

MODIFICATION AGREEMENT

THIS AGREEMENT, by and between Sauk Broadcasting Corporation, (Sauk), licensee of FM Broadcast Station **WNFM, Reedsburg, Wisconsin**, Broadcast Properties of La Crosse, Inc. (Properties), licensee of FM Broadcast Station **WLXR, La Crosse, Wisconsin**, Riverview Communications, Inc. (Riverview), licensee of FM Broadcast Station **WKBH, Trempealeau, Wisconsin**, and Ronald L. Bushland, d/b/a Bushland Radio Specialties (Bushland), licensee of FM Broadcast Station **WCFW, Chippawa Falls, Wisconsin**, made this ____ day of May 1995:

W I T N E S S E T H:

WHEREAS, Sauk, Properties, Riverview, and Bushland entered into an agreement on December 7, 1992, by which each stated that it had no objection to any other party's station increasing its effective radiated power to 6 kW at its present transmitter site, or an equivalent site, as described therein;

WHEREAS, since the execution of said December 7, 1992, agreement, Bushland has obtain the approval of the Federal Communications Commission to operate WCFW on another frequency such that its participation in the December 7, 1992, agreement may no longer be necessary; and

WHEREAS, the remaining parties to the December 7, 1992, agreement wish to reaffirm their intentions regarding mutual increases in effective radiated power;

WHEREAS, Sauk has entered into an agreement with Americus

Communications, Inc., the current licensee of Radio Station WKQH (formerly WMGU), Marathon, Wisconsin, pursuant to which WKQH agrees not to object to WNFM increasing its power to 6 kW from its present transmitter site;

NOW, THEREFORE, the parties agree as follows:

The agreement of December 7, 1992, by and between Sauk, Properties, Riverview, and Bushland is hereby amended to delete reference to WCFW increasing power as a condition of the other stations increasing power and to delete all references to an agreement between Goetz Broadcasting Corporation or Sauk and Eagle of Wisconsin, Inc.

Sauk, Properties, and Riverview each hereby affirm that they have no objection to stations WNFM, WLXR, and WKBH increasing power in the direction of any of the other mentioned stations to a maximum of 6 kW at an antenna height of 100 meters above average terrain (or an equivalent power/height) at its present transmitter site, or at any other site where the predicted 1 mV/m contour does not extend further toward the 1 mV/m contour of another mentioned station than would the 1 mV/m contour if said station were operating at its present transmitter site with an effective radiated power of 6 kW erp at an antenna height of 100 meters above average terrain, so long as Sauk, Properties, and/or Riverview, as the case may be, is able to similarly increase the facilities of its station (i.e. a mutual increase).

This Modification Agreement shall be binding upon the heirs, executors, administrators, assigns and successors and legal

representative of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, here executed this Modification Agreement as of the date first written above.

SAUK BROADCASTING CORPORATION

By _____

BROADCAST PROPERTIES OF LA CROSSE, INC.

By *Philip J. Kelly*

RIVERVIEW COMMUNICATIONS, INC.

By _____

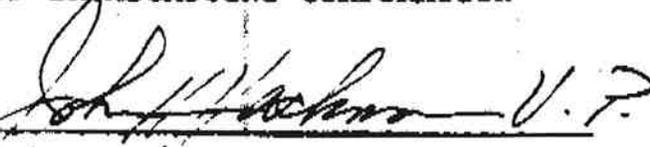
RONALD L. BUSHLAND

By _____

representative of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, here executed this Modification Agreement as of the date first written above.

SAUK BROADCASTING CORPORATION

By  V.P.

BROADCAST PROPERTIES OF LA CROSSE, INC.

By _____

RIVERVIEW COMMUNICATIONS, INC.

