

FACILITIES AND SERVICES AGREEMENT

This Facilities and Services Agreement (the "Agreement") is entered into as of this 21st day of December, 2016, by and among TANANA VALLEY TELEVISION COMPANY ("TVTC"), TANANA VALLEY RADIO, LLC ("TVR", and together with TVTC, "Licensee"), and LAST FRONTIER MEDIACTIVE, LLC (the "Company"). Licensee and the Company may be referred to herein individually as a "Party" or together as the "Parties."

Recitals:

WHEREAS, TVTC is the Federal Communications Commission ("FCC") licensee of radio stations KDJF(FM), Ester, AK, FCC Facility Id. No. 164233("KDJF"), and TVR is the FCC licensee of radio station KYSC(FM), Fairbanks, AK, FCC Facility Id. No. 77906 ("KYSC") (KDJF and KYSC are collectively referred to herein as the "Stations" and individually as "Station");

WHEREAS, Licensee desires to obtain, and the Company is willing to provide, access to certain facilities and services on the terms and conditions set forth in this Agreement to the full extent provision of such facilities and services complies with applicable FCC rules and policies ("FCC Rules").

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, covenants and agreements of the Parties contained in this Agreement, 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:

Section 1. Term. The term of this Agreement (the "Term") shall commence on December 21, 2016, and shall continue until December 31, 2017, unless earlier terminated pursuant to the provisions of this Agreement.

Section 2. Provision of Facilities and Services. During the Term, the Company shall provide Licensee with access to the following facilities and services for use by Licensee at its discretion in its operation of the Station:

(a) Offices, Studios and Traffic Systems. The Company shall provide Licensee with (i) access to and use of office space and studio facilities (the "Studios") for the operation of the Stations, and (ii) the use of traffic systems to schedule the Stations' programming and commercial announcements. During any period of shared use of the Studios or traffic systems, Licensee shall make all decisions regarding the Stations' programming, shall otherwise control the Stations' programming, and shall be solely responsible for the use of the Studios and the traffic systems with respect thereto.

(b) Transmission Facilities and Maintenance. Subject to the direction and control of Licensee, the Company shall, upon Licensee's request provide engineering services to maintain, repair, and, if necessary, replace the transmission facilities of the Stations. Those tasks

may include, but are not limited to, monitoring and maintenance of the Stations' technical equipment and facilities.

(c) Administrative Services. To the extent requested by Licensee, the Company shall provide accounting, administrative, research, and ratings services for the Stations, including maintenance of records and provision of office supplies and the shared use of "back-office" and other non-managerial employees for clerical and administrative support. Such services may include collection of the Stations' accounts receivable and payment of Stations' expenses.

(d) Utilities.

(i) Licensee shall be entitled to make use of, and the Company shall be obligated to provide at Licensee's request, utilities, including, without limitation, electric, water, sewer, and natural gas services located at the Studios at no cost to Licensee.

(ii) Licensee (A) shall have no responsibility for maintenance or repairs to the Studios (including roof, building interior, building exterior, structural components of the building), common areas, all HVAC and building systems, and (B) shall pay no costs therefor.

(e) Advertising Referral. Subject to the direction and control of Licensee, subject to Section 4(b) below, and subject to the Advertising Referral Agreement dated the date hereof between the Parties, the Company may, upon Licensee's request and through Cluster Employees (defined below) or otherwise, promote the Stations to advertisers and advertising agencies who may wish to promote their goods and services to the demographic groups served by the Stations, and may make advertising referrals for the Licensee; provided however, that sales for such referrals shall be handled by Licensee or its Sales Manager or General Manager as specified in Section 3(a) below.

Section 3. Station Management and Other Personnel.

(a) Licensee shall retain a management-level employee (i.e., General Manager) who shall direct the day-to-day operation of each Station, and a Sales Manager who shall provide sales services for the Licensee at each Station and, in that capacity, shall be responsible for the sale of each Station's advertising time. The General Manager and Sales Manager shall be employees of, and under the exclusive control and supervision of, the Licensee at all times.

