

ADDENDUM B TO TIME BROKERAGE AGREEMENT

THIS ADDENDUM B TO TIME BROKERAGE AGREEMENT (“Addendum B”) dated as of the 13th day of October 2011, is entered into by and between OTA Broadcasting (SEA), LLC, a Delaware limited liability company and assignee of North Pacific International Television, Inc. D.I.P (“Licensee”) and Asian American Television, a Washington corporation (“Programmer”).

WHEREAS, Licensee is the licensee and operator of Commercial Digital Television Broadcast Station KFFV(TV), Ch. 44, Seattle, Washington, FCC Facility ID # 49264 (the “Station”);

WHEREAS, Licensee and Programmer are party to that certain Time Brokerage Agreement dated August 24, 2007 (“Original Agreement”), as amended by Addendum A dated October 21, 2009 (“Addendum A”) (collectively the “AAT Contract”) pursuant to which Licensee permits Programmer to broadcast certain of its programs on the Station;

WHEREAS, in consideration of Licensee’s willingness to assume the AAT Contract as an asset of the Station, Programmer and Licensee agreed to amend the AAT Contract on the following terms;

NOW, THEREFORE, the Parties hereto agree as follows:

1. Term. Section 3 “Term” of the AAT Contract is hereby amended and replaced to read as follows:

3. Term. The term of this Agreement (“Term”) and Programmer’s obligation to pay the Monthly Fee shall commence at 12:01 a.m. on October 15, 2007 and shall expire at 12:00 Pacific time on October 31, 2016. Licensee shall have no obligation to broadcast any Programming (including but not limited to advertising content) after the Term. Programmer shall not enter into any contract or other agreement that requires the broadcast of any program or advertising material on the Station after this Agreement has terminated. Programmer shall have the right to extend the Term of this Agreement for two (2) additional, five (5) year terms, provided however, that the parties agree to such extensions.

2. Non-Competition. Section 35 of Addendum A to the AAT Contract is hereby amended and replaced to read as follows:

35. Non-Competition: Licensee agrees to make Programmer the exclusive entity providing Chinese language content for all of Licensee’s digital streams and all MVPD systems related to KFFV-TV and serving subscribers in the Seattle Designated Market

Area (DMA). Programmer shall also have the right to air Vietnamese language programming on a non-exclusive basis.

3. Payments. Section 2 of the AAT Contract is hereby amended to change the payment due date from the first calendar day of each month to the fifth calendar day of each month. For clarification purposes, there is no “grace-period”.

4. Other Terms Unchanged. All other terms and conditions provided in the AAT Contract shall remain unchanged.

5. Conditions to Effectiveness of this Addendum. This Addendum is conditioned upon OTA Broadcasting (SEA), LLC acquiring the Station from North Pacific International Television, Inc. D.I.P.

6. Counterparts. This Addendum B may be signed in one or more counterparts and/or by facsimile, each of which shall be considered an original counterpart, and shall become a binding amendment when the parties shall have each executed one counterpart.

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**TIME BROKERAGE AGREEMENT
ADDENDUM A / MODIFICATION**

Date: October 21, 2009

THIS ADDENDUM to the Time Brokerage Agreement ("the Agreement") dated August 24th, 2007 between North Pacific International Television, Inc ("Licensee"), a Washington State Corporation, and Asian American Television, a Washington State Corporation ("Programmer"), shall set forth new terms and conditions as follows. The numbering is based on the original Time Brokerage Agreement.

1. Facilities: The Licensee station's call sign will amend to KPST-TV. Any prior matters related to KHCV in the main body of the Agreement shall be known as KPST-TV. Licensee agrees to make KPST-TV DT-3 available to Programmer, and to broadcast on KPST-TV DT-3, or cause to be broadcast in accordance with the Agreement. Programmer's intellectual properties on a basis of 24 hours per day, seven days per week, except as otherwise provided herein.

2. Payments: a. Monthly Fee & b. Duration: Programmer shall be responsible for only the monthly payment amount set forth in the Payment Exhibit A. The amounts set forth in the Payment Exhibit A shall include over-the-air broadcasting and carriage on Comcast Cable. Programmer will not be responsible for any additional subscriber fees, or separate costs for over-the-air broadcasting and Comcast Cable as stated in the original Agreement.

3. Term: The Term of this Agreement shall be extended for an additional period of five (5) years, and shall expire at 12:00 AM Pacific time on October 31, 2017. Programmer shall have the right to extend the term of this agreement for additional two (2) terms, each term five (5) years, provided however, that the parties agree to such extensions.

12. Program Delivery: In the event the Licensee should relocate its Master Control facility to another location, it shall make a reasonable attempt to notify the Programmer 60 days prior to such a move. Any cost related to the relocation of the programmer's video delivery equipment, fiber or T-1 connections, will be the financial responsibility of both parties.

