

## AGREEMENT

THIS AGREEMENT, made this day of April 30, 2005, by and between Laramie Mountain Broadcasting, LLC, a Virginia limited liability company (hereinafter referred to as Seller) and Murray-Gray Broadcasting Company, Inc., a Delaware corporation in formation (hereinafter referred to as Buyer):

### WITNESSETH:

WHEREAS, Seller holds the radio broadcast license for KVUW(FM), licensed to Wendover, Nevada (Facility Id: 84328) and a construction permit for a new FM radio station on FM Channel 254, Laramie, Wyoming (Facility Id: 82198) (the "Laramie Station") (collectively, the "Stations");

WHEREAS, Seller desires to sell or assign all rights, title and interest in the Stations and related assets to Buyer;

WHEREAS, Buyer desires to acquire the Stations and certain related assets, under the terms and conditions stated herein; and

WHEREAS, the consummation of this Agreement is subject to the prior consent of the Federal Communications Commission (hereinafter referred to as "FCC").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

### ARTICLE I SALE & PURCHASE

Section 1.1 Station Assets. Seller shall grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date (as hereinafter defined) all interests of Seller described below, free and clear of all liens, security interests, claims, and encumbrances (collectively, the "Station Assets"):

(a) Licenses and Authorizations. All of the FCC Authorizations issued with respect to the Stations including, without limitation, all rights in and to the Stations' call letters described on Schedule 1.1(a) attached hereto (collectively, "FCC Authorizations").

(b) Tangible Personal Property. All interests of Seller as of the date of this Agreement in all equipment, antennas, cables, furniture, and supplies, and other tangible personal property used in operation of the Stations, including but not limited to those items described in Schedule 1.1(b) (collectively, "Tangible Personal Property").

(c) Files and Records. All FCC logs and other records that relate to the operation of the Stations, and all files and other records of Seller relating to the business and operations of the Station.

(d) Intangible Assets. Call sign KVUW(FM) and any call sign assigned to the Laramie Station.

(e) Station Agreements. All Station leases and agreements listed in Schedule 1.1(h) or consented to in writing by Buyer.

Section 1.2. Purchase Price. In consideration for the Station Assets to be conveyed to Buyer, Buyer shall pay the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) to Seller by wire transfer, or by certified or cashier's check, as follows:

(a) Earnest Money Deposit. On the date the assignment application is filed with the FCC, Buyer will deposit One Hundred Thousand Dollars (\$100,000.00) (the "Deposit") with the Seller. The Deposit shall be credited against the Purchase Price. If Closing does not take place due to the material breach of Seller or the FCC does not grant the assignment of both of the Stations by final order within one (1) year from the date of this Agreement, Buyer may elect to terminate this Agreement and the Deposit shall be returned to Buyer immediately thereafter; and

(b) Closing Payment. On the date of Closing, Buyer shall pay Seller the remaining Six Hundred Fifty Thousand Dollars (\$650,000.00) ("Closing Payment").

Section 1.3. Allocation of Purchase Price. The parties agree that Fifty Thousand Dollars (\$50,000.00) of the Purchase Price shall be allocated for the Laramie Permit and the remaining Seven Hundred Thousand Dollars (\$700,000.00) of the Purchase Price shall be allocated to KVUW(FM).

Section 1.4. Closing. Closing shall take place at a mutually agreeable place and time, subsequent to the date on which FCC Consent for the assignment of both of the Stations has become a final order, which is an order of the FCC that is not subject to any timely administrative or judicial review.

Section 1.5. Closing Documents. At closing, Seller will execute and deliver to Buyer good and clear title, free of liens, claims and encumbrances to all assets to be assigned to Buyer, any necessary assignments for any Station Assets (including, but not limited to, the leases for the KVUW studio and transmitter sites as described in Schedule 1.1(h)), a Bill of Sale, and the Assignment of FCC Authorizations. Buyer is assuming no liability of Seller, except as expressly noted in the Agreement.

## **ARTICLE II COVENANTS & WARRENTIES**

2.1. Seller's Covenants and Warranties. Seller hereby covenants and warrants as follows:

(a) That the FCC Authorizations are in full force and effect; there are no outstanding

unsatisfied FCC citations or cease and desist orders against the Stations and any such subsequently issued shall be satisfied prior to Closing; and that it is aware of no ongoing investigation of the Stations by the FCC or by any other federal or state governmental agency, or any conditions at the Stations which violate any FCC rule or policy;

(b) That it is aware of no litigation, proceeding or investigation whatsoever pending or threatened against or relating to Seller, its business, or the assets to be transferred hereunder and that it knows of no reason why the FCC would not find it qualified to assign its licenses;

(c) That it will deliver the Stations and Station Assets at Closing free and clear of all debts, security interests, claims, liens and other encumbrances;

(d) Seller is duly authorized to enter into this Agreement; and

(e) Seller has filed all forms and reports with the FCC which are required to be filed, has placed in the Stations' public file all documents which are required to be there. In the event that the licenses for the Stations should come up for renewal prior to Closing, Seller shall file timely applications for renewal and prosecute those applications on a best efforts basis.

2.2. Buyer's Covenants and Warranties. Buyer hereby covenants and warrants as follows:

(a) That it is legally, financially and otherwise qualified, and knows of no reason why it should not be approved, to become the Station's licensee; and

(b) That at present and on the Closing date, Buyer will have full power and authority to enter into and perform this Agreement; that the execution and delivery of this Agreement and the performance of all obligations hereunder shall have been duly authorized by Buyer's Board of Directors; and, that this Agreement will constitute a valid and binding Agreement of the Buyer, enforceable in accordance with its terms.

