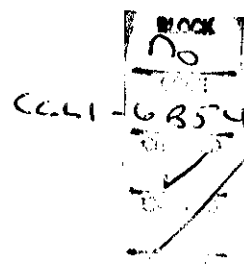


INST. NO 97

MAY 27 9 16 AM '97

019708

C69106  
5750ASSIGNMENT

IN CONSIDERATION of one dollar and other good and valuable consideration, **Rock Steady, Inc.**, a Nebraska corporation, hereby assigns all its right, title, and interest in and to its Lease of a broadcast tower located upon the roof of the Terminal Building, 10th and "O" Streets, Lincoln, Lancaster County, Nebraska, a copy of which Lease is attached hereto and marked Exhibit "A" and made a part hereof as though fully set out herein, to **Triathlon Broadcasting of Lincoln, Inc.**, a Delaware corporation. Said Terminal Building is located upon the following described real estate:

G  
Lots A, B, C, ~~D~~ 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.

DATED this 12 day of June, 1996.

**ROCK STEADY, INC.**, a Corporation

By:

Darin M. Krueger

**DARIN M. KRUEGER**, Attorney-In-Fact  
for Kimberly J. Krueger, President.

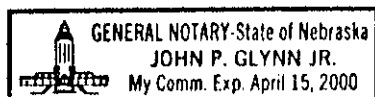
STATE OF NEBRASKA )

) ss. witness

COUNTY OF LANCASTER )

Kimberly J. Krueger  
President (6/13/96)

The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of June, 1996, by **Darin M. Krueger** as Attorney-in-Fact for Kimberly J. Krueger as President, Director and Stockholder of Rock Steady, Inc., a Nebraska corporation, on behalf of the corporation.



John P. Glynn Jr.  
Notary Public

ACCEPTANCE

**COMES NOW**, **Triathlon Broadcasting of Lincoln, Inc.**, a Delaware Corporation, Assignee, and hereby accepts the above assignment.

**TRIATHLON BROADCASTING OF LINCOLN, INC.**, A Delaware Corporation.

By:

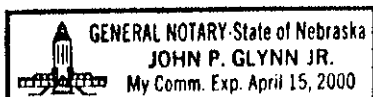
Norman Feuer  
**NORMAN FEUER**, Its President.

STATE OF NEBRASKA )

) ss.

COUNTY OF LANCASTER )

The foregoing Acceptance was acknowledged before me on this 13<sup>th</sup> day of June, 1996, by **Norman Feuer**, President of Triathlon Broadcasting of Lincoln, Inc., a Delaware corporation on behalf of the corporation.



John P. Glynn Jr.  
Notary Public

**CONSENT TO ASSIGNMENT**

COMES NOW, Roosevelt Holdings, Inc., a corporation, Lessor, and hereby consents to the above Assignment of Lease subject to all conditions of the existing lease for aforesaid broadcast tower originally dated March 13, 1989.

**ROOSEVELT HOLDINGS, INC., a Corporation.**

BY: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing Consent to Assignment, was acknowledged before me on this 14<sup>th</sup> day of June, 1996, by Robert J. Jacobs, Vice President of Roosevelt Holdings, Inc., a corporation, on behalf of the corporation.

Anna McLean  
Notary Public  
commission expires 5/2/2000

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is made and entered into this 13<sup>th</sup> day of April '89 by and between Roosevelt Holdings, Inc. ("Roosevelt") and Marathon Communications, Inc. ("Tenant").

WITNESSETH:

In consideration of the sums paid and to be paid as hereinafter set forth, the mutual promises hereinafter made and given and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, they agree as follows:

1. Roosevelt owns the radio broadcasting tower located on the roof of the Terminal Building, 10th and "O" Streets, Lincoln, Nebraska, which is located upon the following described real estate:

Lots A, B, C, <sup>G</sup>~~D~~, 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.

