

**RETRANSMISSION CONSENT AGREEMENT**

This Retransmission Consent Agreement (this “**Agreement**”) is made as of December 20, 2017 (the “**Execution Date**”), but effective as of 11:59:59 p.m. Mountain Time on December 31, 2017 (the “**Effective Date**”), between DISH Network L.L.C., a Colorado limited liability company having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112 (“**DISH**”), and Associated Christian Television System, Inc., a Florida not for profit corporation having a place of business at 123 East Central Parkway, Altamonte Springs, Florida 32701 (“**Broadcaster**”). Each of DISH and Broadcaster may be referred to in this Agreement as a “**Party**” and together as the “**Parties.**”

**BACKGROUND**

Broadcaster desires to grant, and DISH desires to obtain, consent to retransmit the Station (as defined below) via the Distribution System (as defined below) in accordance with the terms and conditions contained in this Agreement.

**AGREEMENT**

Accordingly, the Parties agree as follows:

**1. Definitions and Interpretation.**

a. Definitions. Each of the following terms has the meaning given to it in this Section 1(a):

“**Acquiring Entity**” has the meaning given to it in Section 15(b)(i).

“**Affiliate**” means any person or entity that directly or indirectly (including through one or more intermediaries) controls, is controlled by or is under common control with the applicable Party (or other applicable person or entity); provided that, notwithstanding the foregoing, in no event will EchoStar be deemed a DISH Affiliate, unless, until and to the extent that, after the Effective Date, EchoStar directly or indirectly (including through one or more intermediaries) is controlled by, or controls, DISH. The term “**control**” (and its correlative form “**controlled by**”), as used in this definition, means the power to direct or cause the direction of the management, policies and/or affairs of a person or entity, whether through the ownership of voting securities, by contract or otherwise; provided, however, with respect to EchoStar, “**control**” (and its correlative form “**controlled by**”) means the ownership of at least 51% of voting securities.

“**Agreement**” has the meaning given to it in the preamble to this Agreement.

“**Big 4 Network**” means any of the ABC, CBS, Fox or NBC networks.

“**Broadcaster**” has the meaning given to it in the preamble to this Agreement.

“**Broadcaster Clean Slate Entity**” has the meaning given to it in Section 16(m).

“**Broadcaster Indemnatee**” has the meaning given to it in Section 11(a).

“**Claims**” means all losses, debts, liabilities, claims, demands, promises, acts, omissions, costs, expenses, damages, judgments, penalties, injuries, suits, actions and causes of action, in each case, of whatever kind or nature.

“**Confidential Information**” means the terms and conditions (but not the existence) of this Agreement (including the expiration date) and all non-public information disclosed by one Party to the other Party in connection with this Agreement (including technical information, information related to technical or marketing tests, product plans and Subscriber Information) or in connection with any negotiations with respect to the potential extension, amendment, renewal or replacement of this Agreement; provided that, in the event that a Party’s “Confidential Information” becomes public as the direct or indirect result of any action or omission of the other Party, then such information will continue to be deemed Confidential Information with respect to such other Party.

“**DBS**” means direct broadcast satellite.

“**DISH**” has the meaning given to it in the preamble to this Agreement.

“**DISH Clean Slate Entity**” has the meaning given to it in Section 16(m).

“**DISH Indemnitee**” has the meaning given to it in Section 11(a).

“**Distribution System**” means the DBS distribution system owned, operated, leased, controlled, managed or otherwise accessed by DISH (or by any Affiliate or subcontractor of DISH) through which television signals are uplinked to satellites and downlinked by such satellites for reception by end users.

“**DMA**” means any local television broadcast station’s (including the Station’s) “designated market area” as defined in 17 U.S.C. § 122(j).

“**Duplicate Affiliate**” means a Program Stream that has the same affiliation as another program stream of a local television broadcast station assigned to the same DMA.

“**EchoStar**” means EchoStar Corporation or any of its direct or indirect subsidiaries.

“**Effective Date**” has the meaning given to it in the preamble to this Agreement.

“**Enters Into**” (and its correlative forms “**Entered Into**” and “**Entering Into**”) means becoming or having become a party to an agreement (including any amendment, renewal, extension or side letter), whether by writing, oral agreement or purposeful acquiescence (whether due to refraining from the enforcement of a provision or otherwise).

“**Execution Date**” has the meaning given to it in the preamble to this Agreement.

“**FCC**” means the Federal Communications Commission.

“**Force Majeure Event**” has the meaning given to it in Section 16(d)(i).

“**Good Quality Signal**” means, with respect to over-the-air delivery of a Program Stream, a “good quality signal” as defined in 47 C.F.R. § 76.66(g)(2) (or any successor thereto), as measured at the applicable LRF.

“**HD**” means high definition format. For clarity, “HD” does not include HDR or 4K (or any other enhanced format).

“**HDR**” means high-dynamic range.

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“**Indemnification Claim**” has the meaning given to it in Section 11(a).

“**Law**” means any applicable current or future federal, state, local or international law, rule, governmental (or quasi-governmental) order or regulation, including the Children’s Television Act of 1990, all closed captioning and/or video narration requirements (e.g., 47 C.F.R. §§ 79.1 and 79.4) and the CALM Act of 2010. Unless expressly stated otherwise, any reference to any Law within this Agreement means such Law as amended from time to time.

“**Local Market**” means a local television broadcast station’s (including the Station’s) “local market” as determined in accordance with 17 U.S.C. § 122(j).

“**LRF**” means DISH’s designated local receive facility for the Station’s DMA.

“**Other Distributor**” means any entity, including Broadcaster and its Affiliates (but excluding DISH and its Affiliates), that distributes at any time during the Term all or any portion of any Program Stream regardless of means of distribution.

“**OTT Distribution Rights**” means the right to distribute any content contained in the Program Stream(s) via the Internet and/or wireless technologies.

“**Party**” has the meaning given to it in the preamble to this Agreement.

“**Primary Channel**” means the single Program Stream that the Station has designated as its “primary stream” consistent with FCC requirements.

“**Prior Agreement**” has the meaning given to it in Section 16(l).

“**Program Stream**” means each portion of the Station’s signal constituting a single programming feed (i.e., video, audio and/or data components transmitted simultaneously as a single “stream” of programming).

“**Released Matters**” has the meaning given to it in Section 16(m).

“**Reporting Period**” means a period beginning the 22<sup>nd</sup> day of one month and ending the 21<sup>st</sup> day of the immediately following month; provided that, DISH may change such period at any time so long as the period continues to approximate a monthly period.

“**SD**” means standard definition format.

“**Significantly Viewed Area**” means any area outside the Station’s Local Market in which the Station is “significantly viewed,” as determined by the FCC.

“**Sling TV**” means the video programming service(s) distributed via the Internet and/or wireless technologies by DISH or any DISH Affiliate to non-facilities-based subscribers (e.g., the service currently known as “Sling TV”).