By _____

RONALD L. BUSHLAND

By _____

AGREEMENT

Sauk Broadcasting Corporation, a Wisconsin Corporation (Sauk) and Americus Communications, Inc., a Wisconsin Corporation (Americus), hereby agree, as of this 24 day of May, 1995, as follows:

W I T N E S S E T H:

WHEREAS, Sauk is the licensee of FM Broadcast Station **WNFM**, **Reedsburg**, Wisconsin, operating on 104.9 MHz with 3 kW effective radiated power (erp), a Class A station; and

WHEREAS, Americus is the licensee of FM Broadcast Station **WKQH**, **Stevens Point**, Wisconsin, operating on 104.9 MHz, at 3 kW erp, a class A station, and has received the approval of the Federal Communications Commission (FCC) to change its city of license to Marathon, Wisconsin and operate as a Class C3 station from a different transmitter site; and

WHEREAS, Sauk desires that WNFM increase its erp to 6 kW, the maximum permitted Class A FM stations under the rules of the Federal Communications Commission; and

WHEREAS, the transmitter sites of Stations WNFM and WKQH are short-spaced pursuant to Section 73.207 ("Minimum Distance Separation Between Stations") of the Rules of the Federal Communications Commission (FCC); and

WHEREAS, an agreement between Sauk and Americus accepting such short-spacing is required by the FCC before it will approve an application for an increase in the erp of WNFM; and

WHEREAS, Americus has no objection to WNFM increasing power in the direction of Station WKQH to a maximum of 6 kW at an antenna height of 100 meters above average terrain (or an equivalent power/height) at its present transmitter site (coordinates: 43° 35' 32"; 90° 00' 42"), or any other site which is no closer to the present WKQH transmitter site than is the present WNFM transmitter site; and

WHEREAS, Sauk has no objection to WKQH operating as a full Class C3 station licensed to Marathon, Wisconsin, provided WKQH's transmitter site falls within a particular area.

NOW, THEREFORE, the parties agree as follows:

1. Americus hereby consents to the operation of WNFM, Reedsburg, Wisconsin, with an effective radiated power up to 6 kW at a height of 100 meters above average terrain (or an equivalent power/height) at its present transmitter site, or at any other transmitter site which is no closer to the present WKQH transmitter site than is the present WNFM transmitter site.

2. In consideration of the consent of Americus, Sauk hereby agrees to the operation of WKQH, Marathon, Wisconsin, with an effective radiated power of 25 kW, and an antenna height of 100 meters above average terrain (or equivalent power/height) from the transmitter site presently authorized in its outstanding construction permit, or from any other transmitter site falling within the "transmitter siting window" depicted on the attached map and made a part of this Agreement. Sauk will not, directly or indirectly, initiate any action, or oppose in any way, any application or other

effort by WKQH to construct and operate from a transmitter site falling within the transmitter siting window. It is understood that WNFM, operating with full Class A facilities, will not cause interference (as defined by the FCC) to WKQH operating as a Class C3 facility from any transmitter site within the transmitter siting window.

3. In further consideration of the consent of Americus, Sauk agrees to cause to be paid to Americus the sum of Five Thousand Dollars (\$5,000.00) within five (5) days of the date of this Agreement, and an additional Five Thousand Dollars (\$5,000.00) within five (5) days of the date on which the FCC has approved operation by WNFM at 6 kW and an antenna height of 100 meters above average terrain (or equivalent power/height) for WNFM, and such approval has become final and not subject to reconsideration or review by the FCC or any court. It is understood by the parties that all such money is to be paid for the purpose of defraying the legal, engineering and other costs incurred by Americus in becoming a party to this Agreement.

4. To assure payment of this money to Americus, within five (5) days of the execution of this Agreement, Sauk shall cause to be placed the sum of Ten Thousand Dollars (\$10,000.00) into escrow with Miller & Miller, P.C. as escrow agent. Said funds shall be put into a separate federally-insured interest bearing account and held until disbursed pursuant to the terms of this agreement. All accrued interest on the money in escrow shall belong to Sauk. Should the FCC dismiss or deny Sauk's application to increase the

facilities of WNFM to 6 kW erp, or equivalent, and said FCC decision shall become final, then the escrow agent is authorized to return all funds then in escrow to Sauk within five (5) days of such finality, and neither party hereto shall have any further liability. The parties hereto agree to hold the escrow agent harmless for any act done in what it believes is good faith compliance with its duties under this Agreement.

