

ANTENNA SPACE LICENSE

This Antenna Space License (this "**Agreement**") is made and entered into the ___ day of _____, 2017 (the "**Execution Date**"), by and between KRIS Communications, LLC, hereinafter called "**Licensor**" and City of Corpus Christi, licensee and operator of public safety communications systems, hereinafter called "**Licensee**."

WITNESSETH:

Licensor hereby grants to Licensee the rights and privileges hereinafter set forth for the license fees and upon, and subject to, the terms and provisions hereinafter set forth.

I. GRANT: Subject to the limitations stated in this Agreement, Licensor grants to Licensee the right to install and operate, at Licensee's sole cost and expense, eight (8) police system and community alert antennas (the "**Antenna System**") on Licensor's television transmitter tower located on lands more particularly described in Schedule A attached hereto, which lands are located approximately at 3.2 miles south of Highway 44 on County Road 61, Robstown, Texas. The portions of the land and tower upon which Licensee's Transmission System (as defined hereinbelow) and Licensee's Antenna System, as applicable, are installed subject to this Agreement are sometimes called the "Premises" in this Agreement.

The Antenna System shall be installed by Licensee in a location designated by Licensor as more particularly described in Schedule B attached hereto. Licensor also grants Licensee the rights, at Licensee's sole cost and expense, to install and operate radio transmission equipment (the "**Transmission System**") in Licensor's transmitter building located at the base of the tower in a location designated by Licensor as more particularly described in Schedule B. The Transmission System may only consist of fifteen (15) transceivers and associated equipment approved by Licensor.

The authority granted by Licensor to Licensee to install the Antenna System and Transmission System is expressly subject to all the terms and provisions of this Agreement, including, but not limited to, those provisions, restrictions and reservations relating to the operation, maintenance and removal of such items.

The legal interest of Licensee in and to the Premises is that of a license. Licensee shall have no property rights or interest in the land and tower by virtue of this License. Licensee's Antenna System and Transmission System shall remain the personal property of Licensee.

II. TERM: Subject to the parties' rights to terminate as described in other provisions of this Agreement, this Agreement shall be for a term of twelve (12) months, commencing on the Execution Date (the "**Commencement Date**") and ending on the date that is twelve (12) months thereafter, with nine (9) automatic 12-month renewal terms, unless Licensee terminates this Agreement at the end of the then current term by giving Licensor written notice of intent to terminate not less than ninety (90) days prior to the end of the then current term.

All portions of the Antenna System and the Transmission System shall be removed by Licensee within thirty (30) days after the expiration or earlier termination of this Agreement. Licensee will repair any damage to the Premises, land and/or tower resulting from Licensee's removal activities. If Licensee fails to remove or cause to have removed any portion of the Antenna System and Transmission System from the Premises within thirty (30) days after the expiration or earlier termination of this Agreement, Licensor may remove such equipment and Licensee shall remain liable for any and all costs incurred by Licensor for removal of Licensee's equipment from the Premises. Licensee shall be responsible for license fee payments in the amount of two hundred percent (200%) of the license fees then in effect and for compliance with the terms and conditions of this Agreement for any period in which Licensee's equipment remains on the Premises, land and/or tower following the expiration or earlier termination of this Agreement until the date that such equipment is removed pursuant to this Section.

III. LICENSE FEES: As consideration for the rights and privileges herein granted, Licensee agrees to pay Licensor license fees as outlined below subject to adjustment as hereafter provided. Commencing on the Commencement Date, such fees shall be payable in equal successive monthly installments without setoff, deduction or demand, in advance, on the first day of each calendar month during the term in the amount set forth below. In addition, if Licensee fails to terminate this Agreement at the end of the then current term, the license fees for each subsequent renewal term shall be payable in equal successive monthly installments without setoff, deduction or demand, in advance, on the first day of each calendar month during such renewal term in the amounts as follows:

License Period	Monthly License Fee
Commencement Date – Month 12	\$3853.82
Month 13 – Month 24	\$3969.44
Month 25 – Month 36	\$4088.53
Month 37 – Month 48	\$4211.19
Month 49 – Month 60	\$4337.53
Month 61 – Month 72	\$4467.66
Month 73 – Month 84	\$4601.69
Month 85 – Month 96	\$4739.74
Month 97 – Month 108	\$4881.94
Month 109 – Month 120	\$5028.40

If the Commencement Date is other than the first day of the month, any license fee provided for shall be prorated accordingly in the first partial calendar month of the term.

