

## TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (the "Agreement") is made and entered into as of May 13, 2010, by and between COASTAL TELEVISION BROADCASTING COMPANY LLC, a Delaware limited liability company ("Programmer"), and VISION ALASKA II, LLC, a Delaware limited liability company ("Vision Alaska").

### RECITALS:

WHEREAS, Vision Alaska is the licensee of television broadcast stations KATN(TV), Fairbanks, Alaska ("KATN") and KJUD(TV), Juneau, Alaska ("KJUD"; collectively with KATN, the "Stations");

WHEREAS, Programmer is the licensee of television broadcast station KTBY-TV, Anchorage ("KTBY");

WHEREAS, Vision Alaska desires to obtain a regular source of programming and income for the Stations; and

WHEREAS, Programmer desires to purchase time for the broadcast of programming on the Stations (and for the sale of advertising time included in that programming) that is in conformity with the Communications Act of 1934, as amended, and the rules, regulations, written policies and other legal requirements promulgated or adopted by the FCC (collectively, "FCC Requirements"), the Stations' policies and procedures, and the provisions hereof;

WHEREAS, Vision Alaska maintains, and shall continue to maintain during the term of this Agreement, ultimate control over the Stations' facilities, including control over the Stations' finances, personnel, and programming.

### AGREEMENTS:

NOW, THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

#### Section 1. Provision of Stations Air Time.

1.1 Term. This Agreement shall become effective, and the term of this Agreement shall commence, as of 12:01 AM, Anchorage, Alaska time on the date of this Agreement set forth in the first paragraph of this Agreement. Subject to Section 8 hereof, the term of this Agreement shall be for a period of five (5) years commencing on the date hereof (the "Initial Term"), provided that the term of this Agreement shall be automatically extended and renewed for up to four (4) additional five (5) year periods (each an "Extended Term" and, collectively with the Initial Term, the "Term") unless either party provides the other party with written notice of nonrenewal at least one hundred eighty (180) days prior to the expiration of the applicable Term.

1.2 Scope. Subject to Section 2.2 hereof, Vision Alaska shall make available to Programmer broadcast time upon the Stations as set forth in this Agreement. Programmer shall have the right to produce its programming (including commercial announcements and related production activities) from its or any Vision Alaska's studio and production facilities and shall utilize Vision

Alaska's transmitter facilities to broadcast such programming. Subject to Vision Alaska's approval, as set forth in this Agreement, Programmer shall provide programming of Programmer's selection complete with commercial matter, public service announcements, and other suitable programming to Vision Alaska for up to one hundred sixty-eight (168) hours per week, including the programming provided by ABC pursuant to the primary network affiliation agreement (and related agreements) with the ABC television network (American Broadcasting Companies, Inc.) (as in effect as of the date hereof or in effect from time to time after the date hereof, the "Affiliation Agreement"), which network programming will continue to be broadcast by the Stations. Vision Alaska, in its good faith discretion, may designate such time as it may require for the broadcast of programming necessary for the Stations to broadcast news, public affairs, and non-entertainment programming as required by FCC Requirements. All program time not reserved by or designated for Vision Alaska shall be available for use by Programmer and no other party.

1.3 Consideration. As consideration for the air time made available hereunder, Programmer shall make payments to Vision Alaska as set forth in Attachment I hereto (as described therein, the "Time Brokerage Fees").

1.4 Vision Alaska Operation of the Stations.

(a) Vision Alaska will have full authority, power, and control over the management and operations of the Stations. Vision Alaska shall comply in all material respects with FCC Requirements applicable to the Stations. Vision Alaska shall employ and shall be responsible for paying the salaries, payroll costs, insurance and all other related out-of-pocket expenses for two employees (one of whom shall be a managerial level employee, referred to herein as the "Station Manager"), as required by FCC Requirements; these employees will report to and be accountable to Vision Alaska. Programmer agrees to perform, without charge, routine monitoring of the Stations' transmitter performance and tower lighting by remote control and to promptly report the results of such monitoring to Vision Alaska so that any remedial action may be taken in a timely manner.

(b) Subject to Section 1.3, Vision Alaska shall pay, in a timely fashion, all of the operating expenses that are incurred in the customary operation of the Stations, including the salaries and other employee-related costs of the two employees that Vision Alaska retains to comply with FCC Requirements, lease payments, and utility charges.

(c) Vision Alaska represents and warrants it owns and holds all material Licenses necessary for the operation of the Stations as currently conducted and shall use commercially reasonable efforts to maintain such Licenses in full force and effect throughout the term of this Agreement. Vision Alaska is not in material violation of any FCC Requirement or other applicable Legal Requirement that would reasonably be expected to have a material adverse effect upon Vision Alaska, the Stations, or upon Vision Alaska's ability to perform this Agreement. Vision Alaska shall (i) comply in all material respects with all FCC Requirements and all applicable federal, state, and local laws, rules, regulations and pertinent governmental policies from time to time in effect (collectively with the FCC Requirements, the "Legal Requirements") applicable to the functions performed by it in connection with the Stations, and (ii) not take any action, or fail to take any action while having an obligation to act under this Agreement or any applicable Legal Requirement, that would cause the Programmer, the Stations, or itself in respect of the Stations, to violate in any material respect any applicable Legal Requirement. During the term of this Agreement, Vision Alaska shall not dispose of, transfer, assign, or pledge any of Vision Alaska's assets and properties other than in the ordinary course of business.

## 1.5 Programmer Responsibility.

(a) Programmer shall be solely responsible for any expenses incurred in the production, origination and/or delivery of its programming and commercial messages and for any publicity or promotional expenses incurred by Programmer, including ASCAP, SESAC and BMI music license fees for all programming provided by Programmer and all expenses incurred in connection with the sale of advertising time (including sales commissions).

