

COOPERATION AGREEMENT

This Cooperation Agreement (“Agreement”) is made as of the 30th day of December 2011, between **Hawkeye Communications, Inc.** (“**HCI**”), an Iowa corporation, Jerry Dietz (“Dietz”), an individual, and **Hog Radio, Inc.** (“**HRI**”), an Arkansas corporation.

WITNESSETH:

WHEREAS, HRI, HCI and Ozark Communications, Inc. (“OCI”), pursuant to a separate agreement, have agreed to exchange and/or assign certain assets (the “Asset Exchange Agreement”); and

WHEREAS, Jerry Dietz (“Dietz”) is an officer and director of both OCI and HCI; and

WHEREAS, HRI, HCI and Jerry Dietz, as a condition of the Asset Exchange Agreement, shall execute this Cooperation Agreement in order to secure the cooperation of HCI and Dietz in the exchange and assignment of KDYN(FM), KLYR(AM) and KLYR(FM); and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the parties agree as follows:

Cooperation of HCI and Dietz.

Commencing on the date the Asset Exchange Agreement is executed, and continuing for two (2) years after the consummation of the exchange and assignment of assets, neither Jerry Dietz, as an individual, nor HCI shall, either directly or indirectly, engage in any of the following:

1. Dietz and HCI shall not file or cause to be filed, any documents, pleadings, petitions or requests with the Federal Communications Commission (“FCC”) which would modify, change, alter or amend any applications or petitions filed by HRI, HCI or OCI regarding the Asset Exchange Agreement or any of the modification applications contemplated by the Asset Exchange Agreement without first obtaining the approval of HRI, which shall not be unreasonably withheld, conditioned or delayed.
2. Dietz and HCI shall not contact any employee of HRI regarding employment at any radio station owned by Dietz.
3. Dietz and HCI shall make no application to obtain a license for a new radio station in any market where HRI currently owns and operates radio stations as of the date of this Agreement.
4. Dietz and HCI shall not provide consulting services to any other broadcaster or broadcast company which directly competes with any radio station owned by HRI.

5. Dietz and HCI shall timely initiate all of its obligations as set forth in the Asset Exchange Agreement to assist with closing the transaction and effecting the exchange of assets as provided for therein.

Consideration

In consideration for the promises made by Dietz and HCI, hereunder, HRI shall pay to HCI the sum of Seventy Five Thousand Dollars (\$75,000.00) as follows: (a) upon execution of this Agreement HRI shall pay Fifty Thousand Dollars (\$50,000.00) to HCI, and (b) at the Closing of the Asset Exchange Agreement HRI shall pay Twenty-Five Thousand Dollars (\$25,000.00) to HCI.

Notices.

Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the business day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next business day delivery or when delivered by facsimile transmission (provided that any notice given by facsimile is also given by one of the other means of notice provided for in this Section), and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Dietz: Jerry Dietz, President
Ozark Communications, Inc.
PO Box 465
Red Oak, Iowa 51566

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

Richard J. Hayes, Jr.
Attorney at Law
27 Water's Edge Drive
Lincolnton, ME 04849

If to Hawkeye to:

Jerry Dietz, President
Hawkeye Communications, Inc.
PO Box 465
Red Oak, IA 51566

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

Richard L. Hayes, Jr.
Attorney at Law
27 Water's Edge Drive
Lincolnton, ME 04849

If to HRI, to:

Jay Bunyard, President
Hog Radio, Inc.
111 Westwood
DeQueen, AR 71832

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

Fletcher, Heald & Hildreth PLC
1300 N. 17th Street, Suite 1100
Arlington, VA 22209
Attention: Frank R. Jazzo, Esq.

The parties to this Agreement shall promptly notify one another in the manner provided for in this Section of any change in their respective addresses.

Costs and Attorneys' Fees.

Should any litigation proceeding be commenced between the parties concerning the matters set forth in this Agreement or the rights and duties of either in relation thereto, the prevailing party shall be entitled to recover, in addition to such other relief as may be granted, reasonable and actually incurred attorneys' fees, court and related costs, whether or not such proceeding is prosecuted to judgment.

Severability.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision(s) hereof, and this Agreement shall be construed in all respects as if any such invalid provision were omitted herefrom.

Assignment.

This Agreement is not assignable by Dietz or HCI, and any attempted assignment by Dietz or HCI shall be void ab initio. This Agreement may be assigned by HRI to any subsidiary or affiliate of HRI. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and to any permitted successor or assign.

Integration and Modification; Waiver.

This Agreement represents the entire agreement of the parties on the subject matter hereof and any previous agreement as to that subject, whether oral or written, is of no further force or effect. This Agreement may not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing, signed by each of the parties hereto. Failure of either party to complain of any act or omission on the part of the party in breach or default of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder.

Counterparts.

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

Governing Law and Jurisdiction.

The parties agree that the construction and performance of this Agreement shall be governed by the laws of the State of Arkansas, without giving effect to the choice of law provisions thereof. Any action, suit or proceeding arising out of or related to this Agreement shall be brought and prosecuted as to all parties hereto in either the state or federal courts in Arkansas and both parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state or federal courts in Arkansas.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Cooperation Agreement to be duly executed as of the date first written above.

Hawkeye Communications, Inc.


Jerry Dietz, President

Jerry Dietz


Jerry Dietz, Individual

Hog Radio, Inc.

Jay Bunyard, President

IN WITNESS WHEREOF, the parties hereto have caused this Cooperation Agreement to be duly executed as of the date first written above.

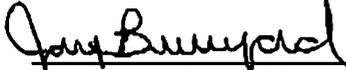
Hawkeye Communications, Inc.

Jerry Dietz, President

Jerry Dietz

Jerry Dietz, Individual

Hog Radio, Inc.



Jay Bunyard, President