

TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (this "Agreement") is entered into as of January 1, 2020, by and between Alpine Broadcasting Corporation, a Missouri corporation ("Licensee"), and RM Broadcasting LLC ("Programmer").

RECITALS:

A. Licensee owns and operates certain assets used in connection with the business and operations of radio station KCXL (AM), Liberty, Missouri, FCC Facility Id. No. 1162 (the "Station"), which currently is rebroadcast on FM translators K275BQ and K284CH, both licensed to Kansas City, Missouri and holds certain Federal Communications Commission ("FCC") licenses, permits and other authorizations used in the operation of the Station ("FCC Licenses"). It is hereby acknowledged that said translators are considered secondary services by the FCC and may be subject to substitution, deletion or modification. Other than the complete elimination of rebroadcast by translator, FCC authorized changes will not void this agreement or be cause for rebate or renegotiation.

B. Licensee and Programmer desire to enter into this Agreement pursuant to which Programmer shall provide programming for the Station that is in conformity with the Communications Act of 1934, as amended, and the rules and written policies promulgated or adopted by the FCC (collectively, "FCC Requirements") and all other local, county, state and federal laws and regulations (collectively, with FCC Requirements, "Laws"), the Licensee's policies and procedures, and the provisions hereof.

C. Licensee maintains, and shall continue to maintain during the term of this Agreement, ultimate control over the Station's facilities, including control over the Station's 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 Station Air Time

1.1 Representations. Each party represents to the other that it is legally qualified, empowered, and able to enter into this Agreement and that the execution, delivery, and performance hereof has been authorized by all necessary action on the part of such party and does not and shall not constitute a breach or violation of any material agreement, contract or other obligation to which such party is subject or by which it is bound.

1.2 Term. The period of time (the "Term") during which this Agreement shall be in effect shall commence as of 12:01 a.m., Central Standard Time, on January 1, 2020 (the "Effective Date") and, unless sooner terminated, shall end at 11:59 p.m., Central Standard Time, December 31, 2022.

1.3 Scope.

Time Available For Programmer's Use. Commencing on the Effective Date, Licensee shall make available to Programmer broadcast time on the main analog channel of the Station, between the hours of 6 until 9AM and 6 until 9PM local time (Central). Programmer shall use the broadcast time provided pursuant to this Agreement for the presentation of Programmer's programming (including commercial announcements and related production activities). The Programmer shall originate its programming at Programmer's studio. Programmer shall deliver its programming via internet connection, satellite or similar means to Licensee's studio at Programmer's exclusive cost. Licensee shall not be liable for interruption of programming due to internet or download equipment problems nor sound quality or timing issues caused by internet issues. Subject to Licensee's rights under this Sections 1.3, 2, 3 and 4 of this Agreement, Programmer shall provide its programming for up to forty two (42) hours per week.

1.4 Consideration. Commencing upon the Effective Date and each month thereafter, Programmer shall pay Licensee, in advance, a monthly fee (the "Time Brokerage Fee") as specified in Exhibit A hereto. Additionally, on the Effective Date, Programmer shall deliver to Licensee a deposit in the amount specified in Exhibit A, which deposit shall be applied to the final Time Brokerage Fee to be paid by Programmer pursuant to this Agreement. Programmer shall have no obligation to pay Licensee any additional amount to reimburse Licensee for its expenses in operating the Station. The Time Brokerage Fee shall be due and payable on the first day of each month (or if applicable, partial monthly period) during the term of this Agreement, with the payment for the first month being due upon execution of this Agreement by the Parties. In the event Licensee fails to make the Station's airtime available for the broadcast of programming supplied by Programmer, other than pursuant to Sections 1.3(b), 3.2 and 4.1 of this Agreement, the Time Brokerage Fee shall be reduced on a pro-rata basis to compensate Programmer for such failure.

1.5 Licensee Operation of the Station.

(a) Licensee will have full authority, power, and control over the management and operations of the Station during the term of this Agreement. Licensee shall comply in all material respects with FCC Requirements applicable to the Station. Licensee shall employ and shall be responsible for paying the salaries, payroll costs, insurance and all other related out-of-pocket expenses for its employees at the Station (one of whom shall be a managerial level employee, referred to herein as the "Manager") required to satisfy FCC Requirements; these employees will report to and be accountable to the Licensee. Licensee shall maintain insurance reasonably satisfactory to Programmer covering the Station's transmission facilities.

