

LOCAL MARKETING AGREEMENT

(Lake City Station)

THIS LOCAL MARKETING AGREEMENT (this "**Agreement**") is effective as of October 1, 2007 by and between NRG Media, LLC, a Delaware limited liability company and NRG License Sub, LLC, a wholly-owned subsidiary of NRG Media, LLC (collectively "**Licensee**"), and Q Media Group, LLC, a Minnesota limited liability company ("**Programmer**").

RECITALS

A. Licensee owns and operates radio broadcast station KLCH (FM), Lake City, MN (the "**Station**") 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 Station, 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 Station and to accept for broadcast on the Station the programs of Programmer, on the terms and conditions set forth in this Agreement.

D. Licensee and Programmer are also parties to that certain Purchase and Sale Agreement, dated October 1, 2007 (as such may be amended, modified or restated, the "**Purchase Agreement**") providing for the purchase of the Station 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.

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 as of October 1, 2007 at 12:01 a.m. Central Time (the "**Commencement Time**") and shall continue, unless terminated earlier pursuant to Article 9 hereof, until the occurrence of the earliest of the following events: (a) the consummation of the "**Closing**" of the sale of the assets and assignment of the licenses for the Station to Programmer pursuant to the Purchase Agreement; (b) the first day of the month following termination of the Purchase Agreement; 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 Licenses to Programmer becomes a Final Order.

ARTICLE 2
PROGRAMMER'S PURCHASE OF AIRTIME AND PROVISION OF PROGRAMMING

2.1 Purchase of Airtime. During the Term, Programmer shall purchase from Licensee, on the terms specified below, all airtime on the Station twenty-four (24) hours per day, seven (7) days per week, except for periods of regularly scheduled or necessary maintenance and provided that Licensee may broadcast its own programming for no more than two (2) hours each week, between the hours of 4:00AM and 6:00AM on Sundays, on each Station.

2.2 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 Station (the "**Programming**") in compliance with the terms of this Agreement. The Programmer shall provide Programming consistent, in terms of content and format, with the programming provided on the Station by the Licensee before the Commencement Time, unless the Programmer obtains the prior written approval of the Licensee, which such consent shall not be unreasonably withheld. During the Term, Licensee shall cause to be broadcast on the Station the Programming which Programmer supplies to the Station, subject to the terms and conditions of this Agreement. Programmer shall deliver such Programming to the respective Station's 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.

2.3 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 ground for termination under any agreement to which it is a party or by which it is bound.

ARTICLE 3
TERM PAYMENTS; OPERATING EXPENSES

3.1 Consideration. For the broadcast of the Programming pursuant to Article 2, and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer shall pay Licensee an aggregate monthly fee (the "**Monthly Fee**") each month during the term of this Agreement in an aggregate amount equal to \$781.25 per month. The Monthly Fee shall be paid on the first business 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 but pre-empted by Licensee, and for any period during which the Station was not operating at full authorized power. Such credit shall be determined by multiplying the Monthly Fee for such month by a fraction, the numerator of which is the number of hours during the month during which Programming was pre-empted or the Station was not operating at full power, and the denominator of which is the total number of hours of Programming that Programmer would have broadcast over the Station during such month if no Programming had been pre-empted and the Station had operated at full power.

3.2 Operating Expenses. Licensee shall be responsible for, and pay in a timely manner, all ordinary and necessary costs of operating the Station, including but not limited to, rent, utilities, insurance costs, salaries, payroll taxes, benefits and related costs of the employees referred to in Section 6.2, FCC regulatory fees, taxes and reasonable maintenance and repair costs for the Station's transmitters and antenna systems and their main studios and other facilities ("*Operating Expenses*"). Programmer shall reimburse Licensee for all Operating Expenses incurred during the Term. On or before the fifteenth (15th) of each month, Licensee shall deliver to Programmer an invoice for the Operating 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 fifteen (15) 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.

3.3 Programmer's Obligations. During the Term, Programmer will be responsible for paying directly: (a) the salaries, taxes, insurance and related costs for all personnel employed by Programmer; and all costs and expenses of obtaining or production of the programs supplied to Licensee for broadcast on the Station; (b) the costs of delivering such programs to Licensee; and (c) the salaries, taxes, insurance, commissions and related costs for all personnel used in the promotion, marketing, and sale of advertising time on the Station.

