

Carriage Affiliation Agreement

This Agreement is dated _____, by and between Loma Linda Broadcasting Network (LLBN), Drawer "A", Loma Linda, CA 92354, and

Whereas, LLBN produces and distributes quality health, lifestyle, educational, and Christian television programming transmitted via satellite and other means of transmission,

Whereas, Affiliate desires to carry LLBN programming on its television system serving _____ (the "System"). Multiple systems listed on Exhibit B.

In consideration of their mutual promises and for other valuable considerations as set forth herein, the parties hereby agree as follows:

1. **Affiliate Carriage** - Affiliate agrees to carry LLBN Programming on the System on a full-time basis (24 hours per day, 365 days per year.) The LLBN Programming will be provided to Affiliate on a non-exclusive basis and it will inform LLBN of the channel assignment(s) for the System.
2. **Preemption** - Except for emergency transmissions and such other programming as may be required by law, Affiliate agrees not to preempt, alter, delete or otherwise change any of the LLBN Programming received by the System. LLBN will provide a program schedule at the beginning of each month.
3. **Term** - The term of this Agreement shall be from the date first written above for five years, automatically renewable for successive five-year terms. Notwithstanding the foregoing, either party may terminate this Agreement upon 90 days written notice to the other party.
4. **Reception Equipment** - LLBN agrees to provide at Affiliate's site, the equipment listed on Exhibit A (the "Equipment") for the purpose of receiving the LLBN Programming via satellite.
5. **Use of Equipment** - Should LLBN change the satellite on which its programming is carried while this Agreement is in effect, Affiliate agrees to reorient the Equipment to receive the LLBN Programming from such satellite. LLBN will notify Affiliate of such satellite change.
6. **Equipment Return** - Should this Agreement be terminated at any time and for any reason, or should Affiliate no longer utilize the Equipment to receive LLBN Programming, Affiliate hereby agrees to return the Equipment to LLBN in the

condition in which it was received, normal wear and tear excepted. Affiliate shall make the Equipment available for pick-up by LLBN at the site where it was delivered or at such other location mutually agreed upon by the parties.

7. **Indemnification** - Each of the parties hereby indemnifies the other from and against any and all liabilities incurred by either party due to intentional or negligent acts or omissions of the other party.
8. **Applicable Law** - This Agreement shall be construed and enforced in accordance with the laws of the State of California and shall be binding upon and inure to the parties hereto, their successors and assigns.
9. **Relationship of Parties** - Nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the parties hereto.
10. **Governmental Regulation** - This Agreement is subject to and shall be interpreted in accordance with all federal, state and municipal laws, regulations and decisions, either presently in existence or later enacted, including the regulations and actions of all governmental agencies and commissions.
11. **Counterparts** - This Agreement may be signed in counterparts with the same force and effect as if all signatures appeared on the same document.

IN WITNESS WHEREOF, each of the parties hereto has signed or caused this Agreement to be duly executed and delivered on the date first written above.

LLBN

By: _____

By: _____