(b) The Company shall make available to Licensee certain of the Company's employees to provide services in conjunction with Licensee's operation of the Stations during the Term of this Agreement. The Parties will reasonably cooperate with each other to identify those employees who will be made available to Licensee. It is presently contemplated that those employees of the Company to be made available to Licensee will be those identified on Schedule A annexed hereto. Company employees designated as "Exclusive" on Schedule A shall provide exclusive services for Licensee at the Stations and shall be under the exclusive control and supervision of Licensee and General Manager at all times. All Company employees designated as "Exclusive" on Schedule A are referred to herein as "Exclusive Employees." The Exclusive Employees shall execute a letter in the form of Schedule B annexed hereto

acknowledging that he or she is accountable solely to Licensee in performing responsibilities for Licensee with respect to the Stations.

(c) With respect to those non-exclusive employees who perform services for the Stations on a shared basis with other radio stations in the market owned or brokered by the Company (the "Cluster Employees," and together with the Exclusive Employees, the "Provided Employees"), (i) when performing services for the Station, the Cluster Employees shall report to and be supervised solely by Licensee and its General Manager, (ii) when performing services for other radio stations either owned or brokered by the Company, such employees shall report to and be supervised solely by the Company, and (iii) the Cluster Employees shall execute a letter in the form of Schedule C annexed hereto acknowledging that they shall conduct themselves accordingly. Nothing herein shall create an employment relationship between Licensee and the Provided Employees.

(d) In cases where the Cluster Employees perform services for both Licensee and the Company, any such employee's responsibilities for one Party shall be separate and distinct from those of the other, and any such employee shall be subject to the exclusive supervision and control of the Party for whom he or she is working at the particular time.

(e) The Provided Employees shall acknowledge in the form of Schedule B (with respect to Exclusive Employees) and in the form of Schedule C (with respect to Provided Employees) that they are prohibited from communicating with the Company or any of their respective officers, directors, employees, members or affiliates regarding the operation or management of the Stations; provided, that Provided Employees working for the Stations may communicate with each other about the operation or management of the Stations.

Section 4. Licensee Control.

(a) The Company shall have no responsibility for or involvement with the selection, procurement or broadcast of programming on the Stations, and, notwithstanding anything in this Agreement to the contrary, Licensee shall retain exclusive responsibility and control over the operations of the Stations, including the Stations' programming, personnel, and finances. In the fulfillment of that responsibility and the exercise of that control, Licensee may, in its sole discretion, (a) retain or discontinue using the Company's services provided by any Provided Employee as Licensee deems necessary or appropriate in the management and operation of the Stations and, to the extent Licensee discontinues using the services provided by a particular Provided Employee, the Licensee may request that the Company promptly provide reasonable replacement services through a different Provided Employee (provided, that Licensee may retain or discontinue its use of services provide by Cluster Employees only with respect to those services such Cluster Employees provide to the Stations), (b) sell advertising time on the Stations in such amounts and on such terms and conditions as Licensee shall determine, (c) collect monies from parties who purchase time on the Stations, and (d) establish and maintain such bank accounts and other financial depositories under its sole control as Licensee deems necessary or appropriate.

(b) It is the intention of the Parties that the Company shall not have any attributable interest in the Stations under the Communications Act of 1934, as amended (the “Act”), or the FCC Rules. This Agreement shall be construed in all respects consistent with the FCC’s attribution rules and policies to effectuate the non-attribution of the Stations to the Company. The Parties agree to execute any such other documents as may be required to effectuate this intent.

Section 5. FCC Compliance.

(a) **Licensee Right and Responsibility.** Notwithstanding anything in this Agreement to the contrary, Licensee shall remain responsible for the Stations’ compliance with the Act and FCC Rules and shall be entitled to take any action, or refrain from taking any action, which Licensee, in the exercise of its sole discretion, deems necessary or appropriate to fulfill that responsibility.

(b) **Agreement Compliance with FCC Requirements.** All arrangements and activities contemplated by this Agreement shall be subject to, and are intended to comply in all respects with, the Act and FCC Rules. To the extent the FCC issues any decision, order, or ruling or makes any request that would require modification of this Agreement, the Parties shall immediately undertake reasonable and good faith efforts to amend this Agreement as promptly as possible to comply with such decision, order, ruling or request and, to the maximum extent practical and lawful, to preserve the economic benefits for each Party under the Agreement.

Section 6. Termination. This Agreement may be terminated prior to the expiration of the Term under any one of the following circumstances:

(a) **Governmental Order.** By any Party, if any court or federal, state or local government authority (including the FCC) of competent jurisdiction orders or takes any action (in any case, a “Governmental Order”) that becomes effective and that requires the termination or material adverse modification of this Agreement; provided, that termination will not be permitted if the Governmental Order is stayed or otherwise ceases to be effective; and provided further that, to the extent permitted by such Governmental Order, Licensee shall be allowed a reasonable amount of time, no fewer than 60 days, to move the operation of the Stations to a different location.