“**Station**” means the local television broadcast station set forth in **Exhibit A**.

“**Station Change in Control**” has the meaning given to it in Section 15(b)(i).

“**Station Marks**” has the meaning given to it in Section 7(b).

“**Station Subscriber**” means any Subscriber that DISH or a Subdistributor intentionally has authorized to receive any Program Stream via the Distribution System.

“**Station Transition**” has the meaning given to it in Section 5(d).

“**Subdistributor**” means any entity that DISH intentionally has authorized to distribute any Program Stream pursuant to this Agreement.

“**Subscriber**” means any person, entity or location, whether residential, commercial or otherwise, that DISH or a Subdistributor intentionally has authorized to receive any television programming service via the Distribution System.

“**Subscriber Information**” means all information relating to one or more Subscribers, including names, physical and mailing addresses, email addresses, phone numbers, persistent customer identifiers, account numbers, login credentials, IP addresses, account history and usage data (regardless of whether such usage data is anonymized or aggregated).

“**Term**” has the meaning given to it in Section 2.

“**TV Everywhere Rights**” means the right to distribute to facilities-based subscribers, via the Internet and/or any wireless technologies, any content contained in any Program Stream.

b. Interpretation. The titles and headings of the sections in this Agreement are for convenience only and will not in any way affect the interpretation of this Agreement. Any reference in this Agreement to a “section” or an “exhibit” will, unless the context expressly requires otherwise, be a reference to a “section” in, or an “exhibit” to, this Agreement. Any reference in this Agreement to the singular form of a word (including a defined term) will include the plural form of the word, if applicable, and any reference to the plural form of a word (including a defined term) will include the singular form of the word, if applicable. Except where expressly stated otherwise: (i) “year” or a reference to a particular year (e.g., 2017) means a calendar year; (ii) “month” means a calendar month; (iii) “day” means a calendar day; (iv) “may” means that the applicable Party has a right, but not a concomitant duty; (v) “shall” means that the applicable Party has an obligation to perform; (vi) “shall not” means that the applicable Party is prohibited from taking an action; (vii) all monetary amounts are expressed and, if applicable, payable in United States dollars; (viii) “current” or “currently” means “as of the Execution Date,” but “then-current” or “then-currently” means the present time when the applicable right is exercised or performance rendered or measured; (ix) “notify,” “give notice,” “provide notice” and other similar references means to give notice as provided in Section 14; (x) a Party’s choices and elections under this Agreement are in its sole and absolute discretion for any reason or no reason whatsoever; (xi) “including” means “including, without limitation;” and (xii) “at any time” means “from time to time and at any time.”

2. Term. This Agreement begins on the Effective Date and, unless earlier terminated in accordance with this Agreement, expires at 11:59:59 p.m. Mountain Time on December 31, 2020 (the “Term”).

### 3. Retransmission Consent.

a. Grant of Retransmission Consent by Broadcaster. Pursuant to 47 U.S.C. § 325(b)(1)(A) and the rules and regulations promulgated thereunder, Broadcaster grants to DISH consent throughout the Term to retransmit the signal of the Station (including each Program Stream) on a non-exclusive basis via the Distribution System within the Station’s Local

Market and Significantly Viewed Areas substantially contemporaneously with the Station's primary broadcast. DISH acknowledges and agrees that such consent does not convey to DISH any ownership rights in or to the underlying programming.

b. Processing. Broadcaster grants to DISH the right to downconvert (e.g., HD to SD, any enhanced format to HD or SD) any Program Stream and to retransmit such downconverted stream. Broadcaster grants to DISH the right to use compression, digitizing, multiplexing, modulation, encoding, encryption, testing and similar techniques with respect to the Program Streams.

c. Subdistribution. Broadcaster grants to DISH a non-exclusive right throughout the Term to subdistribute, resell and/or otherwise sublicense each Program Stream to Subdistributors for distribution within the Station's Local Market and Significantly Viewed Areas substantially contemporaneously with the Station's primary broadcast.

d. Start Over and Look Back Functionalities. Broadcaster consents to DISH's use of each Program Stream to enable start over and look back functionalities (and in connection therewith, without limitation, to real-time encode, record and store each Program Stream), with respect to the following components of each Program Stream (and any content contained therein): (A) local and syndicated programming; and (B) network programming, to the extent that DISH has obtained such rights with respect to the applicable broadcast network (e.g., ABC, CBS, Fox, NBC, MyNetwork TV, The CW Network).

e. OTT Distribution. In the event that Broadcaster or the Station obtains in any way (e.g., is granted by the broadcast television network with which the applicable Program Stream is then-currently affiliated) the right to (i) grant OTT Distribution Rights to DISH or to a third party or (ii) exercise OTT Distribution Rights (i.e., distribute Program Streams directly to consumers), then Broadcaster shall notify DISH within 30 days of obtaining such rights and grant to DISH at no cost the right to distribute via Sling TV the Program Stream(s) for which such OTT Distribution Rights were obtained. In the event that DISH notifies Broadcaster that DISH elects to exercise such rights, then Broadcaster shall promptly (and in no event later than 60 days after DISH's request therefor) deliver to DISH an encoded MPEG feed that is a simulcast of the applicable Program Stream(s). Notwithstanding the foregoing, DISH may, at its option, real-time encode the applicable Program Stream(s). In any such case, Broadcaster shall ensure that such feeds are 100% rights-cleared for delivery via Sling TV and DISH may process such feed(s) in accordance with DISH's standard practices for delivering content via the Internet and/or wireless technologies.

f. TV Everywhere. In the event that Broadcaster or the Station obtains in any way (e.g., is granted by the broadcast television network with which the applicable Program Stream is then-currently affiliated) the right to grant TV Everywhere Rights to DISH or to a third party, then Broadcaster shall notify DISH within 30 days of obtaining such rights and grant to DISH at no cost the right to distribute the Program Stream(s) for which such TV Everywhere Rights were obtained to Station Subscribers via the Internet and/or wireless technologies. In the event that DISH notifies Broadcaster that DISH elects to exercise such rights, then Broadcaster shall promptly (and in no event later than 60 days after DISH's request therefor) deliver to DISH an encoded MPEG feed that is a simulcast of the applicable Program Stream(s). Notwithstanding the foregoing, DISH may, at its option, real-time encode the applicable Program Stream(s). In any such case, Broadcaster shall ensure that such feeds are 100% rights-cleared for delivery to Station Subscribers via the Internet and/or wireless technologies and DISH may process such feed(s) in accordance with DISH's standard practices for delivering content via the Internet and/or wireless technologies.

g. Reservation of Rights. Nothing in this Agreement precludes DISH from exercising any transport or other right given to DISH or satellite carriers under Law.

