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**TIME BROKERAGE AGREEMENT**

by and between

**ALASKA INTEGRATED MEDIA, INC.**

and

**CHRISTIAN BROADCASTING, INC.**

with respect to

Station KVNT, Eagle River, Alaska

Dated as of April 9, 2015

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## TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement (“**Agreement**”) is made and entered into as of April 9, 2015, by and between ALASKA INTEGRATED MEDIA (“**Owner**”) and CHRISTIAN BROADCASTING, INC. (“**Broker**”).

WITNESSETH THAT:

WHEREAS, Owner is the owner and licensee of Station KVNT, Facility ID 53491, Eagle River, Alaska (the “**Station**”);

WHEREAS, Owner and Broker have entered into an Asset Purchase Agreement of even date herewith (“**Purchase Agreement**”) providing for the purchase of the Station by Broker subject to the consent of the Federal Communications Commission (“**FCC**”);

WHEREAS, Broker desires to produce radio programs in conformity with this Agreement and all rules, regulations, and policies of the FCC for broadcast on the Station; and

WHEREAS, Owner desires to accept the programs produced by Broker and to make broadcasting time on the Station available to Broker on terms and conditions which conform to FCC rules, regulations, and policies and to this Agreement.

NOW, THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

### 1. **Sale of Air Time.**

1.1 **Scope.** During the Term (as defined below), Owner shall make available to Broker substantially all the Station’s air time, as set forth in this Agreement, for broadcast of the programs produced by Broker. Broker shall provide entertainment programming of its selection, together with commercial matter, news, public service announcements, and other suitable program material for broadcast on the Station (the “**Programming**”). Owner may set aside up to two hours per broadcast week on the Station between the hours between 7 a.m. and 9 a.m. on Sundays for the broadcast of programming produced and/or selected by Owner. Additionally as set forth more fully below, Owner reserves the right at any time to pre-empt the Programming for the broadcast of emergency information and programming of the Owner’s selection which Owner believes to be in the public interest.

Broker shall also have the exclusive right during the Term (as defined below) to use the Station’s subcarriers and to transmit material over them 24 hours per day, seven days per week to the extent that the subcarriers are not being used in connection with the transmission of programming over the Station’s main frequency or telemetry to monitor and control the Station’s technical operations.

1.2 **Term.** The term of this Agreement (the “**Term**”) shall commence on April 10, 2015 (the “**Commencement Date**”) and shall continue unless terminated earlier pursuant to Section 5 hereof until the occurrence of the earliest of the following events: (a) the consummation of the sale of the assets and assignment of the license for the Station pursuant to the Purchase Agreement; (b) the first day of the month following termination of the Purchase Agreement; or (c) the first day of the month following the date on which an order of the FCC denying its consent to the assignment of the Station’s licenses to Broker becomes a Final Order.

1.3 **Consideration.** As consideration for the use of the Station’s facilities during the Term, Broker shall reimburse Owner for Owner’s reasonable and necessary costs and expenses of operating the Station, including, without limitation, those expenses listed in Exhibit A hereto and for Owner’s reasonable and necessary costs of repairing and/or replacing equipment and components, including, without limitation, transmitter tubes that become worn out or defective during the Term. The reimbursements required pursuant to this subsection shall be paid to Owner by Broker within ten (10) business days of receipt of a written request for such reimbursement accompanied by bills or other evidence reasonably satisfactory to Broker as to the actual operating costs and expenses of the Station or costs of effectuating equipment repairs or replacements for which reimbursement may be sought hereunder; provided that Owner shall not submit requests for reimbursement of such costs and expenses more frequently than once per month. The foregoing notwithstanding, Broker shall not be obligated to reimburse Owner for the costs of repairing or replacing equipment and components which are covered by insurance and/or manufacturer’s or supplier’s warranties, and Owner shall not submit such costs to Broker for reimbursement.

1.4 **Authorization.** Owner and Broker each represent that it is legally qualified, empowered, and able to enter into this Agreement, that this Agreement has been approved by all necessary action of their respective boards of directors and that this Agreement will not constitute a breach or default under their articles of incorporation or by-laws or under any agreement or court order to which either is a party or under which either is legally bound.