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**TIME BROKERAGE AGREEMENT
ADDENDUM A / MODIFICATION**

14. Ad Sales and Traffic: Programmer shall retain the right to sub-lease a portion of its authorized airtime during the periods between 12:00 AM – 6:00 AM and 2:00 PM – 5:00 PM, to any individual or group of affiliated advertisers or programmer suppliers, subject to prior written approval of the Licensee at its sole discretion, which shall not be unreasonably withheld. In the period between 5:00 PM – 1:00 AM, the programmer shall retain the right to sell up to four (4) hours per day, provided however, that day-parts and prime time are not used to air long-forms.

25 b. Termination Upon Sale of Station: In the event of sale, transfer of control, assignments, successor, reorganization and insolvency of the station, this Time Brokerage Agreement and any modifications will continue unchanged and programmer will continue to broadcast without any interruptions until the end of the term. Licensee will provide up to 180 days notice, if such change takes place.

30. Assignments and Beneficiaries: Chris Casey shall be removed from the Licensee list of persons as assignment, rights, obligation and parts related to the Licensee and Time Brokerage Agreement.

35. Non-Competition: Licensee agrees to make Programmer the exclusive entity for providing Chinese and Vietnamese-language content for all of Licensee's digital streams and all MVPD systems related to KPST TV and serving subscribers in the Seattle Designated Market Area (DMA).

**TIME BROKERAGE AGREEMENT
ADDENDUM A / MODIFICATION**

This Addendum shall constitute all the material changes and/or additions to the original Time Brokerage Agreement.

“Licensee”

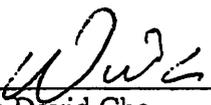
North Pacific International Television Inc.
dba: KPST-TV

By: 
Name: Dr. Kenneth Casey
Title: Chief Executive Officer –CEO

Date: 10-22-09

“Programmer”

Asian American Television Corporation
dba: AAT Television

By: 
Name: David Cho
Title: President

Date: 10-22-09

TIME BROKERAGE AGREEMENT

THIS AGREEMENT is made as of this 24th day of August, 2007 (the "Effective Date"), by and between North Pacific International Television, Inc. ("Licensee"), a Washington State Corporation, and Asian American Television, a Washington State Corporation ("Programmer").

WHEREAS, Licensee is the holder a license issued by the Federal Communications Commission ("FCC") to operate digital television station KHCV-DT, transmitting on Channel 44 at Seattle, Washington (the "Station"); and

WHEREAS, Licensee has time available on the third standard definition digital signal stream of the Station ("KHCV-DT3"); and

WHEREAS, Programmer desires to provide an over-the-air program and advertising service to the Seattle area markets using the facilities of the Station (the "Programming"),

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein. Licensee and Programmer, intending to be legally bound, hereby agree as follows:

1. Facilities. Licensee agrees to make KHCV-DT3 available to Programmer and to broadcast on the KHCV-DT3 or cause to be broadcast in accordance with this Agreement, Programmer's programs 24 hours per day, seven days per week, except as otherwise provided herein.

2. Payments. Programmer agrees to pay Licensee during each calendar month during the Term of this Agreement a Monthly Fee, which will be due and payable in advance on or before the first calendar day of each month. All payments shall be made to North Pacific International Television, Inc., and shall be delivered (*i.e.*, shall arrive) at the address of Licensee set forth in Section 27 hereof by the due date. Licensee shall not be obligated to commence broadcast of the Programming until Licensee has received a payment equal to the Monthly Fee for October 15, 2007, through November 30, 2007 (equal to one and one-half times the initial Monthly Fee specified in Exhibit A).

a. The initial Monthly Fee is set forth in Exhibit A. Effective April 1 of each year, such Monthly Fee shall be increased by adding to the Monthly Fee then in effect a percentage equal to the annual increase in the Consumer Price Index ("CPI") for the Seattle area for the previous calendar year. The Monthly Fee shall remain unchanged if the CPI for the previous year was a decrease or no change rather than an increase.

b. For the duration of this Agreement, if any Multichannel Video Program Distributor ("MVPD") (including, but not limited to, any Cable Television (CATV), Direct Broadcast Satellite (DBS), telephone company wireline video, Satellite Master Antenna (SMATV), or Open Video (OVS), or wireless mobile video system) carries the KHCV-DT3 signal (including the Programming), regardless of whether such carriage is voluntary, required by law, arranged for by Programmer, or arranged for by Licensee, an additional monthly fee shall be due. The additional monthly fee shall be 2.5 cents per subscriber to any such system to

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which the Programming is delivered through February 17, 2009, and 5 cents per subscriber thereafter. For the duration of this Agreement, any negotiations by Programmer with MVPDs for carriage of the Programming will seek carriage of the Programming via the KHCV-DT3 signal and not separate independent carriage.

3. Term. The Term of this Agreement and Programmer's obligation to pay the Monthly Fee shall commence at 12:01 a.m. on October 15, 2007, and end on October 14, 2012. Licensee shall have no obligation to broadcast any Programming (including but not limited to advertising content) after the Term. Programmer shall not enter into any contract or other agreement that requires the broadcast of any program or advertising material on the Station after this Agreement has terminated.

