

LEASE AGREEMENT

KCTS TRANSMISSION SITE & TOWER

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LEASE AGREEMENT

This Lease is made and entered into this 28th day of February, 2010, by and between KCTS Television, a Washington corporation ("Lessor"), and King County, a municipal corporation and political subdivision of the State of Washington ("Lessee").

WHEREAS, Lessor is the owner of a communications tower ("Tower"), building ("Building") and real property located at 1611 18th, Seattle, WA; (referred to herein collectively as the "Site").

WHEREAS, Lessee holds licenses issued by the FCC to operate communication facilities in the Seattle area;

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to rent from Lessor: space on the Tower to operate a six-foot (6') diameter microwave dish for a communication facility, including transmission lines and related equipment as described in section 4.5 below. Use of building and electrical power is not a part of this agreement as this is supplied by the City of Seattle as part of their occupancy of the site for the regional Emergency Radio System.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby agree as follows:

1. Use

a. Lessor agrees to lease to Lessee space on the Tower at the approximate height of: one hundred ninety feet (195') above ground on the Tower's northwest leg, for a six-foot (6') diameter microwave dish. The exact location shall be identified in and determined by Exhibit A and/or approved plans. Lessor also will make available to Lessee space on the Tower for Lessee's waveguide and/or coaxial transmission line. Lessor agrees to lease to Lessee space on the Site as shown in Exhibit A. The spaces on Site to be leased by Lessee, as described herein, are referred to collectively as the "Premises".

b. Lessee shall use the Premises solely for the purpose of radio operations for communications to and within the King County Emergency Radio Services system and in accordance with all applicable zoning, FCC and FAA regulations, and shall not use or permit the use of the Premises or any equipment thereon for any other purpose whatsoever. Lessee shall not permit the Premises or any such equipment to be occupied or subleased by anyone other than Lessee, except as otherwise provided under this Lease.

c. Lessee shall not install, operate or maintain at the Premises any item of equipment except as described herein, or strip, overload, damage or deface the Premises.

d. Lessee shall not use any equipment on or occupy the Premises, or permit any such equipment to be used or the Premises to be occupied in violation of any applicable laws, regulations or governmental orders ("Legal Requirements"). If any governmental authority shall find that the Premises are being used for a purpose which is in violation of any Legal Requirements and orders discontinuance of such use, Lessee shall, upon five (5) days'

written notice from Lessor, immediately discontinue such use of the Premises. However, the foregoing does not require Lessee to waive its right to contest such order of the governmental authority. Furthermore, Lessor shall provide Lessee prompt notice if it becomes aware of any investigation or proceeding regarding any illegal use of the Premises. If, after ordering discontinuance, the governmental authority asserting such violation threatens, commences or continues proceedings against Lessor for Lessee's failure to discontinue such use, in addition to any and all rights, privileges and remedies of Lessor hereunder, Lessor shall have the right to terminate this Lease immediately.

2. Term

a. The term of this Lease shall be for a period of five (5) years, commencing on January 1, 2010 and ending on December 31, 2014 ("Initial Term"), unless terminated earlier as otherwise provided under this Lease.

b. This Lease shall renew automatically for three (3) additional terms of five (5) years (each a "Renewal Term"), upon the terms and conditions contained herein unless Lessee provides Lessor with written notice of its intention not to renew this Lease at least six (6) months prior to the expiration of the Initial Term or Renewal Term then in effect.

3. Rent Commencement

Lessee covenants and agrees to pay Lessor rent (the "Rent") on the first day of each month during the Initial Term and any Renewal Term. Rent Commencement shall be defined as the first day Lessee's contractor begins installation of the microwave dish on the Tower. Rent for the first twelve months of the Initial Term shall be **Ten Thousand Six Hundred Twenty Dollars (\$10,620.00)**, payable in equal monthly installments of **Eight Hundred Eighty Five Dollars (\$885.00)**, to be increased on January 1st of each year thereafter that this Lease is in effect by the lesser of four percent (4%) or the increase in the National Consumer Price Index for all urban consumers (the "Index") published by the United States Bureau of Labor Statistics. In the event the Index decreases, the rate will never decrease. In that instance the rate will remain the same as the previous year until the next annual increase date.

If Rent Commencement occurs on a date other than the first day of a month, the rent for that month will be pro-rated and calculated at a rate per day equal to 1/365th of the annual rent for the first twelve months of the Initial Term.

4. Installation of Equipment

a. Prior to installation of any equipment, Lessee shall provide Lessor with a copy of all required FCC documentation.

b. Lessor shall have final approval over construction and/or installation of improvements, which approval shall not be unreasonably withheld, delayed or denied. To this end, Lessee shall submit appropriate plans and descriptions of the proposed construction and installations, including any modifications required by Lessee for power entry. Lessor shall have final approval over Lessee's choice of tower contractors, which approval shall not be unreasonably withheld, delayed or denied. The work shall comply with any conditions

Lessor may reasonably deem necessary or appropriate (including without limitation the requirement that employees of Lessor be present) and shall otherwise comply with all other obligations of Lessee under this Lease.

c. No person shall enter upon the Tower without the prior written consent of Lessor (which consent shall not be unreasonably withheld, delayed or denied).

