

LOCAL MARKETING AGREEMENT

(Lincoln, Nebraska Stations)

THIS LOCAL MARKETING AGREEMENT (this "Agreement") is effective as of August 16, 2007 by and between NRG Media, LLC, a Delaware limited liability company ("Programmer"), and Triad Broadcasting Company, LLC, a Delaware limited liability company, Monterey Licenses, LLC, a Delaware limited liability company, and Nebraska Broadcasting Company, LLC, a Delaware limited liability company (collectively, the "Licensee").

RECITALS

A. Licensee owns and operates radio broadcast stations KBBK-FM, KLIN-AM, KFGE-FM, KWBE-AM and KLNC-FM (collectively, the "Stations") pursuant to licenses issued by the Federal Communications Commission ("FCC").

B. Programmer has available and is producing radio programs that it desires to have broadcast on the Stations, and therefore desires to purchase airtime from Licensee for the broadcast of such programs.

C. Licensee has agreed to make available to Programmer airtime on the Stations and to accept for broadcast on the Stations the programs of Programmer, on the terms and conditions set forth in this Agreement.

D. Licensee and Programmer are also parties to that certain Asset Purchase Agreement, dated August 10, 2007 (as such may be amended, modified or restated, the "Purchase Agreement") providing for the purchase of the Stations by Programmer subject to the consent of the FCC and the other terms of the Purchase Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE 1 AGREEMENT TERM

1.1 The term of this Agreement (the "Term") will begin at the time and on the date set forth on Schedule 1.1 attached hereto (the "Commencement Date") and shall continue until terminated pursuant to Article 9 of this Agreement.

ARTICLE 2 MONTHLY LMA FEE

2.1 Consideration. For the broadcast of programming produced by or at the direction of Programmer (the "Programming") and the other benefits made available to Programmer pursuant to this Agreement, during the Term of this Agreement Programmer shall pay Licensee an aggregate monthly fee (the "Monthly Fee") in the amount set forth on Schedule 1.1 attached to this Agreement, plus reimbursement to Licensee of the Reimbursable Expenses (as further set forth in 5.2 hereof). The Monthly Fee shall be paid on the last day of each calendar month for which it is due and shall be prorated for any calendar month during which this Agreement is not in effect for the entirety of the month. Programmer shall receive a credit against payment of the Monthly Fee with respect to any Programming supplied by Programmer to a Station that is subject to Preemption by Licensee pursuant to Section 4.1(b)(ii) hereof, and for any period during which a Station shall not have been operating at least at 60% of its authorized power (a "Power Credit"). Such credit with respect to any such Station shall be determined by multiplying the Monthly Fee for such month by the percentage set forth alongside the name of such Station as the "Station Percentage" on Schedule 1.1 hereto to determine the "Station Monthly Fee," and then multiplying the Station Monthly Fee by a fraction, the numerator of which is the number of hours during the month during which Programming on the Station was subject to Preemption or Power Credit, and the denominator of which is the total number of hours of Programming that Programmer would have broadcast over the Station operating at full power during such month if no Programming had been pre-empted and the Station had operated at full power.

ARTICLE 3 PROGRAMMER'S RIGHTS AND OBLIGATIONS

Purchase of Airtime; Provision of Programming; Advertising Sales;
Performance of Agreements

3.1 Purchase of Airtime. During the Term, Programmer shall purchase from Licensee, on the terms specified herein, all airtime on the Stations twenty-four (24) hours per day, seven (7) days per week, except for periods of regularly scheduled or necessary maintenance. Licensee may set aside such time as it may require (up to two hours on Sunday mornings), during which time Licensee may produce, at its own expense, public service programming designed to address the problems, needs, and issues relevant to the residents throughout the Stations' listening areas.

3.2 Provision of Programming.

a. Programmer's Programming. Programmer shall provide entertainment programming of its selection, together with commercial matter, news, public service announcements, and other suitable program material for broadcast on the Stations in compliance with the terms of this Agreement. With respect to all of the Stations other than KLNC-FM, the Programmer shall provide Programming consistent, in terms of content and format, with the programming provided on the Stations by the Licensee as of the Commencement Date; provided, however, that any format changes to any of the Stations (other

than KLNC-FM) shall require prior written consent of Licensee, to be given or withheld at Licensee's sole discretion. The parties acknowledge and agree that, notwithstanding anything contained in this Agreement to the contrary, the Programmer shall have the right, without Licensee's prior consent, to change the programming content and format on KLNC-FM if it has received a study from a nationally recognized format or programming consultant recommending such change, a copy of which has been provided to Licensee; provided, however, that nothing herein shall limit, with respect to any Programming supplied by Programmer for broadcast on KLNC-FM, any of Licensee's rights with respect to rejection, refusal and pre-emption of Programming as provided in Section 4.1(b) hereof.

