

AMENDMENT AND RESTATEMENT TO TIME BROKERAGE AGREEMENT

THIS AMENDMENT AND RESTATEMENT (the "Amendment") is made and entered into as of June 1, 2020, by and between Tanana Valley Television Company (the "Licensee") and Joshua Fryfogle (the "Programmer"), with respect to the Time Brokerage Agreement (the "Agreement"), dated as October 1, 2019, by and between Licensee and Programmer.

Licensee and Programmer hereby amend and restate the Agreement as follows:

Section 3.5(b) of the Agreement shall be amended by deleting the words "or cause to be paid" as well as "and are determined to be the responsibility of Licensee" so that the first sentence of the section begins as follows:

"Licensee shall promptly pay all invoices and bills, or portions thereof, that are received by the Station for services rendered or goods provided to the Licensee, including but not limited to..."

Subject to the foregoing, the parties hereby restate the Agreement as executed as of October 1, 2019.

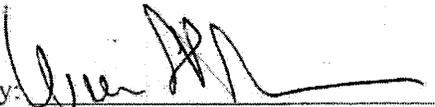
The construction and performance of this Amendment shall be governed by the laws of the State of Alaska without regard to its principles of conflict of law.

Any terms used, but not otherwise defined herein, shall have the meaning that the Agreement ascribes to such terms.

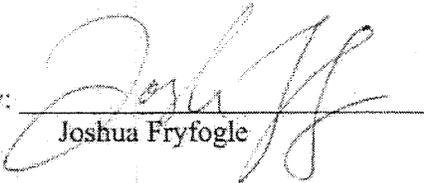
This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Restatement to Time Brokerage Agreement to be executed by and through their duly authorized officers on the day and year first above written.

TANANA VALLEY TELEVISION COMPANY

By: 
William St. Pierre, President

JOSHUA FRYFOGLE

By: 
Joshua Fryfogle

TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (this “Agreement”) is made and entered into as of this 1st day of October, 2019, by and between Joshua Fryfogle, an individual residing in Wasilla, Alaska (“Programmer”) and Tanana Valley Television Company, an Alaskan corporation (“Licensee”), licensee of Station KNLT, Palmer, Alaska (the “Station”):

Recitals:

WHEREAS, Programmer is in the business of producing and transmitting news, sports, informational, public service, and entertainment programming and associated advertising; and

WHEREAS, Licensee has valid licenses or other authorizations issued by the Federal Communications Commission (“FCC”) for the Station; and

WHEREAS, Programmer desires to provide programming to be transmitted on the Station pursuant to the provisions of this Agreement and the applicable rules and regulations of the FCC; and

WHEREAS, Licensee desires to accept and to transmit programming supplied by Programmer on the Station, while maintaining control over the Station;

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants, and agreements of the parties contained in this Agreement, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I PROGRAMMING

1.1 Brokered Programming. Programmer, at Programmer's expense, shall provide for transmission by the Station, and Licensee will make the facilities of the Station available to Programmer for the transmission of, news, sports, informational, and entertainment programming, and associated advertising, promotional, and public-service programming and announcement matters sufficient to program the Station for up to twenty-four (24) hours per day throughout the Term, as hereinafter defined (the "Brokered Programming"), except as otherwise provided herein. All Brokered Programming and its transmission by the Station shall be subject to the supervision and control of Licensee as set forth in this Agreement.

1.2 Licensee Programming. Licensee will retain sole responsibility for the ascertainment of the problems, issues, concerns, and needs of the Station's community of license and its service area, including specifically the problems, issues, concerns and needs of the Station's listeners. The Brokered Programming will include programming which responds to the problems, issues, concerns, and needs ascertained by Licensee. Licensee shall have the right to broadcast such additional programming, either produced or purchased by Licensee, as Licensee shall determine to be appropriate in order to respond to the ascertained problems, issues, concerns, and needs (the "Licensee Programming"). Such Licensee Programming shall be broadcast at times agreed to by Programmer and Licensee; provided, however, that in the absence of such agreement, Licensee may delete or pre-empt, in Licensee's sole discretion, any Brokered Programming for the purpose of transmitting such Licensee Programming.

1.3 Additional Licensee Obligations.

(a) Although Licensee and Programmer shall cooperate in the broadcast of emergency information over the Station, Licensee shall retain the right to interrupt, pre-empt, or delete the Brokered Programming in case of an

emergency or for programming which, in the good faith judgment of Licensee, is of greater local or national public importance than the Brokered Programming so interrupted, preempted, or deleted.