(b) **Sale of Station.** Upon the consummation of a sale of the Stations to a third party or reassignment of the Stations to the Company; provided further that, in the case of a sale to a third party, Licensee shall be allowed a reasonable amount of time, no fewer than 60 days from the date of consummation, to move the operation of the Stations to a different location.

(c) **Mutual Agreement.** By mutual agreement of the Parties; provided that Licensee shall be allowed a reasonable amount of time, and no fewer than 60 days, to move the operation of the Stations to a different location.

Section 7. Force Majeure. Notwithstanding anything in this Agreement to the contrary, no Party shall be liable to any other Party for a failure to perform any obligation under this

Agreement if such Party shall be prevented from such performance by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God, or other contingencies beyond the reasonable control of the Parties, including equipment failures, and all provisions herein requiring performance within a specified period shall be deemed to have been modified in order to extend the period in which such performance shall be required in order to accommodate the period of the pendency of such contingency which prevents such performance.

Section 8. Severability. Subject to Section 6(a), if any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent by a Governmental Order, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and shall be enforced to the greatest extent permitted by law; provided, that, if such invalidity, illegality or unenforceability would change the basic economic positions of the Parties, they shall negotiate in good faith to make such changes in other terms as shall be practicable in order to restore to each other, to the maximum extent practical and lawful, the economic benefits contemplated by this Agreement.

Section 9. Notices. Any notice or other communication required or permitted under this Agreement shall be delivered personally, by facsimile with written confirmation of receipt, or by FedEx or similar nationally-recognized overnight courier (charges prepaid), and addressed to the Parties as follows (or at any other address specified in accordance with this Section):

If to the Company:

Last Frontier Mediactive, LLC
Attn: Robert J. Ingstad
955 10th Street, NE
Valley City, ND 58072
Robert J. Ingstad robingstad@gmail.com
Tor H. Ingstad tor@ingstadmedia.com

With copy to (which shall not constitute notice)

Dawn M. Sciarrino, Esq.
Sciarrino & Shubert, PLLC
4601 North Fairfax Dr.
Suite 1200
Arlington, VA 22203
(202) 256-9551
(703) 991-7120 (fax)
dawn@sciarrinolaw.com

If to Licensee: Tanana Valley Television Company
1244 ViewPointe Drive
Fairbanks, AK 99709
Attn: William F. St. Pierre
Telephone: (907) 322-5336

with a copy (which shall not constitute notice) to:

Brooks, Pierce, McLendon, Humphrey & Leonard, LLP
150 Fayetteville Street
Suite 1700
Raleigh, North Carolina 27601
Attn: Coe W. Ramsey
Telephone: 919-839-0300
Fax: 919-839-0304
cramsey@brookspierce.com

Section 10. No Partnership or Joint Venture. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise expressly provided in this Agreement, no Party shall be authorized to act as an agent of or otherwise to represent another Party.

Section 11. Successors and Assigns.

(a) Assignment Rights. No Party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.

(b) No Third Party Beneficiaries. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the Parties hereto and their successors and permitted assigns any right, remedy or claim, legal or equitable under or by reason of this Agreement.

Section 12. Representations and Warranties. Each Party represents and warrants to the other that (a) any and all company actions required to authorize this Agreement have been taken, (b) when executed by the other Party, this Agreement shall be a binding obligation of the Party, enforceable against it except to the extent enforceability may be limited by creditors' rights and general equitable principles, (c) this Agreement will not, with the passage of time or the provision of notice or both, conflict with any other agreement to which the Party is a party or by which it is bound or with a decision, order or rule of any court or, to such Party's knowledge, any other governmental authority to which such Party is subject, (d) there is no litigation pending or, to the knowledge of such Party, threatened by or before the FCC or any court of competent jurisdiction that would prevent or impair the transactions and activities contemplated by this Agreement, (e) aside from the execution of this Agreement by the other Party, there is no consent or approval that is required of any other party or any Governmental Order necessary to make this

Agreement effective, and (f) such Party will comply in all material respects with applicable law in conjunction with the implementation of this Agreement and the operation of the Stations, including but not limited to the Act and FCC Rules.

