

## CHANNEL SHARING AGREEMENT

This Channel Sharing Agreement (hereinafter “Agreement”) is made as of January 8, 2016 by and between Christian Worldview Broadcasting Corporation (“Sharer”) and Broadcasting for the Challenged, Inc. (“Sharee”).

A. Sharer owns and operates WTWV, Memphis, Tennessee (Facility ID #81692), including its primary and multicast streams (“Sharer’s Station”) pursuant to licenses issued by the Federal Communications Commission (the “FCC”):

B. Sharee owns and operates WWTW, Senatobia, Mississippi (Facility ID #84214), including its primary and multicast streams (“Sharee’s Station”) pursuant to licenses issued by the FCC.

C. Sharee desires to participate in the broadcast incentive auction conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 11296, §6403, 126 Stat. 156, 225-230 (2012)) (“Incentive Auction”) under the channel sharing rules;

D. If Sharee’s participation in the Incentive Auction is Successful (as defined in Section 1.2(a) below), Sharee will relinquish the television channel currently licensed to it by the FCC, and Sharer and Sharee will share Channel 23 (the “Shared Channel”), which is currently exclusively licensed to Sharer;

E. Sharer and Sharee desire to set forth their agreement with respect to the matters set forth herein, including to agree on how revenues received from the Incentive Auction will be divided and to provide for joint use of the Shared Channel and shared facilities;

F. If Sharee’s participation in the Incentive Auction is Successful, Sharer will own and operate certain assets, including the transmitter located at the current WTWV (Channel 23) transmitter site location (the “Transmitter Site”) and other equipment necessary for channel sharing that will be used by Sharer and Sharee in the operation of their television stations broadcasting on the Shared Channel (the “Shared Equipment,” and together with the Transmitter Site, the “Transmission Facilities”); and

G. Sharer and Sharee desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing the Incentive Auction and channel sharing agreements, including without limitation the Report and Order adopted in ET Docket No. 10-235, released April 27, 2012 (the “**Channel Sharing Order**”), the Report and Order adopted in GN Docket No. 12-268, released June 2, 2014 (the “**Incentive Auction Order**”), the First Order on Reconsideration and Notice of Proposed Rulemaking, adopted in GN Docket No. 12-268, released June 12, 2015 (the “**First Order**”), the Second Order on Reconsideration, adopted in GN Docket No. 12-268, released June 19, 2015 (the “**Second Order**”), the Procedures for Competitive Bidding in Auction 1000, Including Initial Clearing Target Determination, Qualifying to Bid, and Bidding in Auctions 1001 (Reverse) and 1002 (Forward), adopted in GN Docket No. 12-268, released August 11, 2015 (the “**Procedures**

**Public Notice**”), the Guidance Regarding the Prohibition of Certain Communications During the Incentive Auction, Auction 1000, adopted in GN Docket No. 12-268, released October 6, 2015 (the “**Communications Guidance**”) and the Application Procedures for Broadcast Incentive Auction Scheduled to Begin on March 29, 2016; Technical Formulas for Competitive Bidding, adopted in GN Docket No. 12-268, released October 15, 2015 (“**Application Procedures Public Notice**”), and the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (together with the Channel Sharing Order, the Incentive Auction Order, the First Order, the Second Order, the Procedures Public Notice, the Communications Guidance, the Application Procedures Public Notice, and any other FCC orders or public notices relating to the Incentive Action, the “**Channel Sharing Rules**”) on the terms set forth in this Agreement.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

### **ARTICLE 1: AUCTION PARTICIPATION**

1.1. Term. The term of this Agreement (the “Term”) will begin on the date of this Agreement and, unless extended or earlier terminated in accordance with this Agreement, will continue until:

(a) if Sharee is Successful in the Incentive Auction, the date twenty (20) years after the date of this Agreement, which Term shall thereafter automatically renew for successive terms of twenty (20) years each, unless either party gives written notice of non-renewal at least 180 days prior to the end of the then-current Term or unless earlier terminated in accordance with this Agreement; or

(b) if Sharee is not Successful in the Incentive Auction, the first to occur of: (i) the date Sharee exits from the Incentive Auction, (ii) the date the FCC notifies Sharee it is not a qualified bidder in the Incentive Auction or (iii) the date that Sharee notifies Sharer that the FCC’s price for Sharee’s channel in the Incentive Auction is unacceptable.

