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02/04/97 2:20 PM

understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed herein or in the Escrow Agreement or Loan Agreement. By signing below, the parties acknowledge that they have read this Agreement and are fully cognizant of each provision herein.

13. Severability. The event that any of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable 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.

14. Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia.

15. Authority. Each signatory to this Agreement warrants and represents that it has full legal authority to enter into, execute and carry out this Agreement.

16. Remedies on Default. In the event that either party defaults in the performance of this Agreement, the party not in default shall have available to it all remedies at law or equity to which it is entitled under District of Columbia law. If, on account of an alleged breach or default by either party of its obligations under this Agreement, the other Party shall employ an attorney to enforce or defend any of its rights or remedies under this Agreement, the prevailing party shall be entitled to recover its reasonable costs incurred in such connection, including, but not limited to, reasonable attorneys' fees.

17. Notice. Any notices or other communications shall be in writing and shall be considered to have been duly given when deposited into first class, certified mail, postage prepaid, return receipt requested, delivered personally (which shall include delivery by Federal Express or other recognized overnight courier service that issues a receipt or other confirmation of delivery), or delivered via confirmed facsimile transmission;

If to PCBJ:

With copies to (which shall not constitute notice):

Richard J. Hayes, Esq.
13809 Black Meadow Road
Greenwood Plantation
Spotsylvania, VA 22553
Phone: (540) 972-2690
Fax: (540) 972-1309

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If to LCC:

Mr. James S. McBride
LifeStyle Communications Corp.
4 Catherine Circle
Wilbraham, MA 01095
Phone: (413) 543-2400
Fax: (413) 543-5844

With copies to (which shall not constitute notice):

John M. Pelkey, Esq.
Haley Bader & Potts P.L.C.
Suite 900
4350 North Fairfax Drive
Arlington, VA 22203-1633
Phone: (703) 841-0606
Fax: (703) 841-2345

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this paragraph.

18. Waiver. Failure of any party to complain of any act or omission on the part of any other party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or consent to any subsequent breach of the same or other provisions.

19. Amendment. This Agreement may be amended only in writing signed by the party against whom enforcement is sought.

20. Termination. This Agreement can be terminated by either party upon a final order from the FCC refusing to approve this Agreement in which event PBCI shall be entitled to the amount placed into escrow pursuant to paragraph 5 hereof and any interest that has accrued thereon, and the parties shall so instruct the Escrow Agents. This Agreement shall automatically terminate upon termination of the Loan Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last below written.

PLATTE BROADCASTING COMPANY, INC.

Dated: _____, 1997

By _____
President

LIFESTYLE COMMUNICATIONS CORPORATION

Dated: _____, 1997

By _____
President

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LOAN AGREEMENT

THIS AGREEMENT, entered into by and between Platte Broadcasting Company, Inc. ("PBCI"), and LifeStyle Communications Corporation ("LCC").

WITNESSETH:

WHEREAS, PBCI is the licensee of radio station KOTD-FM, Plattsmouth, Nebraska, which operates on Channel 295A;

WHEREAS, LCC is the licensee of radio station KJJC(FM), Osceola, Iowa, which operates on Channel 295C2;

WHEREAS, PBCI filed comments in a rule making proceeding in MM Docket No. 96-95 before the Federal Communications Commission ("FCC") seeking to change KOTD-FM's operating frequency from Channel 295A to Channel 295C3 which would require LCC to change KJJC's operating frequency from Channel 295C2 to Channel 296C2;

WHEREAS, LCC opposed the proposed change in KJJC's channel and submitted a mutually exclusive counterproposal with the FCC to allot Channel 295A as a new service to Papillion, Nebraska, and to require PBCI to change the frequency of KOTD-FM from Channel 295A to Channel 299A, without requiring KJJC to change channels (hereinafter "LCC's Counterproposal");

WHEREAS, PBCI filed further comments with the FCC ultimately seeking to change KOTD-FM's operating frequency from Channel 295A to Channel 295C3 and its community of license from Plattsmouth, Nebraska, to Papillion, Nebraska, and to allot Channel 299A as a new service to Plattsmouth, Nebraska, all of which would continue to require LCC to change KJJC's operating frequency from Channel 295C2 to Channel 296C2;