(b) Licensee shall pay, in a timely fashion, all of the operating expenses that are incurred in the customary operation of the Station, including the (i) salaries and other employee-related costs of the employees of the Licensee, (ii) property taxes and (iii) utility charges.

1.6 Programmer Responsibility.

(a) Programmer shall be solely responsible for any expenses incurred in the production, origination and/or delivery of its Programming and for any publicity or promotional expenses incurred by Programmer, including, without limitation, ASCAP, BMI and SESAC music license fees for all the Programming and all expenses incurred in connection with the sale of advertising time (including sales commissions) during such Programming.

(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 Programming (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 Station's premises, all personnel, whether employed by Licensee or Programmer, shall be subject to the overall supervision of the Licensee's Manager.

(c) Programmer shall not combine or consolidate any of the Station's facilities with those of any other person or entity (including any other radio station), except with the prior written consent of Licensee.

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

Section 2. Station Obligation to Its Community of License

2.1 Licensee Authority. Notwithstanding any other provision of this Agreement, Programmer recognizes that Licensee has certain obligations to broadcast programming to meet the needs and interests of listeners in Liberty, Missouri, the Station's community of license, and the surrounding service area (the "Market"). Nothing in this Agreement shall abrogate the unrestricted authority of the Licensee to discharge its obligations to the public and to comply with FCC Requirements.

2.2 Additional Licensee Obligations. Although both parties shall cooperate in the broadcast of emergency information over the Main Channel, Licensee shall also retain the right to interrupt Programmer's 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. Licensee shall also coordinate with Programmer the Station's hourly Station identification (*i.e.*, Programmer shall broadcast all required station identification announcements in form and content approved by Licensee with respect to the Station in full compliance with FCC Requirements) and any other announcements required to be aired by FCC Requirements. Licensee 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 Station's quarterly issues and program lists. Programmer shall promptly provide Licensee with such information concerning Programmer's programs and advertising as is necessary to assist Licensee in the preparation of such information and shall promptly provide Licensee with all documents Programmer receives that are required to be placed in the Station's political or public inspection files. Licensee shall also receive and respond to telephone inquiries, and control and oversee any remote control point for the Station. Programmer will cooperate with and assist Licensee 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 local, county, state or federal governmental authority (collectively, "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 the Licensee or the Station. The programming selected by Programmer or at its discretion 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 on a regular basis with the Manager in order to help formalize Licensee's oversight over Programmer's activities at the Station.

3.2 Licensee Control of Programming. The Licensee 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 the Licensee determines reasonably and in good faith would be contrary to FCC Requirements or any other applicable Law. Licensees shall give Programmer as much written advance notice as reasonably possible and the justification therefor concurrently therewith or as soon thereafter as reasonably possible.

3.3 Programmer Compliance with Copyright Act. Programmer represents and warrants to Licensee that Programmer has full authority to broadcast its programming on the Station and covenants that Programmer shall not broadcast any material in violation of the United States Copyright Act of 1976. 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. The right to use the programming supplied by Programmer and to authorize its use in any manner shall be and remain vested in Programmer.

3.4 Sales. Programmer shall retain all revenues arising from the broadcast of its programming over the Main Channel, including all revenues received from any network, distributor or program supplier with respect to affiliation or use of programming on the Main Channel, all revenues from the sale of advertising time within the programming broadcast on the Main Channel. Programmer shall be responsible for payment of 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 Licensee.

3.5 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, whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, in violation of any Law.

3.6 Cooperation on Programming. Programmer and Licensee mutually acknowledge their interest in ensuring that the Station serves the needs and interests of listeners in the Market and agree to cooperate to provide such service. Licensee shall, on a regular basis, assess the issues of concern to residents of the Market and ensure that programming aired on the Station addresses those issues in its public service programming. Programmer, in cooperation with Licensee, will endeavor to ensure that programming responsive to the needs and interests of the Market is broadcast, in compliance with FCC Requirements, and will assist Licensee, if requested, in the production of Licensee-provided programming. Licensee will describe those issues and the programming that is broadcast in response to those issues in the quarterly issues/programs lists that Licensee will prepare pursuant to Section 2.2. Licensee may request, and Programmer shall provide, information concerning Programmer's programs that are responsive to community issues so as to assist Licensee in the satisfaction of its public service programming obligations. Programmer shall also provide Licensee upon request such

other information necessary to enable Licensee to prepare records and reports required by the FCC or other Governmental Authorities.

