

PROGRAMMING AGREEMENT

This Programming Agreement (this ``Agreement'') is made as of January 9, 2017 by and between Casa En Denver, Inc. Debtor in Possession, a Colorado corporation (``Licensee'') and Christian Television Corporation, Inc., a Florida non-profit corporation (``Programmer'').

Recitals

A. Licensee owns and operates a digital full power commercial television station, KQCK, Cheyenne, Wyoming (FCC Facility Id. #18287) (the ``Station'') and a digital Class A commercial television station, KQDK-CD, Denver, Colorado (FCC Facility Id. #29455) (the ``Secondary Station'') (collectively the ``Stations'') pursuant to authorizations issued by the Federal Communications Commission (the ``FCC'').

B. The Station is currently operating over-the-air on RF channel 11/virtual channel 33.1 (KQCK) and the Secondary Station is currently operating over-the-air on RF channel 39/virtual channel 39.1 (KQDK-CD). The Stations are assigned to and serve the Denver, Colorado Nielsen Designated Market Area (``Denver DMA'').

C. Licensee is currently supervised by the United States Bankruptcy Court, Southern District of Florida, which is presiding over those jointly administered cases pending as In re: Casa en Denver, Inc. (Case No. 15-16746-RAM) and In re: Casa Media Partners, LLC (Case No. 15-16741-RAM).

D. Licensee and Programmer previously executed: (a) a programming agreement dated October 8 2014 and three extensions to such agreement (together the ``Original Agreement''), that terminated at 11:59 p.m. Mountain Time on November 15, 2015; and (b) a purchase option agreement also dated October 8, 2014, that terminated on the same date as the Original Agreement. Licensee and Programmer are concurrently entering into an Asset Purchase Agreement (``APA''), and until the consummation thereof, Licensee wishes to secure programming for the Station from Programmer.

E. Licensee desires to obtain programming for the main digital channel of the Station, as well as for any or all of the remaining additional Station's digital channels, and Programmer desires to provide programming for broadcast on the main, and in Programmer's sole discretion, the additional digital channels of the Station (the ``Digital Channels'') pursuant to the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing into account, for good and valuable consideration, the sufficiency of which is hereby acknowledged and confirmed, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the ``Term'') will begin at 12:01 a.m. Mountain Time on January 9, 2017 (the

``Commencement Date'') and shall continue until the closing of the APA or any earlier termination of this Agreement in accordance with its terms. Any extension of this Agreement must be mutually agreed to in writing by Programmer and Licensee, and may include terms different from those set forth herein, in Licensee's sole discretion.

2. Programming Delivery. Programmer shall provide, and upon receipt at the Station's transmitter site, Licensee shall transmit the Programming via over-the-air broadcast on the Station's Digital Channels during all hours of each week except for 4-4:30 a.m. on Monday-Saturday, which shall be reserved for locally produced programming by Licensee (the 'Reserved Time'), subject to the terms of this Agreement. Programmer, at its sole cost and expense, shall be responsible for delivering the Programming to the Station's transmitting facility. Programmer shall provide programming on the Station's main digital channels, but shall have the discretion as to whether to provide programming for the Station's additional digital channels. During the Term, all of the Station's digital capacity shall be reserved for Programmer's exclusive use. Licensee is obligated to air the Programming only at and from the Station.

3. Simultaneous Transmission. Subject to the terms and conditions of this Agreement, Licensee agrees to permit the simultaneous transmission via over-the-air broadcast of the Programming by the Secondary Station hereunder, provided, however, that without limitation to any of Licensee's rights hereunder or otherwise, Licensee shall have the right in its sole discretion to terminate this simultaneous transmission authorization at any time and with not less than thirty (30) days prior written notice to Programmer. The termination of the simultaneous transmission authorization granted in section 3 of this Agreement shall have no effect on the amount paid to Licensee as set forth hereunder.

4. Payment. For the broadcast of the Programming on the Digital Channels and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer shall pay Licensee as set forth on *Schedule 4* attached hereto. The termination of the simultaneous transmission authorization granted in section 3 of this Agreement shall have no effect on the amount paid to Licensee as set forth hereunder.

5. Responsibilities of Licensee and Programmer.

a) Licensee's Responsibilities. Licensee shall be responsible for, and shall pay in a timely manner, all costs of operating, owning, and controlling the Stations, including, but not limited to, utilities, rent, and maintenance costs for the Stations' transmitter and antenna systems and the Stations' main studio.

(b) Licensee shall be ultimately responsible for the Stations' compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations, and policies of the FCC and all other

applicable laws pertaining to the ownership and operation of the Stations.

