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RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

SALEM MEDIA OF ILLINOIS, LLC
4880 Santa Rosa Road
Camarillo, CA 93012
Attention: Jonathan L. Block

ASSIGNMENT AND ASSUMPTION OF TRANSMITTER SITE LEASE

This Assignment and Assumption of the Transmitter Site Lease ("Assignment and Assumption"), dated as of September 1, 2005, is entered into by and between **Eternal Broadcasting, LLC**, a Nebraska limited liability company ("Assignor") and **Salem Media of Illinois, LLC**, a Delaware limited liability company ("Assignee"), as assignee of **Pennsylvania Media Associates, Inc.**, a Pennsylvania corporation.

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of January 7, 2005 (the "Purchase Agreement"), pursuant to which, among other things, Assignor and Assignee have agreed that Assignor will sell and Assignee will acquire certain of the assets used or useful in the operation of radio broadcast station KCRO(AM), FCC Facility ID No. 54902, licensed to Omaha, Nebraska (the "Station"), upon the terms and conditions set forth therein.

NOW, THEREFORE, in consideration of the payment by Assignee of the Purchase Price and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, free and clear of all debts, liens, or encumbrances of any kind or nature except as to any obligation or liability of Assignor that Assignee may have expressly agreed in writing to assume and except for Permitted Liens, all of Assignor's right, title and interest in and to that certain lease agreement dated as of June 2, 2002 by and between Assignor as Lessor and VSS Catholic Communications, Inc. as Lessee ("Lessee") and its amendments with respect to certain real property located in the City of Omaha, County of Sarpy, State of Nebraska (the "Tower Lease").

2. Assignee hereby agrees to assume and to undertake to pay, satisfy or discharge the liabilities, obligations and commitments of Assignor under the Tower Lease referenced in Paragraph 1 hereof from the date hereof.

3. This Assignment and Assumption is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This

Assignment and Assumption is made without representation and warranty except as provided in and by the Purchase Agreement. This Assignment and Assumption is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.

4. Notwithstanding anything in this Assignment and Assumption to the contrary, nothing herein shall transfer, convey or assign to Assignee, and Assignor shall retain all right, title and interest in and to the Excluded Assets.

5. Each of Assignor and, by its acceptance hereof, Assignee covenants and agrees to execute such further documents and instruments and to take such additional actions as may reasonably be requested by Assignee or Assignor, as the case may be, to vest in Assignee any and all of the assets being transferred hereby and otherwise to effectuate the intent of this Assignment and Assumption.

6. Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to them in the Purchase Agreement.

7. This Assignment and Assumption may be signed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

[Remainder of page left blank. Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and assumption to be executed and delivered effective as of the date first written above.

ETERNAL BROADCASTING, LLC

By: *R.W. Chapin*
Name: Richard Chapin
Title: Member

NOTARY PUBLIC ACKNOWLEDGMENT

State of Nebraska)
County of Lancaster) ss.

On Aug 31, 2005, before me, Kristi A Cookus, a Notary Public in and for the State and County aforesaid, personally appeared Richard Chapin, personally known to me or [] proved to me on the basis of satisfactory evidence and whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal at office.



Kristi A Cookus
Notary Public

My Commission Expires: 12-10-08

SIGNATURE PAGE TO
ASSIGNMENT AND ASSUMPTION OF TRANSMITTER SITE LEASE

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and assumption to be executed and delivered effective as of the date first written above.

SALEM MEDIA OF ILLINOIS, LLC

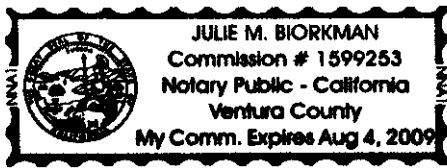
By: _____
Jonathan L. Block
Vice President and Secretary of
Salem Media Corporation, its managing member

NOTARY PUBLIC ACKNOWLEDGMENT

State of California)
) ss.
County of Ventura)

On September 1, 2005, before me, Julie M. Biorkman a Notary Public in and for the State and County aforesaid, personally appeared Jonathan L. Block, personally known to me and whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal at office.



Julie M. Biorkman
Notary Public

My Commission Expires: August 4, 2009

SIGNATURE PAGE TO
ASSIGNMENT AND ASSUMPTION OF TRANSMITTER SITE LEASE

EXHIBIT "A"

The Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska;

Also, a tract of land in the Northwest Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at a point on the line between the North Half and the South Half of Section 36, 40 rods West of the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 36; thence South 39 rods; thence West 1 rod; thence North 39 rods to the boundary line between said North and South halves of Section 36; thence East along said boundary line 1 rod to the place of beginning;

Also, the East 1 rod of the South 41 rods of the West Half of the Northwest Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska;

The foregoing real property is also legally described as follows:

A tract of land located in the Northwest Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Northwest Quarter of the Southeast Quarter of Section 36, said point also being the Southwest corner of Lot 61, Northwest Hills, a subdivision located in the Northeast Quarter of said Section 36, and also the Northwest corner of Lot 1, Ville De Sante Replat II, a subdivision located in said Southeast Quarter of Section 36; Thence South 02 degrees 37 minutes 51 seconds East (assumed bearing) along the East line of said Northwest Quarter of the Southeast Quarter of Section 36, said line also being the West line of said Lot 1, Ville De Sante Replat II, and also the West line of Lots 1 thru 4 (inclusive), Hartman Heights, a subdivision located in said Southeast Quarter of Section 36, a distance of 661.94 feet to the Southeast corner of the Northeast Quarter of said Northwest Quarter of the Southeast Quarter of Section 36; Thence South 87 degrees 16 minutes 58 seconds West along the South line of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 36, a distance of 661.68 feet to the Southwest corner of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 36; Thence South 02 degrees 41 minutes 52 seconds East along the West line of the Southeast Quarter of said Northwest Quarter of the Southeast Quarter of Section 36, a distance of 627.83 feet to a point on the North Right-of-Way line of Hartman Avenue; Thence South 87 degrees 18 minutes 31 seconds West along said North Right-of-Way line of Hartman Avenue, a distance of 16.50 feet; Thence North 02 degrees 41 minutes 52 seconds West, a distance of 1288.76 feet to a point on the North line of said Northwest Quarter of the Southeast Quarter of Section 36; Thence North 87 degrees 11 minutes 52 seconds East along the North line of said Northwest Quarter of the Southeast Quarter of Section 36, a distance of 678.95 feet to the point of beginning.



LEASE AGREEMENT

LEASE AGREEMENT (this "Lease") made as of this 9/21, 2002 by and between ETERNAL BROADCASTING, LLC, a Nebraska corporation ("Lessor"), and VSS Catholic Communications, Inc., a Nebraska corporation d/b/a KVSS ("Lessee").

In consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. (a) Lessor currently owns a Guyed, Insulated AM Radio (KCRO-AM, 660Khz) tower (the "Tower") located at 64th St. and Hartman Avenue, Omaha, Nebraska, at geographic coordinates N 41° 18' 47" Lat, W 96° 00' 36" Long (Federal Communications Commission Antenna Structure Registration #1025457) together with the right to a non-exclusive easement for access thereto, along with all utility easements, if any. Subject to the provisions set forth below in this Paragraph 1, lessee hereby leases from Lessor and Lessor hereby leases to Lessee antenna space on the Tower for placement of two (2) antennas and associated STL's, along with the exclusive use of approximately one hundred (100) square feet of space in the equipment building within which Lessee will install and maintain its equipment, together with the right to the non-exclusive easement for access thereto, along with all utility easements, if any. Lessee's antenna space, equipment space and easement rights collectively are the "Site".

(b) Notwithstanding the foregoing, the Lessor understands that the Lessee will need to file with the Federal Communications Commission (the "FCC") an application requesting the approval of the FCC for Lessee to modify their broadcast licenses and to move Lessee's transmitting facility to the premises, with such other specifications and equipment as described herein and on Exhibit A attached hereto. Until such time as the Lessee obtains FCC Approval, the Lessee will not be able to use the Site. Therefore, the Commencement Date (herein so called) of this Lease shall be that date upon which Lessee has installed its equipment on the Site following FCC Approval, but in no event to exceed ninety (90) days for Lessee to install its equipment. The 90 day period commences on the day Lessee receives from the FCC the Necessary approvals which will allow Lessee to transmit from the site. If the Commencement Date shall not have occurred by March 31, 2003 then this Agreement shall terminate.

2. (a) The Site is to be used for the installation, operation and maintenance of communications equipment, more particularly described on Exhibit A attached hereto, and for no other uses. Lessee intends to use the frequencies: 88.9 FM and LP TV 56 and Lessee may, subject to the terms and conditions of this Lease, add new frequencies with prior written notice to Lessor. Lessee may, at its own cost, conduct a Frequency Compatibility Study. Lessee shall have the right to access and conduct repair work on the Site; provided however, that Lessee gives prior notice to, and receives approval from, Lessor to ensure that power is reduced or cut off during such access as required by applicable safety requirements, laws, rules and regulations.

(b) Lessor shall have an anchor inspection made for corrosion problems at Lessor's cost. Any repairs needed for corrosion damage shall be at Lessor's cost. Lessee shall be responsible for

the measurement and ensuring that the radiation resistance of the Tower at 660 khz is maintained. In the event that the radiation resistance is modified by the installation of Lessee's antennas and associated STL's, Lessee shall be responsible for the costs of filing for a modification of the KCRO License regarding such resistance with the FCC. In the event that resistance changes, all work must be inspected regarding proper connections, integrity, iso-couplers, etc, to the reasonable satisfaction of Lessor's engineers. Lessor reserves the right of approval for all of Lessee's contractors employed for the installation, inspection, modification or maintenance prior to the commencement of work on the Tower. Lessor shall provide a base sweep of Tower's impedance needs to Lessee's engineers prior to installation of Lessee's equipment.

