

CONSULTING AGREEMENT

CONSULTING AGREEMENT dated as of this ____ day of _____, 200_ ("Consulting Agreement") by and between **ROBERT R. RULE** ("Consultant"); and **APPALOOSA BROADCASTING COMPANY, INC.**, a Delaware corporation ("Buyer").

W I T N E S S E T H

WHEREAS, pursuant to a Asset Purchase Agreement dated September 15, 2003 (the "Agreement") between Consultant and Buyer, Consultant has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller certain assets relating to radio station KHAT(FM), Laramie, Wyoming (the "Station");

WHEREAS, this Consulting Agreement is being executed pursuant to Section 3(d) of the Agreement;

WHEREAS; the Consultant is the sole owner of Station, has been involved in and has knowledge of the operation of the Station and the Station's market, and the Buyer is desirous of obtaining the benefits of and the Consultant is willing to enter into and bind himself under this Consulting Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, Consultant and Buyer covenant and agree as follows:

1. Consultancy with Buyer. Consultant agrees that for a period of five (5) years from the date of this Consulting Agreement to assist the Buyer in the operation of the Station, upon reasonable notice to the Consultant and consistent with Consultant's prior commitments, by providing telephone and in person consultation regarding the operation of Station or the market in which Station is located, up to an aggregate time commitment of twenty-four (24) hours per year. Any unused time in any year shall not be carried over to the following year. The payments specified in this Consulting Agreement shall be owed to Consultant irrespective of whether services are requested of Consultant. Buyer will reimburse Consultant for any out-of-pocket expenses incurred at the request of the Buyer in performing his duties under this Consulting Agreement.

2. Payments to Consultant. In consideration of the performance of the duties and obligations of the Consultant to the Buyer, the Consultant will be paid TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) in sixty (60) equal monthly payments of \$4,166.67 each, with the first such payment to be due on the date of this Consulting Agreement and each such subsequent payment due and payable on dates one (1) month subsequent to the due date of the prior payment until sixty (60) such payments have been made.

3. Late Fees and Default. In the event that a payment is delivered to Consultant after the date

it is due, Buyer shall remit as a late fee for such payment the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) for each payment due which is past the due date that the payment is to be delivered (the "Late Fee"). If Buyer shall fail to pay when due any of the payments due under Section 2, or any portion of such payments, and a time period of fifteen (15) business days elapses after notice to the Buyer of such failure, the Consultant under this Consulting Agreement may declare a default (hereafter "Default"), and the total amount remaining to be paid through the end of the term of this Consulting Agreement shall be immediately due and payable in one lump sum without any discount of any kind, along with any and all Late Fees owed to date. Upon Default, Buyer shall owe interest on the then total unpaid but due amount under this Consulting Agreement at the rate of fourteen percent (14%) per annum, computed on a daily basis, until such time as the total remaining amount, with all accrued interest and all Late Fees owed, is paid. In the event that Consultant does not declare a Default as a result of a late payment, Buyer will nonetheless owe to Consultant the late fee of \$250 for each payment due which is past the due date that payment is late or insufficient, with such amounts to accrue and be owed and payable with interest should a Default be subsequently declared by the Consultant.

4. Enforcement. This Consulting Agreement shall be enforceable by either party by restraining order, injunction or specific performance without being required to prove actual damages or post a bond or furnish other security and such enforcement shall be cumulative and in addition to any other remedy available.

5. Attorney's Fees and Costs. Should either party default in the performance of any of the terms or conditions of this Consulting Agreement, which default results in the filing of a lawsuit or any other action, the prevailing party in such lawsuit shall be entitled to reasonable attorneys' fees and costs as shall be determined by the court.

6. Successors and Assigns. This Consulting Agreement shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the parties, even in the event of the death, disability, inability or demise of Consultant in which such event the obligations placed upon the Consultant shall be relieved, but the Buyer's obligation to remit payments shall continue.

7. Notices. Any payment, notice, consent, waiver or other communication hereunder shall be sent by certified, express or registered mail, return receipt requested, postage prepaid, overnight air courier service or same day delivery service to the address specified below (or at such other address which party shall specify to the other party in accordance herewith):

If to Consultant:

Robert R. Rule
Rule Communications
2232 Dell Range Boulevard - Suite #103
Cheyenne, WY 82009-4994

With a copy to:

John F. Garziglia, Esq.
Womble Carlyle Sandridge & Rice, PLLC
1401 I Street, N.W. 7th Floor
Washington, DC 20005

If to Buyer:

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

With a copy to:

Barry A. Friedman, Esq.
Thompson Hine, LLP
1920 N Street, NW, Suite 800
Washington, DC 20036-1600

Notice or other communication shall be deemed to have been given, delivered or received as the case may be three business days after mailing if sent by registered or certified mail or on the next business day if sent by express mail, overnight air courier or same day delivery service.

8. Construction. This Consulting Agreement shall be construed and enforced in accordance with the substantive laws of the State of Wyoming without reference to principles of conflicts of law in effect in such State. If any Section or provision of this Consulting Agreement is held to be invalid or unenforceable, all other Sections and provisions shall nevertheless continue in full force and effect. Any actions brought under this Consultancy Agreement shall be brought in the state or federal courts located in Wyoming.

9. Waiver. Any term or provision of this Consulting Agreement may be waived at any time by the party which is entitled to the benefits thereof, and any term or provision of this Consulting Agreement may be amended or supplemented at any time by the mutual consent of the parties hereto, except that any waiver of any term or condition, or any amendment or supplementation, of this Consulting Agreement shall be effective only if in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Consulting Agreement shall not in any way affect, limit or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Consulting Agreement.

10. Multiple Counterparts. This Consulting Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one

and the same instrument. In addition, this Consulting Agreement may contain more than one counterpart of the signature page and this Consulting Agreement may be signed by the affixing of the signature of each party to one of such counterpart signature pages; all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

11. Guaranty and Security and Pledge Agreement. Payments to Consultant under this Consulting Agreement is secured by that certain Security and Pledge Agreement entered into this date by and between Consultant, Buyer and Buyer's stockholders, and is guaranteed by that certain Guaranty entered into this date by Steven A. Silberberg.

IN WITNESS WHEREOF, the undersigned have executed this Consulting Agreement to be effective on the date first above written.

CONSULTANT:
ROBERT R. RULE

Robert R. Rule

BUYER:
APPALOOSA BROADCASTING COMPANY, INC.

By _____
Steven A. Silberberg
President

STATE OF WYOMING

County of _____, ss.

The foregoing instrument was acknowledged before me by Robert R. Rule, this ____ day of _____, 200_.

Witness my hand and official seal

[AFFIX SEAL]
My commission expires: _____

STATE OF WYOMING

County of _____, ss.

The foregoing instrument was acknowledged before me by Steven A. Silberberg, President, Appaloosa Broadcasting Company, Inc., this ____ day of _____, 200_.

Witness my hand and official seal

[AFFIX SEAL]
My commission expires: _____