2. Subject to the other terms and conditions of this agreement, including those concerning the payment of rent, Roosevelt hereby grants to Tenant the right to maintain:

Two 3 foot transmitter dishes and a 3' STL dish  
and two 3 foot coaxial line transmitter dishes  
located between the 120' and 140' level of the tower,

(as measured from the base of the tower), all as shown on Exhibit "A" attached, for a period of ten years or unless this right of use is terminated as set forth in this Lease Agreement. All

antennae and meter connected coaxial cable will be provided and installed by Tenant at its sole cost and expense. Tenant will have access to its own electrical panel and meter and shall be responsible for payment of all electricity in conjunction with this panel and meter.

Tenant shall have access to its broadcast transmitter in the transmitter room located on the tenth floor of the Terminal Building.

3. Roosevelt agrees to notify Tenant of any other proposed lessee/user which will utilize the tower and the broadcast frequency, power and frequency of use of such other user of such tower at least two weeks prior to entering into a lease for space on the tower and to take such precautions as Tenant may reasonably request to avoid interference with the operation of Tenant's equipment by other lessees/users. Tenant agrees to notify Roosevelt of its broadcast frequencies, power and frequency of use and not to change or modify the same except with the prior written approval of Roosevelt, which consent shall not be unreasonably withheld.

Upon entering this agreement, Tenant warrants that it has been provided the radio frequencies and other pertinent information about tenants currently using said tower and has satisfied itself and that Tenant's broadcasting frequencies will not interfere with existing tower tenants and existing tower tenants will not interfere with Tenant's broadcasting

frequencies. Furthermore, Tenant hereby waives any and all claims against Landlord should Tenant suffer any damage because of its failure to protect itself as required in this section.

4. Tenant (or its agents) has inspected the tower and has determined to its own satisfaction that the tower is presently structurally sound and suitable for its purposes. Roosevelt disclaims any and all warranties, express or implied, as to the construction, condition, structural integrity or fitness for purpose of said tower and leases the same to Tenant "as is", except that Roosevelt agrees to repaint said tower.

Tenant warrants and represents that it is duly authorized and has taken all corporate action necessary to execute and deliver this Agreement.

5. Tenant shall have access to its facilities 24 hours per day, seven days per week.

6. This Agreement may not be assigned by Tenant except with the prior written consent of Roosevelt which shall not be unreasonably withheld or delayed, provided, however, that this lease may be assigned by Tenant without consent to any party who is the successor to Tenant as FCC license holder for radio station KHAT.

*April 1, 1989 BSW*  
7. Commencing ~~March 1~~, 1989 and on the first day of each month thereafter during the term of this Agreement, Tenant shall pay to Roosevelt the sum of \$600.00 per month, in advance, without notice or demand, as rent for the right granted in

paragraph 2 above to Tenant to maintain its antennae on the tower. This amount will increase at a rate of three percent (3%)

each year creating a payment schedule as follows:

Year 1:	\$600.00 per month
Year 2:	\$618.00 per month
Year 3:	\$636.54 per month
Year 4:	\$655.63 per month
Year 5:	\$675.29 per month
Year 6:	\$695.54 per month
Year 7:	\$716.40 per month
Year 8:	\$737.89 per month
Year 9:	\$760.02 per month
Year 10:	\$782.82 per month

8. Tenant will have the option to add (2) additional 3 foot transmitter dishes to the tower. The exact location of the additional dishes will be mutually agreed by Roosevelt and tenant.

In the event Tenant exercises this option and providing space is available to accomodate said expansion the payment schedule set forth in paragraph "7" above will be deleted and the following schedule will become effective upon the date the additional equipment is installed.

Year 1:	\$1,200.00 per month
Year 2:	\$1,236.00 per month
Year 3:	\$1,273.08 per month
Year 4:	\$1,311.26 per month
Year 5:	\$1,350.58 per month
Year 6:	\$1,391.08 per month
Year 7:	\$1,432.80 per month
Year 8:	\$1,475.78 per month
Year 9:	\$1,520.04 per month
Year 10:	\$1,565.64 per month

This option will not prevent Roosevelt from leasing portions of the tower and Roosevelt will be obligated to provide

additional space only if adequate space is available.