## 2. **Operation.**

### 2.1 **Owner’s Responsibilities.**

(a) Owner shall be responsible for, and shall pay in a timely manner, all costs of operating, owning, and controlling the Station, including, but not limited to, utilities, rent, and maintenance costs for the Station’s transmitter and antenna system and the Station’s main studio, subject to Broker’s obligation to reimburse Broker for such costs pursuant to Section 1.3(b) and Broker’s further obligation to reimburse Owner for all music licensing fees attributable to programming presented over the Station by Broker in the manner specified in Section 2.2 hereof to the extent not paid for directly by Broker.

(b) Owner shall be ultimately responsible for the Station’s 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 Station.

(c) Owner shall be responsible for employing a full-time manager for the Station who shall perform services only for Owner and shall be responsible for overseeing the operation and programming of the Station, for employing one other full-time staff person, who may also perform services for Broker, and for employing, or contracting with, its own chief operator, who shall be responsible for the Station's compliance with all engineering requirements.

(d) Owner shall be responsible for maintaining all authorizations required for the operation of the Station in full force and effect during the Term, unimpaired by any acts or omissions of Owner.

(e) Owner shall be responsible for repair and maintenance of the Station's 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; provided that Owner shall be entitled to reimbursement for all costs and expenses that Owner reasonably incurs in fulfilling this responsibility as provided for in Section 1.3(b) hereof.

(f) Owner shall cooperate with Broker, at Broker's expense, in making such arrangements as Broker shall reasonably request for delivery of the Programming from any remote location to the Station's main studio and/or directly to the Station's transmitter sites and for providing access to other computer systems used in connection with the operation of the Station.

(g) Owner shall maintain full replacement value insurance with respect to the Station's technical equipment and, in the event of any loss or damage to such property, Broker shall use the proceeds of any applicable insurance policies to replace, restore, or repair the lost or damaged property as promptly as practicable.

## **2.2 Broker's Responsibilities.**

(a) Broker 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 Station hereunder, and all other costs incurred by Broker for the production and/or acquisition of the Programming and the sale of time in and promotion of the Programming.

(b) Broker shall contract directly with third parties that supply any portion of the Programming to Broker and Broker shall be solely responsible for all payments to such third party program suppliers; provided, however, that any new contracts that Broker enters into with program suppliers solely for providing the Programming on the Station shall expressly provide that, upon termination of this agreement, Owner shall have the right to terminate such contract or, at Owner's option, to require Broker to assign its rights and obligations under such contracts to Owner and that the program supplier will consent to such assignment.

(c) To the extent the Programming includes licensed music, Broker shall be responsible for, and shall pay when due, all music licensing fees in connection with the Programming during the Term regardless of whether the legal responsibility for the payment of such fees to the music licensing entities is the Owner's or the Broker's.

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

(e) Broker shall include in the Programming the sponsorship identification announcements with respect to the time brokered programming and 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").

**2.3 Advertising and Programming.** During the Term, Broker shall be entitled to all revenue from the sale of advertising or program time on the Station including any revenues from the sale of advertising during air time reserved for use by Owner pursuant to Section 1.1(a) hereof.

**2.4 Political Advertising.** Broker shall cooperate and consult with Owner concerning its policies and practices regarding political advertising and otherwise take such steps during the Term as may be necessary or appropriate in order to insure Owner'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 the request of Owner, Broker will provide Owner with information as to the lowest unit rate for all classes and categories of time in the Programming that Broker offers for sale to commercial advertisers, and, as specifically requested, shall provide copies of advertising contracts and other documents used by Broker to determine the lowest unit rate applicable to any class or category of time. Additionally, Broker will promptly notify Owner of any changes in its lowest rates which occur during the forty-five day period before any primary election and the sixty day period before any general election. As soon as practicable, but in any event within 24 hours of any request to purchase time on the Station on behalf of a candidate for public office or to support or urge defeat of an issue on an election ballot, Broker shall report the request, and its disposition, to Owner and make sure that appropriate records are placed in the public inspection file for the Station. Owner shall have the right to sell to political candidates as much time in the Programming for political advertisements as Owner reasonably believes is necessary in order for Owner 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 Broker shall insert such political advertisements in the Programming; provided that to the extent practicable and consistent with Owner's obligations as the licensee of the Station, Owner will consult with Broker regarding the number and scheduling of political advertisements to be inserted in the Programming, and provided further that Broker will be entitled to the net revenue received by Owner from the sale of political advertisements inserted in the Programming.

