

**RETRANSMISSION CONSENT AGREEMENT**

This Retransmission Consent Agreement ("Agreement") is made as of May 25, 2012 to be effective as of April 26, 2012 ("Effective Date") between Sun Broadcasting, Inc., 2824 Palm Beach Blvd., Fort Myers, FL 33916 ("Operator"), and DISH Network L.L.C., 9601 S. Meridian Boulevard, Englewood, CO 80112 ("DISH").

WHEREAS, Operator is the owner and operator of the television station with the indicated Designated Market Area ("DMA"), call letters, and network affiliation as of the Effective Date, as set forth in Exhibit A (the "Station"); and

WHEREAS, DISH and Operator desire that DISH retransmit the signals of the Station over the direct broadcast satellite programming service (including the backhaul, fiber, and other technologies necessary or appropriate to support and deliver direct broadcast satellite services to subscribers) owned, operated, leased, controlled, managed or otherwise accessed by DISH or one of its Affiliates (as defined below) ("Satellite Service") pursuant to the terms and conditions set forth herein;

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

1. **Retransmission Consent.** During the Term (as defined below) of this Agreement and pursuant to Section 325(b)(1)(A) of the Communications Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder, Operator hereby grants its consent in accordance with the terms and conditions of this Agreement to DISH's retransmission of the Programming Feeds (as defined below) of the Station on a non-exclusive basis over the Satellite Service, substantially contemporaneously with the primary broadcast of programming by the Station, within such Station's DMA and Significantly Viewed Areas, for reception by the integrated receiver decoder(s) ("IRDs") assigned to each Subscriber's (as defined below) location as part of each such Subscriber's account information ("Permitted Retransmission"). "Significantly Viewed Areas," with respect to each Station, means the area(s) outside such Station's DMA in which such Station is "significantly viewed" as determined by the Federal Communication Commission ("FCC"). DISH acknowledges and agrees that consent to retransmit a Station's signal shall not be construed as conveying to DISH any license in or to or ownership rights in or to the underlying programming, except as expressly set forth in Section 7. Except as permitted by law, DISH may not retransmit the Station's signals outside the Station's DMA and Significantly Viewed Areas.
2. **Carriage of Station.**
  - (a) **Carriage Obligations.** Throughout the Term (as defined below), and subject to the terms of this Agreement, DISH shall retransmit the Station's Primary DTV Channel (as defined below) within the Station's DMA. "Programming Feed" means each video, audio and/or data components transmitted by the Station simultaneously as a single "channel" of programming together with the program-related data related thereto contained in the Station's ATSC digital signal that is broadcast in ATSC High Definition ("HDTV") format and/or non-HDTV format.