(c) This Agreement is contingent upon Lessee's ability, at Lessee's cost and subject to the reasonable approval of Lessor's engineers, to make changes to the tower structure to meet engineering standards as set forth in that certain letter from Calhoun Communications to Deter Tower Services dated April 6, 2002 more particularly set forth below;

- A. Complete the modifications to the KCRO tower as per Ehresmann Engineering, Option #3.
- B. Install the new Shively 6810, 3 bay FM antenna with the center of the array installed at 431 feet above ground.
- C. Install the Andrew HJ55-50, 7/8 inch air dielectric Heliac cable from the input of the Shively 6810 3 bay FM antenna to the input of the isocoupler at the base of the Tower.
- D. Install the Andrew Model Number ALP4L-HSNR-50, LPTV antenna with the bottom of the antenna installed at 492 feet above ground.
- E. Install the Andrew HJ7-50A, 1 5/8 inch air dielectric Heliac cable from the input to the Andrew LPTV antenna to the input of the isocoupler at the base of the Tower.
- F. Install the STL antenna for the KVSS FM radio station at the 150-foot level above ground. This antenna will be a Scala Model PR 950. Polarity will be given to you prior to installation.
- G. Install the Andrew Model Number LDF4-50 Heliac cable from the input to the KVSS FM radio station STL dish at the 150-foot level to the input of the isocoupler.
- H. Install the STL antenna for the LPTV station.

- I. Install the Andrew Model Number LDF4-50 Helix cable from the input to the STL antenna to the input of the isocoupler. This is at the 140-foot level above ground.
 - J. Run the coax cables into the transmitter building.
 - K. Plumb and tension the tower
3. Lessee, at Lessee's expense, shall be responsible for obtaining all licenses and permits and any and all approvals that may be required for Lessee's intended use of the Site. Lessor shall cooperate with Lessee in obtaining such approvals and licenses. Lessee may use the Site and may, with Lessor's approval, make minor alterations to it but only if such alterations do not violate any permit or approval obtained. All equipment or other property attached to or otherwise brought onto the leased Site shall be at all times considered personal property, and not fixtures. Lessee shall not allow the Tower or Lessor's property to become subject to any liens of any kind or nature and shall pay immediately, upon request, any amount secured by such lien and, in the event that Lessor chooses, in its sole discretion to pay such amount on Lessee's behalf, Lessee shall reimburse Lessor within 5 days of notice thereof for such amount. Failure to keep Tower and Lessor's property free from any liens shall be a material breach of this Lease. Lessee shall have a right to cure any such material breach of the lease by obtaining the release of the lien or a substitution of collateral within 30 days after Lessee is notified of the existence of the lien.
4. (a) During the term of this Agreement, Lessee will pay rent to Lessor for each antenna and associated STL at the rate of \$1.75 per foot of elevation on the antenna or associated STL per month to be paid on the first day of each month. Lessee will place its LPTV antenna at an elevation of 492 feet with the LPTV's STL dish at approximately 150 feet. Its FM antenna will be placed at an elevation of 431 feet with the FM's STL dish at approximately 150 feet. At the end of each year during the term the rent shall increase by an annual amount of three percent (3%).
- (b) Lessee shall pay for the electricity, telephone and any other utility it consumes in its operations at the Site at the rate charged by the servicing utility company. Lessee shall have the right to draw utilities from existing utilities on the Property or obtain separate utility services or metering from any utility company that will provide service to the Property. Lessor will cooperate with Lessee with respect to executing such documents, easements or subeasements as may be required by said utility companies to provide such services to the Site. Any easements or subeasements necessary for such utilities will be at a location acceptable to Lessor and the servicing utility company.
- (c) Lessee shall pay all taxes (excluding Lessor's income taxes), including, without limitation, sales, use and excise taxes, all fees, assessments, and any other cost or expense now or hereafter imposed by any government authority in connection with Lessee's payment to Lessor, Lessee's Equipment or Lessee's use of the Site. In addition, Lessee shall pay that portion, if any, of the personal property taxes assessed directly upon and arising from Lessee's installation

and use of its equipment on the Site. Lessee will pay to the Lessor any increase in real property taxes attributable to Lessee's Equipment. Lessee shall pay as additional rent any increase in real estate taxes levied against the Site and Lessee's Equipment attributable to the Lessee's use and occupancy of the Site. Payment shall be made by Lessee within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand. Lessee shall remain solely liable for any regulatory fee enacted by the FCC or other governmental authority attributable to Lessee's installation and use of its equipment on the Site. Lessee shall have the right to contest any tax or increase for which Lessee is liable under this lease, subject to the requirements of paragraph 3.