### **3. Compliance with the Communications Act And the FCC's Rules and Regulations.**

**3.1 Licensee Authority.** Nothing in this Agreement shall be construed as abrogating the Owner's obligation and responsibility under the Act and the rules, regulations, and policies of the FCC to maintain ultimate control over the Station's facilities and operations, including, specifically, control over the Station's finances, personnel and programming and compliance with the Station's

obligation to operate in the public interest and to comply with the rules, regulations, and policies of the FCC, and, by executing this Agreement, Owner certifies that it will at all times during the Term maintain ultimate control over all aspects of the Station's facilities and operations to the extent required by law and by the rules, regulations and policies of the FCC. Without limiting the generality of the foregoing, Broker recognizes that Owner will have certain obligations to broadcast programming which covers issues of public importance in the community of Eagle River, Alaska, and the surrounding area. The parties intend that Owner will use a portion of the air time reserved to it under Section 1.1 above to satisfy its public service programming obligations. At the request of Owner, Broker shall provide Owner with all information reasonably available to Broker with respect to Broker's programs which are responsive to public needs and interests so as to assist Owner in determining what additional programming, if any, Owner should air in the time reserved to Owner in order to satisfy its public service obligations and to assist Owner in the preparation of quarterly issues/programs lists.

**3.2 Station Identification Announcements/EAS Tests.** During all hours when Broker is delivering the Programming for broadcast over the Station, Broker shall (i) include in the Programming, at the appropriate times, the hourly Station identification announcement required to be broadcast over the Station. Additionally, during all hours when Broker is delivering the Programming for broadcast over the Station, Broker shall maintain at the location from which the Programming is being originated a receiver capable of receiving test messages and alerts over the Emergency Alert System, which EAS receiver shall be continuously monitored. If an EAS test or alert is received during the hours when Broker is delivering the Programming for broadcast over the Station, Broker shall cause the appropriate EAS test or alert message to be transmitted over the Station, shall, in the event of an actual activation of the Emergency Alert System, cause all steps that the Station 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 and provided to Owner for inclusion in the Station's logs.

**3.3 Access to Broker Materials.** Owner, solely for the purpose of ensuring Broker's compliance with the law, FCC rules, the policies of the Station, and Owner's obligations under its music licensing agreements, shall be entitled to review on a confidential basis any material relating to the Programming as Owner may reasonably request. Broker shall provide Owner with copies of all correspondence relating to the Station's broadcasts and all complaints received from the public which will, to the extent required, be placed in the Station's public file. Nothing in this section shall entitle Owner to review the corporate or financial records of the Broker other than records which may be necessary for Owner to verify Broker's lowest unit rates in connection with political advertising.

**3.4 Multiple Ownership Certification.** By executing this Agreement, Broker certifies that the brokerage of time on the Station in the manner contemplated by this Agreement will comply with the provisions of Section 73.3555(a)(1) and (e)(1) of the FCC's Rules relating to multiple ownership.

**3.5 Regulatory Changes.** In the event of any order or decree of an administrative agency or court of competent jurisdiction, including without limitation any material change or

clarification in FCC rules, policies, or precedent, that would cause this Agreement to be invalid or violate any applicable law, and such order or decree has become effective and has not been stayed, the parties will use their respective best efforts and negotiate in good faith to modify this Agreement to the minimum extent necessary so as to comply with such order or decree without material economic detriment to either party, and this Agreement, as so modified, shall then continue in full force and effect.

