

RECONVEYANCE AND SATISFACTION AGREEMENT

This RECONVEYANCE AND SATISFACTION AGREEMENT (“Agreement”) is entered into on this 11th day of January, 2017, by and between Alaska Integrated Media, Inc. (“AIM”) and the Estate of Chester P. Coleman (the “Estate”).

W I T N E S S E T H

WHEREAS, Tati Broadcasting, LLC (“Tati”) and the Estate entered into an Asset Purchase Agreement dated January 1, 2006, as subsequently amended, modified and/or extended numerous times with the most recent modification being in July 2012 (the “Purchase Agreement”), wherein the Estate agreed to sell and Tati agreed to purchase certain assets of the Estate used in the operation of radio station KAXX(AM) (now KVNT), Eagle River, Alaska (Fac. ID No. 53491), and KADX(FM) (now KZND-FM), Houston, Alaska (Fac. ID No. 10770).

WHEREAS, the sale of these assets by the Estate to Tati was consummated on October 1, 2007;

WHEREAS, the Purchase Agreement the total purchase price as stated in the last amendment to the Purchase Agreement was \$400,000.00 and Tati executed and delivered a Purchase Money Note (the “Note”) and separate Security Agreement (the “Security Agreement”) in favor of the Estate at the closing;

WHEREAS, AIM is the successor in interest to Tati under the Purchase Agreement, Note and Security Agreement,

WHEREAS, the balance due under the Note is currently approximately \$180,000 with additional outstanding personal property taxes owing to the Matanuska-Susitna Borough (the “MSB”);

WHEREAS, AIM had previously entered into an Asset Sales Agreement with Christian Broadcasting, Inc. (“CBI”), for the license and certain associated assets of KVNT for a total purchase price of \$260,500.00;

WHEREAS, CBI was programming KVNT, pending the anticipated closing of that sale, pursuant to a Time Brokerage Agreement executed by AIM and CBI;

WHEREAS, the Asset Purchase Agreement between AIM and CBI has been terminated;

WHEREAS, as a result of the failed sales transaction with CBI, AIM is financially unable resume programming KVNT(AM) for its own benefit and is currently delinquent in AIM's payment obligation to the Estate under the Note;

WHEREAS, AIM has agreed with CBI to a 120 day extension of the Time Brokerage Agreement;

WHEREAS, the value of KVNT's FCC license and certain other assets of AIM associated with the operation of KVNT to be determined by the parties (collectively, the "KVNT Assets"), less the outstanding property tax obligation to the MSB, is approximately equal to the outstanding obligation due by AIM to the Estate under the Note;

WHEREAS, it is AIM's and the Estate's desire and intent to hereby effect a reconveyance by AIM to the Estate with respect to just the KVNT Assets, and to finally resolve and satisfy all outstanding obligations and disputes concerning these matters between AIM and the Estate;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE 1

Reconveyance and Satisfaction

The parties agree that the obligations of AIM under the Note and Security Agreement shall be cancelled effective upon the Closing Date (defined below) of the reconveyance of the KVNT Assets to the Estate, in accordance with the terms of this Agreement set forth below.

ARTICLE 2

Extension of Time Brokerage Agreement

AIM will agree to an extension of the currently existing Time Brokerage Agreement with CBI for KVNT for an additional period of 120 days, unless earlier terminated at the election of CBI. AIM shall execute an assignment to the Estate of the Time Brokerage Agreement, to be effective upon the Closing Date (defined below). As a part of the extension, AIM (and the Estate as assignee of that agreement on the Closing Date) will agree with CBI that AIM will not terminate that agreement prior to the expiration of the 120 day period without CBI's consent, except in the event of a default by CBI. Upon this transfer on the Closing Date, the Estate shall become the sole responsible party and beneficiary under that agreement, and AIM shall have no further obligations thereunder. AIM shall be solely responsible for all liabilities and obligations

arising prior to any such transfer, and entitled to reimbursement of expenses by CBI pursuant to the terms of that agreement for periods prior to the Closing Date, even if paid following the Closing Date.

ARTICLE 3
Cancellation of Remaining Obligation

Upon Closing (as defined below), all remaining obligations of AIM to the Estate under the Purchase Agreement, Note and Security Agreement shall be considered satisfied. AIM shall retain all of the assets Tati received under the Purchase Agreement, except the KVNT Assets to be reconveyed to the Estate under this Agreement, without further obligation by AIM to the Estate.