In the event Licensee fails to pay any license fee installment hereunder as and when such installment is due, to help defray the additional cost to Licensor for processing such late

payments, Licensee shall pay to Licensor on demand a late charge in an amount equal to five percent (5%) of such installment; and the failure to pay all amounts due hereunder within ten (10) days after demand therefor shall be an event of default hereunder. The provision for such late charges shall be in addition to all of Licensor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Licensor's remedies in any manner.

Licensee also consents and agrees to pay all excise and use taxes levied by the State of Texas or any other governmental agency or authority on the license fees and other sums payable by Licensee to Licensor under this Agreement, and any other fees or assessments imposed on Licensor by any governmental agency or authority as a result of Licensee's exercise of this Agreement.

IV. ACCEPTANCE OF PREMISES: Licensee acknowledges that Licensor has made no covenant, representation or warranty to Licensee concerning the condition, safety, merchantability, fitness for use, suitability for any purpose whatsoever, or state of repair thereof, and Licensee accepts the Premises in its "present" condition, "as is, where is."

V. ELECTRIC POWER AND ANY OTHER UTILITIES OR FEES: Licensee agrees to reimburse Licensor a monthly amount for electrical power determined by Licensor based upon average monthly charge incurred over the previous two years. In the event that the utility company increases rates, Licensor may increase the rate charged to Licensee accordingly. In the event that Licensee makes a material change in its operations at the site, Licensor may re-evaluate electricity usage and increase the rate charged to Licensee accordingly. Licensor will not be responsible for interference with, interruption of or failure of such electrical power. If Licensor installs an emergency generator capable of supplying power to Licensor's building and Licensee's Transmission System, Licensor shall provide Licensee's Transmission System with back-up power from Licensor's emergency generator and Licensee shall pay its pro rata cost of such generator's fuel, maintenance and other expenses as determined by Licensor. Licensor shall be solely responsible for the operation and maintenance of Licensor's generator. Licensor shall not be responsible for any loss or damages incurred by Licensee due to the failure of said generator or its associated equipment. In addition, Licensee agrees to pay its pro rata share of all sums due for any other utilities or services used by Licensee in connection with its exercise of its rights under this Agreement.

VI. INSTALLATION AND MAINTENANCE OF LICENSEE'S FACILITIES: Licensee's Antenna System and Transmission System shall be installed and maintained at all times in a good, secure, and workmanlike manner. All such work shall be performed by one or more licensed general contractor(s) acceptable to Licensor and in accordance with all applicable laws, regulations, codes and safety standards. The method, location and continuance of the installation shall be subject to Licensor's prior written approval of: (a) Licensee's plans and specifications for such work, and (b) if required in Licensor's sole discretion, a structural analysis of the tower (to be performed at Licensee's sole cost), which approval shall not be unreasonably withheld. If any alterations in the transmitter building become necessary as a result of the installation or maintenance of Licensee's Transmission System, Licensor may make, or require Licensee to make; such alterations and the cost thereof shall be paid by Licensee within ten (10)

days after Licensee's receipt of Licensor's request therefor. Licensee agrees, at Licensee's sole cost and expense, to abide by all reasonable requirements made by Licensor's representative and to perform all work necessary to meet such requirements related to the installation or maintenance of Licensee's Transmission System, including replacement or repair of any defective hardware supporting Licensee's Antenna System and/or transmission line(s).