(b) Programmer shall employ and be responsible for the salaries, commissions, taxes, employee benefits, and all other related expenses for all personnel of Programmer involved in the production and broadcast of its programs (including air personalities, engineering personnel, sales personnel, traffic personnel, board operators, and other programmers and production staff members) or otherwise engaged in Programmer's time brokerage activities hereunder. Whenever on the Stations' premises, all personnel, whether employed by Vision Alaska or Programmer, shall be subject to the overall supervision of the Manager.

(c) Programmer shall (i) comply in all material respects with all FCC Requirements and other Legal Requirements applicable to the functions performed by it in connection with the Stations, and (ii) not take any action, or fail to take any action while having an obligation to act hereunder, that would cause Vision Alaska, the Stations, or, in respect of the Stations, the Programmer to violate in any material respect any applicable Legal Requirement.

## Section 2. Stations' Obligation to Their Communities of License

2.1 Vision Alaska Authority. Notwithstanding any other provision of this Agreement, Programmer recognizes that Vision Alaska has certain obligations to broadcast programming to meet the needs and interests of viewers in Fairbanks and Juneau, Alaska, the Stations' respective communities of license. From time to time, Vision Alaska may air specific programming on issues of importance to the local community. Nothing in this Agreement shall abrogate the unrestricted authority of Vision Alaska to discharge its obligations to the public and to comply with FCC Requirements.

2.2 Additional Vision Alaska Obligations. Although both parties shall cooperate in the broadcast of emergency information over the Stations, Vision Alaska shall also retain the right to interrupt Programmer's programming in case of an emergency or to preempt Programmer's programming for programming which, in the good faith judgment of Vision Alaska, is of greater local or national public importance. Vision Alaska shall also coordinate with Programmer the Stations' hourly station identifications (*i.e.*, Programmer shall broadcast all required station identification announcements in form and content approved by Vision Alaska with respect to the Stations in full compliance with FCC Requirements) and any other announcements required to be aired by the rules, regulations, and policies of the FCC. Vision Alaska shall continue to maintain a main studio, as that term is defined by FCC Requirements; shall maintain its local public inspection file in accordance with FCC Requirements; and shall prepare and place in such inspection file in a timely manner all material required by FCC Requirements, including the Stations' quarterly issues and program lists. Programmer shall promptly provide Vision Alaska with such information concerning Programmer's programs and advertising as is necessary to assist Vision Alaska in the preparation of such information and shall promptly provide Vision Alaska with all documents Programmer receives that are required to be placed in the Stations' political or public inspection files. Vision Alaska shall also receive and respond to telephone inquiries, and control and oversee any

remote control point for the Stations. Programmer will cooperate with and assist Vision Alaska in compiling and preparing all information that is reasonably necessary to enable it to prepare all reports and records, and submit all filings, required by the FCC or other governmental authorities.

### Section 3. Programming and Station Programming Policies

3.1 Programming Requirements. Programmer acknowledges and agrees that Programmer shall enter into all new permitted programming agreements and arrangements in its own name and not in the name of Vision Alaska or the Stations. Unless otherwise agreed to by the parties hereto in writing, Programmer shall, subject to the Stations' programming and other agreements (the "Contracts"), the availability of programming provided under the Affiliation Agreement, and the other terms and conditions of this Agreement, program the Stations so as to maintain a general, advertiser-supported, national network affiliated, entertainment/sports format, with some mix permitted of home shopping, religious, foreign language and infomercial programming. The Stations shall not become predominantly a home shopping, religious, foreign language and/or infomercial television station. The programming selected by Programmer or at its discretion shall comply with the FCC's closed captioning requirements and shall consist of such materials as are determined by Programmer to be appropriate and/or in the public interest including public affairs programming, public service announcements, entertainment, news, weather reports, sports, promotional material, commercial material and advertising. Programmer's management personnel will meet at least weekly with the Manager in order to help formalize Vision Alaska's oversight over Programmer's activities at the Stations.

3.2 Broadcast Stations Programming Policy Statement. Vision Alaska has adopted and will enforce a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Attachment II hereto, and which may be amended in a reasonable manner from time to time by Vision Alaska upon notice to Programmer. Programmer agrees and covenants to comply in all material respects with the Policy Statement and any changes subsequently made thereto by Vision Alaska and provided to Programmer or necessitated by changes in FCC Requirements. Programmer shall furnish or cause to be furnished the artistic personnel and material for the programs provided pursuant to this Agreement, and all programs shall be prepared and presented in conformity with the Policy Statement and FCC Requirements. All advertising spots and promotional material or announcements shall comply with applicable Legal Requirements and shall be produced in accordance with quality standards established by Programmer.

3.3 Vision Alaska Control of Programming. Vision Alaska shall have the full and unrestricted right to reject, delete and not broadcast any material contained in any part of the programming or advertising selected and/or scheduled by Programmer which Vision Alaska in good faith determines would be contrary to the public interest, FCC Requirements or any other applicable Legal Requirement, or the Policy Statement. Vision Alaska shall give Programmer as much written advance notice of such rejections or deletions as reasonably possible and the justification therefor concurrently therewith or as soon thereafter as reasonably possible.

3.4 Programmer Compliance with Copyright Act. Programmer represents and warrants to Vision Alaska that Programmer has full authority to broadcast its programming on the Stations and covenants 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, (ii) in the public domain, or (iii) cleared at the source by Programmer. Vision Alaska will maintain ASCAP, BMI,

and SESAC licenses as necessary. The right to use the programming supplied by Programmer and to authorize its use in any manner shall be and remain vested in Programmer.

