance of the Network schedule; (b) the amount of Network Primetime and other daypart Programming scheduled as of the date of this Agreement; and (c) the live clearance of Nightline and JKL. The number of units comprising the Guaranteed Primetime Inventory Level shall be subject to adjustment for: (a) the number of local units in Network Programming that is not cleared by the Station; (b) the number of local units that are lost as a result of sustaining Programming, or special event Programming, run by the Network in lieu of Network Programming that would otherwise bear a more traditional commercial load; (c) the number of local units lost as result of a reduction in the amount of Network Programming that formed the basis for the inventory calculation above; and (d) failure to clear or the cancellation of Nightline (decrease of [redacted] thirty-second primetime incentive units per week) or JKL. In the event that ABC does not offer the Station its Guaranteed Primetime Inventory Level, ABC shall make the Station whole for the then economic value to the Station of any shortfall by, at ABC's option: (a) providing other local commercial availabilities of such value; or (b) adjusting Station's license fee by that amount; or (c) a combination of (a) and (b) that would make the Station whole.

II. TERM

This Agreement shall be effective from January 1, 2013 (the "Effective Date") and continue through and including December 31, 2017 (the "Term").

III. NETWORK NON-DUPLICATION PROTECTION/CABLE RETRANSMISSION

A. **Non-Duplication.** Station shall be entitled to assert Network non-duplication protection against MVPD carriage of other television Stations' digital broadcast of Network Programs, to the extent set out by Section 76.92 of the FCC rules and as follows:

1. The geographic zone of Network non-duplication protection shall be the Designated Market Area ("DMA") (as defined by Nielsen) in which Station is located, or any lesser zone pursuant to any geographic restrictions contained in the FCC rules and regulations, now or as subsequently modified.

2. Network non-duplication protection shall extend only to all Network Programs that Station clears in pattern in accordance with this Agreement. Protection shall

not extend to individually pre-empted Programs of an otherwise cleared series or Programs that Station fails to clear.

3. Network non-duplication protection for Network Programs that Station clears in accordance with this Agreement shall be effective only during the live time period designated by Network for broadcast of the Program in Station's local time zone.

4. You are under no obligation to exercise in whole or in part the Network non-duplication rights granted under this Agreement.

B. **License Fees and Retransmission Consent.** Station shall pay to ABC certain license fees for the Network Television Programs as broadcast on the Primary Channel 25.1, (as defined in Schedule A), pursuant to the terms and conditions set forth on Schedule A, attached hereto and incorporated as though fully set forth herein. Schedule A also sets forth certain terms and conditions regarding Station's consent to the retransmission by MVPDs of Station's signal, including the Network Programming.

IV. CUT-IN ANNOUNCEMENTS

A. **Cut-In Announcements.** "Cut-in announcements," as used herein, shall mean the substitution of a special commercial or promotional announcement in place of a regularly scheduled Network commercial.

1. Upon at least twenty-four (24) hours' notice, you shall, at our request, utilize such personnel and equipment as may be necessary to: (a) broadcast cut-in announcements from Station alone, or (b) originate from Station cut-in announcements to one or more other stations, without regard to whether or not Station is requested to broadcast said cut-in announcement(s). Notwithstanding anything herein to the contrary, you may refuse to broadcast any such cut-in announcement in the community to which Station is licensed by the FCC if, in your opinion, it does not serve in the public interest, convenience or necessity, but you shall nevertheless utilize such personnel and equipment as may be necessary to originate such cut-in announcement(s) from Station to one or more other Network-affiliated stations.

2. Cut-in announcements shall be broadcast only when authorized by us and then only in accordance with the instructions furnished to you. You will be supplied, as promptly as possible, with the material and instructions for these announcements.

3. For each Program during which such cut-in announcements are included, if we have requested your assistance your Station will receive [redacted] hereto, unless the cut-in involves the substitution of Station's local commercial, in which case no compensation or reimbursement will be paid to the Station.

B. **Local Tag Services.** A "Local Tag Announcement," as used herein, shall mean a visual commercial announcement, made by you on behalf of a local dealer of a Network advertiser, which announcement shall not exceed ten (10) seconds within a one-minute Network

commercial announcement or five (5) seconds within a thirty-second Network commercial announcement. You shall project each Local Tag Announcement by means of not more than two (2) slides.

1. Upon at least twenty-four (24) hours' notice, you shall, at our request, utilize personnel and equipment as may be necessary to broadcast Local Tag Announcements.

2. Local Tag Announcements shall be broadcast in accordance with our instructions. The Network advertiser shall supply to you or purchase from you, as promptly as possible, the slide(s) for each Local Tag Announcement. Local Tag Announcements shall not be accompanied by oral announcements unless: (i) directly requested of you by the Network advertiser; and (ii) the Network advertiser has assumed sole responsibility for payment of such oral announcements.

