

## SOUTH DAKOTA SUB-PROGRAMMING AGREEMENT

THIS SOUTH DAKOTA SUB-PROGRAMMING AGREEMENT (this "Agreement") is made as of March 1, 2008 by and between NRG Media LLC, a Delaware limited liability company ("NRG"), and Riverfront Broadcasting, LLC, a South Dakota limited liability company ("Programmer").

### RECITALS

A. NRG provides programming to the radio broadcast stations KYNT-AM and KKYA-FM in Yankton, SD; KCCR-AM and KLXS-FM in Pierre, SD; and KORN-AM and KQRN-FM in Mitchell, SD (the "Stations") and certain other radio broadcast stations pursuant to that certain Programming Agreement, originally dated December 1, 2003, by and between Waitt Radio, Inc. and Sorenson Broadcasting Corp., a South Dakota corporation ("Licensee"), which Programming Agreement was assigned by Waitt Radio Inc. to NRG on or about March 1, 2005, and as subsequently amended as of October 1, 2007 or from time to time thereafter (the "NRG/Sorenson Programming Agreement").

B. As referenced in the NRG/Sorenson Programming Agreement, Licensee holds the Federal Communications Commission ("FCC") license to operate the Stations. Pursuant to the NRG/Sorenson Programming Agreement, NRG provides programming and marketing services to the Stations.

C. NRG and Licensee are also party to an Amended and Restated Option Agreement, dated as of October 1, 2007 and as amended from time to time thereafter (the "NRG/Sorenson Option Agreement"), pursuant to which NRG has the option to purchase the Assets (as defined in the NRG/Sorenson Option Agreement) associated with the Stations, and NRG has sold to Programmer certain rights to such assets regarding the Stations, with such rights being pursuant to that certain Option Agreement, dated the date hereof, between NRG and Programmer (the "NRG/Riverfront Option Agreement").

D. Programmer intends to produce radio programs that it desires to have broadcast on the Stations, and therefore desires to purchase airtime on the Stations from NRG, pursuant to NRG's rights to such airtime under the NRG/Sorenson Programming Agreement, for the broadcast of such programs.

E. This Agreement is a Sub-Programming Agreement, pursuant to which NRG has agreed to make available to Programmer airtime on the Stations, and to cause the programming supplied by Programmer to be broadcast on the Stations, all to the extent provided in this Agreement and subject to the terms and conditions set forth in this Agreement and in the NRG/Sorenson Programming 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:

1. **Air Time and Transmission Services.** NRG agrees, beginning on March 1, 2008 (the "Effective Date"), to broadcast, or cause to be broadcast, on the Stations, according to the terms hereof and pursuant to NRG's rights under the NRG/Sorenson Programming Agreement, programming

designated and provided by Programmer (the "Programming"), subject to NRG and Licensee's supervision and control.

**2. Payments.**

(a) Programmer shall pay to NRG the sum of NINETEEN THOUSAND SEVEN HUNDRED THIRTY-NINE AND 42/100 DOLLARS (\$19,739.42) on the first day of each month hereafter during the Term. In addition, Programmer shall reimburse NRG on a monthly basis for all reasonable amounts expended by NRG and Licensee and incurred in the operation of the Stations, including operational, engineering, maintenance, administrative and other general expenses incurred by NRG or Licensee which are reasonable and customary in nature and including any amounts for which NRG is responsible under the NRG/Sorenson Programming Agreement (the "Expense Reimbursement"). NRG shall submit to Programmer a schedule of such reasonable expenditures, and accompanying documentation, not later than fifteen (15) days after the end of each month (or such later date as shall be necessary to allow inclusion of any such related information from Licensee to NRG). Programmer, within ten (10) days of receipt of such schedule, shall thereafter reimburse NRG for the Expense Reimbursement.

(b) Programmer hereby agrees to pay NRG the amounts specified in paragraph (a) above for the right, from and after the Effective Date, to broadcast the Programming on the terms and conditions herein provided. Payments of the Monthly Fee are due and payable in full on the first day of each calendar month for which such payment is intended to be applied and shall be prorated for any partial calendar month at the beginning or end of the term hereof. The failure of NRG to demand or insist upon prompt payment in accordance herewith shall not constitute a waiver of its right to do so. Programmer shall receive a payment credit for any Programming not broadcast by a Station (a "Credit"), such Credit to be determined by multiplying the monthly payment by the ratio of the amount of time preempted or not accepted to the total number of hours of Programming for all of the Stations each month provided, however, that no credit shall be given for time used to broadcast Licensee Programming, as described in paragraph 4 hereof.

(c) Concurrently with the execution of this Agreement, Programmer has deposited with Kalil & Co, Inc. in Tucson, Arizona ("Escrow Agent"), in immediately available funds, the sum of ONE HUNDRED EIGHTY-NINE THOUSAND FOUR HUNDRED NINETY-EIGHT DOLLARS (\$189,498) (the "Riverfront Escrow Deposit"). The Escrow Agent shall maintain the Riverfront Escrow Deposit in a separate account on behalf of the Programmer and NRG in accordance with the provisions of the Escrow Agreement attached hereto as Exhibit A between NRG and Programmer and incorporated herein by this reference.

**3. Term.** The term of this Agreement shall begin on the Effective Date and end on the earliest of (i) the termination of the NRG/Sorenson Programming Agreement, or (ii) the termination of this Agreement pursuant to Section 17, below (the "Termination Date," and such period of time, the "Term").

**4. Programming.** Programmer shall furnish or cause to be furnished the Programming, which shall be an entertainment format for each Station, and may include, without limitation, news, promotions (including on-air giveaways), contests, syndicated programs, barter programs, paid-for programs, locally-produced programs, advertising commercial matter, including that in both program or spot announcement forms, and public service information. On a regular basis, NRG shall cause to be aired pursuant to the NRG/Sorenson Programming Agreement, or shall require Programmer to air on the Stations, programming on issues of importance to the local communities as determined by Licensee (the

"Licensee Programming"). Programmer shall provide Licensee's General Managers such personnel and facilities as such General Managers reasonably require for the production and broadcast of Licensee Programming, which shall be aired in such amounts and at such times as Licensee or NRG shall reasonably determine, consistent with public service programming currently broadcast over the respective Stations. All actions or activities of Programmer under this Agreement, and all Programming provided by Programmer shall be in accordance with (i) the Communications Act of 1934, as amended; (ii) Federal Communications Commission (the "FCC") rules, requirements and policies, including, without limitation, the FCC's rules on plugola/payola, lotteries, station identification, minimum operating schedule, sponsorship identification, political programming and political advertising rates; (iii) all applicable federal, state and local regulations and policies; and (iv) generally accepted quality standards consistent with Licensee's and NRG's past practices. Programmer agrees that, if in the sole, good faith judgment of NRG or the respective Station's General Manager, Programmer does not comply with the standards of this paragraph, NRG may suspend or cancel any Programming not in compliance. The right to use the Programming and to authorize its use in any manner and in any media whatsoever shall be, and remain, vested solely in Programmer, subject in all events to the rights, if any, of others in such Programming.

5. **Programming Discretion.** NRG reserves the right in its discretion (or at the direction of Licensee), and without liability, to preempt, delay or delete any of the broadcasts of the Programming and to substitute programming which in Licensee's or NRG's judgment is of greater local, regional or national importance. In all such cases, NRG shall use its best efforts to give Programmer reasonable notice of its intention to preempt such Programming, and, in the event of such preemption, Programmer shall receive a Credit for the Programming so omitted consistent with the intent and pursuant to the terms of Section 2(b) hereof.

6. **Advertising and Programming Revenues.** Programmer shall retain all advertising and other revenues, and all accounts receivable, with respect to Programming broadcast during the Term, and relating to the Programming it delivers to the Stations for broadcast during the Term, including without limitation, promotion-related revenues. NRG, Licensee and Programmer each shall have the right, at their own expense, to seek copyright royalty payments for their own programming.

7. **Station Facilities.** Subject to the qualifications set forth in this Agreement, throughout the term of this Agreement, NRG shall use its reasonable efforts pursuant to the NRG/Sorenson Programming Agreement to cause Licensee to make the facilities of the Stations available to Programmer for operation and broadcast with the maximum authorized facilities twenty-four (24) hours a day, seven (7) days a week, except for downtime occasioned by either (i) emergency maintenance or (ii) routine maintenance not to exceed two (2) hours each Sunday morning between the hours of 12 Midnight and 5:00 a.m., and except for Licensee Programming. Programmer shall not be entitled to a Credit for Programming not broadcast over the Stations for periods specified in clause (i) or (ii) of this Section 7 or due to Licensee Programming. To the extent practicable, any maintenance work affecting the operation of the Stations at full power shall be scheduled upon at least forty-eight (48) hours prior notice to Programmer.

8. **Right of Access.** NRG shall use reasonable efforts, pursuant to NRG's rights under the NRG/Sorenson Programming Agreement, to allow Programmer and Programmer's employees or agents to at all times be afforded reasonable access to the Stations in order to perform their duties in connection with the production and transmission of the Programming over the facilities of the Stations. NRG shall use its reasonable efforts pursuant to the NRG/Sorenson Programming Agreement to cause Programmer to have the right to install at Licensee's and/or Programmer's premises, and to maintain throughout the term of this Agreement, at Programmer's expense, any microwave studio/transmitter relay equipment, telephone lines, transmitter remote control, monitoring devices or any other equipment necessary for the

proper transmission of the Programming on the Stations, and NRG and Programmer shall take all steps reasonably necessary in their control to prepare and file any applications with the FCC to effectuate such proper transmission. NRG shall have the right from time to time to enter and inspect the Stations and the facilities and records associated with the Stations in order to reasonably monitor the terms of this Agreement, the operation of the Stations and Programmer's obligations hereunder.

9. **Force Majeure.** Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes, or threats thereof, force majeure, or due to causes beyond the control of Licensee or NRG, shall not constitute a breach of this Agreement, and neither NRG nor Licensee shall be liable to Programmer, except to the extent of allowing in each such case an appropriate Credit for Programming not broadcast by the Stations based upon a pro rata adjustment to amounts due as specified in Section 2 hereof calculated upon the length of time during which the interruption or failure exists or continues.

10. **Licensee Control of Stations.**

(a) Notwithstanding anything to the contrary in this Agreement, Programmer acknowledges that Licensee is the licensee of the Stations and shall have full authority, control and power over the operation of the Stations during the period of this Agreement. Licensee shall retain control over the policies, programming and operations of the Stations, including, without limitation, the right to decide in its sole discretion whether to accept or reject any Programming or advertisements, the right to preempt any Programming in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and the right to take any actions necessary for compliance with the laws of the United States; the laws of the relevant states; the rules, regulations, and policies of the FCC (including without limitation the prohibition on unauthorized transfers of control); and the rules, regulations and policies of other federal governmental authorities, including without limitation the Federal Trade Commission and the Department of Justice. NRG shall use reasonable efforts pursuant to the NRG/Sorenson Programming Agreement to cause Licensee to be responsible for ensuring that FCC requirements are met with respect to ascertainment of the problems, needs and interests of the community, public service programming, main studio staffing, maintenance of public inspection files and the preparation of quarterly issues/programs lists. Programmer shall, upon request by Licensee or NRG, provide Licensee and NRG with information with respect to such of Programmer's programs which are responsive to the problems, needs and interests of the community, so as to assist Licensee and NRG in the determination of the need for Licensee Programming and the preparation of required quarterly issues/programs lists, and shall provide upon request other information to enable Licensee or NRG to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies.

(b) Programmer acknowledges that it has received and reviewed a copy of the NRG/Sorenson Programming Agreement, and that it understands that Programmer's rights under this Agreement are subject to the rights of Licensee under the NRG/Sorenson Programming Agreement, and to the other terms and conditions of the NRG/Sorenson Programming Agreement, and the parties agree that NRG shall have no liability to Programmer for any action taken by Licensee in the exercise of its rights under the NRG/Sorenson Programming Agreement. Nothing contained herein shall prevent NRG from rejecting or refusing programs which NRG or Licensee believes to be contrary to the public interest, or fail to meet the requirements of the rules, regulations, and policies of the FCC. Nothing contained herein shall prevent NRG from substituting programs (a) which NRG or Licensee 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 community of license, or (b) in the event of a local, state, or national emergency. Programmer will serve NRG with notice and a copy of any letters of complaint it receives concerning any program

broadcast on the Stations.