WHEREAS, PBCI and LCC have entered a Settlement Agreement of the same date herewith whereby LCC will dismiss its Counterproposal in MM Docket 96-95 at the FCC if PBCI reimburses its legitimate and prudent expenses in preparing its Counterproposal ("Settlement Agreement");

WHEREAS, PBCI recognizes that LCC will incur significant additional expenses as a result of the change of KJJC's channel;

WHEREAS, LCC is willing to change the channel KJJC's channel if PBCI provides it with the financial assistance to implement the change; and

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WHEREAS, the parties wish to establish the terms and conditions pursuant to which PBCI will pay LCC its costs and expenses in changing KJJC's channel.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound, the parties agree as follows:

1. FCC Consent to Settlement Agreement. This Agreement is entered into subject to approval by the FCC of the Settlement Agreement of the same date herewith. This Agreement shall be void unless the FCC shall approve the Settlement Agreement.
2. Consideration/Loan. PBCI agrees to lend to LCC the sum of \$235,000 [\$250,000 less confirmed expenses for the rulemaking] (the "Loan") for use by LCC, in its discretion, for payment of expenses arising from and related to the implementation, construction, and promotion of the change in KJJC's operating frequency. PBCI shall advance the full loan amount to LCC ten (10) days after the date upon which an order of the FCC approving the Settlement Agreement becomes Final, as such term is defined in the Settlement Agreement (the "Funding Date"). PBCI's payment shall be delivered to LCC in United States currency by certified or cashier's check, or by wire transfer of federal funds to an account designated by LCC. The Loan shall bear interest at eight percent (8%) simple interest commencing on the Funding Date. The Loan shall be repaid to PBCI in ten (10) equal annual installments of \$----. Each such installment shall be paid on the anniversary of the Funding Date.
3. Escrow Deposit of Loan. The parties hereby appoint John M. Pelkey, Esq., and Richard J. Hayes, Jr., Esq., as joint escrow agents ("Escrow Agents"). To secure payment of the Loan by PBCI to LCC pursuant to paragraph 2 of this Agreement, PBCI shall deliver to Escrow Agents by certified check or wire transfer on the date the Joint Request is filed pursuant to paragraph 2 of the Settlement Agreement the full Loan amount to be paid to LCC pursuant to paragraph 2 of this Loan Agreement ("Loan Escrow Deposit"). Said Loan Escrow Deposit shall be held and disbursed by Escrow Agents in accordance with the terms of the Escrow Agreement by and among PBCI, LCC, John M. Pelkey, and Richard J. Hayes, Jr.
4. Full Risk Upon PBCI. PBCI assumes the entire risk of being able to effectuate the proposals it has placed before the FCC and shall pay all expenses incurred in obtaining such further consents and approvals or other regulatory orders, whether federal, state or local, as may be necessary for PBCI to change the channel of KOTD-FM.

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5. Channel Change. PBCI shall provide at least ninety (90) days advance notice to LCC of the date it expects to file a license application and commence program tests for KOTD-FM on Channel 295C3 or such other channel as the FCC may order, either at Plattsmouth or Papillion, Nebraska. LCC shall change the channel of KJJC to Channel 296C2 or such other channel as ordered by the FCC, commence program tests, and prepare and file with the FCC a license application to operate on the changed channel no later than the date PBCI specifies in its advance notice; *provided, however*, that such ninety (90) day period shall be extended, if necessary, until such time as KCCQ(FM), Ames, Iowa, shall have vacated Channel 296A and modified its facilities to operate on Channel 286C3 as ordered in FCC MM Docket No. 92-155, released June 16, 1993 (DA 93-637).

515-232-1430
107.1
BAULDER
BROADCASTING
CO.

6. Waiver of Payments. On each anniversary of the Funding Date, PBCI agrees to waive LCC's annual installment payment such that repayment of one-tenth (1/10) of the Loan amount will be forgiven on each anniversary of the Funding Date.

BATHY BAULDER
GM.

7. Expenses. Each party to this Agreement shall bear its own expenses, including payment of attorneys' fees, in connection with this Agreement, including preparation of applications and filings as may be necessary to perform the obligations of the parties to this Agreement.

2-14-97
CALL BACK 90
DAYS

8. Binding Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, personal representatives, successors and assigns.

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at
PRESENT to
SITE

9. Section Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section or paragraph.

UPGRADE
REQUEST

10. Counterparts and Effective Date. This Agreement may be executed in counterparts and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or same counterpart. This Agreement shall be effective as of the date on which the last counterpart is executed.

