

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this "Agreement"), dated as of August __, 2012, is made and entered into by and between Wright Communications, LLLP, a Missouri limited liability limited partnership ("Licensee"), and Zimmer Radio of Mid-Missouri, Inc., a Missouri corporation ("Broker").

WHEREAS, Licensee is authorized to operate radio stations KZWV(FM), Eldon, Missouri (FCC Facility ID No. 165951) (the "Station");

WHEREAS, Licensee has entered into that certain Letter of Intent (the "LOI") with Broker, pursuant to which Licensee and Broker are negotiating the terms of an agreement (the "Definitive Agreement") pursuant to which Broker may purchase from Licensee certain assets used by Licensee in the operation of the Station (the "Contemplated Transaction");

WHEREAS, Licensee desires to make available to Broker substantially all of the broadcasting time on the Station under the terms and conditions set forth below and in accordance with the rules and regulations of the Federal Communications Commission ("FCC"); and

WHEREAS, Broker is engaged in the business of radio broadcasting and desires to avail itself of the Station's available broadcast time.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, Broker and Licensee agree as follows:

1. Commencement Date and Facilities. Commencing 12:01 a.m. Central Time on September 1, 2012 (the "Operational Commencement Date"), Licensee shall broadcast, or cause to be broadcast, over the Station transmission facilities, certain programming, consisting of programs, announcements and advertising (the "Programming"), originating by Broker, in compliance with the provisions of Section 4(a) of this Agreement. Broker shall deliver the Programming to Licensee's transmitting facilities at Broker's exclusive cost, by means reasonably acceptable to Licensee. The period from the Operational Commencement Date to the termination of this Agreement is the "Operating Period."

2. Term. This Agreement is effective as of the date hereof ("Effective Date") and, unless sooner terminated, extended or renewed as hereinafter provided, shall end upon the earlier of (a) the closing date of the Contemplated Transaction; or (b) termination of the Definitive Agreement for the Contemplated Transaction. If Licensee and Broker do not enter into a Definitive Agreement in accordance with the terms of the LOI, this Agreement may be terminated ninety (90) days after either Licensee or Broker give written notice to the other of its intent to terminate. The period from the Effective Date to the termination of this Agreement is the "Term."

3. Payments by Broker. In consideration of the air time made available to Broker as provided in this Agreement, Broker shall reimburse Licensee for certain operating costs of the Station as set forth in Appendix A attached hereto and incorporated herein by reference. Subject to such reimbursement, Licensee shall pay in a timely manner the following costs of the Station: (i) rents, utilities, insurance and maintenance costs relating to the Station's tower and transmitter site facilities; (ii) Licensee's operating expenses, including telephone, sale or delivery and postal service expenses relating to the Station; (iii) the salaries, payroll taxes, insurance, health benefits and related costs of personnel employed by Licensee in the operation of the Station after the Operational Commencement Date; and (iv) income, gross receipts, sales, personal property, excise or any other taxes of any nature whatsoever pertaining to the Station's transmitter facilities and costs related to the production and broadcast of material supplied by Licensee pursuant to Section 4(b) of this Agreement ("Licensee Programming").

4. Programs.

(a) Subject to Licensee's ultimate control and supervision, during the Operating Period, Broker shall furnish or cause to be furnished, at its own cost, material in broadcast-ready form for broadcast on the Station pursuant to this Agreement at all times other than the times of the Licensee Programming, and shall be responsible for implementing its transmission by the Station, utilizing assets owned by Licensee to the extent necessary. All such Broker programs shall accord with the Communications Act of 1934, as amended (as so amended, the "Act"), and all other applicable statutes and Federal Communications Commission ("FCC") rules, policies and requirements. All rights, including, without limitation, all ownership rights and rights of use, relating to the Programming shall belong exclusively to Broker, and Licensee shall have no rights of any kind in or to such programs and hereby disclaims all rights thereto. Broker shall be solely responsible for all costs associated with the production, delivery and implementation of the Programming.

(b) Licensee reserves the following periods to present Licensee Programming: Sunday mornings from 6:00 a.m. to 8 a.m. Upon reasonable notice from Licensee, Broker instead of Licensee shall program those hours.