**11. Responsibility for Employees and Expenses.**

(a) Programmer acknowledges that Licensee shall have the right to employ the minimum number of employees at each main studio of the Stations as may be required by the FCC from time to time, one of whom shall be the General Manager of those Stations, all of whom shall report to and be accountable to Licensee, and who shall be ultimately responsible for the day-to-day operation of the Stations (the "Licensee Employees"). Programmer acknowledges that Licensee shall be directly responsible for paying the salaries, taxes insurance and related costs for such employees in addition to legal fees, FCC fees and janitorial expenses (the "Licensee Expenses"). Pursuant to the NRG/Sorenson Programming Agreement, Licensee shall be responsible for paying directly (i) transmitter site and main studio rent and/or mortgage for the Stations; and (ii) transmitter site and main studio utilities for the Stations ("Licensee Transmitter Expenses"). Each of Licensee and NRG shall be responsible for paying directly their respective income taxes relating to Licensee's or NRG's earnings from this arrangement. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of the Programming (including, without limitation, salespeople, traffic personnel, administrative and programming staff). Excluding those expenses for which Licensee is making direct payments as set forth in this Section 11, during the Term, Programmer shall be responsible for paying all other expenses reasonably and directly related to the continued operation of the Stations subject to the covenants of the parties to this Agreement, and further subject to the ultimate authority, control and power of Licensee.

(b) The parties acknowledge and agree that Programmer shall offer employment as a Programmer employee to all employees of NRG employed at any of the Stations as listed on Schedule 11 hereto (which shall not include those employees whom Licensee employs as its General Managers and such other employees described in the first sentence of paragraph 11(a)) on initial employment terms substantially similar to those in effect by NRG immediately prior to the Effective Date. NRG shall be responsible for the payment of all compensation and accrued employee benefits payable to all employees of NRG at the Stations through the Effective Date. For each Station employee that is offered and accepts an offer of employment from Programmer (a "Transferred Employee"), Programmer shall be responsible for all liabilities and obligations arising on or after the Effective Date with respect to such Transferred Employees' salaries, commissions, vacation, or other pay, and for insurance or other employee benefits. Nothing contained herein shall obligate Programmer to employ a Transferred Employee for any specific period beyond the Effective Date other than to the extent required to maintain adequate staffing at the Stations in order to fulfill Programmer's obligations under this Agreement. All salaries, commissions, vacation or other pay, and for insurance or other employee benefits, due to each Transferred Employee shall be pro rated as of the Effective Date between Programmer, on the one hand, and NRG, on the other hand. Without limiting the generality of the foregoing, during the Term, Programmer shall offer any Transferred Employees medical insurance or other medical benefits from the date of hire and shall offer such medical insurance to the Licensee Employees.

(c) NRG agrees to reasonably cooperate with Programmer with respect to the transfer of NRG's worker's compensation and unemployment compensation ratings with the State of South Dakota to the extent possible.

**12. Station Agreements.**

(a) Assignment and Assumption of Station Agreements. Effective on the Effective

Date, NRG hereby assigns to Programmer, and Programmer hereby assumes, subject to the provisions of this Section 12, the obligations of NRG and/or Licensee arising or to be performed on and after the Effective Date (except to the extent such obligations represent liabilities for activities, events or transactions occurring, or conditions existing, on or prior to the Effective Date) under: (i) all of the contracts necessary and material in the business and operation of each Station, excluding (A) contracts and agreements relating to the Licensee Expenses and (B) contracts and agreements relating to the Licensee Transmitter Expenses; (ii) all agreements for the sale of advertising time on the Stations for cash and at prices consistent with Licensee's or NRG's ordinary course of business pricing policies ("Time Sales Agreements") and (iii) all contracts entered into by Licensee or NRG which are for consideration other than (or in addition to) cash, such as merchandise, services or promotional consideration ("Trade Agreements") arising in the ordinary course of business consistent with the past practices of Licensee or NRG. All of the foregoing liabilities and obligations under (i), (ii) and (iii) hereof shall be referred to herein collectively as the "Station Agreements" or individually as a "Station Agreement". Schedule 12 hereto contains a good faith list of the Station Agreements known to NRG's executive management as of the Effective Date. Except as otherwise indicated on Schedule 12, NRG represents and warrants that the Station Agreements are freely assignable, or, if consent of the other contracting party to the assignment is required, NRG covenants to use its reasonable efforts to obtain (or to use reasonable efforts to cause Licensee to obtain) such consent as promptly as practicable.

(b) Consents to Assignment. To the extent that any Station Agreement is not capable of being sold, assigned, transferred, delivered or subleased without the waiver or consent of any third person (including a government or governmental unit), or if such sale, assignment, transfer, delivery or sublease or attempted sale, assignment, transfer, delivery or sublease would constitute a breach thereof or a violation of any law or regulation, this Agreement and any assignment executed pursuant hereto shall not constitute a sale, assignment, transfer, delivery or sublease or an attempted sale, assignment, transfer, delivery or sublease thereof. In those cases where consents, assignments, releases and/or waivers have not been obtained at or prior to the Effective Date to the transfer and assignment to Programmer of any Station Agreement, this Agreement and any assignment executed pursuant hereto, to the extent permitted by law, shall constitute an equitable assignment by NRG to Programmer of all of NRG's rights, benefits, title and interest in and to the Station Agreements, and where necessary or appropriate, Programmer shall be deemed to be NRG's agent for the purpose of completion, fulfilling and discharging all of NRG's rights and liabilities arising after the Effective Date under such Station Agreements. In the event that a Station Agreement is not assigned, which is material to the business and operation of the Stations, NRG shall use its reasonable efforts to provide Programmer with the financial and business benefits of such Station Agreements (including, without limitation, permitting Programmer to enforce any rights of NRG arising under such Station Agreements), and Programmer shall, to the extent Programmer is provided with the benefits of such Station Agreements, assume, perform and in the course pay and discharge all debts, obligations and liabilities of NRG under such Station Agreements to the extent that Programmer was to assume those obligations pursuant to the terms hereof. In the event that this Agreement is terminated for reasons other than the execution and closing by Programmer under the NRG/Riverfront Option Agreement, all Station Agreements will be reassigned to NRG as of such termination date and Programmer shall have (i) no further liability under any such Station Agreements, except that Programmer shall remain liable to NRG regarding any breach by Programmer under any such Station Agreement on or prior to such termination date, and (ii) no further contact with the other party to any such Station Agreement without the prior written consent of NRG.

(c) Retained Liabilities. Except as set forth in Section 11 and 12 hereof, Programmer expressly does not, and shall not assume or agree to pay, satisfy, discharge or perform and will not be deemed by virtue of the execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of or in

connection with the consummation of the transactions contemplated hereby or thereby, to have assumed or to have agreed to pay, satisfy, discharge or perform, any liabilities, obligations or commitments of NRG of any nature whatsoever whether accrued, absolute, contingent or otherwise and whether or not disclosed by Programmer, other than the Station Agreements and other than as contemplated by the NRG/Riverfront Option Agreement. NRG will retain and pay, satisfy, discharge and perform in accordance with the terms thereof, all liabilities and obligations of NRG, other than the Station Agreements, including but not limited to, the obligation to assume, perform, satisfy or pay any liability, obligation, agreement, debt, charge, claim, judgment or expense incurred by or asserted against NRG related to taxes environmental matters, pension or retirement plans or trusts, profit-sharing plans, employment contracts, employee benefits, severance of employees, product liability or warranty, negligence, contract breach or default, copyright, trademark, service mark, trade name and other intellectual property, or other obligations, claims or judgments asserted against Programmer as successor in interest to NRG. All such liabilities, obligations and commitments of NRG described in this Section 12(c) shall be referred to herein collectively as the "Retained Liabilities." The Retained Liabilities do not include any liabilities of NRG assumed or to be assumed by Programmer pursuant to the NRG/Riverfront Option Agreement.

13. **Accounts Receivable.** As of the Effective Date, NRG shall assign to Programmer for purposes of collection only all of NRG's accounts receivable directly attributable to the operation of the Stations (the "Accounts Receivable"), as reflected on the Accounts Receivable report provided to the Programmer by the NRG (the "A/R Report"), subject to the following:

(a) Programmer shall use commercially reasonable efforts to collect the Accounts Receivable for a period of ninety (90) days following the Effective Date (the "Collection Period"). This obligation, however, shall not extend to the institution of litigation, employment of outside counsel, or any other extraordinary means of collection. During the Collection Period, neither NRG nor NRG's agents shall make any solicitation of them for collection purposes or institute litigation for the collection of any amounts due thereunder without the consent of the Programmer. All payments received by Programmer during the Collection Period from any person obligated with respect to any of the Accounts Receivable shall be applied first to NRG's account and then, only after full satisfaction thereof, to Programmer's account. If during the Collection Period any account debtor contests the validity of its obligation with respect to any Account Receivable, then Programmer may return that Account Receivable to NRG after which NRG shall be solely responsible for the collection thereof. Programmer shall not have the right to compromise, settle, or adjust the amounts of any of the Accounts Receivable without NRG's prior written consent. Programmer further agrees that during the Collection Period, the Programmer will record on the A/R Report all monies received for the Accounts Receivable, itemizing the name of the third party payor and the amount received on such account.

(b) Within five (5) business days following the expiration of each month during the Collection Period and thereafter, Programmer shall (i) deliver the running A/R Report to NRG and (ii) pay to NRG all amounts received by Programmer from account debtors included among the Accounts Receivable during the preceding month.

(c) Any Accounts Receivable that is not collected during the earlier of (i) the Collection Period or (ii) the date on which such receivable becomes ninety (90) days past due (each, an "Uncollected Accounts Receivable") shall thereupon be reassigned promptly by Programmer to NRG along with all records specifically pertaining thereto in possession of Programmer, after which Programmer shall have no further obligation to NRG with respect to such Accounts Receivable; provided, however, that all funds subsequently received by Programmer (without time limitation) as a payment on any Uncollected Accounts Receivable shall be paid over within five (5) business days to NRG along with

all records in possession of Programmer specifically pertaining thereto. NRG agrees to provide Programmer with monthly updates regarding identification of remaining Uncollected Accounts Receivable in order to assist Programmer with Programmer's obligations under the proviso in the prior sentence.

**14. Proration of Income and Expenses: Trade Agreements Adjustment.**

(a) Except as otherwise provided herein, all deposits, reserves and prepaid and deferred income and expenses relating to the Station Agreements shall be prorated between Programmer and NRG in accordance with general accepted accounting principles as of 11:59 p.m. Central time, on the date immediately preceding the Effective Date. Notwithstanding the foregoing, with respect to Trade Agreements as of the Effective Date under which NRG or Licensee has agreed to provide commercial advertising time on one or more of the Stations after the Effective Date, the parties shall adjust for the difference between (i) the value, as of the Effective Date, of all advertising time required to be broadcast by the Stations after the Effective Date pursuant to Trade Agreements, and (ii) the value of all property or services to be received by the Stations after the Effective Date pursuant to Trade Agreements. To the extent the amount in clause (i) above exceeds the amount in clause (ii) above by more than Thirty Thousand Dollars (\$30,000), Programmer shall receive a positive adjustment in the prorations under this Section 14 only by the amount of the excess over \$30,000. To the extent the amount in clause (ii) above exceeds the amount in clause (i) above by more than Thirty Thousand Dollars (\$30,000.00), NRG shall receive a positive adjustment in the prorations under this Section 14 only by the amount of the excess over \$30,000.00. After the Closing, Programmer shall arrange for and otherwise provide for the broadcast on the Stations of all advertisements and commercial matter required to be broadcast after the Effective Date under the Trade Agreements, and shall be entitled to all goods and services to be provided to the Stations after the Effective Date under the Trade Agreements during the Term.

(b) Except as otherwise provided herein, the prorations and adjustments contemplated by this Section 14, to the extent practicable, shall be made on the Effective Date. As to those prorations and adjustments not capable of being ascertained on the Effective Date, an adjustment and proration shall be made within ninety (90) calendar days after the Effective Date.

(c) In the event of any disputes between the parties as to such adjustments, the amounts not in dispute shall nonetheless be paid at the time provided in Section 14(b) hereof and such disputes shall be determined by an independent certified public accountant mutually acceptable to the parties, and the fees and expenses of such accountant shall be paid one-half by NRG and one-half by Programmer.

**15. Indemnification.**

(a) Indemnification of NRG. Programmer shall indemnify and hold NRG and its stockholders, managers, directors, partners, members, officers, agents, employees, successors, and assigns harmless from and against any and all claims, expenses, causes of action and liability resulting from or relating to (i) the broadcast of Programming during the Term, (ii) any and all promotions, contests and on-air "give-aways" relating to the Stations during the Term, (iii) a breach of Programmer's representations, warranties, covenants or agreements contained herein, (iv) any liability resulting from Programmer's default under the Station Agreements following their successful assignment hereunder to Programmer, and (v) all other matters arising out of or related to Programmer's activities involving the Stations or use of the Licensee Station facilities or relating to the obligations assumed by Programmer in connection with this Agreement.