3.5 Sales. Programmer shall be entitled to all revenues arising from the Stations and the conduct of the Business, including all revenues received from any network, distributor or program supplier with respect to affiliation or use of programming on the Stations, all revenues from the sale of advertising time within the programming broadcast on the Stations, and any rental or other payments payable with respect to the lease or use of any of the Stations' facilities. Programmer shall be responsible for all expenses attributable thereto, including the commissions due to any national sales representative engaged by it for the purpose of selling national advertising that is carried during the programming it provides to Vision Alaska. Programmer shall retain such revenues and shall directly pay such expenses.

3.6 Payola. Programmer agrees that it and its employees will not accept any consideration, compensation, gift, or gratuity of any kind whatsoever, regardless of its value or form, including 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 payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with FCC Requirements. On the date hereof and each anniversary of the date hereof, Programmer agrees to provide Vision Alaska with an executed Payola Affidavit from each of its employees involved with the Stations substantially in the form attached hereto as Attachment III.

3.7 Cooperation on Programming. Programmer and Vision Alaska mutually acknowledge their interest in ensuring that the Stations serve the needs and interests of viewers in Fairbanks and Juneau, Alaska, as applicable, and the surrounding service areas and agree to cooperate to provide such service. Vision Alaska shall, on a regular basis, assess the issues of concern to residents of Fairbanks and Juneau, Alaska, as applicable and the surrounding areas and ensure that programming aired on the Stations addresses those issues in its public service programming. Programmer, in cooperation with Vision Alaska, will endeavor to ensure that programming responsive to the needs and interests of the communities of license and surrounding areas is broadcast, in compliance with FCC Requirements and will assist Vision Alaska, if requested, in the production of Vision Alaska-provided programming. Vision Alaska will describe those issues and the programming that is broadcast in response to those issues in the quarterly issues/programs lists that Vision Alaska will prepare pursuant to Section 2.2. Vision Alaska may request, and Programmer shall provide, information concerning Programmer's programs that are responsive to community issues so as to assist Vision Alaska in the satisfaction of its public service programming obligations. Programmer shall also provide Vision Alaska upon request such other information necessary to enable Vision Alaska to prepare records and reports required by the FCC or other Governmental Authorities.

3.8 Children's Television Advertising. Programmer agrees that it will work with Vision Alaska to ensure that Programmer will not broadcast commercial matter within the programs that Programmer provides that are designed for children aged 12 years and under that would cause the Stations to exceed the amounts permitted under FCC Requirements and will take all steps necessary to pre-screen children's programming broadcast during the hours Programmer is providing such programming to establish that commercial matter is not being broadcast in excess of FCC Requirements.

3.9 Children's Programming. Programmer agrees that it will provide all programming necessary, in addition to the children's programming broadcast pursuant to the Affiliation Agreement, to comply with the children's programming requirements as specified by FCC Requirements. In determining the amount of programming necessary to comply with FCC Requirements, Programmer may include all children's programs provided pursuant to the Stations Affiliation Agreement that are broadcast by the Stations. Programmer shall be responsible for providing to Vision Alaska information and documentation with respect to the children's programming that Programmer broadcasts to enable Vision Alaska to prepare all reports and certifications required to be submitted to the FCC or placed in the Stations' public inspection files, including the following: (a) Vision Alaska's quarterly reports on children's programming pursuant to Section 73.3526(e)(11)(iii) of the FCC's rules; and (b) Vision Alaska's statements with respect to compliance with advertising limits in children's programs pursuant to Section 73.3526(e)(11)(ii) of the FCC's rules. Programmer shall provide Vision Alaska with information regarding the titles of all children's programs it has provided to the Stations in the previous quarter to which the advertising limits apply, all program segments during which the allowed commercial limits were exceeded, and a separate memo explaining why any excesses occurred. In carrying out its obligations with respect to children's programming, Programmer shall further maintain records with respect to commercial matter in children's programming either in the form of logs of programs reflecting the commercial time, tapes of the programs, lists of commercial minutes aired in identified children's programs, or appropriate certificates from syndicators and from ABC with respect to compliance with the FCC's requirements on commercial limits.

#### Section 4. Station Agreements.

4.1 Benefits of Agreements. Vision Alaska shall use commercially reasonable efforts to provide Programmer with the benefits of the Contracts, including the Affiliation Agreement, to the extent necessary for Programmer to carry out its obligations under this Agreement. Programmer shall use commercially reasonable efforts not to cause a breach or default under the Contracts. Anything to the contrary in this Agreement notwithstanding, this Agreement and the rights and obligations of the parties hereunder shall not effect an assignment of the rights, interest or privileges of Vision Alaska under any Contract except to the extent that Programmer and Vision Alaska shall expressly agree in writing.

4.2 Renewal, Modification and Termination of Contracts. With respect to the renewal, modification and/or termination of any Contracts (in accordance with their terms), or the entry into or modification of new or existing contracts, Vision Alaska and Programmer shall coordinate and cooperate in good faith to ensure that any renewal, cancellation, execution or modification of any such contract shall not adversely affect Programmer's time brokerage of the Stations pursuant to this Agreement.

#### Section 5. Billing; Records and Correspondence.

5.1 Billing; Records and Correspondence. Programmer shall keep written records relating to the sale of commercial advertising on the Stations and the programming consistent with Programmer's past practices. Each party hereto and its authorized officers, agents and representatives, upon prior written request, shall have reasonable access to the appropriate books and records of the other party hereto, including with respect to complaints, inquiries and other correspondence, to conduct such examination and investigation as the requesting party deems reasonably necessary to ensure compliance with the terms and provisions of this Agreement (and, in

the case of Vision Alaska, to enable it to satisfy its responsibilities as an FCC licensee), and to permit such party to comply with its tax reporting compliance requirements, *provided* that such examination and investigation shall be Programmer's cost and expense and shall be during the Stations' normal business hours. If this Agreement is terminated, then each party, at the cost and expense of Programmer, shall be entitled to a copy of the written records of the other party with respect to the operation of the Stations during the period that this Agreement was in effect.