ARTICLE 4 PRORATIONS

4.1 Apportionment of Income and Expense. Licensee shall be entitled to all income attributable to and earned, and shall be responsible for all expenses, obligations and liabilities arising out of, the operation of the Station prior to, and until the Commencement Time. Programmer shall be entitled to all income attributable to and earned, and shall be responsible for reimbursing Licensee pursuant to Section 3.2 all Operating Expenses arising out of, the operation of the Station after the Commencement Time (except for tower rental income and income and expenses attributable to advertising or program time sold by Licensee for broadcast during the hours reserved for Licensee's Programming pursuant to Section 2.1 of this Agreement). All overlapping items of income or expense shall be prorated or reimbursed, as the case may be, as of the Commencement Time (the "*Prorations*"). The parties acknowledge that Section 1.7 of the Purchase Agreement shall govern the handling of Programmer's obligations with respect to Licensee's accounts receivable and the handling of payments with respect thereto..

4.2 Transferring Employees.

a. As of the date of the Commencement Time and during the Term of this Agreement, Programmer shall employ a sufficient number of employees, with sufficient expertise, to enable it to comply with its obligations under this Agreement. Licensee shall pay all compensation and benefits owed to or accrued by its employees up to and including the Commencement Time. Except for the employees retained by Licensee hereunder, Programmer may, after the Commencement Time, employ those of Licensee's employees as Programmer may elect on terms and conditions determined by Programmer in Programmer's sole discretion. Programmer shall credit each of those employees with his or her accrued vacation time and sick leave through the Commencement Time, the

value of which will be prorated and reimbursed by Licensee to Programmer. Licensee shall remain solely responsible for all severance pay (if any), accrued vacation time, sick leave and any other benefits of those of Licensee's employees who do not enter into Programmer's employ after the Commencement Time.

b. For each Station employee that is offered and accepts employment by Programmer before or after the Commencement Time (a "**Transferred Employee**"), Programmer shall be responsible after the date of commencement of such employment by Programmer (the "**Employment Commencement Date**") for all liabilities and obligations arising on or after the Employment Commencement Date with respect to such Transferred Employees' salaries, commissions, vacation, or other pay, and for insurance or other employee benefits, all on terms that Programmer determines to offer such employees as part of their employment with Programmer, provided, however, that nothing contained herein shall obligate Programmer to employ a Transferred Employee for any specific period beyond the Closing Date.

c. Notwithstanding anything herein to the contrary, Programmer shall reimburse Licensee for all costs and expenses associated with any COBRA coverage provided under any of Licensee's benefit plans to any Transferred Employees on or after the Employment Commencement Date. Programmer covenants that it will, no later than December 1, 2007, offer to the Transferred Employees group health care coverage on terms at least as favorable as provided by Licensee prior to the Employment Commencement Date.

4.3 Assignment of Accounts Receivable. Within twenty (20) days immediately following the Commencement Time, in exchange for Licensee's receipt from Programmer of the A/R Payment (defined below), Licensee shall sell, assign and transfer to Programmer, and Programmer shall purchase, assume and accept, all of Licensee's right, title and interest in its accounts receivable directly attributable to the operation of the Station (the "**Accounts Receivable**"), as reflected on the Accounts Receivable report provided to Programmer by Licensee (the "**A/R Report**"). For purposes of this Agreement, the "**A/R Payment**" shall mean that amount, payable in cash by wire transfer of immediately available funds to an account designated by Licensee, equal to (i) eighty-five percent (85%) of the total Accounts Receivable identified on the A/R Report less (ii) the amount of cash payments received and retained by Seller prior to Closing attributable to the Trade Agreements entered into by NRG at the recent auction held in September 2007 for the Station (the "**Collected Auction Proceeds**"), provided that the Collected Auction Proceeds shall not exceed \$12,000 for purposes of calculating the A/R Payment under this Section 4.3 and no portion of such Collected Auction Proceeds shall also be applied toward the calculation of the "A/R Payment" pursuant to Section 3.1 of the Red Wing Purchase & Sale Agreement (as defined in the Purchase Agreement).

ARTICLE 5 ADVERTISING SALES

5.1 Advertising Sales. Programmer will be responsible for the sale of advertising on the Station after the Commencement Time and for the collection of accounts receivable arising from advertising broadcast on the Station after the Commencement Time, and Programmer shall

be entitled to retain all such accounts receivable and to receive all revenues of the Station during the Term, except for accounts receivable and revenues from advertising or program time sold by Licensee for broadcast during the hours reserved for Licensee's Programming pursuant to Section 2.1 of this Agreement.

