

ESCROW AGREEMENT

This ESCROW AGREEMENT is made and entered into this 10th day of August, 2007, by and among Triad Broadcasting Company, LLC, a Delaware limited liability company ("Triad"), Monterey Licenses, LLC, a Delaware limited liability company ("Monterey"), Nebraska Broadcasting Company, LLC, a Delaware limited liability company ("Station Owner" and, collectively with Triad and Monterey, the "Triad Entities"), NRG Media, LLC, a Delaware limited liability company ("Buyer"), and Kalil & Co., Inc., an Arizona corporation, as escrow agent ("Escrow Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS:

WHEREAS, pursuant to an Asset Purchase Agreement dated August 10, 2007 (the "Purchase Agreement"), by and among the Triad Entities, Buyer and NRG License Sub, LLC ("Buyer License Sub"), the Triad Entities have agreed to sell to Buyer and Buyer License Sub, and Buyer and Buyer License Sub have agreed to acquire from the Triad Entities, substantially all of the assets and licenses of radio stations KBBK-FM, KLIN-AM, KFGE-FM, KWBE-AM and KLNC-FM; and

WHEREAS, pursuant to the Purchase Agreement, (i) on the date hereof, Buyer is required to deposit the sum of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) (the "Escrow Deposit") into a separate, segregated interest bearing account (the "Deposit Escrow Account") and (ii) at Closing, Buyer is required to deposit the sum of Five Hundred Thousand Dollars (\$500,000) (such amount, together with any interest and earnings thereon but excluding disbursements hereunder, the "Indemnification Escrow Amount") into a separate, segregated interest bearing account (the "Indemnification Escrow Account"), each established by Escrow Agent at Bank of America, N.A., which amounts, respectively, the parties desire to use to secure Buyer's performance of its obligations under the Purchase Agreement and to satisfy indemnification claims made by Buyer under the Purchase Agreement.

WHEREAS, Escrow Agent is willing to act as Escrow Agent under this Escrow Agreement and hold, manage and distribute the Escrow Deposit and Indemnification Escrow Amount in accordance with this Escrow Agreement;

WHEREAS, Buyer and the Triad Entities have mutually agreed that KALIL & CO., INC. shall act as Escrow Agent.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. Appointment; Deposit of Payment; Acknowledgement of Receipt. The Triad Entities and Buyer hereby appoint Escrow Agent as escrow agent, and Escrow Agent hereby accepts such appointment, under the terms and subject to the conditions set forth herein. On the date hereof, Buyer has deposited the Escrow Deposit into the Deposit Escrow Account and

Escrow Agent hereby acknowledges receipt of the Escrow Deposit. On the Closing Date, subject to the proviso in Section 2(a), Buyer shall deposit the Indemnification Escrow Amount into the Indemnification Escrow Account, and Escrow Agent shall acknowledge the Indemnification Escrow Amount upon receipt. Escrow Agent shall hold, manage, administer, distribute and dispose of the Escrow Deposit and, upon receipt of same, the Indemnification Escrow Amount in accordance with the terms hereof. The Escrow Deposit and Indemnification Escrow Amount shall be segregated from the assets of the Escrow Agent and any of its clients and shall not be available to creditors of Escrow Agent. Escrow Agent shall from time to time invest and reinvest the Escrow Deposit and Indemnification Escrow Amount pursuant to any written instructions given to Escrow Agent jointly by the parties. In the absence of any written instructions, Escrow Agent shall, in its discretion upon prior written notice to Buyer and Triad, invest the Escrow Deposit and Indemnification Escrow Amount in short-term interest bearing obligations of the United States Government, obligations of United States banks that are members of the Federal Reserve System, or money market accounts maintained by federally-insured United States banks.

2. Disbursement of Escrow Deposit. The procedure set forth in this Section 2 shall govern the disbursement of the Escrow Deposit.

(a) If Escrow Agent receives a joint written notice executed by any of the Triad Entities, on the one hand, and Buyer, on the other hand, stating that (i) the Closing will occur within two (2) business days or (ii) the Triad Entities are otherwise entitled to the Escrow Deposit, Escrow Agent shall, at the Closing, (x) deliver the Escrow Deposit to Triad on behalf of the Triad Entities and (y) deliver to Buyer all interest and earnings accrued thereon but not yet distributed; provided, however, that in the case of clause (i) above, the parties may, in such joint notice, instruct Escrow Agent to pay to Triad the sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) only, and have Escrow Agent deposit the remaining Five Hundred Thousand Dollars (\$500,000) (after payment of interest and earnings to Buyer) into the Indemnification Escrow Account, whereby Buyer's obligation to make such deposit into the Indemnification Escrow Account under Section 3 below shall be satisfied.