b. Music Licenses; Copyright Compliance. During the Term, Programmer will be responsible for entering into and maintaining, at its expense, all music licenses as are necessary with respect to the Programming; and shall pay all music license fees and copyright royalties required for the Programming.

c. Call Signs; Station Identification Announcements. During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters which may be assigned by the FCC for use by the Stations, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer agrees to include in the Programming delivered for broadcast an announcement at the beginning of each hour of such programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is specifically authorized to use such call letters in its Programming, in any promotional material, and in any media used in connection with its promotion and marketing of the Stations.

d. Delivery of Programming. Programmer shall deliver such Programming to the respective Stations' transmitter sites, at Programmer's expense, via a method of delivery reasonably acceptable to Licensee that will ensure that the Programming meets technical and quality standards reasonably acceptable to Licensee. Programmer shall have the right to use and will use Licensee's studio facilities for the Stations for the production of Programming, and shall take no action that would render such studio facilities unsuitable for the production of programming for the Stations substantially in the manner currently used for such purpose.

e. Licensee's Broadcast of Programming. During the Term, Licensee shall cause to be broadcast on the Stations the Programming which Programmer supplies to the Stations, subject to the terms and conditions of this Agreement.

3.3 Advertising Sales. Programmer shall be responsible for the sale of advertising on the Stations after the Commencement Date and for the collection of accounts receivable arising from advertising broadcast on the Stations after the Commencement Date.

3.4 Performance of Advertising, Programming and Trade Agreements.

a. On and after the Commencement Date, Programmer shall perform all obligations of Licensee under agreements to air commercial advertising time on the Stations that are in effect as of the Commencement Date (the "Advertising Contracts"), the programming contracts relating to the Stations in effect as of the Commencement Date (the "Programming Contracts"), and, subject to Section 3.4(b) below, the Trade Agreements (defined below). No such performance hereunder will be deemed an acceptance or acknowledgement by Programmer of the validity or enforceability of any such agreement, and no such performance shall constitute or cause an assignment or assumption of any such agreement

b. With respect to agreements in effect as of the Commencement Date under which Licensee has agreed to provide commercial advertising time ("Trade Spots") on the Stations after the Commencement Date in exchange for property or services in lieu of, or in addition to, cash ("Trade Agreements"), Programmer shall broadcast Licensee's Trade Spots on the Stations on or before the Closing Date in accordance with past practices, and as follows:

(i) Programmer and Licensee acknowledge that the total minutes in each hour on each Station available for broadcasting commercial advertising shall be the minutes aired by Licensee during the month immediately preceding the Commencement Date (commercial advertising time is referred to as "Inventory" and the total minutes available each hour for commercials is referred to as the "Inventory Load").

(ii). Programmer shall first utilize the available Inventory Load to run non-trade commercials; and the remaining unsold Inventory shall be used to run Trade Spots in accordance with the schedule directed by the trade advertiser, or if not specified, then according to the oldest obligation to broadcast Inventory for which value has been received by either Licensee or, after the Commencement Date, by Programmer.

(iii). For each trade advertiser, Programmer agrees to run Licensee's Trade Spot obligation with the trade advertiser before running Programmer's Trade Spot obligation with the trade advertiser, in accordance with the schedule directed by the trade advertiser.

Programmer shall be entitled to all goods and services to be provided to the Stations after the Commencement Date under the Trade Agreements.

3.5 Programmer's Employees. Subject to the terms and conditions of this Agreement, during the Term of this Agreement, Programmer shall direct and control the Licensee Station Employees (as defined in Section 4.2) in connection with performing its obligations under this Agreement but subject to Licensee's continuing obligations to comply with the FCC rules. Programmer may also employ, at its own cost and expense, its own employees to work at the Stations ("Programmer's Employees").

ARTICLE 4

LICENSEE'S RIGHTS AND OBLIGATIONS

Ownership and Control of Stations and Personnel; Maintenance of Facilities

4.1 Licensee's Ownership and Control.

a. Control of Stations Operations. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Stations it will have full authority, power and control over the operation of the Stations; and will bear the responsibility for the Station's compliance with all applicable provisions of the rules and policies of the FCC and all other applicable laws.

b. Oversight of Programming. Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee reasonably believes in its sole discretion to be contrary to the public interest, or which does not meet the requirements of the rules, regulations, and policies of the FCC, or that violates the rights of third parties, provided, that Licensee shall use commercially reasonable efforts to inform Programmer of such determination sufficiently in advance of broadcast that Programmer may provide acceptable

substitute programs; or (ii) substituting programs which Licensee reasonably believes to be of greater local or national importance or to better address the problems, needs and interests of the residents of the Stations' respective communities of license ("Preemption"). Licensee further reserves the right to preempt any program in the event of a local, state, or national emergency. Licensee reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy.

c. Programmer Public File Cooperation. Programmer agrees to serve Licensee with notice and a copy of any letters of complaint it receives concerning any program broadcast on the Stations for Licensee review and inclusion in the appropriate Station's public inspection file.