#### 4. **Broadcast Standards and Licensee Control.**

4.1 **Broadcast Guidelines.** Owner has adopted and will enforce certain broadcast standards and guidelines (“Guidelines”), a copy of which is attached as Exhibit B hereto, which Guidelines are incorporated herein by reference. Broker agrees and covenants to comply in all material respects with the Guidelines and with all rules and regulations of the FCC with respect to the Programming.

4.2 **Owner Control of Programming.** Broker recognizes that the Owner has full authority to control the operation of the Station. The parties agree that Owner’s authority includes, but is not limited to, the right to reject or refuse such portions of the Programming which Owner reasonably believes to be contrary to the public interest; provided, however, that Owner shall use its best efforts to give Broker prior notice of Owner’s objection to segments of the Programming, including the basis for such objection, and a reasonable opportunity to substitute acceptable programming material. In accordance with the Guidelines and FCC rules, regulations and policies, Owner and Broker will cooperate in an effort to avoid conflicts regarding the Programming. Owner also may substitute programming for that provided by Broker which Owner, in its sole discretion, believes will better serve the public interest. In no event shall Owner be liable for any consequential damages due to the pre-emption or rejection of Programming, or due to any Service Interruption as may occur.

4.3 **Pre-Emption or Rejection of Programming; Interruption of Service.** On the Commencement Date, the Station shall be operating in substantial compliance with the terms of its FCC license. In the event Owner pre-empts or rejects Programming from Broker pursuant to the terms of this Agreement, or in the event that the Station experiences a Service Interruption as defined below, the expense reimbursements to be made to Owner pursuant to Section 1.3(a) with respect to the month in which the rejection or pre-emption of Programming or the Service Interruption occurs shall be prorated based on the percentage that the total hours in any calendar month of Programming pre-empted or rejected by Owner, or not aired due to a Service Interruption, bears to the total amount of Programming that Broker would have broadcast over the Station during the month if no Programming had been pre-empted or rejected and/or no Service Interruption had occurred; provided that no credit shall be given based upon Service Interruptions unless the Service Interruptions in any month exceed 4 hours in the aggregate, in the event the Service Interruption is due to the Broker’s operation of the Station, or in the event that Programming was rejected by Owner on the grounds that Owner reasonably believed it to be contrary to the public interest or the Commission’s policies. A Service Interruption is defined as the Station being off the air, except for routine maintenance between the hours of midnight and 6 a.m. on Sundays, or not operating with at least eighty percent (80%) of its licensed power, during any portion of any day when the

Programming is scheduled to be aired over the Station pursuant to this Agreement. In no event shall Owner be liable for any consequential damages due to the pre-emption or rejection of Programming or to any Service Interruption that may occur.

## 5. **Termination.**

5.1 **Right To Terminate.** In addition to other remedies available at law or equity, this Agreement may be terminated by either Owner or Broker by written notice to the other if the party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following:

(a) this Agreement is declared invalid or illegal in whole or substantial part by a final order or decree of an administrative agency or court of competent jurisdiction, such order or decree has gone into effect and has not been stayed, and the parties are unable, after negotiating in good faith pursuant to Section 3.6 for a period of at least thirty days, to modify this Agreement to comply with applicable law;

(b) the other party is in material breach of its obligations hereunder and has failed to cure such breach within ten business days after receipt of written notice thereof from the non-breaching party; provided, however, that if the breach is one that cannot be cured with reasonable diligence within ten (10) days, but could be cured within an additional thirty (30) days and the breaching party is diligently attempting to cure the breach, then the non-breaching party may not terminate this Agreement on account of such breach until such additional thirty (30) day period has elapsed without a cure;

(c) the other party is in material breach of its obligations under the Purchase Agreement and the time specified in that agreement for curing the breach has expired;

(d) the mutual consent of both parties; or

(e) there is a change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and has not been stayed, and the parties are unable, after negotiating in good faith pursuant to Section 3.6 for at least thirty (30) days, to modify this Agreement to comply with the change in FCC rules, policies or precedent.

