

LANDLORD: Bithlo Tower Company  
c/o Guy Gannett Tower Company  
P.O. Box 1731  
Portland, Maine 04104  
(Attn: Charles R. Sanford)

With copy to:

Richard Edwards  
WINZ, Inc.  
4330 N.W. 207th Drive  
Miami, Florida 33055

and shall be deemed received on the date of delivery to such address or, if mailed, on the date stamped on the return receipt.

Either party may change its address for delivery of notice by giving notice of a change of address in compliance with the terms of this Article XIX.

ARTICLE XX

CERTIFICATE

After the commencement of the term of this Lease, from time to time, within five (5) days after written request therefor, Tenant shall deliver to Landlord or to any mortgagee of Landlord a certificate stating that Tenant has entered into occupancy of the Premises in accordance with the provisions of this Lease, that this Lease is in full force and effect, that Landlord has performed the covenants, agreements or conditions required of Landlord if such be the case (and if such not be the case, then Tenant shall list those covenants, agreements or conditions not so performed) and any such other information reasonably requested by the Landlord or such mortgagee. Landlord will also provide Tenant or Tenants designee with the same or similar information upon reasonable request.

## ARTICLE XXI

DELAYS

In any case in which either party hereto is required to do any act (other than make a payment of money), delays caused by or resulting from an act of God, war, civil commotion, fire or other casualty, labor difficulties, general shortage of labor, materials or equipment, governmental regulations or other causes beyond such party's reasonable control, shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by fixed time, a fixed period of time or a "reasonable time". In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payment, for delays and collection of such proceeds and rewards.

## ARTICLE XXII

WAIVER OF SUBROGATION

The parties hereby release each other from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties, even if such fire or any other casualty shall be brought about by the fault or negligence of such other party its agents, servant, employees or invitees. Each party shall cause its fire and extended coverage policies, if any, to include a waiver of subrogation rights.

## ARTICLE XXIII

CONSTRUCTION OF AGREEMENT

This Lease and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Florida applicable to agreements made and to be performed in that State. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

## ARTICLE XXIV

MODIFICATIONS

Any agreement between the parties hereto shall be ineffective in changing, modifying or discharging this Lease in whole or in part unless such agreement is in writing and signed by the party against whom such change, modification or discharge is sought to be enforced. This Lease supersedes any and all prior agreements between the parties, whether written or oral, with respect to the subject matter hereof.

## ARTICLE XXV

RECORDING OF LEASE

Landlord and Tenant agree that this Lease shall not be recorded, and that each will execute a short form memorandum of this Lease for recording if requested to do so by the other.

## ARTICLE XXVI

ADDITIONAL ACTIONS

The parties shall cooperate with each other, take any additional action and execute any additional documents necessary or appropriate to accomplish the purposes of this Lease or to preserve and further the rights of the parties hereunder.

## ARTICLE XXVII

PARAGRAPH HEADINGS

Paragraph headings used in this Lease are for convenience of the parties only and shall in no way be used to interpret or construe the agreement of the parties.

ARTICLE XXVIII

COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be an original and the counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Landlord and Tenant have signed and sealed this agreement as of the day and year first above written.

WITNESSES:

LANDLORD: BITHLO TOWER COMPANY

By GANNETT TOWER COMPANY, Partner

Charles J. Gannett  
Frank E. Warkentin

By: Robert M. Mellett  
Its: CR. V.P.

By MPE TOWER, INC., Partner

Paul W. Woyta  
Barbara J. Quate

By: James R. Quate  
Its: President

TENANT:

M. Hoffman  
Paul Woyta

By: Joseph L. ...  
Its: PARTNER

9812C/

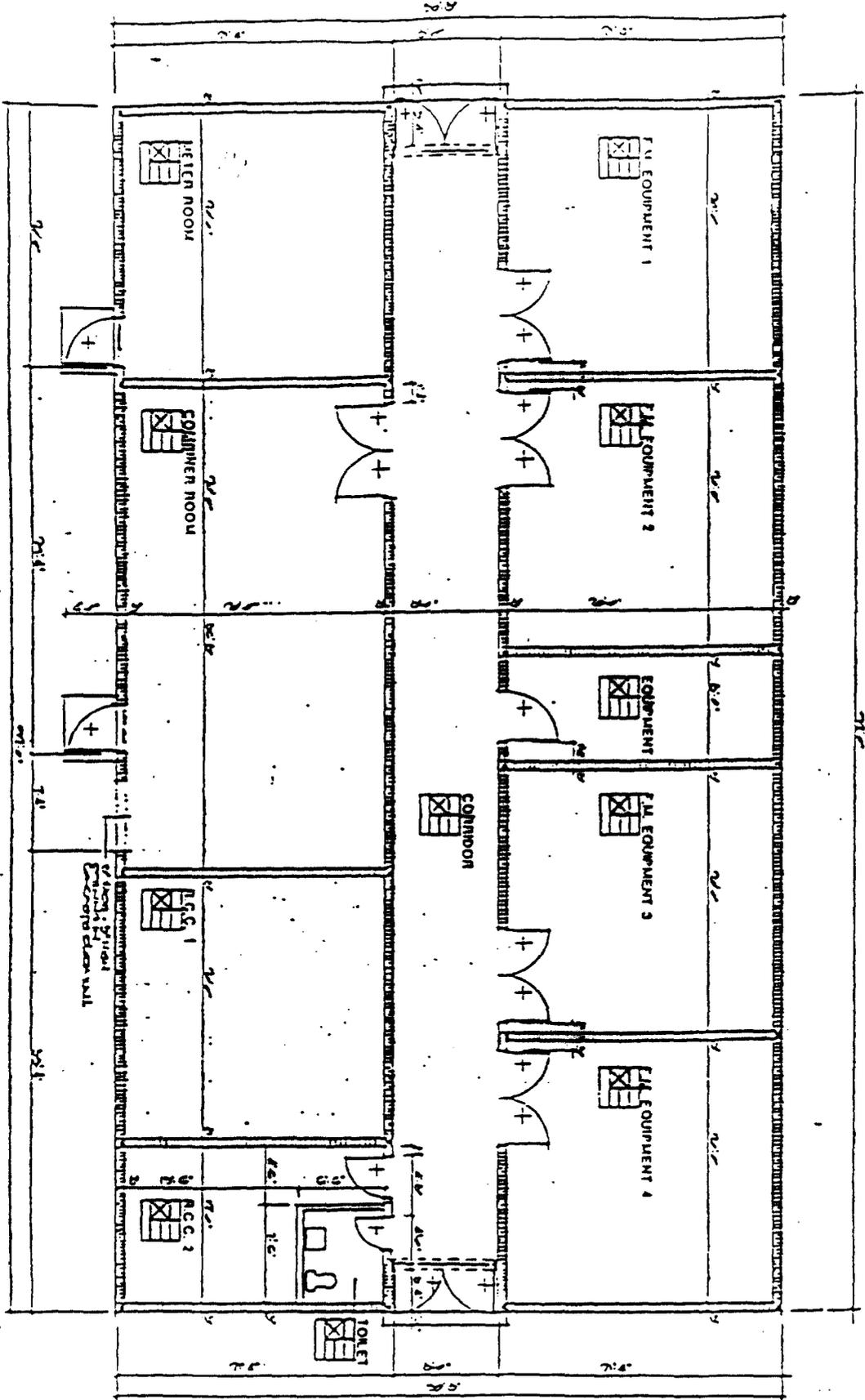
*M. Hoffman*  
*For your info.*

*C. Sanford*

BITHLO TOWER

- Location - Geographical - Near State Road 420 in Bithlo  
Quadrangle Northeast of Town of  
Bithlo
- Compass - Latitude 28° 34' 51 sec  
Longitude 81° 04' 32 sec
- Structure - Tower - 1674 ft. in height at mean sea  
level above ground 1609 ft.
- Triangular face tower not less  
than 10 ft. base - strobe lit
- Guy Point anchors to be driving  
Pilings - 70% guying
- RCC Platforms at 1400 ft -  
1000 ft.; 600 ft level
- Compliance - Will be in compliance with or  
exceed all Orange County windload  
requirements
- FAA approval issued September 7,  
1983.