4.2 Licensee's Personnel. Subject to the provisions of Section 5.4 hereof, Licensee shall use commercially reasonable efforts to retain its current staff employed at the Stations who are identified in Schedule 4.2 hereto, who shall provide services to Programmer in connection with Programmer's performance under this Agreement at the direction of Programmer ("Licensee Station Employees"), provided, that in order to comply with the FCC's main studio staffing rules, two such Licensee employees (also identified in Schedule 4.2 hereto), shall be directed solely by Licensee ("Licensee's LMA Employees"), one of whom shall act as Licensee's general manager of the Stations, and the other will provide clerical and administrative support services. Schedule 4.2 may be amended to add, delete, or substitute Licensee Station Employees upon the mutual agreement of Programmer and Licensee.

4.3 Maintenance of Facilities; Programmer's Use of Facilities. Licensee shall use commercially reasonable efforts to maintain the operating power of the Stations in compliance with the parameters of the Stations' FCC licenses and the rules and regulations of the FCC throughout the Term, and shall maintain the Stations' towers, transmitter sites, studio, broadcasting and office equipment in their current condition as of the Commencement Date. Programmer shall not operate, maintain or repair the transmission facilities of the Station. Licensee shall provide Programmer, on a non-exclusive basis and not as a lease or sub-lease of either equipment or real property, access to and use of any Station studio, equipment and facilities owned by Licensee, or to which Licensee has such rights of use and access, for Programmer to perform under this Agreement; provided that all such activity shall be conducted by Programmer under the full supervision and authority of Licensee's LMA Employees.

ARTICLE 5

OPERATING EXPENSES; PROGRAMMER'S EXPENSES; EMPLOYEES

5.1 Operating Expenses. Licensee shall be responsible for, and shall pay in a timely manner, all ordinary and necessary costs of operating the Stations during the Term (the "Operating Expenses").

5.2 Reimbursement of Certain Operating Expenses. Programmer shall reimburse Licensee for the Reimbursable Expenses incurred and paid during the Term. For purposes of this Agreement, the term "Reimbursable Expenses" shall mean those Operating Expenses described in Schedule 4.2 and Schedule 5.2 hereto. On or before the fifteenth (15th) of each month, Licensee shall deliver to Programmer an invoice for the Reimbursable Expenses for the previous month, supported by copies of invoices or other reasonable supporting materials. The invoice shall be paid by Programmer not later than ten (10) business days after delivery,

provided that if an expense is disputed, Programmer shall pay all undisputed amounts within such period and the parties shall use best efforts to resolve the disputed amount promptly.

5.3 Programmer's Expenses. During the Term, Programmer will be responsible for, and pay in a timely manner all of (a) the expenses it incurs in the production of the programs supplied to Licensee for broadcast on the Stations and the cost of delivering such programs to Licensee, (b) the expenses it incurs in the promotion, marketing, and sale of advertising time on the Stations, and (c) the cost of Programmer's Employees.

5.4 Licensee Station Employees. The Licensee Station Employees shall provide services to Programmer in connection with Programmer's performance under this Agreement at the direction of the Programmer during the Term of the Agreement, but subject to Licensee's continuing obligations to comply with the FCC rules. The Licensee Station Employees, and the arrangements under which their services are made available to Programmer, shall also be subject to the terms and conditions set forth on Schedule 5.4 hereto.

ARTICLE 6 PRORATIONS; ACCOUNTS RECEIVABLE

6.1 Apportionment of Income. Licensee shall be entitled to all income, including in kind trade goods or services, attributable to and earned from the operation of the Stations prior to, and until the Commencement Date; and all tower rental income accrued prior to the Commencement Date and during the Term (collectively "Licensee's Income"). Programmer shall be entitled to all income, including in kind trade goods or services, attributable to and earned from the operation of the Stations after the Commencement Date; excluding tower rental income accrued during the Term ("Programmer's Income"). All overlapping items of income shall be prorated as of the Commencement Date (the "Prorations"). Any receipts by Programmer from advertisers who owe Licensee for programming broadcast prior to the Commencement Date shall be credited first to Licensee and shall be promptly remitted to Licensee by Programmer, unless such amount is disputed in writing by the advertiser.

