

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN ACKNOWLEDGMENT OF
RECEIPT OF CHANGE IN NOTICE AND PAYMENT INFORMATION REGARDING
EMERGENCY MANAGEMENT TOWER LEASE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Pappas Telecasting of the Midlands has assigned all of its rights, duties and obligations under the agreement to lease tower facilities to Sarpy County dated June 7, 1995 to TTBG Omaha OpCo, LLC,

WHEREAS, TTBG Omaha OpCo, LLC has requested that Sarpy County sign an acknowledgment of change in notice provision and change in address to which lease payments are sent to reflect current ownership by TTBG Omaha OpCo, LLC,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to sign on behalf of this Board an acknowledgment of receipt of change in notice and payment information regarding emergency management tower lease, a copy of which is attached hereto.

DATED this 3rd day of November, 2009.
Moved by Rich Gansin, seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

None

None

[Signature]

[Signature]

ABSTAIN:

[Signature]

None

[Signature]

Renee Lausman
County Clerk

Approved as to form:

[Signature]
Deputy County Attorney



**TTBG OMAHA OPCO, LLC
4625 Farnam Street
Omaha, NE 68132-3222**

October 15, 2009

VIA CERTIFIED MAIL – RETURN RECEIPT

Emergency Management and Communication Agency
Sarpy County Sheriff
Sarpy County Courthouse
Attn: Larry Lavelle
1210 Golden Gate Drive
Papillion, NE 68046

Re: Notice of Assignment and Assumption of Lease (the "Notice")
Lease Agreement, dated 6/7/95, as extended (the "Lease")

Dear Mr. Lavelle:

The undersigned hereby gives notice to Emergency Management and Communication Agency ("Lessee"), pursuant to the Lease between Pappas Telecasting of the Midlands, L.P. ("Lessor") and Lessee, a copy of which is attached as Exhibit A, that Lessor has assigned all of its rights, duties and obligations under the Lease to the undersigned entity ("Assignee") in connection with the purchase by Assignee of substantially all the assets of Lessor, and that Assignee has assumed all of Lessor's obligations under the Lease. Closing of the transaction occurred on October 15, 2009 (the "Closing Date").

The undersigned hereby gives notice that upon the Closing Date, the Notice section of the Lease should reflect Assignee's contact information as follows:

TTBG Omaha OpCo, LLC
Attn: General Manager-Randy Oswald
4625 Farnam Street
Omaha, NE 68132-3222
Facsimile: 402-554-4290
Telephone: 402-558-4200
Email: roswald@kptm.com

with a required copy to both:

TTBG Omaha OpCo, LLC
c/o Titan Broadcast Management, LLC
Attn: David Pulido
249 River Road
Andover, MA 01810

and

Koley Jessen P.C., L.L.O.
Attn: M. Shaun McGaughey and David R. Mayer
One Pacific Place – Suite 800
1125 South 103 Street
Omaha, NE 68124-1079
Facsimile: 402-390-9005
Telephone: 402-390-9500
Email: shaun.mcgaughey@koleyjessen.com and
david.mayer@koleyjessen.com

After the Closing Date, all payments made to Lessor under the terms of the Lease should be remitted to Assignee's address below:

TTBG Omaha OpCo, LLC
Attn: General Manager-Randy Oswald
4625 Farnam Street
Omaha, NE 68132-3222

Please forward a copy of this Notice to your Accounts Payable department to notify them of this change.

Please acknowledge your receipt of this Notice by dating and executing a copy of the Notice and returning it at your earliest convenience to the following (please keep a fully-executed copy for your records):

Koley Jessen P.C., L.L.O.
Attn: Christina J. Reynoldson
One Pacific Place – Suite 800
1125 South 103 Street
Omaha, NE 68124-1079
Facsimile: 402-390-9005
Telephone: 402-343-3745
Email: chris.reynoldson@koleyjessen.com

If you have any questions regarding this matter, please do not hesitate to contact David Mayer at Koley Jessen at 402-343-3773 or david.mayer@koleyjessen.com or Chris Reynoldson at the contact information set forth above.

