

RADIO FARGO-MOORHEAD, INC.

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JAMES D. INGSTAD
PRESIDENT

E-MAIL
jingstad@homeoffice@gmail.com

May 28, 2013

VIA EMAIL to paul.rahmlow@mwcradio.com

Mr. Paul Rahmlow
Midwest Communications, Inc.
904 Grand Avenue
Wausau, WI 54403

Re: Side Letter respecting Station Exchange

Dear Mr. Rahmlow

This letter is to supersede that certain Side Letter dated September 18, 2012 respecting a possible station exchange (the "Side Letter") between **RADIO FARGO-MOORHEAD, INC.** ("*RFM*"), me, and **MIDWEST COMMUNICATIONS, INC.** ("*MCI*"), regarding a potential station exchange involving Radio Station KVOX-FM, Moorhead, Minnesota (FCC Facility ID No. 35864) (hereafter "*Froggy*") and Radio Station KBVB(FM), Barnesville, Minnesota (FCC Facility ID No. 37001) (hereafter "*Bob*", which are sometimes referred to herein as a "Station" or collectively, the "Stations").

All capitalized terms used herein, unless defined herein, shall have the meaning given thereto in that certain Asset Purchase Agreement between MCI and RFM dated September 18, 2012, as amended April 30, 2013 (the "Purchase Agreement").

RFM is the proposed assignee of Froggy (see File No. BAL20130513ABT) (the "*Froggy Acquisition*"). Following Commission consent to and closing of the Froggy Acquisition, and subject to the terms and conditions set forth herein, the parties hereto agree to undertake an exchange (the "Station Exchange") of the assets used by each in the ownership and operation of Froggy and Bob (whether for Froggy or Bob, respectively, the "Station Assets"). The parties shall use their respective best efforts to obtain the FCC's consent to the assignment of the licenses for Froggy to MCI and Bob to RFM (the "Licenses").

From the date of this Agreement until the earlier of (a) the expiration or termination of this Agreement, or (b) the Closing Date (as defined herein), each party shall: operate its respective Station and conduct the businesses of this Station in the usual, regular,

and ordinary course and in substantially the same manner as heretofore conducted or as required by the terms of this Agreement; operate its respective Station in compliance with the Licenses therefor and all other applicable laws; use commercially-reasonable efforts to (i) preserve the businesses of its respective station intact, (ii) maintain their respective Station's Assets in good condition, reasonable wear and tear excepted, (iii) keep the services of their present respective employees, and (iv) preserve the goodwill of their respective Station's customers, suppliers, and not enter into any other transactions, other than those in the ordinary course of business which are permitted or not prohibited by this Agreement, and which will have a material adverse effect upon the Stations or Station's Assets.

The parties further agree to the following:

Notwithstanding any other agreement to the contrary, to the extent either RFM or MCI assumed the written employment contracts for employees assigned to work for Froggy or Bob as listed on Exhibit A hereto, such employees will not be terminated upon the Station Exchange; instead, upon the Closing, such employment contracts will be assigned to and assumed by the other party. This provision shall not apply to any such employment contract if there have been any amendments to the material terms of such contract, including without limitation terms governing compensation, benefits or leave between the date hereof and the closing of the Station Exchange. While RFM and MCI will also be terminating additional Froggy and Bob employees, to who the other may offer employment, neither Party's assumption of written employment contracts as contemplated by this paragraph nor the offer of employment to any employee identified on Exhibit A hereto upon the closing of the Station Exchange shall be deemed a violation of Section 3 of that certain Non-Compete Agreement between RFM and MCI dated September 18, 2012 (the "Non-Compete Agreement"); nor shall any such assumption or offer of employment trigger an obligation by either Party to pay the Buyer Hiring Compensation, as defined in Section 3 thereof.

Furthermore, and notwithstanding anything to the contrary contained herein or in the Non-Compete Agreement, on or before the closing of the Station Exchange MCI shall have the right to hire John Halverson (Jesse James), Amanda Scheid (Amanda Lea), Taylor Peterson (Pike) and/or Alex Halverson for work in the Fargo-Moorhead Market and RFM shall have the right to hire John Halverson (Jesse James), Amanda Scheid (Amanda Lea), Taylor Peterson (Pike) and/or Alex Halverson for work in any market outside the Fargo-Moorhead Radio Market or in the Fargo-Moorhead Radio Market on any RFM station except Bob or a country formatted station without triggering the obligation to pay the Buyer Compensation as defined in Section 3 of the Non-Compete Agreement. In the event that John Halverson (Jesse James) and Amanda Scheid (Amanda Lea) are taken off

Froggy prior to the closing of the Station Exchange, RFM agrees to cooperate with MCI in finding replacement morning team for Froggy provided that said cooperation shall be at no additional cost or expense to RFM. Finally, Taylor Peterson (Pike) and/or Alex Halverson shall be deemed exempt from Section 3 of the Non-Compete Agreement for all purposes.

Exhibit 3.1 of the Non-Compete Agreement is hereby amended to delete Nancy Odney, Jessica Benson and Michael Brookes from the listing effective on the Closing, such that upon Closing of the Station Exchange these individuals are subject to the terms of the Non-Compete Agreement.