### **ARTICLE III MISCELLANEOUS**

3.1. FCC Assignment Application. Both parties hereto agree to make application to the FCC for consent to the assignment of the Stations' licenses within ten (10) business days after the date of full execution of this Agreement. The parties will cooperate fully and diligently in seeking FCC's consent to assign the Stations' licenses from Seller to Buyer ("FCC Consent").

3.2. Jointly Drafted. This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either party.

3.3. Authority to Execute. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.

3.4. Notices. Notices which are to be sent to either party to the other under or pursuant to the terms of this Agreement, shall be sent by United States Certified Mail, return receipt request, as follows:

If to Seller::	Victor Michael, Jr. Laramie Mountain Broadcasting, LLC 6807 Foxglove Drive Cheyenne, WY 82009	With copy to:	Timothy R. Obitts Gammon & Grange, P.C. 8280 Greensboro Drive Seventh Floor McLean, VA 22102
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If to Buyer:	Steven A Silberberg Murray-Gray Broadcasting, Inc. 288 South River Road Bedford, NH 03110	With copy to:	Barry A. Friedman Thompson Hine, LLP 1920 N Street, NW, Ste. 800 Washington, DC 20036
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3.5. Strict Compliance. No failure of a party to exercise any right or to insist upon strict compliance by the other party with any obligations and no custom or practice of the parties at variance with this Agreement shall constitute a waiver of the right of a party to demand exact compliance. Waiver by one party of any particular default by the other party shall not affect or impair a party's rights with respect to an subsequent default of the same or of a different nature, nor shall any delay or omission of a party to exercise any rights arising from such default affect or impair the rights of that party as to such default or any subsequent default.

3.6. Specific Performance. The parties acknowledge that each Station is of a special, unique and extraordinary character, and that damages alone are an inadequate remedy for a breach of this Agreement by Seller. In the event of a breach or threatened breach by Seller of any representation, warranty, covenant or agreement under this Agreement, Buyer shall be entitled to an injunction restraining any such breach or threatened breach and, subject to obtaining any requisite approval of the FCC, to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. In any action by Buyer to specifically enforce the breaching party's obligation to close the transactions contemplated by this Agreement, the breaching party shall waive the defense that there is an adequate remedy at law or in equity and agrees that the other party shall be entitled to obtain specific performance of the breaching party's obligation to close without being required to prove actual damages. As a condition to seeking specific performance, Buyer shall not be required to tender the Purchase Price as contemplated by Section 1.2, but shall be required to demonstrate that Buyer is ready, willing and able to tender the Purchase Price as contemplated by such Section.

3.7. Default by Buyer. If the transactions contemplated by this Agreement are not consummated as a result of Buyer's failure to close hereunder, and Seller is not also in breach under this Agreement, then Seller shall be entitled to the Deposit as liquidated damages in full settlement of any damages of any nature or kind that Seller may suffer or allege to suffer. It is understood and agreed that the amount of liquidated damages represents Buyer's and Seller's reasonable estimate of actual damages and does not constitute a penalty.

3.8. Severability and Independent Covenants. If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced by reason of any result of law, administrative order, judicial decision or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provision unless so expressed in this Agreement.

3.9 Assignment. This Agreement may not be assigned without prior written consent of the non-assigning party, provided however Buyer may assign its interests to an entity substantially owned or controlled by Buyer so long as such assignment does not materially delay the grant of the FCC Application or postpone the Closing Date and provided further than such assignment shall not release Buyer of his obligations hereunder.

3.10 Expenses. Each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement including, without limitation, accounting and legal fees incurred in connection herewith; *provided, however*, Buyer, on the one hand, and Seller, on the other hand, shall equally share the filing fees with the FCC. Sales or transfer taxes arising from the transfer of the Assets to Buyer shall be paid by Seller.

3.11 Recovery of Attorneys' Fees. In any litigation instituted by either party alleging that the other party has committed a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to such other relief as may be ordered by the tribunal, its reasonable attorneys' fees and other costs incurred in connection with the conduct or defense of such litigation.

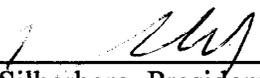
3.12. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Wyoming, without regard to the conflict of law principles thereof. Venue shall be the state or federal courts located in or having jurisdiction for Cheyenne, Wyoming.

3.13 Entire Agreement. This document is the entire Agreement between the parties hereto and shall not be modified except in writing and with the consent of both parties hereto. This Agreement is intended to be an integrated Agreement and any prior oral or written agreements between the parties are merged into this Agreement and extinguished. This Agreement may be executed in counterpart copies. When exchanged, such executed counterpart copies shall have the same force and effect as a single executed Agreement.

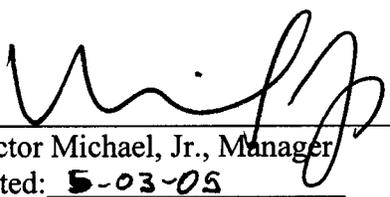
IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date written above.

