

COOPERATION AGREEMENT

This Agreement is made and entered into this _____ day of July, 2010, between **SUSQUEHANNA RADIO CORP.** (“Susquehanna”), **HORIZON CHRISTIAN FELLOWSHIP** (“Horizon”) and **ALPINE BROADCASTING CORPORATION** (“Alpine”).

Recitals

A. Alpine is the licensee of FM translator Station K273BE, Richmond, Missouri, FCC Facility ID 149132 (“Alpine Translator”).

B. Pending before the Federal Communications Commission (“FCC”) is an application (File No. BPFT-20100422ADT – herein: “Current Alpine Modification Application”) to relocate the Alpine Translator to FCC Antenna Structure No. 1007013;

C. Horizon is the licensee of FM translator Station K274BR, Bonner Springs, Kansas, FCC Facility ID 143354 (“Susquehanna Translator”). Horizon proposes to sell K274BR to Susquehanna.

D. The Current Alpine Modification Application prevents Susquehanna from making certain modifications to the Susquehanna Translator. Alpine intends to amend the Current Alpine Modification Application to specify operation on FM Channel 275 and propose the use of a directional antenna which shall be a Nicom BLD1/P single bay dipole, oriented so as to achieve all required interference protections, or any other directional antenna achieving the same result to protect the Susquehanna Modification Application (“K273BE Amendment”).

E. Susquehanna and Horizon intend to file an application to modify the Susquehanna Translator to operate on FM Channel 273 (102.5 MHz) from a transmitter site on FCC Antenna Structure Number 1064715 at the following coordinates: North Latitude 39° 01’ 20”; West Longitude 94° 30’ 49” [North American Datum (“NAD”) 1927] with center of radiation (“COR”) at 621 meters above mean sea level (“AMSL”) and effective radiated power (“ERP”) of 250 Watts, using a non-directional Shively 6014-1/3 panel antenna diplexed with the antenna of FM Translator K279BI, Kansas City, Missouri (FCC Facility ID 144473) (“Susquehanna Modification Application”).

F. Acceptance of the Susquehanna Modification Application is precluded by two applications filed by Edgewater Broadcasting, Inc. (“Edgewater Applications”) *i.e.*, FCC File No. BNPFT-20030317FXX for a construction permit for a new FM Translator on Channel 273 at Kansas City, Missouri, and File No. BNPFT-20030317FWW for a construction permit for a new FM Translator on Channel 273 at Cameron, Missouri;

G. Alpine intends to further modify the authorization for the Alpine Translator after the grant of the amended Current Alpine Modification Application and the filing of the license application by filing a second application (“Final Alpine Modification Application”) to operate the Alpine Translator from a transmitter site (“Final Site”) at the following coordinates: North Latitude 39° 05’ 26.0”; West Longitude 94° 28’ 18.0 [NAD 1927] [FCC Antenna Structure No. 1211744] on Channel 275 with 250 Watts ERP and antenna COR at 544 meters AMSL [275 meters above ground level] (or at

another transmitter site and with operating parameters that will protect the Susquehanna Modification Application, through the use of a Request for Waiver of Title 47 C.F.R. § 73.1204(d) (Second Adjacent Channel Given Interference); and

H. Susquehanna and Horizon desire to cooperate with Alpine to permit the grant and implementation of the Final Alpine Modification Application.

Obligations of the Parties

NOW, THEREFORE, for good and valuable consideration, Susquehanna and Alpine hereby agree as follows:

1. **Amendment of Alpine Application/Filing Susquehanna Modification Application/Timing.** Within 5 business days from the date of this Agreement, Susquehanna will prepare the K273BE Amendment. Within five (5) business days from the date of this Agreement, Susquehanna will upload the K273BE Amendment to _____ for review by Alpine and its technical consultants. Assuming Alpine is reasonably satisfied with the K273BE Amendment, Alpine will file the K273BE Amendment simultaneous with the filing (by Horizon or its Successors) of the Susquehanna Modification Application, within two (2) business days after receiving the draft K273BE Amendment. The K273BE Amendment and the Susquehanna Modification Application shall each include a copy of this Agreement (redacted to obscure financial and confidential terms), shall state that the K273BE Amendment and the Susquehanna Modification Application are filed pursuant to Title 47 CFR § 73.3517 and should be processed as set out in that rule “the Contingent Applications”). If the K273BE Amendment is dismissed or denied, or if the FCC requests correction of a deficiency, Alpine agrees to use reasonable efforts to resolve the deficiencies in a manner that does not diminish the benefit of this Agreement for Susquehanna and to re-file the K273BE Amendment, if necessary.

Once the K273BE permit is granted by Final Order, Alpine shall construct the facilities authorized thereby and file a license to cover application as soon as practicable, but in not event later than two (2) months after such finality.