#### 4. Content of the Program Stream(s).

a. Same Content. At all times during the Term, Broadcaster shall cause the programming on each Program Stream as delivered to DISH to be the same as the programming that (i) is included in the applicable Program Stream broadcast over the air by the Station at those same points in time and (ii) is made available or otherwise delivered by Broadcaster (or by an Affiliate of Broadcaster) to each Other Distributor retransmitting or otherwise distributing such Program Stream at those same points in time. Notwithstanding anything to the contrary in this Agreement, in the event that Broadcaster makes available or otherwise delivers any alternative feed (e.g., HD, HDR, 4K) of any Program Stream (or any portion thereof) to any Other Distributor, then Broadcaster shall notify DISH as soon as reasonably practicable (but in no event later than 90 days prior to making such feed available to an Other Distributor) of such alternative feed and, at DISH's election, deliver such feed to DISH at Broadcaster's sole cost and expense.

b. Program Stream Compliance. Broadcaster covenants that each Program Stream will (i) remain, throughout the Term, in compliance with the Children's Television Act of 1990, all closed captioning and/or video narration requirements (e.g., 47 C.F.R. §§ 79.1 and 79.4) and the CALM Act of 2010 and (ii) include all materials associated with such Program Stream that the FCC requires DBS providers to include in their retransmission of local television broadcast stations electing mandatory carriage under its rules. Broadcaster shall cause each Program Stream to include SCTE 35 and/or SCTE 104 ad markers for triggering ad insertion systems, if any, as well as the applicable SCTE markers for in-band and out-band messaging.

c. Copyright Licenses. Except with respect to the programming content described in the second sentence of this Section 4(c), DISH shall have the obligation to secure copyright license rights with respect to DISH's retransmission of any Program Stream via the Distribution System through the perfection of statutory licenses to the extent that such statutory licenses apply. With respect to all programming content of an applicable Program Stream for which Broadcaster has the right to grant copyright licenses, Broadcaster grants to DISH, at no cost, a non-exclusive copyright license for (i) retransmission and/or distribution of the Program Stream(s) in accordance with Section 3 and (ii) advertisements and demonstrations of such retransmissions and/or distributions; provided, however, DISH acknowledges that Broadcaster may not have the right to grant a copyright license to DISH with respect to all of the programming content of the Program Streams and that Broadcaster makes no representation as to which portion of the programming content in the Program Streams Broadcaster can grant a copyright license to DISH. In the event that Broadcaster negotiates copyright licenses from content providers for its own broadcasts, Broadcaster shall use reasonable efforts to secure and pass through such copyright licenses to DISH for retransmissions and/or distributions of the Program Stream(s) in accordance with Section 3.

#### 5. Delivery of the Program Stream(s).

a. Delivery by Broadcaster. Broadcaster shall, at all times throughout the Term, deliver to the applicable LRF(s) (i) a Good Quality Signal of each Program Stream over the air or (ii) a baseband signal of each Program Stream by direct feed via fiber in the same format (e.g., HD, SD) in which such Program Stream is transmitted over the air. Broadcaster will be responsible for all costs and expenses associated with delivering and collecting the Program Streams. For clarity, DISH has no obligation to retransmit or deliver a Program Stream in the event that Broadcaster is not in compliance with this Section 5(a).

b. Consumer Technology. Notwithstanding anything to the contrary in this Agreement, nothing contained in this Agreement prohibits, is intended to prohibit or may be construed to prohibit DISH or any third party from making available any time-shifting technology, place-shifting technology (e.g., Sling technology, DISH Transfer), digital locker technology and/or dish-pointing technology (e.g., Tailgater) in connection with any Program Stream, any content included in any Program Stream or any product or service used or made available by DISH or any third party. Further, nothing contained in this Agreement restricts, is intended to restrict or may be construed to restrict any customer from undertaking any activity (e.g., establishing a connection between such customer's consumer electronic devices and such customer's DISH integrated receiver-decoder). Notwithstanding anything to the contrary set forth in this Agreement, this Agreement does not apply to viewing by a Subscriber of a Program Stream or any television broadcast signal to the extent that such signal initially is received by the Subscriber over the air.

c. Changes to Delivery. Broadcaster shall give DISH at least 90 days' prior notice of any changes (other than de minimis changes) to the Station's technical operations including cessation of service or changes to frequency, power, antenna height or antenna location.

d. ATSC 3.0. In the event that the Station seeks to participate in a transition to broadcasting standards known in the industry as "ATSC 3.0" either by (i) continuing to broadcast pursuant to ATSC 1.0 standards while simulcasting the programming that makes up any Program Stream via another local television broadcast station that is broadcasting pursuant to ATSC 3.0 standards (such simulcast via another local television broadcast station is for purposes of this Section 5(d) considered a Program Stream) or (ii) broadcasting pursuant to ATSC 3.0 standards (each such case, a "**Station Transition**"), then Broadcaster shall provide to DISH at least 180 days' prior notice and, throughout the Term, continue to provide to DISH each Program Stream of the Station in accordance with Section 5(a) pursuant to ATSC 1.0 standards and in the same format(s) (e.g., SD, HD) that the Station provided to DISH immediately prior to such Station Transition (except that, in the case of clause (ii), the Station may use a third-party's broadcast facilities to do so). Broadcaster shall cause each Program Stream broadcast or otherwise delivered pursuant to both ATSC 1.0 standards and ATSC 3.0 standards to be simulcasts of each other and, in each case, to comply with the terms and conditions of this Agreement. For clarity, Broadcaster acknowledges that this Agreement provides retransmission consent to DISH for each such broadcast and/or delivery of a Program Stream. For further clarity, DISH will have the right, but not the obligation, to retransmit any Program Stream broadcast and/or delivered pursuant to ATSC 3.0 standards with ATSC 3.0 characteristics (e.g., 4K, high dynamic range, alternative camera angles) and no Station Transition will trigger any additional obligations for DISH. Following any Station Transition, Broadcaster shall cause the programming (including the amount of each type of programming) contained within each Program Stream of the Station to remain substantially consistent with the programming contained within such Program Stream throughout the 12-month period immediately preceding the Station Transition. Notwithstanding anything to the contrary in this Agreement, DISH is not required to retransmit any program stream of another local television broadcast station that the Station hosts in connection with such other station's transition to ATSC 3.0 standards.

e. Channel Sharing Arrangements. The Parties acknowledge that the program streams of multiple local television broadcast stations may be transmitted via a shared channel whereby the collection of program streams broadcast via a single channel is comprised of the program streams of more than one local television broadcast station, and the Parties acknowledge that despite any such channel sharing arrangement, references in this Agreement to "Station" includes only the local television broadcast station set forth in **Exhibit A** to the extent that such station maintains its license(s) with the FCC.