(c) Licensee shall be responsible for engaging its own general manager, who shall be responsible for overseeing the operation and programming of the Stations, and for employing, or contracting with, its own chief operator, who shall be responsible for the Stations' compliance with all engineering requirements. Licensee shall be responsible for the payment of the salaries, taxes, insurance, and related costs of all personnel employed by Licensee. Licensee shall be responsible for maintaining all authorizations required for the operation of the Stations in full force and effect during the term of this Agreement, unimpaired by any acts or omissions of Licensee.

(d) Licensee shall be responsible for repair and maintenance of the Stations equipment and facilities, all of which shall be kept in a good state of repair and good working condition so as to permit their operation in compliance with the rules and regulations of the FCC and the standards of good engineering practice.

(e) Licensee shall cooperate with Programmer, at Programmer's expense, in making such arrangements, as Programmer shall reasonably request for delivery of the Programming from any remote location to the Stations' main studio and/or directly to the Stations' transmitter sites.

(f) Licensee shall maintain full replacement value insurance with respect to the Stations' technical equipment and transmission facilities and, in the event of any loss or damage to such property, Licensee shall use the proceeds of any applicable insurance policies to replace, restore, or repair the lost or damaged property as promptly as practicable.

6. Programmer Responsibilities

a) Programmer shall employ and be responsible for the salaries, taxes, insurance, and related costs for all personnel involved in the production of its Programming supplied to the Stations hereunder, and all other costs incurred by Programmer for the production of the Programming and the sale of time in and promotion of the Programming.

b) Programmer shall be responsible for, and shall pay when due, all music licensing fees in connection with the Programming during the term of this Agreement

regardless of whether the legal responsibility for the payment of such fees to the music licensing entities is the Licensee's or the Programmer's.

c) Programmer shall be responsible for any expenses incurred in the origination and/or delivery of the Programming from any remote location to the Stations' main studio and/or directly to the Stations' transmitter site, and for any publicity or promotional expenses incurred by Programmer.

d) Programmer shall include in the Programming the sponsorship identification announcements with respect to the Programming and all advertising and other material included in the Programming in exchange for consideration as are required by the rules of the FCC and the Communications Act of 1934, as amended (the "Act").

e) During all hours when Programmer is delivering the Programming for broadcast over either of the Stations, Programmer shall (i) include in the Programming, at the appropriate times, the hourly station identification announcement required to be broadcast over the Stations. Additionally, during all hours when Programmer is delivering the Programming for broadcast over the Stations, Programmer shall maintain at the location from which the Programming is being originated a receiver capable of receiving test messages and alerts over the Emergency Broadcast System, which EAS receiver shall be continuously monitored. If an EAS test or alert is received during the hours when Programmer is delivering the Programming for broadcast over the Station, Programmer shall cause the appropriate EAS test or alert message to be transmitted over the Stations, shall, in the event of an actual activation of the Emergency Broadcast System, cause all steps that the Stations are required to take in such an event to be taken, and shall be responsible for assuring that the receipt and broadcast of all EAS tests and alerts are properly recorded in the station log.

7. Technical/Carriage Matters.

a) Subject to the terms hereof, upon receipt of the Programming at the Station's transmitter facility, Licensee shall transmit the Digital Channels over-the-air via the Stations' transmitters, at the parameters authorized in the Stations' current FCC licenses, pursuant to the ATSC Program and System Information Protocol ("PSIP") Standard A/65C on the Stations' digital channels.

b) The broadcasts of the Programming shall be in at least standard definition digital quality.

c) Programmer shall be responsible for the costs associated with and the insertion of all required PSIP information (including channel numbers and program guides) in the Digital Channels, the cost of properly encoding the Digital Channels, and any other costs associated with

transmitting the stream to the Stations' transmission facilities.

d) The Programming on the Station's main digital channel shall be carried on any cable system, satellite service or other multi-channel video-programming distributor ('MVPD') in the Denver DMA on which Licensee enjoys carriage rights and has enforced them. Nothing in this Agreement shall require Licensee to negotiate or authorize carriage of those program streams on the Station's additional digital channels or capacity. Programmer may negotiate and, subject to Licensee's prior consent, enter into any MVPD carriage agreement for the additional digital channels, provided that such agreement does not adversely affect Licensee's main channel carriage rights with such MVPD, and provided further that Programmer provide an executed copy to Licensee and ensure that such agreement contains terms that cause it to automatically terminate upon the expiration of this Agreement, without any required notice by any party, and requires the MVPD to indemnify, defend and hold harmless Licensee for any claim, damage, fees, or other obligations arising under such agreement.

e) Programmer shall provide Licensee with an updated list of all MVPD in the Denver DMA that carry the Programming upon the Station "must carry" right. The list shall include contact information of the MVPD personnel with whom Programmer deals with the carriage in a regular basis, the channel assigned to the Station and the location and other relevant information about the technical arrangements made to deliver the signal. The list shall be provided to Licensee whenever there is a material change in its information or at the end of each quarter.