d. Lessee shall at its sole cost and expense be responsible for all construction permits and operating licenses required by any city, county, state or federal agency relating to the installation and operation of Lessee's equipment and compliance with all existing laws, statutes, ordinances, rules and regulations imposed by any government body with jurisdiction over Lessee's operations. Lessee's equipment shall be installed in a good and workmanlike manner without causing damage to or weakening of the Building or the Tower and in no event shall attachment of any equipment be made by any method involving the drilling of the Tower nor shall the attachment be made with other than galvanized or stainless steel materials. Lessee shall be responsible for any structural analysis on the Tower necessary to ensure that Lessee's antennas can be mounted safely on the Tower. Lessor shall have final approval over acceptance of any structural analysis.

e. Installation of the Andrew Corporation VHLP6-11 microwave dish by Lessee will be at approximately the 195' foot level of the Northwest tower leg of Lessor's tower. As part of the installation, Lessee will modify the feed to the existing dual use microwave dish with ATC and the feedline for that dish will need to be moved from the Lessee's rack to the ATC rack located in the common area just inside Lessor's Building. This move will be coordinated with ATC and performed when the lessee's microwave equipment is decommissioned.

All work for the install of the new microwave dish and the modification of the feed to the ATC dish will be coordinated with Lessor's engineers. Any access to the tower above 385' requires coordination with additional users and will have time of day restrictions. All contractors used by Lessee must be properly insured and must perform work complying with OSHA and WOSHA requirements. The site must remain secure while Lessee's contractors are on site. Lessor will work with other users during Lessee's construction time to ask that they limit access to the site for emergency purposes only.

5. Costs

It is understood and agreed by the parties that Lessor shall bear no new or additional costs as a result of the installation, maintenance or use of any equipment or improvements made by Lessee under this Lease. Lessee shall bear all costs associated with its microwave dish and related equipment.

6. Utilities

Lessee shall, at its expense, provide for separately metered commercial electric service for its equipment, or where not possible to separately meter the electrical service for its equipment, Lessee shall pay a pro-rata share of the electrical service throughout the Initial Term and any Renewal Term based on 70% of the nameplate power requirements of Lessee's equipment, as updated from time to time, or as mutually agreed upon by the parties. Lessee shall be responsible for furnishing and paying for any and all other utilities and services

utilized by it, and where practicable such utilities and services shall be separately metered and/or billed directly to Lessee.

7. Taxes

It shall be the responsibility and obligation of Lessee to pay or reimburse Lessor for any state or local taxes of any kind when due, imposed upon, or assessed with respect to, Lessee's operations, system, facilities, installations, equipment, any attachments thereto, and any other equipment, fixtures or improvements placed in or added to the Premises by Lessee in accordance with the terms of this Lease.

8. Liens

a. Lessee shall not allow any lien or encumbrance to be placed against the Lessor or Lessor's property for any action or inaction of Lessee, including failure to pay any tax or for failure to pay any other claim or debt claimed due by any person, whether or not such person be a taxing authority or any other creditor. Lessee's failure to discharge, or otherwise satisfy in any manner authorized by law, any such lien or encumbrance in a timely manner may be declared by Lessor to constitute a default under this Lease by Lessee.

b. As a condition precedent to Lessee's making any repairs, alterations, additions or improvements which might in any way subject the interest of Lessor to claims of mechanics' liens, Lessee shall give written notice to Lessor, not less than ten (10) days before commencement of the work, of Lessee's intention to cause same to be done. Lessor shall have the right to place and maintain such signs and notices on the Site as may be necessary to protect it against loss from mechanics' liens or otherwise. Lessee shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by Lessee, and shall upon Lessor's request post a lien and completion bond in an amount and with a surety agreed upon by both parties.

9. Interference

a. Lessee will conduct its activities in accordance with applicable requirements of the FCC and sound electronic and engineering practice and will cooperate with Lessor and other lessees of the Site so as to prevent interference to the operations or equipment of Lessor and such other lessees. If any engineering statement presented to or by Lessor confirms that Lessee's operation, transmission or other activities on or around any portion of the Premises are causing, or are reasonably expected to cause, interference to the operation, transmission or other activities of Lessor or any other lessees of the Site, Lessee shall, at its sole expense, promptly correct the conditions causing such interference. If the interference is egregious and not remedied promptly, Lessor may require Lessee to suspend operations. If Lessee is unable to cure such interference within thirty (30) days after such engineering statement is presented to or by Lessee, Lessor at its option may terminate this Lease or make such corrections itself.

b. Lessee shall provide Lessor with written notice if unreasonable interference with the quality of Lessee's communications service occurs. If such interference is not cured or mitigated by the offending third-party communication provider(s) at no expense to the Lessee or Lessor within forty-eight (48) hours of receipt of such notice, Lessor shall make reasonable

efforts, but shall not be obligated to commence legal proceedings, to cause such other provider(s) to immediately cease use of its communication facilities, or portion thereof, causing such interference until such time as the interference is cured. If such interference is not cured within thirty (30) days, Lessee, at its option, may terminate this Lease.

c. As used herein, interference to an operation, transmission or other similar activity shall mean a condition or anticipated condition which constitutes or would constitute interference within the meaning of the provisions of the rules and regulations of the FCC then in effect.