## Section 6. Indemnification

6.1 Programmer's Indemnification. Programmer shall indemnify and hold harmless Vision Alaska and its members (managing or non-managing), managers, officers, affiliates, employees, agents, representatives, successors and assigns (collectively, the "Vision Alaska Indemnified Parties" or individually, a "Vision Alaska Indemnified Party") from, against and in respect of, and shall pay to the Vision Alaska Indemnified Parties the amount of, any and all claims, losses, costs, expenses, liabilities and damages (including interest, penalties and reasonable attorneys' fees) (collectively, "Losses"), that any Vision Alaska Indemnified Party incurs or suffers directly or indirectly in connection with, with respect to, or arising from or otherwise relating to: (i) any breach or default by Programmer of its representations, warranties, covenants, agreements or obligations contained in this Agreement; or (ii) the conduct of, or any action taken by, Programmer or any of its employees, officers, managers, representatives, members, contractors or agents, or any failure by Programmer or its employees its employees, officers, managers, representatives, members, contractors or agents to take an action while having a obligation to act hereunder with respect to the Stations, including Losses relating to violations of FCC Requirements, slander, defamation or other claims relating to programming provided by Programmer, and Programmer's sale and broadcast of advertising time on the Stations. Notwithstanding the foregoing, no Vision Alaska Indemnified Party shall be entitled to indemnification hereunder for any Losses it may suffer or incur that are caused by its (or any other Vision Alaska Indemnified Party's) willful misconduct or any intentional breach by Vision Alaska of this Agreement and then, in any case, solely to the extent thereof, provided that the parties acknowledge and agree that the foregoing exception to Programmer's indemnity obligations hereunder shall be limited solely to the extent and amount of Losses caused by such intentional breach or such willful misconduct, and further provided that, for purposes of the foregoing, any such willful misconduct or intentional breach of Vision Alaska shall be limited solely to the actions of Stephen C. Brissette as the "Manager" (as such term is used and defined in the limited liability company agreement of Vision Alaska) of Vision Alaska (the "Vision Alaska Manager") (such exception to Programmer's indemnity obligations hereunder, the "Indemnity Carveout").

6.2 Vision Alaska Indemnification. Vision Alaska shall indemnify and hold harmless Programmer and its members, managers, officers, affiliates, employees, agents, representatives, successors and assigns (collectively, the "Programmer Indemnified Parties" or individually, a "Programmer Indemnified Party"), from, against and in respect of, and shall pay to the Programmer Indemnified Parties the amount of, any and all Losses that any Programmer Indemnified Party incurs or suffers directly or indirectly in connection with, with respect to, or arising from or otherwise relating to the willful misconduct or intentional breach by Vision Alaska of this Agreement caused by the actions of the Vision Alaska Manager and then, in any case, solely to the extent thereof. Notwithstanding the foregoing, no Programmer Indemnified Party shall be entitled to indemnification hereunder for any Losses it may suffer or incur that are caused by its (or any other Programmer Indemnified Party's) willful misconduct or any intentional breach by Programmer of this Agreement and then, in any case, solely to the extent thereof, provided that the parties acknowledge and agree that the foregoing exception to Vision Alaska's indemnity obligations

hereunder shall be limited solely to the extent and amount of Losses caused by such intentional breach or such willful misconduct.

6.3 Procedures for Indemnification. The procedures for indemnification shall be as follows:

(a) Any Vision Alaska Indemnified Party or Programmer Indemnified Party seeking indemnification under Section 6 (a "Claimant") shall assert a claim for indemnification by giving written notice thereof (a "Claim Notice") to the party for which indemnification is claimed (the "Indemnitor"). If the claim relates to an action, suit or proceeding filed by another person or entity against Claimant (a "Third-Party Claim"), then the Claim Notice shall be given by Claimant within ten (10) Business Days after written notice of such action, suit or proceeding was given to Claimant and shall include true and complete copies of all suit, service and filed claim documents. For purposes of this subsection, any Claim Notice that is sent within ten (10) Business Days of the date upon which the Claimant actually learns of such Damages shall be deemed to have been "prompt notice"; *provided* that failure of the Claimant to give the Indemnitor prompt notice as provided herein shall not relieve the Indemnitor of any of its obligations hereunder except to the extent that the Indemnitor is materially prejudiced by such failure.