**6. Retransmission.**

a. Retransmission of Program Streams. DISH shall, as its sole retransmission obligation, retransmit via the Distribution System during the Term the Program Stream(s) of the Station, only if and to the extent expressly required by **Exhibit A**, to Subscribers in the Station's DMA (or in such portion of the DMA that is covered by the applicable satellite spotbeam of the Distribution System) that receive via the Distribution System any other local television broadcast station assigned to the Station's DMA as part of a local-into-local television programming service. Notwithstanding anything to the contrary in this Agreement, with respect to any Program Stream that DISH is obligated to retransmit pursuant to this Agreement, DISH will only be obligated to retransmit the portions thereof that the FCC requires DBS providers to include in their retransmission of local television broadcast stations electing mandatory carriage under its rules.

b. HD Retransmission. With respect to Program Stream(s) that are required to be retransmitted by DISH pursuant to Section 6(a) and **Exhibit A**, DISH shall (i) continue to retransmit in HD each Primary Channel that DISH is retransmitting in HD as of the Effective Date and (ii) commence retransmission in HD of each other Primary Channel on the date required by the FCC's "carry one, carry all" rules applicable to DISH; provided that, with respect to clauses (i) and (ii), the Station must then-currently broadcast such Primary Channel in HD and deliver such Primary Channel to the applicable LRF in HD over the air or by direct feed via fiber, in accordance with Section 5(a).

c. Channel Placement. DISH shall retransmit each Program Stream of the Station that DISH is retransmitting pursuant to this Agreement on a channel position in the same neighborhood as DISH retransmits program streams of other local television broadcast stations assigned to the Station's DMA.

**7. Communications and Use of Marks.**

a. Communications. Broadcaster acknowledges and agrees that it could cause DISH significant harm by communicating directly with or targeting messaging specifically to Subscribers in their capacity as Subscribers. Broadcaster shall not, at any time, engage in any such communication or messaging in any manner whatsoever (including via crawls or messaging embedded in or otherwise appearing on any Program Stream or the Station website). In the event that Broadcaster engages in any such communication or messaging, DISH may cease retransmission of the applicable Program Stream(s) (or replace such Program Stream(s) with a slate).

b. Station Marks. Broadcaster grants to DISH (and to DISH's Affiliates, Subdistributors and retail distribution network), at no cost, a non-exclusive right and license to use the Station Marks to market, promote and advertise any Program Stream (and any package of programming services, product or service offering containing any Program Stream). "**Station Marks**" means the trade name, service marks, trademarks and/or logos of the Station that are protected under United States trademark Laws.



8. **No Retransmission Fees.** DISH (and its Affiliates) shall not be required to pay any fees to Broadcaster with respect to DISH's (and its Affiliates') retransmission of any Program Stream(s) during the Term.

9. **Early Termination Rights.**

a. **Mutual Termination Rights.** Each Party may terminate this Agreement without liability therefor (this termination right is in addition to all other rights and remedies that the Party asserting termination may have at law, in equity, under contract (including this Agreement) or otherwise, all of which are expressly reserved) upon notice to the other Party in the event that the other Party has:

(i) breached or defaulted on any of its material obligations under this Agreement, unless the breach or default is cured within 60 days after the breaching or defaulting Party's receipt of notice of the breach or default from the other Party;

(ii) filed a petition in bankruptcy, is insolvent or has sought relief under any Law due to such Party's financial condition or its ability to meet its payment obligations; or

(iii) had any involuntary petition in bankruptcy filed against it or any relief under any bankruptcy Law has been sought by any of its creditors, unless the involuntary petition is dismissed or the relief is denied within 30 days after it was filed or sought.

b. **DISH Termination Rights.** DISH may terminate this Agreement (without liability therefor):

(i) immediately upon notice to Broadcaster in the event that a change in Law requires DISH to cease retransmitting any Program Stream of the Station under this Agreement (for clarity, with respect to any Program Stream, any limitation of DISH's statutory copyright licenses or any increase in DISH's copyright liability for retransmission of such Program Stream as a result of any repeal or amendment to 17 U.S.C. § 122 or to the rules and regulations promulgated thereunder will be deemed a change in Law requiring DISH to cease retransmitting such Program Stream under this Agreement); or

(ii) upon at least 35 days' prior notice to Broadcaster in DISH's sole and absolute discretion.

10. **Representations and Warranties.**

a. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that as of the Execution Date:

(i) it is duly organized, validly existing and in good standing under the Laws under which it is organized;

(ii) it has the power and authority to enter into this Agreement and to fully perform its obligations under this Agreement;

(iii) the individual executing this Agreement on its behalf has the authority to do so; and

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(iv) the obligations created by this Agreement, insofar as they purport to be binding on it, constitute legal, valid and binding obligations enforceable in accordance with their terms.

b. Broadcaster Representations and Warranties. Broadcaster represents and warrants to DISH that as of the Execution Date:

(i) Broadcaster has all rights necessary to grant to DISH the rights contracted for by DISH under this Agreement, in each case free and clear of all liens, restrictions, charges, claims and encumbrances;

(ii) Broadcaster has all licenses, permits, rights, exemptions, authorizations and consents necessary to fully perform this Agreement; and

(iii) no third party has or has claimed any right that would be inconsistent with the rights granted to DISH in this Agreement.

c. Broadcaster Covenants. Broadcaster covenants to DISH that:

(i) Broadcaster will have, at all times during the Term, all rights necessary to grant to DISH the rights contracted for by DISH under this Agreement, in each case free and clear of all liens, restrictions, charges, claims and encumbrances; and

(ii) Broadcaster will maintain, at all times during the Term, all licenses, permits, rights, exemptions, authorizations and consents necessary to fully perform this Agreement.

d. DISH Representations and Warranties. DISH represents and warrants to Broadcaster that as of the Execution Date DISH has all material authorizations necessary to operate the Distribution System.

## 11. Indemnification.

a. Indemnification Defined Terms. Each of the following terms has the meaning given to it in this Section 11(a):

“**Broadcaster Indemnitee**” means any of (i) Broadcaster or any Broadcaster Affiliate, (ii) any present or future contractor, subcontractor, director, owner, shareholder, trustee, member, manager, partner, officer, employee, representative or agent of Broadcaster or any Broadcaster Affiliate or (iii) any assign, heir, successor or legal representative of a person or entity set forth in clause (i) or (ii) of this definition.

“**DISH Indemnitee**” means any of (i) DISH or any DISH Affiliate, (ii) any present or future authorized distributor, authorized Subdistributor, authorized retailer, contractor, subcontractor, director, owner, shareholder, trustee, member, manager, partner, officer, employee, representative or agent of DISH or any DISH Affiliate or (iii) any assign, heir, successor or legal representative of a person or entity set forth in clause (i) or (ii) of this definition.