10. RF Radiation

Lessee shall, at Lessee's sole expense, take all actions required to ensure that Lessee's operation, alone or in combination with other emitters, does not expose workers or the general public to levels of radio frequency radiation ("RF radiation") in excess of the FCC's RF radiation guidelines. In this regard, Lessee shall cooperate fully with Lessor in preparing any submissions which the FCC may require concerning RF radiation, and in ensuring compliance with applicable FCC and other governmental standards concerning RF radiation, including without limitation participating in joint measurements and adopting procedures for repairs to and installation of equipment.

11. Ingress and Egress

The duly authorized representatives of Lessee shall have the reasonable right of ingress and egress to and over the Site, subject to approval of Lessor and along routes designated by Lessor from time to time, for the purpose of installing, operating, maintaining, repairing or removing Lessee's equipment.

12. Maintenance and Repairs

a. Lessee agrees that it will keep all and every part of the Premises in the same good state of repair as they now are or may later be put, and in a clean and wholesome condition, free from dirt and accumulation of waste, reasonable use thereof excepted.

b. Lessee, at its sole expense, shall maintain its equipment in accordance with reasonable engineering standards to assure that at all times Lessee's equipment and operations are in compliance with the requirements of the FCC and all other public authorities with jurisdiction over Lessee and do not cause or result in any violation of such rules by Lessee or any other tenant located on the Site.

c. Lessor shall have exclusive authority over and sole responsibility for the operation of equipment and other facilities provided by Lessor hereunder. Lessor shall make any repairs, additions or improvements whatsoever in, to, or about Lessor's equipment, the Building and the Tower to maintain the Tower in good condition and in compliance with good engineering practices, provided, however, that Lessee shall be solely responsible for the maintenance and repair of equipment owned by Lessee, and shall do so at its own expense, without damage, or threat of damage, to Lessor's property or the property of other lessees of the Site. Lessor agrees to maintain the Tower so as to comply with existing rules and regulations imposed by any governmental authority having jurisdiction over its operation,

including without limitation the FCC and the FAA. In the event that Lessor's operations are in any manner affected by the need for repair or maintenance of Lessee's equipment, Lessee shall immediately upon demand by Lessor perform such repairs or maintenance. If such repair or maintenance is not performed by Lessee within thirty (30) days after such demand is made, then Lessor shall have the right at its sole option, without further notification to Lessee, to undertake such repair or maintenance at Lessor's convenience.

d. Lessee shall pay or immediately reimburse Lessor for all costs and expenses incurred by Lessor in performing any work and services under the terms of this section relating to any part of the equipment, system, facilities, and/or any attachments thereto, of Lessee.

e. In the event that the installation, maintenance or repair of Lessee's equipment requires that the transmission of Lessor's or its other lessees' broadcast or other communications signals be interrupted for any period of time, such installation, maintenance or repair shall be performed only at such times as is approved by Lessor.

f. It is understood and agreed that in order to allow Lessor or other lessees to install, remove, maintain and repair their facilities located on the Site, it may be necessary from time to time for Lessor to request that Lessee temporarily cease transmission activities, to turn off electrical power, and/or to make other adjustments to its equipment, system, facilities and/or operations. Lessor agrees to use reasonable efforts to schedule such work so as to cause minimum disruption to the operations of Lessee or any other lessee located on the Site. Lessee agrees to cooperate with Lessor and to comply with and honor Lessor's requests for the temporary cessation of transmission activities, and in pursuance thereof, to turn off the electrical power, and/or to make such other adjustments to its equipment or operations, as may be necessary in order to allow the orderly performance and carrying out of any such work.

g. Lessee shall clearly label its equipment with the following information: (1) the name of Lessee; (2) the name and telephone number of the responsible person(s) to contact in the event of equipment malfunction; and (3) a copy of current Federal Communications Commission authorization for the equipment.

h. Lessee shall not bring any equipment containing PCB's onto the Premises. Lessee shall not bring any other hazardous or controlled substances to the Premises without prior consent of Lessor, which consent shall not be unreasonably withheld, delayed or denied.

i. No work on the Premises, other than emergency repair, may be performed on Sunday. All repair or maintenance work (except for emergencies) is to be performed between the hours of 8:00 a.m. and 5:00 p.m. Lessee shall notify Lessor in advance if it is necessary to perform work on the Tower, provided however that a best effort to notify Lessor during emergency repairs will be deemed adequate notification. While working at the Premises, Lessee's workmen shall not: (i) play radio or other musical devices excessively loud while working outside; and (ii) express or engage in any obscene utterances, gestures or conduct.

13. Emergency Work

In the event that circumstances occur, or threaten to occur, from which Lessor may reasonably conclude that damage is likely to occur to the property of Lessee, Lessor, any other lessee, or any other person, or that a substantial threat to life will exist before agents of Lessee can be advised and respond, Lessor, without notice to Lessee, may repair, maintain, de-energize, disconnect or dismantle any or all equipment and/or facilities, or any other equipment or facilities on the Site and take any other action which, in Lessor's reasonable judgment, may appear necessary or appropriate with respect to the property of Lessee, or of Lessor, without liability of any kind on the part of Lessor for any damage which such action may cause, unless it is the result of gross negligence.