(b) With respect to any Third Party Claim, the Claimant and the Indemnitor shall each make available to the other Party or its representatives all records and other materials in the first party's possession reasonably required by the other party for use in contesting or defending any Third-Party Claim. Upon the receipt of a Claim Notice with respect to a Third-Party Claim, the Indemnitor shall have the right to participate in or undertake (at its own expense) and assume control of, by counsel or representatives of its own choosing, the defense of such claim, and the Claimant agrees to reasonably cooperate with the Indemnitor; *provided, however*, that the Indemnitor may not assume control of the defense of such claim unless it shall unconditionally agree in writing to indemnify the Claimant for all Losses relating to such claim disclosed in the Claim Notice regarding which the Indemnitor confirms in writing its obligation to indemnify the Claimant under Section 6.1 or 6.2 hereof, as the case may be (and such agreement and confirmation shall only be between Programmer and Vision Alaska and shall not be deemed an admission of liability on the part of the Indemnitor as against such third party). If the Indemnitor elects to assume control of the defense of any Third-Party Claim, then (i) the Indemnitor shall conduct the defense of the Third-Party Claim diligently and in good faith, (ii) the Claimant shall have the right to participate in the defense of such claim at the expense of the Programmer and shall not settle or compromise the Third-Party Claim, and (iii) the Indemnitor shall have the power and authority to settle or consent to the entry of judgment in respect of the Third-Party Claim without the consent of the Claimant only if the judgment or settlement results only in the payment by the Indemnitor of the full amount of money damages (which are paid in full by the Indemnitor) and includes a release of the Claimant from any and all liability thereunder, and, in all other events, the Indemnitor shall not consent to the entry of judgment or enter into any settlement in respect of a Third-Party Claim without the prior written consent of the Claimant, which consent shall not be unreasonably withheld or delayed. If the Indemnitor does not elect to assume control of the defense of any Third-Party Claim, or the Indemnitor shall elect to assume control of such defense but not conduct the defense of the Third-Party Claim diligently and in good faith, then the Claimant may defend through counsel of its own choosing and in such manner as it reasonably deems appropriate with such defense being at Indemnitor's expense (to the extent Indemnitor is liable therefore under Section 6.1 or 6.2, or under any written agreement between Indemnitor and Claimant with respect to such claim), and the Indemnitor shall be bound by any judicial determination made in such action or any commercially



reasonable compromise or settlement thereof effected by the Claimant and shall reimburse the Claimant for all Losses incurred by the Claimant (to the extent Indemnitor is liable therefore under Section 6.1 or 6.2, or under any written agreement between Indemnitor and Claimant with respect to such claim); *provided, however*, that the Claimant shall keep the Indemnitor advised on a timely basis of significant developments with respect to such defense (and any settlement discussions) and permit the Indemnitor to participate, at its own election and expense, at any time, in the defense, compromise or settlement thereof. If a Third-Party Claim requires immediate action, the parties hereto will use commercially reasonable efforts to reach a decision with respect thereto as expeditiously as possible.

6.4 No Setoff Rights, Etc. The obligations of Programmer or Vision Alaska under this Agreement, including the respective obligations to indemnify the Vision Alaska Indemnified Parties or the Programmer Indemnified Parties, as applicable, as provided in Sections 6.1 and 6.2 above shall not be subject to any reduction, limitation, impairment, or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise of any of the Losses, and, subject to applicable law, shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Losses or any discharge of the obligor from any of the Losses in a bankruptcy or similar proceeding or otherwise which such party may assert. Without limiting the generality of the foregoing, the obligations of Programmer or Vision Alaska under this Agreement shall not be discharged or impaired or otherwise affected by the failure of the other or any other indemnified party hereunder to assert any claim or demand or to enforce any remedy hereunder or under any other agreement, by any waiver or modification, or by any other act or omission that might in any way operate as a discharge of Programmer or Vision Alaska, as applicable, as a matter of law.

6.5 Survival of Indemnities. The indemnification obligations of Programmer and Vision Alaska under this Section 6 shall survive any termination or expiration of this Agreement.

#### Section 7. Time Brokerage Challenge; Unenforceability.

(a) If this Agreement is challenged in whole or in part at or by a governmental authority or is challenged in whole or in part in a judicial forum, the parties and their respective counsel, each at the expense of Programmer, shall cooperate and jointly defend this Agreement and the parties' performance hereunder throughout all such proceedings to the extent commercially reasonable.

(b) If any provision of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other party or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC rules and policies, while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement and the Shared Services Agreement. The parties agree that, upon the request of either of them, they will join in requesting the view of the staff

of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing. If the parties are unable to negotiate a mutually acceptable modified Agreement as provided in the first and second sentences of this Section 7(b) within sixty (60) days of the applicable event, then either party may terminate this Agreement upon written notice to the other, provided that the party desiring to terminate this Agreement on account thereof shall have acted in good faith in accordance with the terms and provisions of this Section 7(b).

Section 8. Insurance. Programmer shall obtain and maintain at all times insurance policies covering broadcasters' liability, including libel, slander, invasion of privacy and the like, general liability, blanket crime, business interruption, property damage, automobile liability and workers' compensation with respect to the operations of the Stations and their properties, in such forms and amounts as the parties shall determine (with each party acting reasonably), with each such policy covering both parties hereto, either as primary loss payee or as an additional named insured, and each party's senior lender shall (to the extent required by such party's credit agreement therewith) also be named as a loss payee and an additional named insured, under such policy as it pertains to the Stations, to the extent that their respective interests may appear. Each such policy of insurance shall provide for notice to both parties and their senior lenders, if required, prior to cancellation thereof. Upon request, Programmer shall provide Vision Alaska with certificates evidencing such insurance, and shall further provide certificates evidencing renewal thereof prior to the expiration of such policies. Programmer shall maintain workers' compensation insurance and such other insurance policies as it shall reasonably determine as being appropriate to cover its own employees.

Section 9. Limitations. Notwithstanding any provision of this Agreement to the contrary, any fact or circumstance that occurs as a result of any action by Programmer, or failure by Programmer to act when under a duty to act, in accordance with the terms hereof or as a result of Programmer's activities or operations with respect to the Stations (including any breach by Vision Alaska of Section 1.4(b) that is caused by Programmer's failure to pay Time Brokerage Fees), shall not be deemed a default or breach by Vision Alaska of its representations, warranties, covenants or agreements in this Agreement.

Section 10. Access to Programming Materials; Political Advertising and Handling of Communications

10.1 Confidential Review. Prior to the commencement of any new programming by Programmer under this Agreement, Programmer shall advise Vision Alaska of the nature and type of the programming to be provided. Vision Alaska shall be entitled to review at its discretion from time to time on a confidential basis any of Programmer's programming material it may reasonably request. Programmer shall make available to Vision Alaska all correspondence and complaints received from the public (including any telephone logs of complaints), and copies of all program logs and promotional materials.

