

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between KQEG TV 23 (KQEG) with offices located 5050 King St, Suite 221, La Crosse, WI and AcenTek with offices at 207 E Cedar St, Houston, MN.

KQEG and AcenTek mutually agree as follows:

1. KQEG has elected Must Carry carriage under FCC rules for a term from effective date of June 15, 2016 until December 31, 2018.
2. KQEG single will provide signal to AcenTek at no cost to AcenTek for carriage of KQEG broadcast/signal/programming, etc. and AcenTek will carry KQEG channel on its systems at no cost to KQEG for inclusion in AcenTek's channel lineup provided sufficient quality signal is received by AcenTek.
3. KQEG must provide 3 months' notice prior to expiration of initial term of its intent to select something other than the FCC's Must Carry designation. Otherwise, Term will renew for successive 12 month periods under Must Carry designation and a minimum 3 months' notice will be required prior to end of successive term for any change in designation status.
4. AcenTek will carry the signal in its La Crosse DMA market and at AcenTek's option, AcenTek may carry the signal to its other DMA markets at no cost to AcenTek or KQEG.
5. AcenTek in its sole discretion shall determine if signal quality is sufficient to carry on its system(s). At all times KQEG shall be responsible for ensuring sufficient signal quality is being received by AcenTek including any change by KQEG in its delivery or broadcast equipment.
6. Should signal quality drop below acceptable levels as determined by AcenTek, AcenTek will provide a notice of cure upon which KQEG will have 10 business days to cure/correct signal quality. If KQEG is unable to cure/correct, AcenTek will have the option to temporarily suspend carriage until such time as signal meets acceptable quality.

KQEG TV 23

Name Richard T. Wilson

Title Station Manager

Signature Richard T. Wilson

Date 6-28-16

AcenTek

Name 1000 Fotsler

Title CEO

Signature 1000 Fotsler

Date 6/28/16