14. Alterations

No alterations, additions, or improvements of any character shall be made in or to the Premises by Lessee, without the written consent of Lessor first having been secured, which consent shall not be unreasonably withheld, delayed or denied. All such alterations, additions or improvements so made shall be the property of Lessor and shall remain upon and be surrendered with the Premises upon the termination of this Lease, unless otherwise provided in such consent. All work performed by Lessee shall be performed in a good and workmanlike manner without damage to the Premises, and in accordance with all Legal Requirements. Nothing provided hereinabove shall prevent Lessee from installing transmitting and receiving equipment and antenna(s) as specified in this Lease, and the same may be removed at any time before the termination of this Lease if the Premises shall not be damaged by such removal, or provided that Lessee repairs any such damage to Lessor's satisfaction.

15. Damage or Destruction

a. Lessor will not be liable to Lessee for any loss or damage sustained by Lessee as a result of loss, damage or destruction of the Tower, the Building or any equipment thereon, unless caused by Lessor's negligence or gross negligence.

b. Lessee shall immediately restore at its sole cost and expense any damage caused by Lessee or its agent to any transmitters, the antenna, the Tower, the Building or any associated equipment in connection with the installation, operation, repair or removal of Lessee's equipment.

c. Lessor shall take all commercially reasonable steps to restore at its sole cost and expense any damage caused directly by Lessor, its agent or any other tenant on the Site to Lessee's equipment, the radios, the antennas, the Tower, the Building or any associated equipment.

d. If the Premises or any equipment thereon is partially damaged by fire, windstorm or other casualty, this Lease shall remain in full force and effect and the damage to the equipment used by Lessee shall be repaired by Lessee and the damage to the Premises shall be repaired by Lessor in a timely manner, in all cases within thirty (30) days unless otherwise

agreed to by the Parties. If the Premises cannot be repaired without dismantling any of Lessor's or Lessee's equipment, Lessor may remove such equipment and interrupt communications transmissions activity as long as reasonably necessary to repair the Premises.

e. If the Site is destroyed or made unfit for use by fire, windstorm or other casualty, and such destruction could not reasonably be repaired within thirty (30) days from the happening of such destruction, Lessor may elect to either:

i. terminate this Lease as of the date when the Site is so made unfit for use, by written notice to Lessee within thirty (30) days after the occurrence of said destruction; or

ii. repair, restore or rehabilitate the Site, excepting any equipment used solely by Lessee. If Lessor elects so to repair, restore, or rehabilitate the Tower, this Lease shall remain in full force and effect, except Lessee's obligation to pay rent shall abate during any period the Premises are not in working order. In the event that the Premises or Lessee's equipment or any portion thereof are substantially damaged or destroyed so as to hinder effective use of the Premises or Lessee's equipment for Lessee's communication purposes, Lessee may elect to terminate this Lease, upon thirty (30) days' written notice to Lessor.

f. Upon Lessee's request, Lessor shall make a good faith effort to allow Lessee to relocate its communication facility to a temporary location on the Site in order for Lessee to continue to operate during any period of repair or interruption under this section, provided however, that Lessee obtains any permits required by the local jurisdiction for such relocation.

16. Representations and Warranties

a. Lessee represents that it will obtain any construction permits required for the purpose of modifying the Premises.

b. Lessor represents and warrants to Lessee that (i) Lessor has full corporate power and authority to enter into and perform this Lease and the transactions contemplated hereby, (ii) the execution, delivery and performance of this Lease by Lessor have been duly and validly authorized by all necessary action on the part of Lessor, and (iii) this Lease has been duly executed and delivered by Lessor and constitutes its valid and binding obligation enforceable in accordance with its terms.

c. Lessee represents and warrants to Lessor that (i) Lessee has full power and authority to enter into and perform this Lease and the transactions contemplated hereby, (ii) the execution, delivery and performance of this Lease by Lessee have been duly and validly authorized by all necessary action on the part of the Lessee, and (iii) this Lease has been duly executed and delivered by Lessee and constitutes its valid and binding obligation enforceable in accordance with its terms.

d. Any and all representations, warranties and covenants contained in this Lease shall survive the execution of this Lease and shall continue in full force and effect during the Initial Term and any Renewal Term.

17. Eminent Domain

If all or any part of the Premises shall be taken or condemned for public or quasi-public use, either Lessee or Lessor may terminate this Lease in its sole discretion. All compensation awarded upon such condemnation or taking shall go to the party entitled to such compensation as determined by the appropriate governmental jurisdiction.

18. Insurance

The Lessee, at its cost, shall maintain commercial general liability insurance or self insurance or any combination of arrangements, with a liability limit of \$5,000,000 per occurrence and \$5,000,000 aggregate, insuring against: (i) liability of the Lessee and its officers, employees and agents including liability for compensable injuries suffered by third parties in connection with the Lessee's use of the Premises; and (ii) liability arising from the Lessee's operations and activities on or in connection with the Premises, including but not limited to any damages or loss to the Premises, including equipment and any other improvements made thereon. Lessee agrees to provide Lessor with at least thirty (30) days' prior written notice of any change in Lessee's self-insured status and will provide Lessor with the letter of self-insurance as adequate proof of insurance.