5. License to Use Studio Facilities. Broker is hereby granted a limited license to utilize Licensee's building housing the Station's studio facilities (the "Premises") during the Operating Period, subject to Licensee's continuing control over the Premises as provided elsewhere hereunder. Broker shall not make any material physical improvements or changes to the Premises without the prior written consent of the Licensee, which consent shall not be unreasonably denied or delayed; provided, however, that Broker shall, subject to Licensee's approval, provide, install and maintain, at its own cost, any additional equipment necessary for the receipt of its Programming by the Station, including, but not limited to, satellite receivers, network terminal, control and monitoring and server equipment. Title to any equipment installed on the Premises by Broker shall remain with Broker. Broker does not assume, and shall not be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated by this Agreement, any liabilities, obligations or commitments of the Licensee of

any nature whatsoever, regardless of whether they arise from or relate to the ownership, operations or business of the Station. This Agreement shall not constitute an assignment of any contract or lease to which the Licensee is a party, including, without limitation, any studio or tower leases. Consistent with this Agreement, Licensee shall continue to perform all of its obligations under all contracts, leases and other agreements in a timely manner and otherwise keep all such contracts and leases in full force and effect.

6. Employment.

(a) It is hereby agreed that at a minimum, Licensee will employ at least two employees at the main studio of the Station in compliance with the FCC's rules and regulations. Licensee shall employ a Manager and such other personnel as are necessary to fulfill Licensee's obligations under this Agreement and the rules and regulations of the FCC. One of Licensee's employees shall have managerial control over and direct the Licensee's day-to-day operations at the Station. Licensee's employees shall report to and be accountable to Licensee. Broker shall have no control or right of review whatsoever over any decision by Licensee to hire or to dismiss any employee of Licensee. Licensee shall be responsible for the salaries, taxes, insurance, severance, bonuses and other benefits or obligations due or payable to all employees of Licensee.

(b) Broker shall employ and shall be solely responsible for salaries, taxes, insurance, severance, bonuses, and other benefits or obligations due or payable to: (i) all personnel used in the production, delivery or implementation of the Programming hereunder or necessary to fulfill Broker's obligations hereunder; and (ii) all employees of Broker. Broker's employees shall be solely accountable to Broker.

7. Handling of Mail and Public File. Licensee's employees shall handle all mail, cables, telecopies or other written correspondence received at the Station's main studio. To the extent that Licensee receives any correspondence in connection with the Programming, Licensee shall promptly notify Broker in writing and deliver a copy of any such written communications. To the extent that Broker receives or handles mail or telephone calls in connection with any material broadcast over the Station during the Term, Broker promptly shall advise Licensee, in writing, of any public or FCC complaint or inquiry concerning the Programming or the Licensee Programming. Broker also shall deliver to Licensee copies of all operating and programming information relating to Broker necessary to maintain the public file and other records required to be kept by FCC regulations, rules and policies. During the Term, Broker, as to the Programming, also shall maintain and deliver to the Station and Licensee such records and information required by the FCC to be placed in the public inspection file of the Station relating to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the FCC's rules, and pertaining to the broadcast of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules. Broker also shall consult with Licensee concerning the Programming to ensure that the Station is compliant with the Act and all other applicable statutes and the rules, regulations and policies of the FCC, as announced from time to time, with respect to the carriage of political advertisements and programming

(including, without limitation, the rights of candidates and, as appropriate, others to "equal opportunities", and with respect to candidates for federal offices, "reasonable access") and the charges permitted therefor. Broker shall provide to the Station such documentation relating to the Programming as Licensee reasonably shall request. In particular, and without limitation, Broker shall immediately provide to Licensee complete records of all requests for broadcast time made by or on behalf of any candidate for public office, together with information concerning the disposition of such requests and the charges made. Licensee shall be responsible for providing the personnel necessary to maintain a complete public file (as required by the FCC) and to compile and file all required quarterly issues/programs lists for the Station.

