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LANDLORD'S CONSENT TO ENCUMBRANCE AND WAIVER AGREEMENT

This Landlord's Consent to Encumbrance and Waiver Agreement, entered into as of the 22nd day of January, 1991 by and between AT&T COMMERCIAL FINANCE CORPORATION, a Delaware corporation, (hereinafter "Lender"), ROOSEVELT HOLDINGS, INC., a Colorado corporation, (hereinafter "Lessor") and TATE COMMUNICATIONS, INC., a Florida corporation (hereinafter "Lessee") as assignee of Marathon Communications, Inc. ("Marathon") pursuant to a certain Lease Agreement dated March 13, 1989 between Lessor and Marathon, and subsequently assigned to the Lessee (hereinafter the "Lease") pertaining to the property described as follows (hereinafter the "Premises"):

Space atop a radio broadcasting tower, more specifically designated on Exhibit A, located on the roof of the Terminal Building, 10th and "O" Streets, Lincoln, Nebraska which is located on real estate described as Lots A, B, C, G and H of County Clerk's Subdivision of Lots 1, 2, 3, 4, 5 and 6, Block 54, Original Plat of Lincoln, Lancaster County, Nebraska.

1. Lessor hereby consents to Lessee's assignment and encumbrance of Lessee's leasehold interest by a Collateral Assignment of Lease (hereinafter the "Collateral Agreement") in favor of Lender to secure payment of a \$3,250,000 Secured Promissory Note, a \$300,000 Secured Promissory Note, a \$375,000 Secured Time Note and a \$93,750 Secured Accrued Interest Note, each dated June 21, 1989 and delivered by Lessee to PacifiCorp Credit, Inc. and subsequently assigned to the Lender, along with a \$1,070,000 Secured Term Note, a \$630,000 Secured Time Note and a \$189,000 Secured Grid Note, each dated July 3, 1990, executed and delivered by Lessee to Lender, and other obligations set forth in the Collateral Agreement.

2. Lessor and Lessee affirm that as of the date of this Consent, the Lease is in full force.

3. (a) An assignment to the Lender of the interest of Lessee under the Lease upon the terms of the Collateral Agreement (i) by judicial or non-judicial foreclosure, or (ii) by assignment in lieu of foreclosure, may be made without the further consent of Lessor.

(b) Any subsequent assignment of the Lease after the assignment provided for in (a) above, may be made only with the written consent of Lessor.

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(c) In the event the Lender acquires the Lease as provided for in (a) above, the Lender agrees to pay the Lessor rent for any period the Lender remains on and in possession of the Premises pursuant to and at the periodic rental rate provided in the Lease.

4. Lessor may terminate the Lease or any sublease on the Premises because of any default or breach thereunder on the part of Lessee or sublessee upon giving the Lender written notice of Lessor's intention to terminate the Lease at least thirty (30) days in advance of the proposed effective date of such termination and may thereafter terminate the Lease and or sublease if the Lender within thirty (30) days after service of said written notice on Lender by Lessor of Lessor's intention so to terminate:

(a) Does not cure the default or breach if it can be cured by the payment or expenditure of money provided to be paid under the terms of the Lease or sublease, or if the default or breach is not so curable, commences and thereafter diligently pursues to completion, steps and proceedings to foreclose on the leasehold covered by the Collateral Agreement; and

(b) Does not keep and perform all of the covenants and conditions of the Lease or sublease requiring the payment or expenditure of money by Lessee or sublessee.

Any notice to Lender provided for in this paragraph may be given concurrently with or after the notice of default to Lessee or sublessee, as provided for in the Lease.

5. The Lessee will not amend or terminate the Lease without the prior written consent of the Lender, which consent will not be unreasonably withheld.

6. Lessor hereby waives each and every right which the Lessor may now have under the laws of the State of Nebraska or by the terms of any lease now in effect or hereafter executed, to obtain a lien on, or to claim or assert title to any fixtures or personal property of Lessee that may constitute a part of the leasehold improvements as security for any liability of Lessee that arises, accrues, or is the subject of legal action while the Collateral Agreement is in existence. Lessor hereby consents to the installation or affixation to the Premises of equipment now or hereafter constituting collateral for Lessee's indebtedness, and disclaims any right or title in said equipment by reason of such installation or affixation; provided, however, that Lessor shall be indemnified by the Lessee for any damages or injuries of any nature whatsoever incurred by Lessor by virtue of such installation.

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7. Neither bankruptcy, insolvency, nor the appointment of a receiver or trustee shall be a condition of default or otherwise affect the Lease so long as the obligations of Lessee are being performed by Lessee, Lender, or the successors in interest of any of them.