**BUYER:**

**MURRAY-GRAY BROADCASTING COMPANY,  
INC., a Delaware corporation in formation**

  
\_\_\_\_\_  
Steven A. Silberberg, President  
Dated: 4-20-05

**SELLER:  
LARAMIE MOUNTAIN BROADCASTING, LLC**

  
\_\_\_\_\_  
Victor Michael, Jr., Manager  
Dated: 5-03-05

**SCHEDULE 1.1(a)**

<b>STATION</b>	<b>AUTHORIZATION</b>	<b>EXPIRATION DATE</b>
KVUW(FM), Wendover, Nevada	Station License	October 1, 2005
960520MU, Laramie, Wyoming	Construction Permit	December 30, 2007

United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION CONSTRUCTION PERMIT**

Authorizing Official:

Official Mailing Address:

MOUNT RUSHMORE BROADCASTING INC  
218 N. WOLCOTT  
CASPER WY 82601

Rodolfo F. Bonacci  
Assistant Chief  
Audio Division  
Media Bureau

Facility ID: 82198  
Call Sign: 960520MU  
Permit File Number: BPH-19960520MU

Grant Date: December 30, 2004  
This permit expires 3:00 a.m.  
local time, 36 months after the  
grant date specified above.

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: MOUNT RUSHMORE BROADCASTING INC

Station Location: WY-LARAMIE

Frequency (MHz): 98.7

Channel: 254

Class: A

Hours of Operation: Unlimited

Call sign: 960520MU

Permit No.: BPH-19960520MU

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: As required to achieve authorized ERP.

Antenna type: Non-Directional

Antenna Coordinates: North Latitude: 41 deg 18 min 39 sec  
West Longitude: 105 deg 27 min 12 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	.110	.110
Height of radiation center above ground (Meters):	29	29
Height of radiation center above mean sea level (Meters):	2730	2730
Height of radiation center above average terrain (Meters):	327	327

Antenna structure registration number: 1009525

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 \*\*\*\*\* This is a Section 73.215 contour protection grant \*\*\*\*\*  
\*\*\*\*\* as requested by this applicant \*\*\*\*\*

\*\*\* END OF AUTHORIZATION \*\*\*

United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION LICENSE**

Authorizing Official:

Official Mailing Address:

MOUNT RUSHMORE BROADCASTING, INC.  
218 NORTH WOLCOTT STREET  
CASPER WY 82601

Brian J. Butler  
Supervisory Engineer  
Audio Division  
Media Bureau

Facility Id: 84328

Grant Date: August 07, 2001

Call Sign: KVUM

This license expires 3:00 a.m.  
local time, October 01, 2005.

License File Number: BLH-20010507AAX

This License Covers Permit No.: BPH-19961118MM as modified by  
BMPH-20010330ACL

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Call sign: KVUM

License No.: BLH-20010507AAX

Name of Licensee: MOUNT RUSHMORE BROADCASTING, INC.

Station Location: NV-WENDOVER

Frequency (MHz): 102.3

Channel: 272

Class: A

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: 1.20 kW

Antenna type: Non-Directional

Description: SHI 6602-455

Antenna Coordinates: North Latitude: 40 deg 44 min 30 sec

West Longitude: 114 deg 02 min 10 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	3.00	3.00
Height of radiation center above ground (Meters):	15	15
Height of radiation center above mean sea level (Meters):	1416	1416
Height of radiation center above average terrain (Meters):	8	8

Antenna structure registration number: 1217611

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 The licensee has demonstrated compliance with the FCC radiofrequency electromagnetic field exposure guidelines based upon the usage of the antenna specified herein. If the licensee makes any changes in facilities via modification of license application in accordance with 47 CFR section 73.1690(c), the subsequent Form 302-FM, application for license, must include a revised RF field showing to demonstrate continued compliance with the FCC guidelines.

\*\*\* END OF AUTHORIZATION \*\*\*

**SCHEDULE 1.1(b)**

**Tangible Personal Property**

**KVUW Studio Assets:**

- 1 Mackie Console
- 1 Microphone
- 2 CD Players
- 1 Nicom Poseidon Audio Processor
- 1 Nicom STL Transmitter
- 1 TFT EAS Endec
- 2 EAS Audio receivers (one AM and one FM)
- 1 Middle Atlantic Studio Rack (3 ft high)
- 1 Nicom BKP950 STL Antenna and Wall Mount
- Various cabling

**KVUW Transmitter Assets:**

- 1 Nicom BKP950 STL Antenna with Offset Pipe Mount on Tower
- 1 Andrew 1/2" Helix Feed Line
- 1 Nicom STL Receiver
- 1 Sine System Remote Control
- 1 Energy Onix Exciter
- 1 Energy Onix 1 kW Transmitter
- 1 Shively 6602-4 antenna with Offset Pipe Mount on Tower
- 1 Andrew Feed Line Run

1 Thermobond 8'x8' Building (can be moved to a new site).

- Includes Heat
- Includes Air Conditioning
- Includes Blower
- Includes Electrical and Grounding

**SCHEDULE 1.1(h)**

**Leases and Agreements**

Wendover, Nevada Tower Lease by and between Millcreek Broadcasting, LLC and Tower Asset Sub, Inc. and SpectraSite Communications, Inc. dated May 3, 2001. Includes a four bay FM antenna, an STL receiver dish and the small building owned by the Licensee.

Studio Site Lease with Heritage (unable to locate as of yet).