“**Indemnification Claim**” means all Claims incurred in connection with, arising out of or relating to any claim, lawsuit or action brought by a third party.

b. DISH's Indemnification. DISH shall indemnify, defend and hold harmless each Broadcaster Indemnitee from, against and with respect to any Indemnification Claim to the extent (and only to the extent) that such Indemnification Claim is incurred in connection with, arises out of or relates to:

(i) any breach or default (or alleged breach or default) by DISH of any provision contained in this Agreement; and/or

(ii) any violation (or alleged violation) of Law by DISH or any DISH Affiliate, including any act or omission on the part of DISH or any DISH Affiliate that directly or indirectly causes Broadcaster, any Broadcaster Affiliate and/or the Station to violate (or allegedly violate) any Law (except to the extent such violation or alleged violation of Law is caused by any act or omission of Broadcaster, any Broadcaster Affiliate and/or the Station).

c. Broadcaster's Indemnification. Broadcaster shall indemnify, defend and hold harmless each DISH Indemnitee from, against and with respect to any Indemnification Claim to the extent (and only to the extent) that such Indemnification Claim is incurred in connection with, arises out of or relates to:

(i) any breach or default (or alleged breach or default) by Broadcaster of any provision contained in this Agreement;

(ii) any violation (or alleged violation) of Law by Broadcaster, any Broadcaster Affiliate and/or the Station, including any act or omission on the part of Broadcaster, any Broadcaster Affiliate and/or the Station that directly or indirectly causes DISH and/or any DISH Affiliate to violate (or allegedly violate) any Law (except to the extent such violation or alleged violation of Law is caused by any act or omission of DISH and/or any DISH Affiliate);

(iii) any Program Stream or any content therein (including advertising spots and direct on-air sales programming contained therein), the sale or marketing of any product or service by, through or on any Program Stream (including assertions related to product liability or personal injury to any person who may use or be affected by the products or services sold or marketed by, through or on any Program Stream), any interruptions in Broadcaster's delivery of any Program Stream and/or any violation (or alleged violation) of any right of any person or entity (including any assertions related to libel, slander or defamation or any trademark or copyright, other than with respect to copyrights required to be obtained by DISH as expressly provided in the first sentence of Section 4(c)); and/or

(iv) any advertising or marketing of any Program Stream, including materials provided or authorized by Broadcaster (or on Broadcaster's behalf, whether by a Broadcaster Affiliate or by a third party) relating to any Program Stream.

d. Claim. A Party claiming indemnification under this Section 11 (on its own behalf or on behalf of another Broadcaster Indemnitee or DISH Indemnitee, as applicable) shall promptly notify the other Party of the Indemnification Claim for which indemnification is sought; provided that, any failure of such Party claiming indemnification to promptly notify the other Party will only relieve such other Party of its indemnification obligation under this Section 11 to the extent that such other Party actually is prejudiced by such delay. The indemnifying Party shall undertake the defense of the Indemnification Claim and permit the indemnified Party to participate in the defense

using counsel of such indemnified Party's choosing, in each case at the indemnifying Party's sole cost and expense. In the event that, in the reasonable discretion of DISH, Broadcaster fails to diligently pursue an Indemnification Claim for which Broadcaster is the indemnifying Party, then DISH may assume control of the Indemnification Claim at Broadcaster's sole cost and expense. The indemnified Party, at the indemnifying Party's sole cost and expense, shall cooperate fully in the defense of the Indemnification Claim. The settlement of any Indemnification Claim, in whole or in part, by the indemnified Party (or by any Broadcaster Indemnitee or DISH Indemnitee, as applicable) without the indemnifying Party's prior written consent will release the indemnifying Party from its obligations under this Agreement with respect to the portion of the Indemnification Claim settled. The indemnifying Party shall not settle any Indemnification Claim without the indemnified Party's prior written consent unless (i) no liability is admitted on behalf of, or can be imputed to, the indemnified Party (or on behalf of, or can be imputed to, any Broadcaster Indemnitee or DISH Indemnitee, as applicable), (ii) no damages are to be incurred by the indemnified Party (or by any Broadcaster Indemnitee or DISH Indemnitee, as applicable) (iii) the indemnified Party (or any Broadcaster Indemnitee or DISH Indemnitee, as applicable) is not required to undertake or forego any action and (iv) such settlement represents a final resolution of such Indemnification Claim.

## 12. Confidentiality.

a. Confidentiality. Neither DISH nor Broadcaster may disclose (orally, in writing, by press release, by public disclosure of any kind or otherwise) any of the other Party's Confidential Information, except as follows:

(i) to its respective directors, officers, members, managers, employees, auditors, lenders and attorneys, in each case in their capacity as such, on a need-to-know basis and subject to an agreement between the relevant Party and the applicable person or entity containing confidentiality restrictions at least as restrictive as the confidentiality restrictions in this Section 12;

(ii) in the case of DISH, to any DISH Affiliate and each such Affiliate's directors, officers, members, managers, employees, auditors, lenders, attorneys and existing and potential third-party financial investors, in each case in their capacity as such, on a need-to-know basis;

(iii) in the case of DISH, to EchoStar, subject to an agreement containing confidentiality restrictions at least as restrictive as the confidentiality restrictions in this Section 12;

(iv) to the extent necessary (A) to comply with Law, redacted to the greatest extent possible, in which case the Party making such disclosure shall so notify the other as promptly as practicable (and before making such disclosure, if possible) and shall seek confidential treatment of such information or (B) to enforce its rights pursuant to this Agreement;

(v) in the case of Broadcaster, as provided in Section 15(b)(iv), subject to an agreement between Broadcaster and the Acquiring Entity containing confidentiality restrictions at least as restrictive as the confidentiality restrictions in this Section 12;

(vi) in the case of DISH, DISH may disclose Section 15 to an Acquiring Entity in connection with such Acquiring Entity's acquisition of the Station;

(vii) in the event that disclosure of the other Party's Confidential Information otherwise is agreed to in writing in advance by the Parties; or

(viii) in the event that Confidential Information has become public, other than as the direct or indirect result of any action or omission by the Party making such disclosure.

Except as provided in clauses (v), (vii) and (viii) of this Section 12(a), Broadcaster (and its Affiliates) shall not disclose any Confidential Information to any other broadcaster (or another broadcaster's Affiliate) or to any person or entity with which Broadcaster, any Broadcaster Affiliate or the Station has Entered Into a joint sales agreement, time brokerage agreement, shared services agreement or any other similar agreement.

b. Responsibility for Further Disclosures. Other than disclosures made by the disclosing Party (or its Affiliate) in accordance with any of clauses (iv), (vi), (vii) and (viii) of Section 12(a), a disclosing Party will be deemed to have made any further disclosures of the other Party's Confidential Information that are made by any person or entity to which the disclosing Party (or its Affiliate) disclosed such Confidential Information.

c. Press Release. Unless agreed to by the Parties in writing, neither Party may issue any press release or other public announcement concerning this Agreement.

d. Subscriber Information. Nothing in this Agreement requires DISH to disclose Subscriber Information to Broadcaster or to any person or entity (including auditors) acting on Broadcaster's behalf. All Subscriber Information is DISH's Confidential Information (regardless of which Party collected, compiled or created such Subscriber Information). Without the prior written approval of DISH, Broadcaster shall not collect or compile, and shall cause all Broadcaster Affiliates and other third parties acting on Broadcaster's behalf not to collect or compile, any Subscriber Information, whether through any Broadcaster application or otherwise. In addition, Broadcaster shall not combine or otherwise associate, and shall cause all Broadcaster Affiliates and any other third parties acting on Broadcaster's behalf not to combine or otherwise associate, any Subscriber Information with any personally identifiable information or otherwise create any customer profile of any Subscriber.

e. Equitable Relief. Each Party agrees that a breach of this Section 12 would be a breach of a material obligation and result in the substantial likelihood of irreparable harm and injury to the other Party for which monetary damages alone would be an inadequate remedy and for which damages are difficult to measure accurately. Accordingly, each Party agrees that the other Party may seek immediate injunctive relief, as well as other equitable relief, for any breach or potential breach of this Section 12.