Section 4. Billing; Records and Correspondence.

Programmer shall keep written records relating to the sale of commercial advertising on the Main Channel and the programming consistent with Programmer's past practices. Each party hereto and its authorized 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 to permit such party to comply with its reporting compliance requirements, *provided*, that such examination and investigation shall be at the requesting party's cost and expense and shall be during normal business hours. Access to such records shall be provided during the Term and two years thereafter.

Section 5. Indemnification and Survival.

5.1 Losses. For purposes of this Section, "Losses" are defined as all demands, losses, liabilities, causes of action, suits in equity, assessments, damages, fines, taxes, penalties, reasonable costs and expenses, including reasonable expenses of investigation, and reasonable fees and disbursements of counsel, accountants and other experts).

5.2 Programmer's Indemnification. Programmer shall indemnify and hold harmless reciprocal agreement Licensee from and against any and all Losses resulting from (i) Programmer's breach of any representation, warranty, covenant or agreement contained in this Agreement, or (ii) any action taken by Programmer or its employees and agents with respect to the Station, or any failure by Programmer or its employees and agents to take any action while having a obligation to act hereunder with respect to the Station, 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 Station.

5.3 Licensee's Indemnification. Licensee shall indemnify and hold harmless Programmer from and against any and all Losses resulting from (i) Licensee's breach of any representation, warranty, covenant or agreement contained in this Agreement, or (ii) any action taken by Licensee or its employees and agents with respect to the Station, or any failure by Licensee or its employees and agents to take any action while having an obligation to act with respect to the Station, including Losses relating to violations of FCC Requirements by Licensee, and slander, defamation or other claims relating to programming provided by Licensee.

5.4 Procedures. In the event that any party hereto shall sustain or incur any Losses in respect of which indemnification may be sought by such party, the Party seeking such indemnification (the "Claimant") shall assert a claim for indemnification by giving prompt notice thereof (a "Claim Notice"), which shall describe in reasonable detail the facts and circumstances upon which the asserted claim for indemnification is based, along with a copy of the claim or complaint, to the Party providing indemnification (the "Indemnitor"); *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 prejudiced by such failure.

(a) Upon the receipt of such Claim Notice, the Indemnitor shall have the right to

undertake (at its own expense), by counsel or representatives of its own choosing, the good faith defense, compromise or settlement to be undertaken on behalf of the Claimant and shall keep the Claimant reasonably informed with respect thereto, *provided*, that the Indemnitor unconditionally agrees in writing that it shall provide indemnity to the Claimant for all Losses relating to the claim disclosed in the Claim Notice. Indemnity for such Losses shall not be deemed an admission of liability on the part of the Indemnitor as against any such third party. If the Indemnitor elects to undertake such defense by its own counsel or representatives, the Indemnitor shall give notice to the Claimant within thirty (30) days of its receipt of the Claim Notice. Notwithstanding the foregoing, the Indemnitor may not assume or control the defense if the named parties to the action giving rise to the Claim Notice (including any impleaded parties) include both the Indemnitor and the Claimant and representation of both Parties by the same counsel would be inappropriate (based on a written opinion of outside counsel) due to actual or potential differing interests between them, in which case the Claimant shall have the right to defend the action and to employ counsel reasonably approved by the Indemnitor, and, to the extent the matter is determined to be subject to indemnification hereunder, the Indemnitor shall reimburse the Claimant for all reasonable costs associated with such defense.

(b) The Claimant shall cooperate with the Indemnitor in such defense and provide the Indemnitor with all information and assistance reasonably necessary to permit the Indemnitor to settle and/or defend any such claim. Except as otherwise provided in the last sentence of Section 6.4 (a), the Claimant may retain counsel (at the Claimant's expense) to monitor or participate in the defense of such claim, but the Indemnitor shall be entitled to control the defense unless the Claimant unconditionally agrees in writing to relieve the Indemnitor from liability with respect to the particular matter. The Indemnitor shall have the right in good faith to settle or compromise any such claim, provided that at least ten (10) days prior notice of such settlement or compromise is given to the Claimant. Notwithstanding the foregoing, in connection with any such settlement or compromise negotiated by the Indemnitor, no Claimant shall be required by an Indemnitor to (i) enter into any settlement that does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Claimant of a release from all liability in respect of such claim or litigation, or (ii) enter into any settlement that attributes by its terms any non-indemnified liability to the Claimant.