(b) If Escrow Agent receives a joint written notice executed by any of the Triad Entities, on the one hand, and Buyer, on the other hand, stating that Buyer is entitled to the Escrow Deposit, Escrow Agent shall deliver the Escrow Deposit together with all interest and earnings thereon to Buyer.

(c) Notwithstanding the foregoing, if Escrow Agent receives joint written instructions executed by any of the Triad Entities, on the one hand, and Buyer, on the other hand, specifying in detail an account to which the Escrow Deposit shall be paid, Escrow Agent shall deliver the Escrow Deposit and earnings thereon in accordance with such joint written instructions.

(d) If Escrow Agent receives a written notice from only one party hereto or a controversy otherwise arises between one or more of the parties hereto as to whom Escrow Agent shall deliver the Escrow Deposit or as to any other matter arising out of or relating to the

Escrow Deposit or this Agreement, Escrow Agent shall not be required to determine the resolution of the same and shall not make any delivery of the Escrow Deposit and rather shall proceed in accordance with Section 6 below.

(e) Buyer shall be treated as owner of the Escrow Deposit for tax purposes, and all interest thereon shall be treated as earned by Buyer. Buyer and the Triad Entities shall file tax returns and Escrow Agent shall file a Form 1099 consistent with such treatment. Escrow Agent shall distribute interest earned in respect of the Escrow Deposit to Buyer on a quarterly basis to the extent such earnings are available to be distributed on such dates, otherwise Escrow Agent shall distribute such earnings to Buyer on the date they first become available to be distributed.

3. Payment of Indemnification Escrow Amount. The procedure set forth in this Section 3 shall govern the application of the Indemnification Escrow Amount to satisfy any claims which may be brought by Buyer or its Affiliates and other persons identified in Section 9.3 of the Purchase Agreement (collectively, "Buyer Indemnitees") pursuant to Article IX of the Purchase Agreement. The basis for claims to indemnification, and any limitations, thereon, shall be governed by the Purchase Agreement, which shall be controlling between Buyer and the Triad Entities for all purposes of this Agreement and shall be applicable between Buyer and the Triad Entities to the extent inconsistent with any provisions hereof.

(a) From time to time, until 5:00 p.m. on the Indemnity Escrow Termination Date (as defined below), in the event Buyer in good faith believes any Buyer Indemnitee is entitled to indemnification pursuant to Article IX of the Purchase Agreement, Buyer may deliver to Triad and Escrow Agent a written request for payment from the Indemnification Escrow Account (a "Draw-Down Request"), which Draw-Down Request shall certify to Escrow Agent that Buyer has delivered a copy of such Draw-Down Request to Triad and shall specify: (i) that a Buyer Indemnitee is entitled to receive indemnity from Triad pursuant to the Purchase Agreement, (ii) a brief description of the nature of the indemnification claim, (iii) the amount thereof if then ascertainable and, if not then ascertainable, a good faith estimate of the amount thereof (the "Requested Amount"), and (iv) the provision(s) of the Purchase Agreement on which the indemnification claim is based. If Triad in good faith has an objection to any claim or amount identified in a Draw-Down Request, Triad shall promptly, but in no event later than fifteen (15) days following receipt by Escrow Agent of such Draw-Down Request (such period, the "15-Day Period"), deliver to Buyer and Escrow Agent a written notice of its objection to such Draw-Down Request (an "Objection Notice"), which Objection Notice shall include a brief description of the nature of the objection and the portion of the Requested Amount, if any, in dispute (such portion, the "Disputed Amount").

(b) If Escrow Agent has not received from Triad an Objection Notice to any such Draw-Down Request within the 15-Day Period, Escrow Agent shall, within five (5) business days following expiration of the 15-Day Period, pay to Buyer out of the Indemnification Escrow Funds the Requested Amount, plus interest and earnings thereon. Escrow Agent shall continue to hold any amounts remaining in the Indemnification Escrow Account following the payment of the Requested Amount in accordance with the terms of this Agreement.