8. Lender or its assigns or agents may remove equipment or other assets constituting collateral for Lessee's obligations and indebtedness to Lender in accordance with Lender's agreements with Lessee. Upon such removal Lender will repair any damage to the Premises caused thereby. Lessor agrees that it will grant Lender the right of entry at any reasonable time to remove said equipment or collateral from the Premises. Both Lessee and Lender indemnify, save and hold Lessor harmless from and against any damages caused by virtue of such removal by Lender.

9. In the event that any of the provisions, terms, and conditions hereof are ambiguous with respect to or conflict with any of the terms and provisions of the Lease, any other amendments thereto, or any other documents executed in connection therewith, the provisions, terms, and conditions of this Consent shall control.

10. Lender may, without affecting the validity or enforceability of this Agreement, extend the times of payment of Lessee's indebtedness or obligations without the consent of, or notice to, Lessor.

11. Lessor represents and warrants that Lessor is the sole and exclusive owner of the Premises; and Lessor further represents and warrants that it has full authority to enter into and fully perform under the terms of this Agreement.

12. Lessee shall give Lender prompt written notice of any arbitration or legal proceedings between Lessor and Lessee involving obligations under the Lease. Lender shall have the right to intervene in any such proceedings and be made a party to such proceedings; and the parties hereto do hereby consent to such intervention. In addition Lessee agrees to provide to Lender a copy of any and all notices between Lessor and Lessee, at the same time said notice is being sent by said Lessor or Lessee.

13. Should Lender acquire the leasehold estate of Lessee, Lender shall succeed to the rights of Lessee, if any, in and to all rights of first refusal, options to purchase the property, rights of reimbursement, rights to extend the Lease, rights to elect between alternative provisions of the Lease, and all other rights of, or accorded to, Lessee in and by virtue of the Lease.

14. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after being sent by overnight delivery mail to the party to whom notice is to be given and properly addressed as follows:

LESSOR:

Roosevelt Holdings, Inc.  
941 "O" Street  
Suite 110  
Lincoln, Nebraska 68508  
Attn: William Waddell

LESSEE:

Tate Communications, Inc.  
3301 South Expressway 83  
Harlingen, Texas 78551  
Attn: Harvey J. Tate, President

LENDER:

AT&T Commercial Finance Corporation  
P.O. Box 468417  
Atlanta, Georgia 30346  
Attn: Stephen J. Turpin, Jr.,  
Vice President, Media Finance Group

with a copy to:

AT&T Commercial Finance Corporation  
44 Whippany Road  
Morristown, New Jersey 07960  
Attn: Chief Counsel

and a copy to:

Andrew J. Chlebus, Esq.  
Edwards & Angell  
2700 Hospital Trust Tower  
Providence, Rhode Island 02903

Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

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15. The undersigned hereby certify that they are authorized to sign this Agreement and that all actions necessary to authorize the execution to this Agreement by the undersigned have been taken, including if necessary, appropriate resolutions approved by the Board of Directors of each of the entities.

16. The terms of this Agreement are severable, and should any provision be declared invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be impaired.

17. In the foregoing Consent, the masculine gender includes feminine and neuter, and the singular number includes the plural, whenever the context so requires. The terms hereof shall inure to the benefit of and be binding upon the parties, their successors and assigns.

Dated: January 22, 1990

LESSOR:

ROOSEVELT HOLDINGS, INC.

By: Richard A. Kelly  
Title: VIC PRESIDENT

LESSEE:

TATE COMMUNICATIONS, INC.

By: Hester  
Title: Pres.

LENDER:

AT&T COMMERCIAL FINANCE CORPORATION

By: Ronald J. Spando  
Title: Group Portfolio Mgr.

STATE OF Colorado  
COUNTY OF Denver

This instrument was acknowledged before me on 22nd January  
1991 by Richard A. Schreck, of Roosevelt Holdings,  
a Colorado corporation, on behalf  
of said corporation.

Carol J. Okerlund  
Notary Public

My commission expires 10/2/92

STATE OF Texas  
COUNTY OF Dallas

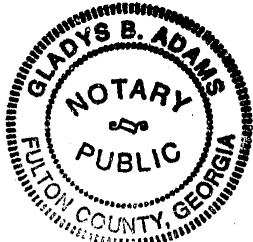
This instrument was acknowledged before me  
on 20th January, 1991 by Harvey J. Tate of Tate  
Communications, Inc., a Florida corporation, on behalf of said  
corporation.

Richardson  
Notary Public

My commission expires:

STATE OF GEORGIA  
COUNTY OF Fulton

This instrument was acknowledged before me  
on FEBRUARY 6, 1991  
by ROSS T. SECUNDA of AT&T Commercial Finance  
Corporation, a Delaware corporation, on behalf of said corporation.



Notary Public, Fulton County, Georgia  
My Commission Expires Oct. 25, 1994

Gladys B. Adams  
Notary Public

My commission expires:

LANCASTER COUNTY, NEBR.

Dan J. Jels

REGISTER OF DEEDS

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