5. (a) Lessor or its designated representative shall have the sole right during the term of this agreement upon prior written notice to Lessee to (i) determine the location of the equipment, and approve the size, type, and quality of the equipment which may be required by Lessor from time to time (including any and all electrical connections therefore) and any replacements thereto, however, once Lessee's antennas are in place, it will not be subject to being moved, unless required and approved by the FCC, (ii) require Lessee to take whatever action is reasonably necessary to eliminate objectionable interference by Lessee's equipment with equipment of any other user of the tower. Nevertheless, it shall be Lessee's responsibility to operate Lessee's equipment in a manner that will not cause interference to Lessor or any of the other users of the Site. If Lessor requires Lessee to move its antennas for any reason other than objectionable interference, or removal for breach of this agreement, it shall be at Lessor's cost.
- (b) All operations by Lessee and Lessor shall be lawful and in compliance with all Federal Communication Commission or any other federal or state requirements including those referenced in Paragraph 10. Lessee and Lessor shall observe and be bound by the Rules, Regulations and Antenna Site Standards attached as Exhibit B. Lessor shall require all other tenants, if any to comply with the terms of this paragraph.
- (c) Lessee shall take all reasonable measures and precautions to prevent interference to systems on the site. Lessee agrees to respond to complaints of interference reasonably suspected of being produced by its system, within twenty-four (24) hours of receipt of such complaint, and, if interference is created to prior systems on the site by Lessee's equipment, Lessee agrees to promptly remedy such interference and, if necessary, to cease operations until such interference is cured. Lessee agrees to permit Lessor or an engineer of Lessor's choosing to inspect Lessee's system and equipment to ascertain the nature and extent of the complained interference. Lessor agrees not to place or permit the placement of other communications equipment which would interfere with Lessee's ability to receive and transmit its signals. Lessor shall require all other tenants, if any to comply with the terms of this paragraph. Lessor shall take all reasonable measures and precautions in the operation of its equipment on the site to prevent interference to systems on the site.
- (d) Lessor reserves the right to utilize improvements in technology or management techniques including, but not limited to, use of special antennas, combining equipment or back up power facilities which will provide for better utilization of space and capacity of both the tower and/or

the site. Lessor reserves the right to require Lessee to incorporate these improvements into its equipment or system, at Lessee's expense, in the interest of improving the site and/or tower space, capacity, efficiency and capability. Whenever the improvement is to the betterment of the entire site, Lessee shall only be liable for its prorata share of such expense. Failure of Lessee to make such improvements or pay for the cost of such improvements or modifications, shall be a default hereunder within 30 days after billing therefore.

6. (a) The Initial Term of this Agreement commences on the Commencement Date as outlined in paragraph 1 and terminates on September 30, 2007. This Agreement will automatically be renewed for an additional term (a "Renewal Term") of five (5) years ending September 30, 2012, unless Lessee provides Lessor written notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term. This Agreement will automatically be renewed for a second additional term (a "second Renewal Term") of five (5) years ending September 30, 2017, unless Lessee provides Lessor written notice of its intention not to renew not less than ninety (90) days prior to the expiration of the first Renewal Term. This Agreement will automatically be renewed for a third additional term (a "third Renewal Term") of five (5) years ending September 30, 2022, unless Lessee provides Lessor written notice of its intention not to renew not less than ninety (90) days prior to the expiration of the second Renewal Term.

(b) In the event of bankruptcy or insolvency or in the event of actions by the Federal Communications Commission, the Federal Aviation Administration, or other Federal, State or Local regulatory body which materially and adversely affect the tower operations and which cannot be remedied by Lessor using its best efforts, causing changes or interruptions in Lessor's business, or tower location, this Agreement may be terminated by Lessor by mailing written notice to Lessee. Termination shall become effective ninety (90) days after it is mailed by Lessor.

(c) If Lessee is in default of rent payment, termination shall be effective thirty (30) days following the mailing of said notice, unless such default is cured by Lessee within the 30 day period.
7. If during the term of this lease, Lessor desires to sell or transfer the real estate on which the Tower is located or the Tower itself, upon the receipt of a bona-fide offer to purchase, Lessor shall first give to Lessee a thirty (30) day right of first refusal. Lessee shall have the option to purchase the real estate, the Tower or both (whichever is offered) upon the same terms and conditions which the third party buyer would receive. The 30-day period for the notice of the right of first refusal shall commence on the receipt of the notice by the Lessee. If the terms on which the third party buyer would purchase the property change or if the third party buyer does not close within one (1) year after the end of the 30-day notice period has expired, the right of first refusal shall again be granted to Lessee.
8. If the Site becomes untenable due to damage by fire, wind, or other casualty and the equipment becomes inoperable as a result thereof, Lessor may elect: (i) if the Site cannot be restored within 120 days of such casualty, to terminate this agreement upon thirty (30) days

notice to Lessee, or (ii) to repair, restore or rehabilitate the site within one hundred twenty (120) days after the date that possession of the damaged Site can be obtained and reconstruction or repair undertaken. In the latter event this Agreement shall not terminate but the monthly rent shall be abated on a per diem basis while the site is untenable. If the election to repair, restore or rehabilitate the Site is made and such work is not substantially completed within the 120 day period, either party can terminate this Agreement as of the date of the fire or other casualty by written notice to the other party given not later than one hundred thirty (130) days after possession of the Site was obtained and reconstruction or repair was undertaken. In the event of termination of this Agreement, the monthly rent shall be apportioned on a per diem basis and paid to the date of the fire or other casualty. In no event shall Lessor have any liability for the repair or replacement of any of Lessee's equipment or other personal property at the site, nor for any incidental or consequential damages to Lessee or any of Lessee's customers as a result of the loss of service.

9. During the term of this Agreement, Lessor shall keep the leased Site and the premises in reasonable condition and repair. Upon termination or expiration of this Agreement, Lessee shall surrender the Site to Lessor, with all of Lessee's equipment removed within 30 days of such termination, and in reasonable condition except for (i) damage due to causes beyond Lessee's control or without its fault or negligence and (ii) reasonable wear and tear. Lessee agrees to reimburse Lessor for any cost to repair damage to ground or tower caused during installation or removal of Lessee's equipment within 30 days of billing therefore.
10. (a) Lessee shall provide insurance against public liability risks with limits of not less than one million dollars \$1,000,000 for single occurrence, Property Damage with limits of not less than one million dollars \$1,000,000 as a result of any one occurrence. Lessor shall be named as an additional insured on the policy or policies. Lessee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Lessee may maintain that provides for the coverages set forth herein. Each party shall maintain, and shall require its agents, contractors and subcontractors to maintain, workman's compensation insurance as required by law and shall provide proof of such insurance upon request of the other party.

