



DISH Network LLC.
9801 S. Meridian Blvd, Englewood, CO 80112
303.723.1000

September 18, 2017

Bohdan Zachary
WMVT
1036 N. 8th Street
Milwaukee, WI 53233

**Re: Mandatory Carriage Election
WMVT – Milwaukee WI DMA**

Dear Mr. Zachary:

We received WMVT's letter postmarked September 12, 2017, electing mandatory carriage for the upcoming election cycle. DISH Network accepts your election and looks forward to continued carriage of WMVT per federal must carry regulations for the election cycle commencing January 1, 2018.

Subject to WMVT's delivery of a "good quality signal" as defined in 47 C.F.R. § 76.66(g)(2), DISH Network will carry WMVT's primary channel during the upcoming election cycle ending on December 31, 2020 for so long as such primary channel does not substantially duplicate the programming of any other station within the market and complies with all federal regulations applicable to mandatory carriage.

Please be advised that the location of DISH's local receive facility in your designated market area will be made available on the DISH website at <https://www.dish.com/local-receive-facilities/>, no later than September 3, 2017.

DISH Network reserves the right to deny carriage to those stations that fail to deliver a good quality signal to DISH Network's local receive facility. Please contact Teresa Cain, Locals Operations at (303) 723-2628, should you anticipate signal delivery issues.

Sincerely,

A handwritten signature in black ink that reads "Teresa Cain".

Teresa Cain
DISH Programming, Locals Operations

DBS ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA
WMVT	MILWAUKEE, WI	MILWAUKEE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
35	36.1	MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT BOARD

This DBS Election Notice is sent this 12 day of September 2017 via Certified Mail/Return Receipt Requested (Receipt Number 7013 1710 0001 8365 7683) to the following DBS Operator (check one):

- DirectTV, Inc. 2260 East Imperial Highway, Mail Stop: N321, El Segundo, CA 90245, Attn: Local-into-Local Elections,
- Teresa Cain, Local Programming Operations, DISH Network, 9601 South Meridian Blvd., Englewood, CO 80112

With respect to carriage in the above-listed DMA(s) by the above-listed DBS Operator between January 1, 2018, and December 31, 2020, the Licensee elects the following status for the primary video stream of the Station's digital signal:

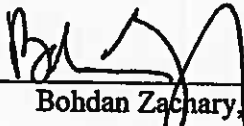
mandatory carriage ("must-carry").

For further information, please contact:

Name:	Bohdan Zachary
Address:	WMVT
	1036 N. 8 TH Street
	Milwaukee, WI 53233
Phone:	414-297-7661
Email:	zacharyb@matc.edu

The Licensee provides this Election Notice pursuant to 47 C.F.R. Section 76.66.

Signature:
Name/Title:



 Bohdan Zachary, General Manager



August 25, 2014

Ellis Bromberg
Milwaukee Public Television
1036 N. 8th Street
Milwaukee, WI 53233

**Re: Mandatory Carriage Election
WMVT – Milwaukee DMA**

Dear Mr. Bromberg:

We received WMVT's letter postmarked August 20, 2014, electing mandatory carriage. DISH Network accepts your election and looks forward to continued carriage of WMVT per federal must carry regulations for the election cycle commencing January 1, 2015.

DISH Network will carry WMVT's signal during the upcoming election cycle ending on December 31, 2017 as long as the station does not substantially duplicate the programming of any other station within the market and complies with all federal must carry regulations, including the delivery of a good quality signal to DISH Network's local receive facility.

Please be advised that the location of DISH's local receive facility in your designated market area will be made available on the DISH website at www.dish.com/redirects/promotion/local-receive-facilities, by no later than September 3, 2014.

DISH Network reserves the right to deny carriage to those stations that fail to deliver a good quality signal to DISH Network's local receive facility. Please contact Teresa Cain, Sr. Program Manager at (303) 723-2628, should you anticipate signal delivery issues.

Sincerely,

A handwritten signature in cursive script that reads "Teresa Cain".

Teresa Cain
Sr. Program Manager
DISH Programming, Locals Operations

EXHIBIT D

CARRIAGE AND CONSENT AGREEMENT

This Carriage and Consent Agreement (this "Agreement") is entered into as of January 1, 2002, by and between MATC DISTRICT BD ("Station Owner"), the Federal Communications Commission licensee of the public broadcast television Station WMVS/WMVT ("Station"), and Echostar Satellite Corporation ("ECHOSTAR"), a Colorado corporation having its principal place of business at 5701 South Santa Fe Drive, Littleton, Colorado 80120.