ARTICLE 4
Conditions and Approvals

(A) This Agreement may be subject to the approval of court having jurisdiction over the administration of the Estate. If the Estate should believe that approval is necessary, the Estate shall within thirty (30) days of execution of this Agreement seek such approval. If the court disapproves this Agreement upon such application, then this Agreement shall be considered void and of no further force and effect and AIM shall resume its payment obligations under the Note and Security Agreement.

(B) This Agreement is subject to approval by the Federal Communications Commission (“FCC”) for the transfer back to the Estate of the FCC license for KVNT. Within five (5) days of approval of the Court having jurisdiction over the administration of the Estate, or the receipt by AIM of a written request by the Estate, and only upon the occurrence of one of those conditions, AIM and the Estate shall jointly file with the FCC an application with the documentation necessary to obtain approval of and to effectuate a the transfer of the license of KVNT back to the Estate. AIM shall pay the FCC filing fees for the KVNT license assignment application and shall pay all past-due debts owed by AIM to the FCC, if any, in order to facilitate processing and grant of the assignment application by the FCC. If the Estate does not make a timely motion for approval by the court and the Estate otherwise fails to make a written request filing of the FCC application within thirty (30) days of the execution of this Agreement, or if FCC or the court disapproves of the transfer or this Agreement, then this Agreement shall be considered void and of no further force or effect and AIM shall resume its payment obligations under the Note and Security Agreement.

(C) Upon execution of this Agreement, AIM shall within five (5) days file a correction in the FCC’s Antenna Structure Registration (ASR) System for the KVNT tower registered therein (ASR Nos. 1019797) to correct the entry that was made in the

ASR system on May 20, 2011, which erroneously changed the ownership information for such tower from the Estate to AIM. Both parties acknowledge that the KVNT towers and the land upon which the towers are located were not conveyed to Tati under the Purchase Agreement, but were instead retained by the Estate. AIM hereby acknowledges the Estate's ownership of, and AIM disclaims any ownership interests in, the KVNT towers or land upon which such towers are located.

ARTICLE 5

Release, Discharge and Acquittal

(A) For and in consideration of the terms and conditions of this Agreement and the performance thereof by AIM, the Estate agrees to, at the Closing (defined below), release, discharge, and acquit, with prejudice, AIM and its successors, executors, administrators, agents, attorneys, assigns and other related parties, including but not limited to Michael Robbins, from and against any and all claims, causes of action, security, costs, fees, interest, liabilities, responsibilities, and obligations, ("Estate Claims"), which in any way are or could have been based upon or connected with the Purchase Agreement, as amended.

(B) For and in consideration of the terms and conditions of this Agreement and the performance thereof by the Estate, AIM agrees to, at the Closing (defined below), release, discharge, and acquit, with prejudice, the Estate and its successors, executors, administrators, agents, attorneys, assigns and other related parties from and against any and all claims, causes of action, security, costs, fees, interest, liabilities, responsibilities, and obligations, ("AIM Claims"), which in any way are or could have been based upon or connected with the Purchase Agreement, as amended.

(C) The Estate shall not assume or be liable for, and does not undertake or attempt to assume or discharge any obligation of AIM (the "Excluded Assets"), specifically including, without limitation:

(i) any financial debt or obligation due to the FCC in connection with KVNT by any and all entities with taxpayer identification numbers associated with AIM or KVNT, existing at or before the Closing Date ("FCC Debt"); and

(ii) any and all other liabilities, obligations, debts or commitments of AIM whatsoever, whether accrued now or hereafter, whether fixed or contingent, whether known or unknown, or any claims asserted against AIM, any employee of AIM, KVNT or any of the assets conveyed under this Agreement to the Estate, or other items owned by AIM on the Closing Date relating to any event (whether act or omission) at or before the Closing Date, including, without limitation, AIM's obligation to pay taxes.

ARTICLE 6
Representations, Warranties and Conditions

(A) This Agreement shall not be conditional upon any occurrence or upon the agreement of any third party, unless expressly stated herein, and AIM makes no representations or warranties concerning the same.

(B) The Estate represents and warrants, except as otherwise disclosed to AIM:

(i) The Estate has not assigned and will not assign any rights under the Purchase Agreement or any part of its respective claims released herein to any other party.