Section 13. Entire Agreement. This Agreement, as well as all documents referenced therein, constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the Parties, oral and written, with respect to the subject matter hereof, all of which are deemed to have been merged herein. This Agreement may be modified only by an agreement in writing executed by all Parties.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement. Facsimile or electronically-delivered signature pages shall be sufficient to make this Agreement legally binding.

Section 15. Governing Law. Except as otherwise expressly provided herein, this Agreement shall be governed by the laws of the State of Alaska without regard to conflict of law provisions thereof.

Section 16. Consent to Jurisdiction and Service of Process. The exclusive forum for the resolution of any disputes arising hereunder shall be the federal or state courts located in Alaska and each party irrevocably waives the reference of an inconvenient forum to the maintenance of any such action or proceeding.

Section 17. Waiver of Jury Trial. Each of the Parties hereby waives its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement.

Section 18. Further Action. From time to time after the date of this Agreement, the Parties shall take such further actions and shall execute such further documents, assurances and certificates as the Parties may reasonably request of each other in order to effectuate the purposes of this Agreement.

Section 19. Construction.

(a) References to Agreement. The terms “hereof,” “herein” and “hereunder” and terms of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) Headings. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified.

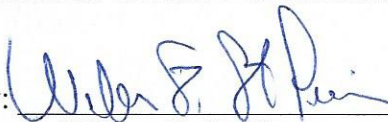
(c) Terminology. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form.

(d) No Limitation. Whenever the term “including” is used in this Agreement (whether or not that term is followed by the phrase “but not limited to” or “without limitation” or words of similar effect) in connection with a listing of items within a particular classification, that listing shall be interpreted to be illustrative only and shall not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.


[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TANANA VALLEY TELEVISION COMPANY

By: 
Name: William F. St. Pierre
Title: President

TANANA VALLEY RADIO, LLC

By: 
Name: William F. St. Pierre
Title: Manager

LAST FRONTIER MEDIACTIVE, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TANANA VALLEY TELEVISION COMPANY

By: _____

Name: William F. St. Pierre

Title:


TANANA VALLEY RADIO, LLC

By: _____

Name: William F. St. Pierre

Title:

LAST FRONTIER MEDIACTIVE, LLC

By:  _____

Name: Robert J Ingstad

Title: Managing Member

Schedule A

Employees of the Company to be Made Available to Licensee

To be mutually agreed by the Parties.

Schedule B

Exclusive Employee Acknowledgement Form

Date

Name

Address

Address

Dear _____:

This letter acknowledges your current employment at _____ (the "Company") as _____ and outlines certain reporting changes that will take effect immediately. Specifically, this letter is to inform you that, unless notified otherwise in writing by the Company management, for so long as you are an employee of the Company, you will perform the expected duties of your position on an exclusive basis for Tanana Valley Television Company and Tanana Valley Radio, LLC (collectively, "Tanana Valley"). Further, you are prohibited from communicating with the Company or any of its respective officers, directors, employees members or affiliates regarding the operation or management of radio stations KDJF(FM) and KYSC(FM) unless any such employees also have a performance and reporting obligation to Tanana Valley.

If you are in agreement with the above, sign the certification below.

(Officer Signature)

By: _____

(Employee's Name and Title)

Date: _____

Schedule C

Cluster Employee Acknowledgement Form

Date _____

Name _____

Address _____

Address _____

Dear _____:

This letter acknowledges your current employment at _____ (the "Company") as _____ and outlines a dual reporting structure that will take effect immediately. Specifically, this letter is to inform you that, unless notified otherwise in writing by the Company management, for so long as you are an employee of the Company, you will perform the expected duties of your position (i) for radio stations KDJF(FM) and KYSC(FM) on behalf of Tanana Valley Television Company and Tanana Valley Radio, LLC (collectively, "Tanana Valley") and (ii) for any other stations operated by Company (the "Company Stations"). When performing job duties for KDJF(FM) and KYSC(FM), you will report to and be supervised solely by any manager(s) designated by Tanana Valley. When performing job duties for the Company Stations, you will report to and be supervised solely by the management of the Company Stations. Further, you will not communicate with the Company or any of its respective officers, directors, employees members or affiliates regarding the operation or management of KDJF(FM) and KYSC(FM) unless any such employees also have a performance and reporting obligation to Tanana Valley.

If you are in agreement with the above, sign the certification below.

(Officer Signature)

By: _____

(Employee's Name and Title)

Date: _____