Throughout the Initial Term and any Renewal Term of this Agreement, the Lessee shall cause any independent contractors retained by the Lessee to perform work on the Premises to procure workman's compensation insurance and commercial general liability insurance complying with the terms of the above paragraph. The Lessee shall furnish KCTS with a copy of such insurance policies prior to the commencement of any work by an independent contractor.

19. Indemnification

a. Lessee hereby agrees to and shall indemnify and hold harmless Lessor, its officers, directors, employees and/or agents, and each of them, from and against any and all claims, demands, suits and proceedings which may be made or commenced against any of them by any party for the recovery of damages for personal injury or for damages to property, or for any other loss or damage of any kind including, without limitation, any and all damages, expenses, losses, attorneys' fees or court costs that may be suffered or incurred by Lessor, or any of its officers, directors, employees and/or agents, as a result of any such claim, demand, suit or proceeding, caused by, or resulting from, or arising out of, (i) the use by Lessee, its agents, servants, employees or invitees ("Lessee's Agents") of the Tower or any other part of the Site; (ii) the performance by, or carrying out by, Lessee, or any of Lessee's Agents, of any of the terms and conditions in this Lease; (iii) the failure to perform any term, covenant or condition required to be performed by Lessee under this Lease; (iv) any damage or injury that may occur as a result of a nuisance, an unsafe condition, or of any negligent installation, maintenance or removal of Lessee's equipment or facilities; or (v) Lessee's failure to comply with any applicable statute, rule, regulation, order, or other standard or condition, including, without limitation, any imposed by Lessor, pertaining to the installation, use, maintenance or removal of Lessee's system, equipment and/or facilities. Lessee agrees to take all necessary action to make this indemnification binding upon its insurance carriers so that such carriers

specifically waive all right of subrogation, if any, that such carriers might otherwise have against Lessor and its officers, directors, employees, agents, servants, contractors or invitees.

b. Lessor hereby agrees to and shall indemnify and hold harmless Lessee, its officers, directors, employees and/or agents, and each of them, from and against any and all claims, demands, suits and proceedings which may be made or commenced against any of them by any party for the recovery of damages for personal injury or for damages to property, or for any other loss or damage of any kind including, without limitation, any and all damages, expenses, losses, attorneys' fees or court costs that may be suffered or incurred by Lessee, or any of its officers, directors, employees and/or agents, as a result of any such claim, demand, suit or proceeding, caused by, or resulting from, or arising out of, (i) the use by Lessor, its agents, servants, employees or invitees ("Lessor's Agents") of the Tower or any other part of the Site; (ii) the performance by, or carrying out by, Lessor, or any of Lessor's Agents, of any of the terms and conditions in this Lease; (iii) the failure to perform any term, covenant or condition required to be performed by Lessor under this Lease; (iv) any damage or injury that may occur as a result of a nuisance, an unsafe condition, or of any negligent installation, maintenance or removal of Lessor's equipment or facilities; or (v) Lessor's failure to comply with any applicable statute, rule, regulation, order, or other standard or condition, including, without limitation, any imposed by Lessee, pertaining to the installation, use, maintenance or removal of Lessor's system, equipment and/or facilities. Lessor agrees to take all necessary action to make this indemnification binding upon its insurance carriers so that such carriers specifically waive all right of subrogation, if any, that such carriers might otherwise have against Lessee and its officers, directors, employees, agents, servants, contractors or invitees.

20. Risk of Loss

a. Lessee shall bear the full risk of loss from any cause other than Lessor's negligence or gross negligence for any and all of its operations, system, facilities, equipment and any attachments thereto located or installed in, on or around the Tower or any other portion of the Site.

b. Lessor shall have no responsibility, and shall not be liable for, any damage or destruction to any of such operations, system, facilities, equipment or any attachments thereto, or for any loss resulting from any such damage or destruction, or for any damage, cost, compensation, or claim arising out of any act or omission resulting in inconvenience, annoyance, interruption of transmission or loss of revenue, profit, or decrease in property value arising out of, or claimed to have arisen out of, Lessee's inability to use the Tower or any other portion of the Site, unless such loss is caused by Lessor's negligence or gross negligence.

21. Loss of Use

Lessee shall bear the full risk of any loss of transmission time or loss of use of any of its operations, system, facilities, equipment or any attachments thereto, and Lessee hereby waives, releases, relieves and discharges Lessor from any claim for damages or losses, including but not limited to lost revenues, profits, or decrease in property value, resulting

from, or claimed to have resulted from, Lessee's inability to transmit, unless caused by Lessor's negligence or gross negligence.

22. Reserved Rights

Lessor reserves the right to use the Tower and the Building in any manner consistent with the provisions of this Lease and to install additional equipment of any kind thereon for any purpose including the right to install its own or another's television, radio or other communications transmitting antennas or receiving devices, so long as such installation does not interfere with Lessee's use of the Premises as provided hereunder.