(ii) No representation or warranty made by the Estate in this Agreement contains any untrue statement of material fact or omits a material fact necessary to make such representation or warranty not misleading. All the representations and warranties of the Estate herein contained shall be true and correct on and as of such Closing Date, with the same effect as if made on and as of such Closing Date and shall survive the closing and any investigation made by or on behalf of AIM and shall remain in full force and effect thereafter.

(iii) The Estate has not received any distribution, dividend, payment, reimbursement, or credit, of any nature whatsoever, directly or indirectly, personally or through any other person or entity, in consideration of this Agreement, except that for which the amount and consideration have been accurately disclosed.

(C) AIM represents and warrants, except as otherwise disclosed to the Estate:

(i) AIM has not assigned and will not assign any rights under the Purchase Agreement or Time Brokerage Agreement or any part of its respective claims released herein to any other party.

(ii) AIM has not transferred and will not transfer any of the KVNT Assets.

(iii) No representation or warranty made by AIM in this Agreement contains any untrue statement of material fact or omits a material fact necessary to make such representation or warranty not misleading. All the representations and warranties of AIM herein contained shall be true and correct on and as of such Closing Date, with the same effect as if made on and as of such Closing Date and shall survive the closing and any investigation made by or on behalf of the Estate and shall remain in full force and effect thereafter.

(iv) AIM has not received any distribution, dividend, payment, reimbursement, or credit, of any nature whatsoever, directly or indirectly, personally or through any other person or entity, in consideration of this Agreement, except that for which the amount and consideration have been accurately disclosed to the Estate.

(v) AIM has full power and authority to enter into and perform this Agreement and this Agreement constitutes a valid and binding Agreement of AIM enforceable in accordance with its terms.

(D) AIM disclaims any and all warranties, express or implied, as to freedom from liens or encumbrances of any state, federal or local taxing authority, with respect to the KVNT Assets transferred hereby. It is the responsibility of the Estate to determine the validity of any liens upon the KVNT Assets to be reconveyed to the Estate hereunder. AIM warrants only that it is and will remain until the Closing Date the FCC licensee of KVNT.

(E) Prior to the Closing, as the licensee of KVNT AIM shall have complete control over the KVNT Assets and operation of KVNT. The Estate and its representatives shall have the right to reasonable access to the KVNT logs and other records as to the operation of KVNT prior to Closing and to inspect the KVNT Assets upon prior reasonable written notice to AIM. Upon Closing and the transfer and assignment of the KVNT Assets to the Estate, as contemplated herein, the Estate shall have complete control over such assets and operation of KVNT and AIM shall retain no interest whatsoever in KVNT.

ARTICLE 7

Closing

(A) The "Closing" of the reconveyance of the KVNT Assets described herein, by AIM to the Estate, shall take place within five (5) business days after the approval by the FCC of the transfer of the KVNT license from AIM to the Estate. The date of Closing shall be herein referred to as the "Closing Date."

(B) Notwithstanding the foregoing, the Estate shall have the right, in its sole discretion, to delay the Closing until a date which is up to one hundred twenty (120) days after the date of this Agreement, by giving notice to AIM after the approval by the FCC of the assignment of KVNT to the Estate. The Estate may terminate this Agreement, in its sole discretion, prior to the end of such one hundred twenty day period by giving written notice to AIM and thereafter this Agreement shall be void and of no further force and effect. Upon termination of this Agreement by the Estate under the provisions set forth above AIM shall resume its payment obligations under the Note and Security Agreement.

(C) On or as soon as practical following the Closing Date, the Estate (or the Closing Agent) shall deliver to AIM: (1) the evidence of the indebtedness under the Note marked “Paid” or “Satisfied,” and (2) the executed assumption of the Time Brokerage Agreement. AIM (or the Closing Agent) shall deliver to the Estate the executed assignment of the Time Brokerage Agreement.

ARTICLE 8

General Provisions

(A) Role of Attorneys and Advisors. Each party of this Agreement acknowledges, represents and warrants that it has enjoyed the advice, assistance and representation of separate, independent legal counsel, financial counselors, and tax advisors. Robert Reiman has provided legal counsel to AIM, and has acted as scrivener of this Agreement. If any ambiguity or uncertainty arises in construing the terms and conditions of this Agreement, the rule that ambiguities and uncertainties are construed against the party drafting the document, shall be inapplicable. The Estate acknowledges that it has consented to Reiman’s representation of AIM and his role in document preparation in this matter after their consultation with their respective independent legal counsel. The Estate represents that it has not disclosed to Reiman any confidential information, and hereby waives any possible conflict of interest against Reiman in connection with his role in document preparation.