### 1.2. Auction.

(a) Definition of Successful Auction Participation. For purposes of this Agreement, “Successful” participation in the Incentive Auction is defined as the FCC and Sharee entering into a binding commitment whereby the FCC will purchase Sharee’s channel at a price acceptable to Sharee. Neither party shall take any action that would reasonably be expected to result in the loss of Sharee’s eligibility to participate in the Incentive Auction. If Sharee is Successful in the Incentive Auction, Sharee shall be obligated to channel share with Sharer and the parties shall allocate Auction Revenue set forth in Section 1.2 (b).

(b) Allocation of Auction Revenue. The parties shall divide the revenue received from Successful participation in the Incentive Auction as follows: Sharer shall receive Eighty Percent (80%) of the Incentive Auction revenues and Sharee shall received Twenty Percent (20%) of the Incentive Auction revenues. If Sharee receives any payment from the FCC as a result of the parties' Successful participation in the Incentive Auction, then within five (5) business day after receipt of such payment, Sharee shall disburse the above-referenced amount allocated to Sharer (without offset or deduction) by wire transfer of immediately available funds.

(c) FCC Application. Sharee shall timely file and thereafter diligently prosecute an application (the "FCC Application") to participate in the Incentive Auction (as a channel sharer with Sharer) agreeing to relinquish Sharee's channel. The parties shall cooperate in good faith with respect to the FCC Application and the Incentive Auction, and each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Each party shall notify each other of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby. Sharer shall furnish Sharee with such information and assistance as Sharee may reasonably request in connection with Sharee's preparation of the FCC Application. Neither party shall take any action that would reasonably be expected to result in the dismissal of the FCC Application.

## **ARTICLE 2: CAPACITY AND FCC LICENSES**

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, Sharer and Sharee shall share the 6 MHz Shared Channel (or 19.39 Megabits per second ("**Mbps**") of capacity as allocated under the current ATSC 1.0 standard), as set forth in this Agreement, which may be modified from time to time by mutual written agreement of the parties but which, at a minimum, shall provide that each channel sharing licensee shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one (1) Standard Definition ("**SD**") program stream at all times.

Each of Sharer and Sharee shall be entitled to 9.695 Mb/s of the Shared Channel for their respective broadcast needs. Other than the required common Program and System Information Protocol ("**PSIP**") information, each party may set the bit rates it elects for audio, video or other ancillary data to be broadcast on its television station using the Shared Channel. Sharer and Sharee shall allocate the requisite amount of bits of the Shared Channel for the common PSIP information necessary to provide the required tuning and guide information such that: (i) the bits devoted to the common requirements will be deducted equally from each party's bit allowance; (ii) the parties shall mutually agree to the minimum number of days of Event Information Table ("**EIT**") information to be provided; and (iii) the parties acknowledge that a number of null packets may be required for television receivers to respond properly (and the amount of required null packets shall be deducted equally from each party's bit allowance), and the parties shall cooperate to ensure proper reception and decoding of the signal. Notwithstanding anything herein to the contrary, each of Sharer and Sharee may elect to make a portion of their bit allowance on the Shared Channel available to the other for use under mutually agreed upon terms.

2.2. Encoding. Sharer and Sharee shall implement (a) a shared encoding pool or (b) such other technical solution which materially effectuates the parties' intent under this Agreement. Each of Sharer and Sharee shall have the right to monitor and audit the Shared Channel's encoding system to ensure compliance with Section 2. Each of Sharer and Sharee shall make all records of such encoding available to the other upon written request during normal business hours.

2.3. Changes to Allocation. In the event that a new standard of modulation is implemented by Sharer, Sharer and Sharee shall cooperate to divide the available bandwidth on an equal basis consistent with this Agreement.

2.4. Commitment to Provide Capacity. Sharer shall transmit content provided by Sharee using the Shared Equipment. Except as provided herein, Sharer shall not alter the content provided by Sharee; provided, however that Sharer may: (i) encode, compress and/or modulate the content as required to multiplex together Sharer and Sharee content streams using the parameters agreed to in this Agreement, and (ii) combine the EIT and other information into a common PSIP format for transmission as agreed to in this Agreement.

2.5. Payment for Capacity Use.

(a) Relocation and Repacking Costs. If Sharer is reassigned a new channel as a result of the FCC's repacking process following the Incentive Auction, Sharer shall seek reimbursement from the TV Broadcaster Relocation Fund for the costs it reasonably incurs, if any, in relocating the Shared Channel to a new channel. Sharee shall reimburse Sharer for fifty percent (50%) of any amounts that are (i) incurred by Sharer in relocating to a new shared channel that are required and associated with the transmission portion of station broadcast expenses, and (ii) not reimbursed by the TV Broadcaster Relocation Fund. Any costs incurred by Sharee associated with the move to the Transmission Facilities and the installation or modification of any Sharee equipment (including exciters, direct fiber feeds to MVPDs, labor, etc.) in connection with the repacking of the Shared Channel will be borne solely by Sharee.