**THIS TOWER ATTACHMENT LICENSE AGREEMENT ("License") is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2001 (which date is the date of last execution between Licensor and Licensee), by and between Tower Asset Sub, Inc., a Delaware corporation, by SpectraSite Communications, Inc. as its attorney-in-fact pursuant to Tower Management Agreement dated April 20, 1999 ("Licensor") and Millrock Broadcasting ("Licensee").**

**WHEREAS, Licensor desires to license unto Licensee certain space on a tower operated by Licensor upon which Licensee intends to mount certain of Licensee's antennas together with related and ancillary equipment, and certain ground space upon real property leased by Licensor upon which Licensee intends to install other equipment and devices; and**

**WHEREAS, Licensee desires to license from Licensor certain space on a tower operated by Licensor upon which Licensee intends to mount certain of Licensee's antennas together with related and ancillary equipment, and certain ground space upon real property leased by Licensor upon which Licensee intends to install other equipment and devices.**

**NOW THEREFORE, for and in consideration of the terms and several promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:**

**1. Exclusivity.** Licensor hereby grants to Licensee a license to install, maintain and operate Licensee's wireless communications equipment and appurtenances on a tower owned by Licensor ("Tower"), including antennas at a constant height of 50' above ground level on the Tower, which is located on certain real property leased by Licensor (more particularly described in Exhibit "A" attached hereto ("Property")); and to install, maintain, operate and remove Licensee's equipment cabinet or compound and related devices owned by Licensee on a 100 square foot portion of the Property at a location depicted on Exhibit "A-1" attached hereto (the space occupied by Licensee on the Property and the Tower hereinafter shall be referred to collectively as the "Premises"). Subject to limitations contained in the Prime Lease (as defined below), Licensor also grants Licensee rights of ingress, egress and utilities to the Premises twenty-four (24) hours per day, seven (7) days per week during the Initial Term and any Renewal Term (as hereinafter defined in paragraphs 3 and 4) of this License over that real property described in Exhibit "B" attached hereto ("Renewal").

**2. Use.** Licensee may use the Premises for the receipt and transmission of wireless communications signals. The use granted by Licensee to Licensee shall be non-exclusive and limited in strict accordance with the terms of this License. Licensor shall have the right to continue to occupy the Property and to enter into lease and license agreements with others for the Property and the Tower in the sole discretion of Licensor. Licensee shall have no property rights or interest in the Premises or the Equipment by virtue of this License. This License shall also be subject to the terms and continued assistance of that certain Communications Site Lease Agreement (Ground) for the Premises entered into between Nextel West Corp., a Delaware Corporation, d.b.a. Nextel Communications, as predecessor-in-interest to Licensor and Khosrow B. Samani d/b/a S. K. Hart Engineering, sole proprietor ("Prime Landlord") which is dated the 1<sup>st</sup> day of October, 1998, a copy of which together with all amendments and addenda thereto (but subject to the redaction of financial terms) is

attached hereto as Exhibit "C" ("Prime Lease"). Licensee covenants that it shall not commit any act which would result in a default or nonconformance with the Prime Lease. In the event that the Prime Lease requires the consent of the Prime Landlord under the Prime Lease to the making of this License, it shall be a condition precedent to the effectiveness of this License that Licensee obtain such consent, as Licensor deems necessary in its sole discretion. In the event that the Prime Lease expires or is terminated, this License shall terminate as between Licensor and Licensee on the effective date of termination of the Prime Lease and Licensor shall have no liability to Licensee as a result of the termination of this License. Licensor is under no obligation to extend the term of the Prime Lease or renew the Prime Lease. Licensor shall give Licensee written notice of such termination or expiration of the License as provided herein as soon as practicable but no later than sixty (60) days prior to the date of an anticipated termination or expiration.

**3. Initial Term.** The Initial Term of this License shall be for a period of one (1) year commencing on the date Licensee commences the installation of the Equipment (as defined in paragraph 6(b) below) but no later than thirty (30) days after the date of this License ("Commencement Date") and expiring on the first (1st) year anniversary of the Commencement Date ("Initial Term"). Licensee agrees to provide immediate written notice to Licensor of Licensee's commencement of the installation of the Equipment. Following the Commencement Date, the parties may acknowledge in writing their mutual understanding of the precise Commencement Date.

**4. Renewal Term.** Licensee shall have the right to extend this License for four (4) additional five (5) year terms (each a "Renewal Term"). This License shall automatically renew for each successive Renewal Term unless Licensee notifies Licensor of Licensee's intention not to renew this License at least six (6) months prior to the end of the then existing term of this License. Each Renewal Term shall be on the same terms and conditions as set forth in this License except that consideration for this License shall increase as provided in paragraph 5(b).

**5. Consideration.** (a) Initial Term. During the Initial Term, Licensee shall pay annually to Licensor as consideration for this License the sum of Twenty Five Thousand Two Hundred and NO/100 (\$25,200.00) ("Fee"), subject to increase as provided in the following sentence. The Fee shall increase each year by an amount equal to four percent (4%) over the Fee payable for the immediately preceding year. The Fee shall be paid each year in advance. The first annual payment shall be due on the Commencement Date. The Fee paid by Licensee to Licensor shall be due without set-off notice or demand from Licensor to Licensee. Any Fee or other sum not received by Licensor within fifteen (15) days of the date when due shall be subject to a late penalty of four percent (4%) of the amount which is overdue. (b) Renewal Term. In the event this License is renewed as provided for in paragraph 4, the Fee applicable to each Renewal Term shall be paid annually in advance beginning on the first day of the respective Renewal Term and shall be subject to the same four percent (4%) annual increase described in paragraph 5(a) for the Initial Term. (c) If at any time during the primary term of this License or any renewal or extension thereof a tax or excise on rents, or other tax however described (except any franchise, estate, inheritance, capital stock, income or excess profits tax imposed upon Licensor) is levied or assessed against Licensor by any lawful taxing authority on account of Licensor's interest in this License or the rents or other charges reserved hereunder, as a substitute in whole or in part, or in addition to the general taxes described herein, Licensee agrees to pay to Licensor upon demand,

substantially in whole or in part, or in addition to the general taxes described herein, Licensee agrees to pay to Licensor upon demand, and in addition to the rentals and other charges prescribed in this License, the amount of such tax or excise. In the event such tax or excise is levied or assessed directly against Licensee, then Licensee shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. (d) Any tax or other payment made by Licensee shall contain a notation of the applicable Licensee site number applicable to this License, which site number is UT-4601. (e) Site Cost Reimbursement. N/A.

