

ADVERTISING REFERRAL AGREEMENT

THIS ADVERTISING REFERRAL AGREEMENT (this “*Agreement*”) is made as of December 21, 2016, by and among **TANANA VALLEY TELEVISION COMPANY** (“*TVTC*”), **TANANA VALLEY RADIO, LLC** (“*TVR*,” and together with TVTC, “*Licensee*”) and **LAST FRONTIER MEDIACTIVE, LLC** (“*Last Frontier*”).

RECITALS

TVTC owns and operates radio broadcast station KDJF(FM), Ester, AK (FCC Facility Id. No. 164233) and TVR owns and operates radio broadcast station KYSC(FM), Fairbanks, AK (FCC Facility Id. No. 77906) (KDJF and KYSC are collectively referred to herein as the “*Stations*”). Last Frontier is experienced in the sale of advertising for broadcast on radio stations. The parties desire to set forth the terms of an advertising referral agreement.

AGREEMENT

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

1. ***Term.*** The term of this Agreement (the “*Term*”) will begin on December 21, 2016 and continue until December 31, 2017, unless earlier terminated in accordance with **Section 5** hereof.

2. Referrals.

2.1. During the Term, Last Frontier may promote each or both of the Stations to advertisers and advertising agencies who may wish to promote their goods and services to the demographic groups served by the Station(s), and may make advertising referrals to Licensee. Any such referrals shall be made on purchase orders or other documentation prepared by Licensee and made available to Last Frontier. Such referrals may include advertising packages with stations owned or operated by Last Frontier, but sales for Last Frontier stations may not be tied to sales for the Stations.

2.2. Licensee may accept or decline any advertising referral made to it by Last Frontier. If requested by Last Frontier, Licensee shall furnish Last Frontier with all available market and network data and shall develop additional data as reasonably needed to assist Last Frontier in making referrals hereunder. During the Term, Licensee shall retain (a) the services of a General Manager and a Sales Manager employed by Licensee, and (b) certain designated Last Frontier employees pursuant to the Fa-

cilities and Services Agreement between Licensee and Last Frontier dated the date hereof (the “Facilities and Services Agreement”), each of whom shall work with Last Frontier in performing this Agreement.

3. **Commissions.** Licensee shall pay Last Frontier commissions set forth on *Exhibit A*. All such payments shall be due and payable promptly upon collection from a client, advertiser or agency referred to Licensee by Last Frontier. Licensee shall provide a monthly written statement detailing the referred advertising billed and collected and the commission rate applicable thereto.

4. **Control.** Licensee shall have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term, subject to the Facilities and Services Agreement with respect to “Provided Employees” as defined therein, and shall be responsible for the Stations’ compliance with the Communications Act of 1934, as amended, Federal Communications Commission (the “FCC”) rules, regulations and policies, and all other applicable laws.

5. **Termination.** This Agreement may be terminated prior to the expiration of the Term upon the expiration or earlier termination of the Facilities and Services Agreement. Upon any termination of this Agreement, Licensee shall promptly pay Last Frontier such commissions as are due and payable hereunder on all time sales contracts referred by Last Frontier and placed prior to or concurrently with such termination until all such contracts are performed and fulfilled. If either party is required to take any steps, including without limitation the institution of any action, suit or proceeding, to collect any amounts owed to it under this Agreement, the prevailing party shall be entitled to costs and expenses (including reasonable attorneys’ fees), incurred in connection with such steps. Termination of this Agreement shall not relieve any party from liability for breach of this Agreement or from any liability or obligation arising under this Agreement relating to the period prior to such termination.

6. **Representations.** Licensee and Last Frontier each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

7. **Assignment.** No party may assign this Agreement without the prior written consent of the other parties. The terms of this Agreement shall bind and inure to the benefit of the parties’ respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this

Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

8. **Severability.** If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws.

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

If to Tanana Valley Radio, LLC
Licen- 1244 ViewPointe Drive
see: Fairbanks, Alaska 99709
 Attn: William F. St. Pierre
 Tel: (907) 322-5336
 Email: bill@tvtv.com

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

If to Last Frontier Mediactive, LLC
Last 955 10th Street, NE
Fron- Valley City, ND 58072
tier: Attn: Robert J. Ingstad
 Tel: (907) 451-5910
 Fax:
 Email: robingstad@gmail.com
 tor@ingstadmedia.com

With a Sciarrino & Shubert, PLLC
copy 4601 North Fairfax Dr.
to:† Suite 1200
 Arlington, VA 22203
 Attn: Dawn M. Sciarrino, Esq
 Tel: (202) 256-9551
 Fax: (703) 991-7120
 Email: dawn@sciarrinolaw.com

† Which shall not constitute notice.

10. **Miscellaneous.** This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Agreement is not intended to be, and shall not be con-

strued as, an agreement to form a partnership, agency relationship, or joint venture between the parties. No party shall be authorized to act as an agent of or otherwise to represent the other parties. The construction and performance of this Agreement shall be governed by the laws of the State of Alaska without giving effect to the choice of law provisions thereof. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof.

[SIGNATURE PAGE TO ADVERTISING REFERRAL AGREEMENT]

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

TANANA VALLEY TELEVISION COMPANY

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

TANANA VALLEY RADIO, LLC

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

LAST FRONTIER MEDIACTIVE, LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ADVERTISING REFERRAL AGREEMENT]

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

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

EXHIBIT A

Licensee shall pay Last Frontier commissions each month during the Term as follows:

- One hundred percent (100%) of gross advertising revenue from the Stations *less* commissions owed to or by Licensee (agency, representative, sales, etc.) and *less* \$2,750; provided that any commissions that are to be remitted by Last Frontier shall not be deducted.
- Payment shall be made to Last Frontier by check mailed to Last Frontier's notice address above or to such other address designated by Last Frontier. Each monthly payment shall be remitted to Last Frontier no later than the tenth (10th) day of the immediately following month. By way of example, payment for the month of January shall be remitted to Last Frontier no later than February 10.