(c) If Triad delivers a timely Objection Notice, Escrow Agent shall not distribute, and shall continue to hold in the Indemnification Escrow Account, the Disputed Amount until Escrow Agent receives either (i) payment instructions signed by Triad and Buyer ("Payment Instructions") or (ii) a final non-appealable order of a court of competent jurisdiction (a "Court Order"), in either case specifying the amounts of the Disputed Amount, if any, to which the BuyerIndemnitee is and is not entitled. Upon receipt of Payment Instructions or a Court Order, Escrow Agent shall, within five (5) business days following Escrow Agent's receipt of such Payment Instructions or Court Order, pay to Buyer the portion of the Disputed Amount, plus interest and earnings thereon, to which Buyer Indemnitee is entitled pursuant to such Payment Instructions or Court Order, and shall continue to hold the amount to which Buyer Indemnitee is not entitled in accordance with the terms of this Agreement, until such amounts are required to be disbursed (i) to Triad on behalf of the Triad Entities, (ii) to Buyer in respect of another Draw-Down Request or (iii) as otherwise provided in Section 3(e), in each case pursuant to the terms of this Agreement. The portion of the Requested Amount, plus interest and earnings thereon, if any, to which Triad does not object shall be paid by Escrow Agent to Buyer within five (5) business days following the expiration of the 15-Day Period or receipt by Escrow Agent of the Objection Notice, as the case may be.

(d) Within five (5) business days following the date that is six (6) months after the Closing Date (the "Indemnity Escrow Termination Date"), Escrow Agent shall cause to be paid to Triad, on behalf of the Triad Entities, the balance of the Indemnification Escrow Amount remaining on the Indemnity Escrow Termination Date by wire transfer of immediately available funds to an account designated in writing by Triad (such payment, the "Final Escrow Disbursement"); provided, however, that if Escrow Agent shall have received, on or before the Indemnity Escrow Termination Date, one or more Draw-Down Requests from Buyer that, as of the Indemnity Escrow Termination Date, have not been paid in accordance with Section 3(b) or pursuant to Payment Instructions or a Court Order (any such Draw-Down Request being referred to as a "Final Outstanding Claim"), Escrow Agent shall retain and continue to hold in accordance with the terms hereof the aggregate amount requested in all such Final Outstanding Claims plus the amount of interest accrued thereon (the "Final Retained Amount") and shall pay to Triad, on behalf of the Triad Entities, the excess, if any, of the Final Escrow Disbursement over the Final Retained Amount. Following payment by Escrow Agent of all Final Outstanding Claims pursuant to the terms of this Section 3, Escrow Agent shall pay to Triad, on behalf of the Triad Entities, the balance, if any, that remains in the Indemnification Escrow Account. Any Draw-Down Requests sent by Buyer following the Indemnity Escrow Termination Date shall be of no force and effect.

(e) If, at any time, Escrow Agent shall receive joint written instructions executed by Buyer and Triad, then, within five (5) business days after receipt of such joint written instructions, Escrow Agent shall release all or a portion of the Indemnification Escrow Amount, as the case may be, in accordance with such joint written instructions. Buyer and Triad covenant and agree to promptly deliver to Escrow Agent any Payment Instructions or Court Orders, if applicable.

(f) Triad shall be treated for tax purposes as owner of the Indemnification Escrow Amount, and all interest thereon shall be treated as earned by Triad. Buyer and the Triad Entities shall file tax returns and Escrow Agent shall file a Form 1099 consistent with such treatment.

(g) As promptly as practicable following the disbursement of any funds from the Indemnification Escrow Account, Escrow Agent shall send a written statement to each of Buyer and Triad stating the amount of the disbursement and the amounts remaining in the Indemnification Escrow Account.

(h) If Escrow Agent disburses a portion, but less than all, of the Indemnification Escrow Amount pursuant to this Agreement, the portion of the Indemnification Escrow Amount not disbursed shall continue to be held in escrow by Escrow Agent subject to the term of this Agreement.

(i) This Agreement shall automatically terminate upon the final disposition of all of the funds in the Indemnification Escrow Account, unless earlier terminated by mutual written consent of Buyer and Triad.

4. Reliance of Escrow Agent Upon Documents. Escrow Agent may act in reliance upon any signature of writing or instrument which it believes in good faith to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Escrow Agreement has been duly authorized to do so.

5. Escrow Agent Acts Only as Depository. Escrow Agent will act hereunder as a depository only and is not a party to any other agreement, document or understanding to which Buyer and the Triad Entities are parties and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any of the agreements or documents existing between Buyer and the Triad Entities. Escrow Agent undertakes no responsibility or liability for the form and execution of such agreements and documents or the identity, authority, title or rights of any person executing any such agreements and documents.