(b) Indemnification of Programmer. NRG agrees to indemnify, defend, and hold harmless Programmer and its stockholders, managers, directors, members, officers, agents, employees, successors and assigns from and against any and all claims, expenses, causes of action and liability resulting from or relating to (i) material broadcast by NRG or Licensee, including, without limitation, the Licensee Programming, (ii) liabilities (including the loss of advertising revenue which is specifically tied to the particular programming being pre-empted, but not loss of general advertising revenue) that arise as a result of Licensee's alteration of any and/or all Programming prior to broadcast by NRG or Licensee, (iii) a breach of NRG's representations, warranties, covenants or agreements contained herein, (iv) the Retained Liabilities, and (v) employment claims, shareholder claims or other litigation related to NRG's employees, where the subject of such claims or litigation occurred prior to the Effective Date or which are based upon this transaction.

#### **16. Events of Default: Cure periods and Remedies.**

(a) Events of Default. The following shall, after notice and the expiration of the applicable cure periods, constitute Events of Default under this Agreement:

(i) Non-Payment. Programmer's failure to timely pay the consideration provided for in Section 2. In such event, Programmer is referred to as the "defaulting party" hereunder with respect to such event.

(ii) Default in Covenants or Adverse Legal Action. The default by any party hereto in the observance or performance of any material covenant, condition or agreement contained herein which is not cured within five (5) business days following notice in accordance with Section 16(b) hereof, or if (A) any party shall make a general assignment for the benefit of creditors, (B) any party shall file or have filed against it a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within sixty (60) days thereof, or (C) specifically and without limitation, if Licensee's successors and assigns, including without limitation, any assignee of the FCC license for the Stations, except if such successor or assign is Programmer, NRG or an affiliate of Programmer or NRG, refuses to abide by or terminates this Agreement during the term of this Agreement. The party to which an event described in this clause (ii) relates is referred to as the "defaulting party" hereunder with respect to such event.

(iii) Breach of Representation. If any representation or warranty herein made by either party hereto, or in any certificate or document furnished by either party to the other pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished and is not cured within thirty (30) days following notice in accordance with Section 16(b) hereof. The party making the false or misleading representation or warranty is referred to as the "defaulting party" hereunder with respect to such event.

(iv) Change of Control of Programmer. The occurrence of any "Change of Control of Programmer" without the prior written consent of NRG. In such event, Programmer is referred to as the "defaulting party" hereunder with respect to such event. The term "Change of Control of Programmer" means (a) any liquidation, dissolution or winding up of Programmer, whether voluntary or involuntary, (b) the merger or

consolidation of Programmer with or into another corporation or entity or the merger or consolidation of any other corporation or entity with or into Programmer unless the equity holders of Programmer immediately prior to such transaction own (directly or indirectly) more than 50% of the voting power of the surviving entity in substantially the same proportions as immediately prior to such transaction, (c) any other transaction or series of related transactions, other than a financing transaction, which results in the equity holders of Programmer immediately prior to the transaction or transactions owning (directly or indirectly) 50% or less of the voting power of Programmer (or any successor entity in the transaction) immediately after the transaction or transactions, or (d) the sale, lease, license (on an exclusive basis) or other disposition, in one or a series of related transactions, of all or substantially all of the assets of Programmer (including the sale, lease, license (on an exclusive basis) or other disposition of assets of any subsidiary or subsidiaries that constitute all or substantially all of the assets of Programmer and the sale or other disposition of ownership (by merger, consolidation, sale of securities or otherwise) of any subsidiary or subsidiaries the assets of which constitute all or substantially all of the assets of Programmer) unless the equity holders of Programmer immediately prior to such transaction own (directly or indirectly) more than 50% of the voting power of the acquiring entity in substantially the same proportions as immediately prior to such transaction.

(v) **Material Adverse Change in the Financial Performance of the Stations.** If, for any two consecutive calendar quarters during the Term (with the first such quarter being the quarter ending June 30, 2008), the consolidated BCF (as defined in Section 22(h) hereof) for the Stations during a calendar quarter is less (by twenty-five percent (25%) or more) than the consolidated BCF for the Stations for the corresponding calendar quarter in the prior calendar year. In such event, Programmer is referred to as the “defaulting party” hereunder with respect to such event. For purposes of this clause (v), the BCF for the Stations to be used for comparison purposes during any calendar year prior to the Effective Date shall be based upon the corresponding BCF established in NRG’s financials for the Stations for the applicable period, copies of which are attached as Schedule 4.5 to that certain Sale Agreement, dated February 29, 2008, between Programmer and NRG.

(b) **Cure Periods.** An Event of Default shall not be deemed to have occurred until after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default and specifying the actions necessary to cure within twenty (20) days, unless otherwise stated herein or extended or waived by the non-defaulting party. The Event of Default shall not be deemed to have occurred if actions necessary to cure are completed during the relevant cure period. For clarity, an Event of Default shall not be deemed to have occurred under this Agreement if the non-defaulting party has not provided the defaulting party with written notice specifying the default and declaring an Event of Default hereunder.

(c) **Licensee.** Furthermore, and notwithstanding any provision of this Agreement to the contrary, (a) Programmer acknowledges and agrees that NRG provides no assurances, covenants, representations or warranties regarding Licensee or regarding Licensee’s properties or actions or omissions regarding, or ownership interest in, the Stations or Licensee’s performance under, or compliance with, the Programming Agreement, (b) Programmer agrees that NRG shall not be responsible to Programmer for, or have liability to Programmer for, any act or omission by Licensee under the Programming Agreement or with respect to the Stations, and (c) Programmer agrees that in no event shall any default or breach of the Programming Agreement by Licensee constitute an Event of Default under

this Agreement.

**17. Termination.**

(a) **Event of Default.** Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement provided that it is not also in material default hereunder, and may seek such remedies at law and/or equity as are available, including without limitation specific performance. If Programmer has defaulted in the performance of its obligations, NRG shall be under no further obligation to make available to Programmer any further broadcast time or broadcast transmission facilities and, without limitation of remedies, all amounts accrued or payable to NRG up to the date of termination which have not been paid, less any payment credits, shall immediately become due and payable.

(b) **Cross-Default:** This Agreement shall terminate automatically upon the termination of the NRG/Sorenson Option Agreement. This Agreement shall also terminate automatically upon the occurrence of the NRG/Riverfront Closing under the NRG/Riverfront Option Agreement. NRG shall also have the right to terminate this Agreement upon (or within thirty (30) days after) termination of the NRG/Riverfront Option Agreement. In the event of termination of the NRG/Riverfront Option Agreement, Programmer shall also have the right to terminate this Agreement upon at least thirty (30) days advance written notice to NRG.

(c) **Liabilities Upon Termination.** Upon termination of this Agreement (other than a NRG/Riverfront Closing under the NRG/Riverfront Option Agreement pursuant to which Programmer acquires the Sorenson South Dakota Assets and the NRG South Dakota Assets referenced therein with respect to the Stations), Programmer shall be responsible for all liabilities, debts and obligations of Programmer accrued from the purchase of air time and transmission services including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for NRG's federal, state and local tax liabilities associated with Programmer's payments to NRG as provided for herein. With respect to Programmer's obligations to broadcast material over the Stations after termination hereunder, Programmer may propose compensation to NRG for meeting these obligations, but NRG shall be under no duty to accept such compensation or to perform such obligations. Upon termination, (i) Programmer shall return to NRG any equipment or property of the Stations used, or purchased to replace original equipment by Programmer, its employees or agents, in substantially the same condition, location and function as such equipment existed on the date of this Agreement, ordinary wear and tear excepted, (ii) Programmer shall assign to NRG (or at NRG's direction to Licensee) and NRG (or Licensee) shall assume the still outstanding Station Agreements that were assigned to Programmer pursuant to Section 12 hereof and (iii) Programmer shall assign to NRG (or at NRG's direction to Licensee) any new contracts entered into by Programmer relating to the Stations that NRG or Licensee expressly agrees to assume. Notwithstanding anything in the foregoing to the contrary, termination shall not extinguish any rights of either party as may be provided by Section 15 hereof.

**18. Programmer Termination Option.** Programmer (with the prior written consent of NRG, which shall not be unreasonably withheld) may elect to terminate this Agreement at any time during the term hereof in the event that Licensee preempts or substitutes other programming for that supplied by the Programmer during three (3) percent or more of the total hours of operation of the Stations during any calendar month. In the event Programmer elects to terminate this Agreement pursuant to this provision, it shall give NRG notice of such election at least twenty (20) days prior to the termination date. Upon termination, neither party shall have any further liability to the other except as may be provided by Sections 15 and 17 hereof.

**19. Responsive Programming.** Programmer acknowledges its interest in ensuring that the Stations serve the needs and interests of the residents of each respective Station's community of license and service areas and agrees to cooperate in doing so. Programmer acknowledges that Licensee may, on a regular basis, assess the issues of concern to residents of the Stations' community of license and service areas and address those issues in its public service programming. Licensee or NRG may describe those issues and responsive programming and place issues/program lists in the Stations' public inspection files as required by FCC rules. Licensee or NRG may request, and Programmer shall provide information concerning such of Programmer's Programming that is responsive to community issues so as to assist Licensee or NRG in the satisfaction of its public service programming obligations. Programmer shall also provide to Licensee or NRG upon request such other information necessary to enable Licensee or NRG to prepare records and reports required by the FCC or other local, state or federal government entities.

**20. Programming Agreement Compliance or Challenge.**

(a) It is the intention of NRG and Programmer that this Agreement comply at all times with the rules, regulations and policies of the FCC. NRG and Programmer recognize, however, that such rules, regulations and policies continue to evolve. Therefore, should NRG or Programmer determine in good faith that any provision of this Agreement is or becomes inconsistent with FCC rules, regulations or policies as they may be in effect from time to time, NRG and Programmer will negotiate in good faith substitute provisions that comply with then-current FCC rules, regulations and policies and which preserve, as closely as possible, their original intentions as expressed in this Agreement. If the parties are unable to reform this Agreement within thirty (30) days to comply with the rules, regulations and policies of the FCC, then this agreement shall terminate, and all sums owing to NRG shall be paid and neither party shall have any further liability to the other except as may be provided by Sections 15 and 17 hereof.

(b) If this Agreement is challenged in whole or in part at or by a governmental authority or is challenged in whole or in part in a judicial forum, counsel for the NRG and counsel for the Programmer shall jointly defend this Agreement and the parties' performance thereunder throughout all such proceedings. If this Agreement is declared invalid or illegal in whole or in substantial part by a ruling, order or decree of a governmental authority or court, and such ruling, order or decree has become effective, or in the event of a change in FCC rules, regulations or policies, then the parties shall endeavor in good faith to reform the Agreement as necessary. If the parties are unable to reform this Agreement within thirty (30) days of the effective date of such ruling, order or decree, or change of FCC rules, regulations or policies, then this Agreement shall terminate, and all sums owing to NRG as of such termination date shall be paid and neither party shall have any further liability to the other except as may be provided by Sections 15 and 17 hereof.

**21. Representations, Warranties and Covenants of NRG.** NRG makes the following further representations, warranties and covenants.

(a) Insurance. NRG shall use its reasonable efforts to cause Licensee to maintain in full force and effect, subject to reimbursement by Programmer to NRG, throughout the term of this Agreement insurance as required to be maintained by Licensee under the NRG/Sorenson Programming Agreement. NRG shall use reasonable efforts to cause Licensee to name Programmer as an additional insured on such insurance policies. NRG shall also, subject to reimbursement by Programmer, maintain all insurance it is required to maintain pursuant to the NRG/Sorenson Programming Agreement, unless Programmer has otherwise agreed to provide such insurance as shown in Schedule 22(g) attached hereto. NRG shall use reasonable efforts to cause any insurance proceeds received by Licensee in respect of damaged property to be used to repair or replace such property so that the operations of the Stations conform with this Agreement. In the event and to the extent that proceeds from any business interruption

insurance is paid to Programmer with respect to the Stations, Programmer shall continue to make the Monthly Payment.

(b) Compliance with Law. NRG covenants that throughout the term of this Agreement, NRG shall comply with all laws and regulations applicable in the conduct of NRG's business and NRG acknowledges that Programmer has not urged, counseled, or advised the use of any unfair business practice.

(c) Further Assurances. NRG covenants that it will use reasonable efforts to deliver (or to cause Licensee to deliver) all information, documents or further assistance necessary to complete the transactions contemplated hereby, including, without limitation the execution of all documents, assignments, conveyances, regulatory applications or other material or actions as may be reasonable requested by Programmer.

**22. Representations, Warranties and Covenants of Programmer.** Programmer makes the following further representations, warranties and covenants.

(a) Compliance with 47 C.F.R. §73.3555(a). Programmer hereby verifies that execution and performance of this Agreement complies with the Commission's restrictions on local radio ownership set out in Sections 73.3555(a) of the FCC Rules.

(b) Compliance with Applicable Law. Programmer covenants that its performance of its obligations under this Agreement and its furnishing of Programming shall be in compliance with, and shall not violate, any applicable laws or any applicable rules, regulations, or orders of the FCC or any other governmental agency and Programmer acknowledges that neither NRG nor Licensee has urged counseled, or advised the use of any unfair business practice.