6. Conditions Precedent. Licensee's obligation to perform under this License shall be subject to and conditioned upon Licensee securing appropriate approvals for Licensee's intended use of the Premises from the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and any other federal, state or local regulatory authority having jurisdiction over Licensee's proposed use of the Premises. Licensee's inability (following all reasonable efforts) to successfully satisfy these conditions shall relieve Licensee from any obligation to perform under this License. Licensee shall not with due diligence to obtain and maintain all governmental approvals necessary for Licensee to perform under this License.

7. Warranty of Title and Quiet Enjoyment; Subordination. Licensor warrants that (i) Licensor leases the Property and operates the Tower; and (ii) Licensor has full right to make and perform this License subject to the terms, covenants and conditions of the Prime Lease. Upon Licensee's payment of the Fee and all other charges due hereunder, and otherwise complying with the terms hereof, Licensor shall ensure that Licensee may have quiet use and enjoyment of the Premises. This License shall be subordinate and inferior to any mortgage or lien which currently or hereafter encumbers the Property or the Tower. Upon the request of Licensee, Licensor shall reasonably cooperate with Licensee, at Licensee's expense, in Licensee's efforts to obtain a non-disturbance agreement from the holder of any mortgage or deed of trust on the Property.

8. INSPECTIONS BY LICENSEE. (i) FIELD STRUCTURAL ANALYSIS AND RF ANALYSIS. (i) Prior to the commencement of any construction or installation on the Premises by Licensee, Licensee shall furnish, for review and approval by Licensor, which approval may be withheld in Licensor's reasonable discretion, plans and specifications for such construction or installation of the improvements and Licensee shall not commence the construction or installation on the Premises until such time as Licensee has received written approval of the plans and specifications from Licensor. Licensee shall be responsible for paying in advance to Licensor the cost of any structural enhancements to be made to the Tower to accommodate the Equipment. Such structural enhancements shall become part of Licensor's Tower. (ii) Licensee shall conduct at Licensee's sole cost and expense a structural analysis and wind load analysis of the Tower which includes any existing loads (as well as the loads that third-party users have the right to place on the Tower) and the load of Licensee's antennas, cabling and appurtenances. (iii) Upon the written request of Licensor at any time during this License, Licensee shall conduct at Licensee's sole cost and expense a radio frequency interference analysis ("RF Analysis") of the Equipment with all other equipment which is on the Tower as of the Commencement Date. (iv) Licensee shall use the company of Licensee's choice for structural analysis, RF Analysis and the design and construction of platform, antenna systems, cable runs and any other modification of any type to the Premises and

Licensee shall be solely responsible for and shall indemnify Licensor from all costs and expenses associated with these materials and services. (v) Licensee shall be responsible for securing all building permits from any and all applicable governmental authorities prior to the commencement of any construction or installation on the Premises. Copies of the construction permit issued to Licensee shall be provided to Licensor. (vi) Licensee shall use a construction firm approved by Licensor for any construction activities to be conducted by Licensee on the Property and the Easement and the installation of Licensee's equipment on the Tower. (b) Equipment. Licensee's communications system, including antennas, radio equipment and operating frequency, cabling and conduits, shelter and/or cabinets, and other personal property owned or operated by Licensee, which Licensee anticipates shall be located by Licensee on the Premises, is more particularly described on Licensee's collocation application, a copy of which is attached hereto as Exhibit "D" ("Equipment"). Licensor hereby grants Licensee reasonable access to the Tower and the Premises for the purpose of installing and maintaining the Equipment and appurtenances. Licensee shall be responsible for all site work to be done on the Premises pursuant to this License. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Equipment. Licensee shall not construct or install any equipment or improvements on the Premises other than which are described in Exhibit "D" or alter the radio frequency or operation of the Equipment without first obtaining the prior consent of Licensor which consent may be withheld by Licensor in Licensor's reasonable discretion. Licensee acknowledges that Licensor may charge additional fees for the installation of any equipment not listed on Exhibit "D". The Equipment shall remain Licensee's exclusive personal property throughout the term and upon termination of the License. Licensee shall have the right to remove all Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License; provided, Licensee repairs any damage to the Property or the Tower caused by such removal. If Licensee does not remove the Equipment on or prior to the expiration or termination of this License, Licensor shall remove such Equipment within a reasonable period thereafter provided Licensee pays to Licensor 150% of the Fee in effect during such holdover period. (c) Compliance with Governmental Rules. All work shall be performed by Licensee or Licensee's employees, contractors or agents in a good and workmanlike manner. Licensee shall be entitled to require strict compliance with the plans and specifications approved by Licensor pursuant to paragraph 8(a), including specifications for the grounding of Licensee's equipment and antennas. All construction, installations and operations in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the FCC, FAA and all applicable codes and regulations of the city, county, and state concerned. Licensor assumes no responsibility for the licensing, operation and maintenance of the Equipment. Licensee has the responsibility of carrying out the terms of Licensee's FCC License with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Licensee covenants that the Equipment and the construction, installation, maintenance and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by Licensor or pre-existing users on the Tower. (d) Post-Construction Drawings. Following the installation of its Equipment, Licensee shall provide Licensor with post-construction field drawings satisfactory to Licensor, highlighting any field changes made during installation and verifying the RAD center.