23. Default

The occurrence of any of the following events shall constitute an "Event of Default" by Lessee under the terms of this Lease.

a. If Lessee shall desert or abandon the Premises and such desertion or abandonment shall continue for a period of thirty (30) days after notice to Lessee of desertion or abandonment; or

b. If Lessee shall fail to pay within ten (10) days of the time prescribed, the Rent or any other amount or amounts which may become due and payable to Lessor in accordance with the terms of this Lease, and does not cure such failure within thirty (30) days of a notice by Lessor of such failure; or

c. If Lessee shall fail to comply with any other agreement, term, covenant or condition of this Lease and such default shall continue for a period of thirty (30) days following notice by Lessor specifying the claimed default, and Lessee shall not, in good faith, have commenced within said thirty (30) day period to remedy such default and diligently and continuously proceed therewith.

Upon the occurrence of an Event of Default Lessor may, at its option, either: (i) elect to terminate this Lease and in such event Lessor may recover from Lessee all amounts due and owing under this Lease, plus interest pursuant to Section 24 hereof on all such amounts, or (ii) elect not to terminate this Lease, and in such event Lessor may enforce all of its rights and remedies under this Lease, including without limitation the right to recover the Rent as it becomes due, together with interest thereon pursuant to Section 24 hereof. If Lessor elects to terminate this Lease, it shall provide written notice of termination to Lessee, whereupon this Lease shall terminate as of the date such notice is received. Within five (5) business days of its receipt of said notice of termination, Lessee shall cease transmission and the use and operation of its equipment and facilities in, on and around the Premises.

24. Interest on Delinquencies

Any payment of Rent or other amounts provided for herein not paid when and as due shall bear interest at the prime rate, as hereinafter defined, until paid, which interest shall also be deemed additional rent hereunder. The acceptance by Lessor of any such delinquent

payment without the applicable interest thereon shall not be deemed a waiver of Lessor's right to recover such interest at any later time. As used herein, the term "prime rate" means the prime rate charged by United States banks, as published from time to time in the Wall Street Journal listing of "Money Rates."

25. Cancellation

Lessor or its assignee shall have the option to terminate this Lease if the Site ceases to be used for communication purposes and the Tower is removed and not replaced, provided that if such option is exercised, Lessor or its assignee shall provide Lessee with at least one (1) year's prior written notice.

26. Termination

This section is in addition to any other provision of this Lease authorizing or otherwise relating to early termination of said Lease.

a. Failure to Appropriate: The Lessee's obligations to Lessor, if any, that extend beyond the current calendar year are contingent upon approval of the Lease by the King County Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, this Lease and all of Lessee's obligations hereunder shall terminate at the end of the calendar year in which such approval or appropriation expires.

b. Design Specifications: Upon 120 days' written notice by Lessee to Lessor, Lessee may terminate this Lease if the Premises or the communication facility is, or becomes, unacceptable in relation to Lessee's design or engineering specifications for the communications network to which the communication facility is intended to connect. If Lessee elects to terminate this Lease pursuant to this provision, it shall provide written notice of termination to Lessor, whereupon this Lease shall terminate 120 days after such notice is received.

c. At the expiration of the Initial Term or any Renewal Term hereof, or upon any other termination of this Lease, Lessee agrees to quit the Premises, and to restore the Premises to Lessor in as good condition as upon delivery of possession to Lessee, reasonable use and wear thereof accepted. All property which Lessee is entitled to remove from the Premises under the terms of this Lease shall be removed by Lessee at its expense on or before the fifth business day after the termination of this Lease, otherwise it shall at Lessor's option be deemed and shall become the property of Lessor at such termination, or may be removed and disposed of by Lessor and Lessee shall reimburse Lessor for the costs of removal and disposition thereof upon demand. Upon expiration of the Initial Term or any Renewal Term of the Lease, or upon any other termination of this Lease, Lessee will be responsible for returning the site to the condition prior to the installation of any antennas or microwave dishes installed at all levels of the Tower, including removal of the antennas and microwave dishes, and removal of mounts and feedlines and any other Lessee owned equipment.

27. Loss of License

If Lessee shall have its authorization revoked or canceled by the FCC or the renewal thereof denied by the FCC, and shall be finally ordered to cease operations of its Microwave facilities, this Lease shall remain in effect for the remainder of the term, provided however, Lessee will have the option to terminate the lease prior to the expiration of the term then in effect, upon providing ninety (90) days advance written notice to Lessor. Notwithstanding the foregoing, rent will continue to be due and payable to Lessor until such time as Lessee removes its equipment from the Premises.

28. Holding Over

If Lessee or anyone claiming under Lessee shall remain in possession of the Premises or any part thereof after the expiration of the Initial Term or any Renewal Term without any agreement in writing between Lessor and Lessee with respect thereto, prior to acceptance of Rent by Lessor, the party remaining in possession shall be deemed a tenant at sufferance, and, after acceptance of Rent by Lessor, the party remaining in possession shall be deemed a tenant from month to month, subject to the provisions of this Lease.

29. Subordination

It is understood and agreed that this Lease is secondary and subordinate to any mortgages, deeds of trust, or other liens which now cover, or may in the future cover, the Site. Lessee will, upon request of Lessor, promptly execute or cause to be executed such writings as may be necessary to evidence the fact that any rights given Lessee under this Lease are subordinate to any such mortgages, deeds of trust, or other liens; provided, however, that every such mortgage shall recognize the validity of this Lease in the event of foreclosure of Lessor's interest and Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Lease beyond any cure period. Nothing provided herein shall be construed to give Lessee any rights in the Premises other than the limited right to use the Premises as expressly provided in Section 1 of this Lease.