6. Escrow Agent's Duties Regarding Conflicting Demands. If any dispute arises among the parties concerning this Escrow Agreement (including, but not limited to, a failure by the parties to jointly agree with respect to a disbursement of the Escrow Deposit or Indemnification Escrow Amount or an objection by a party to any written directions regarding a disbursement of the Escrow Deposit or Indemnification Escrow Amount), Escrow Agent may, unless the parties, in writing, direct it to the contrary, hold the Escrow Deposit or Indemnification Escrow Amount, as the case may be, pending receipt of a certified copy of a final judgment of a court of competent jurisdiction or, if an appeal therefrom has been timely made and jurisdiction assumed, the final judgment of the highest court to which such appeal has been made and jurisdiction assumed, instructing Escrow Agent on the disbursal of the Escrow Deposit or Indemnification Escrow Amount. Escrow Agent shall comply with such court judgment. In the alternative, Escrow Agent may interplead the Escrow Deposit with the Pima

County Superior Court in Tucson, Arizona, pursuant to Rule 22, Arizona Rules of Civil Procedure. If Escrow Agent files an interpleader action, it shall be indemnified for all costs, including reasonable attorney's fees, in connection with such interpleader action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until it receives a final judgment in the interpleader action.

7. Escrow Agent's Liability. Escrow Agent shall have no liability hereunder except for its own willful misconduct, bad faith or gross negligence.

8. Fees and Expenses of Escrow Agent. Escrow Agent shall not be entitled to receive fees for its services, but shall be reimbursed for expenses (including reasonable legal fees) incurred by it as Escrow Agent under this Escrow Agreement. Such fees and expenses of Escrow Agent shall be shared equally by the Triad Entities and Buyer. Escrow Agent shall be vested with a lien on the Escrow Deposit and Indemnification Escrow Amount and the interest earned on both for indemnification, reasonable attorneys' fee, court costs, for any suit, interpleader or otherwise, or for any other expense, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising between the Triad Entities and Buyer. Notwithstanding any written instructions or any award made as a consequence of any suit, action or other proceeding arising out of this Escrow Agreement, Escrow Agent shall have the right to withhold from any funds subject to disbursement an amount equal to Escrow Agent's expenses incurred pursuant to this Escrow Agreement until such additional expenses shall be fully paid.

9. Attorney's Fees and Other Expenses. If any suit, action or other proceeding arises out of this Escrow Agreement, the losing party shall pay the prevailing party:

(a) its reasonable attorneys' fees and other costs incurred in connection with the dispute giving rise to such proceedings; and

(b) unless otherwise paid directly to Escrow Agent, the losing party's share of any expenses incurred by Escrow Agent in connection with performing its responsibilities under this Agreement.

10. Successor Escrow Agent. Escrow Agent (and any successor escrow agent) may at any time resign by delivering written notice to Triad and Buyer. Following receipt of such notice, Buyer and Triad shall mutually agree on the appointment of a new escrow agent and inform Escrow Agent of such appointment, and Escrow Agent shall promptly thereafter deliver the Escrow Deposit and/or Indemnification Escrow Amount, as applicable at the time, to the successor escrow agent appointed by Buyer and Triad, and Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of Escrow Agent shall take effect on the earlier of the appointment of a successor escrow agent or the date which is thirty (30) days after delivery of Escrow Agent's written notice of resignation to Buyer and Triad. In the event that a successor Escrow Agent has not been appointed at the expiration of such thirty (30) day period, Escrow Agent's sole responsibility hereunder shall be the safekeeping of the Escrow Deposit and/or Indemnification Escrow Amount, as applicable at the time, and to deliver such Escrow Deposit and/or Indemnification

Escrow Amount as may be specified in a written agreement signed by Buyer and Triad or as any court of competent jurisdiction may order.