### 13. Limitation of Liability.

a. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT WITH RESPECT TO THE CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OR DEFAULT OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER, WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

b. EXCEPT AS SET FORTH IN SECTION 12(e), IN NO EVENT WILL DISH OR ANY DISH AFFILIATE BE REQUIRED TO SPECIFICALLY PERFORM ANY OBLIGATION CREATED BY THIS AGREEMENT.

c. IN NO EVENT WILL THE AGGREGATE LIABILITY OF DISH AND ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT AND DISH'S DISTRIBUTION OF THE PROGRAM STREAMS EXCEED \$50,000.

**14. Notices.** All notices or requests that are required or permitted to be given pursuant to this Agreement (unless expressly stated otherwise) must be given in writing and must be sent by first-class certified mail (postage-prepaid), by national courier service (charges prepaid) or by facsimile transmission to the Party to be notified, addressed to such Party at the address(es) or fax number(s) set forth below such Party's signature to this Agreement (or in the event that this Agreement is amended, below such Party's signature to the most recent amendment to this Agreement that contains address(es) or fax number(s) for such Party) or to such other address(es) or fax number(s) as such Party may have substituted by notice (given in accordance with this Section 14) to the other Party. The sending of such notice with confirmation of receipt will constitute the giving of notice. In lieu of the foregoing, DISH may send notices or requests by email (provided that, except as specifically stated to the contrary in this Agreement, email delivery will not be effective against DISH), and notices given by DISH to Broadcaster by email will be deemed given on the date sent to the email address(es) set forth below Broadcaster's signature to this Agreement (or in the event that this Agreement is amended, below Broadcaster's signature to the most recent amendment to this Agreement that contains email address(es) for Broadcaster) or to such other email address(es) as Broadcaster may substitute by notice (given in accordance with this Section 14), unless DISH receives a non-delivery notice to such email address(es).

**15. Successor and Assigns.**

a. Assignment. This Agreement will inure to the benefit of and be binding upon each Party and each of its respective assigns, heirs, successors and legal representatives. Notwithstanding anything to the contrary in the immediately foregoing sentence and except as otherwise provided in this Section 15, neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement, in any manner, direct or indirect, contingent or otherwise, in whole or in part, voluntarily or by operation of law, without the prior written consent of the other Party, except that DISH may assign some or all of its rights and/or obligations under this Agreement, without obtaining the consent of Broadcaster, to: (i) a DISH Affiliate; (ii) a successor entity to its business, whether by merger or by sale of all or substantially all of its assets or stock; and (iii) any assignee or acquirer of substantially all of DISH's contracts that grant DISH consent to retransmit the signals of television broadcast signals via the Distribution System. In the event of any valid assignment of this Agreement in accordance with the terms of this Section 15, the assigning Party will be relieved of all obligations with respect to this Agreement arising after the assignment, and the non-assigning Party shall look solely to the assignee for enforcement of such obligations. Any attempted assignment in violation of this Section 15 may be voided by the written election of the non-assigning Party.

b. Change in Control.

(i) Certain Definitions. "Station Change in Control" means a change in the ownership or licensee status of the Station, whether pursuant to a single transaction or series of transactions and whether by operation of law or otherwise, the result of which is an entity or group of entities:

(A) directly or indirectly gaining the ability to (x) elect or control the votes of the majority of the board of directors or other governing body of the Station, (y) control more than 50% of the voting interests of the Station or (z) direct or cause the direction of the general management and policies of the Station; and/or

(B) becoming the FCC-authorized transferee of the broadcast license(s) of the Station held by Broadcaster (or by a Broadcaster Affiliate).

Each entity or group of entities described above in clauses (A) and (B), an “**Acquiring Entity.**”

(ii) Notice. Broadcaster shall notify DISH of any anticipated Station Change in Control at least 60 days in advance of the effective date of the Station Change in Control and include as part of such notice a statement indicating whether Broadcaster will thereafter continue to have the right to grant retransmission consent with respect to the Station.

(iii) Assignment in the Event of a Change in Control. Concurrently with consummation of a Station Change in Control, Broadcaster shall assign this Agreement to the Acquiring Entity that has the right to grant retransmission consent for the Station, cause such Acquiring Entity to agree in an executed writing (which must include, on the signature page, updated notice contact information) to assume and perform all terms and conditions of this Agreement and, within seven days following consummation of the Station Change in Control, deliver such executed writing to DISH. Broadcaster agrees, on its own behalf and on behalf of the Station, that any failure to fulfill its obligations set forth in this Section 15(b)(iii) will not impair Broadcaster’s grant of retransmission consent to DISH in this Agreement. Additionally, in the event that DISH is a party to any other agreement granting DISH the right to distribute any of the content contained in any Program Stream of the Station to Subscribers via the Internet and/or any wireless technologies, then, at DISH’s request, Broadcaster shall cause the Acquiring Entity assuming this Agreement to agree in an executed writing to assume and perform all terms and conditions of such other agreement applicable to the Station and, within seven days following consummation of the Station Change in Control, deliver such executed writing to DISH.

## 16. Miscellaneous.

a. Governing Law; Venue. This Agreement, the validity of this Agreement, its terms and provisions, the rights and duties of the Parties, the termination of this Agreement, the rights and obligations of the Parties after termination and any other claims under or relating to this Agreement, whether arising in contract, tort, under statute or otherwise, will be governed by and construed in accordance with the laws of Colorado applicable to contracts to be made and performed entirely within Colorado by residents of Colorado, without giving any effect to any of its conflict of law or other provisions that would require application of the laws of any other jurisdiction, subject to applicable provisions of the Communications Act of 1934 and applicable rules, regulations and orders of the FCC. All disputes relating to the foregoing will be litigated solely and exclusively in the United States District Court for the District of Colorado; provided, however, in the event that the United States District Court for the District of Colorado does not have subject matter jurisdiction over any matter for which it is specified in this Section 16(a) as the proper venue, then such matter will be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in the City and County of Denver, Colorado. Each Party consents to the in personam jurisdiction of such courts for such purposes. Each Party waives, fully and completely, any objection to venue in such courts, including any right to dismiss and/or transfer any action pursuant to Title 28 U.S.C. §§ 1404 or 1406 (or any successor statute).