Anything in this Agreement to the contrary notwithstanding, Licensee acknowledges and agrees that if, during the term of this Agreement, Licensor needs or desires to install (a) an additional transmission line or lines in or on the tower to service Licensor's own operation requirements; (b) additional antenna(s); or (c) if Licensor should require or desire use of the space used by Licensee to operate Licensor's own equipment or facilities, then, in any such event or events, Licensor shall have the right to do so. Licensor will give Licensee ninety (90) days' notice in such an event. In any such event, Licensor may commission an engineering study to be made at Licensor's expense to determine whether the structural components of the tower can be modified to accommodate Licensor's additional hardware and equipment, as well as Licensee's Antenna System. If such modification is possible then, within thirty (30) days of its receipt of such report, Licensee may elect, by notice in writing to Licensor, to pay for the modifications related to relocating Licensee's Antenna System determined to be necessary to facilitate Licensor's modification, and any such payments by Licensee shall be credited to Licensee's future rent under this Agreement. Such modifications, if any, must not interfere with any established deadlines set by the FCC or other governmental authority regarding Licensor's use of its allocated spectrum, tower, and premises. If Licensee elects to pay for, and pays for, modifications that don't interfere with the governmental deadlines of Licensor, then Licensee's Antenna System shall be allowed to remain on the tower at the locations designated in the report. If Licensee does not elect to pay for the modification, or if the modification is not possible, Licensee may elect, within thirty (30) days of its receipt of the consultant's report, by notice in writing to Licensor, to relocate Licensee's Antenna System to a location, if any, specified by Licensor which is available and which will not require substantial modification of the tower to accommodate Licensor's hardware and equipment on the tower as well as that of Licensee's. If the tower will not support both Licensor's hardware and equipment and that of Licensee's (and modification to provide such support or relocation is not feasible as described above, or if Licensee does not elect to pay for the modification or to relocate as described above), then this Agreement shall terminate as to the antenna(s), equipment or facilities of Licensee required to be removed to accommodate Licensor's equipment (but remain in effect as to any other portion of the Antenna System or Transmission System remaining), and Licensee shall remove the affected antenna(s), transmission line(s), and all related equipment from Licensor's tower within one hundred and eighty (180) days after Licensor's demand therefor. This Agreement shall terminate with respect to such antenna, as of the date the antenna is required to be removed (but remain in effect as to any other portion of the Antenna System or Transmission System remaining). Licensor shall not have any liability or obligation to Licensee or anyone claiming under or through Licensee for any injury, loss of revenue, business interruption, inconvenience or cost of finding, and installing its equipment at, an alternate site due to a termination of this Agreement in accordance with the provisions of this Section VI.

VII. MAINTENANCE AND REPAIR COSTS AND ASSUMPTION OF RISK:
Licensee agrees to pay all costs of maintaining and repairing the Antenna System and

Transmission System in accordance with good engineering practices, and hereby releases and relieves Licensor from any and all liability from any damage thereto from any cause whatsoever not directly attributable to the gross negligence of Licensor, its agents, servants or employees.

VIII. ACCESS: Licensee shall have non-exclusive access over the land and to the tower to access the Premises at all reasonable times for the purpose of making inspections and repairs to the Antenna System or Transmission System; provided, however, that Licensee shall give Licensor written notice of its need or desire to have access to the tower prior to such entry, and no such entry shall be made by Licensee or Licensee's agents, employees, or invitees until Licensee has received Licensor's written approval therefor. In no event, however, will anyone be permitted on the tower without first demonstrating liability insurance and workers compensation insurance coverage, as Licensor reasonably shall deem appropriate at the time. Access to the transmitter building shall be governed by rules and regulations issued from time to time by Licensor.

Such entry and use shall be affected in a manner that does not unreasonably disturb, damage or interfere with any other equipment or facilities in the transmitter building or in or upon the tower.

IX. SIGNAL INTERFERENCE: Licensee shall ensure that neither the Antenna System nor the Transmission System interfere with Licensor's existing and/or future signals being transmitted or received at the tower, including, but not limited to, high definition television signals, digital television signals, microwave, and short-wave radio signals. Licensee further shall ensure that neither the Antenna System nor the Transmission System interfere with the signal(s) of others who are, on the date of execution of this Agreement, using Licensor's tower (or the respective successors and assigns of such existing users). Licensee agrees at Licensee's expense to provide all filters, isolation traps and other electronic devices (which filters, traps, and devices shall be considered part of the Antenna System or Transmission System, as applicable, under this Agreement) which may become necessary to eliminate interference caused as a result of installation or use of Antenna System or Transmission System on the signals of others who are, as of the date of execution of this Agreement, already using Licensor's tower, if such interference is claimed. If the Antenna System or Transmission System shall interfere with the signal(s) of others, Licensee will cause such interference to cease within seventy-two (72) hours after written notice from Licensor. In the event interference is not corrected within seventy-two (72) hours after notification by Licensor, Licensee will cease all interfering activity immediately and Licensee shall not resume operation until the interference has been eliminated.