Thank you for your prompt attention to this matter. We look forward to working with you.

Sincerely,

David Pulido

TTBG Omaha OpCo, LLC

ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of the above-referenced Notice.

Emergency Management and Communication Agency

Dated: November 3, 2009

By: *Joni Jones*
Name: Joni Jones
Title: Sarpy County Board Chairman

Exhibit A

LEASE AGREEMENT

THIS LEASE made as of the 7th day of June, 1995, between PAPPAS TELECASTING OF THE MIDLANDS, a California limited partnership ("Lessor"), having its offices at 500 South Chinowth Road, Visalia, California 93277, and Sarpy County ("Lessee"), whose address is 1210 Golden Gate Drive, Papillion, NE 68046.

RECITALS

A. Lessor is the owner of a radio tower site, designed primarily for its television transmission facilities, located on a parcel of land near Springfield, Nebraska ("Transmitter Site"), further described as follows:

The East one-half (E 1/2) of the Northwest Quarter (NW 1/4) and the West one-half (W 1/2) of the Northeast Quarter (NE 1/4), all in Section 30, T13N, R11E of the 6th P.M., Sarpy County, Nebraska

Tower Coordinates:

Latitude 41° 04' 15.3"

Longitude 96° 13' 30.3"

B. Lessor desires to lease to Lessee and Lessee desires to hire from Lessor use of tower facilities under the following terms and conditions, in order to enable Lessee to locate its communications facilities thereon.

WITNESSETH

1. Leased Property. Lessor hereby leases to Lessee the following equipment spaces: one transmit antenna located at 670' elevation, one antenna receive antenna at the 640' elevation, one microwave 10 foot microwave dish at the 626' elevation, one microwave dish at the 236' elevation and six rack locations for terminal equipment located in the communications room.

The term "Equipment" shall be deemed amended to include such replacements with the same effect as if they were included under the original terms of the lease which in all respects apply equally to it, provided that such replacements have substantially the same specifications, sizes and structural loads as originally specified hereto.

2. Primary Term. The primary term of this lease shall be five (5) years, commencing on July 1, 1995. At the end of the term, unless it has been renewed as provided in Paragraph 4, the Lease shall continue for month-to-month terms and may be terminated by either party by providing the other party with at least thirty (30) days notice of intent to terminate.

3. Rent. During the primary term of this Lease, Lessee shall pay to Lessor a monthly rent, in advance, as follows:

A. Base Period Rent. Beginning on the commencement date and extending through the first full year (the "Base Period"), \$1501.50 per month. If the effective date of this lease is not on the first day of the month, the rent for that first partial month shall be prorated on a daily basis, as will the rent for the last partial month in the term of the lease. First and last month's rents are due in advance.

B. Rent Adjustment. During each subsequent year, a monthly amount equal to the product obtained by multiplying the monthly rent payable during the Base Period by a fraction, the numerator of which shall be the Consumer Price Index for All Urban Consumers (United States City Average - All Items), based on the year 1992 = 100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "BLS Price Index") for the last month of the previous year and the denominator of which shall be the BLS Price Index for the first month of the Base Period of this Lease.

C. Substitution of Price Index. In the event that the BLS Price Index as of any such dates should not be available so as to permit the adjustments as aforesaid to be determined, such adjustment shall be based on a then available price index, substituted by agreement of the parties, which is determined under principles most nearly comparable to those underlying the BLS Price Index, it being the intent of the parties that the rent shall be increased during the primary term and renewal periods as aforesaid in such a way as to take into account any change in the value of the United States Dollar which may have occurred. If the parties are unable to agree within thirty (30) days after demand by either party, the substitute Index shall, upon application by either party, be selected by the chief officer of the regional office of the Bureau of Labor Statistics or its successor.

4. Option to Renew. Lessee shall have the option to renew this Lease on the same terms and conditions as contained herein for one additional five-year term. Rent adjustments shall continue as prescribed in Paragraph 3(B) above. Such option may be exercised by a notice in writing to Lessor not fewer than sixty (60) days prior to the end of the primary term.