5.2 Advertising, Programming and Trade Agreements.

a. On and after the Commencement Time, Programmer shall perform all obligations of Licensee under the advertising contracts relating to the Station in effect as of the Commencement Time (the "**Advertising Contracts**"), the programming contracts relating to the Station in effect as of the commencement Time and identified on Schedule A attached hereto (the "**Programming Contracts**") and the agreements in effect as of the Commencement Time under which Licensee has agreed to provide commercial advertising time on the Station after the Commencement Time in exchange for property or services in lieu of, or in addition to, cash ("**Trade Agreements**"). On and after the Commencement Time until the end of the Term, Licensee shall not enter into any Advertising Contracts, Programming Contracts or Trade Agreements (collectively, "**Contracts**") under which Programmer shall have any liabilities or obligations without Programmer's consent.

b. Subject to this Section 5.2 and receipt of any consents necessary to permit the valid assignment and assumption thereof, Licensee shall assign on the date of the Closing (as defined in the Purchase Agreement), to Programmer Licensee's rights, and Programmer shall assume Licensee's obligations, under the Contracts. Licensee and Programmer shall use commercially reasonable efforts to obtain the consent of the other contracting parties to the assignment of the Contracts if so required, provided that neither Licensee nor Programmer shall be obligated to pay money to any other contracting party to obtain any such consent. If the parties are unable to obtain any consent necessary to permit the valid assignment of any Contract, Programmer shall cooperate with Licensee in arranging for or otherwise providing for the broadcast on the Station of all advertisements and commercial matter required to be broadcast under such Advertising Contracts and of all programming matter required to be broadcast under such Programming Contracts until such consent is obtained and Programmer shall, and Licensee shall cause Programmer to, receive the full benefit of such Advertising Contracts and Programming Contracts. All amounts received under all Advertising Contracts for the sale of airtime to be performed or aired after the Commencement Time shall be paid by Licensee to Programmer promptly after receipt thereof. Beginning at the Commencement Time, Programmer shall cooperate with Licensee in arranging for or otherwise providing for the broadcast on the Station of all advertisements and commercial matter required to be broadcast under the Trade Agreements, and Programmer shall be entitled to all goods and services to be provided to the Station after the Commencement Date under the Trade Agreements.

ARTICLE 6
OPERATION, OWNERSHIP AND CONTROL OF THE STATIONS
COMPLIANCE WITH THE COMMUNICATIONS ACT AND FCC RULES AND
REGULATIONS

6.1 Regulatory Compliance. Licensee shall be responsible for the Station's 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 Station's 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.

6.2 Licensee Personnel. Licensee shall employ a staff sufficient to be at all times compliant with the FCC's main studio staffing rules. Licensee's general manager shall report solely to and be accountable solely to Licensee. Licensee shall be responsible for the salaries, taxes, insurance, and related costs of all personnel employed by Licensee, and such costs of the staff necessary and sufficient to comply with FCC rules shall be expressly included in the Operating Expenses to be reimbursed by Programmer pursuant to Section 3.2.

6.3 Licensee's Rights. Nothing contained herein shall prevent Licensee from (a) maintaining control over all decisions with respect to its personnel at the Station, (b) rejecting or refusing programs which Licensee reasonably believes to be contrary to the public interest, or (c) 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 Station's respective communities of license. Licensee also reserves the right to refuse to broadcast any program which does not meet the requirements of the rules, regulations, and policies of the FCC. 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 policies. Programmer will serve Licensee with notice and a copy of any letters of complaint it receives concerning any program broadcast on the Station for Licensee review and inclusion in the appropriate Station's public inspection file.

6.4 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 Station. 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 Station, 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 Station, 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.

6.5 Station Identification Announcements/EAS Tests.

a. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the programs it delivers 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 programs and in any promotional material, in any media, used in connection with its promotion and marketing of the Station.

b. During all hours when Programmer is delivering the Programming for broadcast over the Station, Programmer shall utilize Licensee's receivers capable of receiving test messages and alerts over the Emergency Broadcast System, 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 Station, Programmer shall cause the appropriate EAS test or alert message to be transmitted over the Station, shall, in the event of an actual activation of the Emergency Broadcast System, cause all steps that the Station is required to take in such an event to be taken, and shall be responsible for assuring that the receipt and broadcast of all EAS tests and alerts are properly recorded in the Station's logs.