Licensor shall ensure that its antenna(e) and transmission equipment installed after the date of this Agreement will not interfere with Licensee's existing signals being transmitted or received at the tower through the Transmission System, including, but not limited to, radio transmission of Licensee's signal, STL transmissions, microwave, and short-wave radio signals. Licensor agrees, at Licensor's expense, to provide all filters, isolation traps and other electronic devices which may become necessary to eliminate interference described in the previous sentence. In the event interference is not corrected within thirty (30) days after notification by Licensee, Licensor will cease all interfering activity immediately and Licensor shall not resume operation until the interference has been eliminated.

Licensee expressly acknowledges and agrees that if it modifies its Antenna System or Transmission System (or method of transmission) on or used in connection with the Premises following the initial installation of such facilities, then such modifications shall be subject to Licensor's approval and the foregoing provisions concerning interference with transmission and reception of signals shall apply to all users of the tower at the time such modification is effected, whether or not such parties were users of the tower on the effective date of this Agreement.

The parties acknowledge that there will be occasions that require Licensor or the other occupants of the tower (or both), to reduce or terminate transmitter output power. Licensor and Licensee agree to cooperate with each other and other licensees on the tower to adjust transmitter output power in accordance with guidelines established from time to time by Licensor in order to facilitate the safe, efficient and timely (i) maintenance and repairs to be performed on the tower structure; (ii) installation of additional equipment on the tower by Licensor, Licensee or other users, including prospective users; (iii) maintenance of equipment on the tower owned by Licensor, Licensee or any other user(s) or prospective users. Licensor will provide as much advance notice of the need to adjust transmitter output power as practicable under the circumstances and reserves the right to do so by telephone or email. In any event, Licensor shall have the final say at any time as to the power level and operation of any radiating or transmitting equipment on the tower. Licensee shall have no claim or cause of action against Licensor or any other user(s) of the tower for any cost, expense, injury, business interruption, inconvenience or loss of revenue arising from a need to reduce transmitter output power to facilitate the above activities on the tower.

X. CONSTRUCTION LIENS: Licensor's interest in the Premises shall not be subject to liens for improvements made by Licensee, and Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of Licensor in the Premises as a result of improvements made by Licensee for any other cause or reason. Licensee acknowledges that such liens are expressly prohibited and that all persons performing work for Licensee must look solely to Licensee to secure payment for any work done or material furnished for improvements by Licensee during the term of this Agreement. Licensee must satisfy or bond over any such lien or claim of lien in a method as may be permitted by law within ten (10) days of the assertion of any such lien or claim of lien.

Licensee shall advise all persons furnishing designs, labor, materials or services to the Premises in connection with Licensee's improvements thereof of the foregoing provisions.

Licensee also hereby indemnifies and agrees to defend and hold Licensor harmless from any claim, loss, damage, cost, or expense (including reasonable attorneys' fees) arising as a result of Licensee's failure to pay for all such work, or arising as a result of the assertion of any such claim, and Licensee agrees that the indemnity provisions of this section shall survive termination of this Agreement.

XI. EVENTS OF DEFAULT: The following events shall be deemed to be events of default by Licensee under this Agreement:

(A) If Licensee fails to pay any installment of its license fees herein required when

due, or any other payment or reimbursement to Licensor required herein when due; provided, however, that the first such failure in any twelve (12) month period shall not be an event of default if the entire amount then due is paid in full within three (3) business days after receipt of written notice from Licensor to Licensee; or

(B) If Licensee becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors; or

(C) If Licensee files a petition under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Licensee is adjudged bankrupt or insolvent in proceedings filed against Licensee; or

(D) If a receiver or trustee is appointed for all or substantially all of the assets of Licensee; or

(E) If any license issued by the Federal Communications Commission ("FCC") to Licensee used for the purposes of conducting Licensee's communications operations from the Premises shall be revoked or cancelled, or if FCC should fail to renew any such license; or

(F) If Licensee fails to correct a violation of the provisions of Section IX within seventy-two (72) hours after written notice thereof to Licensee; or

(G) If Licensee fails to comply with any other term, provision, condition or covenant of this Agreement, and does not cure such failure within thirty (30) days after written notice thereof to Licensee.

XII. REMEDIES: Upon the occurrence of any such events of default described above, Licensor shall have the option to pursue any one or more of the following remedies:

(A) Licensor may terminate this Agreement, in which event Licensee shall immediately surrender the Premises to Licensor, and if Licensee fails so to do Licensor may, without prejudice to any other remedy which it may have for possession or arrearages in license fees, enter upon and take possession of the Premises and expel or remove Licensee and its equipment and facilities or any part thereof without being liable for prosecution or any claim of damages therefor; and Licensee agrees to pay to Licensor on demand the amount of all loss and damage which Licensor may suffer by reason of such termination.