5. Uses of Leased Property. Lessee shall use the Leased Premises only for radio communications and for operations incident thereto. Such radio communications and operations shall be conducted in accordance with the rules, regulations and standards imposed by the Federal Communications Commission and any other body with authority over such transmission and operation.

Lessor retains the right in its absolute and sole discretion to lease or license space in its transmitter building or on its tower to any other person or persons desiring to engage in any form of such broadcasting and/or electromagnetic communication, and shall have the right to lease portions of land from the tower site for other purposes, including agricultural uses, at its sole discretion.

Lessee shall comply with all laws and regulations of the federal, state, county and municipal authorities applicable to the Leased Property, the housing and operation of the equipment therein and the exercise of the rights conferred under Paragraph 8 hereof. Lessee shall conduct its business in such a manner as regards noise, other nuisances or otherwise, as will not interfere with, annoy or disturb Lessor or other tenants of the Transmitter Site in the conduct of the main purpose of the Transmitter Site, i.e. maintaining and operating for the purpose of transmitting or receiving their respective broadcast or communications signals; provided, however, that nothing said herein is intended to preclude Lessee's quiet enjoyment of the Leased Property afforded herein. The roads, entrances, parking areas and other common areas of the building in which the Leased Property is located shall not be obstructed or encumbered by Lessee or used for any other purpose other than ingress and egress to and from the Leased Property or for any purpose other than their normal use.

Lessor may, from time to time, issue and enforce reasonable rules, regulations or standards regarding maintenance, cleanliness, security, conduct of Lessee's employees, or other matters which it deems necessary to insure proper maintenance and use of the Leased Property by all tenants. If Lessee fails to observe and abide by such rules or standards, Lessor may, in addition to other remedies it may have, have work done to comply with such rules at Lessee's expense, which sums become immediately due and payable to Lessor under this Lease.

6. Interference. Lessee shall be responsible for taking such steps as may be necessary to prevent any interference or spurious radiation due to interaction of radiations at the transmitter site with the television transmitter facilities of Lessor or with other existing broadcasting or communications facilities caused by Lessee's transmission or other activities of Lessee (herein called "Interference"). If Lessor determines that interference is being caused to Lessor or to other tower tenants by Lessee, Lessor shall immediately notify Lessee of such determination in writing. If such interference cannot be reduced to levels reasonably acceptable to Lessor within a period of time reasonably acceptable to Lessor, Lessor may elect to terminate this Lease by giving twenty-four (24) hours prior written notice to Lessee.

Lessor shall not be required to make any modification or change to its equipment or operation if Lessee experiences interference, nor shall Lessor be responsible or liable for interference to Lessee arising from the operations of other users of Lessor's tower site. However, all other tenants of Lessor's tower site shall be subject to the same interference provisions as required by this Lease.

7. Permits. Lessee shall furnish proof to Lessor that it has obtained, at its own expense, any and all licenses or permits from such governmental body or agency as shall have jurisdiction in connection with the installation, repair, operation, alteration or replacement of Lessee's equipment or with any activities of Lessee on the Leased Property and shall abide by the terms and provisions of such licenses and permits. If for any reason, any governmental agency shall fail or refuse to issue, extend or renew a license or permit to Lessor to continue using the Leased Property for its intended purposes, and such decision has become final, then and in that event this Lease may be terminated by Lessor, giving thirty (30) days' notice in writing.

Prior to commencement of installation of any of Lessee's equipment, Lessee shall obtain and furnish to Lessor proof of a grant by the Federal Communications Commission (FCC) of appropriate authorization for the use of Lessor's tower location.

8. Lessee's Right of Access. Lessor hereby grants to Lessee a nonexclusive right of access to the Leased Property to the extent reasonably necessary to enable Lessee to house, operate, maintain and monitor its radio and other associated equipment. Lessee shall exercise care to avoid damage to or interference with agricultural or other operations which may be in production on the site.

Lessee's right of access to the tower structure shall be limited to access by persons who, in the sole judgment of Lessor, are determined to be properly qualified to safely perform work on such a tower.