30. Estoppel Certificates

Lessee shall at any time and from time to time, upon not less than ten (10) days prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance if any, and acknowledging that there are not, to Lessee's knowledge, any uncured defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Site. Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that this Lease is in full force and effect, without modification except as may be represented by Lessor, that there are no defaults in Lessor's performance, and that not more than one month's Rent has been paid in advance.

31. Sublease, Assignment or Transfer

a. Lessee may not assign this Lease or sublease any portion of the Premises without the prior written consent of Lessor which shall not be unreasonably withheld, delayed or denied. Lessee shall require any assignee or sublessee to enter into a written assumption or sublease agreement, respectively, with Lessee under which the assignee or sublessee shall agree to perform and comply with all the obligations and liabilities of Lessee as provided for under this Lease. Any other assignment or transfer of this Lease shall be void.

b. Lessor may freely assign this Lease without the consent of Lessee. The term "Lessor" as used in this Lease means only the owner, or mortgagee in possession, for the time being of the Site, and in the event of any transfer or transfers of Lessor's interest in such Site, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of the Lessor hereunder accruing from and after the date of such transfer, it being intended hereby that the covenants and obligations contained in this Lease on the part of Lessor shall be binding on Lessor, its successors and assigns, only during and in respect of their respective successive periods of ownership. Lessee agrees to look solely to Lessor's ownership interest in the site for the satisfaction of Lessee's remedies for the collection of a judgment (or other judicial process) requiring the payment of money to the Lessee in the event of any default by the Lessor hereunder. Provided there shall be no limit to remedies or sources of payment of a judgment (or other judicial order) from any and all of Lessor's successors and assigns to this agreement.

c. Subject to the provisions and conditions set forth above in this section, the terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and their respective legal representatives, successors and assigns.

32. Waiver

No waiver of any default or breach of any covenant by Lessee shall be implied from any omission by Lessor to take action on account of such default if such default persists or is repeated; and no express waiver shall affect any default other than the default specified in the waiver, and said waiver shall be operative only for the time and to the extent therein stated. The waiver by Lessor of any breach hereof shall be limited to that particular instance, and shall not constitute a waiver of any other breach, past or future. The subsequent acceptance of any Rent by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular Rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such Rent unless the parties agree otherwise in writing. The consent or approval by Lessor of any act or thing requiring its consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent similar acts.

33. Notices

All notices, demands, requests, or other communications made pursuant to, under or by virtue of this Lease, must be in writing personally delivered, or mailed to the party to which the notice, demand, or request is being made by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to Lessor:

Executive Director of Engineering and Technical Planning
KCTS Television
401 Mercer Street
Seattle, WA 98109

With a copy to: (which shall not constitute notice)

Legal Affairs Manager
KCTS Television
401 Mercer Street
Seattle, WA 98109

If to Lessee: King County Real Estate Services
500 4th Avenue, Room 500
Seattle, Washington 98104

With copies to: (which shall not constitute notice)

King County Radio Services
201 South Jackson Street,
Seattle, Washington 98104-3856

All communications given pursuant to this section shall be deemed given upon delivery. Any party hereto may designate a change of address by notice to the other party given at least five (5) days before such change of address is effective.

34. Entire Agreement

This Lease contains all of the terms agreed upon between the parties with respect to the subject matter hereof, and may not be changed, modified, or terminated, except by written instrument executed by a duly authorized officer of each of the parties hereto.

35. Partial Invalidity

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or

the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and shall be valid and enforced to the fullest extent permitted by law.

36. Headings

The headings of the sections of this Lease are for the purpose of convenience only, are not part of this Lease, and shall not be deemed to modify, explain, or restrict in any manner any of the provisions of this Lease.

37. Governing Law

This Lease shall be governed by the laws of the State of Washington, without regard to the choice of law provisions thereof, as well as by applicable laws of the United States of America.

38. Consent to Jurisdiction

THE PARTIES AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON OTHER THAN ITS CONFLICTS OF LAWS RULES, AND, TO THE EXTENT APPLICABLE, THE FEDERAL LAWS OF THE UNITED STATES. FOR THE PURPOSES OF ANY DISPUTE ARISING FROM THIS AGREEMENT, THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION SITTING IN KING COUNTY, WASHINGTON. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO SUCH ACTION. THE PARTIES IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH ACTION.

39. Counterparts

This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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

Lessor KCTS Television

Lessee _____

King County, Washington

By: [Signature]
Name: Maureen "Maress" Bresnahan
Title: President + CEO
Legal

By: [Signature]
Name: Stephen L. Silver
Title: Manager, Real Estate Services

aj 2/20/10
KCTS

APPROVED AS TO FORM ONLY:

By: [Signature]
Tim Barnes, Deputy Prosecuting Attorney
King County, Washington

Date: 2/4/10

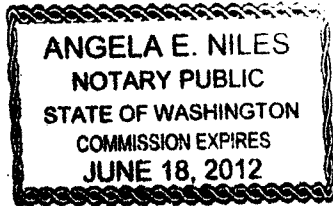
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that MAURICE BRESNAHAN signed this instrument, on oath stated that he was authorized by KCTS TELEVISION to execute the instrument and acknowledged it as the PRESIDENT AND CEO to be the free and voluntary act of said KCTS TELEVISION for the uses and purposes mentioned in the instrument.