10.2 Political Advertising. Programmer shall cooperate with Vision Alaska to assist Vision Alaska in complying with FCC Requirements regarding political broadcasting and the Bipartisan Campaign Reform Act of 2002 ("BCRA"). Vision Alaska shall promptly supply to Programmer, and Programmer shall promptly supply to Vision Alaska, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with FCC Requirements, including the lowest unit rate, equal opportunities, reasonable access, political file, and related requirements. Vision Alaska, in consultation with Programmer, shall develop a statement which discloses its political broadcasting policies to political candidates, and Programmer

shall follow those policies and rates in the sale of political programming and advertising, and Programmer shall comply with FCC Requirements regarding political broadcasting and BCRA. In the event that Programmer fails to satisfy the political broadcasting requirements of FCC Requirements, and such failure inhibits Vision Alaska in its compliance with the political broadcasting requirements of FCC Requirements and BCRA, then, in Vision Alaska's sole discretion, Programmer shall either provide rebates to political advertisers or release broadcast time and/or advertising availabilities to Vision Alaska at no cost to Vision Alaska.

10.3 Handling of Communications. Programmer and Vision Alaska shall cooperate in promptly responding to or otherwise handling, as appropriate, all mail, emails, faxes or telephone calls directed to the Stations in connection with the Stations' programming, Programmer or any other matter relevant to Vision Alaska's or Programmer's responsibilities and obligations under this Agreement. Promptly upon receipt, Programmer shall advise Vision Alaska, and Vision Alaska shall advise Programmer, of any public or FCC complaint or inquiry known to Programmer or Vision Alaska, as applicable, concerning the Stations' programming, and each shall provide the other with a copy of any correspondence received relating thereto. Upon Vision Alaska's request, Programmer shall broadcast appropriate material responsive to such complaints and inquiries on matters required to be handled by Vision Alaska under FCC Requirements.

## Section 11. Termination and Remedies Upon Default

11.1 Events of Default. Each of the following, after the expiration of the applicable cure periods, if any, shall constitute an "Event of Default" under this Agreement:

(a) Programmer's Non-Payment. Programmer's failure to pay or remit to or for the benefit of Vision Alaska any payment described in Section 1.3 above in a timely manner, which failure is not cured within ten (10) business days following written notice thereof by Vision Alaska to Programmer;

(b) Default in Covenants. The default by either party in the material observance or performance of any material covenant or agreement contained herein, that continues for thirty (30) days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default, provided that such 30-day period will be extended for a reasonable period of time if (i) the default is capable of being cured, (ii) the defaulting party is acting in good faith to cure such default, and (iii) such extension is not materially adverse to the other party;

(c) Breach of Representations or Warranties. The material breach by either party of any material representation or warranty made by it herein, which shall prove to have been false or misleading in any material respect as of the time made;

(d) Bankruptcy, Etc. Either party (i) makes a general assignment for the benefit of creditors or (ii) files or has filed against it a petition for bankruptcy, for reorganization, or for the appointment of a receiver, trustee or similar creditors' representative for a substantial portion of the property or assets of such party under any federal or state insolvency law, which petition has not been dismissed or discharged within ninety (90) days after the filing thereof; or

(e) Marketing Agreements. There shall have occurred an "Event of Default", as defined and used in the Joint Sales Agreement, dated as of the date hereof, by and between Vision

Alaska I, LLC and Programmer (the “Joint Sales Agreement”) or the Shared Services Agreement, dated as of the date hereof, by and between Vision Alaska I, LLC and Programmer (the “Shared Services Agreement”; collectively with the Joint Sales Agreement, the “Marketing Agreements”).

## 11.2 Termination.

(a) In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below:

(i) upon the occurrence (and during the continuance) of an Event of Default, the non-defaulting party may terminate this Agreement by written notice to the defaulting party, provided that the non-defaulting party is not also in material breach of this Agreement or the Marketing Agreements;

(ii) if the parties shall fail to reform this Agreement as set forth in Section 7 hereof, then this Agreement shall terminate as provided in such section;

(iii) if any Marketing Agreement shall be terminated in accordance with its terms, then this Agreement shall automatically terminate without action of any party; or

(iv) upon the mutual written consent of both parties.

Further, this Agreement shall automatically terminate with respect to the Station or both Stations, as applicable, if Vision Alaska is no longer the FCC licensee for the Station or Stations, or upon sale of the Station or Stations.

(b) During any period prior to the effective date of any termination of this Agreement, Programmer and Vision Alaska agree to cooperate in good faith and to take such commercially reasonable actions as shall be necessary to ensure that Stations’ operations will continue, to the extent reasonably possible, in accordance with the terms of this Agreement, and that the termination of this Agreement is effected in a manner that will minimize, to the extent reasonably possible, any material disruption of the Stations’ ongoing operations.

(c) The terms of this Section 11.2 shall survive any termination of this Agreement, and no expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other as provided in this Agreement or limit or impair any party’s rights to receive payments due and owing or accruing under this Agreement on or before the date of such termination (including Programmer’s obligations under Section 1.5 and Vision Alaska’s obligations under Section 1.4(b)). Termination of this Agreement shall not relieve any party for liability for breach of any provision of this Agreement occurring prior to termination.

