

(Appendix D of Asset Purchase Agreement)

REAL PROPERTY LEASE

THIS AGREEMENT, made this ____ day of _____, 2003, by and between Robert R. Rule, d.b.a. Rule Communications (a sole proprietor), hereinafter known as Lessor, and Appaloosa Broadcasting Company, a Delaware corporation, hereinafter known as Lessee:

WHEREAS, Lessor is the Permittee under a Special Use Permit from the United States Forest Service of a portion of that certain real property which is described as follows:

Hill 8821, Sherman Mountains, Medicine Bow-Routt National Forest, approximately 8 miles east of Laramie, Wyoming, which is located more specifically at approximately 41° 17' 06" North Latitude, and 105° 26' 41" West Longitude (NAD-27), and which is also known as being within the Southeast ¼ of the Northeast ¼ of Section 10, Township 15 North, Range 72 West of the 6th P. M., Albany County, Wyoming. This site has been assigned the street address of: 209 West Pilot Hill Road, Laramie, Wyoming.

WHEREAS, Lessee desires to lease from Lessor a portion of Lessor's building and tower on the aforesaid property, upon the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein expressed, the parties agree and covenant as follows:

1. Lessor rents to Lessee, and Lessee rents from Lessor, a portion of the described premises, according to the placement exhibit, which is attached hereto and incorporated herein by reference as Exhibit A, for an initial term and for the consideration described hereafter, but only for so long as Lessor is permitted by the United States Forest Service to maintain Lessor's Special Use Permit, and Lessee's usage is in compliance with Lessor's Special Use Permit.
2. The term of this lease shall be for an initial period commencing upon the Closing of the sale of Laramie Radio Station KHAT (FM) to Lessee (hereafter "Closing"), and running until December 31, 2005.
3. During the initial term of the lease, there will be pro-rated rent charged for usage of the site for any fraction of a month following the date of Closing, and from the first full month after Closing until December 31, 2005, the rent shall be

. Lessee is granted the option of having its own electrical power meter and interior wiring installed, at Lessee's expense, and paying for electrical power consumed directly to the electric power company. The rent shall be payable on or before the first day of each month in advance for that month. Additional charges may apply as itemized later in this document.

4. Upon the expiration of the initial term of the lease, Lessee shall have the right to renew the lease for successive terms of one year each until December 31, 2023, which renewals shall be automatic unless Lessee notifies Lessor not later than 90 days before the expiration of each term that Lessee does not desire to renew. There

shall be no automatic renewal beyond December 31, 2023. Any further relationship of the parties after December 31, 2003, shall be governed, if at all, by such agreement or agreements as the parties may hereafter make and shall not be governed by this lease or by any renewal terms or extensions of renewal terms.

5. Rent for each such successive term shall be as described hereafter in paragraph 6. To the extent that circumstances presently unforeseeable to the parties may necessitate changes in the terms and conditions of this lease, upon each renewal, the parties shall review the entire lease and in good faith negotiate those terms and conditions which are subject to significantly changed circumstances and which were unforeseeable at the time the preceding term began. For instance, the parties recognize that the United States Forest Service may impose new and additional restrictions and requirements upon Lessor and may significantly change the permitting costs and requirements, which may require negotiation and modification to paragraphs 1, 3, 8, and 12. For additional instance, significant technological changes may require negotiation and modification to paragraphs 10, 11, 14, 16, and 18. For further additional instance, "Homeland Security" statutes and regulations may require negotiation and modification of paragraphs 1, 3, 7, 9, 11, 12, 16, 18, and 20. In the event that the parties are unable, after good faith negotiation, to agree upon any apparently necessary modifications, the parties shall submit the matter to a mutually agreeable mediator. In the event that the parties are unable to mediate the matter, then the parties shall submit the matter for binding arbitration as provided by Wyoming law to the American Arbitration Association, the rules of which shall govern the arbitration. The parties shall initially share equally the cost of arbitration, but the Arbitrator or Arbitrators may assess the costs of arbitration against either of the parties as part of the arbitration award.
6. In the event of automatic renewal as described in paragraph 4, after December 31, 2005, the monthly rent for the next calendar year, beginning January 1, 2006, and for each successive renewal term, will be a minimum of the previous year's monthly rent, plus such inflationary increase as is indicated by the Consumer Price Index, all items, for the Denver, Colorado, area, as published by the Department of Commerce on the last occasion before January 1 of each new year's term, should this Consumer Price Index indicate an increase.
7. All payments due hereunder shall be considered delinquent and the lease considered to be in default if unpaid at the office of Lessor by the 15th day of each month. Should the lease be in default due to non payment, Lessor will provide Lessee with notice of default, and Lessor will be provided with an additional 15 days to remedy the non-payment situation, and if so remedied, the lease will continue as if no default had occurred. Should payment become more than 30 days past due, Lessee grants Lessor permission to disable the electrical power provided to Lessee's equipment, and to deny Lessee access to the building, until such time as the rent payment is made, in addition to such other rights as Lessor has under the terms and conditions of this Lease and otherwise under Wyoming law.
8. The parties recognize that Lessor's Special Use Permit with the United States Forest Service allows the United States Forest Service to assess a fee to Lessor for additional tenants' usage of the site. In past years, this fee was billed directly to the tenants by the United States Forest Service, but under current policy, this fee is now billed to Lessor, and Lessor shall pass on the portion of this fee to Lessee which is

