

ASSIGNMENT OF LEASES

By

NRG MEDIA, LLC

Borrower/Grantor,

To

Cedar Rapids Bank and Trust Company

Lender/Grantee,

Legal Description set forth on Exhibit A

Dated as of: July 8, 2019

When Recorded Return To: JF
First American Title Insurance Company
National Commercial Services
121 South 8th Street, Suite 1250
Minneapolis, MN 55402
File No: NCS-760346

ASSIGNMENT OF LEASES - NEBRASKA

This ASSIGNMENT OF LEASES - NEBRASKA (this "Assignment") dated as of July 8, 2019, among NRG MEDIA, LLC, a Delaware limited liability company (the "Borrower" or the "Grantor"), and Cedar Rapids Bank and Trust Company, as Lender (in such capacity, the "Lender") under the Credit Agreement referred to in the next paragraph.

Reference is made to (a) the Credit Agreement, dated as of July 8, 2019, among the Borrower, the Guarantors party thereto, and Cedar Rapids Bank and Trust Company, as Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Security Agreement, dated as of July 8, 2019 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Guarantors party thereto, and the Lender.

The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, and the Borrower and the Guarantors secured their obligations pursuant to the Security Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Assignment. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of interpretation specified in Sections 1.3 and 1.4 of the Credit Agreement shall be applicable to this Assignment.

2. Leases. Grantor is a lessee of certain real properties legally described in the attached Exhibit A (which by this reference is incorporated into and made a part hereof as if set forth verbatim) pursuant to the leases identified in Exhibit A (each such real property hereinafter referred to as "Leased Property," and each such lease hereinafter referred to as a "Lease").

3. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Secured Obligations, the Grantor hereby assigns, transfers and sets over to the Lender (and its successors and assigns) all of Grantor's right, title and interest in each Lease; provided, however, that so long as no Event of Default has occurred, Grantor shall continue to enjoy all the rights and privileges of Grantor under the Lease and under any renewal, extension or modification of such Lease.

4. Exercise of Lender's Remedies. Upon the occurrence of any Event of Default, in addition to any other rights that the Lender may have under the Loan Documents, at law or in equity, the Lender shall have the immediate right to exercise all rights of Grantor under any one or more of the Leases and take possession of any Leased Property pursuant to such Leases. With respect to each Lease, the Lender shall further have the option, whether or not the Lender has exercised its rights under such Lease, to make this Assignment absolute. Upon the exercise by Lender of the option to make this Assignment absolute with respect to any Lease, Lender may thereafter, at its option, sell, assign or otherwise dispose of Grantor's

interest under such Lease, in accordance with Iowa law, which includes but is not limited to the provisions of Article 9 of the Iowa Commercial Code, and shall, with respect thereto, have all rights and remedies of a secured party under Iowa law. Upon the exercise of this option to make this Assignment absolute with respect to any Lease, Grantor shall have no further interest in such Lease or the Leased Property that is subject to such Lease. The Lender's exercise of its option to make this Assignment absolute with respect to any Lease shall relieve Grantor of any of its obligations of performance or payment under the terms of such Lease.

5. Right to Perform. In addition to the Lender's rights set forth in Section 4 above, the Lender may, whether or not it has exercised its right to take possession of any Leased Property, or its right to make this Assignment absolute with respect to any Lease, in its sole and absolute discretion, and without notice to Grantor, make payment of any defaulted obligation of Grantor to any lessor under any Lease, and any amount so paid by the Lender shall constitute a demand obligation from Grantor to the Lender. Nothing herein contained shall obligate the Lender to make any such payment, nor shall the making of one or more such payments constitute an agreement on the Lender's part to take any further or similar action.

6. Grantor's Representations and Warranties. Grantor represents and warrants to the Lender as of the date hereof the following to be true and correct: (A) each Lease is in full force and effect, and (B) Grantor has not executed any prior assignment or pledge of any of its rights, nor is its rights encumbered, with respect to any Lease.

7. Grantor's Covenants. Grantor agrees that it will not amend, assign or transfer any interest in or modify any Lease or terminate the terms thereof without the prior written consent of Lender. Grantor will fulfill or perform each and every material condition and covenant of the Lease required to be fulfilled or performed by Grantor, give prompt notice to the Lender of any notice of default received by Grantor under any Lease, together with a complete copy of any such notice, and, at the sole cost and expense of Grantor, cure such default as required by such Lease.

8. Power of Attorney. Grantor further irrevocably appoints the Lender as Grantor's attorney-in-fact to exercise any or all of Grantor's right in, to, and under each Lease, to give appropriate receipts, releases, and satisfactions on behalf of Grantor in connection with the performance under each Lease, and to do any or all other acts, in Grantor's name or in the Lender's own name, that Grantor could do under each Lease with the same force and effect as if this Assignment had not been made. This power of attorney is coupled with an interest and may only be employed by the Lender after the occurrence of an Event of Default.