11.3 Force Majeure. Any failure or impairment of the Stations’ facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Vision Alaska or Programmer, or for power reduction necessitated by maintenance of other nearby stations, shall not constitute a breach of this Agreement. In the event that any such act or event shall prevent the Stations from operating at full power, Vision Alaska and Programmer shall cooperate and use their commercially reasonable efforts to return the Stations’ operations to full power as soon as practicable. Vision Alaska shall submit and prosecute insurance claims in good faith against its

insurance policies covering the Stations and its facilities in the event of the occurrence of any loss or other covered event under the terms of such policies, and apply any proceeds received on such insurance policies, or remit such proceeds to Programmer to be applied for such purpose, to repair or replace the Stations' facilities.

11.4 Exclusivity. The rights and remedies set forth in this Agreement, including indemnification and termination, together with the rights and remedies set forth in any other written agreement between or among the parties hereto (or their affiliates, including Vision Alaska I, LLC) entered into contemporaneously herewith (collectively, the "Relevant Agreements") shall be the exclusive rights and remedies to which any party may at any time be entitled with respect to the subject matter of this Agreement or any of the Relevant Agreements. No amendment, alteration or repeal of this Agreement, any of the Relevant Agreements or of any provision hereof or thereof shall limit or restrict any right of any party under this Agreement or any of the Relevant Agreements in respect of any action taken or omitted by such party prior to such amendment, alteration or repeal. No right or remedy herein conferred is intended to be exclusive of any other right or remedy under any of the Relevant Agreements, and every other right and remedy under any of the Relevant Agreements shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy under any of the Relevant Agreements..

11.5 Other Agreements. During the term of this Agreement or any renewal hereof, Vision Alaska will not enter into any agreement with any third party that would materially conflict with or result in a material breach of this Agreement by Vision Alaska.

## Section 12. Miscellaneous

12.1 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(i) If to Programmer:

Coastal Television Broadcasting Company LLC  
2665 Strathmore Drive  
Cumming, GA 30041  
Attention: William A. Fielder, III  
Telephone No.: 678.777.8659  
Facsimile No.: 678.947.9061  
Email: bfielder@piedmonttv.com

with a required copy to:

Carlton Fields, P.A.  
One Atlantic Center

1201 W. Peachtree Street, Suite 3000  
Atlanta, Georgia 303095  
Attn: Stephen A. Opler  
Telephone No.: 404.815.3388  
Facsimile No.: 404.815.3415  
Email: [sopler@carltonfields.com](mailto:sopler@carltonfields.com)

(ii) If to Vision Alaska:

c/o Stephen C. Brissette, Esq.  
Wyrick Robbins Yates & Ponton LLP  
4001 Lake Boone Trail, Suite 300  
Raleigh, NC 27607  
Telephone No.: 919.781.4000  
Facsimile No.: 919.781.4865  
Email: [sbrissette@wyrick.com](mailto:sbrissette@wyrick.com)

or to such other address as may have been furnished to Vision Alaska by Programmer or to Programmer by Vision Alaska, as the case may be.

#### 12.2 Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) Neither this Agreement nor any of the rights, interests, or obligations of either party hereunder shall be assigned, encumbered, hypothecated, or otherwise transferred without the prior written consent of the other party, such consent not to be unreasonably withheld, *provided* that, without such consent, either party hereto may collaterally assign its rights, benefits, duties or obligations under this Agreement to its respective lenders. No assignment permitted or consented to under this Agreement shall act as a novation and the assigning party shall not be released from, and shall remain fully liable for, all of its obligations and liabilities under this Agreement. Any assignment in violation of this Agreement shall be null and void *ab initio*. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and no other person shall have any right, benefit or obligation hereunder.

12.3 Entire Agreement. This Agreement (including the schedules and attachments hereto, which are incorporated herein by reference), the Marketing Agreements, any other agreement between or among the parties (or their affiliates and related parties) and dated as of the date hereof, and the documents referred to herein and therein (collectively, the "Transaction Agreements"), embody the entire agreement and understanding of the parties relating to the Stations and the subject matter hereof and thereof. The Transaction Agreements supersede all prior negotiations, letters of intent or other writings between the parties and their respective representatives with respect to the subject matter hereof and thereof.

12.4 Modification. This Agreement cannot be amended, supplemented, or modified except by an agreement in writing that makes specific reference to this Agreement or an agreement

delivered pursuant hereto, as the case may be, and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

12.5 Waivers of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any party hereto to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section.

12.6 Rules of Construction. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references to "party" and "parties" shall be deemed references to parties to this Agreement unless the context shall otherwise require. The term "or" is used in its inclusive sense ("and/or") and, together with the terms "either" and "any" shall not be exclusive. When used in this Agreement, words such as "herein," "hereinafter," "hereby," "hereof," "hereto," "hereunder" and words of similar import shall refer to this Agreement as a whole, and not to any particular provision of this Agreement, unless the context clearly requires otherwise. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

12.7 Choice of Law. This Agreement shall be governed, construed, interpreted and the rights of the parties hereto determined in accordance with the internal laws of the State of Delaware, without giving effect to the principles of conflicts of law of such state.

12.8 No Joint Venture. The Agreement is not intended to be, and shall not be construed as, an agreement to create an employer/employee relationship, an agency relationship, a partnership or a joint venture or any other similar relationship between the parties. Except as otherwise specifically provided in the Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party. All contracts for the sale of commercial advertising, purchase orders, agreements, sales materials and similar documents produced or executed by Programmer shall be executed in the name of Programmer and not in the name of or on behalf of Vision Alaska or the Stations, and Programmer shall not represent that it is the owner or licensee of the Stations. The parties acknowledge and agree that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement although, subject to the preceding sentence, Programmer may make reasonable use of the Stations' call letters, trademarks and other intellectual property during the term hereof as reasonably useful or necessary for its performance relating hereto, subject to such reasonable policies as Vision Alaska shall establish from time to time related to the use thereof by Programmer, which policies shall be communicated in writing to Programmer and shall not be inconsistent with the intent and purposes of this Agreement..

