

STATE OF MISSISSIPPI

COUNTY OF PERRY

LEASE AGREEMENT

The undersigned Lessor hereby leases the hereinafter described leased premises unto the undersigned Lessee on the following terms and conditions to wit:

1. Leased Premises: Four (4) acres located in the Southeast corner of the property owned by Jimmy L. White in Section 34, Township 5 North, Range 10 West, located on Clay Hill Road in Perry County, Mississippi.
2. Term: Fifteen (15) years from and after this date, with the Lessee having the option to renew the same for another fifteen (15) years on the same terms by staying in possession of the premises upon completion of the primary term.
3. Rent: One-hundred-dollars (\$100.00) per month in advance payable by the tenth (10th) day of each month hereafter.
4. Use and Care of Premises: Lessee shall have the right to exclusive occupation and enjoyment of the subject property, in order to construct, repair, operate, and maintain a radio transmitting tower, transmitter building, and related appliances and appurtenances, together with reasonable ingress and egress to and from the premises and the public road known as Clay Hill Road. Lessee shall pay all Lessee's utilities and hold Lessor's property free and harmless against all claims, demands, or actions arising out of or connected with Lessee's use or occupation of the premises or others invited or allowed thereon by Lessee.
5. Insurance: Lessee shall provide whatever contents and hazard insurance as Lessee may desire, from time to time, if any.
6. Taxes: Lessee shall be responsible for all taxes and assessments by taxing authorities against Lessee's equipment or property.
7. Ownership of Improvements, Equipment, and Fixtures: It is expressly understood that at all times, and from time to time, all buildings, improvements, fixtures, equipments, personal property, or other items placed in or upon the subject property by or for Lessee shall remain the separate, personal property of the Lessee and shall not be considered part of the real property of the Lessor and shall not be considered part of the real property nor shall they become the property of the Lessor. Upon termination of this lease for any reason, Lessee shall have a reasonable time to enter upon the property and remove all such property and items, restoring the premises to its original condition (insofar as reasonable possible ordinary wear and tear excepted).

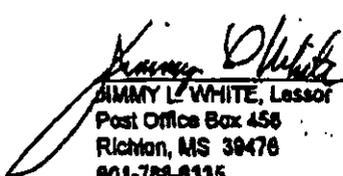
EXHIBIT NO. 2

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8. Default: Lessor is entitled to declare the premises vacated and to enter to re-take the premises upon demand and notice to Lessee's default hereunder by Lessee which is continued for thirty (30) days following delivery to Lessee of such notice unless Lessee commences reasonable efforts to correct such default prior to expiration of such thirty (30) days, in which case Lessee shall be allowed a reasonable time to cure or otherwise correct such default.

9. Other Provisions: None.

WITNESS OUR SIGNATURES, this 5th Day of July, 1997.


JIMMY L. WHITE, Lessor
Post Office Box 458
Richton, MS 39476
601-788-8335

TRALYN BROADCASTING, INCORPORATED
A Mississippi corporation, Lessee
BY:
 PRESIDENT
DARREN WINKLES, President
Post Office Box 939
Gulfport, MS 39502
601-867-9953

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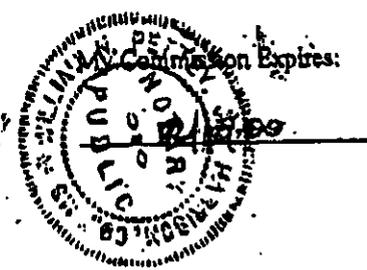
STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said jurisdiction, the within named DARREN W. KIES, President of TRALYN BROADCASTING, INCORPORATED, a Mississippi corporation, Lessee, who acknowledged to me as such officer he signed, sealed and delivered the above and foregoing Lease Agreement on the date stated therein as his own free and voluntary act and deed.

GIVEN under my hand and official seal this 29th day of August 1998.

William W. Kelly
NOTARY PUBLIC



INSTRUMENT PREPARED BY:

TraLyn Broadcasting, Inc.
P. O. Box 939
Gulfport, MS 39502
(601) 867-9953

INDEXING INSTRUCTIONS:

NE 1/4 of SW 1/4 of Sec. 34, T5N, R10W, Perry Co., MS.

STATE OF MISSISSIPPI, Perry County

Filed for record on the 2 day of Sept. 19 98 at 3:00 o'clock P.M. and recorded
in the 2 day of Sept. 19 98 in Deed Record No. 111 at Page 101-103

VICKIE WALTERS, Chancery Clerk

Vickie Walters cc



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