3. For each Program during which Local Tag Announcements are included, station will receive [redacted] hereto.

V. GENERAL

A. Program Substitution. We may at any time, upon notice to Station, substitute for any scheduled Network Program another Network Program, except that if such other Network Program in our judgment involves a special event of public interest or importance, no such notice is required.

B. Program Cancellation. Nothing contained in this Agreement shall prevent or hinder us, nor shall it be construed to prevent or hinder us, at any time upon notice to Station as soon as practicable, from canceling one or more Network Programs, whether sponsored or sustaining, or from cancelling any particular block of Network Programming.

C. Right to Reject. With respect to Network Programs offered or already accepted pursuant to this Agreement, nothing herein contained shall be construed to prevent or hinder Station from exercising its rights under Section 73.658(e) of the FCC rules (the "Right to Reject Rule") to:

1. Reject or refuse Network Programs which Station reasonably believe to be unsatisfactory, unsuitable or contrary to the public interest; or

2. Substitute a Program, which in Station's good faith opinion, is of greater local or national importance.

D. Carriage Reports. Station will submit to us in writing, upon forms provided by us for that purpose, such reports covering Network Programs broadcast by Station as ABC may reasonably request from time to time. To verify your carriage of Network commercial announcements, identifications and Program promotional material as well as verifying Station's compliance with Network's Program bookings and formats, we may require delivery by Station, within five (5) days following our request, copies of your official Station logs, air checks or

broadcast tapes, and we may install at Station, monitoring equipment and attendant software that monitors your Station's broadcast signal.

E. **Force Majeure.** Neither Station nor we shall incur any liability hereunder because of our failure to deliver, or Station's failure to broadcast, any or all Network Programs, including Program Related Material, due to:

1. Failure of facilities;

2. Labor disputes; or

3. Causes beyond the control of the party so failing to deliver or broadcast.

F. **Transmitter Modifications and Changes In Operations.** Station agrees to notify us of any application made to the FCC to modify Station's transmitter location, power, antenna height, frequency or hours of operation within ten (10) days following the filing of such application. In the event that the transmitter location, power, antenna height, frequency or hours of operation of Station, are changed at any time so that Station is of less value to us as a Network outlet than it is as of the effective date of this Agreement including, but not limited to, as a result of additional overlap of Station's broadcast signal with that of another ABC affiliate, we will have the right to terminate this Agreement upon thirty (30) days' advance written notice to Station. However, to the extent that Station is required by the FCC or any other governmental agency to modify its facilities, ABC shall not have the right to terminate this Agreement pursuant to this section due to such modification unless it has a materially adverse effect on Station's Primary Channel.

G. **Time Brokerage/LMAs.** Except upon our prior written consent upon no less than thirty (30) days advance written notice from Station, which consent may not be unreasonably withheld, you agree that Station will not enter into any local marketing, shared services, time brokerage or other similar agreement whereby another party or entity programs the Station, manages it or otherwise materially impacts the operation of the Station. If you or Station enters into such an agreement without our written consent, we shall have the right to terminate this Agreement upon fourteen (14) days' advance written notice.

H. **Assignment.**

1. This affiliation agreement cannot be assigned or transferred without timely written notice to ABC and without the consent of ABC, which consent may be withheld only: (a) if the assignee or transferee controls or is controlled by or is under common control with an entity that distributes 10 or more hours of primetime television programming per week to at least 25 affiliated television licensees in 10 or more states; (b) if the assignee or transferee is not reasonably qualified to own and operate the station; or (c) on the basis of reasonable business concerns that arise from prior commercial dealings of ABC with the assignee or transferee; provided, however, ABC shall not unreasonably withhold its consent to an assignment or transfer in the case of (b) or (c). You shall provide written notice by mail or facsimile to ABC within thirty (30) days following the earlier of the execution of a binding agreement to assign or transfer control of the Station's

broadcast license, or the filing of an application to the FCC to approve a transfer of control, which notice shall include the name of the proposed assignee or transferee. ABC shall have the unilateral right to terminate the Affiliation Agreement if you fail to provide notice of an assignment, transfer or application as provided in this Section.

2. Unless we exercise our right to withhold our consent, the affiliation as per this New Agreement shall be binding on any assignee or transferee of your Station's license, and you agree that you shall not consummate such assignment or transfer of control of your Station's license until you have delivered to us, in form as may reasonably be requested by us, the acknowledgement of the proposed assignee or transferee that, upon consummation of the assignment or transfer of control of your Station's license, the assignee or transferee will assume and perform the affiliation agreement per this New Agreement in its entirety without any limitation.