11. Entire Agreement. This Agreement, the Escrow Agreement, and the Settlement Agreement of even date herewith contain the entire understanding between the parties and supersede all prior written or oral agreements between them respecting the subject matter hereof, unless otherwise provided herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties relating to the subject matter of this Agreement which are not fully expressed herein, in the Escrow Agreement, or in

the Settlement Agreement. By signing below, the parties acknowledge that they have read this Agreement and are fully cognizant of each provision herein.

12. Severability. The event that any of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable 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.

13. Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia.

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If to PCBI:

With copies to (which shall not constitute notice):

Richard J. Hayes, Esq.
13809 Black Meadow Road
Greenwood Plantation
Spotsylvania, VA 22553

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If to LCC:

Mr. James S. McBride
LifeStyle Communications Corp.
4 Catherine Circle
Wilbraham, MA 01095

With copies to (which shall not constitute notice):

John M. Pelkey, Esq.
Haley Bader & Potts P.L.C.
Suite 900
4350 North Fairfax Drive
Arlington, VA 22203-1633

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this paragraph. The provision of notice by facsimile transmission shall not constitute Notice under this Agreement.

17. Waiver. Failure of any party to complain of any act or omission on the part of any other party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or consent to any subsequent breach of the same or other provisions.

18. Amendment. This Agreement may be amended only in writing signed by the party against whom enforcement is sought.

19. Termination. This Agreement can be terminated by either party upon a final order from the FCC refusing to approve the Settlement Agreement in which event PBCI shall be entitled to the amount placed into escrow pursuant to paragraph 3 hereof and any interest that has accrued thereon, and the parties shall so instruct the Escrow Agents. This Agreement shall automatically terminate upon termination of the Settlement Agreement.

[This space intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last below written.

PLATTE BROADCASTING COMPANY, INC.

Dated: _____, 1997

By _____
President

LIFESTYLE COMMUNICATIONS CORPORATION

Dated: _____, 1997

By _____
President

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ESCROW AGREEMENT

This ESCROW AGREEMENT is dated this ____th day of _____ 1997, by and among Platte Broadcasting Company, Inc. ("PBCI"); Lifestyle Communications Corporation ("LCC"), John M. Pelkey, Esq., and Richard J. Hayes, Jr., Esq. (Messrs. Pelkey and Hayes being jointly referred to as "Escrow Agents" or "Agents").

WITNESSETH:

WHEREAS, PBCI and LCC have entered into a Settlement Agreement and Loan Agreement (collectively, the "Agreements") of even date herewith by which PBCI will reimburse LCC its expenses incurred in filing a Counterproposal in MM Docket 96-95 before the Federal Communications Commission ("FCC") under the Settlement Agreement, and by which PBCI will provide LCC with the funds that will permit LCC to change the operating channel of KJJC(FM), Osceola, Iowa, under the Loan Agreement.

WHEREAS, the Agreements provide that PBCI will deposit with the Escrow Agents the total combined sum of Two Hundred Fifty Thousand Dollars (\$250,000) (the "Escrow Deposit"), \$----- of which deposit is in consideration of the Settlement Agreement, and \$-----of which deposit is in consideration of the Loan Agreement, all of which is to be delivered to Escrow Agents by PBCI to be held and disbursed by Escrow Agents in accordance with the terms of this Agreement.

THEREFORE, in consideration of the foregoing and of the covenants and agreements contained herein, PBCI, LCC, and Escrow Agents agree as follows:

Section I ESCROW AMOUNT

1.1 Delivery. Simultaneously with the execution of this Agreement, PBCI is delivering the Escrow Deposit to the Escrow Agents. The Escrow Deposit and the interest or other proceeds from the investment thereof (the "Earnings") shall be referred to collectively herein as the "Escrow Amount."

1.2 Receipt. The Escrow Agents hereby acknowledge receipt of the Escrow Deposit and agree to hold and disburse the Escrow Amount in accordance with the terms and conditions of this Agreement and for the uses and purposes stated herein.

1.3 Investment and Income. The Escrow Agents shall, pending the disbursement of the Escrow Amount pursuant to this Agreement, deposit the

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Escrow Deposit in an interest bearing account at Signet Bank, N.A., Arlington, Virginia, or in interest bearing accounts at such other financial institution(s), in certificates of deposit issued by other commercial banks, or in obligations of the United States Government as may be mutually agreed upon by all parties.

