

AUG 13 2015

KPHO Revisions 06/09/15

LICENSE AGREEMENT

This License is between KPHO Broadcasting Corporation ("Lessor") and Maricopa County Community College District d/b/a KJZZ/KBAQ ("Lessee")

Whereas, Lessor owns a Television Tower ("Tower") on South Mountain, Phoenix, AZ, with an Antenna Structure Registration Number of 1005664; and

Whereas, Lessee desires to attach to Tower Lessee's communications equipment specifically described herein and to use 70 square feet of floor space inside Lessor's transmitter building located adjacent to the Tower ("Premises");

Now therefore, it is mutually agreed as follows:

1. Tower Installation. Lessor grants Lessee the right to attach to Tower (at points thereon designated by Lessor), to use the Premises, and to maintain, operate, repair and replace at Lessee's expense, the communication equipment listed on Exhibit A. No other equipment will be installed on Tower by Lessee.

2. Term. This License shall be for a period of nine (9) months commencing on the date on which Lessee completes the installation of its antenna on the Tower. Lessee agrees to notify Lessor, in writing, of that date immediately upon such installation, after which Lessor will confirm the commencement date of this License. Unless this License is renewed by mutual agreement in writing, any holding over by Lessee at the end of the term shall be on a month-to-month basis subject to cancellation by Lessor at any time upon thirty (30) days' notice to Lessee.

3. Description of Equipment. Lessee agrees that at the time of execution of this License it will supply Lessor with a complete written technical description of all the equipment it will install and use including without limitations the antenna systems, operating frequencies, emissions, and transmitter output power, and A.C. input power, together with the name, address and telephone number of the person responsible for installation and maintenance of the equipment and/or antennas. Lessee shall also supply the name, address and telephone number of the person who should be contacted in the case of an emergency.

4. Rent. In consideration of the foregoing, Lessee agrees to pay rent to Lessor in the amount of eight-thousand dollars (\$8,000) per month. The

payment for the first three months (which payment shall not be refundable) shall be due and payable when this License is executed. Payment for the fourth month and each subsequent month shall be due and payable on or before the first day of each month for which the payment is made, during the term. All payments shall be made to Lessor at its business office at 5555 N. 7th Avenue, Phoenix, AZ, 85013, or at such other address of which Lessor shall notify Lessee in writing.

5. Repair and Maintenance.

(a) Lessee shall be responsible for the repair and maintenance of Lessee's equipment in accordance with reasonable engineering standards, but in all events to Lessor's complete satisfaction. The Lessee's equipment can be in operation twenty-four hours a day, and Lessee and its agents and employees shall at all times during the term of this License have the right to enter upon the Tower where any of the Lessee's equipment is located for inspection purposes. In no event shall Lessor be liable to Lessee for any loss or damage that Lessee may suffer or liability that may arise as a result of its being unable to obtain entry to the Tower or Premises. Lessee agrees to coordinate all tower work with Lessor in advance of accessing the Tower. Lessee further agrees to utilize Lessor's approved tower riggers.

(b) All painting, lighting, structural repairs and maintenance of the Tower and the Premises shall be the responsibility of Lessor.

(c) During Lessor's painting, lighting, maintenance and repair of Tower, Lessee agrees to reduce operating power, if needed in Lessor's judgment, to allow tower workers to perform their duties without being exposed to non-ionizing radiation levels in excess of those allowed for continuous exposure by federal, state or local regulations.

6. Equipment of Lessee. All of the property installed by Lessee shall remain Lessee's sole property and may be removed by Lessee at any time, subject, however, to the terms of this License. Lessor shall not be liable for any loss or damage to any of Lessee's equipment resulting from any cause whatsoever while on the Lessor's premises or Tower. Upon Lessee's removal of any or all of its equipment from the Tower and Premises during the term of this License or upon its termination, Lessee agrees to leave the Tower and Premises in as good repair as it was prior to the removal. If, within 90 days after termination of this License, Lessee fails to remove its equipment from the Tower or Premises after receipt of written notice from Lessor, Lessor may deem the equipment to be abandoned

and may dispose of it in any manner it determines to be suitable without any liability to Lessee.

7. Authority to Broadcast. Prior to installation of its equipment, Lessee shall exhibit to Lessor a copy of Lessee's engineering section of its FCC construction permit or Lessee's license to broadcast so that Lessor may know that Lessee has approval to proceed. If, during the term of this License, Lessee fails to receive the required authority from the FCC or subsequently has such authority removed, then Lessee may terminate this License upon thirty (30) days' notice to Lessor.