6.2 Apportionment of Expense. Licensee shall be responsible for all expenses, obligations and liabilities arising out of the operation of the Stations prior to, and until the Commencement Date. Licensee shall further be responsible for paying all Operating Expenses, and Programmer shall be responsible for reimbursing Licensee for those Reimbursable Expenses, arising out of the operation of the Stations after the Commencement Date pursuant to Sections 5.1 and 5.2. All overlapping and pre-paid items of expense shall be prorated or reimbursed, as the case may be, as of the Commencement Date and shall be included in the Prorations. Such prorated pre-paid expenses (except as otherwise provided in Section 6.3 with respect to trade and barter agreements) shall include but not be limited to: (a) such expenses in connection with the contracts and agreements to be performed by Programmer or conferring benefit on Programmer, under this Agreement, (b) utility charges, including electricity, water and sewer charges, (c) FCC regulatory fees and other business and license fees, including any retroactive adjustments thereof, (d) programming payments, costs, and charges, (e) property and equipment rentals, (f) applicable copyright or other related fees, (g) sales and service charges, (h) real and personal property taxes, and (i) expenses and obligations for which liability has accrued but whose payment or satisfaction is not yet due as of the Commencement Date. This provision shall be read to be consistent with the provisions of the Purchase Agreement with respect thereto.

6.3 Trade Agreements. Notwithstanding Section 6.2 above, with respect to trade or barter agreements to be performed by Programmer hereunder, if as of the end of the Term the Stations have an aggregate negative or positive barter balance (*i.e.*, the value of air time remaining to be provided by the Stations at the end of the Term exceeds, or conversely, is less than, the fair market value of corresponding goods and services remaining to be provided to the Stations), there shall be no proration or adjustment, unless the negative or positive barter balance of the Stations as an aggregate exceeds the amount set forth on Schedule 1.1 attached hereto, in which event such excess or deficiency shall be adjusted for as a proration in Programmer's or Licensee's favor, as applicable. In determining barter balances, the value of air time shall be based upon Licensee's rates as of the Commencement Date, and any trade goods received in the Station's inventory shall count as delivered and not part of the outstanding barter balance.

6.4 Accounts Receivable. As of the Commencement Date, Licensee will assign all outstanding accounts receivable related to the Stations as of such date (the "Accounts Receivable") to Programmer for purposes of collection only. Programmer will thereafter collect the Account Receivable as Licensee's agent in the same manner and with the same diligence that Programmer uses to collect its own accounts receivable until one hundred twenty (120) days following the Commencement Date (the "Collection Period"). Such collection activity shall be performed by those Station Employees who are responsible for collecting the Stations' Accounts Receivable immediately prior to the Commencement Date, and in accordance with Licensee's past practices as in effect immediately prior to the Commencement Date and through the use of Programmer's commercially reasonable efforts to perform such collections, including attributing any collections on an account to the oldest outstanding invoice of a customer, unless the customer disputes any such obligation. Programmer shall not be obligated to institute litigation, employ any collection agency, legal counsel or other third party, or take any other extraordinary means of collection; and Programmer shall not compromise, settle or adjust any of the Accounts Receivable without receiving the written approval of Licensee. Within five (5) business days after the Commencement Date, Licensee shall deliver to Programmer a complete and detailed statement of all Accounts Receivable. Within ten (10) days after the end of each month during the Collection Period and within ten (10) days after the end of the Collection Period, Programmer shall pay to Licensee all amounts collected by Programmer on the Accounts Receivable during the preceding month (or with respect to the end of the Collection Period, such amounts collected through the end of the Collection Period), and shall provide Licensee with a statement identifying the Accounts Receivable that have been collected during the relevant period. Licensee shall be solely responsible to pay any commissions or fees that may be due to any Station employee or other person with respect to such collection. All amounts received by Programmer from account debtors included among the Accounts Receivable shall be applied first to the Accounts Receivable, unless the account debtor specifically disputes such receivable. If, during the Collection Period, an account debtor disputes an account included in the Accounts Receivable, Programmer may return that account to Licensee for collection, and Programmer shall have no further obligations concerning such Account. At the end of the Collection Period, any remaining Accounts Receivable shall be reassigned to Licensee and thereafter Programmer shall have no further obligation with respect to the Accounts Receivable.

ARTICLE 7 FCC COMPLIANCE

7.1 Regulatory Compliance. Licensee shall be responsible for the Stations' compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules and policies

of the FCC and all other applicable laws. Licensee shall at all times be solely responsible for meeting all of the Commission's requirements with respect to public service programming, for maintaining the political and public inspection files and the Stations' logs, and for the preparation of issues/programs lists; provided, however, that Programmer shall assist Licensee in complying with such requirements, to the extent reasonably requested by Licensee. Further, promptly upon Licensee's request, Programmer shall provide Licensee with all information reasonably available to Programmer with respect to Programmer's programs which are responsive to public needs and interests so as to assist Licensee in the preparation of required programming in the satisfaction of its community service needs. Programmer shall also provide upon Licensee's reasonable request such other information necessary to enable Licensee to prepare any other records and reports required by the FCC and local, state or other federal governmental authorities.