9. **Utilities.** All utility services installed on the Premises for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Premises necessary to serve its needs and for the payment of utility charges including connection charges and security deposits incurred by Licensee.

10. **Taxes.** Except as provided immediately below, Licensor shall pay all real property taxes Licensor is obligated to pay under the Prime Lease. Licensee shall reimburse Licensor for any increases in real property taxes which are assessed as a direct result of Licensee's improvements to the Premises. As a condition of Licensee's obligation to pay such tax increases, Licensor shall provide to Licensee the documentation from the taxing authority, reasonably acceptable to Licensee, indicating the increase is due to Licensee's improvements.

11. **Interference.** Licensee agrees to install equipment of types and radio frequencies which will not cause interference to communications operations being conducted from the Property or the Tower by Licensor or other occupants of the Property or the Tower which are in place as of the Commencement Date (including permitted modifications to the communications operations of third parties who, by the terms of pre-existing agreements have the right to modify their communication operations). Licensee also covenants that the equipment installed by Licensee shall comply with all applicable laws, ordinances and regulations (including but not limited to those regulations promulgated by the FCC. In the event the Equipment causes such interference, Licensee will take the steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Licensee of notice from Licensor describing the existence of the interference, Licensee shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other actions taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not corrected within fifteen (15) days after receipt by Licensee of such prior written notice from Licensor of the existence of interference, this License shall then terminate without further obligation on either part except as may be specifically enumerated herein and Licensee agrees to then remove the Equipment from the Premises. Licensor shall impose upon future licensees a duty to refrain from interfering with Licensee which is similar to that set forth herein.

12. **Maintenance and Repairs.** (a) Licensee shall perform all repairs necessary or appropriate to the Equipment on or about the Premises or located on any apartment right-of-way or access to the Premises in good and tenable condition, reasonable wear and tear, damage by fire, the elements or other casualty excepted. Damage to the Equipment resulting from the acts or omissions of Licensor shall be repaired by Licensor at Licensor's cost and expense, or at the option of Licensor, Licensor shall reimburse Licensee for the actual costs incurred as evidenced by adequate documentation by Licensee in repairing such damage or replacing such Equipment. (b) Licensor, at Licensor's sole cost and expense, shall maintain the Tower, and any other portions of the Property and improvements thereto to the extent required to be maintained by Licensor pursuant to the Prime Lease, in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. Damage to the Tower or the equipment or improvements of Licensor or others located on the Property or the Tower, which results from the acts or omissions of Licensee

shall be repaired by Licensee at Licensee's cost and expense, or at the option of Licensor, Licensee shall reimburse Licensor for the actual costs incurred as evidenced by adequate documentation by Licensor in repairing such damage or replacing such equipment or improvements.

13. **Tower Marking and Lighting Requirements.** Licensor shall be responsible for compliance with any applicable marking and lighting requirements of the FAA and the FCC provided that if the requirement for compliance results from the presence of the Equipment and the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required).

14. **Mechanics' Liens.** Licensee shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any construction work, repair, restoration or removal or any other claims or demands to be enforced against the Premises or any part thereof. Licensor shall have the right at any time to post and maintain upon the Premises such notices as may be necessary to protect Licensor against liability for all such liens and encumbrances. Licensee shall give Licensor written notice prior to the commencement of any work or the delivery of any materials connected with such work or construction, repair, restoration, or removal of materials on the Premises. Licensee shall assume an liability for the payment of materials or labor which accrue in the installation of Licensee's improvements upon the Premises and no mechanics' or materialmen's lien for Licensee's improvements shall attach to the interest of Licensor in the Premises.

15. **Indemnification.** Licensor and Licensee each indemnifies the other against and holds the other harmless from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorney fees and court costs) which arise out of the use and/or occupancy of the Premises by the indemnifying party. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party. Except for its own acts of gross negligence or intentional misconduct, Licensor will have no liability for personal injury or death, loss of revenue due to discontinuance of operations at the Premises, or imperfect communications operations experienced by Licensee for any reason.

16. **Financing Agreement.** Licensee may, upon written notice to Licensor, mortgage or grant a security interest in the Equipment to any such mortgagee or holder of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). No such security interest shall extend in any way to the interests or property of Licensor.

17. **Disclaimer of Warranties.** LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE PREMISES OR THE TOWER. LICENSEE ACCEPTS THE PREMISES "AS IS".

18. **Environmental Indemnification.** (a) Licensor, its heirs, guests, successors, and assigns shall indemnify, defend, reimburse and hold harmless Licensor from and against any and all environmental damages, caused by activities conducted on the Premises by Licensee, and (i) arising from the presence of any substances, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation including petroleum or hydrocarbon based fuels such as diesel, propane or natural gas (collectively, "Hazardous

Materials) upon, about or beneath the Premises or migrating to or from the Premises, or (ii) arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Premises and any activities thereon. Licensee covenants that it shall not nor shall Licensee allow its employees, agents or independent contractors to use, trust, store or dispose of any Hazardous Materials on the Premises or the Property. (c) Licensor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Licensee from and against any and all environmental damages arising from (i) the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises, or (ii) arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Premises and any activities thereon, either of which conditions came into existence prior to the execution of this License and are solely attributable to activities conducted on the Property by Licensee.