(c) If an Indemnitor fails, within thirty (30) days after the date of the Claim Notice, to give notice to the Claimant of such Indemnitor's election to assume the defense thereof, the Indemnitor shall be bound by any determination made in such action or any compromise or settlement thereof effected by the Claimant and shall reimburse the Claimant for all Losses (including reasonable attorneys' fees) incurred by the Claimant; *provided, however*, that the Claimant shall keep the Indemnitor advised on a timely basis of significant developments with respect to such defense and permit the Indemnitor to participate, at its own election and expense, at any time, in the defense thereof.

5.5 Survival of Obligations. Any Claim Notice must be made not later than the first anniversary of end of the Term of this Agreement. With respect to any such timely Claim Notice, the indemnification obligations of Licensee and Programmer shall survive any termination or expiration of this Agreement.

5.6 Time Brokerage Challenge. If this Agreement is challenged at the FCC, counsel for the Licensee and counsel for the Programmer shall jointly defend the Agreement and the parties' performance hereunder throughout all FCC proceedings, with each party being liable for its own fees and expenses incurred in connection with such defense. If portions of this Agreement do not receive the approval of the FCC staff, then the parties shall use their reasonable best efforts and negotiate in

good faith to reform or modify this Agreement as necessary to satisfy the FCC staff's concerns while preserving, to the maximum extent possible, the intent of the parties and the economic and other benefits of the Agreement, or at Programmer's option and expense, seek reversal of the FCC staff's decision and approval from the full FCC or a court of law. If the FCC initiates any revocation or other proceeding with respect to the authorizations issued to Licensee for the operation of the Station as a result of a challenge of this Agreement at the FCC, then Licensee shall, at its cost and expense, use its diligent, reasonable best efforts to contest such action. Programmer shall cooperate and comply, at its cost and expense, with any reasonable request of Licensee to assemble and provide to the FCC information relating to Programmer's performance under this Agreement.

5.7 Insurance. Programmer and Licensee each shall carry insurance policies covering broadcasters' liability (including libel, slander, invasion of privacy), general liability, blanket crime, property damage, and automobile liability are maintained with respect to the operations of the Station, in such forms and amounts as they 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. Each such policy of either party shall provide for notice to the other party prior to cancellation thereof. Upon request, each party shall provide the other with certificates evidencing such insurance, and shall further provide certificates evidencing renewal thereof prior to the expiration of such policies. Each party shall maintain workers' compensation insurance and such other insurance policies as it shall reasonably determine as being appropriate to cover its own employees.

Section 6. Communications; Political Advertising and Handling of Communications

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

6.2 Political Advertising. Programmer shall cooperate with Licensee to assist Licensee in complying with FCC Requirements regarding political broadcasting and the Bipartisan Campaign Reform Act of 2002 ("BCRA"). 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 Requirements, including the lowest unit rate, equal opportunities, reasonable access, political file, and related requirements. Licensee, 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 Licensee in its compliance with the political broadcasting requirements of FCC Requirements and BCRA, then, in Licensee's sole discretion, Programmer shall either provide rebates to political advertisers or release broadcast time and/or advertising availabilities to Licensee at no cost to Licensee.

Section 7. Termination and Remedies Upon Default

7.1 Termination.

(a) In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below by notice to the other if the party seeking to terminate is not then in material breach hereof, upon the occurrence of any of the following:

(i) By either party, subject to the provisions of Sections 6.6 and 9.6, if this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(ii) By Licensee if the Programmer fails to pay any monthly Time Brokerage Fee by the fifteenth (15th) day after the date Licensee provides notice to Programmer such payment is due;

(iii) By either party if the other party is in material breach of its obligations under this Agreement and has failed to cure such breach within thirty (30) days of notice from the non-breaching party;

(iv) By both parties if they mutually consent to termination; or

(v) By either party if there has been a material change in FCC Requirements that would cause this Agreement to be in violation thereof; such change is in effect and not the subject of an appeal or further administrative review; and this Agreement cannot be reformed, in a manner acceptable to Programmer and Licensee, to remove and/or eliminate the violation.

(vi) By Licensee if given notice by legal authority that Licensee must register as a foreign agent to continue running the programming of Programmer.