b. Relationship. The relationship of the Parties is that of independent contractors. Nothing in this Agreement may be construed or implied to create a relationship between the Parties as agent/principal, partners, affiliates, joint employers or joint venturers. Neither Party is or will be, or is holding or will hold itself out as, the agent of the other Party or as a joint venturer under this Agreement. Neither Party has or will have the power or authority to act for the other in any manner or to create obligations or debts that would be binding on the other Party. Neither Party is or will be responsible for any obligation of the other Party, for any act or omission of the other Party or for any employee, agent or representative of the other Party. Each Party is and will be responsible for all wages, salaries, taxes and expenses incurred for or by its employees. No Subscriber has or will have any privity of contract or direct contractual or other relationship with Broadcaster by virtue of this Agreement. No supplier of advertising, programming or any other material (e.g., information, functionality, features, technical materials) included in any Program Stream by Broadcaster has or will have any privity of contract or direct contractual or other relationship with DISH by virtue of this Agreement. Broadcaster disclaims any present or future right, interest or estate in or to the transmission facilities of DISH or its Affiliates or subcontractors, and acknowledges that none of DISH, its Affiliates or subcontractors or its or their facilities is a common carrier.

c. Subcontractors. Each Party may engage one or more subcontractors (including such Party's Affiliates and, in the case of DISH, EchoStar) to assist such Party with the exercise or performance of its rights and obligations under this Agreement, and the Party engaging such subcontractor will be responsible for any act or omission of such subcontractor in connection with the exercise or performance of its rights and obligations under this Agreement that, in the event performed or omitted, as applicable, by such Party, would violate any provision of this Agreement (for clarity, any act or omission of a subcontractor in connection with a Party's exercise or performance of its rights and obligations under this Agreement will be deemed to be the act or omission of the Party that engaged such subcontractor).

d. Force Majeure.

(i) Notwithstanding anything to the contrary in this Agreement, neither Broadcaster nor DISH will incur any liability to the other Party, to the other Party's Affiliates or to any other person or entity, with respect to any failure of Broadcaster or DISH, as the case may be, to transmit or retransmit, as applicable, the Program Streams, or to perform any of its obligations under this Agreement, in the event that the failure is due to or arises out of any of the following (each, a "**Force Majeure Event**"):

- A. act of God;
- B. act of public enemy or of war, terrorism, sabotage or riot;
- C. act of local, county, state, federal or other government in its sovereign or contractual capacity;
- D. fire, flood or adverse weather condition, including solar flare or sun outage with respect to satellite transmission interference;
- E. epidemic or quarantine;
- F. strike, lock-out or other labor disturbance;
- G. failure or degradation of (I) the Distribution System (including any satellite(s) employed by DISH, its Affiliates or subcontractors, any transponder on such satellite(s), and the uplinking center(s) and LRFs employed by DISH) and (II) DISH's automated billing and authorization system; or



H. any other cause beyond the reasonable control of Broadcaster or DISH, as applicable.

(ii) The affected Party shall provide notice of non-performance or failure due to a Force Majeure Event to the other Party within 24 hours after the start of such non-performance or failure (or, in the event providing notice within such time frame is not commercially practicable due to the Force Majeure Event, as soon as possible thereafter) and any such non-performance or failure will be excused for the period that such Force Majeure Event causes such non-performance or failure; provided, however, in the event that DISH determines it is commercially or technically infeasible to cure a Force Majeure Event with respect to the Distribution System or one or more satellites or any transponder on such satellite(s), and DISH so notifies Broadcaster, then DISH may terminate this Agreement effective immediately upon delivery of notice of termination to Broadcaster.

(iii) Each Party acknowledges and agrees that, although each Program Stream may at any given time be uplinked to only one of several satellites, failure or degradation in any of the satellites used by DISH may require DISH to reduce the number of programming services available for allocation among all of the satellites, and such reduction may include, at DISH's option, curtailment or termination of the retransmission of the Program Stream(s) by DISH. Accordingly, DISH will not incur liability for not distributing any Program Stream in the event of failure or degradation of any satellite or any transponder on such satellite, regardless of whether the satellite to which any such Program Stream is uplinked at the time of the failure or degradation is itself the subject of the failure or degradation.

(iv) In the event of a Force Majeure Event whereby a local broadcast station's (including, without limitation, the Station's) signal is (A) no longer transmitted over-the-air or otherwise being made available to the public within such local broadcast station's Local Market; or (B) no longer able to be received by DISH at the applicable LRF, then (I) Broadcaster acknowledges that, as a result of such a Force Majeure Event, households within such Local Market are "unserved households" with respect to the applicable local broadcast station's affiliation as defined under 17 U.S.C. §119(d)(10) for the duration of such Force Majeure Event and (II) upon notice to Broadcaster (which notice may be provided via email) (x) Broadcaster consents to DISH's import of a "distant signal" into, and retransmission of, such distant signals to DISH's subscribers within the Station's Local Market and/or (y) the exportation of one or more Program Streams into the impacted Local Market for the duration of such Force Majeure Event. Broadcaster hereby expressly and irrevocably waives any and all rights it might have to challenge, protest, block, prevent, restrict, limit, or seek damages for such importation, exportation or distribution under the Copyright Act, the Communications Act of 1934, as amended, or any other Law.

e. Severability. In the event that any provision in this Agreement is determined to be invalid, unenforceable or illegal, then the provision will be reformed to the minimum extent necessary to cause the provision to be valid, enforceable and legal while preserving the intent of the Parties as expressed in, and the benefits to the Parties provided by, this Agreement; provided, however, in the event that the provision cannot be so reformed, then the provision will be severed from this Agreement and the remainder of this Agreement will remain effective and will be construed in accordance with its terms as if the invalid, unenforceable or illegal provision was not contained in this Agreement. Notwithstanding anything to the contrary in this Agreement, in the event that any Law is changed in a way that makes any term of this Agreement illegal or unenforceable, or changes the intent of any provision of this Agreement or of this Agreement as a whole, then the Parties shall negotiate in good faith to modify this Agreement to account for such

change in the Law. In the event that the Parties are unable to agree to such a modification of this Agreement under such circumstances, then DISH either may terminate this Agreement (without liability therefor) or deem the affected term eliminated from this Agreement.

f. Monitoring Account. Upon the Station's request (which request must include (i) an engineering contact for that Station and (ii) the primary address of that Station), DISH shall provide to the Station (at the Station's primary address), for so long as DISH retransmits the Station, a monitoring account consisting of the following: (A) one DISH system (i.e., a receive dish, a set-top box and related equipment, but excluding a television monitor), to be installed by DISH; and (B) one subscription to a DISH package of local programming services that includes the Station.

g. Survival. Any provision of this Agreement that logically would be expected to survive the termination or expiration of this Agreement will survive such termination or expiration, including all representations and warranties, indemnifications, confidentiality obligations, audit rights, certification obligations, limitations of liability, choice of law provisions and notice provisions.

