

NEGOTIABLE PROMISSORY NOTE

\$425,000.00

____, 2002

Shakopee, MN

FOR VALUE RECEIVED, TWIN HEARTS MEDIA, INC. ("the Maker"), hereby promises to pay to the order of NORTH STAR BROADCASTING, LTD. ("Payee"; Payee and any successor holder hereof being referred to herein as "Holder"), at the offices of Payee at 1209 Pacific Avenue, Post Office Box 188, Benson, Minnesota 56215-0188, or such other place as Holder may designate to Maker from time to time, the principal sum of FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$425,000.00) together with interest on so much thereof as is from time to time outstanding and unpaid, at the rate hereinafter set forth, in lawful money of the United States of America, which shall at the time of payment be legal tender in payment of all debts and dues, public and private.

This promissory note ("the KSMM Note") is issued pursuant to that certain Asset Purchase Agreement between Payee as Seller and Maker as Buyer dated March 27, 2002 ("the Purchase Agreement") and in association with the execution of a "Security Agreement" ("the Security Agreement") as of the date hereof. The Purchase Agreement and the Security Agreement and all other instruments evidencing and/or securing the indebtedness hereunder contain certain additional rights and benefits of the Payee, and, by this reference, are hereby incorporated in this KSMM Note.

1. Interest. From and after the date hereof until repayment in full or the occurrence of an Event of Default, interest shall accrue on the principal balance from time to time outstanding hereunder at a rate equal to six percent per annum (6%) on the unpaid balance. Interest shall begin to accrue upon the execution hereof.

2. Repayment. All principal and interest hereunder shall be repaid on the fifth anniversary of the date first written above. Repayment shall be made in sixty equal monthly installments of principal and interest of EIGHT THOUSAND TWO HUNDRED SIXTEEN DOLLARS AND FORTY-FOUR CENTS (\$8,216.44) each, payable on the ____ day of each month, with the first such payment to be made on _____. At Holder's sole option, One Hundred Thousand Dollars (\$100,000) of the amount due under this Note may be forgiven as a donation to Payee under the terms of the Purchase Agreement, in which case such amount shall comprise the

payments which otherwise would be due last under the payment schedule herein.

3. Prepayment. This KSMM Note may be prepaid in whole or in part at any time without penalty, provided, however, that Maker shall provide written notice to Holder of its intent to make a prepayment no less than sixty (60) days before such prepayment is to be made.

4. Usury. If, from any circumstances whatsoever, payment of any obligation due under this KSMM Note at the time performance of such obligation shall be due shall involve exceeding the limit currently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then such obligation shall be reduced to the limit permitted, so that in no event shall any amount due be possible under this KSMM Note, or under any other instrument evidencing or securing the indebtedness evidenced hereby, that is in excess of the current limit permitted; but such obligations shall be fulfilled to the limit permitted.

5. Default. The failure of Maker to pay any installment payment hereunder, if not cured within ten (10) days of the due date, shall constitute an "Event of Default" hereunder, and shall trigger an acceleration of all principal and interest due provided, however, that only one such delinquent payment shall be permitted within any twelve-month period, such that the second payment not timely made within any twelve-month period shall immediately constitute an Event of Default. In addition, any default under the Security Agreement shall constitute an Event of Default of this Note. Upon an Event of Default, the principal indebtedness evidenced hereby, together with all unpaid interest accrued thereon, shall, at the option of the Holder, at once become due and payable and may be collected forthwith, regardless of the stipulated date of maturity. In addition to the foregoing, any untimely payment shall bear interest at a rate of twelve (12%) per annum (or such lesser amount as may be the maximum rate of interest permitted in the State of Minnesota) on the overdue amount.

6. Waivers. Maker hereby waives and renounces, for itself and its successors, presentment for payment, demand, protest and notice of demand, notice of dishonor, notice of nonpayment, and all other notices, except those provided for herein or required by applicable law. Maker hereby waives and renounces, for itself and its successors and assigns, all rights to the benefits of any statute of limitations, moratorium, reinstatement, marshaling, forbearance,

valuation, stay, extension, redemption, appraisement, and homestead exemption now provided, or which may hereafter be provided, by the Constitution and laws of the United States of America, or any state thereof, against the enforcement and collection of the obligations evidenced by this KSMM Note.

No failure to accelerate the debt evidenced hereby by reason of Event of Default hereunder, acceptance of a past due installment, or indulgences granted from time to time shall be construed (a) as a novation of this KSMM Note or a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this KSMM Note, or (b) to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law; and Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided, which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. No extension of the time for the payment of this KSMM Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this KSMM Note, shall operate to release, discharge, modify, change, or affect the original liability of Maker under this KSMM Note, either in whole or in part, unless Holder agrees otherwise in writing. No provision of this KSMM Note may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the waiver, change, modification or discharge is sought. Holder may, without the consent of Maker, release or discharge any maker, guarantor, accommodation party, or surety or release, surrender, waive, substitute, compromise, or discharge any security herefor without affecting the liability of the Maker hereunder. Holder may proceed against Maker without first or simultaneously proceeding against any security herefor.

7. Business Purpose. Maker hereby declare, represent and warrant that the indebtedness evidenced hereby is made in a commercial transaction for business purposes.

8. Notices. All notices required to be sent to the Lender or the Borrower pursuant to this KSMM Note shall be delivered to the addresses and in the manner set forth in the "Notices" paragraph of the Purchase Agreement.

9. Governing Law. This KSMM Note shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.

10. Forum. Maker hereto agree that any action or proceeding, including any collection action, arising out of this KSMM Note, may be commenced in the the courts of Carver County, Minnesota. Each party agrees that a summons and complaint commencing an action or proceeding in either of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to the party at the Borrower's address set forth in paragraph 31 of the Purchase Agreement, or as otherwise provided by Minnesota law. Further, the Borrower hereby specifically consents to the personal jurisdiction of the courts of Carver County, Minnesota and waives and hereby acknowledges that the Borrower is estopped from raising any claim that either such court lacks personal jurisdiction over the Borrower so as to prohibit either such court from adjudicating any issues raised in a complaint filed with either such court against the Borrower by the Lender concerning this KSMM Note.

11. Definitions. All capitalized terms used herein as defined terms which are not defined herein but are defined in the Purchase Agreement or Security Agreement shall have the respective meanings herein as set forth in the Purchase Agreement and/or Security Agreement. Additionally, as used herein, the terms "Maker" and "Holder" shall be deemed to include their respective heirs, successors, legal representatives, and assigns, as the case may be, and any guarantor or endorser hereof.

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SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Maker have caused this KSMM Note to be executed on the date first above written in at Shakopee, County of Scott, State of Minnesota

ATTEST:

MAKER:

TWIN HEARTS MEDIA, INC.

_____ By _____