(b) Licensee shall coordinate with Programmer the Station's hourly station identifications and any other announcements required to be presented by the FCC's rules and regulations.

(c) Licensee and Programmer shall cooperate in ensuring compliance with the FCC's rules and requirements governing uses of the Station's facilities by legally-qualified candidates for election to public office, including compliance with Licensee's obligation to provide reasonable access to use the Station's facilities on the part of legally-qualified candidates for election to federal public offices. Programmer will provide Licensee with copies of any material setting forth terms and/or conditions for the availability of political advertising time on the Station in advance of the public dissemination of such material, so that Licensee may provide its input as to such material.

1.4 Broadcast Station Programming Policy Statement. Licensee has adopted a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Exhibit A hereto and by this reference is incorporated herein as though fully set forth herein. Upon notice to Programmer, the Policy Statement may be amended from time to time by Licensee in good faith and not for commercial or economic advantage. Programmer agrees and covenants to comply in all material respects with Licensee's current and future Policy Statement and with all current and future rules and regulations of the FCC. Programmer shall furnish or shall cause to be furnished the artistic personnel and material for the Brokered Programming as provided in this Agreement, and all Brokered Programming shall be prepared and presented in conformity with the rules, regulations, and policies of the FCC and with the Policy Statement set forth in Exhibit A hereto. All advertising spots and promotional material or announcements shall comply with applicable federal, state, and local regulations

and policies and the Policy Statement, and shall be produced in accordance with quality standards established by Programmer. If Licensee shall determine that any Brokered Programming supplied by Programmer is for any reason, within Licensee's reasonable discretion, unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement, Licensee may, upon written notice to Programmer (to the extent that time shall permit such notice) require Programmer to alter the Brokered Programming and, in the absence of such alteration to Licensee's satisfaction on a timely basis, suspend or cancel such Brokered Programming and substitute Licensee's own programming or require Programmer to provide suitable programming, commercial announcements, or other announcements or promotional material.

1.5 Programmer Compliance with Copyright Act. Programmer represents and warrants to Licensee that Programmer has full authority to broadcast the Brokered Programming on the Station, and that Programmer shall not broadcast any material in violation of the Copyright Act. All music supplied by Programmer shall be: (i) licensed by ASCAP, SESAC, or BMI or other music rights group; (ii) in the public domain; or (iii) cleared at the source by Programmer. Licensee shall maintain ASCAP, SESAC, and BMI licenses, as necessary, regarding the Licensee's programming. The right to use the Brokered Programming and to authorize its use in any manner shall be, and shall remain, vested in Programmer.

1.6 Payola. Programmer agrees that it will not accept, and will not permit any of its employees to accept, any consideration, compensation, gift, or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies, or other merchandise, services, or labor (collectively, "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payor is identified in the program for which the Consideration was provided as having paid for or furnished such Consideration, in accordance with the Communications Act of 1934, as amended (the "Act"), and

the rules, regulations, and policies of the FCC from time to time promulgated there under (the “Communications Laws”).

ARTICLE II

TERM

2.1 Term. The term of this Agreement (the “Term”) shall begin on October 1, 2019 (the “Commencement Date”), and will continue for two (2) years, unless terminated earlier under the provisions of this Article II.

2.2 Termination for Default or Nonperformance. Should either party be in breach of or default under this Agreement for the nonperformance of a material obligation of such party hereunder, or for a material violation of a representation or warranty by such party contained in this Agreement, this Agreement may be terminated by the other party if (i) such breach, default, or non-performance shall have continued uncured for a period of fifteen (15) business days following the receipt by the defaulting party of written notice from other party, which notice shall indicate the nature of such breach, default, or non-performance and (ii) the party seeking termination is not in material default hereunder.

2.3 Termination for Assignment of Station License to Programmer. In the event the parties’ Application for Assignment of License for KNLT shall be granted by the FCC and Programmer shall become licensee of the Station as a result of the parties’ post-grant consummation of the assignment, this Agreement shall terminate on the Closing Date.

2.4 Effect of Termination. Any termination of this Agreement shall extinguish the rights and liabilities of Programmer and Licensee under this Agreement from and after the effective date of such termination, subject to Section 8.13(b) hereof, provided that each party shall remain liable to the other for any breach or default under this Agreement prior to the effective date of termination.