WHEREAS, Station is licensed by the Federal Communications Commission ("FCC") to operate a non-commercial, educational television broadcast station in the Local Territory (as defined below); and

WHEREAS, ECHOSTAR owns and operates a direct broadcast satellite television system in North America pursuant to which ECHOSTAR distributes programming in certain territories in the United States (the "ECHOSTAR System"); and

WHEREAS, ECHOSTAR has agreed to carry Station on the ECHOSTAR System in accordance with the terms and conditions of the Memorandum of Understanding dated as of December 28, 2001 by and among ECHOSTAR, Public Broadcasting Service ("PBS") and the Association of Public Television Stations ("APTS"), as amended from time to time, attached hereto as Exhibit A (the "MOU"); and

WHEREAS, ECHOSTAR wishes to obtain Station's consent to carriage on the ECHOSTAR System of the PBS National Feed (the "Service") as provided in, and solely in accordance with the terms and conditions of, the MOU;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS.

(a) "Local Territory" shall mean, with respect to Station, the "designated market area" (DMA) as defined in 17 U.S.C. § 122(j)(2)(C).

(b) "Signal" shall mean the Station's signal and any other material that ECHOSTAR is required to carry pursuant to the Must Carry Rules.

(c) "Must Carry Rules" shall mean the rules and regulations adopted by the FCC implementing Section 338 of the Satellite Home Viewer Improvement Act of 1999, currently codified at 47 C.F.R. § 76.66 et seq., as those rules may be amended from time to time.

(d) "Subscribers" shall mean those customers (including but not limited to residential and commercial customers) authorized by ECHOSTAR to receive services via the ECHOSTAR System.

2. **TERM.** The Term of this Agreement shall commence on the date this Agreement has been executed by both parties (the "Effective Date") and shall expire on December 31, 2005.
3. **CARRIAGE RIGHTS.** Provided the Must Carry Rules are in effect and apply to both Station and EHOSTAR, Station shall be entitled to elect carriage, and to assert its other rights, under the Must Carry Rules. If Station is entitled to carriage of Station's Signal by EHOSTAR under the Must Carry Rules, then EHOSTAR shall carry Station's Signal pursuant to and in accordance with the Must Carry Rules.
4. **CONSENT.** Station Owner hereby consents to provision of the Service to EHOSTAR Subscribers as set forth in the MOU. Specifically, subject to the terms and conditions of the MOU, Station Owner and EHOSTAR acknowledge and agree that (a) if EHOSTAR offers local-into-local service in Station's Local Territory on or before January 1, 2002, then EHOSTAR shall immediately commence carriage of Station's Signal pursuant to SHVIA and FCC rules; (b) if EHOSTAR commences offering local-into-local service in Station's Local Territory subsequent to the January 1, 2002, then immediately upon commencing such local-into-local service EHOSTAR shall commence carriage of Station's Signal pursuant to SHVIA and FCC rules; and (c) within thirty (30) days of commencing local-into-local service in Station's Local Territory, EHOSTAR shall cease offering the Service in Station's Local Territory.
5. **REPRESENTATIONS AND WARRANTIES.**
- (a) EHOSTAR represents and warrants to Station Owner that (i) EHOSTAR is a corporation duly organized and validly existing under the laws of the State of Colorado; (ii) EHOSTAR has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; (iii) EHOSTAR is under no contractual or other legal obligations that in any way may interfere with its full, prompt and complete performance hereunder; (iv) the individual executing this Agreement on behalf of EHOSTAR has the authority to do so; and (v) EHOSTAR will retransmit Station's Signal in a manner that complies with any applicable terms of the compulsory copyright license.
- (b) Station Owner represents and warrants to EHOSTAR that (i) Station Owner is a corporation, or a state or local government entity, duly organized and validly existing under the laws of the State of WISCONSIN; (ii) Station Owner has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; (iii) Station Owner is under no contractual or other legal obligations that will interfere with its full, prompt and complete performance hereunder; and (iv) the individual executing this Agreement on behalf of Station Owner has the authority to do so.
- (c) If EHOSTAR is carrying Station's Signal pursuant to the Must Carry Rules, then neither party to this Agreement makes any representations or warranties to the other party relating to such carriage.
6. **INDEMNIFICATION.** If EHOSTAR is carrying Station's Signal pursuant to the Must Carry Rules, then nothing in this Agreement shall give rise to any claim for indemnification or

create any liability on the part of one party to this Agreement to the other party arising out of such carriage; provided, however, that nothing in this Agreement shall constitute a waiver or release of, or be construed to waive or release, any claim either party may have against the other party, whether in law or equity, as a result of any claims, assertions or demands made against the party by any third party.