(b) During any period prior to the effective date of any termination of this Agreement (the "Termination Date"), Programmer and Licensee agree to cooperate in good faith and to take such commercially reasonable actions as shall be necessary to ensure that Station's 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 Station's ongoing operations.

7.2 Force Majeure. Any failure or impairment of the Station's 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 strikes, lockouts, material or labor restrictions by any Governmental Authority, civil riot, floods and any other cause not reasonably within the control of Licensee 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 Station from operating at full power, (i) Licensee and Programmer shall cooperate and use their commercially reasonable efforts to return the Station's operations to full power as soon as practicable; (ii) during such time period as the Station shall be operating at less than 75%, but more than 25%, of full power, Programmer shall be liable for only one-half of the Time Brokerage Fees attributable to the period of such reduced power operation (prorated based on the number of hours in the applicable month that Station is operating in such manner); and (iii) during such time period as the Station shall be

operating at 25% or less of full power, Programmer shall not be liable for any Time Brokerage Fees attributable to the period of such reduced power operation (prorated based on the number of hours in the applicable month that Station is operating in such manner). Licensee shall submit and prosecute insurance claims in good faith against its insurance policies covering the Station 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 Station's facilities.

7.3 Other Agreements. During the term of this Agreement or any renewal hereof, Licensee 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 Licensee.

Section 8. Miscellaneous

8.1 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, delivered by personal delivery, or sent by commercial express delivery service or certified mail, return receipt requested, (ii) deemed to have been given on the date of actual receipt, which may be conclusively evidenced by the date set forth in the records of any commercial express delivery service or on the return receipt, and (iii) addressed to the recipient at the address specified below, or with respect to any party, to any other address that such party may from time to time designate in a writing delivered in accordance with this Section 10.1

If to Licensee:

Alpine Broadcasting Corporation
310 S. LaFrenz Road
Liberty, Missouri 64068
Attn: Peter Schartel

with a copy (which shall not constitute notice) to:

Matthew H. McCormick, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Arlington, Virginia 22209

If to Programmer:

RM Broadcasting LLC
101 Wwaters Edge Drive
Jupiter, FL 33477
Attn: Arnold Ferolito

8.2 Assignment. Programmer may not assign this Agreement or any of the rights, interest or obligations hereunder without the prior written consent of Licensee, which may be withheld for any or no reason. Licensee, upon notice to Programmer, may assign this Agreement and all rights, interest or obligations hereunder in connection with any assignment of the Station to another party or transfer of the stock of Licensee. 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.

8.3 Entire Agreement. This Agreement (including the Exhibits hereto, which are incorporated herein by reference) and the documents referred to herein and therein (the “Transaction Agreements”), embody the entire agreement and understanding of the parties relating to the Station. 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 thereof. 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.

8.4 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 10.4.

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

8.6 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that the FCC alters or modifies its rules, regulations, or policies in a fashion which would raise substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with all then-existing FCC rules, regulations, and policies which may be applicable, while attempting to preserve, as closely as possible, the intent of the parties and economic benefits and burdens as embodied in the provision of this Agreement which is to be so modified.

8.7 No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between the Licensee and the Programmer.

8.8 Duty to Consult. Each party will use its reasonable best 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.

8.9 Public Announcement. The parties hereto shall place a copy of this Agreement in the Station’s Public Inspection File and Licensee, if so required, may file an executed copy of this Agreement with the FCC. 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.

8.10 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.

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

8.12 FCC Certification. Licensee hereby certifies that it shall maintain ultimate control over the Station's facilities, including control over the Station's finances, personnel and programming. Programmer hereby certifies that its entry into this Agreement complies with the provisions of Section 73.3555(b) and (c) of the FCC's Rules.

10.13 Non-Discrimination. Broker hereby certifies consistent with Paragraphs 49 and 50 of Federal Communications Commission Report and Order No. FCC 07-217 and with related FCC Third Erratum No. 10-49, that Broker shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Broker shall include a clause to such effect in all contracts for advertising on the Station. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and shall provide Licensee with written confirmation of compliance with such requirement.

[END OF PAGE. SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the date first above written.

LICENSEE:

ALPINE BROADCASTING CORPORATION, INC.

By:_____

Name: Peter Schartel

Title: President

PROGRAMMER:

RM BROADCASTING LLC

By:_____

Name: Arnold Ferolito

Title: President