5. The parties hereby agree that a copy of this Agreement may be filed with the FCC by either party.

6. This Agreement shall be binding upon the heirs, executors, administrators, assigns, successors and legal representatives of the parties hereto.

7. The parties recognize that the matters covered by this Agreement are unique and that they would be damaged seriously upon a breach of the other party, which damage could not be adequately compensated by monetary damages. Accordingly, the parties, in addition to all other legal remedies, shall have the right to enforce the terms of this Agreement by a decree of specific performance.

8. This Agreement may be executed in counterpart.

9. Time is of this essence in this Agreement. Should the FCC fail to grant its approval of the application for increased power by WNFM within eighteen (18) months of the date of this Agreement, then either party may withdraw from this agreement without liability, and all sums then in escrow shall be returned to Sauk.

10. As further consideration for the agreement of Americus

hereto, Sauk agrees to obtain the agreement of Broadcast Properties of LaCrosse, Inc., licensee of FM station WLXR-FM, LaCrosse, Wisconsin, and Riverview Communications, Inc., licensee of FM station WKBH, Trempealeau, Wisconsin, which stations will also be permitted to increase exp as a result of this Agreement, to take no action in opposition to any application or effort of WKQH as a Class C3 Marathon station to change its transmitter site to one within the transmitter siting window. The failure of WLXR-FM or WKBH to so agree shall render this Agreement null and void.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

Witness:

SAUK BROADCASTING CORPORATION

Witness:

AMERICUS COMMUNICATIONS, INC.

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WSPT/WSP0/WKQH

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

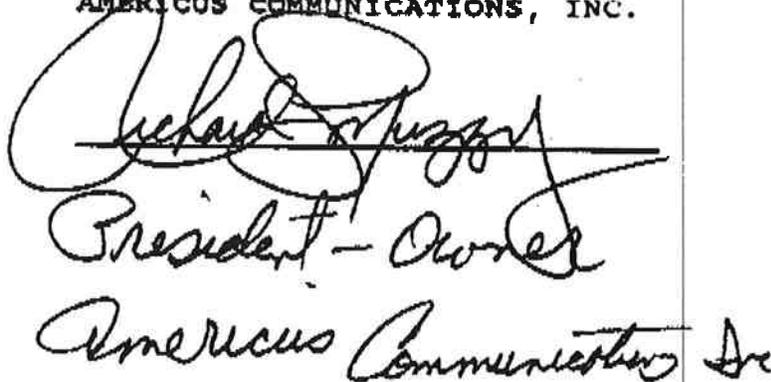
Witness:

SAUK BROADCASTING CORPORATION

Witness:



AMERICUS COMMUNICATIONS, INC.



Richard Puzos
President - Owner
Americus Communications, Inc.

MAY-24-1995 09:55 FROM GOETZ BROADCASTING CORP TO MILLER&FIELDS P.01

hereto, Sauk agrees to obtain the agreement of Broadcast Properties of LaCrosse, Inc., licensee of FM station WLXR-FM, LaCrosse, Wisconsin, and Riverview Communications, Inc., licensee of FM station WKBH, Trempealeau, Wisconsin, which stations will also be permitted to increase exp as a result of this Agreement, to take no action in opposition to any application or effort of WKQH as a class C3 Marathon station to change its transmitter site to one within the transmitter siting window. The failure of WLXR-FM or WKBH to so agree shall render this Agreement null and void.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

Witness:

SAUK BROADCASTING CORPORATION

Joann R. Hackman

John H. Hackman V.P.
5-24-95

Witness:

AMERICUS COMMUNICATIONS, INC.