(b) Each such policy and certificate shall contain an endorsement requiring thirty (30) days written notice from the insurance company to Lessor before cancellation or change in the coverage, scope or amount of such policy. Lessor may adjust coverages and limits requirements from time to time to reflect market conditions.

(c) Anything in this Agreement to the contrary notwithstanding and to the extent the following does not invalidate any insurance coverage or otherwise provide any defense to the purported coverage of any insurer, the parties hereto hereby waive any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers, and employees, for any loss or damage that may occur to the site or any improvements thereon by reason of fire, the elements, or any other cause which is insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, and employees, and for which insurance proceeds sufficient to compensate the party for such loss or damage are actually obtained.

11. (a) Lessor warrants and represents that: (i) It has not, and has no knowledge of any other person that has, caused any Release, threatened Release, or disposal of any Hazardous Material at the Site; (ii) It has used no material quantity of any Hazardous Material at the Site and has conducted no Hazardous Material Activity at the Site; (iii) It has no notice or knowledge of any Environmental Claim involving the Site.

(b) Lessee warrants and represents that: (i) Subject to the provisions of Paragraph 1, it has obtained all governmental approvals required for its intended operations at the Site by any applicable Environmental Law; (ii) It intends to use no material quantity of any Hazardous Material and conduct no Hazardous Material Activity at the Site.

(c) Each party shall: (i) Comply in all material respects with any applicable Environmental Law; (ii) Expediently cure at its expense and to the reasonable satisfaction of the other party any material violation of Environmental Laws at the Site which it causes or which constitutes a breach of its undertakings hereunder; (iii) Not manufacture, use, generate, transport, treat, store, release, dispose of, or handle any Hazardous Material on the Site, nor permit others to do any of the foregoing, except with the written permission of the other party and in compliance with applicable Environmental Laws; (iv) Remove from the Site at its expense by the termination date of this Agreement any Hazardous Materials or equipment to manufacture, generate, transmit, treat, store, Release, dispose of, or handle any Hazardous Material used by Lessee including any storage tank; (v) Comply with any and all Federal or State Radio Frequency Electromagnetic Fields Emissions Guidelines or requirements including but not limited to CEM Bulletin 65 Edition 97-01 as the same may be amended, supplemented, revised, modified or interpreted from time to time and any successor thereto.

(d) Each party shall indemnify, hold harmless, and hereby waives any claim for contribution against, the other for any damage, loss, claim or expense to the extent the same arises from the inaccuracy or breach of any representation or warranty, or breach of any covenant, in this Paragraph 10 by such party. These indemnifications and waivers shall be binding upon successors and assigns of Lessor and Lessee and to the benefit of Lessor, Lessee, their directors, officers, employees and agents, and their respective successors and assigns.

(e) For purposes of this paragraph 11, the capitalized terms listed below shall have the meanings indicated. (i) "Environmental Claim" shall mean any investigation, notice, violation, demand, action, judgment, order, consent decree, penalty, fine, or claim (whether administrative or judicial) arising pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law. (ii) "Environmental Law" shall mean any current or future legal requirement pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the management, possession, use, generation, transportation, treatment, storage, disposal, release, threatened, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material, or (c) pollution, and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, Solid Waste Disposal Act, as amended, Federal Water Pollution Control Act, as amended, Clean Air Act of 1966, as amended, and any amendment, rule, regulation, order, or

directive issued thereunder. (iii) "Hazardous Material" shall mean any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic, and includes, without limitation, (a) asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as hazardous" or "toxic" pursuant to any Environmental Law. (iv) "Hazardous Material Activity" shall mean any activity, event, or occurrence involving a Hazardous Material, including, without limitation, the manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, handling of or corrective or response action to any Hazardous Material (v) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Material.

12. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made by reliable overnight courier or by Certified Mail, return receipt, in a sealed envelope, postage prepaid, addressed to Lessor or Lessee at the address provided on the signature page. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Post Office or on the day following delivery to the overnight courier, provided that it is actually delivered to the other party or the delivery of the notice is refused by the other party. Lessee or Lessor may from time to time designate any other address for this purpose by written notice to the other party.
13. Failure or delay on the part of either party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.
14. This document constitutes the entire Agreement of the parties thereto and shall supersede all prior offers, negotiations and agreements.
15. This lease is assignable with approval of Lessor, which approval shall not be unreasonably withheld or delayed. The Lessor hereby agrees that in connection with financing arrangements the Lessee shall have the right to collaterally assign its rights, titles and interests arising under this Lease and the Lessee will grant a security interest in the Lessee's tangible personal property located on the Site to a third party Lender (herein so called), so long as the third party Lender does not remove any of Lessee's tangible personal property located on the Site without the written approval of the Lessor and that Lessee is not in default under this agreement. If Lessee is in default under this agreement, the third party Lender will have the opportunity to cure such default, prior to receiving Lessor's written approval to remove the tangible personal property located at the site. Lessor agrees to execute and deliver such instruments and agreements as reasonably requested by the Lender to confirm the Lender's rights, as a creditor, in the Lessee's rights under this Lease and Lessee's tangible personal property.
16. If any party to this agreement shall ever be required to file a law suit or institute other legal action against any other party hereto based upon this Agreement, then the prevailing party shall

be entitled to recover reasonable attorney's fees and court costs incurred with respect to such law suit or other legal action from the non-prevailing party.