applicable to Lessee, who will pay the fee to Lessor, above and beyond any amounts paid for monthly rent. Lessor will then pay this amount to the United States Forest Service. Should the United States Forest Service at a future date return to the policy of billing each tenant directly, then said fee will be paid by Lessee directly to the United States Forest Service, and not to Lessor.

9. Lessee will be responsible for all fees due to government agencies, such as Federal Communication Commission regulatory fees, and Lessor will not be required to pay any government fees charged to Lessee. Lessee will be responsible for the payment of all property taxes for its own equipment.
10. Lessee is providing an Equipment List to Lessor of all equipment which has been installed at the premises. The Equipment List is attached hereto and incorporated herein as Exhibit B, and Lessee shall not change the equipment at the premises without first amending such list and providing a copy to Lessor, and receiving Lessor's approval to install such changed equipment. Lessor's approval shall not be unreasonably withheld in the event that Lessee's changes to equipment neither increases floor nor tower space utilized, adds additional transmitters or receivers, nor interferes with existing operations of Lessor or Lessor's other tenants. Lessor shall require additional consideration, to be negotiated, in the event that such changes will result in an increase in floor space or tower space, or an increase in the number of transmitters or receivers, or Lessor may withhold approval entirely.
11. Lessee agrees to pay Lessor for Lessor's actual cost of electrical power used by Lessee. Lessor shall make this calculation based upon Lessor's knowledge of the electrical consumption rate of Lessee's equipment. Lessee shall have the option of having its own electrical meter and service installed at its own expense, in which case, no surcharge shall be made for electrical power. Lessor shall not be responsible for power spikes, overvoltage, undervoltage, and lightning strikes which may occur at the site. Electricity shall be provided to Lessee by Lessor at approximately 120 volts AC, single phase and also 208 volts AC, three phase. Lessor is also not responsible for the quality or reliability of any telephone services at the site.
12. Lessee shall maintain the premises, in as good a condition as exists upon the inception of this lease, fair wear and tear accepted, and shall be responsible for and pay for any necessary maintenance, repairs, and all costs associated with Lessee's use, of any kind whatsoever, except as may be otherwise herein stated. Such maintenance shall include hauling Lessee's own garbage and trash from the premises and keeping the premises and the grounds surrounding the building and tower clean and presentable at all times. Lessee shall not bring any hazardous materials to the premises. Further, Lessee shall indemnify Lessor for any and all claims, actions, damages, liability, and expenses, including reasonable attorney fees, of any kind whatsoever, occasioned by any act or omission of Lessee, its agents, employees, servants, and contractors, respecting use of the described premises, directly or indirectly. Further, Lessee shall purchase and maintain full coverage public liability insurance, including personal injury, and fire and casualty insurance, on the premises with a company or companies authorized to do business in Wyoming, and shall provide satisfactory evidence of such insurance within a reasonable time upon request of Lessor, who shall be named as an additional insured, as Lessor's interest may appear. Personal injury insurance shall be in an

amount not less than \$1,000,000.00 per person or occasion. Property damage insurance covering the premises shall be in an amount not less than \$250,000.00. Lessee shall arrange for copies of the policy or policies to be delivered to Lessor upon the same being issued.