Section II
DISBURSEMENT OF ESCROW AMOUNT

Agents shall distribute the Escrow Amount as follows:

2.1 FCC Approval of Settlement. In the event the FCC approves the Settlement Agreement as contemplated by the Agreements, the Escrow Deposit and any interest that has accrued thereon shall be delivered to LCC on the day stipulated in the Agreements for the delivery of such funds to LCC by PBCI.

2.2 FCC Disapproval of Settlement. In the event the Agreements are terminated as contemplated by the Agreements, the Escrow Agents shall disburse the Escrow Amount to PBCI upon the receipt by them of written instructions, executed by both PBCI and LCC, to that effect.

2.3 Conflict with Agreements. If any provision of this Section II with respect to the disposition of the Escrow Amount is in conflict with any provision of the Agreements with respect of such disposition, then such provisions in the Agreements shall control.

2.4 Controversies with Respect to Escrow Amount. Escrow Agents shall dispose of the Escrow Amount upon the joint written instructions of PBCI and LCC or their fully designated representatives. Agents shall have no duty or obligation to any third party claiming the Escrow Amount in the absence of joint written instructions directing Agents to pay said third party. If Agents shall not have received joint written instructions, Agents shall continue to hold the Escrow Amount until:

(a) The receipt by Agents of the joint written instructions of PBCI and LCC as to the disposition of the Escrow Amount;

(b) The end of ten (10) days after the receipt of a demand from either PBCI or LCC (notifying party) and evidence satisfactory to Escrow Agents that notice of making such demand shall have been given to the other party, PBCI or LCC (notified party), at which time Escrow Agents shall deliver the Escrow Amount as demanded, unless prior to the expiration of such ten (10) day period the Escrow Agents shall have received notice from the notified party to withhold the delivery of the Escrow Amount. If the Escrow Agents shall have

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received a notice from the notified party to withhold delivery of the Escrow Amount, the Escrow Agents shall not make such delivery until the controversy with respect thereto shall have been settled either by an agreement between PBCI and LCC, or by a final judgment of a court of competent jurisdiction either pursuant to an action brought pursuant to Section 2.4(c) hereof or otherwise; or

(c) Agents shall have, at their option, filed an action or bill in interpleader, or similar action for such purpose, in a court of competent jurisdiction and paid the Escrow Amount into said court, in which event, Agents' duties, responsibilities and liabilities with respect to the Escrow Amount and this Escrow Agreement shall terminate.

Section III ESCROW AGENTS

3.1 Appointment and Duties. LCC and PBCI hereby appoint Escrow Agents to serve hereunder and the Escrow Agents hereby agree to perform all duties which are expressly set forth in this Agreement. LCC and PBCI recognize that the Escrow Agents are acting hereunder only as a conduit, for the convenience of the parties, and have no legal or equitable interest in, or control over, the Escrow Amount. The Escrow Agents shall not be deemed to be the agent of either LCC or PBCI, and the Escrow Agents shall not be liable to LCC or PBCI for any act or omission on their part unless taken or suffered in bad faith, in willful disregard of this Agreement or involving gross negligence. Under no circumstances shall the Escrow Agents have liability for loss of funds due to financial institution failure, suspension or cessation of business or any other action or inaction on the part of a financial institution.

3.2 Expenses of Escrow Agents. One-half of the expenses incurred by the Escrow Agents in carrying out their duties under this Agreement will be paid to the Escrow Agents by PBCI and one-half of such expenses shall be paid by LCC.

3.3 Indemnification. Both PBCI and LCC will, at their expense, indemnify the Escrow Agents, hold them harmless from any and all claims, regardless of nature, arising out of or because of this Agreement, and exonerate the Escrow Agents from any liability in connection with this Agreement except as such may arise because of the Escrow Agents' gross negligence or willful misconduct in performing their specified duties as Escrow Agents.