8. Compliance with Laws. Lessee agrees to comply with all applicable rules, regulations, and laws of the City of Phoenix, State of Arizona, and the Federal Government in using the Tower and agrees to protect Lessor against any tax, charge, or penalty imposed or levied against Lessor on account of Lessee's failure to comply. Lessee will hold harmless Lessor against any and all claims arising out of Lessee's failure to comply with applicable law relating to this License.

9. RF Radiation Compliance. Lessee agrees that the radio frequency signal radiated from Lessee's equipment and antenna on the Tower, when accumulated with the existing broadcast services operating on the Tower, shall not expose the public or workers to non-ionizing radiation levels in excess of the maximum allowed by federal, state and local regulations.

10. Broadcast Interference. Lessee agrees that its use of the Lessor's Tower and Premises will not adversely affect any of the operations of Lessor. In the event Lessee's equipment in the judgment of the Lessor, (a) interferes in any manner with the proper operation of Lessor's broadcasting facilities, (b) interferes with any other broadcast facility located on the Tower or within the Premises or (c) violates any FCC rule or regulation, Lessee agrees to correct such interference to the sole satisfaction of Lessor promptly upon receipt from Lessor of notice of such interference. Lessee further agrees to investigate all claims of interference caused or alleged to be caused by Lessee to other communications systems located on the Tower or within the Premises and to take immediate corrective action as may be required to eliminate any such interference.

11. Hold Harmless. To the extent permitted by law, Lessee covenants at all times to save Lessor harmless from all loss, liability, loss or damage that may occur or be claimed with respect to any person or persons, corporation, property or chattels on or about the Tower or Premises, resulting from any negligent act done or omission by or through the Lessee, its agents, employees, invitees or any other person by reason of the Lessee's use of said property and any and all loss, cost, liability or expenses resulting therefrom [SEE COMMENTS IN PARA. 6]. Lessee further covenants and agrees to maintain at all times during the term of this Agreement, comprehensive commercial general liability insurance in a responsible insurance company, licensed to do business in the State of Arizona and satisfactory to Lessor, properly protecting and indemnifying Lessor in an amount of not less than \$3,000,000.00 for bodily injury and property damage arising out of its use of the Tower and premises. Lessee shall furnish Lessor a Certificate or Certificates of Insurance covering such insurance so maintained by Lessee stating that such coverage shall not be canceled or changed until Lessor shall be given thirty (30) days' notice in writing. Lessee further agrees to carry adequate workmen's compensation insurance covering all of its employees with some reputable insurance company authorized to engage in such business in the State of Arizona.

12. Mechanic's Liens. Because Lessee is a public entity, its property cannot be subject to a lien under Arizona law. However, Lessee will hold harmless Lessor against any and all claims arising out of liens that may be against Lessor relating to Lessee's use of the Tower and the Premises.

13. Impairment of Facilities. In the event that the Tower or Premises is condemned by any competent authority or damaged or destroyed by fire, force majeure or any other cause so as to prevent Lessee's use of its transmitting and receiving equipment, the rent shall abate until the same are restored. If the Tower or Premises is not restored within sixty (60) days after the damage or destruction, this License may be canceled by either party; provided, however, that if Lessor determines immediately after the damage or destruction not to restore the Tower or Premises and so notifies Lessee, this License shall terminate on the date of that determination. Any other failure or impairment of Lessor's facilities due to causes beyond Lessor's control shall not constitute a breach of this License and Lessor shall not be liable to Lessee, except to the extent of a pro-rata reduction in rental payments.

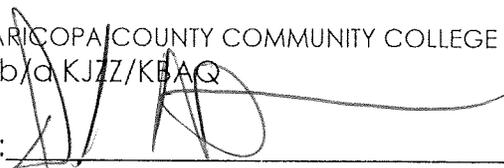
1. Assignment and Subletting. This License shall not be assigned by Lessee nor shall Lessee sublet its interest in it without the written consent of Lessor having been first obtained.

15. Manner of Installation on Tower. Lessor retains the right to accept or reject the installation plans of Lessee.. The decision will be made by Lessor's Engineering Department and/or mechanical engineering consultants employed for this purpose. All mounting hardware/material shall be hot dip galvanized or cadmium plated. No welding to any part of the Tower shall be permitted. Drilling will be performed only when approved by Lessor and then exactly as specified by Lessor or its consultant.