ARTICLE III OPERATIONS

3.1 Compliance With FCC Regulations.

Licensee will have full authority, power, and control over the management and operations of the Station during the Term of this Agreement. Licensee will bear all responsibility for the Station's compliance with all applicable provisions of the Communications Laws, including all technical regulations governing the operation of the Station, all programming content requirements, the maintenance of the main studio, providing a meaningful managerial and staff presence at the main studio, the ascertainment of and programming in response to community problems, issues and concerns, political programming laws and regulations, sponsorship identification rules, maintenance of the Station's online public and political files, including compiling and uploading quarterly lists of the issues and concerns of listeners and the responsive programming broadcast by the Station, maintaining employment records for the Licensee's employees and all other FCC requirements and duties. Programmer shall provide Licensee with such information concerning Programmer's programs and advertising as is necessary to assist Licensee in the preparation of such lists and documentation in a timely manner to allow Licensee to complete required documentation. Nothing in this Section 3.1 shall limit in any way Programmer's obligations under this Agreement to Licensee except to the extent required by the Communications Laws.

3.2 Provision of Programming. Subject to Licensee's control and supervision, Programmer shall provide its Programming and shall be responsible for delivering its Programming for transmission by the Station, and Programmer shall be entitled to retain all revenues received resulting from the sale of advertising time on the Station during the Term. To the extent that Programmer shall reasonably request the use of tangible assets of the Station that are owned by or available to Licensee in order to enable Programmer to fulfill its obligations

under this Agreement, Licensee shall make the use of such assets reasonably available to Programmer at no additional cost to Programmer during the Term of this Agreement.

3.3 Station Staffing.

(a) Subject to the provisions of Section 3.1 hereof, Licensee shall have sole discretion to make and to effectuate all staffing and personnel decisions involving Licensee's employees. Programmer shall have no control or right of review whatsoever over any decision by Licensee to hire or to dismiss any employee of Licensee.

(b) Programmer shall employ and shall be solely responsible for the salaries, taxes, insurance, and related costs of all personnel whose services shall be used in the sale of commercial advertising time and the production of the Brokered Programming (including salespeople, traffic personnel, board operators, and programming staff. Programmer's employees shall be solely accountable to Programmer.

(c) To the extent required by law, government regulation or government policy, Programmer agrees to provide Licensee such information as Licensee may request concerning Programmer's recruitment, hiring, or employment practices in connection with Programmer's provision of the Brokered Programming to the Station.

3.4 Station Maintenance. Licensee shall be responsible, with the cooperation of Programmer, for the maintenance in good working order and repair of the Station's transmission system and all other Licensee-owned equipment used or useful in connection with the operation of the Station. During the Term of this Agreement, Licensee shall maintain such transmission system and Station equipment in substantially the same condition and repair as exists on the Commencement Date, ordinary wear and tear excepted.

3.5 Finances, Budgeting, and Accounting.

(a) Any amounts paid to and received by the Station for advertising time broadcast during the Term of this Agreement shall be processed and collected by Programmer. Programmer shall maintain such books and records as shall enable Licensee and Programmer to verify all such processing and Licensee and its representatives shall be entitled to inspect such books and records at reasonable times and intervals.

(b) Licensee shall promptly pay all invoices and bills, or portions thereof, that are received by the Station for services rendered or goods provided to the Licensee, including but not limited to (i) rent and utility and other payments for transmission facilities and studio space, (ii) insurance premiums relating to Station property, and (iii) federal, state and local taxes.

3.6 Sales. Programmer shall be responsible for the payment of commissions due with respect to the sale of its advertising time on the Station, including without limitation to any national sales representative engaged by Programmer for the purpose of selling national advertising which is carried during the Brokered Programming. Licensee and Programmer each shall have the right, at its own expense, to seek copyright royalty payments for its own programming; provided that no such royalties shall be required to be paid directly by either party to the other.

3.7 Licensee's Accounts Receivable. During the Term of this Agreement, Programmer, as Licensee's agent, shall collect all accounts receivable from Licensee's sale of commercial time on the Station prior to the Commencement Date. Licensee and Programmer shall cooperate with, and furnish appropriate reports to, the other with regard to the collection of Licensee's accounts receivable. Within ten (10) days after the last day of each month during the Term, Programmer shall remit to Licensee the total amount collected by Programmer during the preceding month with respect to Licensee's accounts

receivable. Programmer shall be under no obligation to institute suit, retain a collection agency, or institute any other extraordinary means of collection to collect Licensee's accounts receivable and shall not agree to discount, waive or extend the time for payment of any of Licensee's accounts receivable without Licensee's prior approval.