3.4 Resignation. Either or both Escrow Agents may resign at any time upon giving the other parties hereto thirty (30) days prior written notice to that effect. In such event, the successor shall be such person, firm or corporation as shall be mutually selected by PBCI and LCC. It is understood

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and agreed that such resignation shall not be effective until a successor agrees to act hereunder; provided, however, if no successor is appointed within thirty (30) days after such notice is given, the resigning Escrow Agent shall be deemed to be released of any responsibilities hereunder if the other Escrow Agent has not resigned and, if both Escrow Agents have resigned, they have paid and delivered the Escrow Amount into a court of competent jurisdiction.

Section IV
LIABILITIES OF ESCROW AGENTS

4.1 Limitations. The Escrow Agents shall be liable only to accept, hold and deliver the Escrow Amount in accordance with the provisions of this Agreement and amendments thereto, provided, however, that the Escrow Agents shall not incur any liability with respect to (a) any action taken or omitted in good faith or upon the advice of their counsel given with respect to any questions relating to their duties and responsibilities as Escrow Agents under this Agreement, or (b) any action taken or omitted in reliance upon any instrument which the Escrow Agents shall in good faith believe to be genuine (including the execution, the identity, or authority of any person executing such instrument, its validity and effectiveness, and the truth and accuracy of any information contained therein), to have been signed by a proper person or persons, and to conform to the provisions of this Agreement.

Section V
TERMINATION

5.1 This Agreement shall be terminated (i) upon disbursements of the Escrow Amount by the Escrow Agents, (ii) by written mutual consent signed by all parties, or (iii) payment of the Escrow Amount into a court of competent jurisdiction in accordance with Sections 2.4 or 3.4 hereof. This Agreement shall not be otherwise terminated.

Section VI
OTHER PROVISIONS

6.1 Notices. Any notices or other communications shall be in writing and shall be considered to have been duly given when deposited into first class, certified mail, postage prepaid, return receipt requested, delivered personally (which shall include delivery by Federal Express or other recognized overnight courier service that issues a receipt or other confirmation of delivery), or via confirmed facsimile transmission;

If to PCBI:

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02/04/97
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With copies to:

Richard J. Hayes, Jr., Esq.
13809 Black Meadow Road
Greenwood Plantation
Spotsylvania, VA 22553
Phone: (540) 972-2690
Fax: (540) 972-1309

If to LCC:

Mr. James S. McBride
LifeStyle Communications Corp.
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Wilbraham, MA 01095
Phone: (413) 543-2400
Fax: (413) 543-5844

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Phone: (703) 841-0606
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Arlington, VA 22203-1633
Phone: (703) 841-0606
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If to Richard J. Hayes, Jr., Esq.:

Richard J. Hayes, Jr., Esq.
13809 Black Meadow Road
Greenwood Plantation
Spotsylvania, VA 22553
Phone: (540) 972-2690
Fax: (540) 972-1309

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02/04/97
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IN WITNESS WHEREOF, the Parties hereto have executed or
have caused this Agreement to be executed by a duly authorized officer or
partner on the day and year first above written.

PLATTE BROADCASTING COMPANY, INC.,

BY:
TITLE:

LIFESTYLE COMMUNICATIONS CORPORATION

BY:
TITLE:

JOHN M. PELKEY

RICHARD J. HAYES, JR.,

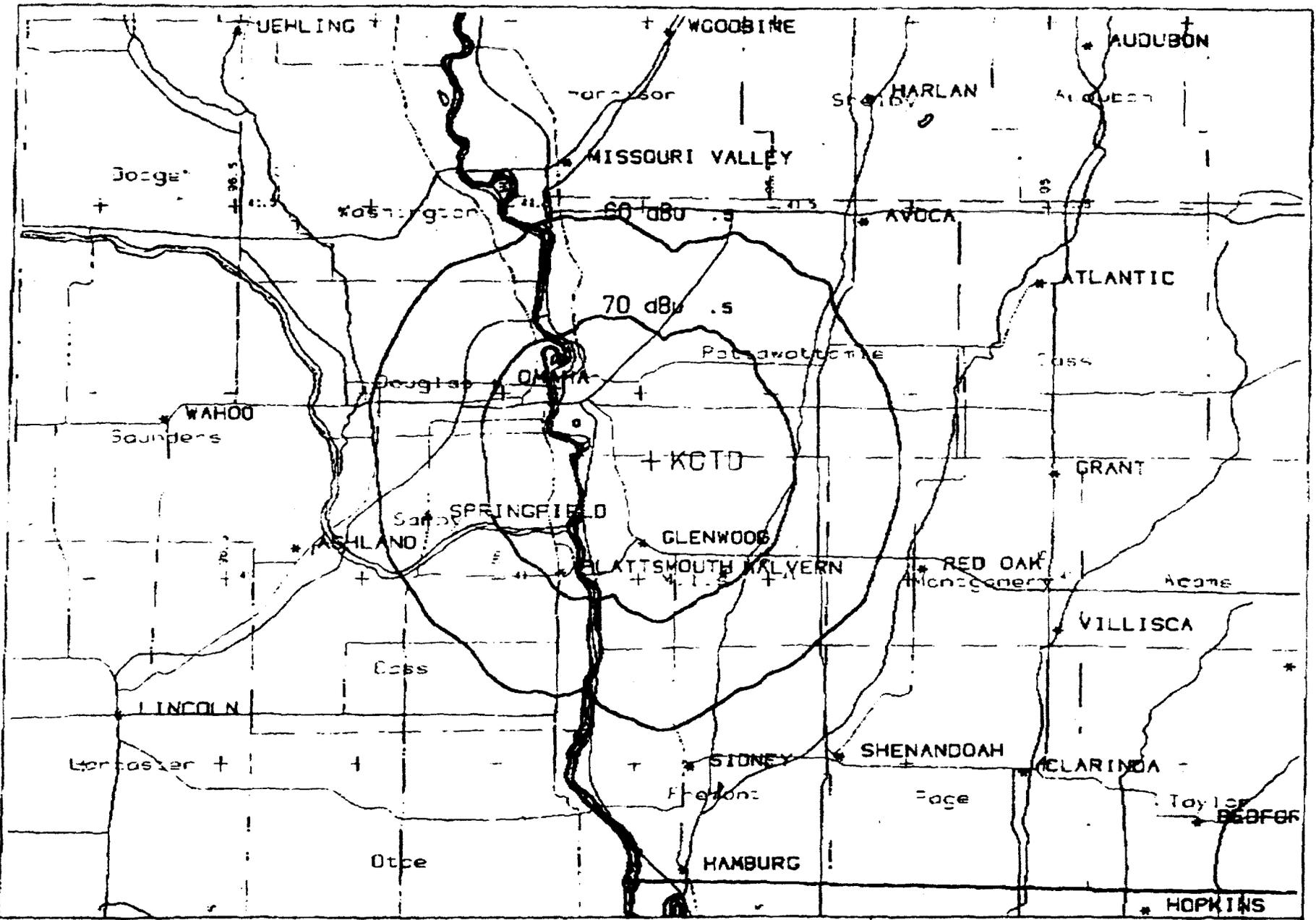
Exhibit 5

TERRAIN PROFILE AT 204.45 DEGREES T

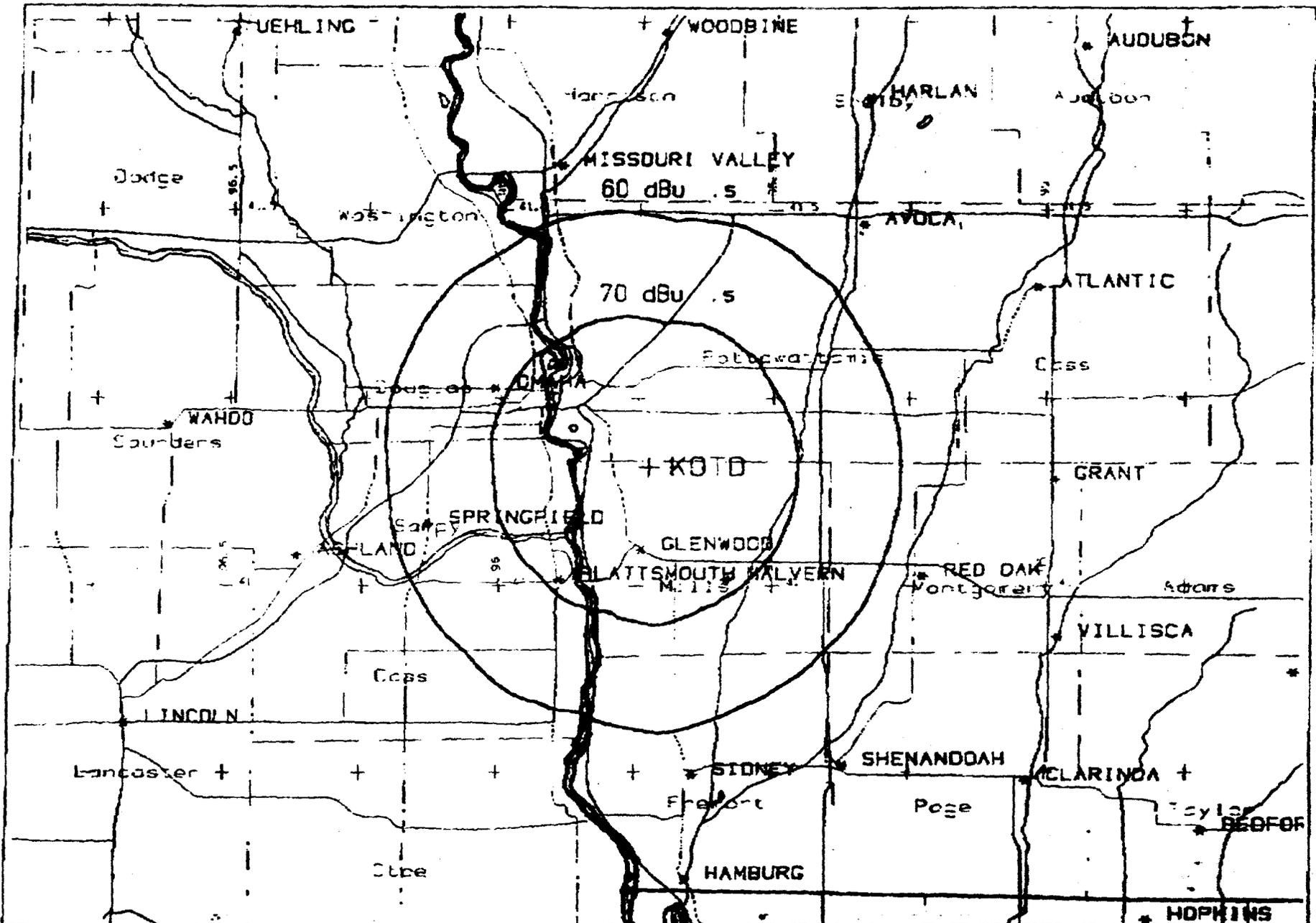


25
 5
 KT
 4:03:31
 95-28-0

14350
 73.1M
 Site coordinates



<p>Scale in km</p> <p>0 10 20 30 40</p>	<p>KOTD 29503 25kW</p> <p>N. Lat. 41 09 31</p> <p>W. Lng. 95 43 45</p>	<p>KOTD</p> <p>L. WHEELER - 04/97</p>
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<p>Scale in km</p>	<p>KOTD 295C3 3.8kW at 257m HAAT N. Lat. 41 09 31 W. Lng. 95 43 45</p>	<p>KOTD L. WHEELER - 04/97</p>
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Omaha Radio Analysis