13. Lessor may carry, solely for Lessor's protection, certain insurance upon the property. Such insurance shall not serve to waive any liability Lessee may incur towards Lessor, nor shall such insurance indemnify Lessee from any liabilities it may incur toward third parties, nor shall such insurance indemnify Lessee from any loss or damage to Lessee or Lessee's personal property. For purposes of this paragraph 13 and all sub-paragraphs to this paragraph 13, "Lessee" refers to Lessee and Lessee's agents, invitees, employees, servants, contractors, or sub-contractors, as appropriate.
 - a. Lessee shall be liable for all damages to the property caused by its own neglect or willful misconduct, for the full value of such damages (value being for this purpose, the cost of repair, or the cost of replacement, if irreparable).
 - b. Lessee shall be responsible for all repairs to the property, occasioned by Lessee's activities and operations, and shall pay for the same. Structural damage, unless Lessee is responsible under sub-paragraph (a) above, or unless such structural damage is caused by the activities and operations of Lessee, shall be the responsibility of Lessor.
 - c. Alterations may be made by Lessee, only after first receiving written permission from Lessor, Lessor agrees not to unreasonably withhold such permission. Any exterior alterations must be approved by the United States Forest Service, in writing. All such alterations shall be made in a good, workmanlike manner, using materials of the same or better quality as is in the construction of the premises.
 - d. Lessee shall immediately notify Lessor of any damages of whatever value, regardless of the cause.
 - e. Lessee shall be responsible for and shall pay for the reclamation necessitated by any of Lessee's vehicles, in accessing the property. In this regard, all persons accessing the property on behalf of Lessee or at Lessee's request, shall be notified by Lessee to park such vehicles no closer than fifty feet from the building on the premises. Lessee shall hold Lessor harmless from any action taken by the United States Forest Service against Lessor, as a consequence of any damage caused by such vehicles.
 - f. Lessee shall permit no smoking at all on or within 50 feet of the premises; it shall be a default of this lease if Lessee permits anyone to smoke in violation of this sub-paragraph.
14. In the event that Lessor determines that Lessee's operations or activities cause a heat build up that risks interfering with the use of the premises by Lessor or any other tenants, Lessee shall, at Lessee's expense, provide such ventilating system as may be needed to exhaust heat from Lessee's equipment, and shall install and operate the same at Lessee's expense. All such ventilating system equipment shall be installed and be in operation not later than 30 days after notification by Lessor.

Failure to install and operate appropriate ventilating system equipment if required by Lessor and as provided in this paragraph shall be a material breach of this lease and a default. Upon termination of this lease, all such ventilating equipment attached to the building shall be considered fixtures as provided in paragraph 23 hereafter. Lessor shall not be required to provide a temperature controlled environment to Lessee.

15. Lessee shall not permit any liens of any sort to be placed upon the premises at any time. In the event that any lien of any kind is placed upon the premises, Lessee shall have fifteen days from the date of said lien to cause the same to be removed; if not removed by the sixteenth day, said lien shall constitute a default of the terms hereof. In any event, Lessee shall bear all costs, including attorney fees, of removal and shall hold Lessor harmless from any costs that may be incurred in protecting Lessor's interest hereunder.
16. Lessee shall use and occupy said premises for the purposes of operating a single FM radio broadcast transmitter, of maximum power output of 5000 watts or less, and a single Studio-to-Transmitter link radio receiver in the 950 MHz band, with appropriate control and telephone line equipment, and Lessee shall not use the premises for any other purpose, without the prior written consent of Lessor.
17. Lessee may not rent or sublet the property or any portion thereof to third parties, without first receiving written permission from Lessor, which permission Lessor shall not unreasonably withhold. Lessee may not assign this lease without first receiving written permission from Lessor, which permission Lessor shall not unreasonably withhold. Any rental, sub-lease, or assignment without such permission shall be a default of this lease. Lessor may sell the premises to a third party at any time, and in such a situation, this lease shall be automatically transferred to the new owner of the premises. Should Lessee or an associated business of Lessee purchase this tower site business from Lessor, this lease shall terminate with respect to any additional rents to be charged prorated to the date of closing of the sale of the tower site business, but any unsettled obligations under this lease will continue until satisfied.
18. Lessee shall use said property in strict conformance with all statutes, laws, and ordinances applicable thereto, whether federal, state or local, and shall be strictly responsible for and shall indemnify Lessor from any responsibility in the event of any violation. Further, Lessee shall be strictly responsible for any interference with the rights of other persons or entities caused by Lessee's activities and operations, including interference with and degradation of radio and television signals, shall take all necessary steps to stop such interference, and shall hold harmless and indemnify Lessor from any liability for such interference. In cases where a third party or parties may suspect interference to be originating from Lessee's equipment, Lessee will cooperate with said third party or parties, at no cost to Lessor, in attempts to resolve the interference complaint, whether the cause of the interference is or is not due to Lessee's equipment. The policy of Lessor with regard to interference among tenants of the premises is that the newer tenants have the responsibility of resolving interference caused to the older tenants, when it appears that all tenants have equipment that is operating properly. If required by the FCC or OSHA, Lessee will reduce power or use a different antenna to comply with radiation exposure to humans requirements.