8. Maintenance of Equipment.

(a) The transmitter equipment and antennas used for the Station's broadcasts owned by Licensee (the "Transmission Equipment") shall be maintained by Licensee, with the cooperation of Broker, in a condition consistent with good engineering practices and in compliance in all material respects with the Act and all other applicable rules, regulations and technical standards of the FCC. Licensee shall maintain power and modulation of the Station broadcasts in a manner consistent with Licensee's past practices.

(b) All equipment necessary for the delivery of the Programming to the Station shall be paid for and/or maintained by Broker in a condition consistent with good engineering practices and in compliance in all material respects with the Act and all other applicable rules, regulations and technical standards of the FCC.

9. Responsibility for Production Expenses. Broker shall pay for all costs associated with producing, providing and delivering the Programming and sale of radio time, all fees to ASCAP, BMI and SESAC and any other music licensing organization, attributable to the Programming and any other copyright fees attributable to the Programming. Broker shall pay any costs associated with any affiliation with any network.

10. Control of the Station. During the Term, Licensee shall retain ultimate control over the Station's technical facilities and Broker agrees that Licensee shall be entitled to take any and all steps necessary to maintain such control continuously throughout the Term. Licensee and Broker acknowledge and agree that Licensee's responsibility to retain control is an essential element of the continuing validity and legality of this Agreement. Licensee shall retain ultimate control, said control to be reasonably exercised, over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, and the right to take any other actions necessary to comply with the laws of the United States and the rules, regulations and policies of the FCC. Licensee shall maintain its main studio in compliance with the FCC's rules and regulations and Broker shall take such actions as Licensee may reasonably request to ensure such requirements are met. Broker shall not represent, warrant or hold itself out as the Station's owner. Broker shall sell all advertising time and enter into all agreements in its own name. Licensee reserves the right to refuse to broadcast any program or programs containing matter which is, or, in the reasonable

opinion of Licensee may be, violative of any right, law, or governmental rule, regulation or policy.

11. Payola. Broker agrees that it will not accept any consideration, compensation or gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Broker 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 the Act and FCC requirements. Broker agrees to annually, or more frequently at the request of the Licensee, execute and provide Licensee with a Payola Affidavit, substantially in the form attached hereto as Appendix B.

12. Special Events. Licensee has the right to reject any of the Programming and to substitute on a temporary basis a program that, in the reasonable opinion of Licensee, is of greater local or national importance. Licensee confirms that no Programming shall be rejected on the basis of Programming performance or ratings, advertiser reaction or the availability of alternative programming (including, but not limited to, sporting events or paid programming) that Licensee believes to be more profitable or more attractive. In the event of such rejection and substitution, Licensee shall give Broker written notice of such rejection and substitution, and the reasons therefor, in advance of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause of any lesser notice).

13. Force Majeure. Any failure or impairment (*i.e.*, failure to broadcast at Station's full authorized power) of facilities or any delay or interruption in broadcast programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to any acts of God, strikes or threats thereof or *force majeure* or due to any other causes beyond the reasonable control of Licensee or Broker shall not constitute a breach of this Agreement. Licensee or Broker, as the case may be, will not be liable to the other party for such failure, impairment, delay or interruption provided such party uses reasonable diligence to correct the cause of the problem as soon as is reasonably possible. In no event shall Licensee have any liability to Broker for loss of broadcast time arising from a failure of any Broker equipment used in connection with the presentation or broadcast of the Programming on the Station. Nor shall Broker shall be entitled to a credit against the compensation due to Licensee on Appendix A arising from a failure of any Broker equipment.

14. Station's IDs and Identifiers. Licensee hereby grants to Broker, during the Operating Period, a license to use the call letters "KZ WV" and other identifiers as are currently used or in the future may be used by the Station (the "Station's Licensed Identifiers") in connection with the broadcast of Broker's Programming on the Station, but for no other purpose. During the entire Operating Period, Broker shall use the Station's Licensed Identifiers in Broker's Programming in a manner consistent with the use thereof by Licensee in broadcasts on the Station immediately prior to the Operational Commencement Date and as may be required by the Act or the rules, regulations and policies of the FCC.

