



DIRECTV

December 13, 2017

Associated Christian Television System, Inc.
WACX-TV
123 E. Central Parkway
Altamonte Springs, FL 32701
Attn: Claud Bowers, President

Re: Temporary Carriage Agreement (“Agreement”) – WACX-TV (DMA: Orlando-Daytona)

Ladies and Gentlemen:

This Agreement is entered into as of the above date and effective January 1, 2018 (the “Effective Date”), by and between DIRECTV, LLC, a California limited liability company (“DIRECTV”), and Associated Christian Television System, Inc. (“Station Owner”), the Federal Communications Commission (“FCC”) licensee of the full power broadcast television station WACX-TV (the “Station”) in the Orlando-Daytona designated market area (“DMA”).

This Agreement shall serve as a grant of retransmission consent for DIRECTV and outlines the terms under which DIRECTV may retransmit the Signal (as defined below) of the Station in the DMA.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term: This Agreement shall commence on the Effective Date and continue through December 31, 2020 (the “Term”).

2. Definitions:

(i) “DIRECTV System” means the television system owned, operated, controlled or otherwise accessed by DIRECTV for the distribution of video and other programming services, including without limitation the system whereby the programming satellite signal or feed is received by a DIRECTV turnaround earth-station facility which compresses and processes the signal or feed and then uplinks it to a direct-to-home communications satellite (a “DTH Satellite”) for transmission to DIRECTV's subscribers.

(ii) “Signal” means, with respect to the Station, the over-the-air broadcast signal, collected at DIRECTV's designated local receive facility (“LRF”) in a form compliant with Advanced Television Systems Committee 1.0 standards (which shall consist of the same programming delivered to all other distributors).

(iii) “Primary Signal,” means a single video stream and related audio portion of the Signal containing one channel of full-screen video and audio programming that is designated by Station as “Primary,” and is the most highly rated and widely distributed digital video stream; and

(iv) “Multiplexed Programming,” which means any additional stream contained in a Station's Signal that is not the Primary Signal.

3. Consent: For the Term of this Agreement and pursuant to Section 325(b) of the Communications Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder (the “Act”), Station Owner hereby grants its consent to DIRECTV with respect to the Station, to receive and retransmit the Signal of the Station via the DIRECTV System in accordance with the provisions of this Agreement.

4. Carriage: Station Owner acknowledges that, as of the Effective Date, DIRECTV is under no obligation to carry the Station’s Signal (or any portion thereof) in either standard definition or high definition during the Term. However, DIRECTV agrees to continue to retransmit the Primary Signal in the same format as DIRECTV currently carries the Station; provided Station Owner further understands and acknowledges that DIRECTV may during said Term cease carriage of the Signal at any time, at its sole discretion, for any reason or no reason, upon at least thirty (30) days’ notice and Station Owner agrees not to seek legal or regulatory recourse if and when DIRECTV ceases carriage. Station Owner hereby agrees that DIRECTV may down-covert the Signal (including the Primary Signal) to the extent the Station transmits the Signal in high definition format.

5. Signal Delivery: Notwithstanding anything to the contrary in this Agreement or the Act, for all periods during the Term during which DIRECTV is retransmitting the Station’s Signal, Station Owner, at its sole cost and expense, shall deliver “a good quality signal” (as defined in the FCC rules) to DIRECTV’s designated LRF in the Station’s DMA.

6. Waiver of Must Carry Rights: In consideration of DIRECTV’s retransmission of the Signal, and for other good and valuable consideration, Station Owner hereby waives (on behalf of itself and each Station, whether or not DIRECTV retransmits such Station) for all periods during the Term any and all rights to assert or enforce the rights under the “must-carry” rules, which means the rules and regulations adopted by the FCC implementing 47 U.S.C. § 338, as such rules and such statutory provisions may be amended from time to time, with respect to the Station. The waiver set forth in this Section 6 and the other terms of this Agreement will continue throughout the Term notwithstanding any sale or transfer of the Station, and this Agreement shall be binding on any successor or assign, including by operation of law.

7. No License Fees: No license fees shall be payable by DIRECTV hereunder.

8. Miscellaneous: Station Owner represents and warrants to DIRECTV that the individual executing this Agreement on behalf of Station Owner has the authority to do so. Each party shall keep the terms of this Agreement confidential except as otherwise agreed to by the parties. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements or understandings related to the subject matter hereof. 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.

Please acknowledge your acceptance and agreement with the above by your signature below.

Sincerely,

DIRECTV, LLC

By: _____

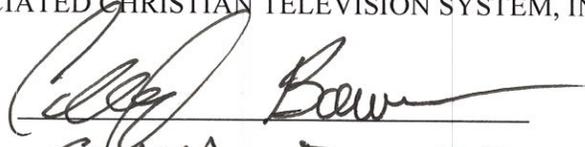
Name: _____

Title: _____

ACCEPTED AND AGREED TO AS OF THE ABOVE DATE:

ASSOCIATED CHRISTIAN TELEVISION SYSTEM, INC.

By:



Name:

CLARK BOWERS

Title:

president, WACX-TV