12.9 Duty to Consult. Each party will use commercially reasonable efforts not to take any action that would unreasonably interfere with, threaten or frustrate the other party's purposes or

business activities, and each party will keep such other party informed of, and shall coordinate with such other party regarding, any activities that may have a material effect upon such other party with respect to this Agreement.

12.10 Public Announcement. The parties hereto shall promptly and timely file with the FCC copies of this Agreement and any and all other documentation required by the FCC Requirements. As to any other announcements or press releases, no party hereto shall, and each party hereto shall direct and use reasonable efforts to cause its representatives and agents to not, directly or indirectly, issue any press release or make any public announcement, comment or statement with respect to, or otherwise divulge or disclose the existence of, this Agreement, or the transactions contemplated hereby or the terms, conditions or other aspects of such transactions without prior approval of the other parties hereto (which shall not be unreasonably withheld or delayed), except as and to the extent that such party shall be obligated by law, rule or regulation, in which case the other party hereto shall be so advised and the parties hereto shall use commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued.

12.11 Further Assurances. From time to time after the date hereof, upon the reasonable request of any party hereto, the other party or parties hereto shall take such further action as the requesting party may reasonably request in order to fully effectuate the purposes, terms and conditions of this Agreement.

12.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instruments. Facsimile copies of this Agreement or copies delivered by e-mail in PDF or similar format shall have the same effect as originals. Accordingly, no party hereto shall raise the use of a facsimile machine, e-mail or similar mechanism to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine, e-mail or similar mechanism as a defense to the formation of a contract, and each such party forever waives any such defense.

12.13 Third Party Beneficiaries. All Vision Alaska Indemnified Parties and Programmer Indemnified Parties that are not parties to this Agreement are intended third party beneficiaries of the indemnification provisions set forth in this Agreement. Except as set forth in the preceding sentence, nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the parties and their respective permitted successors and permitted assigns any rights or remedies under or by virtue of this Agreement.

12.14 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any Person by virtue of the authorship of any of the provisions of this Agreement.

12.15 Expenses. All fees and expenses of each party's respective counsel, accountants and other experts incident to the negotiation, drafting and execution of this Agreement and the Transaction Documents, and consummation of the transactions contemplated hereby and thereby shall be paid, reimbursed and/or borne by Programmer.

12.16 Dispute Resolution.



(a) The parties hereto shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. If the dispute is not resolved within forty-five (45) days from a disputing party's notice, either party may initiate arbitration as provided in the following Section 12.16(b).

(b) If the dispute has not been resolved by negotiation within the 45-day period referred to in Section 12(a) above, then upon the written request of either party to the other, such dispute shall be resolved by binding arbitration conducted by a panel of three arbitrators. The United States Arbitration Act, 9 U.S.C. §§ 1-16, and the Commercial Arbitration Rules of the American Arbitration Association ("AAA") shall govern the interpretation, enforcement, and proceedings pursuant to this arbitration clause. Each of Vision Alaska and Programmer shall select an arbitrator, which arbitrators shall, within ten (10) days of their appointment, select a third neutral arbitrator. If a third neutral arbitrator cannot be agreed upon by the other two arbitrators within such time period, then Vision Alaska and Programmer or their attorneys may request the AAA to appoint the third neutral arbitrator. All three arbitrators shall be directed by the parties to set a schedule for determination of such dispute that is reasonable and expeditious under the circumstances. The arbitration will be conducted in Atlanta, Georgia. Prior to the commencement of hearings, each of the three arbitrators shall provide an oath or undertaking of impartiality. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. Regardless of the identity of the prevailing party, the costs, fees and expenses of the arbitrators and the AAA shall be paid solely by Programmer. In addition, regardless of the identity of the prevailing party, Programmer shall pay all reasonable fees and expenses incurred by Vision Alaska, its agents and representatives related to the location of the arbitration in Atlanta, Georgia, including, without limitation, travel to and from Atlanta and lodging expenses.

(c) In the event the parties have not resolved a dispute pursuant to Section 12.16(a), the parties hereby acknowledge and agree that the negotiation shall be deemed in the nature of settlement discussions and that neither the fact that the negotiation took place nor any statement or conduct of any participant in such negotiation shall be admissible into evidence in any subsequent arbitration or other dispute resolution proceeding involving the parties or their affiliates, and any disclosure in any form, including oral, by any person participating in such negotiation shall not operate as a waiver of any privilege, including attorney work product or attorney client privilege. The use of arbitration procedures will not be construed under the doctrine of laches, waiver or estoppel to affect adversely either party's right to assert any claim or defense.

12.17. Certifications. Vision Alaska hereby certifies that it will maintain ultimate control over the Stations' facilities including, specifically, control over station finances, personnel, and programming. Programmer certifies that this Agreement complies with applicable portions of Section 73.3555 of the FCC's rules.

\* \* \* \* \*

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
THE NEXT PAGE IS THE SIGNATURE PAGE]*

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto, by their duly authorized representatives, have executed and delivered this Time Brokerage Agreement as of the date first above written.

COASTAL TELEVISION BROADCASTING COMPANY LLC

By: William A. Felder, II  
Name: WILLIAM A. FELDER, II  
Title: MANAGING MEMBER

VISION ALASKA II, LLC


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto, by their duly authorized representatives, have executed and delivered this Time Brokerage Agreement as of the date first above written.

COASTAL TELEVISION BROADCASTING COMPANY LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VISION ALASKA II, LLC

By:   
Name: STEPHEN C. BRISSETTE  
Title: MANAGER