

AGREEMENT FOR TOWER AND EQUIPMENT LEASE

This Agreement, made and entered into this 22nd day of December, 2009, by and between the City of Truth or Consequences, New Mexico ("Lessor"), and KOB-TV, LLC ("Lessee").

WHEREAS, Lessor is the owner of a tower located on Mud Mountain, which is the antenna site for Television Translator Station K51BQ (the "Station") and is suitable for the mounting and supporting of additional antennas (the "Tower") ;

WHEREAS, Lessor is the owner of a building located on the foregoing real property which is used to house the transmitter for the Station; and

WHEREAS, Lessor and Lessee desire to enter into a written agreement setting forth the terms and conditions under which Lessee shall lease the Tower and necessary building space to operate the Station located on the premises;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants of the parties, and other good and valuable consideration, it is hereby agreed as follow:

1. **Leased Space.** Lessor hereby agrees to let and lease unto the Lessee space on the Tower to hold the Station's transmitting and receiving antennas and the necessary building space for operation of the Station.
2. **Term.** The term hereof shall commence as of the date of this Lease and shall continue for a period of one year and shall be renewed automatically on the anniversary of the date of this Lease for successive one-year terms, unless either party notifies the other, in writing, at least one hundred twenty (120) days prior to the expiration of the lease period, of its intent to terminate the Lease.
3. **Consideration.** As consideration for this Lease, Lessee will continue the operations of the Station in accordance with good engineering practices.
4. **Utilities.** Lessee shall be responsible for all electricity, water, heat, telephone and janitorial service for the transmitter building located on the premises.
5. **Installation and Maintenance.** Both parties hereto agree that they will not commit any nuisance on the property or allow any dangerous or combustible materials to be stored thereon.
6. **Radio Frequency Radiation ("RF Radiation").** Lessor and Lessee shall each conduct its activities from the Tower in compliance with any existing or hereafter imposed standards or regulations regarding maximum RF radiation levels in non-ionizing bands.

a) Lessee shall not allow any workmen to climb on the Tower at any time while transmitting without first reducing power level to that acceptable regarding RF radiation levels. Lessor shall not allow any workmen to climb on Tower without prior notification to Lessee to power down to acceptable RF levels. Lessee agrees to do so immediately upon notification from Lessor at designated time workmen are set to climb Tower.

b) Lessor shall cause all current and future tenants to comply with the Radio Frequency Radiation standards or regulations in general and in 6(a) specifically.

7. Business Interruption. Neither party hereto shall in any event be liable to the other for loss or damage sustained by reason of any business interruption suffered by reason of its act or omission or its violation of any of the terms, covenants or conditions of this Agreement or any interruption resulting from a cause beyond its control, or for any future installations on Tower, or work on Tower by Lessee.

8. Alterations. Lessee shall not construct, demolish, or alter any improvements on the premises without the prior written consent of Lessor.

9. Use of Premises. Lessee or its agents may have free access to said premises for the purpose of operation, inspection, maintenance, and repair of the Station and its related equipment.

10. Surrender. On expiration or termination of this Agreement, Lessee shall surrender the premises in the same condition as at commencement of the term, subject to the reasonable wear and tear from ordinary use and damage by the elements.

11. Notices. Notices between the parties relating to this Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated below or to such address as either party may specify by notice to the other.

If to Lessor:

Mary Penner, Acting City Manager, Truth or Consequences
505 Sims
Truth or Consequences, New Mexico 87901

If to Lessee:

KOB-TV, LLC
3415 University Avenue
St. Paul, Minnesota 55114
Attention: Gary Macomber, Assistant Secretary

12. Successors. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

13. Integration. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties relating to the subject matter of this Agreement, and no representations or understandings not expressly set forth herein shall have any effect. Any modification to this Agreement must be in writing and signed by both parties hereto.

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

LESSOR:
CITY OF TRUTH OR CONSEQUENCES

By: Mary Penner
Mary Penner, Acting City Manager

LESSEE:
KOB-TV, LLC

By: _____
Gary Macomber, Assistant Secretary