15. Compliance with Law and Other Agreements. Broker and Licensee shall, throughout the Term, comply in all material respects with the Act, the rules, regulations and policies of the FCC, the terms of the Station's FCC license and all other laws and regulations applicable to the conduct of the Station's business.

16. Indemnification; Warranty. Each party (as the case may be, the "Indemnitor") shall indemnify and hold harmless the other party (as the case may be, the "Indemnitee"), its partners, directors, officers, employees, agents and affiliates, as applicable, from and against any and all liability, including without limitation all reasonable attorneys fees, arising out of or incident to the programming furnished by the Indemnitor, any breach of this Agreement by the Indemnitor or the conduct of the Indemnitor, its partners, directors, officers, employees, contractors, agents or affiliates.

17. Event of Default. Broker's or Licensee's material non-observance or material non-performance of any covenant or agreement contained herein shall constitute an "Event of Default" (provided, however, that such action shall not constitute an Event of Default hereunder unless it is not cured within thirty (30) business days after delivery of written notice thereof to the breaching party by the non-breaching party), except that a default in payment by Broker must be cured within five (5) business days after delivery of notice (by telephone, facsimile or otherwise) thereof to the Chief Financial Officer of Broker.

18. Termination.

(a) Either party may terminate this Agreement by written notice to the other party upon the occurrence of an Event of Default; provided, however, that the party serving such notice may not then be in default of its obligations under this Agreement.

(b) Upon termination of this Agreement pursuant to this Section 18, each party shall be free to pursue any and all remedies available at law, in equity or otherwise. Licensee, in addition to its other legal and equitable rights and remedies under this Agreement or under applicable law, shall be entitled immediately to cease making available to Broker any further broadcast time or broadcast transmission and facilities, and all amounts accrued or payable to Licensee prior to the date of termination which have not been paid shall be immediately due and payable. Broker, in addition to its other legal and equitable rights and remedies under this Agreement or under applicable law, shall be entitled immediately to cease providing any further Programming to be broadcast on the Station, and a refund of any amounts which have been prepaid to Licensee beyond the termination date shall be immediately due and payable to Broker.

19. Revenues. Broker shall receive all revenues attributable to the Programming aired on the Station on and from the Operational Commencement Date and for the period thereafter during the Term of this Agreement. All revenues arising from the operation of the Station prior to the Operational Commencement Date shall be the sole property of Licensee.

20. Representations, Warranties and Covenants of Broker. Broker represents and warrants to, and covenants with, Licensee that:

(a) This Agreement has been duly executed and delivered by Broker, and constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except as limited by laws affecting the enforcement of creditor's rights generally or equitable principles. Broker has all necessary corporate power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on Broker's part.

(b) The execution, delivery and performance of this Agreement will not violate any provision in Broker's certificate of incorporation or by-laws, nor will it constitute or result in the breach of any term, condition or provision of, or constitute a default under, or accelerate or permit the acceleration of any performance required by, any agreement or other instrument to which Broker is a party or by which any part of its property is bound, or violate any law, regulations, judgment or order binding upon Broker.

(c) No proceeding is pending or, to the knowledge of Broker, threatened against Broker before any court, government agency or arbitral tribunal that would enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

(d) Broker shall present Programming which shall serve the needs and interests of the Station's service area.

21. License Renewal. Broker acknowledges that the Station license renewal application must be filed with the FCC no later than October 1, 2012. In the event that the Contemplated Transaction is not consummated prior to the requirement to file the license renewal application, and a federal, state or local government authority designates a hearing with respect to the continuation or renewal of any license or authorization held by Licensee for the operation of the Station or orders the termination of this Agreement and/or the curtailment in any manner material to the relationship between the parties hereto and in any way related to the programming or activities of Broker hereunder, and if Broker or Licensee elects to contest such action, Broker shall bear the burden of seeking administrative or judicial relief from such order(s) (in which event Licensee shall cooperate with Broker, provided that Broker shall be responsible for legal fees and costs incurred in such proceedings). If the FCC designates the renewal application of the Station for a hearing or initiates any revocation or other proceeding with respect to the authorizations issued to the Licensee for the operation of the Station, in either event as a consequence of this Agreement or Broker's performance under this Agreement, and Licensee elects to contest the action, then Broker shall be responsible for the expenses incurred as a consequence of the FCC proceeding and any resulting penalty or fine, and Broker shall at its own expense cooperate and comply with any reasonable request of Licensee to assemble and provide to the FCC information relating to Broker's performance under this Agreement. In the event of