(b) Initial Capital Expenditures. The parties shall work together cooperatively and in good faith to identify any equipment purchases, equipment upgrades or other capital expenditures necessary for the parties to perform their respective obligations under this Agreement ("Initial Capital Expenditures"). Each of Sharer and Sharee shall be responsible for Fifty Percent (50%) of the aggregate amount of any such expenditures or proposed expenditures. For convenience, Sharer shall procure such equipment to the extent reasonably feasible and invoice Sharee within thirty (30) days of such procurement for reimbursement of its share of any Initial Capital Expenditures, such reimbursement to be made within thirty (30) days following receipt of such invoice. Sharer shall hold title to any such newly-acquired channel sharing equipment.

(c) Ongoing Shared Costs. In reimbursement for the shared ongoing operating expenses incurred by Sharer under this Agreement, Sharee shall pay to Sharer an operating fee equal to fifty percent (50%) of the total operating expenses reasonably incurred by Sharer in the ordinary course of business to maintain the Transmission Facilities (“Shared Costs”). Such Shared Costs shall also include (i) expected intermittent costs such as tower maintenance and (b) reasonable equipment improvements, upgrades and replacement.

## 2.6. FCC Licenses.

(a) Authorizations. Each of Sharer and Sharee represents and warrants to the other that it has obtained all FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its respective station. Each of Sharer and Sharee shall maintain all such licenses, approvals and authorizations in full force and effect during the Term.

(b) Compliance with Law. Sharer shall comply with this Agreement, the Channel Sharing Rules, and with all FCC and other applicable laws with respect to its ownership and operation of Sharer’s Station and its use of the Shared Channel, and Sharee shall comply with this Agreement, the Channel Sharing Rules and with all FCC and other applicable laws with respect to its ownership and operation of Sharee’s Station and its use of the Shared Channel. Sharer shall be solely responsible for all content it transmits on the Shared Channel, and Sharee shall be solely responsible for all content it transmits on the Shared Channel. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws.

(c) Control. Consistent with FCC rules, Sharer shall control, supervise and direct the day-to-day operation of Sharer’s Station (including Sharer’s employees, programming and finances), and Sharee shall control, supervise and direct the day-to-day operation of Sharee’s Station (including Sharer’s employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. Neither Sharer nor Sharee shall hold itself out as the licensee of the other’s television station using the Shared Channel, and nothing in this Agreement shall give either party an ownership interest in the other party’s station. Neither Sharer nor Sharee shall use the call letters of the other’s television station in any medium.

(d) FCC Fees. Each of Sharer and Sharee shall be responsible for timely payment of all fees owed by it to the FCC with respect to its television station using the Shared Channel. Each of Sharer and Sharee shall be responsible for fifty percent (50%) of any joint fees, if any, assessed by the FCC on the Shared Channel.

(e) Cooperation. If Sharee’s participation in the Incentive Auction is Successful, each of Sharer and Sharee shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of the Shared Channel or the Transmission Facilities. Neither Sharer nor Sharee shall take any action or fail to take any action which interferes with or is reasonably likely to interfere with the other’s use of capacity on the Shared Channel or the

Transmission Facilities.

### **ARTICLE 3: POST-AUCTION OPERATIONS**

The terms of this Article 3 shall be effective only from and after the date (if any) that Sharee's participation in the Incentive Auction is Successful.

#### **3.1. Transmission Facilities.**

(a) Operations. Sharer shall provide Sharee with access to the Shared Equipment during normal business hours and upon 24 hours notice outside of normal business hours. Sharee may use the Transmission Facilities only for the operation of its television station in the ordinary course of business and for no other purpose. Each of Sharer and Sharee shall comply in all material respects with all federal, state and local laws applicable to its operations from the Transmission Facilities. Each of Sharer and Sharee shall maintain, at its own expense, sufficient insurance with respect to its use of the Shared Equipment and operations from the Transmitter Site during the Term and shall name the other broadcaster as an additional insured under such policies.

(b) Shared Transmission Facilities. During the Term, Sharer shall maintain and repair the shared Transmission Facilities in accordance with good engineering practices customary in the television industry and shall keep Sharee reasonably informed as to all material repairs to such facilities. Title to all such shared Transmission Facilities shall remain with Sharer and Sharee shall not move, damage or interfere with such facilities.