9. Tenant shall be responsible for the maintenance and repair of its antennae and related equipment (as described in paragraph 2 above), including but not limited to the payment of any tax or other charges imposed on such equipment. Tenant further agrees that it shall maintain at all times appropriate and adequate liability insurance coverage in amounts sufficient to protect Tenant and Roosevelt against any damage to the Terminal Building, the radio broadcasting tower or other property and injuries to any persons arising from any act or occurrence of Tenant, its agents or employees, involving its antennas and its equipment. Upon request, Tenant shall provide Roosevelt with appropriate evidences of such insurance coverage.

10. Tenant agrees to and shall defend, indemnify and hold Roosevelt, its directors, officers, employees, agents, and assigns, harmless from and against any loss, liability, damage or expense resulting or arising from any act or occurrence involving Tenant's antennae and other equipment unless due to the negligent act or omission to act of Roosevelt, its directors, officers, employees, agents, or assigns.

11. Roosevelt reserves and shall have absolute right to make any and all structural or other changes or additions to the radio broadcasting tower or the Terminal Building for legitimate business purposes provided that Roosevelt shall not disturb Tenant's right of use described in paragraph 2 above.

12. In the event Tenant fails to make any rent or other payment due under this Lease Agreement after ten days written

notice thereof from Roosevelt, or otherwise breaches any material obligation under the Lease Agreement which breach is not cured within any applicable cure period, and after ten days written notice thereof, then in any such event Roosevelt shall have the right to terminate this Lease on fifteen days written notice to Tenant.

In the event that: (a) Roosevelt desires to make a structural or other change or addition to either the radio broadcasting tower or the Terminal Building which necessitates the removal of such tower or its replacement; or (b) the Terminal Building becomes unsafe for the maintenance of the tower or unable to support the tower notwithstanding the reasonable maintenance of such property by Roosevelt; or (c) the Terminal Building and the tower and/or any supporting components of the tower becomes partially or totally destroyed by fire or other casualty; or (d) any federal, state or local authority requires the removal of the tower or repairs to the tower which, in Roosevelt's sole, reasonable opinion are economically prohibitive, then in any of such events, either Roosevelt or Tenant shall have the right to terminate this Lease upon one hundred and eighty (180) days prior written notice thereof to the other party.

13. Upon the termination of this Agreement for whatever reason, if required and requested by Roosevelt in writing, Tenant shall remove or cause to be removed its antennae and equipment described in paragraph 2 above within thirty (30) days following



termination and shall promptly repair any damage to the Terminal Building, including the roof, or the tower resulting from such removal. Tenant shall be responsible for all removal and repair expenses. If such antennae and equipment are not removed within such 30-day period, they shall be deemed abandoned to Roosevelt.

14. Tenant agrees to use, occupy and operate its antennae and equipment on the tower at its own risk and hereby releases to the full extent permitted by law Roosevelt, its directors, officers, agents and employees, from all claims and demands of every kind resulting from any accident, damage, death or injury pertaining thereto including any loss of or damage to the antennae and equipment of Tenant unless caused by the negligence of Roosevelt, its directors, officers, assignees, agents or employees. Tenant agrees that in the event that any of its antennae or equipment or other personal property located on Roosevelt's property is damaged or destroyed by fire or by any cause which is insurable (whether or not in fact insured), the right, if any, of Tenant against Roosevelt to recover from such damage is hereby waived.

Any casualty insurance policy which Tenant maintains on such antennae and equipment shall contain a waiver of subrogation clause.

16. This Agreement shall be binding upon and inure to the benefit of the parties and their successors in interest.

By: S. Nagar, I.C.S. V.P.  
Title:

TENANT:

By: Robert S. Macpherson

Title: President & CEO

Marathon Communications, Inc

EXHIBIT "A"

