



KPHO CBS 5

4016 N Black Canyon
Phoenix, AZ 85017
602-264-1000
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A Meredith Brand

AMENDMENT TO AGREEMENT

This Amendment to the Lease Agreement (the "Agreement") of March 28, 2003, is made between Meredith Corporation ("Lessor") and Londen Media d/b/a/ KAZT Television ("Lessee"), for the purpose of extending the term of the Agreement and setting the rent during that extension term.

Term: The term of this lease is extended for an additional [REDACTED] beginning [REDACTED]

Rent: The rent during the extension term shall be as follows:

[REDACTED] payable in equal installments of [REDACTED] plus a fixed amount (not to increase for the duration of this Amendment) of [REDACTED] to cover electric usage.

[REDACTED] payable in equal installments of [REDACTED] plus a fixed amount (not to increase for the duration of this Amendment) of [REDACTED] to cover electric usage.

[REDACTED] payable in equal installments of [REDACTED] and [REDACTED] plus a fixed amount (not to increase for the duration of this Amendment) of [REDACTED] to cover electric usage.

[REDACTED]
[REDACTED] payable in equal installments of [REDACTED]
[REDACTED] plus a
fixed amount (not to increase for the duration of this Amendment) of [REDACTED]
[REDACTED] to cover electric usage.

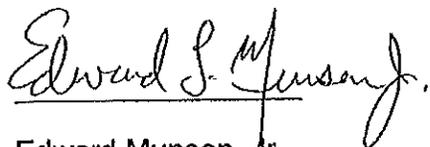
[REDACTED]
[REDACTED] payable in equal installments of [REDACTED]
[REDACTED] plus a fixed amount (not to increase for the duration of this Amendment)
of [REDACTED] to cover electric usage.

Except as specifically set forth above, all other terms of the original lease shall remain unchanged.

Both Lessor and Lessee understand that a new agreement is currently being negotiated between the South Mountain Users Group and the City of Phoenix for the land lease for Lessors tower. Both parties agree that any requirements or restrictions with regard to accessibility to the property will be part of this Agreement.

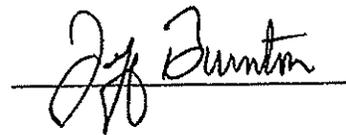
The parties through their representative have executed this Amendment as of this 31 day of March, 2011.

Meredith Corporation
d/b/a KPHO-TV


Edward Munson, Jr.

Vice President / General Manager

Londen Media
d/b/a KAZT Television



General Manager

LEASE AGREEMENT

This Agreement is made by and between Meredith Corporation ("Lessor") and Londen Media D/B/A KAZT Television ("Lessee").

Whereas, Lessor owns a Television Tower ("Tower") at or about South Mountain Park, Phoenix, Arizona; and

Whereas, Lessee desires to attach to Tower Lessee's communications equipment specifically described herein;

Now therefore, it is mutually agreed as follows:

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

2. Term. This lease shall be for a period of [REDACTED] commencing on [REDACTED]. Unless this Lease is renewed by mutual agreement in writing, any holding over by Lessee at the end of the term shall be on a [REDACTED] basis subject to cancellation by Lessor at any time upon [REDACTED] notice to Lessee.

3. Description of Equipment. Lessee agrees that at the time of execution of this Agreement it will supply Lessor with a complete written technical description of all the equipment being installed or currently installed and to be used by Lessee 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 [REDACTED], payable in equal installments of [REDACTED] plus a fixed amount (not to increase for the duration of this agreement) of [REDACTED] to cover electric usage. The initial [REDACTED] gross amount of rent plus electricity is to be [REDACTED]. The [REDACTED] rent is to increase by an amount of [REDACTED] beginning with the [REDACTED] of occupancy. The payment for the [REDACTED] (which payment shall not be refundable) shall be due and payable when this Agreement is executed. Subsequent payments shall be due and payable the [REDACTED] starting the month

during the term. All payments shall be made to Lessor at its business office at [REDACTED] North Black Canyon Highway, Phoenix, Arizona [REDACTED], or at such other address of which Lessor shall notify Lessee in writing.

5. Repair and Maintenance.

(a) Lessee shall be responsible for 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 Agreement, have the right to enter upon the Tower where any of the Lessee's equipment is located, for the purpose of installing, repairing, inspecting, replacing, operating, or removing any of said equipment. 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 said premises. Before any person on behalf of Lessee is permitted to climb the Tower to install equipment or to service or repair the same, an executed copy of Exhibit B (Request for Authorization to Climb Tower) shall be submitted to Lessor.

(b) All painting, lighting, structural repairs and maintenance of the Tower 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 be and remain personalty and may be removed by Lessee at any time, subject, however, to the terms of this Agreement. 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. Lessee agrees that in the event of damage to the Tower, the land under the Tower, Lessor's antenna and other equipment on Tower or adjacent premises or to the premises or leased premises of Lessor caused by Lessee's equipment, operation of the equipment or antenna used by Lessee or Lessee's installation, maintenance and repair of said equipment or antenna, Lessee will replace or place said Tower, antenna, equipment, land, or premises of Lessor in as good repair as the same was prior to the damage. Upon the removal of any or all of Lessee's equipment from the Tower or adjacent premises, during the term of this Agreement or upon its termination, Lessee agrees to place said premises or Tower in as good repair as the same was prior to the removal. Any equipment of Lessee which is left on the Tower or adjacent premises for a period of [REDACTED] following termination of this Agreement shall be deemed abandoned by Lessee and Lessor may

dispose of the same 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 Agreement, Lessee fails to receive the required authority from the FCC or subsequently has such authority removed, then Lessee may terminate this Lease upon [REDACTED] notice to Lessor and exhibition to Lessor of the documentary evidence of Lessee's lack of authority.