7.2 Political Time. Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC as they relate to the Stations. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law. To this end, Programmer will provide Licensee with information as to the lowest unit rate for all classes and categories of time in the Programming that Programmer offers for sale to commercial advertisers, and, at the request of Licensee, shall provide copies of advertising contracts and other documents used by Programmer to determine the lowest unit rate applicable to any class or category of time. Additionally, Programmer will promptly notify Licensee of any changes in its lowest rates which occur during the forty-five day period before any primary election and the sixty day period before any general election. Programmer shall release advertising availabilities to Licensee during the Term as necessary to permit Licensee to comply with the political broadcast rules of the FCC. Licensee shall have the right to sell to political candidates as much time in the Programming for political advertisements as Licensee reasonably believes is necessary in order for Licensee to satisfy its obligations to afford federal candidates reasonable access to the facilities of the Stations, to discharge its public interest obligation with respect to non-federal candidates, and to comply with its obligations to afford such candidates equal opportunities, and Programmer shall insert such political advertisements in the Programming; provided that to the extent practicable and consistent with Licensee's obligations as the owner of the Stations, Licensee will consult with Programmer regarding the number and scheduling of political advertisements to be inserted in the Programming, and provided further that Programmer will be entitled to the net revenue received by Licensee from the sale of political advertisements inserted in the Programming. Programmer shall refer all requests for political advertising to Licensee within 24 hours of the receipt of such requests and Programmer shall not sell any time in the Programming for political advertising.

7.3 Stations EAS Tests. During all hours when Programmer is delivering the Programming for broadcast over the Stations, Programmer shall utilize Licensee's receivers capable of receiving test messages and alerts over the Emergency Broadcast System ("EAS"), which EAS receivers shall be continuously monitored. If an EAS test or alert is received during the hours when Programmer is delivering the Programming for broadcast over the Stations, Programmer shall cause the appropriate EAS test or alert message to be transmitted over the Stations, and in the event of an actual activation of the Emergency Broadcast System, shall cause all steps to be taken that the Stations are required to take in such an event, and shall be responsible for

assuring that the receipt and broadcast of all EAS tests and alerts are properly recorded in the Stations' logs.

7.4 Certification. Pursuant to Paragraph (j)(3) of Note 2 of 47 C.F.R. § 73.3555, Licensee hereby certifies that it maintains ultimate control over the Stations' facilities, including specifically control over the Stations' finances, personnel and programming, and Programmer hereby certifies that this Agreement complies with the provisions of paragraphs (a), (c) and (d) of 47 C.F.R. § 73.3555.

7.5 Regulatory Changes. In the event of any order or decree of an administrative agency or court of competent jurisdiction, including without limitation any material change or clarification in FCC rules, policies, or precedent, that would cause this Agreement to be invalid or violate any applicable law, and such order or decree has become effective and has not been stayed, the parties will use their respective best efforts and negotiate in good faith to modify this Agreement to the minimum extent necessary so as to comply with such order or decree without material economic detriment to either party, and this Agreement, as so modified, shall then continue in full force and effect.

7.6 FCC EEO. Programmer shall be solely responsible for the discharge of all obligations and requirements of the FCC's EEO rules and regulations with regard to Programmer's Employees and recruitment activities.

7.7 Payola. Programmer agrees that neither it nor its employees, agents or consultants will accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Act and FCC requirements. Programmer agrees that at any time upon request of Licensee it, and all of its employees and agents who are involved with providing the Programming on the Stations, will execute and provide Licensee with a Payola Affidavit in the form attached hereto as Schedule 7.7.

ARTICLE 8 REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Authority. Programmer and Licensee each represent and warrant to the other that (a) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (b) this Agreement is binding upon it, and (c) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or grounds for termination under any agreement to which it is a party or by which it is bound.

8.2 Programmer's FCC Qualifications. Programmer represents and warrants that it is qualified in accordance with the Communications Act of 1934, as amended, and the rules and policies of the FCC (collectively, the "Communications Laws") to enter into this Agreement and provide programming on the Stations in accordance with its terms. Between the date hereof and the termination of this Agreement, Programmer covenants that it will not take any action that would disqualify it from providing programming on the Stations pursuant to this Agreement. Programmer covenants that it will take no action, nor omit to take any action within its control,

that would reasonably be expected to subject Licensee to any FCC enforcement action, or to subject any of the FCC authorizations for the Stations to revocation, termination, non-renewal, or adverse modification.

