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March 26, 2015

**Accepted / Filed**

*Via Hand Delivery*

**MAR 26 2015**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Washington, DC 20554

**Federal Communications Commission  
Office of the Secretary**

**Re: Filing of Contracts  
Radio Stations KREZ(FM), Marble Hill, MO (FIN  
10658), KBHI(FM), Minor, MO (FIN 78625) and  
KYRX(FM), Chaffee, MO (FIN 81680)**

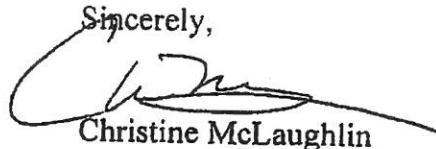
Dear Ms. Dortch:

Dana R. Withers and the Estate of W. Russell Withers, Jr., by counsel and pursuant to Section 73.3613(d)(1) of the Commission's Rules, 47 C.F.R. §73.3613(d)(1), hereby submit the following documents, each dated March 12, 2015:

1. Amendment to Time Brokerage Agreement between Dana R. Withers and the Estate of W. Russell Withers, Jr., regarding Station KREZ(FM); and
2. Amendment to Time Brokerage Agreement between Dana R. Withers and the Estate of W. Russell Withers, Jr., regarding Station KBHI(FM); and
3. Amendment to Time Brokerage Agreement between Dana R. Withers and the Estate of W. Russell Withers, Jr., regarding Station KYRX(FM).

Should you have any questions concerning these matters, kindly contact the undersigned.

Sincerely,



Christine McLaughlin

Enclos.

5425 TREE LINE DR. CENTREVILLE, VA 20120-1676  
703.991.7120 (FAX)

\*Of Counsel • †Admitted in District of Columbia but not Virginia • ††Admitted in Maryland

## AMENDMENT TO TIME BROKERAGE AGREEMENT

This Amendment to Time Brokerage Agreement ("Amendment") is entered into this 12th day of March, 2015 (the "Amendment Effective Date"), by and between Dana R. Withers ("Licensee") and the Estate of W. Russell Withers, Jr. (the "Estate"), successor-in-interest to W. Russell Withers, Jr., d/b/a Withers Broadcasting Company of Missouri ("Withers") (the Estate and Withers may individually or collectively be referred to herein as "Broker").

WHEREAS, Licensee and Withers entered into that certain Time Brokerage Agreement dated as of April 13, 2001 (the "TBA"), pursuant to which Withers agreed to provide certain programming and sales management services to Licensee's station KBHI(FM), Minor, MO (FIN: 78625), subject to all applicable rules of the Federal Communications Commission ("FCC" or "Commission"); and

WHEREAS, the TBA expired by its terms on April 12, 2006; and

WHEREAS, the parties nonetheless continued to perform pursuant to the TBA in accordance with its terms; and

WHEREAS, on January 24, 2014, the Estate succeeded to Withers' properties and assets by operation of law, including Withers' interests and obligations as Broker under the TBA; and

WHEREAS, Licensee and Estate wish to ratify the respective actions of Licensee and Broker since the expiration of the TBA and extend the term of the TBA for the period specified herein;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto, intending to be bound, agree as follows:

1. Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the TBA.
2. Licensee hereby ratifies and confirms the actions of Licensee in performing under the TBA from and after April 12, 2006 through the date hereof. Estate hereby ratifies and confirms the actions of Broker in performing under the TBA from and after April 12, 2006 through the date hereof.
3. The term of the TBA is hereby extended until the date on which Withers' properties, assets and obligations, including without limitation those arising out of or related to the TBA, are transferred from the Estate to Dana R. Withers, as heir, or a company designated by her (the "Estate Closing Date"). The TBA shall automatically terminate on the Estate Closing Date without need for further action by either party.

4. Except as expressly modified herein, the TBA shall remain in full force and effect in accordance with its terms.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. The parties may exchange counterpart signatures by electronic mail or facsimile, and such electronic copies shall be deemed originals.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Time Brokerage Agreement to be executed by their duly authorized representatives as of the date first set forth above.

LICENSEE:

DANA R. WITHERS

Dana R. Withers

BROKER:

ESTATE OF W. RUSSELL WITHERS, JR.

By: Dana R. Withers

Name: Dana R. Withers

Title: Personal Representative

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LICENSEE:

DANA R. WITHERS

Dana R. Withers

BROKER:

ESTATE OF W. RUSSELL WITHERS, JR.

By: Dana R. Withers

Name: Dana R. Withers

Title: Personal Representative