

CONSULTING AGREEMENT

THIS AGREEMENT, by and between QUORUM RADIO PARTNERS OF VIRGINIA, INC., a Virginia corporation ("QUORUM"), IMPACT BROADCASTING, INC., a Maryland corporation ("IMPACT"), and GERALD K. GIMMEL ("GIMMEL") is made this ____ day of _____, 2003.

WITNESSETH:

WHEREAS, on like date herewith, QUORUM has purchased or acquired from IMPACT all of IMPACT's right, title and interest in and to the licenses issued by the Federal Communications Commission ("Commission") to IMPACT for used in connection with Radio Stations WCXF and WXCF-FM, Clifton Forge, Virginia (the "Stations"), and all of IMPACT's assets used or useful in the operation of the Stations, pursuant to that certain Asset Purchase Agreement, dated December 24, 2002; and

WHEREAS, a portion of the consideration for the acquisition is that QUORUM, IMPACT and GIMMEL enter into a Consulting Agreement; and

WHEREAS, QUORUM desires to engage GIMMEL to provide advice and consultation related to the operation of the Stations, potential station purchases, and other matters, all as set forth in this Agreement and under the terms herein provided, and GIMMEL is agreeable to providing such advice and consultation under such terms;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and understandings herein contained, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

. Consulting Services. QUORUM hereby engages IMPACT through its President, GIMMEL and IMPACT hereby agrees to provide such advice and consultation as may be requested from time to time on an as-needed basis by QUORUM. As requested, GIMMEL shall make himself/itself reasonably available to QUORUM to provide advice and consultation on matters including, but not limited to, sales and marketing, agency advertising buys and additional station purchases.

1.01 The parties hereto recognize that IMPACT shall act in the function of an independent contractor and nothing contained herein shall be construed as creating the relationship of employer-employee, principal-agent, or any other relationship or status other than that of independent contractor.

2. Term. The term during which consulting services under this Agreement shall be performed will commence upon execution hereof and continue for a period of one year.

3. Trade Secrets. During the term of this Agreement and at any time thereafter, neither IMPACT nor GIMMEL will not divulge to any other person, firm, or corporation any trade

secrets of QUORUM or the Stations it/he may learn in the course of consulting and advising QUORUM or the Station. Further, upon the termination of this Agreement, IMPACT and GIMMEL agrees to deliver back to QUORUM all records, documents, promotional materials, and all other property belonging to QUORUM or the business of Stations then in the possession of GIMMEL.

4. Restrictive Covenant. Neither IMPACT nor GIMMEL shall not, after termination of this Agreement, use to its/his own advantage, or to the advantage of any other person, corporation, or entity, any information gained for or from the files or business of QUORUM or the Stations.

5. Consideration. For IMPACT's covenants and agreements hereunder, QUORUM shall pay to IMPACT on the date hereof TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00).

6. Modification and Waiver. No modification to this Agreement shall be deemed valid unless in writing and signed by the party against whom enforcement is sought. No discharge (by means other than performance) of a party's obligations hereunder shall be deemed valid unless in the form of a writing signed by the party who is alleged to have discharged the other. No waiver by a party of any breach by the other party of any provision or condition of this Agreement shall be deemed a waiver of any other breach.

7. Notices. Notices shall be effective if sent in writing by registered or certified mail, return receipt requested, nationally recognized overnight courier, or by facsimile with written confirmation of receipt and a copy delivered the following day by nationally recognized overnight courier to the addresses listed below:

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| If to QUORUM: | Mr. Todd W. Fowler President, Quorum Radio Partners of Virginia, Inc. 8512 Beech Lane McKinney, Texas 75070 Fax: (972) 540-2454 |
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With a Copy (which shall not constitute notice) to:

Frank R. Jazzo, Esquire
Fletcher Heald & Hildreth, PLC
1300 N. 17th Street, 11th Floor
Arlington, VA 22209
Fax: (703) 812-0486

| | |
|---------------------------|--|
| If to GIMMEL or IMPACT | Mr. Gerald K. Gimmel President, Impact Broadcasting, Inc. 4 Professional Drive, Suite 145 Gaithersburg, MD 20879 FAX: 301-590-9784 |
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Such notices shall be deemed given on the day of actual receipt if sent by certified or registered mail, return receipt requested or by nationally recognized overnight courier or on the date sent if by facsimile. The address to which notices are to be sent to a party may be changed by that party providing written notice in accordance with this paragraph.

8. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns, including any corporation, association, or partnership any party may affiliate with or control. The duties of IMPACT/GIMMEL under this Agreement may not be delegated by him.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and there are no terms other than those contained herein.

10. Construction. This Agreement shall in all respects be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Virginia, including all matters of construction, validity and performance, without regard to its principles of conflicts of laws.

11. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

12. Severability. To the extent that any part of this Agreement may be invalid, illegal or unenforceable, it is intended that the remaining parts insofar as possible and reasonable shall be effective and enforceable.

13. Headings. The headings of the paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only and in no way define, limit, or describe the scope of this Agreement nor the intent of any paragraph hereof.

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IN WITNESS WHEREOF, QUORUM, IMPACT and GIMMEL have hereunto set their hands as of the day and year first above written.

GERALD K. GIMMEL

QUORUM RADIO PARTNERS OF
VIRGINIA, INC.

By: _____

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Gerald K. Gimmel

By: _____

Todd W. Fowler

President

IMPACT BROADCASTING, INC.

By: _____

Gerald K. Gimmel

President