4. Station Facilities.

a. Operation of Station. The Licensee represents and warrants that the Station's transmitting equipment operates and will continue to operate throughout the Term of this Agreement at or above 90% of the power and at the transmitter location at which the Station is operating as of the Effective Date. Licensee shall operate and maintain in good working condition the Station's transmission facility throughout the Term, at Licensee's cost and expense. Licensee shall be responsible for monitoring the operation of the transmitter and for receiving and logging Emergency Action System ("EAS") tests.

b. Interruption of Normal Operations. If the Station suffers any loss or damage of any nature to its transmission facilities which results in service interruption of 24 continuous hours or more (each such 24-hour interruption shall be referred to herein as a "Station Failure"), then Licensee shall immediately notify Programmer, and for each such Station Failure. Licensee shall provide Programmer with a credit on a *pro rata* basis, with a credit of one thirtieth (1/30) of the Monthly Fee for any calendar day on which the station transmits for fewer than twelve (12) hours.

5. Licensee Compliance with FCC Rules. Licensee will at all times retain ultimate control over the management and operations of the Station. Licensee will bear full responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended (the "Act"), the rules, regulations and policies of the FCC (the "FCC Rules") and all other applicable laws and governmental regulations. Licensee shall retain the right to interrupt the 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, subject to Section 7 and Section 17 of this Agreement. Licensee may also pre-empt the Programming up to two (2) hours per week, at a time mutually agreeable between Licensee and Programmer, for the presentation of programming by Licensee if Licensee reasonably believes that such presentation is necessary to fulfill its obligations as an FCC licensee and that such obligations cannot be fulfilled through the Programming.

6. Required Announcements. Licensee shall coordinate with Programmer concerning the Station's hourly station identification obligations (which Programmer shall include in the Programming as directed by Licensee), Emergency Action System (EAS) messages. any

required EAS tests, and any other announcements required to be aired by the FCC Rules. Licensee may interrupt the Programming for EAS transmitted tests and any emergency messages on the schedule required by the FCC and any other federal, state, or local governmental authority.

7. Pre-emptions. Programmer acknowledges that Licensee retains ultimate authority over the Station's programming. Licensee shall have the right to reject, pre-empt or delete any Programming in accordance with Section 73.658(e) of the FCC Rules (the principles of which shall apply regardless of whether or not Programmer is deemed to operate a network). Licensee agrees that no Programming will be deemed to be unsatisfactory, unsuitable or contrary to the public interest under this section solely based on (a) programming performance or ratings, advertiser reactions or the availability of alternative programming (including sporting events, program length commercials and infomercials) that Licensee believes to be more profitable or more commercially attractive or, (b) a change of the Licensee's format. Programmer shall be notified at least one week in advance of any preemption of the programming for the purpose of broadcasting programs Licensee deems necessary to fulfill its regulatory obligations, unless such advance notice is impossible or impractical, in which case Licensee shall notify Programmer promptly upon making such determination. Licensee represents and warrants that preemption pursuant to the Section shall only occur to the extent Licensee deems necessary to carry out its obligations as an FCC Licensee and expressly agrees that its right of preemption shall not be exercised for the commercial advantage of Licensee or others.

8. Programming Records. Programmer shall maintain written logs and records of the name, general content, and time of broadcast of each of its programs and the identity of its advertisers and time and length of each advertisement, even though not required by FCC Rules, and shall make such logs and records available for inspection by Licensee on request. Programmer shall also provide Licensee with records of all requests for air time by political candidates and the disposition of such requests. Programmer shall also maintain records of the title; a general description of the content; and the amount and schedule of advertising and identify of each sponsor for all programming intended for children aged 16 years and under. Such programming shall be marked as intended for children in all information provided by Programmer to any publisher of program guides, and Programmer shall identify such publishers to Licensee and provide documentation that the information was provided to the publishers. Programmer shall also provide Licensee with a list, description of content, and amount of commercial matter in each programming intended to meet the educational and information needs of children not later than the fifth day of April, July, October, and January of each year, in a format that will enable licensee to complete FCC Form 398 (Children's Television Report). All records and reports made by Programmer to Licensee for any purpose under this Agreement shall be provided in the English language.

9. Political Content. Programmer shall cooperate with Licensee and be responsible to Licensee in complying with all laws and regulations of the FCC regarding political broadcasting, both free and paid, and agrees that the Programming will be deemed to be "broadcasting" for purposes of political broadcasting laws and regulations. Licensee shall promptly supply to Programmer, and Programmer shall promptly supply to Licensee, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with

FCC rules and policies, including the lowest unit rate, equal opportunities, reasonable access, public political file and related requirements of federal law. Programmer, in consultation with Licensee, shall develop a statement that discloses its political broadcasting policies to political candidates, and Programmer shall follow those policies and rates in the sale of political programming and advertising. Licensee must be advised in writing of every request for political time received by Programmer and the disposition thereof, so that Licensee may place that information in its public inspection file. Licensee will treat the KHCV-DT3 stream as a separate service and class of time for political equal time, candidate access, and political rate purposes, unless precluded from doing so by FCC regulations or policies.