For the purposes of this Agreement, a “Final Order” shall mean an action of the FCC that is no longer subject to reconsideration, review, or appeal under applicable law before the FCC (including on the FCC’s own motion) or before any court. If the Susquehanna Modification Application and the K273BE Amendment cannot be granted within 2 years from the date of filing, then either party can dismiss their respective application. Susquehanna agrees that Alpine shall not be required to file any applications other than the K273BE Amendment (as possibly further amended as set forth above) to effectuate this Agreement.

2. **Mutual Support Obligation.** Alpine, Susquehanna and Horizon each agree that it will support and not file with the FCC any objection to the K273BE Amendment or to a request for Special Temporary Authority, if needed, to the Susquehanna Modification Application, or to the subsequent application for licenses to cover the construction permits issued upon a grant of the K273BE Amendment, Susquehanna Modification Application and will bind its successors and assigns, to the extent permitted by law, to assume this obligation. Likewise, Susquehanna and Horizon each agree that it will support and not file with the FCC any comments, complaints or objections relative to the K273BE Amendment or to the Final Alpine Modification Application at the Final Site and with the facilities proposed in Recital G above and will bind its successors and assigns, to the extent permitted by law, to assume this obligation. In the event Alpine cannot secure use of the antenna structure at the Final Site proposed in Recital G above, it will notify Susquehanna and Horizon of such fact and will specify in the Final Alpine Modification Application a different site which will continue to protect the parameters specified in the Susquehanna Modification Application as specified in Recital E, above. Upon such specification, the different antenna structure shall be deemed the Final Site. The obligations of Susquehanna, Horizon and Alpine under Section 3 of this agreement is not contingent on positive FCC action on any of the applications referenced in this Section 2.

3. **Consideration.** Simultaneous with the filing of the Contingent Applications, Susquehanna shall deliver to Alpine the sum of
via wire transfer which sum is to compensate Alpine the obligations assumed by Alpine hereunder.

4. **Responsibility for Costs.** Except as provided in Sections 2, 3 and 6 hereof, each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Horizon will not be expected to incur any costs with respect to the filing of the Susquehanna Modification Application and the K273BE Amendment.

5. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto.

6. **Specific Performance.** If either party breaches its obligations under this Agreement, the other party shall each have the right to seek injunctive relief and/or specific performance. The breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy. In any action to enforce this Agreement, the losing party shall pay the costs and attorneys fees of the prevailing party.

7. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties hereto at the time of execution and delivery hereof with respect to the subject matter hereof and may not be amended except by written amendment signed by both parties. All prior agreements between the parties with respect to the subject matter hereof shall be of no further force or effect. The undersigned each represent and warrant that each has the requisite authority to bind their respective parties to the terms and obligations of this Agreement.

8. **Counterparts.** This Agreement may be signed in counterparts and by facsimile with the same effect as if the signature on each counterpart were on the same instrument.

9. **Construction.** This Agreement shall be governed and construed according to the substantive law of the State of Missouri, without regard to choice of laws principles.

10. **Notices.** All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given on the next business day if sent by facsimile or overnight delivery, and on the third (3rd) business day if sent by registered or certified mail, postage prepaid, addressed as follows:

(a) If to Susquehanna: Richard Denning, Esq.
Vice President/Secretary/General Counsel
Susquehanna Radio Corp.
3280 Peachtree Road, NW
Suite 2300
Atlanta, GA 30305
Fax-404-260-6877

(b) with copy to: Mark N. Lipp, Esq.
Wiley Rein LLP
1776 K Street, NW
Washington DC 20006
Fax-202-719-7049

(c) If to Alpine: Mr. Peter E. Schartel
President
Alpine Broadcasting Corporation
310 S. La Frenz Road
Liberty, MO 64068

(d) with copy to: Gary S. Smithwick, Esq.
Smithwick & Belendiuk, P.C.
5028 Wisconsin Avenue, NW
Suite 301
Washington, DC 20016
Fax-202-363-4266

(c) If to Horizon: JOHN A LAUDADIO
210 N UNIVERSITY DR, SUITE 404
ORLAND SPRINGS, FL 33071

(d) with a copy to

Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Kathleen Victory, Esq.

(The rest of this page is left intentionally blank)

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

SUSQUEHANNA RADIO CORP.

By: Richard S. Jenney
Vice President/Secretary

HORIZON CHRISTIAN FELLOWSHIP

By: _____

ALPINE BROADCASTING CORPORATION

By: _____
President

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

SUSQUEHANNA RADIO CORP.

By: _____
Vice President/Secretary

HORIZON CHRISTIAN FELLOWSHIP

By:  _____
JOHN A LAUDADIO, CFO

ALPINE BROADCASTING CORPORATION

By: _____
President

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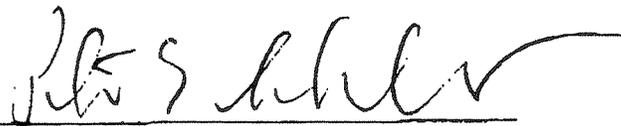
SUSQUEHANNA RADIO CORP.

By: _____
Vice President/Secretary

HORIZON CHRISTIAN FELLOWSHIP

By: _____

ALPINE BROADCASTING CORPORATION

By: 

President