17. No revision of this Agreement shall be valid unless made in writing and signed by an officer of Lessee and an officer of Lessor.
18. Monthly rent begins on the Commencement Date as outlined in paragraph 1. Rent to be prorated for the month in which the Commencement Date falls if it occurs after the first day of the month. If the commencement date of this lease is not the first day of a month, then the first lease year shall include the fractional month in which the commencement date falls and the succeeding 12 calendar months.
19. Lessor and Lessee agree that within 10 days of receiving a request from the other, they will provide an Estoppel Agreement confirming, among other things, (if and to the extent then true) that: (1) this agreement remains in full force and effect and (2) there exists no defaults hereunder or any circumstances that with the giving of notice or passage of time or both might constitute a default hereunder and (3) there exists no offsets, counterclaims or other adjustments in favor of the party requesting the Estoppel Agreement under this Agreement.
20. This Agreement shall be governed by the Laws of the State of Nebraska.

Dated as of the day and year above first written.

LESSEE:

VSS CATHOLIC COMMUNICATIONS, INC.
d/b/a KVSS
5829 No. 60th St.
Omaha, NE 68104

LESSOR:

ETERNAL BROADCASTING, LLC
751 Wells Fargo Center
Lincoln, NE 68508

By: James A. Taphoan
Name: JAMES A. TAPHOAN
Title: PRESIDENT

By: Dean Sorenson
Name: Dean Sorenson
Title: Member

**EXHIBIT A
TO
STANDARD LEASE AGREEMENT
DATED AS OF _____
BETWEEN**

**VSS Catholic Communications, Inc.
AND
Eternal Broadcasting, LLC**

- to be supplied by Lessee within one month of the date of this agreement and approved by both parties.

EXHIBIT B

KVSS

RULES, REGULATIONS AND ANTENNA SITE STANDARDS

1. **Pre-installation Requirements.** Except as specifically authorized in writing by Lessor, RF Devices external to the station cabinet are not permitted. The station cabinet shall be of sufficient size to house duplexers, cavities, isolators, etc.
2. **Installation and Operation**
 - 2.1 Lessee shall operate its equipment in conformance with the applicable requirements of the Federal Communications Commission, or other governmental agency having jurisdiction, and shall post its license on its station equipment in a conspicuous place to be clearly visible. Lessee will also provide Lessor with a copy of its license. Lessee shall provide the 24 hour/7 day a week telephone number of its technical service personnel to Lessor.
 - 2.2 Installation of station equipment shall be accomplished in a professional manner using good engineering practice and quality craftsmanship.
 - 2.3 Once installation is completed, equipment and antennas may not be moved without prior authorization from the Lessor. Equipment must be placed at the agreed upon location; in the event this is not possible, the Lessor must be contacted prior to proceeding with the installation.
 - 2.4 All stations shall obtain power from the AC receptacles provided. Under **NO** circumstances is one station to be plugged into the accessory outlet of another station. Where ground busses are provided, the station shall be connected to them.
 - 2.5 All protective devices, duplexers, isolators, cavities, etc., shall be mounted inside the cabinets unless otherwise required or agreed by engineers for both parties.
 - 2.6 Telephone lines and equipment used in connection with radio stations shall be connected, at the sole cost of Lessee.
 - 2.7 Antennas and transmission lines shall be installed only by contractors approved by Lessor. **LESSEE SHALL NOT CLIMB THE TOWER FOR PURPOSES OF INSTALLATION OR MAINTENANCE WITHOUT WRITTEN PERMISSION OF LESSOR.**
 - 2.8 Transmission line shall be attached to inside of the tower using grounding kits provided by the transmission line manufacturer at the antenna side arm as it starts its run down the tower center, every forty feet down the tower center and again at a point where it starts its

horizontal run into the equipment shelter. A lightning arrestor must be used in the transmission line.

- 2.9 All antennas on the tower must have an ID tag with the owner of the antenna.
- 2.10 Transmission lines installed on the tower must be installed in the location specified by the lessor, which may include bundling the transmission line with other transmission lines already installed on the tower

3 Community Repeater or Shared User Equipment Maintenance

- 3.1 Stations shall be maintained to manufacturer performance specifications at all times.
- 3.2 All repeaters shall have ID tags for each customer presently using the repeater. If a customer is removed from service, his ID tag is to be removed at that time. All ID tags shall be legible and neatly affixed to the front of the cabinet. The tag must show his name, call sign and PL code.
- 3.3 The station shall be maintained in accordance with current industry-wide maintenance standards.
- 3.4 A list of PL/DPL codes presently in use in a repeater shall be noted on the equipment.