Date: 3/2/10

Angela E. Niles
NOTARY PUBLIC

ANGELA E. NILES



(printed name)
in and for the State of Washington
residing at KIRKLAND, WA
My appointment expires
6/18/12.

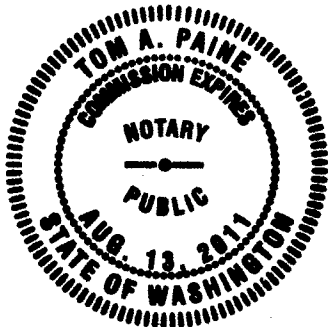
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Stephen L. Salyer signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged it as the Manager of Real Estate Services, King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

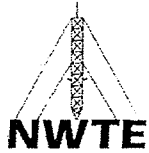
Date: 2/24/10

Tom Paine
NOTARY PUBLIC

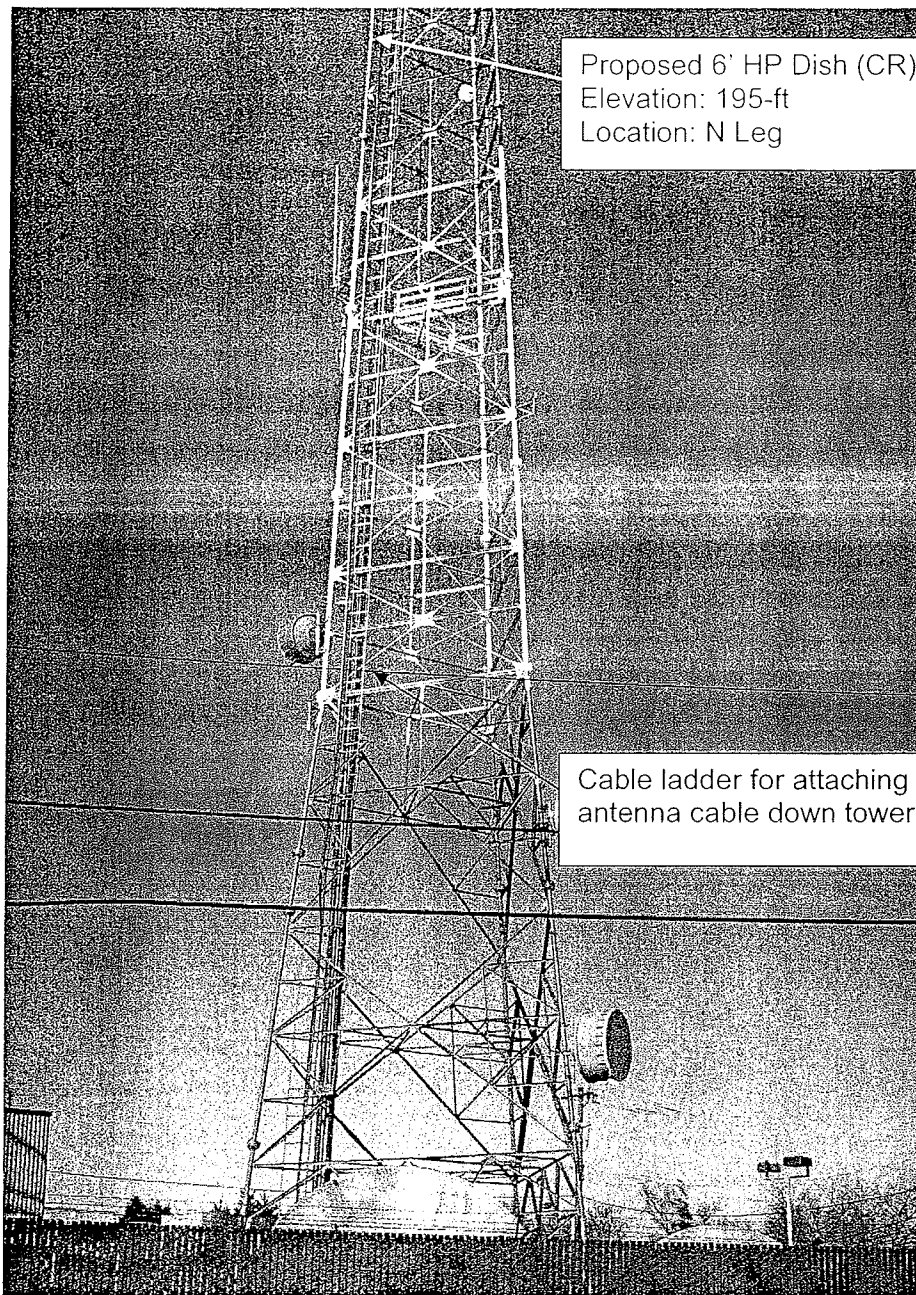
TOM PAINE



(printed name)
in and for the State of Washington
residing at SEATTLE
My appointment expires
8/13/11.



NorthWest Tower Engineering



One Andrew UHX6-59K RF Microwave Antenna at 195 feet with an azimuth of 348.9 degrees

One Andrew ew63 Transmission line from shelter to 195 level, connected to antenna.