8. Programming.

a) The Programming shall consist of Christian family and religious programming in the English or Spanish language, and may include fundraising requests or direct solicitation of viewers for donations to sustain the Programmer's efforts.

b) Programmer shall be solely responsible for the content and composition of the Programming at all times and for the cost of licensing, obtaining and producing the Programming, subject to the terms of Section 7 below.

c) Programmer's use of the Digital Channels to broadcast the Programming and the Programming itself shall at all times comply with, and shall not place Licensee in violation of, the Act, all FCC rules, regulations and policies and all other applicable laws (collectively, "Laws"). Without limiting the foregoing, the Programming shall at all times comply with all of the following:

(1) Programmer agrees that neither it nor its employees or agents will accept any consideration,

compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the third party providing such compensation, gift or gratuity is identified in the program for which such consideration was provided as having paid for or furnished such consideration, in accordance with the Laws.

(2) All Laws governing children's television programming. Programmer shall ensure that the Programming contains an average of at least three (3) hours per week of "core" children's educational and informational programming, as defined by the FCC. No later than two business days after the end of each calendar quarter during the Term, Programmer shall promptly provide Licensee with information sufficient to demonstrate compliance of the Programming with FCC requirements concerning educational/informational programming and commercial limits in children's programming, such that Licensee will be able to complete and timely file the reports required by the FCC with respect to the Digital Channels;

(3) all Laws governing the closed captioning of programming for the hearing impaired;

(4) all Laws governing or prohibiting the transmission of indecent, profane or obscene content. Upon reasonable advance notice by Licensee (if practicable) concerning any Programming Licensee reasonably believes will violate the rules, regulations and policies of the FCC prohibiting the transmission of indecent, profane or obscene content, Programmer will preempt such Program; and

(5) all Laws related to copyrights, third party rights, libel, slander or privacy rights.

(6) Programmer shall cooperate and consult with Licensee concerning its policies and practices regarding political advertising and otherwise take such steps as may be necessary or appropriate in order to insure Licensee's compliance with its obligations under the Act and the rules, regulations and policies of the FCC, with respect to the carriage of political advertisements and programs (including, without limitation, the rights of candidates and, as appropriate others, to "equal opportunities") and the charges permitted therefor. To this end, upon Licensee's request, Programmer will provide Licensee with information as to the lowest unit rate for all classes and categories of time in the Programming that Programmer offers for sale to commercial advertisers, and, at the request of Licensee, shall provide copies

of advertising contracts and other documents used by Programmer to determine the lowest unit rate applicable to any class or category of time. Additionally, Programmer will promptly notify Licensee of any changes in its lowest rates that occur during the forty-five day period before any primary election and the sixty days period before any general election. As soon as practicable, but in all events within 24 hours of any request to purchase time on the Station on behalf of a candidate for federal public office or to support or urge defeat of an issue on an election ballot, Programmer shall report the request, Licensee shall have the right to sell to political candidates as much time in the Programming for political advertisements as Licensee reasonably believes is necessary in order for Licensee to satisfy its obligations to afford federal candidates reasonable access to the facilities of the Station, to discharge its public interest obligation with respect to non-federal candidates, and to comply with its obligations to afford such candidates equal opportunities, and Programmer shall insert such political advertisements provided to Programmer by Licensee in the Programming; provided that to the extent practicable and consistent with Licensee's obligations as the licensee of the Station, Licensee will consult with Programmer regarding the number and scheduling of political advertisements to be inserted in the Programming, and provided further that Programmer will be entitled to the net revenue received by Licensee from the sale of political advertisements inserted in the Programming. In no event shall Programmer sell any time in the Programming for political advertising.

d) Licensee does not by this Agreement or otherwise acquire any right, title or interest in or to any of the Programming. All such rights shall remain with and be held by Programmer or other owners of the Programming.

e) Except as expressly permitted herein, Programmer shall at no time link or associate itself with, or represent itself to be, the licensee or owner of the Station. Programmer shall have no right or license to use Licensee's or its affiliates names, trademarks, copyrights, brands, or any Licensee intellectual property in association with the Programming or its business activities. Programmer may use the Station's call letters to identify the Programming outlet to third parties, and for purposes of identifying the Station in accordance with FCC regulations.

f) Programmer shall provide the following documentation and information to Licensee on the schedules indicated:

(1) By the first calendar day of each month during the Term, or on such other schedule as the parties may mutually agree, a programming lineup for the coming month identifying the programs to be aired and time of broadcast;

(2) Upon request from Licensee, such other documentation or information that Licensee may require in order to comply with or verify compliance with the FCC's rules, as existing or amended, or for purposes of Station public inspection file placement or availability for public access.