Lessee shall nominate, and Lessor shall approve, in advance of any access to the tower structure, a list of those persons and contractors approved to have access to Lessor's tower, and to install or maintain Lessee's equipment mounted on Lessor's tower.

9. Utilities.

A. Electric Power. Lessee shall receive 120/108v 3-phase electric power from the transformer and distribution panel located on the communication platform. Power for Lessee's communications equipment, tower lighting and building security lights shall be paid for by Lessor.

B. Standby Emergency Generator. Lessor shall provide standby electric power from its generator to the communications platform for use by Lessee in the event of commercial power interruption.

C. Telephone Terminations. Upon request, Lessee shall be assigned use of circuits in Lessor's telephone cable terminating on the communications platform, and shall have access to the telephone equipment room located in Lessor's building at the base of the tower.

10. Taxes. Lessor shall pay all real estate taxes, assessments or levies assessed or imposed against the land on which the Leased property is located, and all taxes which may be assessed against the tower and any buildings thereon. Lessee shall pay all personal property or other taxes assessed or imposed against Lessee's equipment or material located on the Leased Property.

11. Indemnification and Public Liability Insurance.

A. Indemnity and Hold Harmless. Lessee agrees to indemnify and hold Lessor and the property of Lessor, including the tower and premises which are the subject of this Lease, free and harmless from any and all claims, liability, loss, damage or expenses, unless caused by Lessor's gross negligence, resulting from Lessee's occupational use of the premises, specifically including without limitation any claim, liability, loss or damage arising by reason of:

(1). The death or injury of any person or persons including but not limited to any person who is an employee or agent of Lessee, or by reason of the damage to or destruction of any property including property owned by Lessee or any person who is an employee or agent of Lessee, and caused or allegedly caused by either the condition of the premises or some act or omission of Lessee or some agent, contractor, employee, servant, sublessee or concessionaire of Lessee on said premises.

(2). Any work performed on said premises or materials furnished to said premises at the insistence or request of Lessee or any agent or employee of Lessee.

(3). Lessee's failure to perform any provision of this Lease agreement or to comply with any requirement of law or any requirement imposed on Lessee or the subject premises by any duly authorized governmental agency or political subdivision.

B. Liability Insurance.

(1) Lessee's Responsibilities.

(a). Lessee shall procure and maintain comprehensive public liability insurance, naming Lessor as an insured as its interests shall appear, covering all of Lessee's operations and activities on the Leased Property and on the Lessor's land, including but not limited to the operations of outside contractors and the operation of vehicles and equipment, with limitations of not less than \$5,000,000 for injury to or death of any one or more persons, and \$1,000,000 for property damage. Each of the foregoing limitations shall be for each occurrence and shall not be an aggregate limit in the policy. Prior to the commencement of the term of this lease, and at all times thereafter (also during any renewal period), Lessee shall furnish to Lessor (i) a copy of Lessee's policy or policies so providing, on a company to be subject to Lessor's approval, showing Lessor as coinsured therein, and (ii) a certificate or certificates, in form satisfactory to counsel or Lessor, that such policy or policies cannot be cancelled before expiration except upon 30 days notice to Lessor.

(b). Lessee shall also cause any outside contractors to procure Workman's Compensation Insurance and to procure Comprehensive Public Liability Insurance complying with the section herein, in advance of entry onto the premises by any such outside contractor, together with certificate or certificates to be provided to Lessor as in subparagraph (1)(a) above.

(2). Lessor's Responsibilities. Lessor shall procure and maintain property insurance covering the tower itself and all commonly-used equipment and facilities. The cost of such insurance shall be paid by Lessor.

12. Maintenance of Leased Property. Lessor shall provide to the Leased Property (but not to the equipment housed thereon) all necessary maintenance and repairs, provided, however, that when such maintenance and repair is made necessary by or because of the fault or negligence of Lessee (reasonable wear and tear excepted), Lessee shall reimburse Lessor for the cost thereof. In the event that failure of or necessary repairs to the tower or other Leased Property interfere with or totally negate normal operation of Lessee's communications equipment, Lessee agrees not to hold Lessor liable for any financial loss due to business interruption caused by such aforementioned circumstances, except that rental payments shall be abated for the time that the tower is unusable for normal operation.