6.6 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 Station's facilities, including

specifically control over the Station's 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.

6.7 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.

6.8 Qualifications; Etc. Programmer 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 Station in accordance with its terms. Between the date hereof and the termination of this Agreement, Programmer will not take any action that would disqualify it from providing programming on the Station pursuant to this Agreement. Programmer has sufficient financial resources to pay the Monthly Fee and the Operating Expenses as and when due, and to otherwise perform its obligations under this Agreement. Programmer 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 Station to revocation, termination, non-renewal, or adverse modification.

ARTICLE 7 MAINTENANCE OF FACILITIES

7.1 Licensee's Studios. 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 equipment and facilities owned by Licensee, or to which Licensee has such rights of access, to perform under this Agreement; provided that all such activity shall be conducted by Programmer under the full supervision and authority of Licensee's general manager.

7.2 Programmer's Technical Improvements. During the Term, Programmer shall be responsible for any technical improvements that it makes to the Station's facilities, but such technical improvements shall only be made with the advance written consent of Licensee. In the event of termination or expiration of this Agreement (other than pursuant to Section 1.1(a) (Closing of Purchase)), the Programmer, with respect to such technical improvements, shall either (i) relinquish all technical improvements to the Licensee for no remuneration of any kind or (ii) at the request of Licensee, remove all technical improvements and return the space, equipment and furnishings to the their original state before such technical improvements (at the Programmer's sole expense).

ARTICLE 8
STATIONS BROADCAST; PROGRAMS

8.1 Station Broadcast Guidelines. Licensee has adopted and will enforce certain guidelines (“**Guidelines**”), a copy of which appears as Schedule B hereto and are incorporated herein by reference. Programmer agrees and covenants to comply with the Guidelines with respect to the Programming broadcast on the Station.

8.2 Production of the Programs. Programmer agrees that the programs it transmits to Licensee for broadcast on the Station shall conform to all FCC rules, regulations and policies and all other applicable laws in all material respects.

8.3 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 programs broadcast pursuant to Article 2. Programmer represents and warrants and covenants to Licensee that Programmer has full authority to broadcast its Programming on the Station, and that Programmer shall not broadcast any material in violation of the Copyright Act. Licensee will be responsible for all music licensing requirements for periods of time in which Licensee’s programming is aired on any of the stations.

8.4 Payola. Programmer agrees that it will not 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 Station, will execute and provide Licensee with a Payola Affidavit in the form attached hereto as Schedule C.

ARTICLE 9
TERMINATION

9.1 Termination. 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 6.7 for a period of at least thirty days, to modify this Agreement to comply with applicable law.

b. 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;

c. 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;

d. the mutual consent of both parties; or

e. 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 6.7 for at least thirty (30) days, to modify this Agreement to comply with the change in FCC rules, policies or precedent.

9.2 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 payments under Article 3 accrued but 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 1.1(a) (Closing of Purchase)), Licensee shall remit to Programmer the pro rata portion of any fees which were paid in advance by Programmer to Licensee in accordance with Article 3 hereof. All unperformed agreements and contracts for advertising to be aired during Programmer's time shall automatically belong to Licensee, who 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 such termination, and Licensee shall pay over to Programmer any sums received in respect of the same.

b. In the event of termination or expiration of this Agreement (other than pursuant to Section 1.1(a) (Closing of Purchase)), all Contracts assigned to Programmer by Licensee in accordance with Section 5.2 hereof will be assigned back to Licensee by Programmer and Licensee will accept such reassignment. Licensee shall, on and as of the date of such termination, assume and become fully liable and responsible for those liabilities and obligations under those Contracts assigned back to Licensee. 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 broadcasts under this Agreement; (b) Programmer's use of Licensee's studios, equipment or other property (ordinary wear and tear excepted); (c) any misrepresentation or breach of any warranty of Programmer contained in this Agreement; and (d) any breach of any covenant, agreement, or obligation 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.

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 covenant, agreement or obligation of Licensee contained in this Agreement; (d) Licensee's operation of the Station prior to the Commencement Time, 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 Time, 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.