h. No Inference Against Author. Each Party acknowledges that this Agreement was fully negotiated by the Parties with the assistance of legal counsel and that, therefore, no provision of this Agreement may be interpreted against either Party because that Party or its legal representative drafted the provision.

i. Waivers; Cumulative Remedies. The failure of either Party to insist upon strict performance of any provision of this Agreement will not be construed as a waiver of any subsequent breach of the same or similar nature. Any waiver of any provision of this Agreement must be in writing and signed by the Party against whom the waiver is sought to be enforced. All rights, remedies and defenses expressly reserved to either Party under this Agreement will be cumulative and will not limit any other right, remedy or defense that either Party may have at law, in equity, under contract (including this Agreement) or otherwise, all of which are expressly reserved. In the event that this Agreement specifies a Party may exercise a right (or take some action) or refrain from exercising a right (or refrain from taking some action), then that Party may do so (but is not obligated to do so) without incurring any liability whatsoever.

j. Counterparts. The Parties may execute this Agreement in several counterparts, each of which is deemed an original and all of which constitute only one agreement between the Parties.

k. No Third-Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties and their permitted assigns and, except as specifically set forth in this Agreement, no third party may be a beneficiary of, or have any rights by virtue of, this Agreement.

l. Prior Agreements. On the Effective Date, all prior agreements or arrangements between any Broadcaster Clean Slate Entity and any DISH Clean Slate Entity on the subject matter of this Agreement (each, a "**Prior Agreement**") hereby are terminated and, with respect to the period beginning on the Effective Date, are of no further force or effect, except with respect to any provisions of a Prior Agreement that survive the termination or expiration of such Prior Agreement.

m. Clean Slate. Broadcaster, representing itself and its Affiliates (each, including Broadcaster, a "**Broadcaster Clean Slate Entity**"), on the one hand, and DISH, representing itself and its Affiliates (each, including DISH, a "**DISH Clean Slate Entity**"), on the other hand, acknowledge and agree that all obligations of the other(s) that accrued prior to the Execution Date with respect to DISH's retransmission of the Program Streams and all other obligations under any

Prior Agreement (the “Released Matters”) are hereby deemed performed and satisfied as of the Execution Date, and each Broadcaster Clean Slate Entity and DISH Clean Slate Entity hereby forever releases and discharges all DISH Clean Slate Entities and all Broadcaster Clean Slate Entities, respectively, from all past and present Claims, whether known or unknown, suspected or unsuspected or contingent or fixed, in each case, related to the Released Matters that such Broadcaster Clean Slate Entity or DISH Clean Slate Entity, as applicable, has or had or may claim to have or have had against any DISH Clean Slate Entity or Broadcaster Clean Slate Entity, respectively, from the beginning of time to the Execution Date. Notwithstanding the foregoing, none of the Broadcaster Clean Slate Entities or DISH Clean Slate Entities, as applicable, will be released or discharged from the following: (i) its indemnification obligations, if any, concerning third-party claims, suits or other actions that may be set forth in any Prior Agreement and which survive the expiration or termination of the applicable Prior Agreement; (ii) its confidentiality obligations, if any, that are set forth in any Prior Agreement; and (iii) any obligation of any Broadcaster Clean Slate Entity pursuant to any Prior Agreement to make or provide any most-favored nation offer or notice.

For clarity, the Parties intend the execution of this Agreement to be effective as a full and final release and discharge of, and as a bar to, any Claim described above, even if following the Execution Date any Broadcaster Clean Slate Entity or DISH Clean Slate Entity discovers any fact different from, or in addition to, the facts that such entity now knows or believes to be true in relation to such Claim. Each Party acknowledges and agrees that it is familiar with, and hereby expressly waives (on behalf of each Broadcaster Clean Slate Entity or DISH Clean Slate Entity, as applicable), all of the rights and privileges provided by California Civil Code § 1542 (and by all similar Laws of any jurisdiction). As of the Execution Date, California Civil Code § 1542 states the following:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

For clarity, no portion of this Section 16(m) is or may be construed as an admission of liability or truth of any fact in relation to any dispute between the Parties.

n. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior negotiations and proposed agreements, written or oral, regarding that subject matter. This Agreement may not be amended or modified except in a writing executed by each of the Parties. Except as expressly set forth in this Agreement, neither Party will be bound by any communications between them concerning the subject matter of this Agreement unless the communication is in writing, bears a date that is contemporaneous with or subsequent to the Execution Date and is executed by each of the Parties.

*[The rest of this page left intentionally blank; signature page follows.]*

The Parties have caused this Agreement to be signed as of the Execution Date.

**DISH:**

DISH NETWORK L.L.C.

By: \_\_\_\_\_  
Name: Andrew LeCuyer  
Title: SVP, Programming

Notice Address:  
DISH Network L.L.C.  
Attn: Senior Vice President, Programming

*If by overnight courier service or personal delivery:*

9601 S. Meridian Boulevard  
Englewood, Colorado 80112

*If by first-class certified mail:*  
P.O. Box 6655  
Englewood, Colorado 80112

*If by facsimile:*  
Fax #: (303) 723-1999

with a copy to:  
Office of the General Counsel  
DISH Network L.L.C.

*If by overnight courier service or personal delivery:*

9601 S. Meridian Boulevard  
Englewood, Colorado 80112

*If by first-class certified mail:*  
P.O. Box 6655  
Englewood, Colorado 80112

*If by facsimile:*  
Fax #: (303) 723-1699

Operational Inquiries:  
*For routine operational inquiries for which notice is not required under this Agreement:*  
LocalOperations@dish.com

**BROADCASTER:**

ASSOCIATED CHRISTIAN TELEVISION SYSTEM, INC.

By: \_\_\_\_\_  
Name: Claud Bowers  
Title: President & General Manager

Notice Address:  
Associated Christian Television System, Inc.  
Attn: President

*If by overnight courier service, first-class certified mail or personal delivery:*

123 E Central Parkway  
Altamonte Springs, Florida 32701

*If by facsimile:*  
Fax #: (407) 263-4041

*If by email:*  
CCB@superchannel.com

Operational Inquiries:  
*For routine operational inquiries for which notice is not required under this Agreement:*  
CCB@superchannel.com

CM

**EXHIBIT A**

**Station List**

STATION	DMA	PROGRAM STREAM					
		Primary (Dot 1) Channel Affiliation	Multicast (Dot 2) Channel Affiliation	Multicast (Dot 3) Channel Affiliation	Multicast (Dot 4) Channel Affiliation	Multicast (Dot 5) Channel Affiliation	Multicast (Dot 6) Channel Affiliation
WACX	Orlando – Daytona Beach – Melbourne, Florida	Religious*	GOD TV	GEB America	SonLife	Vida Vision	QVC

\* Required retransmission subject to the terms and conditions of this Agreement.

CM