(B) Closing costs. The parties shall bear any escrow fees and other closing costs equally, except as otherwise may be agreed herein or in any closing statement or escrow agreement.

(C) Successors and Assigns. This Agreement, the obligations hereunder and the documents executed pursuant to this Agreement shall enure to the benefit of and be binding upon the heirs, devisees, executors, administrators, assigns, representatives, beneficiaries and successors in interest to the parties hereto.

(D) Notices. Except as otherwise expressly provided herein, all communications provided for hereunder shall be in writing and either couriered by international courier or through the US Postal Service by certified mail, first class, return receipt requested, to the parties at their respective addresses as set forth below. Notices shall be deemed to have been validly served, given or delivered five (5) days after deposit with an international courier or upon actual receipt thereof, whichever is earlier.

If to AIM:

Alaska Integrated media, Inc.
c/o Michael Robbins
4700 Business Park Boulevard Building E, Suite 44-A
Anchorage, AK 99503

With copies to:

Robert K. Reiman, Esq.
P.O. Box 201271
Anchorage, AK 99520

If to the Estate:

Estate of Chester P. Coleman
Ruth Pollack, Executor
6520 Platt Ave. #554
West Hills, CA 91307

With copies to:

Stephen T. Lovelady, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, Suite 1100
Arlington, VA 22209

(E) Governing Law. This Agreement shall be construed and the respective rights and obligations of the parties shall be interpreted in accordance with the laws of the State of Alaska.

(F) Remedies. Any person having any rights under any provision of this Agreement will be entitled to enforce such rights specifically, to recover damages by reason of any breach of any provision of this Agreement, and to exercise all other rights granted by law, which rights may be exercised cumulatively and not alternatively. Notwithstanding the above, it is agreed that the failure of the FCC to consent to these transactions, or to timely consent, shall not be deemed a material breach by any party, and shall make this agreement null and void.

(G) Litigation Costs and Attorney Fees. If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties therein shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

(H) Schedules and Exhibits. All schedules and exhibits are an integral part of this Agreement.

(I) Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(J) Harmonious Construction. To the greatest extent possible, the provisions of this Agreement and the Exhibits hereto are to be construed harmoniously with one another. Provided, however, to the extent that the terms of this Agreement contradict any of the terms of the exhibits hereto, the terms of this Agreement shall control.

(K) Severability. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(L) Consent to Amendments and Waivers. Except as otherwise expressly provided herein, the provisions of this Agreement and any exhibit attached hereto may be amended or waived and the parties take any action herein prohibited, or omit to perform any act herein required to be performed by it, only with the written consent of the other parties to this Agreement. No course of dealing between the parties or any delay in exercising any rights hereunder will operate as a waiver of any rights of any party.

(M) Final Agreement. This Agreement and the exhibits and schedules attached hereto constitute the only agreement of the parties concerning the matters herein, and supersede, merge and render void all prior written/oral, and/or contemporaneous agreements and understandings related thereto.

(N) Survival of Agreement. The representations and warranties of the parties, and the covenants and conditions of this Agreement shall survive and remain in full force and effect following closing.

(O) Cooperation; Additional Documents as Required. The parties agree to execute any additional or substitute documents as may be necessary to effectuate the terms and intent of this Agreement. The parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

(P) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

(Q) Confidentiality. The parties hereto agree, that, except for legitimate business purposes, the terms of this Agreement and all other business dealings, financial arrangements, business plans, projections, proformas, or other business relationships or ventures between the parties, whether or not proprietary in nature, shall be kept strictly confidential.

(R) Commissions. The parties each represent and warrant that no broker or other intermediary has been engaged by it in connection with the transactions referenced herein, and each party hereto shall and hereby does indemnify and hold the other harmless from any claim which constitutes a violation by that party of the foregoing representations and warranties.

(S) Authority. Each person executing this Agreement represents and warrants that he or she is authorized and empowered to execute the same.

ALASKA INTEGRATED MEDIA, Inc.

By: 

Its: President

ESTATE OF CHESTER P. COLEMAN

By: Ruth Pollack

Ruth Pollack, Executor