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. Programmer acknowledges that the rights of Licensee 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 Licensee to GECC, and notwithstanding any other provision of this Agreement to the contrary, Programmer hereby (i) agrees that its rights under this Agreement are subject to the rights of GECC, and its successors and assigns, pursuant to such collateral assignment of this Agreement, and (ii) consents to the assignment of Licensee's rights under this Agreement to GECC, and its successors and assigns, as collateral security for such debts and obligations. Programmer agrees to execute such instruments 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 Act of 1934, as amended (the "**Act**"), 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 Minnesota 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 an appropriate state or federal court in Minnesota 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. 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 Station, 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 the Station for a continuous period of seventy-two (72) hours or more at any time during the Term shall entitle Programmer to terminate this Agreement by providing Licensee written notice. 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.

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.]

EXECUTION COPY

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

LICENSEE

NRG MEDIA, LLC

By: Quass Communications, L.L.C.

By: Mary Quass
Name: Mary Quass
Title: Manager

NRG LICENSE SUB, LLC

By: NRG Media, LLC

By: Quass Communications, L.L.C.

By: Mary Quass
Name: Mary Quass
Title: Manager

PROGRAMMER

Q MEDIA GROUP, LLC

By: _____
Name: Alan R. Quarnstrom
Title: Manager

EXECUTION COPY

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

LICENSEE

NRG MEDIA, LLC

By: Quass Communications, L.L.C.

By: _____

Name: _____

Title: _____

NRG LICENSE SUB, LLC

By: NRG Media, LLC

By: Quass Communications, L.L.C.

By: _____

Name: _____

Title: _____

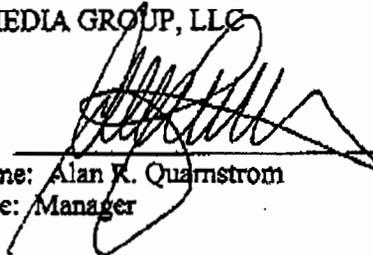
PROGRAMMER

Q MEDIA GROUP, LLC

By: _____

Name: Alan R. Quarnstrom

Title: Manager



SCHEDULE A

PROGRAMMING CONTRACTS AND TRADE AGREEMENTS

Contract Vendor Legal Name	Stations covered by this contract	Contract Type Code	Services	Market Exclusive	Begin Date mm/dd/yy	Current End Date mm/dd/yy	Contact Info
Waitt Radio Networks, L.L.C. (no signatures either party)	KLCH-FM	PP	AC Pure (Express)	Y	3/28/2005	2008/03/28	1000 North 90th Street, Suite 105 Omaha, NE 68114 Notices to Attn: of Kurt Luchs, GM, President
Weather Eye, Inc. Not signed by Weather Eye	KLCH	PP	Weather Services	N	06/15/02	06/15/03 has auto renewed to 06/15/08	Weather Eye, Inc. PO Box 25255 Woodbury, MN 55125 Steve Wohlenhaus, Pres. 612-670-9399 steve@weathereyeonline.com

Trade Agreements:

Licensee records in the Station's traffic log system the spots to be run for vendors pursuant to oral or written trade agreements that Licensee has agreed to. Programmer agrees to fulfill Licensee's obligations under the trade agreements by running all of the trade spots scheduled to air after the Commencement Date and, if needed, after the Closing Date as reflected in the Station's traffic log system.

SCHEDULE B

GUIDELINES

PROGRAM AND OPERATING STANDARDS

Licensee and Programmer shall cooperate in the broadcasting of programs of the highest possible standard of excellence. Without limiting the generality of the foregoing, they shall observe the following policies in the preparation, writing and production of their own (non-syndicated or network) programs:

1. **Respectful of Faiths.** The subject of religion and references to particular faiths and tenets shall be treated with respect at all times.
2. **Controversial Issues.** Programmer shall exercise care to ensure that, during any discussion of controversial issues of public importance, no attacks on the honesty, integrity or like personal qualities of any person or group of persons shall be made. During the course of political campaigns, Station programs (other than public forum or talk features) are not to be used as a forum for editorializing about individual candidates without the express permission of Licensee. If such events occur, Licensee may require that responsive programming be aired. In the event that a statute, regulation or policy is adopted that requires the airing of responsive programming, Programmer shall comply with such statute, regulation or policy, and shall provide such responsive programming.
3. **Donation Solicitation.** Requests for donations in the form of a specific amount shall not be made if there is any suggestion that such donation will result in miracles, physical cures or life-long prosperity. However, statements generally requesting donations to support a broadcast or Church are permitted.
4. **Treatment of Parapsychology.** The advertising or promotion of fortune-telling, occultism, astrology, phrenology, palm reading or numerology, mind-reading, character readings or subject of the like nature shall not be broadcast.
5. **No Ministerial Solicitations.** No invitations by a minister or other individual appearing on the program to have listeners come and visit him or her for consultation or the like shall be made if such invitation alleges that the listeners will necessarily receive monetary gain or total physical cures for illness as the result of a payment made in the course of such visit.
6. **No Vending of Miracles.** Any exhortation to listeners to bring money to a Church affair or service is prohibited if the exhortation, affair or service contains any suggestion that miracles, total physical cures or life-long prosperity will result.
7. **No Enrichment Solicitation.** Any invitation to listeners to meet at places other than a Church and/or to attend other than regular services of a Church is prohibited if the invitation, meeting or service contains any claim that life-long prosperity will result.