(c) Handling of Complaints. Programmer shall promptly advise NRG of any public or FCC complaint or inquiry that Programmer receives concerning the Programming on the Stations and shall cooperate with NRG and Licensee and take all actions as may be reasonably requested by NRG or Licensee in responding to any such complaint or inquiry.

(d) Copyright and Licensing. Programmer represents and warrants to NRG that Programmer has and shall have throughout the term of this Agreement the full authority to broadcast the programming on the Stations and that Programmer shall not broadcast on the Stations any material in violation of the Copyright Act. All music supplied by Programmer shall be: (i) licensed by ASCAP, SESAC or BMI; (ii) in the public domain; or (iii) cleared at the source by Programmer.

(e) Information for FCC Reports. Upon request by NRG or Licensee, Programmer shall provide in a timely manner any such information in its possession which shall enable NRG or Licensee to prepare, file or maintain the records and reports required by the FCC.

(f) Payola/Plugola. Programmer covenants that it shall not accept, and shall instruct its employees not to 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, materials, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration, in accordance with FCC requirements. Programmer agrees to annually, or more frequently at the request of NRG or Licensee, execute and

provide NRG and Licensee with an affidavit regarding payola/plugola compliance.

(g) **Insurance.** Programmer agrees to maintain in full force and effect, throughout the Term, insurance as set forth on Schedule 22(g) hereto. Programmer shall name NRG as an additional insured on such insurance policies. Programmer shall cause any insurance proceeds received by Programmer in respect of damaged property associated with the Stations to be used to repair or replace such property so that the operations of the Stations conform with this Agreement. Programmer shall provide NRG prior to the date hereof and from time to time such certificates of insurance or binders as NRG shall reasonably request in order to confirm the insurance coverage contemplated by this paragraph (g).

(h) **Monthly Financial Reporting.** During the Term, Programmer agrees to provide to NRG the following reports on a monthly basis with each such report being (i) delivered to NRG by the 25<sup>th</sup> day of each month with respect to the immediately preceding month and (ii) prepared based on Generally Accepted Accounting Principles consistently applied as in effect in the United States of America and on a basis consistent with the financials prepared by NRG prior to the date hereof regarding the Stations: (A) an income and broadcast cash flow ("BCF") statement (for the current month and fiscal year to date) and balance sheet of Programmer regarding each of the Stations (and on a consolidated basis among all of the Stations), (B) a listing of accounts payable with respect to the operation of the Stations, (C) a listing of accounts receivable with respect to the operation of the Stations, and (D) such other financial reports regarding Programmer or the Stations as NRG shall reasonably request.

(i) **Further Assurances.** Programmer covenants that it will deliver all information, documents or further assistance necessary to complete the transactions contemplated hereby, including, without limitation the execution of all documents, assignments, conveyances, regulatory applications or other material or actions as may be reasonable requested by Licensee or NRG.

(j) **Station Maintenance.** Programmer agrees to perform all maintenance related to the day to day operations of the Stations. In the event that the Sorenson South Dakota Assets and the NRG South Dakota Assets (each as defined in the NRG/Riverfront Option Agreement) are not acquired by Programmer, and Programmer has purchased replacement equipment used in the day to day operations of the Stations, such equipment will remain at the respective Station in the same condition, location and function as existed on the Effective Date as property of NRG or Licensee, as applicable.

23. **Intellectual Property.** Effective as of the Effective Date, NRG hereby licenses to Programmer the non-exclusive right to use all intellectual property owned by or licensed to NRG and used solely in the operations of the Stations (including, but not limited to, logos, jingles, promotional materials, call signs, goodwill, trademarks, service marks, slogans, trade names, copyrights and any applications and registrations therefor) (the "IP License"). In the event of termination of the Agreement the IP License shall terminate.

24. **Subcarrier Rights.** NRG and Programmer acknowledge and agree that any subsidiary communications services transmitted on a subcarrier within the FM baseband signal of any of the Stations ("Subcarrier"), and any use of the Subcarrier authorized by the FCC ("Subcarrier Uses"), are subject to the terms and conditions of this Agreement. NRG agrees to use reasonable efforts to cause Licensee to apply, at Programmer's expense, for any additional authorization from the FCC or any other governmental agency or entity that may be necessary in order to make use of any Subcarrier Uses. NRG hereby agrees that Programmer has the sole and exclusive right, subject to the terms and conditions hereof and in the NRG/Sorenson Programming Agreement, to make use of any Subcarrier uses and collect the revenues therefrom. Programmer hereby agrees to reimburse NRG for NRG or Licensee's reasonable expenses

incurred in carrying out NRG's or Licensee's obligations pursuant to this Section 24, including reasonable attorney and engineering fees and expenses.

25. **Publicity.** NRG and Programmer shall not issue any press release or otherwise make any public statement with respect to the transactions contemplated herein except as may be required by law or regulation or as agreed to by NRG and Programmer.

26. **No Waiver; Remedies Cumulative.** No failure or delay on the part of NRG or Programmer in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of NRG and Programmer herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

27. **Construction.** This Agreement shall be construed in accordance with the laws of the State of South Dakota, without giving effect to the choice of law provisions thereunder, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other governmental bodies or authorities presently or hereafter to be constituted.

28. **Headings.** The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

29. **Benefit and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither Programmer nor NRG may voluntarily or involuntarily assign its interest under this Agreement without the prior written consent of the other party. In the event that NRG finds it necessary or is required to provide to a third party lender a collateral assignment of NRG's interest in this Agreement and/or any related documents, Programmer shall cooperate with NRG and any third party requesting such assignment including but not limited to Programmer signing a consent and acknowledgment of such assignment. All covenants, agreements, statements, representations, warranties and indemnities in this Agreement by and on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns of the parties hereto.

30. **Notices.** All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by telegram, telex, or facsimile transmission. Each notice, demand, request, or communication which shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a telex or facsimile) the answer back being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Notices, unless otherwise instructed in writing, should be delivered;

If to NRG, to: NRG Media, LLC  
2875 Mt. Vernon Road, S.E.  
Cedar Rapids, IA 52403  
Attention: Mary Quass, President and CEO  
Fax: 319-286-9383

with a copy to: Shuttleworth & Ingersoll, PLC  
115 3<sup>rd</sup> Street SE, Suite 500  
Cedar Rapids, IA 52401  
Attention: Brian D. Bergstrom  
Fax: (319) 365-8725

and a copy to: Latham & Watkins  
555 Eleventh Street NW, Suite 1000  
Washington DC 20004-1304  
Attention: David D. Burns, Esq.  
(202) 637-2201

If to Programmer to: Riverfront Broadcasting, LLC  
3008 Mulligan Drive  
Yankton, SD 57078  
Attn: Carolyn L. Becker

with a copy to: Johnson, Miner, Marlow, Woodward &  
Huff Prof. LLC  
200 West Third Street  
P.O. Box 667  
Yankton, SD 57078  
Attn: Sheila Woodward  
Fax: (605) 665-4788

If to Licensee to: Dean Sorenson  
Sorenson Broadcasting Corporation  
600 N. Kiwanis Avenue  
Sioux Falls, SD 57104  
Facsimile: (605) 338-0326

with a copy to: Peter Gutman, Esq.  
Pepper & Corazzini, L.L.P.  
1776 K Street, N.W.  
Washington, DC 20006 Facsimile:  
(202) 296-5572

31. **Entire Agreement.** This Agreement, the NRG/Riverfront Option Agreement and related documents embody the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alterations, modifications or change of this Agreement shall be valid unless made in writing, and signed by the party adversely affected by the waiver, and then such waiver shall be effective only in the specified instance and for the purpose for which given.



32. **Severability.** In the event that any of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable, such event shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

33. **Counterpart Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be binding and effective as of the date on which the executed counterparts are exchanged by the parties.

[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.

NRG:

NRG MEDIA, LLC

By: Quass Communications, LLC, its manager

By: Mary Quass  
Mary Quass its manager

PROGRAMMER:

RIVERFRONT BROADCASTING, LLC

By: \_\_\_\_\_

Name: Carolyn L. Becker

Title: Manager

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

NRG:

NRG MEDIA, LLC

By: Quass Communications, LLC, its manager

By: \_\_\_\_\_  
Mary Quass, its manager

PROGRAMMER:

RIVERFRONT BROADCASTING, LLC

By: Carolyn L. Becker

Name: Carolyn L. Becker

Title: Manager

EXHIBIT A

STATIONS

Community

Station

Yankton, SD

KYNT-AM  
KKYA-FM

Pierre, SD

KCCR-AM  
KLXS-FM

Mitchell, SD

KORN-AM  
KQRN-FM

EXHIBIT B  
ESCROW AGREEMENT

[See Attached]

## ESCROW AGREEMENT

**THIS ESCROW AGREEMENT** (this "Agreement"), effective as of the 29<sup>th</sup> day of February, 2008, by and among:

**RIVERFRONT:** Riverfront Broadcasting, LLC  
**Address:** 3008 Mulligan Drive  
Yankton, SD 57078

**NRG:** NRG Media, LLC  
**Address:** 2875 Mount Vernon Road SE  
Cedar Rapids, IA 52403

**ESCROW AGENT:** Kalil & Co. Inc.  
**Address:** 3444 North Country Club #200  
Tucson, AZ 85716

### WITNESSETH:

WHEREAS, Riverfront and NRG have entered into a Sale Agreement, an Option Agreement, and a Sub-Programming Agreement, each dated the date hereof (each, an "NRG/Riverfront Agreement" and collectively the "NRG/Riverfront Agreements"), with respect to certain matters associated with the radio broadcast stations KYNT-AM and KKYA-FM in Yankton, SD; KCCR-AM and KLXS-FM in Pierre, SD; and KORN-AM and KQRN-FM in Mitchell, SD; and

WHEREAS, one or more of the NRG/Riverfront Agreements contemplates the deposit of \$189,498.00 (the "Riverfront Escrow Deposit") by Riverfront into escrow pursuant to this Agreement to serve as partial security for the performance by Riverfront of its obligations under each of the NRG/Riverfront Agreements;

NOW, THEREFORE, in consideration of these premises, promises and mutual covenants contained herein, the parties do hereby agree as follows:

1. Appointment of Escrow Agent. NRG and Riverfront hereby appoint Kalil & Co., Inc. as "Escrow Agent" to receive, hold, administer and deliver the Riverfront Escrow Deposit at any time held by the Escrow Agent pursuant to this Agreement, in accordance with this Agreement, and the Escrow Agent hereby accepts such appointment, subject to the terms and conditions set forth herein.

2. Establishment of Escrow.

(a) Delivery of Escrow Funds. Simultaneously with the execution of this Agreement, Riverfront shall deposit, with the Escrow Agent the Riverfront Escrow Deposit, to be released and disbursed only in accordance with the terms and conditions of this Agreement. The Riverfront Escrow Deposit together with all interest and earnings accrued thereon shall hereinafter be referred to as the "Escrow Funds".

(b) Receipt of Escrowed Funds. Upon receipt of the Riverfront Escrow Deposit, the Escrow Agent agrees to accept and acknowledge receipt of same and agrees to hold and keep

the Escrow Funds in accordance with the terms and conditions hereof, and to deliver or release the Escrow Funds (or portions thereof) only in accordance with the terms and conditions hereinafter set forth. NRG and Riverfront hereby direct that the Escrow Funds be invested by the Escrow Agent in a short-term interest bearing account. The Escrow Agent agrees to hold the Escrow Funds in such interest bearing account (the "Escrow Account") and agrees to keep the Escrow Funds segregated from the assets of the Escrow Agent and any of its clients. The Escrow Agent agrees to invest and reinvest funds in the Escrow Account upon written instructions signed by an authorized agent of Riverfront and NRG. The parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Account or the purchase, sale, retention or other disposition of any permitted investment. Interest and other earnings on permitted investments shall be added to the Escrow Account. Any loss or expense incurred as a result of an investment will be borne by the Escrow Account. In the event that the Escrow Agent does not receive written direction to invest funds held in the Escrow Account, the Escrow Agent shall invest such funds in a short term interest bearing obligation of the United States federal government or in an interest bearing account backed by the Federal Deposit Insurance Corporation, in either case as selected by Escrow Agent. The Escrow Agent shall be entitled to sell or redeem any such investments as necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment made pursuant to this Escrow Agreement, or for any loss resulting from the sale of such investment. The parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

(c) No Encumbrances. All parties hereto agree that the Escrow Funds shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto; provided, however, to the extent Riverfront and NRG do not timely reimburse Escrow Agent for any fees or expenses owed by Riverfront and NRG to Escrow Agent under the terms of this Agreement, then Escrow Agent shall be entitled to withhold the amount of such fees and expenses from disbursements otherwise due hereunder from the Escrow Account.

