

First Amendment to Lease Agreement

This First Amendment to Lease Agreement ("First Amendment"), is made and entered into as of August 30, 2016, ("First Amendment Effective Date"), between iHeartMedia + Entertainment, Inc., n/k/a as Clear Channel Broadcasting, Inc., as owner and operator of WHAL-FM ("Lessee") and Nexstar Broadcasting, Inc., as successor to Clear Channel Broadcasting, Inc., as owner and operator of WPTY-TV ("Lessor"). Lessee and Lessor shall hereinafter be referred to collectively as the "Parties." Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease (hereinafter defined).

WHEREAS, Lessee and Lessor are parties to that certain agreement titled Lease Agreement dated as of March 20, 2007 (the "Lease");

WHEREAS, Lessee and Lessor wish to amend Exhibit A to the Lease in order to provide a more detailed description of the Leased Premises; and


NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. As of the First Amendment Effective Date, Exhibit A to the Lease is hereby deleted and replaced in its entirety with Exhibit A attached to this First Amendment.
2. Except as amended herein, all other provisions of the Lease shall remain unchanged and in full force and effect. This First Amendment, which together with the Lease, constitutes the entire understanding and agreement of the Parties with respect to the subject matter therein. To the extent any provision in this First Amendment is inconsistent with any provision in the Lease, the language in this First Amendment shall take precedence. This First Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original.
3. Lessor shall maintain the tower in its current location and condition.

IN WITNESS WHEREOF, the Parties have executed and delivered this First Amendment as of the First Amendment Effective Date.

iHeartMedia + Entertainment, Inc. ("Lessee")
Broadcasting, Inc. ("Lessor")

Nexstar

By: 

Title: SA Vice President

Printed Name: Stephen G. Davis

By: 

Title: SVP- STATION OPERATIONS

Printed Name: BLAKE RUSSELL

Rent:

The rent is one dollar (\$1.00) per year for the Initial Term. The rent during any Renewal Term will be the fair market value rates as agreed by Lessor and Lessee. If Lessor and Lessee do not agree on the fair market value of the monthly rental payments prior to the date ninety (90) days before the commencement of any Renewal Term, then the parties shall establish such amount prior to such commencement by binding arbitration pursuant to the rules and procedures established by the American Arbitration Association (the "AAA") and conducted by an arbitrator selected by the AAA. Rent shall be due monthly in advance on the first day of each month during the Term and any partial month shall be pro rated. Lessor acknowledges that such rent has been paid in full in advance for the Initial Term by Lessee.

In addition to rent, Lessee shall pay any applicable sales or similar tax arising from the rent payments or the tenancy hereunder.

Exhibit A

(2701 Union Extended, Memphis, TN)

Property Description: The Memphis, TN studio and transmitter site with the common address of 2701 Union Extended, Memphis, TN.

Station: WHAL-FM, Horn Lake, Mississippi

Leased Premises Description: Those portions of the Property utilized by Lessee as of the date of the execution of the Lease for the following equipment:

- a. A 6-bay FM antenna on top of the tower with a bridge extending from the building to the tower to support cables;
- b. A waveguide and cabling for the antenna lights running from the tower, across the bridge and through the ceiling of the building to the utility room (consisting of approximately 360 square feet) on the ground floor of the building (the "Utility Room");
- c. Ethernet cabling running from the Utility Room to the main distribution facility;
- d. Four (4) transmitter racks and additional equipment, including, but not limited to, transformers, a nitrogen cylinder and tools occupying a portion of the Utility Room as set forth in the diagram attached;
- e. A stand-by generator in the east parking lot which connects to a changeover switch located in the Utility Room; and
- f. An air conditioning system, which includes 2 compressors located west of the generator in the back parking lot.
- g. STL microwave dish and associated cable on the tower, including a Mark Grid dish antenna and 7/8 inch transmission line from the dish into the building ceiling and into the utility room housing WHAL transmitter equipment.
- h. Four foot satellite dish mounted on the tower with cable running from the dish into the building and to the utility room housing WHAL transmitter equipment.

Term: The term ends on the date twenty (20) years after the date of the Lease (the "Initial Term"). Lessee shall have two (2) twenty (20) year renewal options (each a "Renewal Term" and, together with the Initial Term, the "Term"), exercisable by Lessee upon written notice to Lessor no later than six (6) months prior to the expiration of the then current term. Notwithstanding anything herein to the contrary, Lessee may terminate this Lease at any time upon six (6) months prior written notice to Lessor.

Diagram of Utility Room