## 6. **Indemnification.**

6.1 **Broker's Indemnification; Insurance.** Broker shall indemnify, defend, and hold harmless Owner from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description, arising out of (i) the broadcast of Broker's Programming under this Agreement; (ii) any misrepresentation or breach of any warranty of Broker contained in this Agreement; and (iii) any breach of any covenant, agreement, or obligation of Broker contained in this Agreement. Prior to the Commencement Date, Broker shall present Owner with evidence that Broker has obtained a standard broadcasters errors and omissions policy providing coverage for copyright infringement and defamation in an amount not less than One Million Dollars (\$1,000,000),

naming Owner a co-insured, and providing that the policy cannot be canceled on less than thirty (30) days notice to Owner, and Broker shall maintain such insurance in full force and effect throughout the Term.

**6.2 Owner's Indemnification.** Owner shall indemnify, defend, and hold harmless Broker from and against any and all claims, losses, costs, liabilities, damages (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description, arising out of (i) Owner's broadcasts under this Agreement; (ii) any misrepresentation or breach of any warranty of Owner contained in this Agreement; and (iii) any breach of any covenant, agreement or obligation of Owner contained in this Agreement.

**6.3 Procedure for Indemnification.** The party seeking indemnification under this Section ("**Indemnitee**") shall give the party from whom it seeks indemnification ("**Indemnitor**") prompt notice, pursuant to Section 9.7, of the assertion of any such claim, provided, however, that the failure to give notice of a claim within a reasonable time shall only relieve the Indemnitor of liability to the extent it is materially prejudiced thereby. Promptly after receipt of written notice, as provided herein, of a claim by a person or entity not a party to this Agreement, the Indemnitor shall assume the defense of such claim; provided, however, that (i) if the Indemnitor fails, within a reasonable time after receipt of written notice of such claim, to assume the defense, compromise, and settlement of such claim Indemnitee shall have the right to assume the defense of, and to compromise or settle, the claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor (upon notifying the Indemnitee of its election to do so) to assume the defense of such claim at any time prior to the settlement, compromise, judgment, or other final determination thereof, (ii) if in the reasonable judgment of the Indemnitee, based on the advice of its counsel, a direct or indirect conflict of interest exists between the Indemnitee and the Indemnitor, or that the assumption of the defense by Indemnitor would be contrary to law or policy, the Indemnitee shall (upon notifying the Indemnitor of its election to do so) have the right to undertake the defense, compromise, and settlement of such claim on behalf of and for the account and risk of the Indemnitor (it being understood and agreed that the Indemnitor shall not be entitled to assume the defense of such claim), (iii) if the Indemnitee in its sole discretion so elects, it shall (upon notifying the Indemnitor of its election to do so) be entitled to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of counsel so employed shall (except as contemplated by clauses (i) and (ii) above) be borne solely by the Indemnitee, (iv) the Indemnitor shall not settle or compromise any claim or consent to the entry of any judgment that does not include as an unconditional term thereof the grant by the claimant or plaintiff to each Indemnitee of a release from any and all liability in respect thereof, (v) the Indemnitor shall not settle or compromise any claim in any manner, or consent to the entry of any judgment, that could reasonably be expected to have a material adverse effect on the Indemnitee, and (vi) the indemnitor may not settle any claim without the consent of the Indemnitee, provided, however, that if the indemnitee does not consent to a *bona fide* offer of settlement made by a third party and the settlement involves only the payment of money, then the Indemnitor may, in lieu of payment of that amount to such third party, pay that amount to Indemnitee. After such payment to the Indemnitee, the Indemnitor shall have no further liability with respect to that claim or proceeding and the Indemnitee shall assume full responsibility for the defense, payment or settlement of such claim or proceeding.

7. **Office and Studio Space.** During the Term, Owner shall make available to Broker, rent free, all the equipment located at the Station's studio site and suitable studio and office space for the production of Broker's Programming and the conduct of Broker's business activities in connection with the promotion of the Programming and the sale of advertising.

8. **Miscellaneous.**

8.1 **Assignment.** Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

8.2 **Call Letters.** During the Term, Owner will not, without Broker's prior written consent, request that the Station's call letters be changed. At Broker's request, Owner will file a request with the FCC to change the call letters of the Station to ones chosen by Broker, provided that Broker shall pay all costs of filing such a request including, without limitation, the filing fee and Owner's reasonable attorneys' fees.