9. Miscellaneous. This Assignment shall be construed in accordance with and governed by the laws of the State of Iowa, and shall insure to the benefit of the Lender, its successors and assigns, and shall be binding upon Grantor and its successors and assigns. No amendment to this Assignment or waiver of any right or obligation pursuant to this Assignment shall be effective unless given in writing and signed by the Lender and Grantor.

Any notice required to be given under this Assignment shall be given in accordance with Section 11.1 of the Credit Agreement. In the event any one or more of the provisions contained in this Assignment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). This Agreement may be executed in counterparts, including by transmission of facsimile or PDF copies of signature pages, each of which shall for all purposes be deemed to be an original and all of which shall constitute an instrument. All signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

[Remainder of this page intentionally left blank; signature page follows]

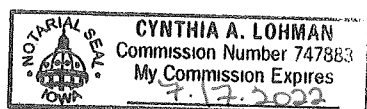
IN WITNESS WHEREOF, this Assignment of Leases has been duly executed on the date first above written.

NRG Media, LLC,
a Delaware limited liability company
By: NRG Radio, LLC, its Managing Member

By: Mary Quass
Mary Quass, President

STATE OF IOWA)
) ss.
COUNTY OF LINN)

On this 3rd day of July, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Mary Quass, the President of NRG Radio, LLC, the Managing Member of NRG Media, LLC, a Delaware limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged the same as her voluntary act and deed.



Cynthia A. Lohman
Notary Public, State of Iowa

My commission expires: 7.17.2022

ACCEPTED AND AGREED TO:

Cedar Rapids Bank and Trust Company

By: 
John W. Hall, Executive Vice President

Exhibit A
to Assignment

Legal Descriptions

Buffalo County

1. KKPR-FM, 1 mi E of Intersection of Sioux Rd & 145th, NE, 68840

- Title and Date of Lease: Lease Agreement, 3/15/01, as amended 11/8/07 and 8/16/16
- Original Lessor: Platte River Radio, Inc.
- Original Lessee: Eternal Broadcasting, Inc.
 - NRG Media is successor-in-interest
- Legal Description:

**EAST HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 22,
TOWNSHIP 10 NORTH, RANGE 13, WEST OF THE 6TH P.M., LOCATED IN THE
UNINCORPORATED LAND NORTH OF GIBBON, BUFFALO COUNTY, NEBRASKA**

2. 3406 Lakeview Dr., Kearney, NE 68845 (Bill of Sale, no lease provided)

- Title and Date of Lease: Lease not provided, only Bill of Sale and Assignment, 12/18/12
- Original Lessor: USA Towers, LLC
 - Assigned to SBA Towers IV, LLC on 12/18/12
- Original Lessee: Unclear
 - NRG Media is current lessee
- Legal Description:

A tract of land in the Southwest 1/4 of the Northwest Quarter 1/4 of Section 35, Township 9 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska, described as follows: Commencing at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 35; thence South on the East line of the Southwest 1/4 of said Northwest 1/4 a distance of 550 feet; thence in a northwesterly direction to a point on the North line of the Southwest 1/4 of said Northwest 1/4, which point is 554 feet West of the place of beginning; thence East a distance of 554 feet to the place of beginning.

LOCATED IN KEARNEY, BUFFALO COUNTY, NEBRASKA.

Douglas County

1. 2614 Harney St., Omaha, NE, 68102

- Title and Date of Lease: Tower and Building Lease Agreement, 7/16/02, renewed 1/31/17
- Original Lessor: Emmis Television Broadcasting, LP
 - Scripps Media, Inc. is the successor-in-interest
- Original Lessee: RRE, LLC
 - NRG Media is the successor-in-interest
- Legal Description:

CAPITOL HILL ADD LOT 10 BLOCK 2 60 X 134, LOCATED IN OMAHA, DOUGLAS COUNTY, NEBRASKA.

2. 2808 B. St. Omaha, NE, 68105

- Title and Date of Lease: License Agreement, 2/2/17
- Original Lessor: Acquisition Partners II, LLC
- Original Lessee: NRG Media
- Legal Description:

SOUTH OMAHA REP 5* LOT 1 BLOCK 0 100 X 120, LOCATED IN OMAHA, DOUGLAS COUNTY, NEBRASKA.