19. During the term of this lease or any extensions thereof, Lessor shall have the right, at all times, to enter and inspect the property. Lessor covenants that, so long as Lessee is not in default of any terms hereof, Lessee shall otherwise peaceably and quietly enjoy the leased premises, subject to the terms of this lease, and subject to the leases and rental agreements between Lessor and Lessor's other tenants, and further subject to any restrictions placed upon access to the property from time to time by the United States Forest Service.
20. Lessee shall have 24-hour access to the premises, and Lessor agrees to issue a reasonable number of keys to Lessee. Lessee or its agents, contractors, or sub-contractors, shall notify Lessor at Lessor's business office by telephone, leaving a message in the event that the office is unattended, prior to each and every time that entrance into the premises is required. Should Lessor have to make a visit to the premises to investigate an unreported entrance, or should a law enforcement agency charge Lessor for investigating a suspected break-in which turns out to be entry by Lessee without prior notification to Lessor, Lessee agrees to pay reasonable costs borne by Lessor. Lessee agrees to provide Lessor with a list of names of those persons who will be allowed by Lessee to enter the premises. Lessee agrees to post a copy of its FCC license in plain view near Lessee's equipment, and to also post an emergency telephone number which may be called in the event that Lessor or another tenant notices a problem with Lessee's equipment. Lessee will provide for a manner in which Lessor or other tenants may temporarily disable or reduce Lessee's radio frequency emissions to comply with FCC and OSHA radiation guidelines, when work must be done on the radio tower. Lessee shall be solely responsible for the maintenance and repair of Lessee's equipment, and Lessor shall not be responsible for Lessee's equipment should it be stolen, vandalized, damaged or destroyed. Lessor shall be responsible for the maintenance of the building and tower. The tower does not require FAA lighting or marking.
21. In the event Lessee fails to pay for any items required to be paid for by Lessee as described herein, Lessor may pay for the same on Lessee's account, and collect the same from Lessee as additional rent hereunder.
22. In the event Lessee shall default in any of the covenants or conditions herein, Lessor shall notify Lessee of said default; Lessee shall have 15 days from the date of said notice to cure the default, and if not cured within said 15 days, the default will act as a termination of this agreement at the discretion of Lessor. Such termination shall not be construed as liquidated damages, nor shall it relieve Lessee from any of the obligations hereunder, especially the payment of the lease consideration due, and Lessor may, in its discretion, enforce any rights it may have hereunder by such judicial or administrative means as are available. In the event of termination by default, Lessor shall have a lien upon all of Lessee's equipment located on the premises, and any personal property and other assets owned or leased by Lessee, located on the premises. Lessor further reserves the right to waive any default by Lessee on such consideration as Lessor deems appropriate, but such waiver shall not operate as a continuing waiver of other defaults.
23. Upon termination of this lease, Lessee will immediately peaceably remove itself, its agents, employees, and all its personal property from the leased premises. All improvements to the premises having the legal character of fixtures shall remain on the premises and shall become the property of Lessor, unless Lessor, in its sole

discretion, shall determine otherwise. Further, in the event that Lessor has a lien upon personal property and equipment, as provided by the preceding paragraph 20, such property shall remain on the premises and shall become the property of Lessor, unless Lessor, in its sole discretion, shall determine otherwise.