The Station Exchange shall be a like kind exchange and certain of the following Froggy and Bob asset classes will be exchanged by RFM and MCI free and clear of liens and encumbrances upon the Closing: 1) the FCC Licenses as specified on Exhibit B (i) and the diplex equipment as specified in Exhibit B (ii) hereto, 2) promotional materials including those listed on Exhibit C hereto, 3) contracts (specifically excluding advertising sales contracts) used in the operation of Froggy and Bob as specified on Exhibit D hereto, and 4) intellectual property, including websites and domain names as specified on Exhibit E hereto. The Accounts Receivable for each station shall remain the property of the respective owner prior to Closing and no vehicles shall be included in the Station Exchange. Further, MCI shall retain the real property and tower from which both Froggy and Bob principally transmit.

Following the effective date of this Agreement, at any time prior to Closing, each party shall allow the other reasonable access to their respective Stations during normal business hours, to inspect and test the Station Assets. For a period of thirty (30) days following the effective date of the Agreement, each party shall allow the other to interview employees whose hiring is contemplated by this Agreement.

In addition, North Dakota Free Airways ("NDFA"), which is wholly-owned by James D. Ingstad, in consideration of the covenants and conditions herein stated, hereby agrees to assign the license of FM Translator K252EZ, Lisbon, ND (FIN: 153836) (the "Translator") to MCI. The parties agree to file the application for assignment of the Translator with the FCC within ten (10) business days of the effective date of this Agreement. The closing of this Translator assignment (the "Translator Closing") shall occur following the FCC's consent to this assignment concurrently with the Closing of the Station Exchange and will be conducted in the same manner as the Closing under the Purchase Agreement. At the Translator Closing, NDFA and/or RFM shall assign and transfer the assets, including the tower site lease, used and useful in the operation of the Translator as specified in Exhibit F hereto (the "Translator Assets") to MCI free and

clear of liens and encumbrances. RFM hereby agrees to apply for an application for modification of the Translator (as requested by MCI), provided however that said application shall be prepared and filed at MCI's sole cost and expense and that RFM shall be reimbursed for its reasonable expenses associated therewith within 10 business days of receipt of any invoice related to said application for legal, engineering or other costs.

Closing of the Station Exchange and assignment of license of the Translator shall occur following the FCC's initial grant of consent to the exchange of the Licenses on August 5, 2013 or such later date as the Parties may agree or, if a petition to deny or informal objection is filed against either of the application for assignment of Licenses, on the fifth (5th) business day following Finality. If the Closing shall not have occurred on or before one (1) year from the date of filing by the Parties with the FCC of the applications for the exchange of the Station Licenses, this Agreement shall terminate.

Except as otherwise provided, herein, RFM and MCI shall each bear its own legal and other fees and costs incurred by it in connection with the matters and actions contemplated by this Agreement.

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 original or the same counterpart. This Agreement shall be effective as of the date of acceptance by MCI set forth below.

This Agreement shall be construed and interpreted under the laws of the State of North Dakota, without reference to or application of any conflicts of law, and by the applicable rules and regulations of the FCC. Venue for any action brought under this Agreement may be either Cass County, North Dakota, or for matters pertaining to the FCC, Washington, D.C. Venue for citizenship diversity matters shall be any legally suitable forum.

This Agreement is the product of negotiation and preparation by, between and among RFM and MCI and their respective attorneys. Accordingly, the parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by any party, or the attorneys for any party, and shall be construed accordingly.

Any notice required hereunder shall be in writing and notice or other communications shall be delivered personally, or mailed or transmitted in accordance with **Section 12.3** of the Purchase Agreement, and in each case addressed to the persons, parties or entities as identified in **Section 12.3** of the Purchase Agreement.

Mr. Paul Rahmlow
May 28, 2013
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Two original copies of this letter are being furnished to you. Please acknowledge and indicate your acceptance and approval of these terms and understandings by signing at the signature block below on each of the copies. Then return one of the executed original copies of this letter to me. Please retain the other copy for MCI's files.

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Mr. Paul Rahmlow
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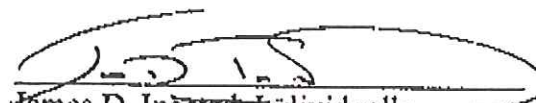
[SIGNATURE PAGE]

Very truly yours,
RADIO FARGO-MOORHEAD, INC.

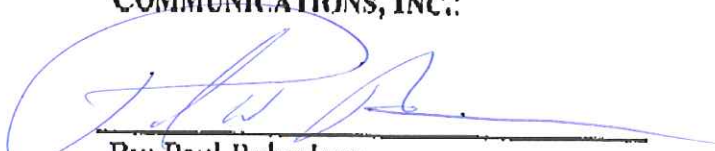

James D. Ingstad
President

NORTH DAKOTA FREE AIRWAYS


James D. Ingstad
Sole Proprietor


James D. Ingstad, Individually

Accepted and Agreed to this 29th day
of May, 2013, by **MIDWEST
COMMUNICATIONS, INC.:**


By: Paul Rahmlow