8. **Sale of Religious Artifacts.** The offering for sale of religious artifacts or other items for which listeners would send money is prohibited unless such items are normally available in ordinary commerce or are clearly being sold for proper fund-raising purposes.

9. **Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

10. **No "Dream Books".** References to "dream books," the "straight line" or other direct or indirect descriptions or solicitations relative to the "numbers game," or the "policy game," or any other form of gambling are prohibited.

11. **No Numbers Games.** References to chapter and verse paragraphs, paragraphs numbers or song numbers, which involve three digits should be avoided and, when used, must reasonably relate to a non-gambling activity.

12. **Required Announcements.** Programmer shall broadcast (a) an announcement in form satisfactory to Licensee at the beginning of each hour to identify the Station, (b) an announcement at the beginning of each broadcast day or appropriate broadcast period to indicate that program time has been purchased by Programmer, and (c) any other announcement that may be required by law, regulation or Station policy.

13. **No Illegal Announcements.** No announcement or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Station.

14. **Licensee Discretion Paramount.** In accordance with Licensee's responsibility under the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Communications Commission, Licensee reserves the right to reject or terminate any advertising or programming being presented over the Station which is in conflict with Station policy or which in Licensee's sole but reasonable judgment would not serve the public interest.

15. **Programming Prohibitions.** Programmer shall not knowingly broadcast any of the following programs or announcements:

(a) **False Claims.** False or unwarranted claims for any product or service.

(b) **Obscenity.** Any programs or announcements that are obscene either in theme or treatment.

(c) **Descriptions of Bodily Functions.** Any continuity which describes in a repellent manner bodily functions.

The parties may jointly waive any of the foregoing policies in specific instances if, in the opinion of both Licensee and Programmer, good broadcasting in the public interest is served.

In any cases where obvious questions of policy or interpretation arise, Programmer shall attempt in good faith to submit the same to Licensee for decision before making any commitments in connection therewith, and Licensee shall use its best efforts to reach a timely decision taking into due consideration the business objectives of Programmer.

SCHEDULE C

ANTI-PAYOLA DECLARATION

_____ states under penalty of perjury as follows:

1. I am [identify title or position of employment] of _____ (Programmer).

2. So far as I am aware, all programming furnished by Programmer to Station _____ (the "Station"), for which services, money or other valuable consideration has been directly or indirectly paid or promised to, or charged or accepted by Programmer or any other person unless at the time of broadcast, has included an announcement, or has otherwise indicated, that the programming was paid for or furnished by payor.

3. I confirm that, in the future, Programmer will not pay, promise to pay, request or receive any service, money or other valuable consideration, direct or indirect, from a third party in exchange for the influencing of, or the attempt to influence, the preparation or presentation of broadcast matter on the Station unless such broadcast matter is to be accompanied by proper sponsorship identification announcements.

4. Except as may be reflected in Paragraph 5 hereof, neither Programmer, Programmer's officers, directors or stockholders, nor members of the immediate families of Programmer's officers, directors or stockholders, nor any employee of Programmer has any present direct or indirect ownership interest in any entity engaged in the following businesses or activities (other than an investment in a corporation whose stock is publicly held) serves as an officer or director of, whether with or without compensation, or serves as an employee of, any entity engaged in the following business or activities:

(a) The publishing of music;

(b) The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;

(c) The exploitation, promotion, or management of persons rendering artistic, production and/or other services in the entertainment field; or

(d) The wholesale or retail sale of records intended for public purchase.

5. A full disclosure of such interest referred to in Paragraph 4 above, is as follows:

[Provide Details as appropriate]

Executed under penalty of perjury, this _____ day of _____, 200__.