

Exhibit 2.4(a)(iv) Operating Agreements for the Companies

See attached.

**FIRST AMENDED AND RESTATED OPERATING AGREEMENT OF
KTRS-AM, L.L.C.**

THIS FIRST AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 2005, by St. Louis Sports Radio, LLC, a Missouri limited liability company (the "Member").

1. Formation of Limited Liability Company. Member is the sole member of KTRS-AM, L.L.C., a Missouri limited liability company (the "Company"). The Company was formed as a limited liability company under the Missouri Limited Liability Company Act (the "Act"), and Member does hereby adopt this Agreement as the operating agreement of the Company. The Company is organized for the purposes within the State of Missouri or any other jurisdiction as set forth in its Articles of Organization.

2. Tax Matters. Pursuant to existing law, the Company will be disregarded for federal and state income tax purposes at any time that it has only one member. The admission of one or more additional members, however, will cause the Company to be recognized for federal and state income tax purposes, and to be taxed, as a partnership.

3. Management of the Company.

(a) Management of the Company is vested in one manager (the "Manager") and not in the members of the Company. The Manager may exercise all such powers of the Company and do all such lawful acts and things as may be done by a manager of a limited liability company under the Act.

(b) The Member shall have the right to appoint or remove the Manager of the Company. The initial Manager of the Company shall be St. Louis Sports Radio, LLC.

(c) The Manager will devote such time and attention to the Company as is appropriate to manage the affairs of the Company to its best advantage.

4. Officers. The Company shall have such officers as may be deemed necessary by the Manager, each of whom shall be appointed by the Manager. Any officer appointed by the Manager may be removed with or without cause and at any time by the Manager. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Appointment of an officer, in and of itself, shall not create any contractual rights, instead, each officer shall have only such duties, powers and authority as the Manager shall determine.

5. Term. The Company shall continue in existence until the first to occur of one of the following events, at which point the Company shall be dissolved:

(a) December 31, 2036;

(b) The dissolution of the Company pursuant to the written consent of all members of the Company;

- (c) The withdrawal of the sole remaining member of the Company;
- (d) The entry of a decree of dissolution under the Act; or
- (e) The Company is not the surviving entity resulting from a merger or consolidation.

6. Indemnification.

(a) Indemnification of Members, Managers and Officers. The Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including but not limited to an action by or in the right of the Company, by reason of the fact that such Person is or was a Manager, Member or officer of the Company, or is or was a Manager, Member or officer of any other entity of which the Company has or had a controlling interest, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding if such Person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. "Person" means an individual, partnership, domestic or foreign corporation, domestic or foreign limited liability company, domestic or foreign limited partnership, registered limited liability partnership, trust, business trust, real estate investment trust, estate, unincorporated organization, government or any agency or political subdivision thereof, custodian, trustee, executor, administrator, nominee or other association or business entity in its own or a representative capacity.

(b) Discretionary Indemnification of Other Employees or Agents. The Manager may extend, on a case-by-case basis, the indemnification provided in this Section 6 to any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such Person is or was an employee or agent of the Company other than a Manager, Member or officer of the Company.

(c) Determination of Indemnitee's Compliance with Standard of Conduct. Any indemnification under this Section 6, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Manager, Member, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this Section 6. The determination shall be made solely by the Manager.

(d) Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final

disposition of the action, suit or proceeding as authorized by the Manager in the specific case upon receipt of an undertaking by or on behalf of the Manager, Member, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Company as authorized in this Section 6.

(e) Non-Exclusivity, Survival of Indemnification. The indemnification provided by this Section 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any other provision of law, this Agreement, or any other agreement, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a Person who has ceased to be a Manager, Member, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person; provided that no such indemnity shall indemnify any Person from or on account of such Person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

(f) Insurance on Indemnitees. In order to satisfy its obligations hereunder, the Company may purchase and maintain insurance on behalf of any Person who is or was a Manager, Member, officer, employee or agent of the Company and who is indemnified against liabilities pursuant to this Section 6.