10. Programming and Advertising Content. The Programming shall comply in all respects with all laws and regulations applicable to television stations licensed by the FCC and operating in the State of Washington. The following is a list of restrictions on Programming content. This list is not exclusive and is not intended to dilute the restriction that the Programming must comply in all respects with all federal, state, and local laws and regulations to which Licensee and the Station are subject.

a. All of the Programming, including advertising, must be in the English language or a recognized Asian language (*i.e.*, the native language of a substantial number of people in a nation on the Asian continent).

b. The Programming may include entertainment, information, and advertising if desired by Programmer.

c. Programmer shall include in the Programming an average of not less than three (3) hours per week of programming intended to meet the educational and information needs of children 16 years of age and under. Purely entertainment programming will NOT qualify.

c. The Programming (including all advertising) must comply with all of the following:

i. Obscene material is forbidden at any time.

ii. Any indecent or profane language or visual or aural content is forbidden between 6:00 a.m. and 10:00 p.m. with no exceptions, and any indecent or profane content between 10:00 p.m. and 6:00 a.m. is forbidden unless Licensee has been informed and has consented in advance to such programming.

iii. No information concerning any lottery, game of chance, or gambling casino may be broadcast, except that information concerning a lottery operated by the State of Washington or properly certified Native American tribes may be broadcast. Any advertising or other promotion that legally constitutes a lottery by virtue of including consideration, chance, and a prize, but is not unlawful under either state or federal law, may be approved by Licensee if Licensee is consulted in advance. Advertising for Internet gambling sites inside or outside the United States is forbidden.

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iv. No information or coverage may be broadcast about sporting events where there is public betting on the outcome unless reviewed and approved by the Licensee in advance, except for simply reporting the results of a sporting event in a news context.

v. No advertising or promotion may be broadcast for any tobacco product, including cigarettes, cigars, chewing tobacco, or any other tobacco product, at any time.

vi. Any advertising of alcoholic beverages, either sold in package form or served at bars and other public establishments, must comply with all applicable laws and must be approved by Licensee in advance. Such advertising may not include information about the amount of alcoholic content or prices.

vii. No defamatory (libel or slander) material may be broadcast under any circumstances at any time.

viii. No attack may be broadcast on the honesty, integrity, or like personal qualities of any person or identifiable group of persons.

ix. If the Programming includes any discussion of controversial issues of public importance, Programmer will make a reasonable opportunity available for the presentation of multiple points of view on such issues.

x. Any appearance by any candidate for political office must comply with Section 9 hereof.

xi. All advertising must comply with all applicable laws and regulations, including, but not limited to, rules and policies of the Federal Trade Commission. Deceptive advertising or the advertising of products that are unlawful to possess or use is forbidden at all times. Advertising for any loans or consumer credit must contain all legally required disclosures and otherwise comply with laws and regulations. Testimonials must be authenticated.

xii. Except as allowed by law, no programming may be broadcast that was produced by or on behalf of a foreign government or an agent of a foreign government, but programs originated by foreign broadcast stations may be broadcast as long as neither Licensee nor Programmer are deemed agents of a foreign government.

xiii. No material may be broadcast that adversely reflects on the Licensee's reputation in the community.

xiv. The Programming must include on-air disclosure of the identity of any person or entity providing consideration of any kind (cash or otherwise, including barter) in return for the broadcast of any material, advertising or otherwise. This requirement includes "teaser" announcements, which may not be broadcast on a paid basis without disclosing the identity of the sponsor. The equivalent of the words "paid for" or "sponsored by" in the language in which the program is broadcast (or in English) must be used in such on-air disclosure except during traditional advertising spots for commercial products and services.

Programmer shall undertake diligently to determine when and if any consideration is received and from whom it is received, including, but not limited to, inquiring of its managers and employees; and Programmer shall strictly forbid any person associated with it or the Station from accepting (either personally or on behalf of Programmer or the Station) consideration of any kind for the broadcast of material without disclosing such receipt to Programmer's management.

xv. No incoming or outgoing telephone call may be broadcast or recorded for broadcast unless the party outside the station has been informed of Programmer's intent to broadcast prior to the start of either broadcast or recording, or unless the circumstances are such that the party is aware, or may be presumed to be aware that the call is likely to be broadcast, consistent with 47 CFR 73.1206..

xvi. The audio level of commercial messages may not exceed the audio level of the surrounding programming.

xvii. Programmer may not cause the Station to rebroadcast the over-the-air signal of any other broadcast or any non-broadcast private or governmental station without Licensee's approval, which will not be given unless written consent from the licensee of the originating station is delivered to Licensee, and which approval may be withheld at Licensee's sole discretion.

xviii. No deceptive programming may be broadcast. This prohibition includes, but is not limited to, the following: (a) programming that appears to be live but is in fact recorded, unless frequent on-air announcements state that the program was recorded earlier; (b) any hoax, which is false information about a crime or catastrophe that might alarm viewers; (c) any sharp or alarming sound that may frighten viewers; and (d) any imitation of another person that is not clearly satirical.

xix. If any contest is broadcast that is not a lottery, all material terms and conditions shall be made available to viewers and shall be announced regularly on the air, including, but not limited to, how to enter, eligibility requirements, what must be done to win, and the nature of the prize. Any claim of the value of a prize must be accurate, and disclosure must be broadcast if it is possible that any advertised prize will not be awarded.