(B) Licensor may enter upon the Premises without being liable for prosecution or any claim for damages therefore, and do whatever Licensee is obligated to do under the terms of this Agreement; and Licensee agrees to reimburse Licensor on demand for any expenses which Licensor may incur in thus effecting compliance with Licensee's obligations under this Agreement, and Licensor further agrees that Licensor shall not be liable for any damages resulting to Licensee from such action, except in the event of Licensor's gross negligence or willful misconduct.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other

remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any license fees due to Licensor hereunder or of any damages accruing to Licensor by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Licensor or its agents during the term hereby granted shall be deemed a termination of this Agreement or an acceptance of the surrender of the Premises, and no agreement to terminate this Agreement or accept a surrender of said Premises shall be valid unless in writing signed by Licensor.

XIII. NON-EXCLUSIVE AGREEMENT: This Agreement is non-exclusive and Licensor reserves the right to license or lease space on its tower and in its transmitter building to others for like or similar purposes.

XIV. ASSUMPTION OF RISK; DAMAGE OR DESTRUCTION: Licensee assumes all risk of damage or loss from fire, windstorm, condemnation, and other perils to Licensee's property or fixtures.

In the event the Premises or any part thereof shall be damaged or destroyed by fire, windstorm, hurricane, earthquake or other perils or casualty, then, if any such damage renders all or a substantial portion of the tower or transmitter building unfit for the purpose intended, either Licensor or Licensee shall have the right to terminate this Agreement as of the date of such damage upon giving written notice to the other at any time within thirty (30) days after the date of such damage, in which event, if Licensee is not otherwise in default, Licensee shall be entitled to an immediate refund of any prepaid license fees. Licensor shall have no duty or obligation to repair or restore the tower or transmitter building and shall not have any liability or obligation to Licensee or anyone claiming under or through Licensee for any injury, loss of revenue, business interruption, inconvenience or cost of finding and installing its equipment at an alternative site. In the event that this Agreement is terminated under the above conditions and subsequently Licensor chooses to restore the tower to working condition within the contract term of this Agreement and Licensee desires to continue this agreement, then Licensor agrees to be bound by this agreement for the remainder of the term.

XV. CONDEMNATION: In the event that the Premises shall be taken or condemned for public or quasi-public use by legal proceeding or by a deed in contemplation of condemnation, this Agreement shall terminate as of the date of possession and shall be required by the condemning authority and Licensor shall be entitled to, and Licensee hereby re-licenses and assigns to Licensor, all rights to all awards made by the condemning authority in connection with such taking with the exception of any pre-paid license fees which shall be refunded immediately to Licensee.

XVI. INSURANCE: Licensee agrees to pay for and keep in effect while this Agreement is in force, a general liability policy of insurance, naming both Licensor and Licensee as insured parties with single limit coverage of not less than One Million Dollars (\$1,000,000) per accident and excess liability coverage of not less than Five Million Dollars (\$5,000,000). Licensee's policy shall have a contractual liability endorsement for Licensee's obligations under this Agreement, including but not limited to, its obligations to indemnify Licensor under this Section XVI. Such

policy or policies shall be written by a good and solvent insurance company authorized to do business in the State of Texas and reasonably acceptable to Licensor. Each policy shall contain a provision that no modification or cancellation shall be effective unless Licensor is given at least thirty (30) days' prior written notice thereof. The original of each policy, or a true copy thereof, and a copy of the replacement of each expiring policy, shall be delivered to Licensor prior to Licensee's exercise of any rights under this Agreement in, on or about the Premises. Notwithstanding the foregoing, Licensee may elect to self-insure. If Licensee elects to self-insure, Licensor and Licensee shall maintain all rights and obligations between themselves as if Licensee maintained the insurance with a commercial insurer including any additional insured status, primary liability, waivers of rights of recovery, and any other insurance clauses required herein. Licensee shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Licensee had maintained the insurance pursuant to this Section XVI.