(d) Amounts Distributed or Earned. All amounts earned with respect to the Escrow Funds shall become a part of the Escrow Funds, and shall be held hereunder upon the same terms as the Riverfront Escrow Deposit initially delivered to the Escrow Agent. Amounts earned with respect to the Escrow Funds shall be paid to NRG and/or Riverfront at the time of disbursement hereunder and, unless otherwise provided herein, shall be prorated so that the person receiving all or a portion of the Escrow Funds receives that portion of the amounts earned, paid or distributed that are attributable to such Escrow Funds for the period during which it was escrowed. The parties agree that to the extent permitted by applicable law, including, without limitation, Section 468B(g) of the Internal Revenue Code of 1986, as amended, each of NRG and Riverfront will include amounts earned with respect to the Escrow Funds in its gross income for federal, state and local income tax (collectively, "Income Tax") purposes and shall be liable for all Income Tax payable with respect thereto. Notwithstanding the foregoing, by January 31 of each calendar year during the term of this Agreement, the Escrow Agent shall disburse fifty percent (50%) of the earnings on the Escrow Funds accrued during the prior calendar year, with such distribution made to the party (or pro rata to the parties) to whom such earnings were reported for federal income tax purposes.

3. Disbursement of Escrow Funds. The Escrow Agent shall release the Escrow Funds as follows:

(a) As directed pursuant to a written instrument delivered to the Escrow Agent that is executed by NRG and Riverfront and that instructs the Escrow Agent as to the distribution of some or all of the Escrow Funds.

(b) From time to time, NRG may give notice pursuant to Section 5(e) of this Agreement (a "Notice") to the Escrow Agent, with a copy to Riverfront, specifying in reasonable detail the nature, basis and dollar amount of any bona fide liabilities, actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including reasonable legal and other expenses incident thereto) incurred or suffered by NRG resulting from or arising out of breach or default by Riverfront with respect to any of Riverfront's obligations or agreements under any NRG/Riverfront Agreement (each a "Claim", provided that NRG may make more than one Claim with respect to any underlying state of facts). In addition to, and not in lieu of, NRG's other rights and remedies at law or in equity associated with any Claim, NRG shall be entitled to recover from the Escrow Funds the amount of any such Claim, subject to the remaining provisions of this paragraph (b). If Riverfront gives notice pursuant to Section 5(e) of this Agreement to NRG and the Escrow Agent disputing all or any portion of a Claim (a "Counter Notice") within ten (10) calendar days following receipt by Riverfront and the Escrow Agent of the Notice regarding such Claim, then the Escrow Agent may do any of the following: (i) continue to hold the Escrow Funds until such time as there shall be delivered to the Escrow Agent either (A) a joint written direction to release the Escrow Funds in accordance with the directions contained therein signed by each of NRG and Riverfront or (B) a final non-appealable order of a court of competent jurisdiction that instructs the Escrow Agent as to the distribution of the Escrow Funds with respect to such Claim; or (ii) commence an action in the nature of interpleader in a court of competent jurisdiction in Arizona to determine the ownership or disposition of the Escrow Funds; or (iii) deposit the Escrow Funds with the clerk of any court of competent jurisdiction in Arizona. Any Counter Notice shall specify (i) each such amount that Riverfront disputes, and (ii) in reasonable detail the nature and basis for each such dispute. If no Counter Notice is received by the Escrow Agent within such 10-day period, then at the end of such 10-day period, the Escrow Agent shall pay to NRG, or its designee, the dollar amount set forth in the Notice from (and only to the extent of) the Escrow Funds.

(c) Upon receipt of written notice from NRG that NRG has terminated that certain Sub-Programming Agreement, dated the date hereof, between NRG and Riverfront (the "Sub-Programming Agreement"), as a result of an "Event of Default" thereunder by Riverfront (an "NRG Termination Notice"), then the Escrow Agent shall promptly furnish to Riverfront a copy of the notice in accordance with Section 5(e) hereof. If within ten (10) calendar days after the sending by the Escrow Agent to Riverfront of a copy of the NRG Termination Notice, the Escrow Agent shall not have received a written statement signed by Riverfront disputing the notice (the "Riverfront Dispute Notice"), then upon the expiration of such 10-day period referred to above, the Escrow Agent shall promptly deliver the Escrow Funds to NRG. If the Escrow Agent shall receive a Riverfront Dispute Notice from Riverfront within the 10-day period referred to above, then the Escrow Agent may, at its sole option, do any of the following: (i) continue to hold the Escrow Funds until such time as there shall be delivered to the Escrow Agent either (A) a joint written direction to release the Escrow Funds in accordance with the directions contained therein signed by each of NRG and Riverfront or (B) a final non-appealable order of a court of competent jurisdiction that instructs the Escrow Agent as to the distribution of the Escrow Funds; or (ii) commence an action in the nature of interpleader in a court of competent jurisdiction in Arizona to determine the ownership or disposition of the Escrow Funds; or (iii) deposit the Escrow Funds with the clerk of any court of competent jurisdiction in Arizona.



(d) Upon the occurrence of the “NRG/Riverfront Closing” under that certain Option Agreement, dated the date hereof, between NRG and Riverfront, NRG and Riverfront shall deliver joint written instructions to the Escrow Agent directing that the Escrow Funds then in existence be returned to Riverfront. Notwithstanding the provisions of this paragraph (d), if, at the time designated for the release of the Escrow Funds to Riverfront under this paragraph, there exists any outstanding Claim for which timely notice has been given by NRG hereunder, there shall be deducted from the funds to be released an amount equal to the aggregate dollar amount specified in the notice of such Claim hereunder and such amount shall be retained by the Escrow Agent pursuant to this Agreement until directed under Section 3(b), above.

(e) Upon receipt of written notice from Riverfront that Riverfront has terminated the Sub-Programming Agreement as a result of an “Event of Default” thereunder by NRG or pursuant to Section 18 thereof (a “Riverfront Termination Notice”), then the Escrow Agent shall promptly furnish to NRG a copy of the notice in accordance with Section 5(e) hereof. If within ten (10) calendar days after the sending by the Escrow Agent to NRG of a copy of the Riverfront Termination Notice, the Escrow Agent shall not have received a written statement signed by NRG disputing the notice (the “NRG Dispute Notice”), then upon the expiration of such 10-day period referred to above, the Escrow Agent shall promptly deliver the Escrow Funds to Riverfront. If the Escrow Agent shall receive an NRG Dispute Notice from NRG within the 10-day period referred to above, then the Escrow Agent may, at its sole option, do any of the following: (i) continue to hold the Escrow Funds until such time as there shall be delivered to the Escrow Agent either (A) a joint written direction to release the Escrow Funds in accordance with the directions contained therein signed by each of NRG and Riverfront or (B) a final non-appealable order of a court of competent jurisdiction that instructs the Escrow Agent as to the distribution of the Escrow Funds; or (ii) commence an action in the nature of interpleader in a court of competent jurisdiction in Arizona to determine the ownership or disposition of the Escrow Funds; or (iii) deposit the Escrow Funds with the clerk of any court of competent jurisdiction in Arizona. Notwithstanding the provisions of this paragraph (e), if, at the time designated for the release of the Escrow Funds to Riverfront under this paragraph, there exists any outstanding Claim for which timely notice has been given by NRG hereunder, there shall be deducted from the funds to be released an amount equal to the aggregate dollar amount specified in the notice of such Claim hereunder and such amount shall be retained by the Escrow Agent pursuant to this Agreement until directed under Section 3(b), above.

(f) As may be directed pursuant to a final, non-appealable order of a court of competent jurisdiction, a copy of which is delivered to the Escrow Agent by NRG or Riverfront, that instructs the Escrow Agent as to the distribution of some or all of the Escrow Funds.

(g) As provided under the last sentence of Section 2(d), above, with respect to earnings on the Escrow Funds.

4. CONCERNING THE ESCROW AGENT. The following shall control the fees, resignation, discharge, liabilities and indemnification of the Escrow Agent:

(a) The Escrow Agent shall charge no fees for its services hereunder, but shall be reimbursed for all reasonable expenses, disbursements and advancements incurred or made by the Escrow Agent in performance of its duties hereunder including but not limited to wire transfer fees and its attorney’s fees; one-half (1/2) of any such expenses, disbursements and advances to be paid by Riverfront and one-half (1/2) by NRG upon Escrow Agent’s request.

(b) The Escrow Agent (a) may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to the parties hereto, specifying the date when such resignation shall take effect, and (b) may also be removed by joint written notice of Riverfront and NRG delivered to Escrow Agent. Upon any such notice, a successor escrow agent shall be appointed with the unanimous consent of Riverfront and NRG, and the service of such successor escrow agent shall be effective as of the date of resignation or removal specified in such notice, which date shall not be less than thirty (30) days after giving such notice. If Riverfront and NRG are unable to agree upon a successor agent within thirty (30) days after such notice, the Escrow Agent shall be authorized to appoint its successor. The Escrow Agent shall continue to serve until its successor accepts this Agreement by written notice to the parties hereto and the Escrow Agent delivers the Escrow Funds to such successor escrow agent.

(c) The Escrow Agent undertakes to perform such duties as are specifically set forth herein and may conclusively rely, and shall be protected in acting or refraining from acting, on any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so. The Escrow Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof. Escrow Agent shall be under no obligation to refer to any NRG/Riverfront Agreement or to any other documents between the parties related in any way to this Escrow Agreement, except as specifically provided herein.

(d) The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted by it in good faith, or in accordance with advice of counsel (which counsel may be of the Escrow Agent's own choosing) and it shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by its own willful misconduct or gross negligence.

(e) Each of Riverfront and NRG agree jointly to indemnify the Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder, except in the case of liabilities incurred by the Escrow Agent resulting from its own willful misconduct or gross negligence.

(f) The Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any cash deposited with it. The Escrow Agent is not a party to, or bound by, any other agreement, document or understanding to which Riverfront and NRG are parties and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any of the agreements or documents existing between Riverfront and NRG. The Escrow Agent undertakes no responsibility or liability for the form and execution of such agreements and documents or the identity, authority, title or rights of any person executing any such agreements and documents.

## 5. MISCELLANEOUS.

(a) This Escrow Agreement shall be construed by and governed in accordance with the laws of the State of Arizona, applicable to agreements executed and wholly to be performed therein.

(b) This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

(c) This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

(d) Paragraph headings contained in this Escrow Agreement have been inserted for reference purposes only, and shall not be construed as part of this Escrow Agreement.

(e) All notices, requests, demands and other communications hereunder shall be in writing, shall be given simultaneously to all parties hereunder and shall be deemed to have been duly given if delivered or mailed (certified mail, postage pre-paid, return receipt requested) or sent by overnight courier or facsimile (with confirmation of receipt) as follows, or to such other addresses as any party may have furnished to the other in writing, in accord herewith:

If to NRG:                    NRG Media, LLC  
2875 Mount Vernon Road SE  
Cedar Rapids, IA 52403  
Attn: Mary Quass  
Phone: (319) 862-0300  
Fax: (319) 862-9383  
E-mail: mquass@nrgmedia.com

with a copy to (which shall not constitute notice):  
Shuttleworth & Ingersoll, PLC  
115 3<sup>rd</sup> Street SE, Suite 500  
Cedar Rapids, Iowa 52401  
Attn: Brian D. Bergstrom  
Fax: (319) 365-8725

If to Riverfront:           Riverfront Broadcasting, LLC  
3008 Mulligan Drive  
Yankton, SD 57078  
Attention: Carolyn L. Becker

with a copy to (which shall not constitute notice):  
Johnson, Miner, Marlow, Woodward & Huff, Prof. LLC  
Attn: Sheila Woodward  
200 West Third Street  
PO Box 667  
Yankton, SD 57078  
Fax: (605) 665-4788

If to Escrow Agent:       Kalil & Co., Inc.  
3444 North Country Club #200  
Tucson, AZ 85716  
Attn: Frank Kalil  
Phone: 520-795-1050  
Fax: 520-322-0584

Any such notice shall be deemed to have been given upon receipt if delivered in person, three business days after deposit in the US mail (if sent by certified mail, postage pre-paid, return

receipt requested), the next business day if sent by overnight courier, or the next business day if sent by facsimile.

6. TERMINATION. This Escrow Agreement shall automatically terminate upon the distribution of the Escrow Funds in accord with the terms hereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties have caused their hands, or those of their duly authorized officers, and seals to be affixed as of the date first above written.

NRG:

NRG MEDIA, LLC

By: Quass Communications LLC, its Manager

By: Mary Quass

Name: Mary Quass

Title: Manager of Quass Communications LLC

RIVERFRONT:

RIVERFRONT BROADCASTING, LLC

By: \_\_\_\_\_

Name:

Title:

ESCROW AGENT:

KALIL & CO., INC.