3. ABC may assign this affiliation per this New Agreement to any party acquiring all or any portion of its network television business or to any entity controlling, controlled by, or under common control with ABC.

I. **Limited Transmission Rights.** Your and Station's rights to broadcast ABC's Network Television Programs and to limited use of ABC's trademarks and trade names under the terms and conditions of this Agreement are limited to the First Call Rights to broadcast Network Television Programs over-the-air using broadcast spectrum assigned to the Station by the FCC pursuant to the terms hereof. Except with our prior written consent and except upon such terms and conditions as we may impose, you agree not to authorize, cause, permit or enable the use of any Program which we supply to you hereunder for any purpose other than broadcasting by Station pursuant to the terms hereof, in the community in which Station is licensed by the FCC, for over-the-air reception by the general public in places to which no admission is charged. You agree when you are authorized to record a Program for subsequent broadcast that the recording will be broadcast not more than once in its entirety and, unless otherwise required by law, will be erased or deleted from your system within six (6) hours following use. All rights not specifically granted to you by this Agreement shall be retained and fully exploitable by Network to the maximum extent permitted by law, including, but not limited to, the right to distribute the Network Television Programs via video-on-demand, pay-per-view, or other non-broadcast distribution services in which any portion of a Program is provided to viewers; wireless or broadband distribution to mobile or portable devices; interactive or internet distribution platforms or any other non-television protocol or platform.

J. **Rebroadcast/Recording Restrictions.** Except with our prior written consent (or as provided in the Retransmission Consent Authorization section in Schedule A, below) and upon such terms and conditions as we may impose, which consent may be withheld at ABC's sole discretion for any reason, you and Station agree not to authorize, cause, permit or enable: (1) any recording, duplication, rebroadcast or other transmission on film, tape or otherwise to be made or broadcast of a Program which has been, or is being, broadcast on the Network; or (2) a rebroadcast, a retransmission, or other transmission to be made of the broadcast transmission of Station during any hours when Station is broadcasting a Program provided by Network; or (3)

any other use of a Program for any purpose other than broadcasting by the Station pursuant to the terms and conditions hereof.

K. **Promotion Restrictions.** With respect to any and all promotional material issued by Station or under your direction or control, you agree to abide by any and all restrictions of which we advise you pertaining to the promotion of a Network Program(s) scheduled to be broadcast by Station in its community, including, without limitation, on-the-air promotion, billboards, and newspaper or other printed advertisements, announcements or promotions.

L. **License Maintenance.** You agree to maintain for Station such licenses, including performing rights licenses as now are or hereafter may be in general use by television broadcasting stations and necessary for you to broadcast the Television Programs which we furnish to you hereunder. Network will continue to clear all music used in our Network Programs, thereby licensing the broadcasting of such music in such Programs over Station. You will be responsible for all music license requirements for any commercial or other material inserted by you within or adjacent to our Network Programs in accordance with this Agreement.

M. **Entire Agreement; Inducements; Waiver.** No inducements, representations or warranties except as specifically set forth herein have been made by any of the parties to this Agreement. This Agreement replaces any prior drafts and this Agreement supersedes any negotiations or discussions regarding the affiliation of Station with ABC. This Agreement constitutes the entire agreement and understanding between the parties hereto and no provision thereof shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing, signed by the party against whom the change, modification or discharge is claimed or sought to be enforced; nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall be in writing and signed by the party against whom the waiver is asserted, and no waiver of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or of any other provision.

N. **Notices.** All notices, demands, requests or other communications which may be or are required to be given or made by ABC or you pursuant to this Agreement (except for our Program offers and your notices of acceptance or rejection, if required, of such offers and any other Program information or Program administration communications) shall be delivered (postage or fee prepaid) by first-class mail, express mail, express delivery service or by facsimile transmission addressed as follows:

1. If to you:

Mr. Perry Sook
Chairman, President & Chief Executive Officer
Nexstar Broadcasting, Inc.
5215 North O'Connor Boulevard, Suite 1400
Irving, TX 75039

Phone: (972) 373-8800 Fax: (972) 373-8888

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

Elizabeth Ryder
Vice President & General Counsel
Nexstar Broadcasting Group
5215 North O'Connor Boulevard, Suite 1400
Irving, TX 75039

Phone: (972) 373-8800 Fax: (972) 373-8888

2. If to ABC:

John Rouse
Senior Vice President
Affiliate Relations
ABC Television Network
500 South Buena Vista St.
Burbank, CA 91521-4408

Phone: 818-460-7550 Fax: 818-460-5132

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

Glen Smith, Esq.
Vice President
ABC, Inc.
Law & Regulation Department
500 South Buena Vista Street
Burbank, CA 91521-4487

Phone: 818-460-6304 Fax: 818-843-1655

or to such other person, address or facsimile number as you or ABC may designate by written notice. Any notice under this Agreement shall be deemed duly received: (i) on the first business day following the date such notice was deposited with express mail or an express delivery service; (ii) on the third business day following the date of mailing whether or not accepted by the addressee; or (iii) at the time of facsimile transmission with a confirmation of receipt, as the case may be.