16. Default. If Lessee (a) fails to pay any rent or any other sum of money due under this License within ten (10) days after notice from Lessor that the same is overdue, (b) fails to immediately correct broadcast interference as required in Paragraph 10, or (c) violates or fail to perform any other material provision of this License within thirty (30) days after receipt of written notice from Lessor, then this License shall be in default and at any time thereafter Lessor may at its option terminate this License, remove all property of Lessee on the Tower or within the Premises and pursue such other and further rights and remedies as shall be legally available.

17. **No Waiver.** Nothing in this License shall be interpreted or construed to waive Lessee's sovereign immunity under the laws of the State of Arizona. [WE MUST PRESERVE OUR SOVEREIGN IMMUNITY AS A PUBLIC ENTITY. THAT MEANS THAT CLAIMS AGAINST US FOR MONEY MUST FOLLOW THE PROCEDURES SET FORTH IN ARIZONA REVISED STATUTES SECTION 12-821.01. OUR PUBLICLY ELECTED GOVERNING BOARD, VOTED TO THEIR POSITIONS BY MARICOPA COUNTY VOTERS, WILL NOT WAIVE THIS.]

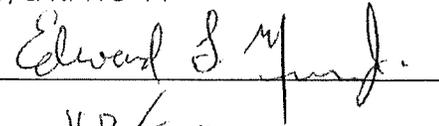
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
d/b/a KJZZ/KEAQ

By: 

Title: Dir. Purchasing & Aux. Svc.

Date: 8/31/15

KPHO BROADCASTING CORPORATION
d/b/a KPHO-TV

By: 

Title: VP/GM

Date: 6/24/15

Exhibit A

List of Equipment to be
Installed on Tower

Tower:

<u>Antennas</u>	<u>MFG</u>	<u>Type</u>	<u>Location on Tower</u>
1	Shively	6828 4 bay FM	220 Ft. AGL
1	Kathrein/Scala	PR-950U	55 Ft. AGL
1	RFS / eXalt	3' Parabolic	55 Ft. AGL

Transmission Line

<u>Qty</u>	<u>MFG</u>	<u>Type</u>	<u>Size</u>	<u>Location on Tower</u>
1	Andrew	HJ11-50,	4-1/16" or equivalent	220 Ft. AGL to KPHO Bldg.
1	Andrew	LDF5-50A	1/2" Heliax or equiv.	55 ft. AGL to KPHO Bldg.
1	Times	Outdoor	Cat 5e (UV) Resistant	55 ft. AGL to KPHO Bldg.

Other Equipment on Tower

None

NOTES: Shively model 6828 4 bay FM antenna is a 0.9 wavelength spaced antenna selected to reduce downward radiation.

Kathrein/Scala PR-950 is a half parabolic grid antenna selected for 950 Mhz.

RFS / eXalt 3' parabolic antenna contains an electronics package attached to the 3' antenna, fed with Cat 5E Outdoor cable.

Any and all changes in the above list of equipment require the prior approval of the Lessor and may necessitate a new License.

Exhibit B

As a material part of the consideration for this License, Lessee will provide Lessor with the following:

1. Lessee agrees to utilize approximately 70 square feet of floor space inside Lessor's transmitter building pursuant to the attachment to this exhibit. Actual equipment placement to be determined by Lessor's local site manager in cooperation with Lessee's representative.
2. Lessee agrees to provide its own electrical service and metering. Lessor agrees to allow Lessee to tie into its main service entrance provided 1) the tie in is made ahead of Lessor's power meter, 2) there is sufficient capacity in the current service entrance to accommodate Lessor's power requirements, 3) agrees to coordinate any electrical work with Lessor and 4) Lessee will pay all costs involved in modifying Lessor's electrical service as required.
3. Lessee will either 1) provide its own ventilation for exhausting heat as to not overload Lessor's building HVAC system, or 2) reimburse Lessor for any costs associated with modifying Lessor's HVAC system to accommodate the excess heat load caused by the Lessee's equipment.
4. Lessee agrees to provide at its cost the required structural analysis for the Tower regarding the appurtenances to be added to ensure compliance with all state and local tower regulations. Lessee also agrees to utilize the services of the structural engineer designated by the Lessor for the structural analysis.
5. Lessee will be responsible for any costs associated with any structural reinforcement or modifications required as determined by the structural analysis.
6. Lessee will mount a 4-inch GPS dome antenna on the outside of the building with 100% shielded cable in a location designated by the Lessor.

Exhibit B Attachment

KJZZ Nautel GV-40	KJZZ Terminal Rack	KBAQ Nautel NV-20	KBAQ Terminal Rack	Branched "T" Combiner ERI or Shively 24" Cavities
66" x 36"	23" x 24"	36" x 36"	23" x 24"	60" X 84"