By: \_\_\_\_\_

Name:

Title:

**IN WITNESS WHEREOF**, the parties have caused their hands, or those of their duly authorized officers, and seals to be affixed as of the date first above written.

NRG:

NRG MEDIA, LLC

By: Quass Communications LLC, its Manager

By: \_\_\_\_\_

Name: Mary Quass

Title: Manager of Quass Communications LLC

RIVERFRONT:

RIVERFRONT BROADCASTING, LLC

By: Carolyn L. Becker

Name: Carolyn L. Becker

Title: Manager

ESCROW AGENT:

KALIL & CO., INC.

By: \_\_\_\_\_

Name:

Title:

**IN WITNESS WHEREOF**, the parties have caused their hands, or those of their duly authorized officers, and seals to be affixed as of the date first above written.

NRG:

NRG MEDIA, LLC

By: Quass Communications LLC, its Manager

By: \_\_\_\_\_

Name: Mary Quass

Title: Manager of Quass Communications LLC

RIVERFRONT:

RIVERFRONT BROADCASTING, LLC

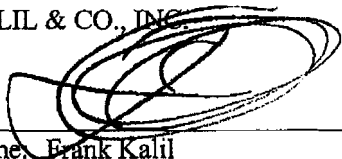
By: \_\_\_\_\_

Name:

Title:

ESCROW AGENT:

KALIL & CO., INC.

By:  \_\_\_\_\_

Name: Frank Kalil

Title: President

**SCHEDULE 11**

**Employees**

---



**SCHEDULE 12**  
**STATION AGREEMENTS**

Contract Vendor Legal Name	Stations covered by this contract	Market	Services	Cost	Begin Date mm/dd/yy	Current End Date mm/dd/yy	Y/N (assign)	Assignment Terms / Conditions	Is Consent Required for Assignment? (Y/N)	Contact Info	Maker
<b>MITCHELL</b>											
ABC - ESPN	KORN - AM	Mitchell	ESPN Audio Service	Barter/Carry Contractor's spots in the program; 5 nat'l min/wk	12/01/03	12/01/2004 has auto renewed to 12/01/08	Y	Station w prior written consent (p.8/#18) FAX OK	Y	ESPN Radio 13725 Montfort Drive Dallas, TX 75240-4455	NRG by assignment from Waitt Radio w/Sorenson as licensee
AP Membership Agreement + Addendums Corporate Contract	KORN KQRN	Mitchell	KORN: NewsPower + 24 Hours KQRN: NewsPower + Mornings	\$637.47/mo total (incl. group & market discount) (Attach. A): \$453.48/mo KORN \$184.01/mo KQRN AP has right to increase fee from time to time (p.2/#3)	03/06/07	03/06/09	Y	Contract binding on successors (p.6/Sec.15) CERTIFIED MAIL		1825 K Street NW Washington, DC 20006 attn: Carol Robinson crobinson@ap.org	NRG
Broadcast Electronics	KORN-AM	Mitchell	Audio Vault	\$300/month						Lyle Garrison - AudioVAULT/Digital Studio Products Representative Ph: 503.922.0582 Fax: 503-922-3375 email: lgarrison@bdcast.com	NRG - Verbal contract/ monthly payment only
Ford Motor Credit Mitchell Ford Lincoln Mercury	KORN KQRN	Mitchell	Ford F-150	\$428.13/mo	04/02/07	04/01/11		no terms in contract		Mitchell Ford Lincoln Mercury 2300 Main Street Mitchell, SD 57301	NRG
Learfield Communications Inc.	KORN	Mitchell	Living the Country Life	Barter/Carry Contractor's spots in the program; no declaration provided	09/04/07	8/31/2009	Y	Assignee must assume all obligations (p.1/#5)	N	Living the Country Life - Affiliate Relations Mike Ransdell, Affiliate Relations Director 505 Hobbs Road Jefferson City, MO 65103 Phone 573-556-1285 Fax 573-893-2321 mransdell@learfield.com	NRG by assignment from Waitt
Learfield Communications Inc. Corporate Contract	KORN	Mitchell	Waitt Agribusiness (Waitt Farm Network)	Barter/Carry Contractor's spots/promos in the program; Plus cash payment	07/01/06	06/30/11	Y	With prior written consent (p.9/i) FAX OK, with confirmation	Y	Learfield Communications, Inc. Kasie Zimmerman 505 Hobbs Road Jefferson City, MO 65109 tel 573-556-1280 fx 573-893-8094 Stan Koenigsfeld, President - News Division 505 Hobbs Road Jefferson City, MO 65109 Fax: (573) 893-2321 skoensfeld@learfield.com	NRG
Lifestyle TalkRadio Network	KORN - AM	Mitchell	Ray Lucia Money Clip; Take 2	Barter/Carry Contractor's spots in the program; all minutes during broadcast (p.1/#11)	06/07/06	6/7/2007 has auto renewed to 6/7/08	Y	Assignable to station purchaser (p.2/#VI); station must provide notice within 10 days of change FAX OK with confirmation	N	PO Box 4826 Greenwich, CT 06831 203-422-2800 fax 203-422-2288	NRG
Matrix Media, Inc.	KORN - AM	Mitchell	HGTV Design Tips	:30/program	11/04/05	11/4/2006 has auto renewed to 11/4/08?	Y	Transferable and enforceable in event of station sale (p.1/#6) Notice only. FAX OK	N	230 East Ohio Street Suite 101 Chicago, IL 60611 312-840-5000 fax: 312-840-5010 CONTRACTS FAX: 201-261-7220	NRG
Media Tracks Communications	KORN - AM	Mitchell	Radio Health Journal	Barter/Carry Contractor's spots in the program; 8 nat'l minutes/week 4 local minutes/week	10/05/04	10/05/2005 has auto renewed to 10/05/08	Y	With prior written consent: Assignment does NOT relieve station of further liability for contract performance (p.2/#11)	Y	2250 E. Devon Avenue, Suite 150 Des Plaines, IL 60018 Phone: 847-299-9500 Fax 847-299-9501 email: info@mediatracks.com	NRG by assignment from Waitt Media
Sky's the Limit LLC	KORN KQRN	Mitchell	Sioux Falls Skyforce	\$1.996 trade plus additional for play offs; receive tickets for promos	11/01/07	04/30/08	Y	Prior written consent (#10) Written notices, return receipt	N	NBADL Attn: Legal 24 Vardry Street, Suite 201 Greenville, SC 29601 OR Skyforce 319 N Main (PO Box 921) Mitchell, SD 57301	NRG

Contract Vendor Legal Name	Stations covered by this contract	Market	Services	Cost	Begin Date mm/dd/yy	Current End Date mm/dd/yy	Y or N (assign)	Assignment Terms/Conditions	Is Consent Required for Assignment? (Y/N)	Contact Info	Maker
Waitt Radio Networks, LLC [supercedes previous contracts p.1/#2]	KQRN	Mitchell	AC Active	\$580/mo program fee (waived while owned/ operated by Waitt) \$135/mo equipment fee Plus 2 nat'l min/hr - 24/7 Plus 1 nat'l min/hr during localized time (p.2/#7e)	04/01/05	4/1/2006 has auto renewed to 4/1/08	Y	Assignable by either party to successors upon notice to the other party (p.4/#16)	N	Rick Honea, Dir Affiliate Relations Waitt Radio Networks, LLC 1000 No 90th Street, Suite 105 Omaha, NE 68114	NRG by assignment from Waitt Radio as LMA partner of Sorenson as licensee
Wicks Corporate Contract	KORN	Mitchell	software & support	Cash payments	01/06/06	12/31/08	Y	With prior written consent (p.4) FAX OK	Y	Wicks Broadcast Solutions P.O. Box 3078 Opelika, AL 36803-3078	NRG
ABC Radio Networks, Inc. Plus Addendums A, B, C, D and Internet	KORN-AM	Mitchell	Sean Hannity #70995 plus Update & Internet	Barter/Carry Contractor's spots in program: 5 min/hr (3 hrs daily/M-F) Plus 1 min daily with Update Plus \$250/mo in cash	12/31/07	12/27/2009 correct date	Y	Station w prior written consent; Upon sale of station, must obtain transferee's assumption of this contract (p.7/#13)  FAX OK, with mailed copy	Y	Radio Networks LLC Attn: VP Programming 2 Penn Plaza (17th Floor) NY, NY 10121 212-202-5428 cc to General Counsel Radio Networks LLC c/o Citadel Broadcasting 142 W 57th St (11th Floor) NY, NY 10019	Sorenson
NorthShore Productions	KORN - AM	Mitchell	Successful Farming Radio Magazine	No cost to station; will receive 30% of any revenue generated	11/01/05	11/12/2006 has auto renewed to 11/01/2008	Y	No terms prohibiting Written notice, mail not specified but no fax # provided	N	746 North Shore Drive Detroit Lakes, MN 56501 218-846-1936	Sorenson
A & B Advertising (formerly Weather Eye Inc.)	KORN KQRN	Mitchell	Weather service	Barter/Carry Contractor's spots in the program: 5:30/day ea station; plus \$50/mo for severe weather coverage	04/15/02	4/15/2006 has auto renewed to 4/15/08	Y	Binding on assigns (p.3/#7)	N	Steve Wohlenhaus, President A&B Advertising/Weather Eye, Inc. PO Box 25255 Woodbury, MN 55125	Station
A & B Business Equipment	KORN KQRN	Mitchell	Ricoh copier	\$495/mo trade	03/01/07	02/28/08	Y	No terms prohibiting  FAX OK	N	A & B Business Equipment 520 Maple Avenue Rapid City, SD 57701 605-341-5363	Station
A & B Business Equipment	KORN KQRN	Mitchell	water cooler	unknown trade	03/01/07	02/28/08	Y	No terms prohibiting  FAX OK	N	A & B Business Equipment 520 Maple Avenue Rapid City, SD 57701 605-341-5363 GM said this was added to copier trade and will "go away" as soon as possible e-mail: amnew@procrea.com Phone (toll free): 1-888-622-7321 (888- McCrea1) Alternate Phone: 616-449-2155 Mail: McCrea Communications; 5650 Berlin Rd., Moushville, MO 64460-9255	Station - Verbal Contract as addendum to copier trade
American Countryside	KORN	Mitchell	American Countryside	Mgr Believes it to be part of Brownfield contract - but no Brownfield contract, per Learfield.							Station-Verbal Agreement
Focus on the Family	KORN - AM	Mitchell	Focus on the Family and Mature Focus	Barter, unspecified	unknown	until cancelled	Y	No terms prohibiting  FAX OK		Paul Batura 8605 Explorer Drive Colorado Springs, Co 80920 FAX 719-531-3302 Tele 719-531-3309	Station
Grahme Chad Benson	KORN KQRN	Mitchell	Voice Talent	\$1,800 annually, pd monthly	01/01/08	12/31/08	Y	Either party, prior written consent (p.3/top & #13)  No delivery specified	Y	Not provided in contract	Station
Midcontinent Business	KORN	Mitchell	phone land lines Internet	About \$400/mo for 9 lines, directory listing and Internet	04/18/07	04/17/10	Y	in writing (#9) Certified mail	N	Midcontinent Business Solutions emailed for correct address etc	Station
Premiere Radio Networks, Inc.	KORN - AM	Mitchell	Rush Limbaugh Show; Morning Update	Barter/Carry Contractor's spots in the program: 15 nat'l min/program, plus 1 nat'l min M-F (for Update) Plus \$900/qr, in advance	01/01/08	90 day cancellation	Y	Station can assign only to license transferee; Assignment does NOT relieve station of further liability for contract performance (p.2/#10) Written notice, no delivery instructions		15260 Ventura Blvd (5th Floor) Sherman Oaks, CA 91403-5339 818-377-5300 fax 818-461-5490 www.premiereradio.com	Station
Pro's Pointers Radio	KORN - AM	Mitchell	Pros Pointers	None in agreement	08/01/03	01/31/04	Y	No terms prohibiting FAX NOTICE OK	N	tele 931-503-0854 FAX 931-503-0854	Station