8. Compliance with Laws. Lessee agrees to comply with all rules, regulations, and laws of the South Mountain Users Association, City of Phoenix, State of Arizona, and the Federal Government, relative to the use of said premises and agrees to protect Lessor against any tax, charge, or penalty imposed or levied against said premises on account of Lessee's failure to comply with the provision thereof or growing out of the use of said premises by Lessee and to save and hold harmless said Lessor against any and all claims of all persons growing out of Lessee's use of said premises during the term of this Agreement.

9. RF Radiation Compliance. Lessee agrees that the radio frequency signal radiated by the Lessee from equipment installed and from the antenna used by Lessee on Tower added to the existing broadcast services on Tower shall not expose the public to non-ionizing radiation levels in excess of the maximum allowed by federal, state and local regulations.

10. Waiver. Lessee hereby waives for all time any cause of action, right of contribution or indemnity, or other claim against Lessor which might arise from any fine, penalty, judgment, action or other amounts which may be levied against Lessee, or which Lessee may have to pay, as a result of any allegation or determination relating in any way to Lessor's tower or radio frequency emissions emanating therefrom, including, but not limited to, any allegation or determination that the Tower has not been, or is not being, maintained in accordance with any rule, regulation, statute, ordinance, governmental requirement or common law duty. Lessee shall use its best efforts to maintain and operate Tower in compliance with all applicable rules, regulations, statutes, ordinances and governmental requirements. Lessee recognizes that the waiver is a material consideration in inducing Lessor to enter into this Lease Agreement.

11. Broadcast Interference. Lessee agrees that its use of the Lessor's facilities will in no way 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 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 by Lessee or alleged to be caused by Lessee to other communications systems located on the Tower or premises and to take immediate corrective action as may be required to eliminate any such interference.

12. Hold Harmless. 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 building premises, resulting from any 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. Lessee further covenants and agrees to maintain at all times during the term of this Agreement, comprehensive public 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 [REDACTED] 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 [REDACTED] 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, or to qualify as a self-insurer under the provisions of the workmen's compensation laws of Arizona.

13. Mechanic's Liens. If any mechanic's, laborer's, materialsmen's or any other lien shall at any time be filed against the Tower as a result of Lessee's occupancy or construction thereon, Lessee shall, within [REDACTED] after such lien is made or filed cause the same to be discharged of record by payment, order of a court of competent jurisdiction, or otherwise. Notice is hereby given that the Lessor shall not be liable for any labor or materials furnished to the Lessee and no mechanic's or other lien shall attach to or affect the reversionary or other estate or interest of Lessor in and to the property leased herein.

14. Impairment of Facilities. In the event that the Tower or adjacent premises are taken or 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, and if not restored within [REDACTED] this Agreement may be canceled by either party; provided, however, that if Lessor determines not to restore the same and so notifies Lessee, this Agreement shall be immediately terminated. Any other failure or impairment of Lessor's facilities due to strikes or threats thereof or due to causes beyond Lessor's control shall not constitute a breach of this Agreement and

Lessor shall not be liable to Lessee, except to the extent of a pro-rata reduction in rental payments.

15. Assignment and Subletting. This Agreement shall not be assigned by Lessee nor shall Lessee sublet its interest herein without the written consent of Lessor having been first obtained.

16. Manner of Installation on Tower. At the lessee's expense, a tower structural inventory and analysis will be performed by a mutually agreed to engineering firm. This to insure that the proposed installation by lessee will not impair the structure's integrity and/or that structural loading limits are not exceeded. Lessor retains the right to accept or reject the installation plans of Lessee. It is agreed this 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.

17. Default. If Lessee shall (a) fail to pay any rent or any other sum of money due hereunder within [REDACTED] after notice from Lessor that the same is overdue, (b) fail to immediately correct broadcast interference as required in paragraph 11 hereof, or (c) violate or fail to perform any other provision of this Agreement within [REDACTED] after notice from Lessor, then this Lease shall be in default and at any time thereafter Lessor may at its option terminate this Agreement, remove all property of Lessee on the Tower and premises and pursue such other and further rights and remedies as shall be legally available, including the sale of Lessee's said equipment at any time after [REDACTED] following termination of this Agreement, after which sale Lessor may retain its costs incurred herein and unpaid rent, paying the balance of such sale proceeds, if any, to Lessee.

Whereas, the parties through their representative have executed this Agreement as of this the 17th day of March, 2003.

28 00

LONDEN MEDIA
D/B/A KAZT Television

By: _____

Ronald J. Ryan

Title: _____

V.P. General Mgr.

MEREDITH CORPORATION
d/b/a ~~KPHO-TV~~

By: _____

[Signature]

Title: V.P. and General Manager

AMENDMENT TO AGREEMENT

This Amendment to the Lease Agreement (the "Agreement") of March 28, 2003, is made by and between Meredith Corporation ("Lessor") and Londen Media d/b/a KAZT Television ("Lessee"), for the purpose of extending the term of the Agreement and setting the rent during that extension term.

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Rent: The rent during the extension term shall be as follows:

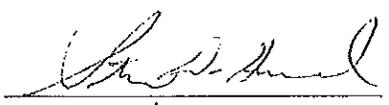
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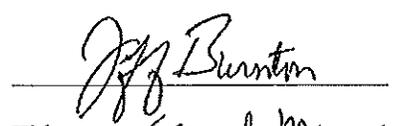
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The parties through their representative have executed this Amendment as of this [redacted]

Meredith Corporation
d/b/a KPHO-TV

Title: VP/GM

Londen Media
d/b/a KAZT Television

Title: General Manager