Lessee, at its own expense, shall carry out the maintenance of Lessee's property, including, but not by way of limitation, the electrical and mechanical maintenance of its receiver/transmitter, transmission line, and antenna. Maintenance shall be conducted by Lessee, in accordance with reasonable engineering standards to assure that at all times Lessee's equipment is in conformance with the requirements of the Federal Communications Commission and all other public authorities with jurisdiction over Lessee.

13. Alteration by Lessee. Lessee shall have the right, at its own expense, to make such changes and alteration in Lessee's equipment in and on the Leased Property as its operations may require, including the renovation or replacement of its antennas, provided, however, that:

(A) such changes or alterations are in conformance with reasonable, established engineering standards and, if necessary, have been approved by the Federal Communications Commission and any other body having jurisdiction over Lessee.

(B) plans and specifications are first submitted to and approved in writing by Lessor.

(C) any proposed changes or alterations do not significantly increase the structural loading imposed on the tower. At the request of Lessor, Lessee will provide, at its sole expense, an independent professional analysis, by engineers acceptable to Lessor, of structural loading and stress to determine any changes that equipment replacements and/or alterations would cause.

(D) such alterations do not require additional tower or communications platform space.

(E) Lessor shall not unreasonably or in bad faith refuse any such approval; however, the rents due hereunder may be adjusted as a result of such increased loading or use of tower capacity or building space.

(F) Lessor shall not be responsible for any damages for its refusal to permit any changes.

14. Tower or Building Damage. In the event that the tower or building is destroyed or damaged by fire, lightning, windstorm, explosion, collapse, vandalism, aircraft or other vehicle damage or other casualty, Lessor may, at its sole option, reconstruct or repair the damaged structure to such good condition as existed before the destruction or damage and give possession to Lessee of the same space leased hereunder, or Lessor may elect to terminate this Lease, in which case Lessor shall have no liability to Lessee for any damages, equipment loss, or other financial loss due to business interruption caused by such aforementioned circumstances.

If the tower or building is in need of such repair or is so damaged by fire, lightning, windstorm, explosion, collapse, vandalism or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's equipment installation, then Lessor may remove the obstructing equipment and interrupt broadcasting activity but must have the equipment replaced as soon as reasonably possible. Lessee will also be afforded the right to install temporary facilities, if available, pending repairs without interfering in any way with the construction, rebuilding or operation of Lessor's facilities.

In the event that the tower, antenna system or transmitter building space housing Lessee's equipment is destroyed or damaged by fire, lightning, windstorm, explosion, collapse, vandalism, aircraft or other vehicle damage or other casualty, so as to interfere with or totally negate normal operation of Lessee's equipment, Lessee agrees not to hold Lessor liable for any damages or other financial loss due to business interruption caused by such aforementioned circumstances, except that rental payments shall be abated for the time that the tower is unusable for normal operation.

15. Mechanic's Lien. Lessee shall not suffer or permit any lien to stand against the subject premises or any part thereof by reason of any work, labor, services or materials done for or supplied to, or claimed to have been done for or supplied to, Lessee or anyone owning the Leased Property or any part thereof through or under Lessee. If any such lien shall at any time be filed against the premises, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same either by payment, deposit or bond. If Lessee shall fail to discharge any such lien within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due by deposit in a court having jurisdiction or bonding, or Lessor shall be entitled if it so elects to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interests, costs and allowances. Any amount paid or deposited by Lessor for any of the aforesaid purposes together with all legal and other expenses of Lessor, including attorney's fees in defending any such action or in procuring the discharge of such lien, and all necessary disbursements in connection therewith, together with interest thereon at the maximum rate provided by law from the date of payment or deposit, shall become due and payable forthwith by Lessee to Lessor or, at the option of Lessor, shall be payable by Lessee to Lessor as additional rent as provided in Paragraph 3 hereof.