19. **LIABILITY INSURANCE.** (a) Licensee shall carry during the term of this License, at Licensee's own cost and expense, respectively, the following insurance: (i) "All Risk" property insurance which insures Licensee's property for such property's full replacement cost; and (ii) Commercial general liability insurance with a commercial general liability endorsement having a maximum limit of liability of \$3,000,000, with a combined limit for bodily injury and/or property damage for any one occurrence, and (iii) excess/umbrella, coverage of \$3,000,000. (b) Licensee shall name the Licensor as an additional insured under Licensee's liability policy, and require Licensee's insurance company to endeavor to give at least thirty (30) days' written notice of termination or cancellation of the policy to Licensor. A certificate of such insurance, together with such endorsement as to prior written notice of termination or cancellation, shall be delivered to Licensor within thirty (30) days from the execution of this License and before the expiration of any term of such insurance from an insurance company authorized to do business in the state in which the Property is located. (c) Licensee agrees to maintain commercial general liability insurance in amounts deemed reasonably satisfactory to Licensor and which are in amounts consistent with industry practices for the business in which Licensor is engaged. Licensor shall have the right to self insure.

20. **Subrogation.** (a) In General. All insurance policies required under this License shall contain a waiver of subrogation provision under the terms of which the insurance carrier waives all of such carrier's rights to proceed against Licensor and Licensee. (b) Mutual Release. Licensor and Licensee each release the other and their respective representatives from any claims by them or any one claiming through or under them by way of subrogation or otherwise for damage to any person or to the Premises and to the fixtures, personal property, improvements and alterations in or on the Premises that are caused by or result from risks insured against under any insurance policy carried by them and required by this License, provided that such release shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies. Licensor shall be named as an additional insured on any insurance policy procured by Licensee pursuant to this License.

21. **Destruction or Condemnation.** If the whole or any substantial part of the Premises shall be taken by any public authority under the power of eminent domain, or if the whole or any substantial part of the Premises shall be destroyed by fire or other casualty, so as to interfere with Licensee's use and occupancy thereof, then this License shall come on the part to taken on the date of possession by such authority of that part or

the destruction of that part, and any unearned Fee paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of such possession, and Licensee shall have the right to terminate this License upon written notice to Licensor, which notice shall be delivered by Licensee within thirty (30) days following the date notice is received by Licensee of such taking or possession. If Licensee chooses not to terminate this License, the Fee shall be reduced or abated in proportion to the actual reduction or abatement of Licensee's use of the Premises.

22. **Default By Licensee.** The occurrence of any of the following instances shall be considered to be a default or a breach of this License by Licensee: (i) any failure of Licensee to pay the Fee or any other charge for which Licensee has the responsibility of payment under this License within ten (10) business days of the date following written notice to Licensee from Licensor of such delinquency; if being understood, however, that Licensor is obligated to provide such notice only once (1) time in each calendar year, and the second instance of the failure to pay the Fee or any other charge shall be an immediate default if not paid within ten (10) days of the date when due; (ii) any failure of Licensee to perform or observe any term, covenant, provision or condition of this License which failure is not corrected or cured by Licensee within thirty (30) days of receipt by Licensor of written notice from Licensor of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, or an involuntary petition in bankruptcy filed against Licensee which cannot be dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (iv) this License or Licensee's interest herein or Licensee's interest in the Premises are encumbered upon or attached; or (v) the imposition of any lien on the Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower or the Property and the same shall not be dismissed or otherwise removed within ten (10) business days.

23. **Remedies.** In the event of a default by Licensee under the terms of paragraph 22 of this License and after the Licensor's failure to cure such default within the time allowed the Licensor to cure such default, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, terminate this License by giving written notice to the Licensee stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of the Fee which would have otherwise been due Licensor absent a breach of the License by Licensee discounted by an annual percentage rate equal to ten percent (10%), terminate electrical power to the Equipment, and remove the Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense.

24. **Notices.** All notices or demands by or from Licensor to Licensee, or Licensee to Licensor, shall be in writing. Notices shall be effective on the day they are sent. Such notices or demands shall be mailed (U.S. mail, certified with return receipt

requested or by overnight courier service) to the other party at the following address:

Licensor: SpectraSite Communications, Inc.  
100 Regency Forest Parkway, Suite 400  
Cary, NC 27511  
Attention: Legal Department

Licensee: Milkbrook Broadcasting  
2835 East 1300 South  
Salt Lake City, UT 84111

Licensor's Billing Address:

\_\_\_\_\_  
\_\_\_\_\_  
Federal Tax ID No.: \_\_\_\_\_

25. **Emissions.** If antenna power output ("RF Emissions") are presently or hereafter become subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to Licensee's Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances. The RF Emissions requirements of Licensee shall be subordinate to any prior uses of the Tower. Similarly, the RF Emissions of users subsequent to Licensee shall become subordinate to any requirements of Licensee. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be shared equally between Licensor, Licensee, and any other users of the Tower. If said study indicates that RF Emissions at the facility do not comply with MPE limits, then Licensor, Licensee, and subsequent tenants shall immediately take any steps necessary to ensure that they are individually in compliance with such limits or that at the demand of Licensor cease operation until a maintenance program or other mitigating measures can be implemented to comply with MPE.

26. **Relocation of Tower.** Licensor may, at its election, relocate the Tower to an alternative location or property owned or leased by Licensor. Such location will (i) be at Licensor's sole cost, (ii) not result in an interruption of Licensor's communications services. Upon such relocation, the Premises covered herein shall be the new Tower and the new ground area on which the new Tower sits. At the request of either party, Licensor and Licensee shall enter into an amendment of this License, to clarify the rights of Licensee to the new Tower.

27. **Entire Agreement.** This License contains the entire agreement between the parties hereto and supersedes all previous negotiations leading thereto. This License may be modified only by an agreement in writing executed by Licensor and Licensee.