9. Program Time Charges. During the Term, Programmer shall be exclusively responsible for the collection of any receivables related to the Digital Channels, other than for Licensee programming during the Reserved Time. Any contracts for programming that are specific to the Digital Channels entered into by Programmer shall contain a term that they will automatically terminate upon the termination of this Agreement, without any required notice by any party.

10. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have and exercise full authority, power and control over the operation of the Station and Secondary Station and over all persons working at the Station and Secondary Station during the Term, and shall be responsible for compliance with FCC regulations and for any FCC filings, including without limitation the annual digital ancillary/supplementary services report. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing Programming which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance. Licensee reserves the right to refuse to broadcast any Programming which does not comply, or would cause Licensee not to comply, with any Law. Programmer shall promptly provide

Licensee with a copy of any letters of complaint it receives concerning the Programming for inclusion in the Station's and Secondary Station's public inspection files

11. Confidentiality. Except as may be reasonably necessary to perform this Agreement and provide the Programming, and except as may be required by law or compulsory legal process, or requested by the FCC, the parties shall keep confidential, and shall not use or disclose, the terms of this Agreement or any nonpublic information regarding the Programming, Programmer, Licensee or the Station and Secondary Station.

12. Termination. If a party fails to perform its obligations under this Agreement in any material respect or breaches its representations made by it under this Agreement in any material respect, and such breach or default continues for a period of ten (10) calendar days (for any monetary default) or twenty (20) calendar days (for any non-monetary default) after the non-defaulting party has provided the defaulting party with written notice thereof, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. Sections 11, 15 and 21 hereof shall survive any expiration or termination of this Agreement. Failure of Licensee to broadcast the Programming due to facility maintenance, repair or modification or due to any reason out of Licensee's reasonable control shall not constitute a breach or default by Licensee hereunder, though Programmer shall be entitled to a prorated adjustment of the Monthly Fee for such failure. In addition, this Agreement will automatically terminate upon the consummation of the transaction contemplated in the APA.

13. Remedies. In the event of a breach or default by a party under this Agreement, the other party shall be entitled to all available remedies at law or in equity, except as limited herein. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

14. Insurance. During the Term, Programmer shall maintain insurance with reputable companies covering broadcaster's general liability, including invasion of privacy, libel and defamation claims, with respect to the Programming. Licensee shall be listed as an additional insured on such insurance policies. Programmer shall deliver to Licensee a certificate of insurance showing Licensee as an additional insured prior to commencement of the Term and annually thereafter during the Term.

15. Indemnity.

a) Programmer shall indemnify, defend and hold harmless Licensee and its parent and affiliated entities, employees, officers, directors, agents and representatives ('Licensee Indemnitees') from and against any and all claims, damages, causes of action, liabilities, forfeitures, fines, FCC consent settlements, costs and expenses (including reasonable attorneys' and expert's fees) arising from: (i) any breach of or default of any

representation, warranty, covenant or other provision of this Agreement by Programmer; (ii) the transmission or further distribution, cablecast or webcast of the Programming which violates or requires payment for use or performance of any copyright, right of privacy or literary, music performance or dramatic right, (iii) any claim for indecency, libel, slander, infringement of copyright or other intellectual property, invasion of privacy or other violation of law related to the Programming; (iv) any FCC fine or forfeiture with respect to the Programming; (v) any claim arising from a contract entered into by Programmer for program time on the Digital Channels; and (vi) any action or failure to act by any employee or agent of Programmer who participates in any way with production or transmission of the Programming or any other aspect of the Digital Channels.