(c) Exclusive Equipment. Each of Sharer and Sharee shall maintain, repair and replace any equipment owned solely by it located at the Transmitter Site in accordance with good engineering practices customary in the television industry. Title to all such equipment solely owned by Sharer or Sharee shall remain with such broadcaster, and the other party shall not move, repair, damage or interfere with any such equipment.

(d) Contractors. All contractors and subcontractors of each of Sharer and Sharee who perform any service for Sharer or Sharee at the Transmitter Site or any other shared facilities shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed in the state where the Transmitter Site or such other shared facility is located.

(e) Hazardous Materials. Each of Sharer and Sharee shall: (i) comply with all environmental laws applicable to its operations from the Transmitter Site and any other shared facilities, (ii) not cause or permit the release of any hazardous materials on, to or from the Transmitter Site or any other shared facilities in violation of any applicable environmental laws, (iii) not take any action that would subject the Transmitter Site or any other shared facilities to permit requirements for storage, treatment or disposal of hazardous materials and (iv) not dispose of hazardous materials on the Transmitter Site or any other shared facilities except in

compliance with applicable law.

(f) Termination. At the end of the Term (or upon any earlier termination of this Agreement), Sharee shall vacate the Transmitter Site and any other shared facilities, move all of its assets and employees (if any) from such site, surrender the Shared Equipment in substantially the same condition existing on the date of commencement of the Term (reasonable wear and tear excepted), and return all keys and other means of entry to Sharer.

3.2. Interference. Each of Sharer and Sharee shall use commercially reasonable efforts to avoid interference with their respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. Neither party shall make changes or installations at the Transmitter Site or any other shared facilities that will impair or interfere in any material respect with the other party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the interfering party shall notify the other party in writing and take all commercially reasonable steps to correct such interference in all material respects within two business days.

3.3. Cooperation. In the event it is necessary for Sharer or Sharee to reduce, limit or temporarily cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facilities so that the other party may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Equipment at the Transmitter Site or any other shared facility, the requesting party shall cooperate in a commercially reasonable manner. If necessary, the non-requesting party shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facility, provided that the requesting party takes all reasonable steps to minimize the amount of time the non-requesting party shall operate with reduced facilities and that the requesting party takes all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a time convenient to the non-requesting party.

3.4. Force Majeure. Neither party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

#### **ARTICLE 4: INDEMNIFICATION**

4.1. General Indemnification. Subject to Section 4.3, each of Sharer and Sharee shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from: (i) any breach of any representation or warranty made by it under this Agreement, (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement and (iii) if Sharee is Successful in the Incentive Auction, its use of the Transmission Facilities or its use of the Shared Channel. Sharer hereby expressly disclaims any and all liability with respect to Sharee's Station,

and Sharee hereby expressly disclaims any and all liability with respect to Sharer's Station. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

4.2. Programming Indemnification. Without limiting the terms of Section 4.1, subject to Section 4.3, if Sharee is Successful in the Incentive Auction, each of Sharer and Sharee shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from the operation of its television station using the Shared Channel and the programming or advertising broadcast on such station, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

4.3. Liability. In no event shall either party have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if such party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages.

4.4. Survival. The parties' obligations under this Article 4 shall survive any termination or expiration of this Agreement.

## **ARTICLE 5: TERMINATION AND REMEDIES**

### **5.1. Termination.**

5.1.1. Breach by Sharee. In the event of a breach of or default under this Agreement by Sharee in any material respect which is not cured (or resolved pursuant to the Section 6.11 arbitration provision of this Agreement), Sharer may terminate this Agreement after providing written notice to Sharee (of not less than thirty (30) calendar days) of said breach or default.

5.1.2. Breach by Sharer. In the event of a breach of or default under this Agreement by Sharer in any material respect which is not cured (or resolved pursuant to the Section 6.11 arbitration provision of this Agreement), Sharee may terminate this Agreement after providing written notice to Sharer (of not less than thirty (30) calendar days) of said breach or default.

5.1.3. Not Successful in the Incentive Auction. This Agreement shall terminate automatically if Sharee is not Successful in the Incentive Auction.

5.1.4. Loss of License. This Agreement shall terminate automatically if the FCC authorization to operate on either Sharer's Station or Sharee's Station is revoked, relinquished,



withdrawn, rescinded, canceled or not renewed.

5.2. Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination.

5.3. Specific Performance. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

## **ARTICLE 6: MISCELLANEOUS**

6.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding Sharer and Sharee and their respective businesses and properties that is disclosed in connection with the performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination or expiration of this Agreement.