ARTICLE IV FEES AND OTHER CONSIDERATION

4.1 Fee.

Until the parties shall agree otherwise, Programmer shall not be responsible for paying any monthly fee to Licensee during the term of this Agreement. Nor shall Programmer be responsible for reimbursing any of Licensee's operating expenses.

4.2 Preemption.

Licensee agrees that its rights to preempt the Brokered Programming will be exercised only in good faith and not for a commercial or economic advantage.

ARTICLE V ASSIGNABILITY

Assignability. This Agreement shall inure to the benefit of and be binding upon Licensee, Programmer, and their respective successors, heirs and permitted assigns; provided, however, that Programmer shall not assign or transfer its rights and benefits, nor delegate its duties and obligations under this Agreement, without the prior written consent of Licensee.

ARTICLE VI REGULATORY MATTERS

6.1 Renegotiation Upon FCC Action. If the FCC shall determine that this Agreement is inconsistent with Licensee's obligations as the holder of the

FCC authorizations for the Station, or is otherwise contrary to FCC policies, rules, and regulations, or if regulatory or legislative action subsequent to the date hereof shall alter the permissibility of this Agreement under the Communications Laws, the parties shall renegotiate this Agreement in good faith and shall modify this Agreement in a manner that will cure the departure from statute, rule, regulation, or policy and that will maintain a balance of benefits and burdens to Programmer and Licensee comparable to the balance of benefits and burdens to Programmer and Licensee provided in this Agreement in its current form. If, after such good-faith negotiations, either party shall determine within its reasonable judgment that modifying this Agreement in order to cure the departure from statute, rule, regulation, or policy without materially changing the balance of benefits and burdens to Licensee and Programmer provided in this Agreement in its current form shall not be possible, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

6.2 FCC Matters. Should a change in the Communications Laws make it necessary to obtain the FCC's consent to the implementation, continuation, or further effectuation of any element of this Agreement, Licensee and Programmer shall use their best efforts diligently to prepare, file, and prosecute before the FCC all petitions and other documents necessary to secure such consent.

ARTICLE VII

REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.1 Licensee's Representations and Warranties. Licensee represents and warrants to Programmer as follows:

(a) Capacity. Licensee is an Alaskan corporation and has full power and authority to own and operate the Station and to execute, deliver and carry out all of the transactions contemplated by this Agreement.

(b) Authority. All requisite authorizations necessary for the execution, delivery, performance, and satisfaction of this Agreement by Licensee have been duly obtained, adopted, and complied with.

7.2 Programmer's Representations and Warranties. Programmer represents and warrants to Licensee as follows:

(a) Capacity. Programmer is an individual residing in Alaska and has full power and authority to carry out all of the transactions contemplated by this Agreement.

(b) Compliance with Law. Neither the execution nor the carrying out of this Agreement will result in any violation of or be in conflict with any judgment, decree, order, statute, law, rule, or regulation of any governmental authority applicable to Programmer, or any contract, commitment, agreement, lease, license, permit, franchise, or indenture applicable to Programmer.

7.3 Licensee's Affirmative Covenant. Licensee covenants and agrees that it will comply in all material respects with all applicable federal, state and local laws, rules, and regulations (including, without limitation, the Communications Laws) applicable to the operations of the Station and pertinent provisions of all contracts, permits, and agreements applicable to the Station to which Licensee is a party or by which Licensee is otherwise bound. Notwithstanding the generality of the foregoing, Licensee shall own and hold all of the licenses and other authorizations necessary for the operation of the Station as presently conducted and shall not take or fail to take any action that might reasonably be expected to materially impair the continued operation of the Station in its current manner.

7.4 Programmer's Affirmative Covenants. Programmer covenants and agrees that it will comply in all material respects with all federal, state, and local laws, rules, procedures and regulations (including, without limitation, the Communications Laws) and, only to the extent Programmer has prior knowledge

thereof, pertinent provisions of all contracts, permits, and agreements applicable to the Station to which Licensee is a party or by which Licensee is otherwise bound applicable to the operations of the Station and to the provision of the Brokered Programming to Licensee.