8.3 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

8.4 **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings relating to matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement will be effective unless evidenced by an instrument in writing signed by the party to be charged therewith.

8.5 **Headings.** The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

8.6 **Governing Law.** The obligations of Owner and Broker are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Act, as amended, and the rules, regulations, and policies of the FCC. The construction and performance of this Agreement will be governed by the laws of the State of Alaska except for the choice of law rules used in that jurisdiction.

8.7 **Notices.** Any notice, demand, or request required or permitted to be given under the provisions of the Agreement shall be deemed effective if made in writing (including telecommunications) and delivered to recipient's address or facsimile number set forth under its name below by any of the following means: (a) hand delivery, (b) registered or certified mail, postage pre-paid, or (c) Federal Express, express mail or like courier service. Notice made in accordance with this section shall be deemed delivered upon receipt.

To Owner: Alaska Integrated Media, Inc.

Attn: Mike Robbins, President  
4400 Business Park Blvd  
Suite 44-A  
Anchorage, AK 99503  
Email: [mike@alaskaim.com](mailto:mike@alaskaim.com)

With a copy that shall not constitute notice sent to:

David Tillotson, Esq.  
4606 Charleston Ter NW  
Washington, DC 20007  
Email: [dtlaw67@starpower.net](mailto:dtlaw67@starpower.net)

To Broker: Christian Broadcasting, Inc.  
Attn: Tom Steigleman  
2709 Boniface Parkway  
Anchorage, AK 99504  
Email: [tom@cbmediagroup.com](mailto:tom@cbmediagroup.com)

With a copy that shall not constitute notice sent to:

Joseph C. Chautin, III, Esq.  
Hardy, Carey, Chautin & Balkin, LLP  
1080 W. Causeway App.  
Mandeville, LA 70471  
Email: [jchautin@hardycarey.com](mailto:jchautin@hardycarey.com)

Either party may change its address for notices by written notice to the other given pursuant to this Section. Any notice purportedly given by a means other than as set forth in this Section shall be deemed ineffective.

8.8 **Confidentiality.** Except to the extent reasonably necessary for the parties to comply with the requirements of applicable FCC regulations, including Section 73.3613(d) of the Commission's rules [47 C.F.R. 73.3613(d)] and requirements of any other governmental agencies and except for the need of the parties to inform their respective employees as to the existence and substance of this Agreement, the parties agree to use their respective best efforts to keep the terms of this Agreement confidential.

8.9 **Anti Payola Declaration.** Simultaneously with the execution of this Agreement and at six (6) month intervals thereafter, Broker shall execute and deliver to Owner the Anti-Payola Declaration attached as Exhibit C hereto.

8.10 **Licensee Certification.** Owner hereby certifies that it shall maintain ultimate control over the Station's facilities and operations, including specifically control over the Station's finances, personnel and programming, throughout the Term.

IN WITNESS WHEREOF, the parties hereto have executed this Time Brokerage Agreement on the day and year first written above.

**ALASKA INTEGRATED MEDIA, INC.**

**CHRISTIAN BROADCASTING, INC.**

By: \_\_\_\_\_  
Mike Robbins, President

By: \_\_\_\_\_  
Dr. Jerry Prevo, President

**EXHIBIT A**  
**Operating Expenses to be Reimbursed to Owner by Broker**

1. Salaries, payroll taxes and benefits for KVNT on site Producer
2. Insurance-Hazard
3. Studio Rent
4. Insurance-Liability
5. Property Taxes
6. Electric Power and Other Utilities
7. Telephone Lines
8. Contract Engineering Services
9. FCC Regulatory Fees (Prorated from Commencement Date)
10. Costs of effectuating equipment repairs or replacements, subject to Section 1.3(b)
11. Music licensing fees as set forth in Section 2.1(a)

**EXHIBIT B**  
**Guidelines**

Broker will take care to observe and exercise reasonable diligence and warrants to comply with the following guidelines in the preparation, writing and broadcasting of programs on the Station:

1. **Respectful of Faiths.** The subject of religion and references to particular faiths, tenets and customs will be treated with respect at all times.
2. **No Denominational Attacks.** The Station will not be used as a medium for attack on any faith, denomination or sect, or upon any individual or organization.
3. **No Plugola or Payola.** The mention of any business activity or “plug” for any commercial, professional or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited. No commercial messages (plugs) or undue references shall be made in programming presented over the Station to any business venture, profit making activity or other interest (other than noncommercial announcements for bona fide charities, church activities or other public service activities) in which Broker is directly or indirectly interested without the same having been approved in advance by the Station’s Manager and such broadcast being announced as sponsored material. Concurrently with the execution of this Agreement, Broker is executing and delivering to Owner a Payola/Plugola Affidavit in the form attached hereto, and Broker shall execute and deliver, and shall cause its Third Party brokers to execute and deliver to Owner, such an affidavit annually thereafter.
4. **No Gambling.** Any form of gambling on the programs is prohibited.
5. **Election Procedures.** At least 90 days before the start of any election campaign, Broker will review with the Station’s Manager the rates that will be charged for the time to be sold to candidates for public office or their supporters to make certain that such rates conform with applicable law and Station policy.
6. **Required Announcements.** Broker will broadcast (i) an announcement in a form satisfactory to Owner at the beginning of each hour to identify the Station, and (ii) any other announcements required by applicable law or Station’s policy.
7. **Credit Terms Advertising.** Unless all applicable state and federal guidelines relative to disclosure of credit terms are complied with, no advertising of credit terms will be made over the Station beyond mention of the fact that, if desired, credit terms are available.
8. **No Illegal Announcements.** No announcements or promotions prohibited by law of any lottery or game will be made over the Station.
9. **Owner Discretion Paramount.** In accordance with the Owner’s responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Owner reserves

the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with programming policies of the Station or which, in Owner's judgment, would not serve the public interest.

10. **Programming Prohibitions.** Broker will not broadcast any of the following programs or announcements:

(a) False Claims. Claims for any product or service that Broker knows or reasonably believes to be false or unwarranted.

(b) Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy or any other unfair competition.

(c) Profanity. Any programs or announcements that are slanderous, obscene, profane, indecent, vulgar, repulsive or offensive, either in theme or in treatment.

(d) Unauthorized Testimonials. Any testimonials which cannot be authenticated.

(e) Descriptions of Bodily Functions. Any descriptions of internal bodily functions or symptomatic results of internal disturbances.

Owner may waive any of the foregoing regulations and restrictions, in specific instances if, in its opinion, good broadcasting in the public interest is served.

[Attachment to Guidelines]

**ANTI-PAYOLA DECLARATION**

Dr. Jerry Prevo states under penalty of perjury as follows:

1. I am the President of Christian Broadcasting, Inc. (“Broker”).
2. All programming that Broker has furnished to Station KVNT, Eagle River, Alaska (the “Station”) for which services, money or other valuable consideration have been directly or indirectly paid or promised to, or charged or accepted by Broker or any other person, has included an announcement, or has otherwise indicated, that the programming was paid for or furnished by the payor.
3. I confirm that, in the future, neither Broker nor any of its principals, employees or agents will pay, promise to pay, request or receive any service, money or any other valuable consideration, direct or indirect, from a third party in exchange for the influencing of, or the attempt to influence, the preparation or presentation of broadcast matter on the Station unless the broadcast matter is accompanied by proper sponsorship identification announcements.
4. Neither Broker, Broker’s principals, nor any member of the immediate families of Broker’s principals has any present direct or indirect ownership interest in any entity engaged in the following businesses or activities (other than an investment in a corporation whose stock is publicly held), serves as an officer or director of, whether with or without compensation, or serves as an employee of, any entity engaged in the following business or activities:
  - (a) The publishing of music;
  - (b) The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
  - (c) The exploitation, promotion or management of persons rendering artistic, production and/or other services in the entertainment field; or
  - (d) The wholesale or retail sale of records intended for public purchase.

Executed under penalty of perjury, this 9<sup>th</sup> day of April, 2015

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Dr. Jerry Prevo