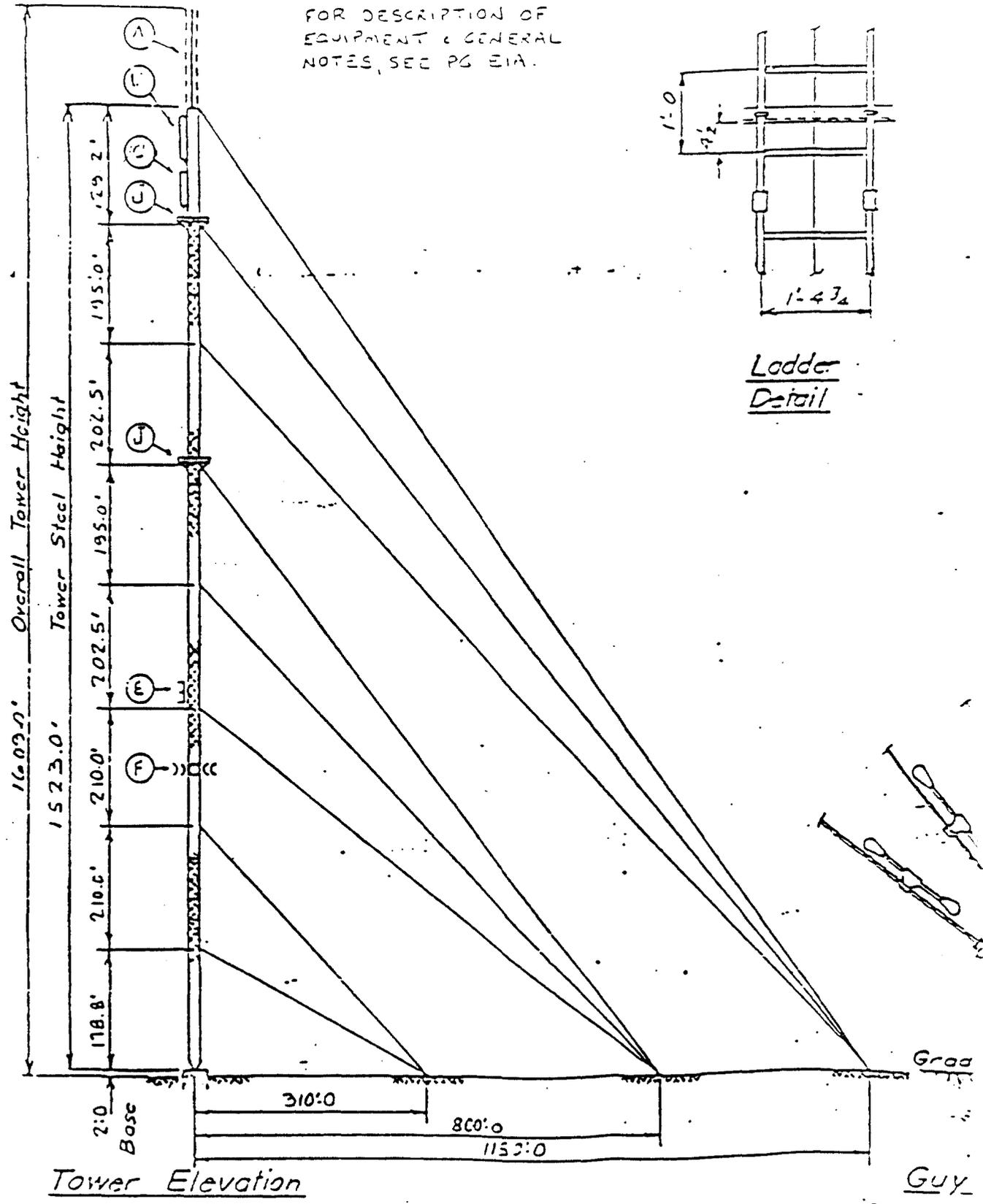
EXHIBIT A



INDIA TRANSMISSION BUILDING

PHASE II

FOR DESCRIPTION OF  
EQUIPMENT & GENERAL  
NOTES, SEE PG EIA.



Tower Elevation

Ladder  
Detail

GENERAL NOTES

REV DATE DESCRIPTION

GENERAL NOTES:

Tower is guyed, triangular, open face structure.

Tower will be designed to resist a uniform 65 PSF wind load in accordance with EIA Standard PS-222-C while supporting the following:

- A. One (1) Shively model 6014, 7 bay 3 panel FM antenna on 7'-0" center to center top antenna support structure.
- B. Two (2) 4-1/4" coax lines to top FM antenna
- C. One (1) RCA TFD3A1 Ch. 1A antenna mounted at 1494 ft. with one (1) WR1500 line (Future)
- D. One (1) Bogen Ch. 52 BU132 antenna below RCA antenna at 1494 ft. with one (1) WR1500 line (Future)
- E. One (1) FM-2 FM antenna at 610 ft. with one (1) 3-1/8" coax line
- F. Five (5) 8 ft. parabolic dishes at approx. 500 ft. with one (1) 1-5/8" line to each dish
- G. Two-man elevator
- H. Inside ladder with safety device
- I. Conduit for lights, AC and telephone
- J. Outside platforms at 1000 ft. & 1400 ft. levels to support (30) 18" x 36" cabinets and (60) whip antennas

