

GUARANTY

To induce ROBERT R. RULE ("Secured Party") to accept a certain Promissory Note of even date herewith ("Note") made by APPALOOSA BROADCASTING COMPANY, INC., a Delaware corporation ("Debtor"), in the sum of Three Hundred Twenty Five Thousand Dollars (\$325,000) plus interest, and to induce Secured Party to enter into and agree to payments from Debtor under that certain Consultancy Agreement of even date herewith ("Consultancy Agreement") in the sum of Two Hundred Fifty Thousand Dollars (\$250,000) plus late fees and interest, if applicable, the undersigned guarantees prompt payment of the Note and Consultancy Agreement according to their terms.

The undersigned agrees and consents that Secured Party or his assigns may from time to time extend the time for payment of the Note and Consultancy Agreement. The undersigned further agrees to any extension, postponement, modification or amendment of the Note and/or Consultancy Agreement and to any other indulgence by the Secured Party and agrees that nothing shall discharge the obligations of the undersigned except performance in full.

The undersigned will pay on demand all costs and expenses, including attorney's fees, reasonably incurred or paid by the Secured Party in enforcing this Guaranty upon any Default as defined in the Note or in the Consultancy Agreement.

This is an absolute, continuing and unconditional guaranty and is irrevocable. The Secured Party shall not proceed against the undersigned without also proceeding against the Debtor at the same or an earlier time.

The liabilities and obligations of the undersigned hereunder shall not be affected by any fraud or illegal or improper acts of Debtor. The rights and remedies hereunder of the Secured Party shall be cumulative and not exclusive of any rights or remedies that it might otherwise have, and these rights may be exercised singularly or concurrently.

All notices or other communications with respect to this Guaranty shall be deemed duly given if sent by overnight courier or certified mail, return receipt requested, addressed as follows:

Steven A. Silberberg
288 South River Road
Bedford, NH 03110

Signed as a sealed instrument this ____ day of _____, 200__.

Witness

Steven A. Silberberg

STATE OF WYOMING

County of _____, ss.

The foregoing instrument was acknowledged before me by Steven A. Silberberg, this ____ day of _____, 200__. Witness my hand and official seal

[AFFIX SEAL]

My commission expires: _____