xx. No programming or advertising may encourage the use of unlawful drugs or other substances.

xxi. All Programming that includes any material intended for children 12 years old and younger, all such programming must be identified throughout its duration by a visual "bug" (the symbol "E/I") in a lower corner of the screen indicating that the program is intended for children. During any children's program, commercial matter must be limited to 12 minutes per clock hour (pro-rated for programs less than one hour in length) on weekdays and 10.5 minutes per clock hour on weekends; and no character appearing in the program may appear in commercial messages during or adjacent to the program. The display of Internet Web site addresses during children's programs is permitted only if: (1) the website offers a substantial amount of *bona fide* program-related or other noncommercial content; (2) the website is not

primarily intended for commercial purposes, including either e-commerce or advertising; (3) the website's home page and other menu pages are clearly labeled to distinguish the noncommercial from the commercial sections; and (4) the page of the website to which viewers are directed by the website site address is not used for e-commerce, advertising, or other commercial purposes (e.g., contains no links labeled "store" and no links to another page with commercial material). The display of website addresses in children's programs is prohibited during both program material and commercial material when the site uses characters from the program to sell products or services.

d. Licensee acknowledges that statements made personally by candidates for political office may not be censored. Programmer shall consult with Licensee if any political candidate seeks to broadcast material that is otherwise forbidden by this Agreement.

e. If any of the Programming (including advertising) is in a language other than English, Programmer shall provide Licensee with an English language transcript of any program reasonably requested by Licensee. Licensee, at Licensee's expense, may also employ or contract persons fluent in such non-English language to monitor the Programming to ensure Programmer's compliance with the requirements of Sections 9 and 10 of this Agreement.

11. Regulatory Challenge. If any aspect of this Agreement is challenged by or before the FCC, Licensee and Programmer will jointly or separately (as each party elects) defend the Agreement and the parties' performance hereunder throughout all FCC proceedings, with each party bearing its own expenses. Licensee shall not be required to defend if Programmer does not defend. If the FCC determines that all or any portion of this Agreement is inconsistent with or contrary to the FCC Rules or if subsequent legislative or regulatory action alters the permissibility of this Agreement under the FCC Rules, the parties hereto shall take such commercially reasonable actions, including reforming the Agreement to conform to the FCC Rules or, at Licensee or Programmer's option (with the expenses therefore to be borne by Programmer), seeking reversal of the FCC's decision through further review by the FCC or a court of law. If, after exercising such commercially reasonable efforts, either party determines in good faith that the Agreement cannot be reformed to correct the defects determined by the FCC without materially adversely changing the balance of the benefits to both parties provided by the Agreement under its current terms, either party may terminate this Agreement upon thirty (30) days prior written notice without further liability of either party to the other except for the indemnification obligations under Section 24 of this Agreement..

12. Responsibility for Employees, Expenses, and Program Delivery. Programmer shall employ and be solely responsible for salaries, commissions, taxes, insurance and all other related costs for all personnel of Programmer involved in the production, broadcast and sale of its programs and commercial messages including, but not limited to, air personalities, salespersons, traffic and administrative personnel, and equipment for the production and delivery of the Programming to the Station's control room. Programmer shall also be responsible for all its promotional expenses in connection with the Programming. Programmer shall be responsible for all miscellaneous expenses relating to its programming including but not limited to all music and program licenses, a copy of which shall be furnished to Licensee on request. Programmer shall deliver the Programming to the Station's control room at 9825 Willows Rd. N.E., Suite 140,

Redmond, Washington, or any future location of the Station's main studio, via fiber optic link arranged for and installed by Programmer, at no cost to Licensee. Licensee shall not be required to provide Programmer with any studio or office space or facilities or any production or studio space or equipment. Programmer must make any necessary arrangements, at its own cost and expense, for access to the Willows Rd. premises for fiber optic installation; but Licensee will reasonably cooperate with Programmer in making such arrangements. The Programming feed received from Programmer must be of or better than broadcast quality suitable for 480-line progressive or interlaced scan digital transmission (480p or 480i).

13. Operation of Station. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station (including all digital streams) at all times during the initial and any subsequent or extended term of this Agreement, including, without limitation, control over Station finances, personnel and programming. The Licensee's President shall direct the day-to-day operation of the Station. Licensee shall retain control over the policies, programming and operations of the Station, including, without limitation, the right to preempt Programming in accordance with Section 73.658(e) of the FCC Rules, and the right to take any other actions necessary for compliance with federal, state and local laws, the Communications Act, and the Rules, regulations and policies of the FCC (including the prohibition against unauthorized transfers of control) and the rules, regulations and policies of other federal government entities, including the Federal Trade Commission. Licensee shall also retain the right to break into Programmer's programming in case of emergency. Notwithstanding any provision in this Agreement to the contrary, Licensee certifies that it does and shall maintain ultimate control over the Station's facilities, including specifically control over finances, personnel and programming.