3. The following material is supplied with tower:

- A. Inside ladder with cable type safety device
- B. Inside rest platforms at all height levels, upper & lower elevator landings, dish levels and outside platform levels
- C. Strobe lighting system, telephone circuit, 30 pair of 27 gauge shielded wire to each platform, 120 amp AC circuit to each platform & 30 amp AC circuit entire height of tower
- D. Standard EIA grounding
- E. Two-man elevator with ground controls, voice communications broken cable safety device and overspeed governor.
- F. Guy dampers (high frequency) will be provided on all guy lines
- G. Antenna support structure section for top mounted Shively model 6014 antenna
- H. Mounting brackets for (5) 8 ft. parabolic dishes at 500 ft.
- I. Drive (rib) bolts at all stress carrying connections (except leg aplices)
- J. Full width stairway with handrails from ground level to bottom elevator landing level
- K. Two (2) outside platforms at approx. 1000 ft. and 1400 ft. levels to support (30) 18" x 36" cabinets and (60) whip antennas
  - I. 100 ft. horizontal bridge between tower and hullline
  - II. One (1) Verda lightning deterrent unit for top FM antenna

4. Tower and bridge material to be hot dip galvanized after fabrication.

RAINBOW BROADCASTING

## Exhibit D

The rent specified hereinbelow shall be paid by Tenant pursuant to Article III, of the Lease Agreement to which this Exhibit is attached, this Exhibit being an integral part of said Article III.

<u>Monthly</u>		<u>Yearly</u>
\$3333.33	for 12 months (beginning 10/1/86) or at time of broadcast	\$ 40,000
\$5416.67	for the next 24 months	\$ 65,000
\$7083.33	for the next 72 months	\$ 85,000
\$8854.16	for the next 72 months	\$106,250
\$11,067.70	for the 60 months constituting the First Renewal Term.	\$132,804
\$13,834.64	for the 60 months constituting the Second Renewal Term.	\$166,016

(a) Taxes. If Tenant's interest in the Transmitter Building is taxed to Landlord, Tenant shall pay \_\_\_\_\_ percent thereof to Landlord, when and as invoiced, as its share of said tax. Tenant shall also pay all ad valorem taxes and special assessments on or against Tenant's personal property which is situated on the Leased Premises within the time required by the taxing authorities in order to avoid penalty and to supply Landlord with proof of such payment.

(b) Deposit. Concurrently with the execution of said Lease, Tenant shall pay to Landlord the sum of Twenty Five Thousand Dollars (\$25,000) as a deposit to guaranty payment on the construction of the transmitter building and for the faithful performance by Tenant of all the terms, conditions and covenants herein contained. Landlord agrees to deposit the Deposit in a segregated money market rate interest bearing account with interest payable to Tenant. The interest earned on this account shall be taxed to taxpayer I.D. No. \_\_\_\_\_. If said Lease is terminated prior to the commencement date, the Deposit, with the actual interest thereon, shall be disbursed in the manner set forth in Article IV of said Lease. On the earlier of the com-

mencement date or the issuance of a certificate of occupancy by the appropriate governmental authority, the Deposit, if not previously disbursed, shall be applied first to the satisfaction of any obligation Tenant may have to Landlord for the cost of Tenant's interest in the transmitter building as set forth in Article III of said Lease, then towards payment of the first month's rent, any remaining balance together with accrued interest thereon, shall then be returned to Tenant.

(c) Payment. All payments of rent shall be sent to or made at the offices of Landlord designated in Article XIX of said Lease, or such other place as may be designated by Landlord. Rent shall be paid on the first day of the month for which due.

(d) Subsequent Tenants. In the event the number of tenants using the Transmitter Building shall be increased or reduced from the tenants contemplated on the date hereof, Landlord shall re-adjust the percentage shares set forth in Paragraphs (b)(vi) and (c) above. Landlord promptly shall give Tenant written notice setting forth any such adjusted percentage shares and the date as of which such adjusted percentages are or will be effective. Landlord's decision in readjusting percentage shares, exercised in good faith, shall be conclusive and binding on Tenant and all other tenants, and shall be based upon space used.