7. AFTER-ACQUIRED STATION. In the event that Station or any Affiliated Company of Station becomes the owner, operator, manager or agent (i.e., obtains the authority, however derived, to consent to carriage) or licensee of any additional broadcast television station after the date of this Agreement (an "After-Acquired Station"), then such After-Acquired Station, immediately and forthwith for the remainder of the Term of this Agreement, shall be entitled to carriage of its Signal within its Local Territory pursuant to this Agreement, and otherwise shall be subject to the terms and conditions of this Agreement.

8. TERMINATION.

(a) Either party to this Agreement may terminate this Agreement upon:

(i) Any breach by the other party of any representation, warranty, or covenant of the other party hereunder, or any failure by the other party, its successors or assigns to perform any material obligation hereunder that is not cured within thirty (30) days after receipt of written notice thereof from the affected party, or as to which reasonable steps to cure have not been commenced within such period (or are not thereafter diligently pursued and completed within an additional thirty (30) days);

(ii) The filing of a petition in bankruptcy or for reorganization by or against the other party under any bankruptcy act; the assignment by the other party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the other party's property, and the order of appointment is not vacated within thirty (30) days; or any assignment or encumbrance by the other party of this Agreement contrary to the terms hereof;

(iii) The occurrence of a Force Majeure that the non-performing party is unable to correct and which prevents the non-performing party from resuming performance within eighteen months from the event of Force Majeure; or

(iv) If ECHOSTAR's compulsory copyright license as provided in 17 U.S.C. §122 is suspended, set aside, or ruled unlawful.

(b) Termination of this Agreement shall not relieve ECHOSTAR of any obligations to Station and Station Owner applicable to ECHOSTAR, nor relieve Station and Station Owner of any obligations to ECHOSTAR applicable to Station or Station Owner, under the Must Carry Rules.

9. FORCE MAJEURE. Neither Station nor Station Owner, on the one hand, nor ECHOSTAR, on the other hand, shall have any liability to the other for any delay, preemption or

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failure to perform any act required to be performed herein, where such delay, preemption or failure is caused by factors beyond the reasonable control of the non-performing party, including, without limitation, acts of God; inevitable accident; fire; lockout; earthquake; flood or other severe weather conditions; strike or other labor dispute; acts of government or governmental instrumentality (whether federal, state or local); failure of performance by a common carrier; or failure in whole or in part of technical facilities (each a "Force Majeure"). Each party shall exercise reasonable efforts to cure any such delays and the cause thereof, and performance under the terms of this Agreement shall be excused for the period of time during which such factor continues.

10. **NOTICES.** All notices, demands, requests or other communications which may be or are required to be given, served or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be mailed first class, postage prepaid, or transmitted by hand delivery or facsimile, to the following addresses:

If to EHOSTAR:

If by mail
or facsimile:

EHOSTAR Satellite Corp.
5701 South Santa Fe Drive
Littleton, Colorado 80120
Attention: Michael Schwimmer, Vice President - Programming
Fax: (303) 723-1999

If by overnight or
personal delivery:

EHOSTAR, Satellite Corp.
5701 South Santa Fe Drive
Littleton, Colorado 80120
Attention: Michael Schwimmer, Vice President - Programming

If to Station Owner:

If by mail
or facsimile:

Milwaukee Public Television
1036 N. 8th Street
Milwaukee, WI 53233
ATTN: Ellis Bromberg, General Manager
FAX: (414) 297-7536

If by overnight or
personal delivery:

Milwaukee Public Television
1036 N. 8th Street
Milwaukee, WI 53233
Attention: Ellis Bromberg

11. **SUCCESSORS; ASSIGNMENT.** This Agreement shall inure to the benefit of and be fully binding on Station Owner, Station and EHOSTAR, including their respective successors and assigns. Neither party to this Agreement may assign, subcontract, pledge or otherwise

transfer this Agreement, or any of such party's rights or obligations under this Agreement, without the prior written consent of the other party to this Agreement.