4 Lessee Owned and Operated Equipment Maintenance

- 4.1 Equipment at the site shall be properly maintained. The equipment shall not be allowed to degrade to a level of disrepair such that it becomes a source of interference, violation of Federal RF Emission Guidelines or a life or property hazard.
- 4.2 Protective devices, shields, isolators, filters, etc., shall remain in place at all times when the station is operating.
- 4.3 Cabinets shall be kept intact at all times. All doors shall be closed and locked.
- 4.4 AC power will be removed from any station deemed to be creating interference or a life or property hazard due to improper maintenance.
- 4.5 Station speaker monitors shall be turned off when equipment is in normal operation.

5 Use of the Site Telephone. The site telephone is available for Lessee's use under the following guidelines:

- Local call may be made as needed.

horizontal run into the equipment shelter. A lightning arrestor must be used in the transmission line.

- 2.9 All antennas on the tower must have an ID tag with the owner of the antenna.
- 2.10 Transmission lines installed on the tower must be installed in the location specified by the lessor, which may include bundling the transmission line with other transmission lines already installed on the tower

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- 4.4 AC power will be removed from any station deemed to be creating interference or a life or property hazard due to improper maintenance.
- 4.5 Station speaker monitors shall be turned off when equipment is in normal operation.

5 Use of the Site Telephone. The site telephone is available for Lessee's use under the following guidelines:

- Local call may be made as needed.

Toll call may be made only if billed to a credit card, bill to number, third party, collect, etc.

6 Lessor's Equipment

- 6.1 Lessor's equipment, such as, but not limited to, transmitters, receivers, and processing equipment located in the equipment shelter or on the tower, shall not be adjusted, tuned, manipulated or altered in any way whatsoever without the prior written consent of Lessor.

7 Frequency or Power Output Change

- 7.1 Lessee may not change its frequency or power output without prior written authorization from Lessor. A frequency compatibility study must be performed prior to any frequency change, at the cost to the Lessee.

8. Contractors and Consultants


- 8.1 All contractors, consultants and similar parties who perform work on the Tower shall be subject to the reasonable approval of Lessor, prior to commencement or any work or installation.

9. A Gentner Remote Control Unit will be installed in the KVSS equipment rack.
10. A tip and ring phone will be installed near the KVSS equipment.
11. A private electrical meter will be installed inline to measure KVSS electricity usage.
12. The modifications to the KCRO tower as per Ehresmann Engineering, Option #3 will be installed on the KCRO tower.

The parties hereby agree to Exhibit A and provide approval below.

LESSEE:

VSS CATHOLIC COMMUNICATIONS, INC.
d/b/a KVSS
5829 North 60th Street
Omaha, NE 68104

By: 
Name: JAMES M. CARROLL
Title: Secretary & Managing Director

LESSOR:

ETERNAL BROADCASTING,LLC
1248 O Street #751
Lincoln, NE 68508

By: _____
Name: _____
Title: _____

KVSS

Your Catholic Radio Station • 88.9FM

Board of Directors And Officers

Jim Taphorn
President & Treasurer

C. Stephen Hruby
Vice-President

Jim Carroll
Managing Director
& Secretary

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Timothy L. Slattery, Jr.

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Charlie Wieser

Legal Counsel

William J. Lindsay, Jr.

Staff Members

Jim Carroll
General Manager

CeCe Carlson
Office Manager

John J. Lillis
Program Director

Jamea Freeman
Production Director

Joseph P. Worthing
Director of Development,
Marketing & Public Relations

Jenny Leuschen
Administrative Secretary

5829 North 60th Street
Omaha, NE 68104-1140
(402) 571-0200 FAX (402) 571-0833
www.kvss.com kvss@kvss.com

October 21, 2002

Mr. Dick Chapin
Eternal Broadcasting, LLC
1248 O Street #751
Lincoln, NE 68508

Dear Dick:

As we have previously discussed, the lease agreement between Eternal Broadcasting, L.L.C. as the Lessor and VSS Catholic Communications, Inc., as Lessee dated June 21, 2002 needs to be amended to reflect the changes that have occurred. The amendment is stated in this letter. The lease is in force except as we change it by this letter. If this amendment is acceptable to your organization, please sign this letter and this letter itself will be the amendment to the lease. Please return a signed copy of the amendment to me for my files.

A. There will be only one (1) antenna for FM broadcasting placed onto the tower by Lessee. Lessee may operate the FM broadcasting from this tower. There will be no television broadcasting from this tower by Lessee and no television antenna placed onto this tower by Lessee. The amount of space in the equipment building will remain the same. There will be no associated STL for FM broadcasting or LPTV broadcasting. The broadcasting frequency will be 88.9 FM only. LPTV 50 will not be broadcast from this antenna.

B. Paragraph 2(c) is changed to read as below:

This Agreement is contingent upon Lessee's ability, at Lessee's cost and subject to the reasonable approval of Lessor's engineers, to make changes to the tower structure to meet engineering standards as set forth below;

1. Complete the modifications to the KCRO tower as per Ehresmann Engineering, Option #3.
2. Install the new Shively 6810, 3 bay FM antenna with radomes and "O" rings. The center of the array will be 431 feet above ground.
3. Install braid every 24 inches from the inner bay of the FM antenna to the tower leg of the AM tower. The place where the braid and hose clamp attach, the paint has to be removed for better connection.
4. Install the Andrew HJ7-50, 1 5/8 inch air dielectric

Veni, Sancte Spiritus † Come, Holy Spirit

Heliac cable from the input of the Shively 6810 3 bay FM antenna with radomes to the input of the isocoupler at the base of the tower with "O" rings.