14. Ad Sales; Traffic. Programmer shall be solely responsible for selling all advertising time and paid programming on KHCV-DT3 and shall manage its own traffic operations. Programmer shall retain all revenues derived from its activities, including production revenues, trade revenues, and all revenues from the sale of advertising time and long-form programming. Programmer shall prepare invoices for and collect and retain for its own account all payments from the sale of advertising and paid programming by Programmer by or for the Station. All invoices shall fully and fairly reflect both the amount and the nature of the consideration that Programmer expects to receive. Programmer may not sub-broker time on the Station to any other person or entity and may not, without Licensee's prior consent, sell more than four (4) hours of time in any 24-hour period to any single or group of affiliated advertisers or program suppliers.

15. Station Identification. Licensee shall be responsible for the proper broadcast of FCC required Station identification announcements; however, Programmer shall reasonably cooperate with Licensee to ensure that all required Station identification announcements are broadcast on KHCV-DT3, in full compliance with FCC rules and policies, including the language to be used.

16. MVPD Carriage. If Programmer is able to arrange for carriage of KHCV-DT3 by any MVPD within Station's designated market area ("DMA"), Licensee will grant any appropriate retransmission consent, provided, however, that no consent will be granted that impairs any legal right that the Station may have or obtain to mandatory carriage, and provided further, that Programmer shall pay the additional Monthly Fee specified in Section 2(b) but

Programmer will be entitled to keep any negotiated retransmission fees that are paid for carriage of the Programming. If any MVPD seeks reimbursement for any copyright or other rights fee arising from its distribution of the Programming, satisfaction of such claim shall be the sole responsibility of Programmer.

17. Pre-emption Allowance. In the event Licensee exercises its rights under Section 7 hereof to reject, delete or replace the Programming, and such deletion or replacement is not due to the inclusion by Programmer of content prohibited by Section 10, the fee paid by Programmer shall be reduced *pro-rata* on an hourly basis, rounded to the nearest whole hour. If possible, Licensee will provide Programmer seventy-two (72) hours notice of its intent to exercise its rights under Section 7.

18. Taxes. Licensee shall be responsible for and shall pay any taxes arising or resulting from or in connection with its ownership and operation of the Station and the Licensee's equipment, including, but not limited to, personal property taxes on Licensee's property, payroll taxes for any employees of Licensee, and taxes on Licensee's income. Programmer shall be responsible for and shall pay any taxes arising or resulting from or in connection with its production and presentation of the Programming and on its own property and equipment, including, but not limited to, personal property taxes on Programmer's property, payroll taxes for Programmer's employees, and taxes on Programmer's income. If any sales tax is due on Programmer's payments to Licensee and such tax is required to be collected and or remitted by Licensee, the amount of such tax shall be added to the amount due from Programmer to Licensee each month. If the FCC imposes any tax or fee on the time brokerage arrangement set forth in this Agreement, Programmer shall reimburse Licensee for any such tax or fee when payable to the FCC.

19. Insurance. Licensee shall maintain and pay the cost of insurance with a reputable carrier licensed to write policies in the State of Washington against loss or damage to the Station's transmission plant to the extent agreed to in its contract for its current tower location. Programmer shall maintain and pay the cost of insurance with a reputable carrier licensed to write policies in the State of Washington in the amount of at least Three Million Dollars (\$3 million) for errors and omissions, including the content of the Programming and all of Programmer's indemnification obligations under this Agreement. Licensee shall be named as an additional insured under such policy, and the policy shall not be cancellable without at least ten (10) days prior written notice to Licensee. Programmer shall provide Licensee with documentary proof of such insurance within thirty (30) days after the date of this Agreement.

20. Licensee's Responsibility for Compliance with FCC Technical Rules. Licensee shall be responsible for the operation and monitoring of the Station's transmitter plant and shall employ or contract with technically qualified personnel for this purpose.

21. Force Majeure. Any failure or impairment of facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities for broadcast, in whole or in part, due to causes beyond Licensee's control, shall not constitute a breach of this Agreement, and Licensee will not be liable to Programmer in such event. In the event that the Station remains off the Air for a period of more than thirty (30) consecutive days due to causes beyond

Licensee's control. or (for off-the-air periods of more than ten days and less than thirty days) Licensee fails to use commercially reasonable efforts to return the Station to the Air promptly. Programmer shall have the right, upon five (5) days prior written notice to Licensee, to terminate this Agreement, provided that no Event of Default then exists as a result of a breach by Programmer of its obligations under this Agreement.

22. Right To Use the Programs. The right to use the Programming to be furnished by Programmer and to authorize its use in any manner and in any media whatsoever shall be, and remain, vested in Programmer, subject, however, to the rights of others (including, without limitation, copyright, trademark and service mark and other intellectual property rights) in and to the Programming. Licensee recognizes and acknowledges that: (a) Programmer will be developing trade secrets in connection with the programming which it furnishes to Licensee under this Agreement, (b) Programmer will be disclosing such trade secrets to Licensee pursuant to this Agreement, and (c) such trade secrets are not otherwise available in the public domain or known publicly. Licensee agrees to maintain, and shall take all reasonable measures to assure that Licensee's employees and agents maintain, the confidentiality of such trade secrets, and further agrees not to disclose such trade secrets without the express prior written consent of Programmer. All right, title and interest to the Programming, and the right to authorize use of the Programming in any manner and in any media whatsoever, shall be and remain vested at all times solely in Programmer.