ARTICLE VIII MISCELLANEOUS

8.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other party for a failure to perform any obligation (other than a payment obligation) under this Agreement (nor shall any charges or payments be made in respect thereof) 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, power outages, or other contingencies beyond the reasonable control of the parties; and all provisions herein requiring performance within a specified period shall be deemed to have been modified in order to toll or to extend the period in which such performance shall be required, in order to accommodate the period of the pendency of such contingency which shall prevent such performance.

8.2 Trademarks. Licensee hereby grants to Programmer during the term of this Agreement an unlimited license to use any and all trademarks, service marks, patents, trade names, jingles, slogans, logotypes, logogram, and other intangible assets and rights owned and used or held for use by Licensee in conjunction with the Station, including, but not limited to the call letters “KNLT.”

8.3 Notices. All notices, requests, demands, and other communications that are required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or on the business day after being deposited (with delivery charges pre-paid) with a nationally-recognized overnight courier service, or when sent by facsimile transmission with receipt confirmation provided that a copy of

such notice is sent by nationally-recognized overnight courier on the same day as the facsimile, or on the third (3rd) business day after having been mailed by first-class United States mail, registered or certified, postage pre-paid, with return receipt requested, to the following addresses:

(a) if to Licensee:

Tanana Valley Television Company
P.O. Box 84662
Fairbanks, AK 99708
Attn: William St. Pierre
Telephone: (907) 322-5336
Facsimile:

with copies to (which shall not constitute notice to Licensee):

Lee J. Peltzman, Esquire
Shainis & Peltzman, Chartered
1850 M Street NW, Suite 240
Washington, DC 20036
Telephone: (202) 293-0569
Telecopier: (202) 293-0810

(b) if to Programmer:

Joshua G. Fryfogle
2120 Black Bear Drive
Wasilla, AK 99654
Telephone:
Facsimile:

or to such other address as any party shall have designated by notice to the other party conforming to the requirements of this Section.

8.4 Press Releases. Except as may be required by law or by any governmental agency, no announcement to the press or to any third party of the transactions contemplated herein shall be made by either party to this Agreement,

unless such announcement shall be required by law or shall have been approved in advance in writing by both Programmer and Licensee.

8.5 Severability. Subject to Section 6.1 hereof, if any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties shall use their best efforts to negotiate a replacement for any such provision that shall be neither invalid, illegal, or unenforceable.

8.6 Entire Agreement. This Agreement, including all Exhibits hereto, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior representations, negotiations, 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 both of the parties hereto.

8.7 Survival. All representations, warranties, covenants, and agreements made herein by the parties hereto or in any certificate delivered or to be delivered hereunder or made or to be made in writing in connection with the transactions contemplated herein shall survive the execution and delivery of this Agreement until the date upon which this Agreement shall expire or shall be terminated, as herein provided; provided that all such representations and warranties shall survive for a period of two (2) years from and after the date of this Agreement.

8.8 Payment of Expenses. Except as otherwise specifically provided herein, Licensee and Programmer shall each pay its own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of its counsel.

8.9 Further Assurances. 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 either party reasonably may request of the other party in order to effectuate the purposes of this Agreement.

8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

8.11 Headings. The headings in this Agreement are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

8.12 Dealings with Third Parties. Neither party is, nor shall hold itself out to others to be, vested with any power, authority, or right to bind contractually or to act on behalf of the other party as its Programmer, agent, or otherwise for the purpose of committing, selling, conveying, or transferring any of the other party's assets or property, contracting for or in the name of the other party, or making any representations binding upon such other party.

8.13 Indemnification.

(a) Each party shall for a period of two (2) years following termination of this Agreement, to the fullest extent permitted by law, protect, save, defend, and keep the other party harmless, and indemnify such other party from and against, all claims, demands, causes of action, losses, investigations, proceedings, penalties, fines, expenses, and judgments, including reasonable attorney's fees and costs, arising directly or indirectly out of such party's negligence or willful misconduct or the negligence or willful misconduct of such party's agents or employees in connection with this Agreement, or arising out of such party's breach of or default or non-performance of its representations, warranties, covenants, agreements, and obligations under this Agreement.