Contract Vendor Legal Name	Stations covered by this contract	Market	Services	Cost	Begin Date mm/dd/yy	Current End Date mm/dd/yy	Y or N (ass'gn)	Assignment Terms / Conditions	Is Consent Required for Assignment? (Y/N)	Contact Info	Maker
RaulTek	KORN KORN	Mitchell	Internet hosting							RaulTek 323 N. Main St. Mitchell, SD 57301 605-996-9888 sales@raultek.com	Station - no contract
Sports Max	KORN-AM	Mitchell	Syndicated 1 hr. SD Sports	Barter/Carry Contractor's spots/promos in the program						Sportsmax 102 West Third Street Dell Rapids, SD 57022 Mike at 605-428-0120 or sportsmax@siouxvalley.net	Station - Verbal Agreement x
Syndicated Solutions, Inc.	KORN - AM	Mitchell	Fresh Grocer	Barter/Carry Contractor's spots in the program: :30/show			Y			P.O. Box 1078 Ridgefield, CT 06877 Main Phone - (203) 431- 0790 Fax - (203) 431- 0792 email: info@syndsolutions.com	Station x
Syndicated Solutions, Inc.	KORN - AM	Mitchell	Prescriptions for Health with Dr. James Bragman	Barter/Carry Contractor's spots in the program: :30/show	03/29/04	3/29/2005 has auto renewed to 03/29/08	Y	No terms prohibiting No Notice requirements; FAX OK	N	P.O. Box 1078 Ridgefield, CT 06877 Main Phone - (203) 431- 0790 Fax - (203) 431- 0792 email: info@syndsolutions.com	Station
Under the Hood	KORN	Mitchell	Under the Hood							Reproduction and distribution contact Doug Mashek c/o Prairie House Productions 2809 S. Prairie Ave. (605) 386-3645 phprod@sko.midco.net	Station -Verbal Agreement x
Verizon Mngr has not sent contract for this		Mitchell	cell phones							Krista Kiner @ Wireless World 605-996-2401	Station - no contract x
WebStream, Inc.	KORN	Mitchell	Internet Streaming	\$29.95/mo plus Barter/Carry contractors spots and promos	09/06/07	10/06/07	Y	No terms forbidding	N	356 SW 12th Ave (Bldg 7) Deerfield Beach, FL 33442 Phone 888.WEB.2333 (toll-free) FAX 954-426-5283 jporras@webstream.net	Station
Westwood One Radio Networks, Inc.	KORN - AM	Mitchell	First Light I	Barter/Carry Contractor's spots in the program: 10 natl min/wk	02/14/00	02/14/01 has auto renewed to 02/14/08	Y	No terms prohibiting	N	Westwood One Radio Networks, Inc. 40 W 57th Street, 15th floor New York, NY 10019 tel 212-641-2000 fax 212-641-2079	Station AS KORN PALACE BROADCASTING
Westwood One Radio Networks, Inc.	KORN - AM	Mitchell	First Light II	Barter/Carry Contractor's spots in the program 7.5 natl minutes/week	02/14/00	02/14/01 has auto renewed to 02/14/08	Y	No terms prohibiting	N	westwood One Radio Networks, Inc. 40 W 57th Street, 15th floor New York, NY 10019 tel 212-641-2000 fax 212-641-2079	Station AS KORN PALACE BROADCASTING
<b>PIERRE</b>											
AP Membership Agreement & Addendum Corporate Contract	KCCR - AM	Pierre	NewsPower+ Drive Times	\$232.56/mo (Attach. A); AP has right to increase (p.2/#3)	03/06/07	03/06/09	Y	Contract binding on successors (p.6/Sec.15)  CERTIFIED MAIL		1825 K Street NW Washington, DC 20006 attn: Carol Robinson crobinson@ap.org	NRG
Fox News Network LLC Corporate Contract	KLXS KYYA- FM	Pierre Yankton	News Services	28 min barter for Pierre No cost for Yankton	07/01/05	6/30/2007 has auto renewed to 6/30/09 but has 90 day out clause	Y	Upon sale of station, must obtain transferee's assumption of this contract in writing (p.3/#10)  Written notice, FAX OK	N	Robert Finnerty, VP Fox News Radio 1211 Ave of the Americas (18th Floor) NY, NY 10036 fax 212-301-5455 cc: to Legal Dept., same address/fax	NRG by assignment from Waitt

Contract Vendor Legal Name	Stations covered by this contract	Market	Services	Cost	Begin Date mm/dd/yyyy	Current End Date mm/dd/yyyy	Year(s) Assigned	Assignment Terms / Conditions	Is Content Required for Assignment? (Y/N)	Contact Info	Maker
Learfield Communications Inc. Corporate Contract	KCCR	Pierre	Waitt Agribusiness (Waitt Farm Network)	Barter/Carry Contractor's spots/promos in the program. Plus cash payment	07/01/06	06/30/11	Y	With prior written consent (p.9/i) FAX OK, with confirmation	Y	Learfield Communications, Inc. Kasie Zimmerman 505 Hobbs Road Jefferson City, MO 65109 tel 573-556-1260 fx 573-893-8094 Stan Koenigsfeld, President - News Division 505 Hobbs Road Jefferson City, MO 65109 Fax: (573) 893-2321 skoensfeld@learfield.com	NRG
Revenue Development Systems	KCCR KLXS	Pierre	MarketPro!	\$600/mo, payable \$50/mo	07/01/07	06/01/08		prior written consent (p.2#E) No delivery instructions, FAX OK		Revenue Development Systems 324 Campus Lane Suite B Fairfield, CA 94534 707-864-2667 PH; 707-864-2672 FAX email dvaroz@rds.emmis.com Diane Varoz- handles contracts	NRG - Pierre
Talk Radio Network	KCCR	Pierre	Laura Ingraham	Barter/Carry 5 minutes Network inventory per hour of show	07/23/07	07/23/08		New owner must assume, Broadcaster must notify by certified mail/overnight carrier w/in 15 days.		Talk Radio Network P.O. Box 3755 Central Point, Oregon 97502 Phone: 541-864-8827 Fax: 541-864-8250	NRG-KCCR
Wicks CORPORATE CONTRACT	KCCR	Pierre	software & support	Cash payments	01/06/06	12/31/08	Y	With prior written consent (p.4) FAX OK	Y	Wicks Broadcast Solutions P.O. Box 3078 Opelika, AL 36803-3078	NRG
Waitt Radio Networks, L.L.C., as amended	KLXS	Pierre	BOB FM	no program fee (waived while owned/ operated by Waitt) \$135/mo equipment fee Plus 2 nat'l min/hr - 24/7	03/19/07	03/18/10	Y	Assignable by either party to successors w written notice Certified mail		Rick Honea, Dir Affiliate Relations Waitt Radio Networks, LLC 1000 N 90th Street, Suite 105 Omaha, NE 68114	Sorenson
Westwood One Radio Networks, Inc.	KCCR-AM	Pierre	CBS News package							Jim Jones Vice President Affiliate Sales Westwood One 301.628.2510 jim_jones@westwoodone.com	Sorenson
A & B Copier	KCCR	Pierre	Lanter Copier Trade	\$495/mo trade	01/31/07	01/31/09		No terms prohibiting		A & B Business Equipment 520 Maple Avenue Rapid City, SD 57701 605-341-5363	Station
American Countryside		Pierre	American Countryside	Carried w/Brownfield for sometime - ? If still running the program						email: andrew@stonehillmedia.com Phone (toll free): 1-888-622-7321 (888- McCrea1) Alternate Phone: 816-449-2155 Mail: McCrea Communications; 5650 Berlin Rd.; Meverville, MO 64460-8255	Station - Verbal Agreement x
Sports Max	KCCR	Pierre	Syndicated 1 hr. SD Sports	Barter/Carry Contractor's spots/promos in the program						Sportsmax 102 West Third Street Dell Rapids, SD 57022 Mike at 605-428-0120 or sportsmax@siouxvalley.net	Station - Verbal Agreement x
Under the Hood	KCCR	Pierre	Under the Hood							Reproduction and distribution contact Doug Mashak c/o Prairie House Productions 2809 S. Prairie Ave. (605) 366-3645 phprod@sio.midco.net	Station - Verbal Agreement x
Westwood One Radio Networks, Inc.	KCCR	Pierre	American Morning 1	Barter/Carry Contractor's spots in the program	07/02/07	07/02/08	Y	Assignable to successor; must obtain written assumption; does not relieve station of resp. (p2/#9) Written notice, certified		Westwood One Radio Networks, Inc. 40 W 57th Street, 15th floor New York, NY 10019 tel 212-641-2000 fax 212-641-2079	Station/Sorenson
Westwood One Radio Networks, Inc.	KCCR	Pierre	American Morning 2	Barter/Carry Contractor's spots in the program	07/02/07	07/02/08	Y	Assignable to successor; must obtain written assumption; does not relieve station of resp. (p2/#9) Written notice, certified		Westwood One Radio Networks, Inc. 40 W 57th Street, 15th floor New York, NY 10019 tel 212-641-2000 fax 212-641-2079	Station/Sorenson

Contract Vendor Legal Name	Stations covered by this contract	Market	Services	Cost	Begin Date mm/dd/yy	Current End Date mm/dd/yy	Y or N (assign)	Assignment Terms / Conditions	Is Consent Required for Assignment? (Y/N)	Contact Info	Maker
Westwood One Radio Networks, Inc.	KCCR	Pierre	College Football	Barter/Carry	08/01/07	08/01/08		no terms prohibiting		Westwood One Radio Networks, Inc. 40 W 57th Street, 15th floor New York, NY 10019 tel 212-641-2000 fax 212-641-2079	Station
Westwood One Radio Networks, Inc.	KCCR	Pierre	First Light I	Barter/Carry Contractor's spots in the program	07/02/07	07/02/08	Y	Assignable to successor; must obtain written assumption; does not relieve station of resp. (p2/#9) Written notice, certified		Westwood One Radio Networks, Inc. 40 W 57th Street, 15th floor New York, NY 10019 tel 212-641-2000 fax 212-641-2079	Station/Sorenson
Westwood One Radio Networks, Inc.	KCCR	Pierre	First Light II	Barter/Carry Contractor's spots in the program	07/02/07	07/02/08	Y	Assignable to successor; must obtain written assumption; does not relieve station of resp. (p2/#9) Written notice, certified		Westwood One Radio Networks, Inc. 40 W 57th Street, 15th floor New York, NY 10019 tel 212-641-2000 fax 212-641-2079	Station/Sorenson
Westwood One Radio Networks, Inc.	KCCR	Pierre	Jim Bohannon Show (1,2 & 3)	Barter/Carry Contractor's spots in the program	07/02/07	07/02/08	Y	Assignable to successor; must obtain written assumption; does not relieve station of resp. (p2/#9) Written notice, certified		Westwood One Radio Networks, Inc. 40 W 57th Street, 15th floor New York, NY 10019 tel 212-641-2000 fax 212-641-2079	Station/Sorenson
Westwood One Radio Networks, Inc.	KCCR	Pierre	NFL Football	Barter/Carry	08/01/07	08/01/08		No terms prohibiting		Westwood One Radio Networks, Inc. 40 W 57th Street, 15th floor New York, NY 10019 tel 212-641-2000 fax 212-641-2079	Station
Westwood One Radio Networks, Inc.	KCCY	Pierre	NFL Sundays Best	Barter/Carry	08/01/07	08/01/08	Y	No terms prohibiting assignment (p.3/1A)	N	Westwood One Radio Networks, Inc. 40 W 57th Street, 15th floor New York, NY 10019 tel 212-641-2000 fax 212-641-2079	Station
ABC		Pierre	Sean Hannity							Radio Networks LLC At: VP Programming 2 Penn Plaza (17th Floor) NY, NY 10121 212-202-6428 cc to General Counsel Radio Networks LLC c/o Citadel Broadcasting 142 W 57th St (11th Floor) NY, NY 10019	No Contract
ABC - ESPN		Pierre								Enid Karpeh at ABC	No Contract
Cell phones		Pierre									No Contract
<b>YANKTON</b>											
AP Membership Agree & Addendum Corporate Contract	KKYA - FM KYNT - AM	Yankton	KKYA NewsPower + Mornings KYNT: AP News Power +Drive Time	\$404.94/mo \$184.01 KKYA \$220.93 KYNT AP has right to increase fee from time to time (p.2/#3)	03/05/07	03/06/09	Y	Contract binding on successors (p.6/Sec15)  CERTIFIED MAIL		1825 K Street NW Washington, DC 20006 attn: Carol Robinson crobinson@ap.org	NRG
Ford Motor Credit Moody Motor Co	KKYA KYNT	Yankton	Ford Ranger	\$106.60/mo	11/29/06	10/29/08				Moody Motor Co. 251 Spruce Ave. Niobrara, NE 68760 402-857-3711	NRG by assignment from Waitt