If Licensee elects to make any improvements or to perform any work on the tower or the Premises in connection with Licensee's rights and obligations hereunder, then, in addition to the foregoing, Licensee's general contractor(s) shall be required to carry a comprehensive liability policy or policies of insurance insuring Licensor against any liability whatsoever occasioned by accident on or about the Premises or any appurtenances thereto. Such policies shall also conform to such other requirements and shall contain such other provision, as Licensor may deem necessary to protect its interests as a result of the installation of any alterations or improvements. Each such policy shall be written by a good and solvent insurance company authorized to do business in the State of Texas and reasonably acceptable to Licensor and each such policy shall have single limit coverage of not less than One Million Dollars (\$1,000,000) per accident and excess liability coverage of not less than Five Million Dollars (\$5,000,000). The original policy or a true copy thereof shall be delivered to Licensor prior to the commencement of any work in, on or about the Premises. In addition, Licensee's general contractor shall also provide to Licensor, at the same time as the policy of liability insurance is due, evidence that such contractor has and maintains worker's compensation insurance in the amounts required by law.

XVII. ASSIGNMENT: Licensee shall have no right to Transfer its rights under this Agreement in whole or in part, without the prior written notification to and consent of Licensor (and, if applicable, Licensor's or its parent company's lenders, to the extent required by any loan documents binding on Licensor or its parent). Consent to any one or more of such transfers or encumbrances shall not be deemed to waive Licensor's rights (or those of its parent company, and, if applicable, any lender) with respect to any future Transfer. Approval of an encumbrance shall not be deemed approval or permission for a transfer to occur without such consents in the event of default thereunder and the attempted enforcement by foreclosure or seizure of Licensee's Antenna System and Transmission System. Licensor may assign this Agreement in its discretion.

As used herein, "Transfer" shall mean (i) any sale, conveyance, assignment, pledge, encumbrance, sublicense, or transfer of Licensee's interest in this Agreement; (ii) any lawful levy or sale of Licensee's interest in the Premises upon execution or other legal process; (iii) any assignment of this Agreement by operation of law; (iv) if Licensee is a partnership or limited liability company, the withdrawal or change, whether voluntary, involuntary or by operation of

law, of partners or members owning thirty percent (30%) or more of Licensee's capital and/or economic interests, or the dissolution of Licensee, or the sale of more than fifty percent (50%) in value of the assets of Licensee, or the merger of Licensee with any other entity; (v) if Licensee is a corporation, any dissolution, merger, consolidation or reorganization of Licensee, or the sale or other transfer of a controlling percentage of capital stock of Licensee, or the sale of more than fifty percent (50%) in value of the assets of Licensee; (vi) any transfer or assignment of an interest in the FCC license(s) by Licensee requiring FCC approval on FCC Form 314 or 315. The phrase "control" or "controlling percentage" as used in this paragraph means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of Licensee's capital stock issued, outstanding and entitled to vote for the election of directors, or such lesser percentage as is required to provide actual control over the affairs of the corporation. Any Transfer or attempted Transfer of Licensee's rights under this Agreement without the prior written consent of Licensor, if applicable, its parent company, and, if applicable, any lenders, shall be void and shall constitute a breach of this Agreement.

XVIII. RULES AND REGULATIONS: Licensee shall promptly perform and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and municipal governments, and of any and all of their departments and bureaus having jurisdiction applicable to Licensee's equipment on the Premises, use of the Premises, and nuisances or other grievances in, upon or connected with such use during the term of this Agreement.

Licensee shall obtain all licenses and permits required for its operation of equipment from or on the Premises, and shall pay all fees, charges, taxes and assessments, now or hereafter imposed, foreseen and unforeseen, that may be due, levied or assessed against Licensee, or its antenna(e), transmission equipment and property, or Licensee's business during the term of this Agreement. Licensee shall also pay any and all taxes and assessments that may be due, levied or assessed upon this Agreement, or that arise as a result of this Agreement. In addition, Licensee shall also pay, prior to the time the same shall become delinquent, all taxes and assessments of any nature whatsoever imposed by any governmental authority on:

(A) all inventory, trade fixtures, personal property, and equipment owned by Licensee; and

(B) all improvements installed upon the Premises during the term of this Agreement by Licensee or by Licensor on behalf of Licensee.

Anything in this Section to the contrary notwithstanding, Licensee shall not be required to pay any income tax specifically payable by Licensor as a separate taxpaying entity without regard to Licensor's income sources as arising from or out of the execution of this Agreement.