8.3 Programmer's Financial Qualifications. Programmer represents and warrants that it has sufficient financial resources to pay the Monthly Fee and the Reimbursable Expenses as and when due, and to otherwise perform its obligations under this Agreement.

8.4 Contract Performance. On and after the Commencement Date and during the Term of this Agreement, Programmer covenants to use commercially reasonable efforts to perform the obligations of Licensee under, and shall receive all the benefits of, the Advertising Contracts, Programming Contracts and Trade Agreements.

8.5 No New Contracts. On and after the Commencement Date until the end of the Term, Licensee covenants that it will not enter into any Advertising Contracts, Programming Contracts or Trade Agreements under which Programmer shall have any liabilities or obligations.

8.6 Production of Programming. Programmer represents and warrants that it has full authority to broadcast its Programming on the Stations; and that the Programming it transmits to Licensee for broadcast on the Stations shall conform to all FCC rules, regulations and policies and all other applicable laws in all material respects, and does not violate the Copyright Act or the rights of any third party with respect to libel, privacy, publicity, copyright or any similar right.

8.7 Business Interruption Insurance. Programmer covenants to use its commercially reasonable efforts to acquire and maintain business interruption insurance in an amount, and with deductibles and other terms and conditions, substantially consistent with business interruption insurance maintained by Programmer on radio stations owned by it, to provide coverage against the interruption of Programmer's business of providing Programming to the Stations. No credit or other payment (including for indemnification) shall be due to Programmer from Licensee to the extent the loss that the credit or payment would mitigate is covered and paid under such insurance.

8.8 Other Insurance. Both Programmer and Licensee shall maintain insurance policies covering on-air Errors and Omissions, and such other risks as is customary in the industry (the policies to be maintained by Licensee are listed on Schedule 5.2 hereof). Each party shall name the other as an "also insured" under all such policies.

ARTICLE 9 TERMINATION

9.1 Automatic Termination. This Agreement shall automatically terminate on the first to occur of the following events:

- a. the Closing of the sale of the assets and assignment of the FCC licenses for the Stations to Programmer pursuant to the Purchase Agreement;
- b. the first day of the month following termination of the Purchase Agreement according to its terms; or
- c. the first day of the month following the date on which an order of the FCC denying its consent to the assignment of the FCC licenses to Programmer becomes a Final Order.

9.2 Termination by the Parties. In addition to other remedies available at law or equity, this Agreement may be terminated by either Licensee or Programmer by written notice to the other if the party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following:

- a. this Agreement is declared invalid or illegal in whole or substantial part by a final order or decree of an administrative agency or court of competent jurisdiction, such order or decree has gone into effect and has not been stayed, and the parties are unable, after negotiating in good faith pursuant to Section 7.5 for a period of at least thirty days, to modify this Agreement to comply with applicable law;
- b. there is a change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and has not been stayed, and the parties are unable, after negotiating in good faith pursuant to Section 7.5 for at least thirty (30) days (or such lesser period as may be required to comply with FCC rules), to modify this Agreement to comply with the change in FCC rules, policies or precedent.
- c. a force majeure event (as defined under Section 11.7) has occurred and the Licensee has failed to broadcast the Programming on any two stations, at least one of which is either KBBK-FM or KFGE-FM for a continuous period of one hundred twenty (120) hours (other than as a result of weather conditions or utility failure generally affecting the broadcast stations in the market served by the Stations);
- d. the other party is in material breach of its obligations hereunder and has failed to cure such breach within ten (10) business days after receipt of written notice thereof from the non-breaching party; provided, however, that if the breach is one that cannot be cured with reasonable diligence within ten (10) business days, but could be cured within an additional thirty (30) days and the breaching party is diligently attempting to cure the breach, then the non-breaching party may not terminate this Agreement on account of such breach until such additional thirty (30) day period has elapsed without a cure;
- e. the other party is in material breach of its obligations under the Purchase Agreement and the time specified in the Purchase Agreement for curing the breach has expired; or
- f. the mutual consent of both parties.

9.3 Cooperation Upon Termination. If this Agreement is terminated or expires for any reason, Licensee shall be under no further obligation to make available to Programmer any further broadcast time or broadcast transmission facilities, and Programmer shall have no further obligation to make any payments to Licensee hereunder other than for Monthly Fee or Reimbursable Expenses payments that have accrued but are not yet paid on or prior to such termination or expiration.