16. Eminent Domain. If the land upon which Lessor's antenna tower or foundation is located, or the Leased Property, are acquired or condemned by any public authority under the power of eminent domain, then the terms of this Lease shall cease and be terminated as of the date title shall have vested in public authority. Lessor shall be entitled to the entire amount of the condemnation award, except the Lessee shall be entitled to make claim for and retain a condemnation award based on and attributable to the expense and damage of removing and relocating its fixtures.

17. Assignment. Lessee shall not assign, mortgage or encumber this Lease, nor sublet or permit the Leased Property or any part thereof to be used by others; provided, however, that Lessee may assign its rights and obligations hereunder to any subsequent licensee of Station; provided that: (1) payments of rent and other sums of money due hereunder are current; (2) that no event of default exists; (3) that no such assignment shall serve to release or relieve Lessee or the guarantors from their obligations hereunder; and (4) that Lessee obtains the prior written consent of Lessor to such assignment; and further provided that such assignee (1) executes an agreement agreeing to abide by the provisions of this Lease, (2) provides Lessor with financial statements indicating adequate financial capacity to perform under this Lease, (3) assumes Lessee's obligation hereunder.

Nothing herein shall preclude the sale or assignment by Lessor of this lease, or of all or any portion of its property which includes the Leased Property, providing that this lease shall be binding upon and inure to the benefit of Lessor's successors and/or assigns.

18. End of Term. At the expiration of the primary term or any renewal term of the Lease, Lessee shall surrender the Leased Property in as good condition as it was in at the beginning of the primary term, before installation of Lessee's equipment, reasonable use and wear and tear and damage by the elements excepted. In particular, Lessee shall at its sole expense repair all damage caused by removal of its equipment.

19. Quiet Enjoyment. Lessee, on the payment of the rent herein reserved and upon the performance of all the terms of this Lease, shall at all times during the Lease term quietly enjoy the Leased Property without any disturbance from Lessor or from any other person claiming through Lessor, subject, however, to the reservations and conditions of this Lease, and in particular the fact that Lessor and other lessees or licensees of Lessor may use the building, tower and access thereto.

20. Entire Agreement and Severability. This Lease contains the entire agreement and attached addenda between the parties and cannot be changed or terminated orally. If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

21. Termination of Lease Under Certain Circumstances. Notwithstanding anything seemingly expressed herein to the contrary, should the antenna tower cease to be used for television transmission at any time during the term hereof, this Lease may, at the sole discretion of the Lessor, be terminated and all rights of Lessee hereunder shall cease, provided that in such event Lessor will afford Lessee twelve (12) months written notice thereof.

22. Right of Lessee to Remove its Equipment in Event of Termination. In the event either party terminates this Lease in accordance with the provisions herein, Lessee shall, at its sole expense, be permitted to remove its communications equipment, antenna system, and other equipment from the Leased Property within thirty (30) days of such termination, provided that all rents and other sums which may be due under this lease have been paid in full. Such removal shall be conducted in accordance with the pertinent requirements of this Lease. Lessor may remove and store such equipment at Lessee's expense after the expiration of the thirty-day period.

23. Events of Default. The occurrence of any of the following events shall constitute a default and breach of this Lease on the part of the Lessee hereunder (Event of Default):

A. Lessee defaults in the payment of rent or other sums due hereunder when due and payable, and such default continues for fifteen days after written notice by Lessor specifying default.

B. Lessee fails to observe or perform any of the covenants, conditions or provisions of this Lease to be observed and performed by Lessee.

C. Lessee shall become insolvent or shall voluntarily suspend transaction of its business or operations; or Lessee shall file a voluntary petition in bankruptcy or a voluntary petition to reorganize or a voluntary petition to effect a plan or other arrangement with creditors; or Lessee shall file an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Act, as amended; or Lessee shall be adjudicated bankrupt, or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of any receiver or trustee for all or a party of its property; or Lessee shall institute dissolution or liquidation proceedings.