XIX. NOTICES: All notices, demands and requests given by either party hereto to the other party shall be in writing.

All notices, demands and requests by Licensor to Licensee shall be deemed to have been properly given if sent by United States registered or certified mail, postage prepaid, or by Federal

Express or other recognized overnight courier, addressed to Licensee at the following address:

Corpus Christi Police Department
Attn: Police Chief
321 John Sartain Street
Corpus Christi, Texas 78401

or at other such address as Licensee may from time to time designate by written notice to Licensor, given as herein required.

All notices, demands and requests by Licensee to Licensor shall be deemed to have been properly given if sent by United States registered or certified mail, postage prepaid, or by Federal Express or other recognized overnight courier, addressed to Licensor at the following address:

KRIS-TV
Attn: General Manager - Greg McAlister
301 Artesian St
Corpus Christi, Texas 78401

or at other such address as Licensor may from time to time designate by written notice to Licensee, given as here in required.

Notices shall be deemed given on the date of receipt or, if refused or unable to be delivered, on the date of first attempted delivery thereof.

XX. ESTOPPEL CERTIFICATE, ATTORNMENT, SUBORDINATION AND RECORDING: Licensee acknowledges and agrees that this Agreement is and shall be subject and subordinate to any mortgage now existing or hereafter placed by Licensor upon the tower or the Premises.

Within ten (10) days after the request by Licensor, Licensee shall deliver to Licensor, without charge or expense to Licensor, a written and acknowledged statement certifying, if true, that Licensee accepted possession of the Premises, that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified, and stating the modifications), and the dates to which the license fees and other charges or deposits have been paid in advance, if any. It is intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser or lender or the mortgagee, beneficiary, or guarantors of any security or interest, or any assignees of any such parties under any mortgage now or hereafter made by Licensor.

XXI. ATTORNEYS' FEES: In any legal proceedings to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorneys' fees and paralegal fees.

XXII. BINDING EFFECT: Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of Licensor and Licensee, respectively. Each term and each provision of this Agreement to be performed by Licensee shall be construed to be both an independent covenant and a condition. The reference contained to successors and assigns of Licensee is not intended to constitute consent to assignment by Licensor, but as reference only to those instances in which Licensor may have given consent to a particular assignment.

XXIII. GOVERNING LAW: Except as required by the Federal Communications Act, the validity, interpretation, and effect of this Agreement shall be governed by the laws of the State of Texas, excluding the "conflict of laws" rules thereof.

XXIV. HAZARDOUS MATERIALS: Licensee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Premises or the tower by Licensee, its agents, principals, employees, assigns, sublessees, contractors, consultants or invitees without the prior written consent of Licensor, which consent may be withheld for any reason whatsoever or for no reason at all. If Licensee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises or around the tower caused or permitted by Licensee (or the aforesaid others) results in contamination of the Premises or the tower or the surrounding area(s), or if contamination of the Premises or the tower or the surrounding area(s) by Hazardous Material otherwise occurs for which Licensee is legally, actually or factually liable or responsible, then Licensee shall fully and completely indemnify, defend and hold harmless Licensor (or any party claiming by, through or under Licensor) from any and all claims, judgments, damages, penalties, fines, costs, liabilities, expenses or losses including, without limitation: (i) diminution in the value of the Premises and/or the land on which the tower is located and/or any adjoining area(s) which Licensor owns or in which it holds a property interest; (ii) any asserted damage to neighboring properties or the occupants of such properties; and (iii) any sums paid in settlement of claims, attorneys' fees, consultants fees and expert fees which arise or arose before, during or after the term of this Agreement as a consequence of such contamination. This indemnification of Licensor by Licensee includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental urgency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises or the tower. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises, the tower or the surrounding area(s) caused or permitted by Licensee (or the aforesaid others) results in any contamination of the Premises, the tower or the surrounding area(s), Licensee shall immediately take all actions at its sole expense as are necessary or appropriate to return the Premises, the tower and the surrounding area(s) to the condition existing prior to the introduction of any such Hazardous Material thereto; provided that Licensor's prior written approval of such actions by Licensee shall be first obtained. The foregoing obligations and responsibilities of Licensee shall survive the expiration or earlier termination of this Agreement.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in

the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq., as amended), the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, and all substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances, which are defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum.

Licensor and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Licensee is complying with the terms of this section. If Licensor is not in compliance with this section, Licensor shall have the right to immediately enter upon the Premises to remedy any contamination caused by Licensee's failure to comply, notwithstanding any other provision of this Agreement. Licensor shall not be liable for any interference caused thereby.