11. Notices. All notices, demands, requests, and other communication required or permitted hereunder shall be in writing or by facsimile transmission, and shall be deemed to be delivered, on receipt if delivered by hand delivery or facsimile, or whether actually received or not, seventy-two (72) hours after the deposit of both the original and the copies, as provided below, in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, addressed as follows:

If to any of the Triad Entities:

Triad Broadcasting Company, LLC
2511 Garden Street
Monterey, CA 93940-537
Attn: David J. Benjamin
Facsimile: (831) 655-6355

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

Orrick, Herrington & Sutcliffe LLP
666 Fifth Avenue
New York, NY 10103-0001
Attn: Quinn Moss, Esq.
R. King Milling, Jr., Esq.
Facsimile: (212) 506-5151

If to Buyer:

NRG Media, LLC
2875 Mount Vernon Road SE
Cedar Rapids, IA 52403
Attn: Mary Quass
Facsimile: (319) 286-9383

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

Goodwin Procter LLP
53 State Street
Exchange Place
Boston, MA 02110
Attn: Patricia A. Johansen, Esq.
Facsimile: (617) 523-1231

If to Escrow Agent:

Kalil & Co., Inc.
3444 North Country Club
Tucson, AZ 85716
Attn: Frank C. Kalil
Facsimile: (520) 322-0584

12. Counterpart Signatures ; Facsimiles. This Escrow Agreement may be executed by the parties and Escrow Agent in any number of counterparts, and each executed copy shall be original for all purposes without account for the other copies, provided that all parties and Escrow Agent have executed a counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

13. Interpretation. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, except in regard to the law governing conflict of law questions.

14. Entire Agreement. This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, except that with respect to the rights and obligations of the Triad Entities and Buyer as between each other, it does not supersede, and is subject to, the Purchase Agreement.

15. Amendments. This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be effected except by an instrument in writing executed by or on behalf of the party or parties against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought.

16. Assignment. Buyer and the Triad Entities may assign their rights under this Agreement solely to the same extent they are permitted to assign their rights and obligations under the Purchase Agreement. This Agreement and the rights and obligations of Escrow Agent hereunder may be assigned by Escrow Agent only to a successor of its entire business and otherwise only with the prior written consent of Buyer and Triad.

17. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers on the date first above written.

BUYER:

NRG MEDIA, LLC

By: Quass Communications L.L.C., its Manager

By: Mary Quass

Name: Mary Quass

Title: Manager

TRIAD:

TRIAD BROADCASTING COMPANY, LLC

By: _____

Name: Thomas S. Douglas

Title: Senior Vice President/Chief Financial Officer

MONTEREY:

MONTEREY LICENSES, LLC

By: _____

Name: Thomas S. Douglas

Title: Senior Vice President/Chief Financial Officer

STATION OWNER:

NEBRASKA BROADCASTING COMPANY, LLC

By: _____

Name: Thomas S. Douglas

Title: Senior Vice President/Chief Financial Officer

ESCROW AGENT:

KALIL & CO., INC.

By: _____

Name: Frank C. Kalil

Title: President

[Signature Page to Escrow Agreement]

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers on the date first above written.

BUYER:

NRG MEDIA, LLC

By: Quass Communications L.L.C., its Manager

By: _____

Name: Mary Quass

Title: Manager

TRIAD:

TRIAD BROADCASTING COMPANY, LLC

By: Thomas S. Douglas

Name: Thomas S. Douglas

Title: Senior Vice President/Chief Financial Officer

MONTEREY:

MONTEREY LICENSES, LLC

By: Thomas S. Douglas

Name: Thomas S. Douglas

Title: Senior Vice President/Chief Financial Officer

STATION OWNER:

NEBRASKA BROADCASTING COMPANY, LLC

By: Thomas S. Douglas

Name: Thomas S. Douglas

Title: Senior Vice President/Chief Financial Officer

ESCROW AGENT:

KALIL & CO., INC.

By: _____

Name: Frank C. Kalil

Title: President

[Signature Page to Escrow Agreement]

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers on the date first above written.

BUYER:

NRG MEDIA, LLC

By: Quass Communications L.L.C., its Manager

By: _____

Name: Mary Quass

Title: Manager

TRIAD:

TRIAD BROADCASTING COMPANY, LLC

By: _____

Name: Thomas S. Douglas

Title: Senior Vice President/Chief Financial Officer

MONTEREY:

MONTEREY LICENSES, LLC

By: _____

Name: Thomas S. Douglas

Title: Senior Vice President/Chief Financial Officer

STATION OWNER:

NEBRASKA BROADCASTING COMPANY, LLC

By: _____

Name: Thomas S. Douglas

Title: Senior Vice President/Chief Financial Officer

ESCROW AGENT:

KALIL & CO., INC.

By:  _____

Name: Frank C. Kalil

Title: President

[Signature Page to Escrow Agreement]