(g) Interpretation. For the purpose of this Section 6, references to "the Company" include all constituent entities absorbed in a consolidation or merger as well as the Company, so that any Person who is or was a manager, member, director, officer, employee or agent of such a constituent entity or is or was a manager, member, director, officer, employee or agent of another company, corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Section 6 with respect to the Company as such Person would if he or she had served the Company in the same capacity. For purposes of this Section 6, the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a Person with respect to an employee benefit plan; and the term "serving at the request of the Company" shall include any service as a Manager, Member, officer, employee or agent of the Company which imposes duties on, or involves services by, such Manager, Member, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a Person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Section 6.

7. Amendment of Prior Operating Agreement. This Agreement amends, restates and supersedes in its entirety the Company's Operating Agreement dated as of December 17, 1996.

IN WITNESS WHEREOF, Member has caused this First Amended and Restated Operating Agreement to be duly executed as of the date first written above.

ST. LOUIS SPORTS RADIO, LLC

By _____
Name: _____
Title: _____

**FIRST AMENDED AND RESTATED OPERATING AGREEMENT OF
KTRS-AM LICENSE, L.L.C.**

THIS FIRST AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 2005, by St. Louis Sports Radio, LLC, a Missouri limited liability company (the "Member").

1. Formation of Limited Liability Company. Member is the sole member of KTRS-AM License, L.L.C., a Missouri limited liability company (the "Company"). The Company was formed as a limited liability company under the Missouri Limited Liability Company Act (the "Act"), and Member does hereby adopt this Agreement as the operating agreement of the Company. The Company is organized for the purposes within the State of Missouri or any other jurisdiction as set forth in its Articles of Organization.

2. Tax Matters. Pursuant to existing law, the Company will be disregarded for federal and state income tax purposes at any time that it has only one member. The admission of one or more additional members, however, will cause the Company to be recognized for federal and state income tax purposes, and to be taxed, as a partnership.

3. Management of the Company.

(a) Management of the Company is vested in one manager (the "Manager") and not in the members of the Company. The Manager may exercise all such powers of the Company and do all such lawful acts and things as may be done by a manager of a limited liability company under the Act.

(b) The Member shall have the right to appoint or remove the Manager of the Company. The initial Manager of the Company shall be St. Louis Sports Radio, LLC.

(c) The Manager will devote such time and attention to the Company as is appropriate to manage the affairs of the Company to its best advantage.

4. Officers. The Company shall have such officers as may be deemed necessary by the Manager, each of whom shall be appointed by the Manager. Any officer appointed by the Manager may be removed with or without cause and at any time by the Manager. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Appointment of an officer, in and of itself, shall not create any contractual rights, instead, each officer shall have only such duties, powers and authority as the Manager shall determine.

5. Term. The Company shall continue in existence until the first to occur of one of the following events, at which point the Company shall be dissolved:

(a) December 31, 2036;

(b) The dissolution of the Company pursuant to the written consent of all members of the Company;

- (c) The withdrawal of the sole remaining member of the Company;
- (d) The entry of a decree of dissolution under the Act; or
- (e) The Company is not the surviving entity resulting from a merger or consolidation.

6. Indemnification.

(a) Indemnification of Members, Managers and Officers. The Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including but not limited to an action by or in the right of the Company, by reason of the fact that such Person is or was a Manager, Member or officer of the Company, or is or was a Manager, Member or officer of any other entity of which the Company has or had a controlling interest, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding if such Person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. "Person" means an individual, partnership, domestic or foreign corporation, domestic or foreign limited liability company, domestic or foreign limited partnership, registered limited liability partnership, trust, business trust, real estate investment trust, estate, unincorporated organization, government or any agency or political subdivision thereof, custodian, trustee, executor, administrator, nominee or other association or business entity in its own or a representative capacity.

(b) Discretionary Indemnification of Other Employees or Agents. The Manager may extend, on a case-by-case basis, the indemnification provided in this Section 6 to any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such Person is or was an employee or agent of the Company other than a Manager, Member or officer of the Company.

(c) Determination of Indemnitee's Compliance with Standard of Conduct. Any indemnification under this Section 6, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Manager, Member, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this Section 6. The determination shall be made solely by the Manager.

(d) Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final