b) Licensee shall indemnify, defend and hold harmless Programmer and its parent and affiliated entities, employees, officers, directors, agents and representatives from and against any and all claims, damage loss, liability, cost or expense (including reasonable attorneys' fees) arising from: (i) any breach or default of any representation, warranty, covenant or other provision of this Agreement by Licensee; (ii) Licensee's use of the Station's digital capacity during the Term; (iii) any claim for indecency, libel, slander, infringement of copyright or other intellectual property, invasion of privacy or other violation of law related to Licensee's use of the Station's digital capacity during the Term; (v) any FCC fine or forfeiture with respect to Licensee's use of the Station's digital capacity during the Term; (vi) any claim arising from a contract entered into by Licensee for use of the Station's digital capacity during the Term; and (vii) any action or failure to act by any employee or agent of Licensee in connection with the operation of the Station.

c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

16. Facilities. Programmer shall produce and provide the Programming from its own facilities and shall not have access to Licensee's transmitter facilities except by appointment to establish and maintain any Programmer equipment necessary for Licensee's receipt of the Programming. Programmer will make available to Licensee suitable space at Programmer's studio site located at 8081 E Orchard Road, Suite 225, Greenwood Village, CO 80111.

17. Representations. Licensee and Programmer each represent and warrant to the other that it has the power and authority to enter into this Agreement, it is in good standing in the jurisdiction of its organization and is qualified to do business in the states where the Station is located (if such

qualification is required), it has duly authorized the execution, delivery and performance of this Agreement, this Agreement is binding upon it, and 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, and it is qualified under applicable Laws, including without limitation FCC rules and regulations, to enter into and perform this Agreement.

18. Assignment. Neither Party may assign this Agreement without the prior written consent of other. No assignment shall relieve any Party of any liability under this Agreement. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and assigns. Nothing in this Agreement expressed or implied is intended to give any rights to any person or entity other than the parties hereto and their successors and assigns.

19. FCC Compliance. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. If required, Licensee may file a copy of this Agreement in the Station's public inspection files.

20. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c). Programmer hereby certifies consistent with paragraphs 49 and 50 of FCC Report and Order in MB Docket No. 07-294 et al, FCC No. FCC 07-217 and with the related FCC Third Erratum, FCC No. 10-49, that Programmer shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Programmer shall include a clause to such effect in all contracts for advertising on the Station.

21. Notices. Notices under this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier or facsimile addressed as follows (or to such other address as a party may designate by written notice to the other):

If to Licensee: Casa En Denver, Inc.
2600 SW 3rd Ave
Suite PH0B
Miami, FL 33129
Facsimile # +1 (866) 732-4197

If to Programmer: Christian Television
Corporation, Inc.
PO Box 6922

Clearwater, FL 33758

Facsimile # 727-535-4722

22. Miscellaneous. This Agreement shall be governed by the laws of the State of Colorado without regard to principles of conflicts of laws. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision. This Agreement may be signed in separate counterparts, each of which will be deemed a duplicate original. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have. Neither party shall be deemed to be the agent, partner or representative of the other party, and this Agreement does not constitute a joint venture. If any provision in this Agreement is held to be unenforceable, then so long as neither party is deprived of the benefits of this Agreement in any material respect, the remaining provisions hereof shall not be affected and shall remain in effect. This Agreement is intended to provide programming content to the Station, and shall not be construed or interpreted as a local marketing agreement, time brokerage agreement, management agreement, shared services agreement or any other similar agreements. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

PROGRAMMER:

CHRISTIAN TELEVISION CORPORATION, INC.

LICENSEE:

CASA EN DENVER, INC.

By: 

Name: Robert D'Andrea

Title: President

By: 

Name: Juan Salvador Gonzalez

Title: Authorized Representative

SCHEDULE 4

During the Term, Programmer shall pay Licensee the sum of seventeen thousand Dollars (\$18,500) per month (the "Monthly Fee"):

The Monthly Fee shall be reduced pro rata for any partial month at the beginning or end of the Term, or any interruption in transmission.

The Monthly Fee shall be subject to upward adjustment for the increased costs Licensee may incur related to further delivery of KQCK's signal via fiber to MVPDs during the Term, *provided, however*, that such upward adjustments shall be subject to Programmer's prior approval, and Licensee shall consult with Programmer and Programmer shall assist Licensee in the negotiation of any short or long-term fiber usage agreements.

To the extent during the Term that any portion of the Programming meets the definition of ancillary/supplemental services under the Communications Act or the FCC's rules and regulations, including without limitation, Section 336(e) and 47 C.F.R. §73.624, Programmer shall annually also pay to the Licensee account set forth above within five days of receiving Licensee's invoice for same, an amount equal to five percent (5%) of the total received by Licensee in Monthly Fees during any year of the Term. The fee percentage described herein shall increase or decrease in the event that the FCC's ancillary/supplemental rules are modified to increase or decrease the fee percentage.