Contract Vendor Legal Name	Stations covered by this contract	Market	Services	Cost	Begin Date mm/dd/yyyy	Current End Date mm/dd/yyyy	Y or N (assign)	Assignment Terms / Conditions	Is Consent Required for Assignment? (Y/N)	Contact Info	Maker
Intertech Media, LLC	KYNT KKYA	Yankton	Internet Site & Listeners Club	\$200 month (\$100/mo/station)	11/01/04	11/01/2008 has auto renewed to 11/01/08	Y	Station with prior written consent; Upon sale of station, must obtain transferee's assumption of this contract (p.2/#10) Written notice, delivery not specified	Y	1111 East Putman Ave. Riverside, CT 06878	NRG by assignment from Waitt Radio
Learfield Communications Inc. Corporate Contract	KKYA KYNT	Yankton	Waitt Agribusiness (Waitt Farm Network)	Barter/Carry Contractor's spots/promos in the program: Plus cash payment	07/01/06	06/30/11	Y	With prior written consent (p.9M) FAX OK, with confirmation	Y	Learfield Communications, Inc. Kasie Zimmerman 505 Hobbs Road Jefferson City, MO 65109 tel 573-556-1260 fx 573-893-8094 Stan Koenigsfeld, President - News Division 505 Hobbs Road Jefferson City, MO 65109 Fax: (573) 893-2321 skoenigsfeld@learfield.com	NRG
MRN	KKYA	Yankton	Indy/ NASCAR	\$2800 annual fee.	01/01/08	12/31/08		Notification at FCC filing, assumption letter from new owners, station maintains responsibility (p.3, #14)		Motor Racing Network, Inc. 1801 W. International Speedway Daytona Beach, FL 32114 (386) 947-6400, select option 1 Steve Tate, Rep	NRG
Parker Ford	KKYA KYNT	Yankton	2003 Ford Escape	Trade: \$450/mo (36 30 second spots/mo)	01/01/08	12/31/08		No terms forbidding		Parker Ford 1075 East 6th Street Parker, SD 57053 605-297-4851.	NRG/Station
PRN (Performance Racing Network)	KKYA	Yankton	Indy/ NASCAR	\$1750 payable in 2 installments	01/02/08	01/31/09		Notification of FCC filing, written consent of network, require successors to be bound (p.1, #6)		John Napolitano 5555 Concord Parkway South Concord, NC 28027 OR P.O.Box 600 Concord, NC 28026	NRG
Pinnacle Sports Productions, LLC. d/b/a Nebraska Sports	KKYA-FM	Yankton	University of Nebraska Sports 2006-2011	45 nat'l min/wk (p.15) + unspec nat'l min. in ea broadcast; 10:30 PSA/wk (p.14/#2); + affil fee; + add'l affil fees post season (p.6/#7) + \$21,520 trade pay mo/schedule (ExhC)	08/01/06	07/31/11	Y	Station with prior written consent, if assignee agrees to fulfill agreement (p.4/#4) Notices by certified mail (p.21/#11):	Y	Manager Pinnacle Sports Productions P.O. Box 570 821 Village Square Gretna, NE 68028	NRG
Studio Productions Inc.	KYNT	Yankton	Little Known Facts	unspecified barter	05/11/07	5/10/2008 with 30 day out	Y	No terms forbidding Courtesy FAX notice only	N	faxed back - no other contact info Wilbur Entertainment fax 559-237-8520	NRG
Sun & Fun Media	KKYA	Yankton	6 vacations	Barter/Carry Contractor's spots in the program: 7 nat'l min/day, M-F only, March to Sept.	03/26/07	09/19/08	Y	No terms forbidding Courtesy FAX notice only	N	Sun & Fun Media 105 West Second Street Sanford, FL 32771 tel 407-328-0505 fax 407-328-0051	NRG
Waitt Radio Networks, L.L.C., as amended	KKYA - FM	Yankton	Country Today (amend)	\$380/mo program fee (waived while owned/ operated by Waitt) \$107/mo equipment fee; Plus 2 nat'l minutes/hour - 24/7 (Paragraph 7E)	7/1/2006 (amendment)	07/01/09	Y	Assignable by either party to successors w notice to the other party (p.4/#18) Written notice, certified mail	N	Rick Honea, Dir Affiliate Relations Waitt Radio Networks, LLC 1000 No 90th Street, Suite 105 Omaha, NE 68114	NRG (per 06 amendment)
Wicks Corporate Contract	KKYA	Yankton	software & support	Cash payments	01/06/06	12/31/08	Y	With prior written consent (p.4) FAX OK	Y	Wicks Broadcast Solutions P.O. Box 3078 Opelika, AL 36803-3078	NRG
Zmax Racing Country	KK	Yankton	NASCAR		1/2/220	01/02/09		Notification of FCC filing, written consent of network, require successors to be bound (p.1, #6)		Z-Max Racing Country Affiliate Relations P.O. Box 600 Concord, NC 28026	NRG
Waitt Radio Networks, L.L.C. w Addendum A	KYNT - AM	Yankton	AC Pure (Express)	\$500/mo program fee (waived while owned/ operated by Waitt); \$127/mo equipment Plus 2 min/hr - 24/7	02/17/03	2/17/2008 has auto renewed to 02/17/09	Y	Assignable by either party to successors w notice to the other party (p.4/#18) Written notice, certified mail	N	Rick Honea, Dir Affiliate Relations Waitt Radio Networks, LLC 1000 No 90th Street, Suite 105 Omaha, NE 68114	Sorenson

Contract Vendor Legal Name	Stations covered by this contract	Market	Services	Cost	Begin Date mm/dd/yy	Current End Date mm/dd/yy	Y or N (assign)	Assignment Terms / Conditions	Is Consent Required for Assignment? (Y/N)	Contact Info	Maker
A & B Business Equipment	KKYA	Yankton	copier	trade only	02/01/06	01/31/08	Y	No terms prohibiting No notice or delivery specified	N	AB Business Equipment 115 Broadway, Suite 4 Yankton, SD 57078 tel 605-665-0816 fx 605-665-0818	Station
Alltel	KKYA KYNT	Yankton	cell phone for Hauger	not specified	05/07/07	05/07/09	Y	Assignable by station with prior written consent (p.2)	Y	Alltel	Station
Alltel Jones Communications	KKYA KYNT	Yankton	cell phone for Becker	unknown - no contract	09/28/06	09/28/08	?	No contract	?	Jones Communications Jason Jones 508 W 23rd Street Yankton, SD 57078 ph 605-664-2355	Station
Daktronics Inc	KYNT	Yankton	electronic scoreboards at Yankton HS	\$3,000/yr payable quarterly per Schedule B	04/01/07	04/01/17	Y	Assignable by station with prior written consent (p.3/#10) No delivery specified	Y	Daktronics Inc 331 32nd Avenue PO Box 5128 Brookings, SD 57006-5128 tel 888-325-8463 fax 605-697-4700	Station
The Lampo Group	KYNT	Yankton	Dave Ramsey's Money Makeover	unspecified barter	11/05/07	duration of contract/ ongoing		Written notice		The Lampo Group, Inc. 1749 Mallory Lane Suite 100 Brentwood, TN 37027 877.410.DAVE (877.410.3283)	Station
PrairieWave Telecommunications, Inc.	KYNT	Yankton	land line phones	undetermined cash	10/18/04	10/18/09	Y	With prior written consent (p.2/#9) FAX OK	Y	PrairieWave Telecommunications 5100 S Broadband Lane Sioux Falls, SD 57108 tel 877-633-4567 fx 605-665-7667	Station
ABC Radio Networks, Inc	KYNT - AM	Yankton	ABC Information Services News/Sports/Fe atures	Barter/Carry Contractor's spots in the program	08/20/01	08/17/03 has auto renewed to 08/17/08	Y	Station with prior written consent; Upon sale of station, must obtain transferee's assumption of this contract (p.4/#9)	Y	ABC Radio Network Sr VP, Affiliate Rel 444 Madison Ave. (9th Fl) NY, NY 10022 FAX 212-735-1125 Courtesy copy to ABC, Inc. Sr VP, Legal and Business Affairs 77 W 66th St, NY NY 10023 FAX 212-458-7753	No Contract



CONTINUATION OF SCHEDULE 12:

With respect to the WRN Program Affiliation Agreements for the Stations, NRG agrees that the discounted program fee arrangement currently in place for the Stations shall continue through December 31, 2009.

To the extent any of the Station Agreements also relate to, or cover, stations or markets other than the Stations, Programmer acknowledges and agrees that (a) any assignment and assumption contemplated by this Agreement with respect to such Station Agreements shall not include such other stations or markets, (b) NRG shall have the right to retain such contracts with respect to such other stations or markets, and (c) the obligations of the parties under Section 12 of the Agreement to which this Schedule is attached shall be appropriately adjusted to account for such partial assignment and assumption of such contracts.

Schedule 22(G)

<u>Coverage</u>	<u>Limit</u>	<u>Deductible</u>	
BI/EE	\$1M	48 Hours	
General Liability	\$1M Occurrence/\$2 Aggregate	-0- Deductible	
Work Comp	per payroll	\$1,000	
Umbrella Liability	\$1M Occurrence/\$1M Aggregate	-0- SIR	
EPL	\$1M Aggregate	\$100,000	optional
E&O	\$5M/Occurrence/\$5M Aggregate	\$25,000 Each Claim	

NAME	JOB TITLE DESCR	ANNUAL SALARY	EMPLOYEE TYPE	LOCATION CODE
Greenway, Clinton J.	On-Air Talent	\$24,766.32	FT	Mitchell
Hartman, Diane	Business Manager	\$27,737.52	FT	Mitchell
Iverson, Barb J	Announcer	\$13,520.52	PT	Mitchell
Johnson, Lyle C.	Announcer	\$12,480.48	PT	Mitchell
Koons, John	General Manager	\$62,000.16	FT	Mitchell
Morgan, Steven L	Program Director	\$39,623.04	FT	Mitchell
Nedved, Nancy L	Account Executive	Commissioned	FT	Mitchell
Peterson, Christina K	Traffic Manager	\$18,720.72	PT	Mitchell
Porter, Sherri L.	Sales Manager	Commissioned	FT	Mitchell
Rogers, D'Andra	Account Executive	Commissioned	FT	Mitchell
Schreiner, Devon L.	Announcer	\$12,480.48	PT	Mitchell
Skelly, Joseph P	News Director	\$32,781.60	FT	Mitchell
Wenzel, Joseph Dean	Announcer	\$12,480.48	PT	Mitchell
Deslauriers, Dan R.	Announcer	\$22,499.52	FT	Pierre
Healy, Brandy A	Admin Assistant	\$14,560.56	PT	Pierre
Heller, Tanya	Business Manager	\$28,077.12	FT	Pierre
Horst, Wendy Dawn	Account Executive	Commissioned	FT	Pierre
Hyde, Cheryl A	Account Executive	Commissioned	PT	Pierre
Mangan, Anthony J	News Director	\$30,094.32	FT	Pierre
Martin, Danielle Dee	Receptionist	\$14,560.56	PT	Pierre
Meyer, Daniel T	Announcer	\$28,162.08	FT	Pierre
Norman, Kassy A	Receptionist	\$14,560.56	PT	Pierre
Reints, Devin Paul	Account Executive	Commissioned	FT	Pierre
Sattgast, Donna K.	Account Executive	Commissioned	FT	Pierre
Sengelmann, Shawna L.	Announcer	\$13,936.54	PT	Pierre
Sigety, Patrick R.	Announcer	\$12,272.47	PT	Pierre
Thompson, Kelly C	Announcer	\$16,224.62	PT	Pierre
White, Andrew Steven	Announcer	\$12,272.47	PT	Pierre
White, Charles S	General Manager	\$60,000.00	FT	Pierre
Bolle, Lynette K.	Account Executive	Commissioned	FT	Yankton
Bradbury, David M.	On-Air Talent	\$19,038.00	FT	Yankton
Brenner, Jarret J	Board Operator	\$12,480.48	PT	Yankton
Cowman, Troy C	Announcer	\$22,000.08	FT	Yankton
Dykstra, Curtis D	General Manager	\$100,000.08	FT	Yankton
Fischer, Dan Paul	Board Operator	\$12,168.47	PT	Yankton
Hauger, Tammy L	Business Manager	\$25,932.96	FT	Yankton
Haukap, Thomas O	Board Operator	\$17,472.67	PT	Yankton
Herman, Norm F	Board Operator	\$12,480.48	PT	Yankton

Jacobson, John C	On-Air Talent	\$17,472.67	PT	Yankton
Lammers, Jackie Lynn	Receptionist	\$15,080.58	PT	Yankton
Larsen, Laurie K	Account Executive	Commissioned	FT	Yankton
Leeper, Ronald D.	News Director	\$19,500.00	FT	Yankton
Leshner, David E	Program Director	\$37,424.88	FT	Yankton
Miller, Cynthia S	Sales Manager	Commissioned	FT	Yankton
Pfund, Robert L	On-Air Talent	\$16,120.62	PT	Yankton
Safranek, Brady Donovan	Sports Director	\$22,000.08	FT	Yankton
Wright, Richard W.	On-Air Talent	\$12,522.08	PT	Yankton
Wynia, Nicole Lyn	Account Executive	Commissioned	FT	Yankton

Schedule 22(G)

<u>Coverage</u>	<u>Limit</u>	<u>Deductible</u>
General Liability	\$1M Occurrence/\$2 Aggregate	-0- Deductible
Work Comp	per payroll	\$1,000
Umbrella Liability	\$1M Occurrence/\$1M Aggregate	-0- SIR
EPL	\$1M Aggregate	\$100,000
E&O	\$1M/Occurrence/\$1M Aggregate	\$25,000 Each Claim