as of 1/16/96

Owner	Station	AN/FM	Power	Height	Frequency	Format	Revenue	Rev Sh	Pwr Rel	95 LC St	Cume (CC)	S: '95	Comments
Mitchell	KOKO	FM	100 KW	317'	98.5	CHR	3.8	13.7	1.17	11.7	1328	18.7	
	KODE	FM	50 KW	1132'	101.9	Alternative	0.78	2.6	0.54	4.7	723	13.9	Acq. 4/95 \$1.7MM, study in Lincoln DMA
	KOAR	FM	50 KW	1290'	129.0	News/Talk	1.15	5.4	1.06	5.1	628	4.7	
	KOBL	AM	50 KW	1180'	1180.0	Standards	0.35	3	0.72	3.5	390	3.1	
Great Empire	WOW	FM	100KW	1181'	94.1	Country	3	10.8	1.28	8.5	828	5.8	
	WOW	AM	5KW-U, ND		590	Country	1.2	4.3	1.06	4	221	2.4	
Tri-State	KFAB	AM	50KW-U, DAN		1410	News/Talk	4.2	16.8	1.73	9.8	1076	8.6	Acquired from AHS 10/94 for \$20 million
	KOOR	FM	50 KW	1227'	99.9	Oldies	2	7.2	0.99	7.9	900	7.6	Acquired 10/95 from AHS for \$1.5MM
	KTNB	FM	50 KW	1277'	93.3	HRAC	0.45	10	0.46	3.3	561	2.4	Licensed to Plattsmouth, NE, 10/95 for \$1.4MM
	KOKY	FM	100KW	1217'	103.5	Country	1.3	8	0.41	7.8	734	7.0	Licensed to Plattsmouth, NE, 10/95 for \$1.2MM, 4/96
Journal Bdcst. Group	KEZO	FM	100KW	1212'	92.3	AOR	3.6	12.9	1.38	9.4	8328	7.2	Purchased from Management \$2.1MM 1/30/95
	KOSR	AM	1KW-U, ND		1490	Sports		0	0	0.3	107	0.6	
	KGCD	FM	5.2 KW	348'	105.9	Classic Rock		4	0.72	6.5	755	6.5	Upgrade CP to C2 50KW purchased 2/8/95 for \$3.5MM
	KOSJ	FM	100KW	981'	97.7	New Age/Jazz		0	0	0.1	319	3.1	Licensed to Nebraska City via City Grade Div of Omaha sold for \$5 MM 1/96
Webster Comm.	KEFM	FM	100KW	1442'	96.1	AC	2.8	10.1	1.18	6.5	864	6.5	
BCR Corp.	KESY	FM	100KW	1087'	104.4	Soft AC	1.3	4.9	0.81	6	515	3.1	
	KBBX	AM	1KW-D, DAD		1420	Urban Old		0.7	0.38	1.3	139	1.6	
Platte Broadcasting	KOTD	FM	6KW	328'	106.9	Standards		0	0	2.1	237	2.2	Licensed to Plattsmouth Can upgrade to C3 and move tower 18 mi NE if KJJC Moves
	KOTD	AM	250W-D, DAF		1000	Standards		0	0	0.3	61	0.4	Current tower is 8 mi NE of Plattsmouth and 18 mi south of Omaha
	KISR	FM	45KW			Standards					0		Sale to Henry Broadcasting for \$1.1MM fall through 4/3/95
RadioMania	KCRD	AM	1KW-U, ND		690	Religion					0		

Omaha Formats
November, 1996

Country	Standard	Local	Local	Religion	ABC	News/Talk	Classical	Country	Rock	Ballad	Other	Other
WOW-FM	KOIL-AM	KOSJ-FM	KBBX-AM	KCRO-AM	KEFM-FM	KFAB	KGOR-FM	KKCD-FM	KQKQ-FM			KEZO-FM
WOW-AM	KOTD-AM			KLNG-AM	KESY-FM	KHUB-AM						
KISP-FM	KOTD-FM				KTNP-FM	KKAR-AM						
KXKT-FM												
KFMT-FM												

REP. OF. ST. LOUIS, MO. FRIENDLY'S MARKET

TO: 14022952124

P. 06/06

Exhibit 6

FILE
KJJC

CONFIDENTIAL

**Mike Dellch, President
Gold Circle Entertainment**

VIA FAX TO Kelly Callan

COUNTER OFFER:

Mr. James S. McBride will agree to the following with regard to KJJC-FM and his application for a rulemaking on 106.9 in Papillion, Nebraska.

1. To withdraw the FCC application for Papillion and change frequencies from 106.9MHz to 107.1MHz on KJJC-FM with the approval of the FCC.

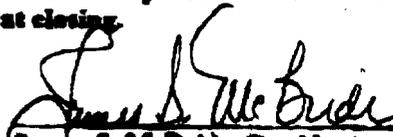
**Seven Hundred and Fifty Thousand Dollars US
(\$750,000.00)**

2. To move forward quickly and in good faith on a contract for sale of radio station KJJC-FM licensed to Osceola, Iowa to Gold Circle Entertainment concurrent with the withdrawal of the Papillion application and frequency move on KJJC-FM, with the understanding that certain assets* now owned by Lifestyle Communications, Inc., and utilized in the operation of KJJC will not be included in the sale.

***1997 custom van and some studio equipment, details to be furnished by seller.**

**Two Million Seven Hundred and Fifty Thousand Dollars US
(\$2,750,000.00)**

In either case the proceeds will be delivered via cashiers check in good US funds at closing.



**James S. McBride, President
Lifestyle Communications, Inc. Date: 2/24/98**

This counter offer is good for fifteen (15) days and will expire at 12:01 AM March 11, 1998.