(b) Programmer shall for a period of two (2) years following termination of this Agreement, to the fullest extent permitted by law, protect, save, defend, and keep Licensee and its officers, directors, stockholders, employees and agents (each a “Licensee Indemnitee”) harmless, and indemnify them from and against, any and all losses, damages, liabilities, or expenses, including FCC fines or reasonable attorney’s fees, resulting from any claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity, or any other claim against such Licensee Indemnitee resulting from Programmer’s breach of this Agreement or arising out of the Brokered Programming; provided, however, that such Licensee Indemnitee shall give Programmer prompt notice of any claim against such Licensee Indemnitee or the Station and shall cooperate in good faith with Programmer in any attempt to defend against, resolve, or settle such claim. Programmer’s obligation to hold Licensee Indemnitees harmless under this Section 8.13(b) shall survive the termination of this Agreement for the time period set forth above, the provisions of Section 8.7 notwithstanding. The indemnification provided in this Subsection shall not apply to any matter that Licensee may insert in or adjacent to the Brokered Programming.

8.14 Insurance. Programmer shall maintain comprehensive general liability insurance with respect to its business operations, having Licensee as an additional insured. The amount of such coverage shall be customary and prudent for companies engaged in similar businesses, and Programmer shall provide proof of its insurance to Licensee upon request.

8.15 Governing Law. This Agreement shall be governed by, and enforced and construed under and in accordance with, the internal laws of the State of Alaska, without giving effect to the choice-of-law principles thereof.

8.16 Gender Neutrality. All pronouns and possessives appearing in this Agreement shall be deemed to refer to the masculine, the feminine, or the neuter, as the identity of the person or entity thereby referred to may require.

8.17 Certifications. Licensee hereby verifies that it will maintain ultimate control over the Station's facilities, including, specifically, control over station finances, personnel and programming during the Term of this Agreement. Programmer hereby certifies that this Agreement complies with the provisions of Section 73.3555 of the FCC's Rules.

8.18 Attorneys' Fees. If either Licensee or Programmer brings suit against the other in connection with this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and other costs and expenses incurred by such party in connection with such suit regardless of whether such suit is prosecuted to judgment. As used herein, "prevailing party" shall mean, in the case of a claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of a defendant or respondent, one who is successful in denying substantially all of the relief sought by the claimant.

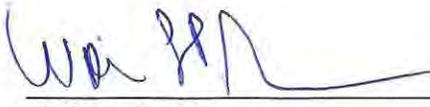
8.19 No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a creating a partnership or joint venture between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

[Signature Page Follows]

SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT

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

LICENSEE: Tanana Valley Television Company

By: 

William St. Pierre
President

PROGRAMMER: Joshua G. Fryfogle

By: 

EXHIBIT A
BROADCAST STATION PROGRAMMING POLICY STATEMENT

Programmer agrees to cooperate with Licensee in the broadcasting of programs of the highest possible standard of excellence, and for this purpose to observe the following regulations in the preparation, writing, and broadcasting of its programs.

1. No Plugola or Payola. Except for commercial material aired in compliance with 47 C.F.R. §73.1212, Programmer shall not receive any consideration in money, goods, services, or otherwise, directly or indirectly (including receipt by relatives of Programmer, its partners, agents, or employees) from any person or company for the presentation of any programming over the Station, without reporting the same to Licensee's Station Manager. The commercial mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message or program of a sponsor or where Programmer timely discloses over the air the fact that valuable consideration, as defined in 47 C.F.R. §73.1212, has been received for the commercial mention of such business activity or "plug" and identifies the party providing such consideration, is prohibited.

2. No Lotteries. Announcements giving any information about lotteries or games, to the extent that such announcements are prohibited by federal or state law or regulation, are prohibited.

3. Election Procedures. At least fifteen (15) days before the start of any primary or general election campaign, Programmer will clear with Licensee's Station Manager the rates that Programmer will charge for advertising time to be sold on the Station to legally-qualified candidates for election to public office and/or to their supporters, in order to make certain that the rates charged are in conformance with applicable law and License policy.

4. Required Announcements. Programmer shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning and at the end of each day's transmissions by the Station, and at the beginning of each hour during the Station's operation, to identify the Station, and (ii) any other announcements that may be required by law, regulation, or Licensee policy.

5. No Illegal Announcements. No announcements or promotion prohibited by federal or state law or regulations shall be made over the Station.

6. Licensee Discretion Paramount. In accordance with Licensee's responsibility under the Communications Laws, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with Station policy or which in Licensee's sole judgment would not serve the public interest.

Licensee may waive any of the foregoing regulations in specific instances, if, in its opinion, the Station will remain in compliance with all applicable laws, rules, regulations, and policies and if broadcasting in the public interest will be served. In any case where questions of policy or interpretation arise, Programmer should submit such questions to Licensee for decision before making any commitments in connection therewith.