

RETRANSMISSION CONSENT AGREEMENT

This **RETRANSMISSION CONSENT AGREEMENT** ("Agreement") is made as of this 1st day of July, 2011, by and between WDWO-CA TCT of Michigan, Inc., ("Broadcaster"), with its offices located at 21174 W. McNichols, Detroit MI 48219 USA and Wyandotte Municipal Services, ("System") with its principal offices located at 3005 Biddle Ave., Wyandotte MI 48192.

In consideration of the mutual covenants, conditions and obligations set forth below, the parties agree as follows:

- 1. Grant of Rights.** During the term hereof, Broadcaster hereby grants to System the non-exclusive right to retransmit Broadcaster's Primary Standard Definition signal (with option to additionally retransmit Broadcaster's High Definition and secondary Standard Definition signals), over Systems' Cable or IPTV distribution system and agrees that there shall be no payment required of or assessed against System for said retransmission consent. Pursuant to Section 325 (b) of the *Communications Act of 1934*, this consent will continue to be in effect throughout the Term, including any extensions of the initial Term.
- 2. Term.** Operator's right to retransmit Broadcaster's signal may commence on the date hereof and shall continue through the last day of the current retransmission election period specified by the Rules of the Federal Communications Commission (December 31, 2011); provided, however, that Broadcaster and System may, by mutual agreement, extend this Agreement for one or more additional Terms as they may agree upon in writing.
- 3. Manner of Carriage.** System shall carry Broadcaster's Standard Definition digital signals on its Digital Basic Tier (and any High Definition signal on an equivalent HD Tier), in accordance with Section 325 (b) of the *Communications Act of 1934* and §76.62 of the FCC Rules and Regulations. This consent will continue to be in effect throughout the Term, including any extensions of the initial Term.
- 4. Broadcast Conditions.** System shall not delete the Broadcaster's identification, nor insert during any Broadcaster's program, or between program segments, any announcement or advertisement which shall be inconsistent with Broadcaster's orthodox, traditional Christian morals and standards, which include any and all "R", "NC-17" or "X" rated movie advertising; advertising for contraceptives, alcoholic beverages, feminine hygiene products of a personal nature, or medical or health care facilities providing abortions; any advertising containing positive connotations in reference to the occult, witchcraft, astrology, horoscopes, magic (such as mystic science), gambling, tobacco products, controlled substances or sexual promiscuity.
- 5. Compulsory Copyright Fees and Indemnities, Etc.** The Broadcaster hereby warrants that it holds and has authority to assign the lawful rights to perform, broadcast, transmit and copy all material contained in programming which it will supply to System. Broadcaster hereby undertakes to indemnify System and hold it harmless from any action, civil or criminal, with respect to any violation of the copyright laws of the United States or any foreign country and with respect to any other rule of law vesting any property right in any third-party and exclusively arising out of the programming materials supplied to System by Broadcaster. System hereby undertakes to indemnify Broadcaster and hold it harmless from any action, civil or criminal, with respect to any violation of the copyright laws of the United States or any foreign country and with respect to any other rule of law vesting any property right in any third-party and exclusively arising out of the programming materials not supplied to the System by Broadcaster. Copyright royalty fees to music licensing organizations will be the sole responsibility of System.

Initials: MD WJL
Broadcaster System

6. **Force Majeure.** Any delay, preemption or other failure to perform caused by factors beyond the control of either party hereto, including, but not limited to, acts of God, labor disputes, war, riots, technical breakdowns, or government orders or regulations, will not result in a default of this Agreement. Each party shall exercise its reasonable efforts to cure any such delays and the cause thereof, and performance under the terms of this Agreement will be excused for the period of time during which such factor continues.

7. **General.** This contract, including the rights under it, may not be assigned or transferred without first obtaining the mutual written consent of the parties hereto, which shall not be unreasonably withheld.

The failure of System or Broadcaster to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

The System's obligation hereunder are subject to the terms and conditions of licenses held by it and to applicable federal, state and local laws and regulations.

Notwithstanding any other provision of this Agreement, all right and title in and to all programming provided to System by Broadcaster, including without limitations, all copyrights, titles, names, stories, plots, incidents, ideas, formulas, formats, general content of the program, and other literary, artistic and musical or other creative material and intellectual property, other than that in the public domain, shall remain vested in Broadcaster, System agrees not to authorize, cause or permit Broadcaster programming to be used for any purpose other than broadcast, or promotion by System. System shall not allow any recording or tape delayed transmission of Broadcaster's programming by any other person or entity for any purpose whatsoever, except for a mutually agreed upon Video On Demand (or similar) service.

The parties to this Agreement intend that all disputes and controversies of every kind and nature between the parties hereto arising out of, or in connection with, this Agreement as to existence, construction, validity, interpretation of meaning, performance, non-performance, enforcement, operation, breach, continuance or termination thereof, shall be arbitrated in Marion, Illinois by a third person acceptable to the parties under the rules then obtaining of the American Arbitration Association or the Christian Conciliation Service Arbitration Service. Both parties agree to be bound by the decision of the arbitrator. The cost of such arbitration shall be borne equally between System and Broadcaster. The award shall be rendered in such form that judgement shall be entered thereon in the highest court of the forum having jurisdiction thereof.

This Agreement shall be governed by the laws of the State of Illinois, without regard to any conflict of laws provisions.

This Agreement constitutes the entire agreement between the parties, all prior understanding being merged herein.

All parties agree that this Agreement was drafted and prepared by all parties, and accordingly, any claimed ambiguity shall not be construed for or against any one party by virtue of that party being the "drafter."

Initials MA MS
Broadcaster System

Broadcaster shall provide for System a broadcast-quality demodulator for each channel of the Broadcaster's signal that System agrees to carry. Such equipment shall be used exclusively for reception and processing of the Broadcaster's signal.

Broadcaster shall not be liable for, and System shall hold Broadcaster harmless from, any and all sales, use, excise, tangible or intangible property, franchise or similar taxes, which may be assessed due to System's retransmission of Broadcaster's satellite signal as authorized herein.

Nothing in this Agreement shall be deemed to create any joint venture, partnership or principal-agent relationship between Broadcaster and System, and neither shall hold itself out in any manner which would indicate any such relationship with the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officer on the day and year first written above.

:

Wyandotte Municipal Services

By: [Signature]
(name)

Its: General Manager
(title)

**WDWO-CA
TCT of Michigan, Inc.**

By: [Signature]
Michael Soeier
Michael Daly

Legal
Its: VP - Cable Operations

Approved Form
with K Pool
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