- a. In the event of termination or expiration of this Agreement (other than pursuant to Section 9.1(a) (Closing of the purchase)), Licensee shall remit to Programmer the pro rata portion of any fees which were paid in advance by Programmer to Licensee, and Programmer shall reassign to Licensee the Uncollected Accounts Receivable (if applicable), in accordance with Article 6 hereof. All unperformed Advertising Contracts for commercial

advertising time to be aired during the Term shall automatically belong to Licensee upon and after the termination date, and Licensee shall have the right to perform such agreements and contracts and to collect and receive the money derived therefrom. Programmer shall remit to Licensee any money or consideration it shall have received as pre-payment for such unaired advertising. Programmer shall be entitled to all uncollected revenue for advertising already broadcast over the Station prior to the termination date, and Licensee shall pay over to Programmer any sums received in respect of the same.

b. Licensee shall be under no obligation to assume any other contracts of Programmer nor shall Licensee be obligated to employ any of Programmer's Employees.

ARTICLE 10 INDEMNIFICATION

10.1 Programmer's Indemnity Obligations. Programmer shall indemnify, defend, and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description, arising out of (a) Programmer's Programming under this Agreement; (b) Programmer's use, maintenance or repair of Licensee's studios, equipment or other property (ordinary wear and tear excepted); (c) any claim made by a Licensee employee with respect to Programmer's conduct during the LMA period; and (d) any breach of any representations, warranties, covenants, agreements, or obligations of Programmer contained in this Agreement. The obligations under this Section 10.1 shall survive any termination of this Agreement for a period not to exceed twelve (12) months; provided, however, that Programmer's liability hereunder together with its liability to Licensee under the Purchase Agreement, shall be limited to the amount of the Deposit under the Purchase Agreement. Notwithstanding the foregoing, if there is a Closing under the Purchase Agreement, the indemnification obligations under this Article 10 shall terminate and from and after the Closing, the indemnification terms contained in the Purchase Agreement shall govern any and all claims of indemnification made under this Agreement, except that no threshold or cap as set forth in Section 9.6 of the Purchase Agreement shall apply to claims arising under this Agreement, and the provisions (a) through (d) above of this Section 10.1 for Licensee claims, arising before the Closing Date are incorporated by reference into the indemnification provisions of the Purchase Agreement at Section 9.4 thereof. Notwithstanding the foregoing, the amount of any loss for which indemnification is to be provided pursuant to the provisions of this Section 10.1 shall be reduced by any amounts recovered or recoverable by the indemnitee under insurance policies with respect to such loss (net of the costs of obtaining such recovery and any related increase in insurance premiums). Any such amounts or benefits that may be received or realized by the indemnitee after indemnification for the loss has been paid to it by the indemnitor shall be paid by the indemnitee to the indemnitor promptly upon receipt thereof.

10.2 Licensee's Indemnity Obligations. Licensee shall indemnify, defend, and hold harmless Programmer from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, arising out of (a) Licensee's broadcasts under this Agreement; (b) any misrepresentation or breach of any warranty of Licensee contained in this Agreement; (c) any breach of any representations, warranties, covenants, agreements or obligations of Licensee contained in this Agreement; (d) Licensee's operation of the Stations prior to the Commencement Date, except to the extent Programmer has assumed the liability related thereto expressly in this Agreement; or (e) any claims based on the conditions of the

Licensee's studios or transmitter facilities which existed at or before the Commencement Date, or due to any changes in those conditions created by Licensee or its agents or employees at any later time (so long as such changes were not made at the request of Programmer). The obligations under this Section 10.2 shall survive any termination of this Agreement for a period not to exceed twelve (12) months; provided, however, that notwithstanding anything herein to the contrary, the indemnification obligations under this Article 10 shall terminate automatically and have no further force and effect upon the Closing of the Purchase Agreement, and from and after the Closing, the indemnification terms contained in the Purchase Agreement shall govern any and all claims of indemnification made under this Agreement.

10.3 Indemnification Procedure. If any claim (or proceeding relating thereto) by a person or entity not a party to this Agreement that is covered by the foregoing agreements to indemnify and hold harmless shall arise, the party who seeks indemnification (the "Indemnified Party") shall give written notice thereof to the other party (or parties) (the "Indemnitor") pursuant to the notice provisions set forth in this Agreement promptly after the Indemnified Party learns of the existence of such claim or proceeding; *provided, however*, that the Indemnified Party's failure to give the Indemnitor prompt notice shall not bar the Indemnified Party's right to indemnification unless such failure has materially prejudiced the Indemnitor's ability to defend the claim or proceeding. The Indemnitor shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend against any such claim or proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided that the Indemnitor shall not have the right to control the defense of any such claim or proceeding unless it has acknowledged in writing its obligation to indemnify the Indemnified Party fully from all liabilities incurred as a result of such claim or proceeding; *further provided* that (a) the Indemnitor shall not effect any settlement relating to any such claim or proceeding without Indemnified Party's written consent unless such settlement includes an unconditional release of such Indemnified Party from all liability on any claims that are the subject of such claim or proceeding and (b) the Indemnitor may not contractually bind any Indemnified Party without the written consent of the Indemnified Party. The parties will fully cooperate in any such action, and shall make available to each other any books or records useful for the defense of any such claim or proceeding. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such claim or proceeding within twenty (20) days after receiving notice thereof from the Indemnified Party (or such shorter time specified in the notice as the circumstances of the matter may dictate), the Indemnified Party shall be free to dispose of the matter, at the expense of the Indemnitor, in any way in which the Indemnified Party deems to be in its best interest.