23. Compliance With Law. Each party agrees that, throughout the Term of this Agreement, it will comply with all laws, rules, regulations and policies applicable to each party's respective obligations hereunder.

24. Indemnification.

a. Programmer shall indemnify and hold Licensee harmless against any and all liability for libel, slander, unfair competition or trade practices, infringement of trademarks, service marks, trade names or program titles, violation of rights of privacy and infringement of copyrights and other proprietary rights resulting from, or caused by, the actions or inactions of Programmer, and from and against any and all other claims, damages and causes of action resulting from the Programming. Programmer's obligation to hold Licensee harmless against the liabilities specified above shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.

b. Licensee shall indemnify and hold Programmer harmless against any and all liability for libel, slander, unfair competition or trade practices, infringement of trademarks, service marks, trade names or program titles, violation of rights of privacy and infringement of copyrights and to the proprietary rights resulting from or caused by any alteration of the Programming by Licensee and from and against any and all other claims, damages and causes of action resulting from the broadcast on the Station of programming furnished by Licensee. Licensee's obligation to hold Programmer harmless against the liabilities specified above shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.

c. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this Section 24 unless such claim for indemnification is asserted in writing delivered to the other party in a sufficiently timely manner to avoid any prejudice to the indemnifying party as a result of delay. The indemnifying party shall assume all costs and activities required for the defense of any claim by a third party, including, but not limited, to legal expenses and costs. If the indemnifying party does not promptly defend against a third-party claim, the indemnified party may undertake the defense at the expense of the indemnifying party. The indemnified party may use separate legal counsel if it so chooses, but the indemnifying party shall be responsible for the cost of such separate counsel only if a conflict makes representation of both parties by common counsel inappropriate. The indemnifying party may not settle a third-party claim without the consent of the indemnified party unless the settlement includes a release in favor of the indemnified party and requires no payment or performance of any obligation by the indemnified party.

25. Termination.

a. Termination Upon Default. If either party is in breach of any of its obligations hereunder, and has failed to cure such breach within thirty (30) days of notice from the non-breaching party, then the non-breaching party may terminate this Agreement by giving written notice and may also seek any remedy available to it at law or in equity. Notwithstanding the foregoing, Licensee may terminate this agreement upon written notice to Programmer if, four times within any 12-month period, Programmer is late in making any required payment to Licensee. Payment shall be deemed "late" if Licensee has not received the full amount of the Monthly Fee then in effect (including any additional monthly fee as described in Section 2(b)) by the close of business on the tenth (10th) day of the calendar month for which payment is being made. Upon termination for late payment, Programmer shall pay fifty percent of all sums owing to Licensee for the entire term of this Agreement, which shall be immediately due and payable, and any credits due to Programmer hereunder shall be paid by Licensee. Neither party shall thereafter have any duty to the other party except for the indemnification provisions in Section 24 hereof. Nothing herein shall prevent or preclude Licensee from immediately removing from the air any Programming the content of which violates Section 10 or any other provision of this Agreement.

b. Termination Upon Sale of Station. Licensee may terminate this Agreement upon at least ninety (90) days notice to Programmer in the event of a sale, or transfer of control, of the Station and shall try to provide up to 180 days notice if practicable. This notice must be given once Licensee has accepted a *bona fide* offer to purchase the Station or stock of Licensee and the purchaser has indicated that it will not agree to assume the terms and conditions of this Agreement. Under such circumstance, the termination will be effective on such date as neither Licensee nor any entity controlled by either or both of Dr. Kenneth Casey or Charlene Weh Casey is the licensee of the Station after approval of the license assignment or transfer by the FCC. In the event of such sale or transfer of control of the Station, Licensee will offer to assign this Agreement to the purchaser of the Station or ownership of the Licensee and will encourage purchaser to continue this Agreement in effect. If the Station is sold or transferred, and Licensee terminates this Agreement pursuant to this sub-section 25(b), Licensee shall pay Programmer a lump sum termination payment of One Hundred Thousand Dollars (\$100,000.00) within thirty

(30) days after the closing of the sale, which Programmer agrees is a reasonable estimate of the total any damages of any kind it might incur as a result of early termination and shall be deemed liquidated damages and the only amount that Programmer is entitled to receive; *provided, however,* that no termination fee or other termination payment shall be payable by Licensee or the Station if: (a) a purchaser or transferee of ownership accepts assignment of this Agreement; or (b) Programmer enters into a separate agreement with the purchaser or transferee; or (c) the Programming is distributed on Comcast cable television systems, pursuant to a separate agreement that places the Programming on a Comcast channel other than the channel on which KHCV-DT3 is carried, and offered to at least eighty percent (80%) of the Comcast subscribers in the Seattle DMA, within ninety (90) days after the effective date of termination; or (e) the termination becomes effective after October 14 , 2010.