O. **Choice of Law.** Except for such matters as may be governed by the Communications Act of 1934, as amended, and FCC regulations and rulings, this Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflict-of-laws thereof. For the purposes of any suit, action or proceeding involving this Agreement or its performance, and unless such matter is subject to the primary jurisdiction of the FCC, each party hereby submits to the jurisdiction of all Federal and State courts sitting in

the County of New York and agree that such courts shall have exclusive jurisdiction over any suit, action or proceeding involving this Agreement or its performance.

P. **Right to Terminate; Termination Effect.** If you fail to make timely payments, attempt to assign your rights under this Agreement in violation of Section V.H, or otherwise violate the terms of this Agreement and/or any amendments, we will give you thirty (30) days written notice and opportunity to cure the default. If the default is not cured within that period, we have the right to terminate this Agreement on thirty (30) days' notice. This notice and cure period will apply unless a different notice or cure period is applicable under a specific provision of this Agreement. Upon termination of this Agreement, the consent theretofore granted to broadcast our Network Programs or use ABC logos, trademarks or trade names shall be deemed immediately withdrawn and you shall have no further rights of any nature whatsoever in such Programs, logos, trademarks or trade names.

Q. **Unique Services.** You acknowledge that, in view of the uniqueness of the plan of Network cooperation set forth in this Agreement, in the event that your obligations under this Agreement are not performed in accordance with its terms, Network would not have an adequate remedy at law and therefore agree that Network shall be entitled to specific performance of the terms hereof in addition to any other remedy to which it may be entitled at law or in equity.

R. **Indemnification.**

1. You and Station agree to indemnify and hold Network and its parent corporation, subsidiaries, and affiliates (excluding non-owned broadcast affiliates) and their respective officers, directors, agents and employees, successors and assigns harmless from and against any and all third-party claims made against us and all damages, liabilities, costs and expenses incurred as a result of such claims, including reasonable attorney's fees, arising out of (a) the broadcast by Network of any material supplied by you to Network in accordance with this Agreement, (b) Station's broadcast of any material not provided by Network to you in accordance with this Agreement, and/or (c) any actual or alleged breach by you or Station of any of your or Station's representations, warranties, agreements, covenants or obligations herein. We agree to indemnify and hold you harmless from and against any and all third-party claims made against you and all damages, liabilities, costs and expenses incurred as a result of such claims, including reasonable attorney's fees, arising out of (a) the broadcast by you of any material provided by Network to you in accordance with this Agreement, and/or (b) any actual or alleged breach by us of any of our representations, warranties, agreements, covenants or obligations herein. It is understood that the foregoing indemnities shall apply only with respect to materials that are broadcast without change from the form and content in which such materials were originally provided and in strict conformance to any instructions or limitations given by the party providing the material.

2. A party seeking indemnification ("Indemnitee") shall give the indemnifying party ("Indemnitor") prompt written notice of any claim or litigation to which its indemnity applies. The Indemnitor shall promptly assume the defense of any

claim or litigation to which its indemnity applies, and the Indemnitee shall cooperate fully with the Indemnitor in such defense, as necessary, provided, however, that the Indemnitee shall not be precluded from retaining separate counsel, at its own expense, to participate in the defense of any such claim or litigation. Without limiting the foregoing, if the Indemnitor fails or refuses to assume the defense of any claim, action, or cause of action to which its indemnity applies (whether or not a suit has been formally brought), it shall be responsible for payment of any settlement of any such claim, action or cause of action reached by the Indemnitee, as well as the costs and expenses (including reasonable attorneys' fees) incurred by the Indemnitee in defending such claim, action or cause of action and/or in reaching such settlement. The provisions of this paragraph V.R shall survive the expiration or earlier termination of this Agreement.

S. **No Joint Venture.** Nothing in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between Network and you or Station.

T. **Headings.** The headings herein are for convenience purposes only and shall not create or modify the meanings of any term or provision of this Agreement.

If, after examination, you find that the arrangement herein proposed is satisfactory to you, please indicate your acceptance by signing the copy of this Agreement enclosed for that purpose and returning such executed copy to us.

Very sincerely yours,

AMERICAN BROADCASTING COMPANIES, INC.

By: _____

Accepted this 1 day of February, 2013

Licensee: Nexstar Broadcasting, Inc.

By: _____

Name: Perry Sook

Title: Chief Executive Officer & President