D. An order shall be entered approving an involuntary petition to reorganize the Lessee or to effect a plan or other arrangement with Lessee's creditors or appointing a receiver or trustee for the lessee of all or a part of its property; or a writ or warrant or attachment, execution, distraint, levy, possession or any similar process shall be issued by any court against all or a part of the property of Lessee, which writ or warrant shall not be dismissed or a stay of foreclosure obtained within sixty (60) days of the issuance thereof.

24. Lessor's Rights and Remedies Upon Lessee's Default. If Lessee breaches this Lease and abandons said premises prior to the natural expiration of the term of this Lease, Lessor, after ten (10) days' written notice to Lessee, may:

A. Continue this Lease in effect by not terminating Lessee's right to occupy said premises, in which event Lessor shall be entitled to enforce all of its rights and remedies under this Lease including the right to recover the rental fees specified in this lease as they become due.

B. Terminate this Lease and recover from Lessee:

(1) The worth at the time of the award of the unpaid rental fees owed by Lessee to Lessor at the time of termination of the Lease.

(2) The worth at the time of the award of the amount by which the unpaid rental fees which would have been earned after termination of the Lease until the time of award exceed the amount of rental fee loss which Lessee proves could have been reasonably avoided.

(3) The worth at the time of the award of the amount by which the unpaid rental fees for the balance of the term of this Lease after the time of award exceeds the amount of rental fee loss which Lessee proves could reasonably be avoided.

(4) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under this agreement.

Should Lessee default in any other way specified in Paragraph 23 herein, Lessor may, in addition to the remedies set forth above in this paragraph, re-enter and gain possession of said premises in the manner provided by the laws of wrongful detainer of the State of Nebraska then in effect.

25. Estoppel Certificates. Lessee shall, at any time upon not less than fifteen (15) days' prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified, in full force and effect (or modified and stating the nature of such modification and certifying that the Lease as so modified is in full force and effect) and the date to which the fees and other charges are paid in advance, if any, and acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder or specifying such defaults if any are claimed, and setting forth the dates of commencement of fees and expiration of the term hereof. Any such statement may be relied upon by any respective purchaser or encumbrancer of all or any portion of the premises or of the real property of which the premises are a part.

26. Lessor's Grant of Rights. Nothing in this agreement shall be construed as in any way limiting the right of Lessor to lease, sell or grant rights for the use of any of its land, tower or other property to any person, including any other radio or television station, either temporarily or permanently.

27. Miscellaneous Provisions.

A. No Waiver. If Lessor fails or omits to terminate this agreement for any violation of its terms, conditions or covenants, Lessor's failure or omission shall in no way be deemed to be a consent by Lessor to such violation and shall in no way bar, estop or prevent Lessor from terminating this agreement thereafter, either for such or any subsequent violation of any such term, condition or covenant. The acceptance of the rent hereunder shall not be or be construed to be a waiver of any breach of any term, covenant or condition of this Lease agreement.

B. Binding on Heirs. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by Lessor to any assignment by Lessee of this Lease or any interest herein.

C. Subordination. This Lease is and shall be subject and subordinate at all times to any mortgage, deed of trust or lease which may now exist upon or which may be placed upon the subject premises or the property of which the subject premises are a part, and Lessee covenants that it will execute and deliver to Lessor or the nominee of Lessor proper subordination agreements to this effect at any time upon the request of Lessor without payment being made therefore; provided, however, that fire insurance proceeds may, at Lessor's option, be used to restore the subject premises notwithstanding the terms of any mortgage or deed of trust to the contrary. Such subordination shall not adversely affect Lessee's right to use the premises for its intended purpose under this agreement.

D. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served or given to either party hereto by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Lessor or Lessee at the following addresses:

Pappas Telecasting of the Midlands
500 South Chinowth Road
Visalia, California 93277

Sarpy County Clerk
Debra Houghtaling
1210 Golden Gate Drive
Papillion, NE 68046

or such other United States addresses as either party may have specified in writing to the other party. Either party may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section. Any notice given by mail shall be deemed to have been served three days after deposit thereof in the U.S. Mail, registered, except that if any of such days is a Saturday, Sunday or legal holiday under the laws of the United States, then such day shall not be counted.