26. Representations and Warranties.

a. Each of Licensee and Programmer represents and warrants to the other that it is legally qualified and empowered to enter into this Agreement, and that the execution, delivery and performance hereof will not constitute a breach or violation of any agreement, contract or other obligation to which either party is subject or by which it is bound. Both Each party hereto represents and warrants that it is a corporation in good standing in the State of Washington, that it has taken all necessary corporate and other action to make this Agreement legally binding on such party and that the individual signing this Agreement on behalf of such party has been fully authorized and empowered to execute this Agreement.

b. Licensee further represents and warrants that it validly holds and will validly hold during the Term all licenses and other permits and authorizations necessary for the operation of the Station, and such licenses, permits and authorizations are and will be in full force and effect throughout the Term. There is not now pending, or to the best knowledge of Licensee threatened, any action by the FCC to revoke, cancel, suspend, or refuse to renew or modify adversely any of such licenses, permits or authorizations.

c. Programmer further represents and warrants that it will not cause to be broadcast on KHCV-DT3 any material for which it does not hold all necessary copyrights, performance rights, and any other rights for both broadcast on KHCV-DT3 and carriage by any MPVD system that carries the KHCV-DT3 signal in the Seattle DMA.

27. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been made (i) if delivered in person, when delivered to the address hereafter set forth, or (ii) if sent by prepaid certified U.S. mail or by Federal Express or another recognized overnight courier, on the first date of documented attempted delivery by the carrier, addressed as follows:

To Licensee: North Pacific International Television, Inc.
 Attention: Dr. Kenneth Casey
 9825 Willows Rd. N.E., Suite 140
 Redmond, WA 98052-1015

To Programmer: Asian American Television
Attention: Mr. David Cho
3429 4th Ave. South
Seattle, WA 98134

28. Governing Law. To the extent not governed by federal law, this Agreement shall be constructed in accordance with the laws of the State of Washington, and each party agrees to be subject to the jurisdiction of federal and/or state courts in Seattle, Washington, if a suit is commenced in connection with this Agreement.

29. Headings. The headings contained in this Agreement are for convenience only and shall not be construed to affect the substantive provisions of this Agreement.

30. Assignment and Beneficiaries. This Agreement shall be binding on the parties hereto and their respective heirs, successors, and permitted assigns. Neither party may assign any of its rights or obligations under this Agreement, or undergo a change of 50% or more of its ownership, to any person or entity not a party to this Agreement, without the express written approval of the other party hereto, except as follows. Licensee may, at its discretion, assign all of its rights and obligations to any entity controlled by Dr. Kenneth Casey, Charlene Weh Casey, Christopher Casey, or Dr. Allen Hom that becomes the holder of the FCC license for the Station. Licensee shall not unreasonably withhold its consent to an assignment by Programmer to any successor to Programmer's business in which David Cho maintains an active managerial role. No person or entity not a party to this Agreement may claim any benefit as a result of this Agreement.

31. Publicity; Relationship of the Parties. In holding itself out to third parties, Programmer shall not represent, suggest or otherwise give the impression that it has or will have any ownership of, control over, or connection with the operation of the Station, other than with respect to the provision of programming and sale of advertising inventory as permitted herein. Nothing herein shall establish any partnership, joint venture, or other relationship between the parties other than as arms-length independent contractors.

32. Entire Agreement; Modification and Waiver. This Agreement embodies the entire agreement between the parties; and there are no other agreements, representations, warranties or understandings, oral or written, between them with respect to the subject matter hereof. No modification or waiver of any provision of this Agreement shall be effective unless the same is put in writing and signed by the party adversely affected by the waiver or modification, and then such waiver or modification shall be effective only in the specific instance and for the purpose for which given.

33. No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Programmer in exercising any right or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Programmer herein provided are cumulative and are not exclusive of any right or remedy which a party may otherwise have.

34. Severability. If any term of this Agreement is illegal or unenforceable at law or in equity, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law: and such term, as so modified, and the balance of this Agreement shall then be fully enforceable. Notwithstanding this Paragraph 34, Programmer may terminate this Agreement if Programmer is not able to provide Programming for substantially all of the air time on KHCV-DT3: and Licensee may terminate this Agreement if it is not able to receive substantially all of the consideration as set forth in Section 2.

35. Non-Competition. Licensee agrees that so long as this Agreement remains in effect and the Programming is being transmitted on KHCV-DT3, Licensee shall not, either itself or through any other programmer, broadcast Asian language programming on its analog station (KHCV) or any other digital stream of KHCV-TV. Programmer agrees that so long as this Agreement remains in effect, it will not provide any Asian language programming other than the Programming as broadcast on KHCV for distribution on any MPVD serving subscribers in the Seattle Designated Market Area (DMA), provided, however, that Licensee shall waive this restriction if Programmer pays Licensee the fee in Section 2(b) hereof with respect to such programming or if Licensee has provided a Notice to Terminate pursuant to Section 25(b)..

36. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signature to each counterpart were on the same instrument, and all such counterparts will be deemed one and the same Agreement. This Agreement shall be effective upon the exchange of signatures by facsimile.

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

“Programmer”
Asian American Television
dba: AAT Television

By: _____
Name: David Cho
Title: VP of Operations

“Licensee”
North Pacific International Television, Inc.
By: 
Name: Dr. Kenneth Casey
Title: President