24. In the event that Lessee ceases to do business, declares bankruptcy (whether straight bankruptcy, business re-organization, wage earners plan, or any other variation of bankruptcy permitted or required by the Federal Bankruptcy Act), this lease shall terminate and Lessor shall have a claim against Lessee equal to the unpaid lease consideration accrued to such date plus the remaining lease consideration payable in accordance with the terms hereof, plus any additional amount of loss or damage actually incurred by Lessee's use of the premises. Such termination as provided in this paragraph shall be considered a termination by default, and Lessor shall have the lien described in Paragraph 20, and to the extent permitted by the Federal Bankruptcy Act, Lessor shall be a secured creditor.
25. Upon termination of this lease, Lessee shall remove its equipment from the premises at its own expense, but may leave at the premises certain pieces of equipment, such as transmission line, brackets, and antennas, if Lessor so agrees. In this case, these items left at the premises shall become the property of Lessor. Monthly rent shall continue to accrue, beyond any termination or default of the lease, until such time as Lessee has removed all equipment (other than as mutually agreed to leave at the premises as called for in this paragraph), repaired damage to the premises, returned all keys to Lessor, and obtained written evidence from Lessor that Lessor has been so notified of vacating the premises. This evidence may be in the form of a memo signed by both parties at Lessor's office, or in the form of a signed receipt from certified mail sent to Lessor by Lessee. Non-use of equipment, equipment being out of service, loss of Lessee's FCC license, or discontinuance of business operations shall not be grounds for termination of rent payment. In the event that all keys are not returned to Lessor, Lessee agrees to pay reasonable charges to have the lock on the building re-keyed, and new keys made.
26. In the event that the United States Forest Service terminates the Special Use Permit of Lessor, or otherwise prohibits Lessor from being able to provide use of the premises to Lessee, this lease shall terminate. Should any regulatory body prohibit Lessor from being able to provide use of the premises to Lessee, likewise, this lease shall terminate.
27. In the event there shall be hereafter additional Lessors or Lessees as parties to this lease, the act of one Lessor binds the others, and the act of one Lessee binds the others, unless prior written notice has been given to the contrary.
28. This lease shall be governed by the laws of the State of Wyoming. Courts within the State of Wyoming will have jurisdiction over any action arising out of this lease.
29. Written notices and other writings required by any provision hereof shall be sent by U. S. Postal Service, postage prepaid, certified/return receipt requested, or via overnight courier such as FedEx, or personally served to Lessor, at Lessor's address at: 2232 Dell Range Boulevard, Suite 103, Cheyenne, Wyoming, 82009-4994, or at such place as Lessor may hereafter designate, and to Lessee at: Steven A. Silberberg, 288 South River Road, Bedford, New Hampshire, 03110.

THIS AGREEMENT contains the entire understanding of the parties and is binding upon the parties, their heirs, administrators, executors, and assigns, but the parties may, by mutual agreement, modify, waive, or alter the terms hereof; such modification, waiver, or alteration shall be valid only if executed in writing with the same formalities of this agreement. If either party should default upon any of the conditions herein, the defaulting party shall pay all costs and attorney fees of the non-defaulting party in order to enforce any rights and obligations created by this agreement. Each party enters into this agreement voluntarily, without any coercion or inducement other than as stated in the preamble hereto, believing that this agreement is reasonable under the circumstances. The parties shall hereafter make, execute and deliver any instruments, assurances, or other things necessary as shall be reasonably required from time to time to give full force and effect to this agreement.

Should any portion of this lease be judicially determined to be illegal or unenforceable, the remainder of the lease agreement shall continue to be in full force and effect.

The undersigned have read this entire lease, and are authorized to represent the respective parties to this lease, and agree to the terms of this lease.

Robert R. Rule, Lessor
d.b.a. Rule Communications
2232 Dell Range Boulevard #103
Cheyenne, WY 82009-4994

Steven A. Silberberg, for Lessee,
Appaloosa Broadcasting Co., Inc.
288 South River Road
Bedford, NH 03110

Tax ID Number: 83-0214237

Date signed: _____, 2003

Date signed: _____, 2003

State of Wyoming)
) ss
County of Laramie)

The foregoing instrument was acknowledged before me by Robert R. Rule, this ____ day of _____, 2003.

Witness my hand and official seal.

Notary Public

State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me by Steven A. Silberberg, as President of Appaloosa Broadcasting Co., Inc., this ____ day of _____, 2003.

Witness my hand and official seal.

Notary Public

EXHIBIT A

EQUIPMENT LAYOUT:

The transmitter will be located at its present location near the central part of the north wall of the building.

The 96.7 MHz FM antenna will be located at its present location on the 80 foot tower with the 36 inch face, on its south side, from approximately the 70 foot level downward.

The 947.5 MHz STL receive antenna will be located at its present location on the pipe protruding through the roof of the building.

EXHIBIT B

EQUIPMENT LIST:

Nautel Model FM5 FM radio broadcast transmitter, 5000 watts output capability, transmit frequency 96.7 MHz., with associated Shively Model 6813 six-bay, half-wave spaced, antenna and connecting Heliax transmission line.

Moseley Model SL9003 STL receiver on 947.5 MHz, with associated Scala "Paraflector" antenna and connecting transmission line.

Sine Systems Model RFC-1/B remote control with Model RP-8 relay control panel.