5. Install 10 grounding kits on the Andrew HJ7-50, 1 5/8 inch air dielectric cable. The place where the grounding kits are attached to the tower, the paint has to be removed for better connection.

6. Fabricate a mount for the FM isocoupler and install it next to the tower in line with the FM transmission line.

7. Install a 1 5/8 inch gas pass connector on a piece of HJ7-50 Heliac cable and attach it to the FM isocoupler input with "O" ring.

8. Run the coax cables into the transmitter building.

9. Install the 1 5/8 inch gas stop connector with "O" ring on the HJ7-50 Heliac cable end at the FM transmitter.

10. Install a ground on the isocoupler.

11. Install a ground on the HJ7-50 Heliac cable between the input of the isocoupler to the output of the FM antenna.

12. Plumb and tension the tower.

C. Paragraph 4, section a, is changed to read as below:

(a) During the term of this Agreement, Lessee will pay rent to Lessor for each antenna at the rate of \$2.75 per foot of elevation on the antenna per month to be paid on the first day of each month. At an unspecified time in the future, the Lessee may install a FM STL dish at approximately 150 feet at the rate of \$1.75 per foot. At the end of each year during the term the rent shall increase by an annual amount of three percent (3%).

VSS CATHOLIC COMMUNICATIONS, INC
d/b/a KVSS

By:


James Carroll, Secretary & Managing Director

This amendment is accepted on OCTOBER 21, 2002.

ETERNAL BROADCASTING, LLC

By:

Name:

Title:

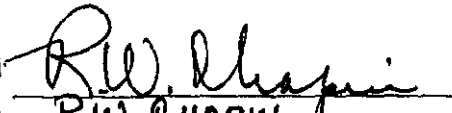

R.W. CHAOU
Vice Pres.

EXHIBIT A
TO
STANDARD LEASE AGREEMENT
DATED AS OF October 17, 2002
BETWEEN

VSS Catholic Communications, Inc.
AND
Eternal Broadcasting, LLC

The following equipment will be installed at the lessor site by lessee:

1. Shively 6810, 3 bay FM antenna with radomes and "O" rings with the center of the array installed at 431 feet above ground.
2. Andrew HJ7-50, 1 5/8 inch air dielectric Heliac cable from the input of the Shively 6810, 3 bay FM antenna with radomes to the input of the isocoupler at the base of the Tower.

Note: The Andrew HJ7-50, 1 5/8 inch air dielectric Heliac cable will have 10 ground straps attached between the transmission line and the tower.

The FM isocoupler will be installed at the base of the tower using a pipe mount. This unit will not be installed in an equipment rack.

3. Crown Model Number FM2000A FM transmitter and Crown Exciter. These units will be installed in the KVSS equipment rack.
4. The Orban Optimod Model Number 2200A will be installed in the KVSS equipment rack.
5. The Bird 3126A Watcher will be installed in the equipment rack.

Note: The Bird Watcher has a line section that is attached to the Andrew HJ7-50, 1 5/8 inch air dielectric Heliac cable and the panel instrument part of the Watcher is installed in the equipment rack.

6. The termination equipment for the equalized telephone lines will be installed in the equipment rack.
7. The electrical disconnects for the FM transmitter and equipment rack will be mounted on the wall of the KCRO transmitter building.
8. Three inch ground strap will be installed to the FM transmitter and equipment rack. The ground strap will be attached to the transmitter building ground.

Mr. Paul Rehm
KCRO Radio
3615 Dodge Street
Omaha, NE. 68131

RE: Maintenance on 500ft. Broadcast Tower

The following is the report on your tower located near 63rd & and Crown Point in Omaha, NE.

The information was collected on 10/28/01. The work consisted of relamping the Tower, checking the tension on the Guy Wires, and inspection of the Tower.

1. Replaced all Beacon, and Side Marker lamps, and tested the lighting system.
2. Paint is flaking of the tower in places the full height of tower. We estimate that 45% of the paint is missing.
3. Structure: The Tower is sound, no rust, no cracks, or broken welds. The tower stands straight, and plumb.
4. On the side marker lamps and lighting conduit go up the tower there are several locations where the clamps or straps are loose. These problems should be addressed in the future. (The next tower inspection or relamp project).
5. The top SW marker light has the porcelain bulb socket cracked.

TENSION ON GUY WIRES

The Tension was tested with the temperature at 66 degrees. Tension numbers are in Lbs. and are from top to bottom.

	North Anchor	SW Anchor	SE Anchor
1.	1600	1600	1550
2.	1600	1600	1600
3.	1400	1450	1450
4.	1100	1300	1200
5.	1200	1400	1200
6.	1200	1250	1100
7.	1200	1250	1200
8.	1200	1200	1225

There is not a need to adjust the Guy Wires at this time.


Randy T. Koch
Media Integrators