28. **Successors and Assigns.** This License shall be binding upon and inure to the benefit of the legal representatives, heirs, successors, and assigns of Licensor and Licensee. Licensee may assign all or a portion of its rights, title or interests hereunder only upon Licensor's prior written consent, which consent shall not be withheld or delayed if Licensee's proposed assignee agrees in writing to be bound hereby and maintains at the time of such assignment, as demonstrated by current financial statements

provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the current Initial Term or Renewal Term, as the case may be (or delivers to Licensor a full guaranty of such obligations by a guarantor that so demonstrates such a financial position). Any purported assignment by Licensee in violation of the terms of this License shall be void. Licensee may not sublicense all or any part of the Premises without Licensor's prior written consent. Licensee may assign its rights hereunder to any party agreeing to be bound and subject to the terms of this License.

29. **Limitation of Parties' Liability.** Neither Licensor nor Licensee shall be responsible for any incidental or consequential damages incurred resulting from (i) Licensee's use or Licensee's liability to the the Premises, or from (ii) damage to the other's equipment. If Licensor shall fail to perform or observe any terms, condition, covenant or obligation required to be performed or observed by it under this License or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Property and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensor's judgment, and that Licensor shall not be personally liable for any deficiency.

30. **Rules.** Licensor may, from time to time, establish reasonable rules relating to access to and from the Premises. Licensee agrees to comply with such rules. Such rules shall not materially impede Licensee's access rights described elsewhere in this License.

31. **Entire License.** (a) This License is governed by the laws of the State in which the Property is located. (b) If any provision of this License is invalid or unenforceable with respect to any party, the remainder of this License will not be affected and each provision of this License shall be valid and enforceable to the full extent permitted by law. (c) The prevailing party in any action or proceeding to enforce the terms of this License is entitled to receive its reasonable attorney's fees and other reasonable expenses from the non-prevailing party. (d) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach. (e) Each party executing this License acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

32. **Other Provisions:**

(a) SpectraSite reserves the right to survey the Property or portions thereof, and the legal description of the Property on the survey obtained by SpectraSite shall then become Exhibit "E", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A".

(b) Licensee agrees that upon the negotiation and acceptance of a master site agreement between Licensor and Licensee, this License shall be converted to the terms and conditions pertinent to such master site agreement which shall be further evidenced by a site agreement thereunder with respect to this specific Tower.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Tower Attachment License Agreement as of the date and year first above written.

LICENSOR:

TOWER ASSET SUB, INC., a Delaware corporation  
By: SPECTRUM SITE COMMUNICATIONS, INC.,  
a Delaware corporation as its attorney-in-fact

By: [Signature]

Name: David Harroze

Title: Vice President/Collection Sales

Date: 5-3-01

LICENSEE:

MILLCREEK BROADCASTING LLC

By: [Signature]

Name: Brian Beck

Title: Manager

Date: 5/1/01

**CONSENT TO ASSIGNMENT OF LICENSE AGREEMENT**

Millcreek Broadcasting, LLC ("Tenant") is party to a certain Tower Attachment License Agreement dated May 3, 2001 (the "Agreement"), entered into with Tower Asset Sub, Inc., by Spectra Site Communications, Inc., as its attorney-in-fact ("Landlord"). That Agreement has been utilized by Mt. Rushmore Broadcasting, Inc. ("Rushmore") in the operation of Station KVUW(FM), Wendover, Nevada (the "Station"). Tenant has requested the consent of Landlord to the assignment of the Agreement from Tenant to Laramie Mountain Broadcasting, LLC ("Mountain"). Mountain is acquiring the Station from Rushmore pursuant to an Asset Purchase Agreement, dated January 26, 2005.

By this document, the Landlord consents to the assignment of the Agreement from Tenant to Mountain.

This consent is subject to the condition that, upon the assignment, Mountain will be subject to all of the terms and conditions of such Agreement.

Landlord hereby represents that, as of April 2, 2005, Tenant is current on all payments to Landlord pursuant to the Agreement and Tenant is not in default of the Agreement.

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IN WITNESS WHEREOF, we have executed this Consent to Assignment this \_\_\_\_ day  
of April, 2005.

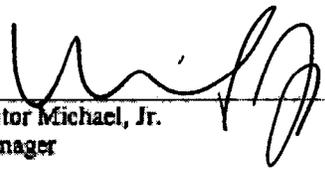
**MILLCREEK BROADCASTING, LLC**

By:   
Bruce Buzil  
Title: Manager

**TOWER ASSET SUB, INC.  
BY: SPECTRASITE COMMUNICATIONS,  
INC. as Its Attorney-in-Fact**

By: \_\_\_\_\_  
Title:

**LARAMIE MOUNTAIN BROADCASTING, INC.**

By:   
Victor Michael, Jr.  
Title: Manager

IN WITNESS WHEREOF, we have executed this Consent to Assignment this 15<sup>th</sup> day  
of April, 2005.

**MILLCREEK BROADCASTING, L.L.C**

By: \_\_\_\_\_  
Bruce Buzil  
Title: Manager

**TOWER ASSET SUB, INC.  
BY: SPECTRASITE COMMUNICATIONS,  
INC. as Its Attorney-in-Fact**

By: \_\_\_\_\_  
BRIAN DIETRICH  
Title: Sr. Vice President, Property Mgmt.

**LARAMIE MOUNTAIN BROADCASTING, INC.**

By: \_\_\_\_\_  
Victor Michael, Jr.  
Title: Manager