3. 5400 North 72nd St, Omaha, NE 68134

- Title and Date of Lease: Tower and Building Lease Agreement, 7/16/02, renewed 1/31/17
- Original Lessor: Emmis Television Broadcasting, LP
 - Scripps Media, Inc. is successor-in-interest
- Original Lessee: RRE, LLC
 - NRG Media is successor-in-interest
- Legal Description:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 16 NORTH RANGE 12 EAST OF THE 6TH P.M. IN THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA; THENCE ASSUMING THAT THE WEST PROPERTY LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER IS BEARING DUE NORTH AND SOUTH, ON A BEARING OF SOUTH 89° 50' 18" WEST, AND RUNNING WESTERLY ALONG THE SOUTH PROPERTY LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 33.00 FEET, TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING WESTERLY, ALONG THE SOUTH PROPERTY LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 1,286.77 FEET, TO A POINT WHICH IS THE SOUTHWEST CORNER OF SAID EAST HALF; THENCE ON A BEARING OF NORTH 00° 00' 00" EAST, AND RUNNING NORTHERLY ALONG THE WEST PROPERTY LINE OF SAID EAST HALF, FOR A DISTANCE OF 639.27 FEET, TO A POINT, THENCE ON A BEARING OF NORTH 89° 53' 48" EAST, AND RUNNING EASTERLY, FOR A DISTANCE OF 1,285.62 FEET, TO A POINT, SAID POINT ALSO BEING A POINT 33.00 FEET WEST OF THE EAST PROPERTY LINE OF SAID SOUTHEAST QUARTER; THENCE ON A BEARING OF SOUTH 00° 06' 12" EAST; AND RUNNIG SOUTHERLY, 33.00 FEET WEST OF AND PARALLEL TO THE EAST PROPERTY LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 637.96 FEET, TO THE TRUE POINT OF BEGINNING, EXCEPT THE EAST 17 FEET THEREOF:

**TOGETHER WITH THAT PART OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NW1/4 NE1/4 NE1/4) OF
SECTION 2, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN THE
CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA, FORMERLY KNOWN AS
BLOCK 101, BENSON, NOW VACATED, TOGETHER WITH ALL OF THE VACATED
FORT STREET ADJACENT THERETO ON THE NORTH, AND ONE-HALF OF
VACATED BROWNE, 73RD AND 75TH STREET ADJOINING SAID BLOCK.**

4. 5011 Capitol Avenue, Omaha, NE 68132

- Title and Date of Lease: Real Property Lease, 1/1/16
- Original Lessor: 5011 Building, LLC
- Original Lessee: NRG Media
- Legal Description:

A RECTANGULAR PARCEL OF LAND LOCATED IN THE SOUTH HALF OF LOT 19, BLOCK 95 & EAST 30 FEET OF LOT 15 & ALL LOTS 16 THRU LOT 19, BLOCK 95, DUNDEE PLACE AN ADDITION TO THE CITY OF OMAHA AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE SOUTHWEST CORNER OF LOT 15; THENCE EAST ALONG THE NORTH DODGE STREET RIGHT-OF-WAY LINE, A DISTANCE OF 230.00 FEET TO THE SOUTHEAST CORNER OF LOT 19; THENCE NORTH ALONG THE EAST LOT LINE, A DISTANCE OF 14.00 FEET; THENCE WEST PARALLEL TO THE NORTH DODGE STREET RIGHT-OF-WAY LINE, A DISTANCE OF 96.00 FEET; THENCE SOUTH PERPENDICULAR TO THE NORTH DODGE STREET RIGHT-OF-WAY LINE, A DISTANCE OF 12.00 FEET; THENCE EAST PARALLEL TO THE NORTH DODGE STREET RIGHT-OF-WAY LINE, A DISTANCE OF 66.00 FEET; THENCE NORTH PERPENDICULAR TO THE NORTH DODGE STREET RIGHT-OF-WAY LINE, A DISTANCE OF 3.00 FEET; THENCE WEST PARALLEL TO THE NORTH DODGE STREET RIGHT-OF-WAY LINE, A DISTANCE OF 4.00 FEET; THENCE SOUTH PERPENDICULAR TO THE NORTH DODGE STREET RIGHT-OF-WAY LINE, A DISTANCE OF 3.00 FEET; THENCE WEST PARALLEL TO THE NORTH DODGE STREET RIGHT-OF-WAY LINE, A DISTANCE OF 64.00 FEET TO A POINT ON THE WEST LOT LINE, 2.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 15; THENCE SOUTH ALONG THE WEST LOT LINE, A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING; AN AREA OF ENCOMPASSING 1,624.05 SQUARE FEET, MORE OR LESS.

Hall County

- 3532 W Capital, Grand Island, NE
 - Title and Date of Lease: Lease of Business Property, 10/14/08 as amended 10/16/13 and 10/4/18
 - Original Lessor: Bluestem Properties, LLC
 - Original Lessee: NRG Media
 - Legal Description:

**Lots Three (3) and Four (4) in Bosselman Subdivision, an
Addition to the City of Grand Island, Hall County, Nebraska**

BOSELMAN SUB PT LT 3 & ALL LT 4, LOCATED IN GRAND ISLAND, HALL
COUNTY, NEBRASKA; PIN 019+400023253.