E. Attorney's Fees. In the event that Lessor shall commence any legal action or proceeding, including an action for declaratory relief, against Lessee by reason of the alleged failure of Lessee to perform or keep any term, covenant or condition of this Lease agreement by it to be performed or kept, then Lessor, if it is the prevailing party in said action or proceeding, will be entitled to recover, in addition to its court costs, reasonable attorney's fees, and such recovery shall include court costs and attorney's fees on appeal, if any. As used herein, "prevailing party" means the party in whose favor a final judgment is rendered.

F. Short Form. The parties to this Lease agree to execute a short form of this Lease for recordation purposes.

G. Marginal Headings. The marginal headings and captions of paragraphs in this Lease agreement are not a part hereof and shall have no effect upon the construction or interpretation of any part of this agreement.

H. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity.

I. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate as of the day and year first above written.

PAPPAS TELECASTING OF THE MIDLANDS
Lessor

By: Howard Shrier
Howard Shrier
Executive Vice President and General Manager
KPTM Fox-42

Sarpy County
Lessee

By: [Signature]
Title
Date: June 13, 1995
Attested By:

[Signature]
Sarpy County Clerk
Date: June 13, 1995



ADDENDUM

EXHIBIT "A"

Conflict of Interest Clause:

Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or employee of County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this lease or the performing of services pursuant to this lease shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this lease or the proceeds thereof.

Use of Outside Agents:

Lessor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Lessor to solicit or secure this lease and that Lessor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this lease. For breach or violation of this warranty, the County shall have the right to annul this lease without liability, or in its discretion, to deduct from the lease price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Nature of Relationship:

Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent entity, and neither party is or will become the employee of the other as a result of the relationship created by this lease.

Compliance With Laws:

The parties hereto promise that they and each of them shall comply with all Federal and State laws and County ordinances applicable to this Lease, including but not limited to those set forth herein.

Non-discrimination Policy:

Lessor and its agents and employees promise that they and each of them do not and shall not discriminate against any employee, or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, or national origin, pursuant to the requirements of Section 48-1122, Nebraska State Statutes (Reissue 1988). Lessor and its agents and employees also promise to abide by the Americans With Disabilities Act of 1990, (p.L. 101-336); the Rehabilitation Act of 1973 (P.L. 93-112); the Drug Free Workplace Act; and such other federal and state laws, and local ordinances which may govern this Agreement.

Hold Harmless Clause:

Lessor shall indemnify and hold harmless Sarpy County, Nebraska, its Board of Commissioners, agents, employees or representatives from all claims, demands, suits, actions, payments, liability, and judgements, arising from the activities of Lessor or Lessor's directors, officers, agents, or employees.

Consequences of Breach:

Should Lessor breach, violate or abrogate any term, condition, clause, or provision of this Agreement, County may, at its discretion, terminate this Agreement forthwith, upon written notice to Lessor. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

Deb Houghtaling

Sarpy County Clerk

Fred Uhe
Chief Deputy
Fred@Sarpy.com

Renee Lansman
Assistant Chief Deputy
Renee@Sarpy.com

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4360 • Website www.Sarpy.com • Email: Clerk@Sarpy.com

November 4, 2009

Koley Jessen P.C., L.L.O.
Attn: Christina J. Reynoldson
One Pacific Place – Suite 800
1125 South 103rd Street
Omaha, NE 68124-1079

Dear Ms. Reynoldson,

Action by the Sarpy County Board of Commissioners on November 3, 2009 is as follows:

Resolution (2009-332): Approve and authorize Chairman to sign Acknowledgement of Receipt for change in notice and payment information regarding Emergency Management Tower Lease.

MOTION: Jansen moved, seconded by Richards, to approve the Consent Agenda items as presented. Ayes: Hike, Jones, Richards, Thomas & Jansen. Nays: None.

Enclosed is an original of the subject agreement which has been signed by the Chairman as authorized by the above stated action.

Sincerely,



Debra J. Houghtaling
Sarpy County Clerk

Enclosure
DJH/tj