12. **CONFIDENTIALITY**. Neither ECHOSTAR nor Station Owner shall disclose to any third party (other than each party's respective directors, trustees, employees, in their capacity as such, its auditors and its attorneys), any information with respect to the terms and provisions of this Agreement except: (a) to the extent necessary to comply with the valid order of an administrative agency or a court of competent jurisdiction, in which event the party making such disclosure shall so notify the other as promptly as practicable (and, if possible, prior to making such disclosure) and shall seek confidential treatment of such information; (b) as part of its normal reporting or review procedure to its parent company, auditors, attorneys and potential investors; (c) in order to enforce its rights pursuant to this Agreement; (d) if mutually agreed by ECHOSTAR and Station Owner in advance and in writing; and (e) if Station Owner is a state or local government entity, then to the extent required under applicable State or local laws or regulations. Neither party shall issue any press release concerning this business relationship or the existence of this Agreement without the prior consent and approval of the other party.

13. **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts made and fully performed therein, except to the extent that the parties' respective rights and obligations are subject to mandatory State or local laws or regulations applicable to a state or local government entity. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral agreements, representations or conditions between the parties with respect thereto.

14. **COPYRIGHTS & TRADEMARKS**.

(a) ECHOSTAR recognizes, as between ECHOSTAR and Station Owner, Station Owner's exclusive right, title and interest in and to Station's trademarks, service marks and Signal, Station's license to broadcast and otherwise distribute the names, marks, logos and call signs of Station, and the programming broadcast or otherwise distributed by Station. Nothing in this Agreement shall be construed to grant ECHOSTAR any ownership interest in any trademarks, service marks, copyright or other rights in or to any programming or other material delivered by Station to ECHOSTAR or authorized by Station for distribution by ECHOSTAR under this Agreement. ECHOSTAR acknowledges that its transmission of Station's Signal under this Agreement is pursuant to the compulsory license granted under Section 122 of Title 17 of the United States Code.

(b) Station Owner and Station recognize ECHOSTAR's exclusive right, title and interest in and to ECHOSTAR's trademarks, service marks, marks and logos (collectively, the "Marks") and shall not use said Marks without ECHOSTAR's prior written approval.

15. **SEVERABILITY**. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any such provision shall not affect the validity or enforceability of any other provision hereof. If any provision of this Agreement, or application thereof to any



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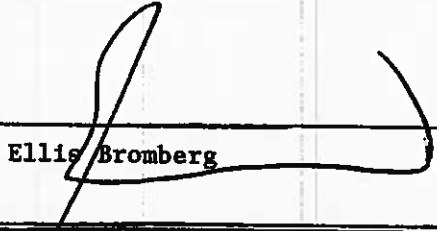
party or any circumstance, is invalid or unenforceable, then (i) the parties shall negotiate in good faith to reach agreement on a suitable and equitable substitute provision to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (ii) the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected by such invalidity or unenforceability.

16. WAIVER. No waiver of any provision of this Agreement by either party shall be deemed a waiver of any other provision of this Agreement by such party, nor shall such waiver be deemed a continuing waiver of any provision hereof by such party.

17. OTHER AGREEMENTS. Nothing in this Agreement shall prevent ECHOSTAR from entering into agreements with licensees of other public television stations concerning the carriage of said stations' signals, nor shall anything in this Agreement prevent Station Owner from entering into agreements with other multi-channel video programming distributors for carriage of Station's or Station Owner's Signal.

18. THIRD PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, shall confer, or be construed to confer, upon any third party any rights or remedies of any nature whatsoever including, without limitation, any claim that such party is a third party beneficiary under this Agreement.

19. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the faxing by each party of a signed signature page thereof to the other party. If such a faxing occurs, the parties agree that they each also will immediately post, by Federal Express or other appropriate overnight courier, a fully executed original counterpart of the Agreement to the other party.

ECHOSTAR SATELLITE CORPORATION	Licensee: <u>MATC DISTRICT BOARD</u> (please type the call letters and locations for each station to be included in the agreement) WMVT 1036 N. 8th Street Milwaukee, WI 53233
By: 	By: 
Title: <u>Director of Prog.</u>	Title: <u>General Manager</u>
Date: <u>9/19, 2002</u>	Date: <u>May 31</u> , 2002