Howard County

- 848 Yutan Rd., Yutan, NE 68073
 - Title and Date of Lease: Ground Lease Agreement, 6/4/09
 - Original Lessors: Leslie Stelk & Gene Harmon
 - Original Lessee: NRG Media
 - Legal Description:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW¼SW¼) OF SECTION TWENTY-NINE (29), TOWNSHIP FOURTEEN (14) NORTH, RANGE TWELVE (12) WEST OF THE 6TH P.M., LOCATED IN BOELUS, HOWARD COUNTY, NEBRASKA.

Kearney County

1. On 38 Rd., north of the intersection with South Road, Heartwell, NE
 - Title and Date of Lease: Antenna Lease Agreement, 12/15/00, renewed 2/25/16
 - Original Lessor: Triple M Investments, LTD
 - Heartwell Tower, LLC is successor-in-interest
 - Original Lessee: JCM Broadcasting Co., LLC
 - NRG Media is successor-in-interest
 - Legal Description:

1 7 14 TRACT IN SE 1/4 & NE 1/4 1-7-14 LIBERTY 52.95 AC. LOCATED IN HEARTWELL, KEARNEY COUNTY, NEBRASKA; PARCEL ID 0003135.01.

2. On 38 Rd., north of the intersection with South Road, Heartwell, NE
 - Same tower as previous lease, different spot on tower
 - Title and Date of Lease: Antenna Lease Agreement, 12/15/00, renewed 2/25/16
 - Original Lessor: Triple M Investments, LTD
 - Heartwell Tower, LLC is successor-in-interest
 - Original Lessee: JCM Broadcasting Co., LLC
 - NRG Media is successor-in-interest
 - Legal Description:

1 7 14 TRACT IN SE 1/4 & NE 1/4 1-7-14 LIBERTY 52.95 AC. LOCATED IN HEARTWELL, KEARNEY COUNTY, NEBRASKA; PARCEL ID 0003135.01.

3. 1738 W. Rd., Lowell, NE 68840

- Title and Date of Lease: License Agreement, 10/1/13
- Original Lessor: Pappas Telecasting of Central Nebraska, L.P.
- Original Lessee: NRG Media
- Legal Description:

**14-8-14 TRACT SE 1/4 SW 1/4 14-8-14 LOWELL 3.32 ACS. LOCATED IN LOWELL,
KEARNEY COUNTY, NEBRASKA; PARCEL NUMBER 0003842.**

Lancaster County

1. 3065 N. 31st St Circle, Lincoln, NE

- Title and Date of Lease: Ground Lease Agreement, 11/16/04
- Original Lessor: Northgate Park, Inc.
- Original Lessee: Spilker Family Limited Partnership
 - Assigned to NRG Media on 7/29/2015
- Legal Description:

- (n) ~~IRREGULAR TRACT 162~~: That certain real property owned by Landlord and legally described as Irregular Tract 162, Southwest Quarter (SW1/4), Section 7, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, as Identified on Exhibit B attached hereto.
- (o) LAND: That certain 350' x 350' parcel of real property located in the Northwest Corner of Irregular Tract 162, as identified on Exhibit B attached to this Lease.
- (p) RETAINED LAND: Collectively, any real property owned by Landlord or its successor in title during the Term which surrounds or lies adjacent to or contiguous with the Road, including, without limitation, Irregular Tract 162 and Outlot A and Lot 1, Block 1, Spilker's Addition, Lincoln, Lancaster County, Nebraska.

2. U.S. Bank Tower, 233 S. 13 St, Lincoln, NE 68508

- a. Title and Date of Lease: Site Access Agreement, 6/1/17
- b. Original Lessor: Broadcast Services, Inc.
- c. Original Lessee: NRG Media
- d. Legal Description:

LINCOLN ORIGINAL, BLOCK 66, LOT 9, E16' & ALL LOTS 10 THRU 12, LOCATED IN LINCOLN, LANCASTER COUNTY, NEBRASKA; PARCEL ID 10-26-210-006-000.

Sarpy County

- 18200 Buffalo Rd, Springfield, NE 15959
 - Title and Date of Lease: Tower Attachment Agreement, 11/28/01
 - Original Lessor: Grace University
 - Original Lessee: Waitt Radio, Inc.
 - NRG Media as current Lessee
 - Legal Description:

That part of the south 180 feet of the west 1,500 feet of the south one half (S ½) of the northwest quarter (NW ¼) and the west 1,500 feet of the north one half (N ½) of the southwest quarter (SW ¼) of Section 33, Township 13 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, the north boundary line of which shall be twenty (20) feet north of the north guy wire anchor of the radio tower, and the east boundary line of which shall be twenty (20) feet east of the east guy wire anchor.

LOCATED IN SPRINGFIELD, SARPY COUNTY, NEBRASKA.