6.2. Authority. Each of Sharer and Sharee represents and warrants to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state in which the Transmitter Site is located, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

6.3. Information. If either party becomes subject to litigation or similar proceedings before the FCC (including without limitation initiation of enforcement actions), Internal Revenue Service or other court or governmental authority that is reasonably likely to have a material adverse effect on such party or its television station using or proposed to be using the Shared Channel, then it shall immediately provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

6.4. Assignment. Neither party may assign, delegate or otherwise transfer this Agreement, except as follows:

(i) Subject to the receipt of any required FCC consents, Sharer may assign this Agreement to any FCC-approved assignee of Sharer's FCC license for Sharer's Station or transferee of Sharer or Sharer's Station and who assumes this Agreement, effective upon consummation of such assignment or transfer. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and upon any such succession or assignment the assignee or transferee shall be deemed to be a party to this

Agreement in substitution for the assigning or transferring party, whereupon the assigning or transferring party shall cease to be a party to this Agreement. No assignment, delegation or transfer shall relieve any party of any obligation or liability under this Agreement prior to the date of such assignment, delegation or transfer.

(ii) Subject to the receipt of any required FCC consents, Sharee may assign this Agreement to any FCC-approved assignee of Sharee's FCC license for Sharee's Station or transferee of Sharee or Sharer's Station and who assumes this Agreement, effective upon consummation of such assignment or transfer. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and upon any such succession or assignment the assignee or transferee shall be deemed to be a party to this Agreement in substitution for the assigning or transferring party, whereupon the assigning or transferring party shall cease to be a party to this Agreement. No assignment, delegation or transfer shall relieve any party of any obligation or liability under this Agreement prior to the date of such assignment, delegation or transfer.

6.5 Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules of the FCC. If any court or governmental authority holds any provision of this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

6.6. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Sharer:

Christian Worldview Broadcasting Corporation  
Attention: Fred R. Flinn, President  
6080 Mt. Moriah Ext.  
Memphis, TN 38115

If to Sharee:

Broadcasting for the Challenged, Inc.  
Attention: George S. Flinn, Jr., President  
6080 Mt. Moriah Ext.  
Memphis, TN 38115

6.7. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon the parties.

6.8. Amendment. This Agreement may not be amended except in a writing executed by all parties. No waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such waiver or consent is sought.

6.9. Construction. This Agreement shall be construed in accordance with the laws of the State of Tennessee, except for the choice of law rules utilized in that State, and the obligations of the parties hereto are subject to all federal, state and local laws and regulations now or hereafter in force and to the rules and policies of the FCC and all other government entities or authorities presently or hereafter to be constituted. This Agreement is the product of negotiation and preparation by and between the Parties, and their respective attorneys. Accordingly, the Parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one Party or another (or the attorneys for one Party or another) and shall be construed accordingly.

For purposes of this Agreement, whenever the context requires: (i) the singular number shall include the plural, and vice versa; (ii) the masculine gender shall include the feminine and neuter genders; (iii) the feminine gender shall include the masculine and neuter genders; and (iv) the neuter gender shall include the masculine and feminine genders.

6.10. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be executed in counterparts, and once signed, any reproduction of this Agreement made by reliable means (for example, .pdf or .TIFF format), will be considered an original, and all of which together constitute one and the same instrument.

6.11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and Mediation Procedures, including, if appropriate, the Procedures for Large, Complex Commercial Disputes. The seat or place of the arbitration shall be Tennessee. There shall be three (3) arbitrators agreed to by the parties within thirty (30) days of receipt by respondent(s) of the request for arbitration or, in default of such agreement, by the AAA. The arbitrators will be selected from a panel of persons having experience with and knowledge of broadcast television and the Communications Laws applicable thereto. The award rendered by the arbitrators shall be final, non-reviewable, non-appealable, and binding on the parties and may be entered and enforced in any court having jurisdiction. Judgment on the award shall be final and non-

appealable. Any failure to honor or adhere to the decision(s) rendered consistent with this provision shall be considered a default under this Agreement and the prevailing, non-defaulting party shall be entitled to exercise all remedies available to it, including but not limited to, termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers or representatives thereunto duly authorized as of the day and year first above written:

**SHARER:**

**CHRISTIAN WORLDVIEW BROADCASTING CORPORATION**

By: Fred R. Flinn  
Fred R. Flinn, President

**SHAREE:**

**BROADCASTING FOR THE CHALLENGED, INC.**

By: George S. Flinn, Jr.  
George S. Flinn, Jr., President