ARTICLE 11 MISCELLANEOUS

11.1 Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties to this Agreement. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power operate as a waiver of any right or power herein conferred. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

11.2 Assignability; No Third Party Rights. The rights and obligations of Licensee and Programmer under this Agreement may not be assigned or delegated without the other party's

written consent, except as provided in this Section 11.2. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement, except as provided in this Section 11.2. Licensee acknowledges that the rights of Programmer under this Agreement shall be assigned to General Electric Credit Corporation, or an affiliate thereof ("GECC") as collateral security for repayment of debts and performance of obligations owed by Programmer to GECC, and notwithstanding any other provision of this Agreement to the contrary, Licensee hereby (i) agrees that its rights under this Agreement are subject to the assignment of such rights to GECC, and its successors and assigns, pursuant to such collateral assignment of this Agreement, and provided that Licensee shall have the right to consent to any restriction of Licensee's rights contained therein, and (ii) consents to the assignment of Programmer's rights under this Agreement to GECC, and its successors and assigns, as collateral security for such debts and obligations. Such collateral assignment shall be on terms and conditions set forth in Schedule 11.2 with respect to Licensee's rights and obligations under this Agreement and the collateral assignment. Licensee agrees to execute a consent substantially in the form attached as Schedule 11.2 as requested by GECC, and its successors and assigns, to evidence the foregoing.

11.3 Governing Law; Jurisdiction. The obligations of Licensee and Programmer are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Communications Laws and the rules and regulations of the FCC. The construction and performance of the Agreement will be governed by the laws of the State of New York, except for the choice of law rules used in that jurisdiction. All actions and proceedings to enforce the obligations of the parties under this Agreement shall be initiated in the U.S. District Court for the Southern District of New York or a New York State court of competent jurisdiction sitting in New York County, to the exclusion of all other courts, and the parties consent to the jurisdiction and venue of any such court and waive any argument that venue in such forum is not convenient.

11.4 Counterpart Signatures; Facsimile or Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original and all of which, taken together, shall constitute one and the same Agreement. All counterpart signature pages may be delivered by facsimile or electronic signature and shall have the same force and effect as if an original signature were being delivered.

11.5 Entire Agreement. This Agreement, together with the Purchase Agreement, and their respective exhibits and schedules, embody the entire agreement, and supersede all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

11.6 Relationship of Parties. Neither the Programmer nor Licensee will be deemed to be the agent, partner, or representative or joint venturer of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

11.7 Force Majeure. The failure of either party hereto to comply with its obligations under this Agreement due to acts of God, acts of war or terrorism directly affecting the Stations, strikes or threats thereof, or any other event which would generally be considered a force majeure, will not constitute a breach of this Agreement, and neither party will be liable to the other party therefor, except that: any resulting failure of Licensee to broadcast the Programs on any two Stations, at least one of which is either KBBK-FM or KFGE-FM for a continuous period of one hundred

twenty (120) hours or more at any time during the Term (other than as a result of weather condition or utility failure generally affecting the broadcast stations in the market served by the Stations) shall entitle Programmer to terminate this Agreement by providing Licensee written notice, but such event shall not constitute a breach of this Agreement by Licensee. Programmer and Licensee each agree to exercise its best efforts to remedy the conditions described above as soon as practicable.

11.8 Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

11.9 Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

11.10 Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Any reference in this Agreement to "Stations" shall include all of the Stations collectively, and each Station individually.

11.11 Notice. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any party pursuant to this Agreement shall be in writing, and shall comply with the notice provisions set forth in the Purchase Agreement.

[Remainder of page intentionally left blank and signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

PROGRAMMER

NRG MEDIA, LLC
By: Quass Communications, L.L.C.

By: _____
Name: Mary Quass
Title: Manager of Quass Communications, LLC

LICENSEE

TRIAD BROADCASTING COMPANY, LLC

By: Thomas S. Douglas
Name: Thomas S. Douglas
Title: SVP/CEO

MONTEREY LICENSES, LLC

By: Thomas S. Douglas
Name: Thomas S. Douglas
Title: SVP/CEO

NEBRASKA BROADCASTING COMPANY, LLC

By: Thomas S. Douglas
Name: Thomas S. Douglas
Title: SVP/CEO