termination upon any government order(s), Broker shall pay to Licensee any fees due but unpaid as of the date of termination as may be permitted by such order(s), and Licensee shall cooperate reasonably with Broker to the extent permitted to enable Broker to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such programming that which otherwise would have been paid to Broker hereunder. Thereafter, neither party shall have any liability to the other except as may be otherwise be provided pursuant to this Agreement.

22. Representations, Warranties and Covenants of Licensee. Licensee represents and warrants to, and covenants with, Broker that:

(a) This Agreement has been duly executed and delivered by Licensee, and constitutes his valid and binding obligation, enforceable against him in accordance with its terms, except as limited by laws affecting the enforcement of creditor's rights generally or equitable principles.

(b) The execution, delivery and performance of this Agreement will not constitute or result in the breach of any term, condition or provision of, or constitute a default under, or accelerate or permit the acceleration of any performance required by any agreement or other instrument to which Licensee is a party or by which any part of his property is bound, or violate any law, regulation, judgment or order binding upon Licensee.

(c) No proceeding is pending or, to the knowledge of Licensee, threatened against Licensee before any court, governmental agency or arbitral tribunal that would enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

(d) During the Term of this Agreement, Licensee will hold all licenses and other permits and authorizations necessary for the operation of the Station, and such licenses, permits and authorizations are and will be in full force and effect throughout the Term of this Agreement. There is not pending, or to Licensee's knowledge, threatened, any action by the FCC or by any other party to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses, permits or authorizations. To the best of Licensee's knowledge, Licensee is not in violation of any statute, ordinance, rule, regulation, policy, order or decree of any federal, state or local entity, court or authority having jurisdiction over it or the Station, which would have an adverse effect upon Licensee, its assets, the Station or upon Licensee's ability to perform this Agreement. Licensee shall not take any action or omit to take any action which would have an adverse impact upon Licensee, its assets, the Station or upon Licensee's ability to perform this Agreement. All reports and applications required to be filed with the FCC or any other governmental body during the Term of this Agreement will be filed in a timely and complete manner. Licensee has, and throughout the Term of this Agreement will maintain, good title to, or rights by license, lease or other agreement to use, all of the assets and properties used in the operation of the Station. During the Term of this Agreement, Licensee shall not dispose of, transfer, assign or pledge any of such assets and properties, except with the prior written consent

of Broker, if such action would adversely affect Licensee's performance hereunder or the business and operations of Licensee or the Station permitted hereby.

23. Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the parties, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

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

25. Construction. This Agreement shall be construed in accordance with the internal substantive (that is, without reference to conflict of) laws of the State of Missouri and the obligations of the parties hereto are subject to all Federal, state or municipal laws or regulations now or hereafter in force and to the regulations and policies of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted. The parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for time brokerage agreements for radio stations and agree that they shall negotiate in good faith to meet any FCC concern with respect to this Agreement if they are incorrectly interpreting current FCC policy or if FCC policy as hereafter modified so requires. The parties shall make all required filings with the FCC with respect to this Agreement.

26. Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

28. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the same original or the same counterpart.

29. Notices. Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered by hand or one (1) day after deposit with a recognized overnight courier for overnight delivery and addressed as follows:

(a) if to Broker:

Zimmer Radio of Mid-Missouri, Inc.
P.O. Box 782
Cape Girardeau, MO 63702
Attn: Don Zimmer

with a required copy to:

Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, Suite 1100
Arlington, VA 22209
Attn: Frank Jazzo, Esq.

