

MISC 2010004191



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
01/14/2010 15:14:46.00



2010004191

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE (this "Assignment") dated this 12th day of January, 2010 (the "Effective Date"), is entered into by and between Waitt Omaha, LLC, a Nebraska limited liability company ("Assignor"), and NRG Media, LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, Journal Broadcast Group, Inc., a Wisconsin corporation, as successor-in-interest to Emmis Television Broadcasting, LP, d/b/a KMTV ("Landlord") and Assignor as successor-in-interest to RRE, LLC, a South Dakota limited liability company by operation of law, are parties to that certain Tower and Building Lease Agreement, dated July 16, 2002, as evidenced by that certain Memorandum of Lease dated of even date herewith and recorded on January 13, 2010, as Document Number 2010003848 with the Office of the Register of Deeds of Douglas County, Omaha (the "Lease"), whereby Assignor (as Tenant) leased certain space from Landlord located at 2614 Harney Street, Omaha, Nebraska, as legally described on Exhibit "A" attached hereto, as more particularly identified in the Lease (the "Premises"); and

WHEREAS, Assignor desires to assign, and Assignee desires and agrees to assume, the rights and obligations of Assignor under the Lease pursuant to the terms expressed herein.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals; Defined Terms. The foregoing recitals are acknowledged to be accurate and are incorporated herein by this reference. Capitalized terms used in this Assignment and not defined herein but defined in the Lease shall have the meanings given to such terms in the Lease.
2. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Lease from and after the Effective Date.

3. Assumption. Assignee hereby accepts said assignment and assumes all of the obligations and covenants of Assignor (as Tenant) under the Lease from and after the Effective Date, and will perform and observe all of the obligations, covenants, agreements, conditions and other provisions of the Lease which are to be performed and observed on the part of the Tenant under the Lease.

4. Assignee Indemnification. Assignee hereby agrees to defend, indemnify and hold harmless Assignor from any liabilities, damages, causes of action, expenses and attorney's fees incurred by Assignor by reason of the failure of Assignee to fulfill, perform and discharge all of the commitments, obligations, and liabilities of Assignee under the Lease which arise after the Effective Date.

5. Assignor Indemnification. Assignor hereby agrees to defend, indemnify and hold harmless Assignee from any liabilities, damages, causes of action, expenses and attorney's fees incurred by Assignee by reason of the failure of Assignor to fulfill, perform and discharge all of the commitments, obligations, and liabilities of Assignor under the Lease which arise on or before the Effective Date.

6. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns.

7. Lease Terms. Except as set forth in this Agreement, the Lease remains unchanged and in full force and effect in accordance with its terms. The Assignor has not assigned, modified or amended the Lease in any respect whatsoever and the Lease represents the entire agreement between the parties thereto concerning the leased premises and Assignor has no obligations to Landlord other than as set forth in the Lease.

8. No Default. As of the Effective Date, Assignor has (a) no actual knowledge of the existence of any default, or state of facts which, with the passage of time or the giving of notice, or both, would constitute a default on the part of Assignor or Landlord under the Lease, (b) not sent any written notice of default to Landlord pursuant to the Lease and (c) not received any written notice of default from Landlord pursuant to the Lease.

9. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of Nebraska.


10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but together they will constitute one and the same instrument. Executed versions of this Agreement transmitted by facsimile or electronic mail have the same effect as delivery of the originally executed version.

[Remainder of Page of Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease effective as of the date first written above.

ASSIGNOR:

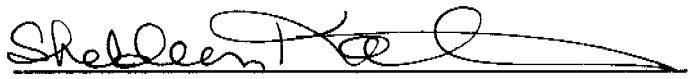
Waitt Omaha, LLC, a Nebraska limited liability company

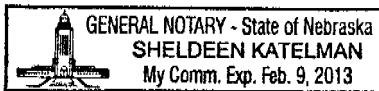
By: 
Name: John S. Schuele
Title: EVP

STATE OF Nebraska
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 12 day of January, 2010, by John S. Schuele as EVP of Waitt Omaha, LLC, a Nebraska limited liability company.

[NOTARY SEAL]


Notary Public



ASSIGNEE:

NRG Media, LLC, a Delaware limited liability company

By: Quass Communications, LLC, its Manager

By: Mary Quass
Mary Quass, its Manager

STATE OF IOWA)
)
COUNTY OF LINN)

This instrument was acknowledged before me this 7th day of January, 2010, by Mary Quass, as Manager of Quass Communications, LLC, the Manager of NRG Media, LLC, a Delaware limited liability company.

Cynthia A. Lohman
Notary Public – State of Iowa
My Commission Expires: 7.17.10

Notarial Seal – Iowa
CYNTHIA A. LOHMAN
Commission Number 747883
My Commission Expires July 17, 2010

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 10, in Block 2, in Capitol Hill, an Addition to the City of Omaha, in Douglas County, Nebraska.