(c) If to Licensee:

Wright Communications, LLLP
1081 Osage Beach Road
Osage Beach, MO 65065
Attn: David Machens

with a required copy to:

Womble Carlyle Sandridge & Rice, LLP
1200 19th Street, N.W
Suite 500
Washington, D.C. 20036-2421
Attn: Gregg P. Skall, Esq.

or such other address as the addressee may have specified in a notice duly given to the sender as provided herein.

30. Entire Agreement. This Agreement and the Asset Purchase Agreement embody the entire agreement between the parties regarding the subject matter hereof and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless it is embodied in a written instrument signed by both of the parties.

31. Severability and Assignment. If any provision or provisions contained in this Agreement are held to be invalid, illegal or unenforceable, this shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein, provided that the benefits afforded each party hereunder are not materially changed. Neither party may assign this Agreement without the

prior written consent of the other party and any purported assignment without such consent shall be null and void and of no legal force or effect.

32. No Joint Venture. The parties agree that nothing herein shall constitute a joint venture or a principal-agent relationship between them.

33. Further Assurances. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its commercially reasonable efforts to take or cause to be taken all such further actions, and to do, or cause to be done, all things necessary, proper or advisable in order to fully effectuate the purposes, terms and conditions of this Agreement.

34. Required Certifications.

(a) Licensee hereby certifies that it has, and shall maintain ultimate control over the Station's facilities, including specifically control over the finances, personnel, and program content of the Station.


(b) Broker certifies that the arrangement with Licensee as set forth in this Agreement and as contemplated in all aspects of operation is and shall remain in compliance with 47 C.F.R. § 73.3555 and 47 C.F.R. § 73.3556, concerning time brokerage agreements and duplicated programming, and that it will provide to the FCC any documents, exhibits, or other material necessary to demonstrate such compliance. Broker represents and warrants that this certification may be relied upon by the FCC, as well as by Licensee.

35. Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, 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, or other communications that result in advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

[The remainder of this page is intentionally blank.]

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

WRIGHT COMMUNICATIONS, LLLP

By: 
Name: Randall C. Wright
Title: General Partner

ZIMMER RADIO OF MID-MISSOURI, INC.

By: _____
Name: Don Zimmer
Title: Vice President

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

WRIGHT COMMUNICATIONS, LLLP

By: _____
Name: Randall C. Wright
Title: General Partner

ZIMMER RADIO OF MID-MISSOURI, INC.

By: Don Zimmer
Name: Don Zimmer
Title: Vice President

APPENDIX A

Broker shall reimburse Licensee for all of its operating expenses in the operation of the Station under this Agreement, including, but not limited to, utilities, salaries, payroll taxes and benefits for Licensee's Employees, regulatory fees, insurance, maintenance costs relating to the Station's tower and transmitter site and microwave relay equipment, sale or delivery and postal service expenses relating to the Station and ASCAP, SESAC, BMI, AP or other program licensing fees. Payments due under this Agreement shall be prorated for partial months.

APPENDIX B

FORM OF PAYOLA AFFIDAVIT

City of _____)
County of _____) SS:
State of _____)

_____ [print full name], being first duly sworn,
deposes and says as follows:

1. I am the _____ [print job title] for
Zimmer Radio of Mid-Missouri, Inc. I have acted in the above capacity since
_____ [print month/year of first employment].
2. No programming has been broadcast on Station KZWV(FM), Eldon,
Missouri, for which service, money or other valuable consideration has been directly or
indirectly paid, or promised to, or charged, or accepted, by me from any person, which
programming at the time broadcast was not announced or otherwise indicated as being
paid for or furnished by such person.
3. To the best of my knowledge, no programming has been broadcast by
Station KZWV(FM), Eldon, Missouri, for which service, money, or other valuable
consideration has been directly or indirectly paid, or promised to, or charged, or accepted
by any other employee of the station or by any independent contractor engaged by the
station to furnishing programs to the station, from any person, which programming at the
time broadcast was not announced or otherwise indicated as being paid for or furnished
by such person.

[signature of employee]

Subscribed and sworn to before me
this ____ day of _____, 201__.

Notary Public
My Commission expires: _____

[notary seal]