Any non-compliance by Licensee with its duties, responsibilities and obligations under this section shall be an "automatic" (no notice of any nature from Licensor to Licensee being required) default of this Agreement by Licensee.

XXVI. SEVERABILITY: If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, 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, as long as the general intent and material benefits negotiated by each of the parties shall not be substantially diminished nor impaired, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

XXVII. EARLY TERMINATION; CONSEQUENTIAL DAMAGES: Licensor shall not have any liability or obligation to Licensee or anyone claiming under or through Licensee for any injury, loss of revenue, business interruption, inconvenience or cost of finding and installing its equipment at an alternative site due to an early termination of this Agreement by Licensor exercising its rights under the terms of this agreement. Licensor shall not be responsible for any incidental or consequential damages incurred by Licensee resulting from Licensee's use or Licensee's inability to use Licensor's tower or the Premises.

XXVIII. ENTIRE AGREEMENT: This Agreement constitutes the full and complete understanding between the parties and supersedes all prior agreements and negotiations between the parties. This Agreement shall not be altered, amended or otherwise modified except by the express written agreement between the parties executed by each of the parties to this Agreement.

XXIX. EFFECT OF WAIVER: No waiver by Licensor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Licensor's acceptance of the payment of the license fees, or a portion of the license

fees due, or other payments hereunder after the commencement by Licensor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Licensor's right to enforce any such remedies with respect to such default of any subsequent default.

XXX. HEADINGS: The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.

XXXI. JURY TRIAL IS WAIVED: Neither Licensor nor Licensee shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation based upon, or arising out of this Agreement, any related instrument, any collateral or the dealings or the relationship between or among the parties, or any of them. No party will seek to consolidate any such action, in which a jury has been waived, with any other action in which the jury trial cannot or has not been waived. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

XXXII. Counterparts; Scanned Copies: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

XXXIII. TIME OF ESSENCE: Time is of the essence in the performance of obligations contained herein.

XXXIV. OPTION TO TERMINATE: Either party may terminate this Agreement prior to the end of the then current term by giving the other party six (6) months prior written notice.

XXXV. NON APPROPRIATION: The continuation of this Agreement after the close of any fiscal year of Licensee, which fiscal year ends on September 30 annually, is subject to appropriations and budget approval covering this Agreement as an expenditure in said budget; however, it's within the sole discretion of the City Council of Licensee to determine whether to fund this Agreement. Licensee does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

XXXVI. DISCLOSURE OF INTERESTS: In compliance with Section 2-349 of the Corpus Christi Code of Ordinances, Licensor shall complete Licensee's Disclosure of Interests form, which is attached to this Agreement as Schedule C, the contents of which, as a completed form, are incorporated in this document by reference as if fully set out in this agreement. For corporate businesses whose shares are publicly traded and listed on recognized national or regional stock exchanges or over-the-counter markets, it shall be sufficient if a current Securities and Exchange

Commission Form 10-K is filed in lieu of Licensee's Disclosure of Interests form.

XXXVII. CERTIFICATE OF INTERESTED PARTIES: Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 requires disclosure of “interested parties” with respect to entities that enter contracts with cities. These interested parties include:

(1) persons with a “controlling interest” in the entity, which includes:

- a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
- b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized and filed with the City of Corpus Christi. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>

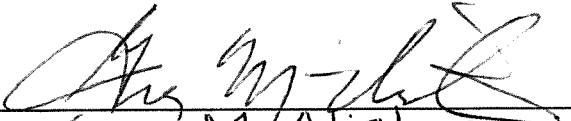
XXXVIII. CONFLICT OF INTEREST: Licensor agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary’s Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary’s website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

[Signatures on following page]

WITNESS the execution hereof by Licensor and Licensee as of the day and year first above written.

LICENSOR:

KRIS Communications, LLC

By: 
Name: Greg McAlister
Title: President & General Manager

LICENSEE:

CITY OF CORPUS CHRISTI

By: _____
Name: Margie C. Rose
Title: City Manager

ATTEST:

By: _____
Name: Rebecca Huerta
Title: City Secretary
Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Name: Buck Brice
Title: Assistant City Attorney for City Attorney
Date: _____

SCHEDULE A

[Insert Land Description]

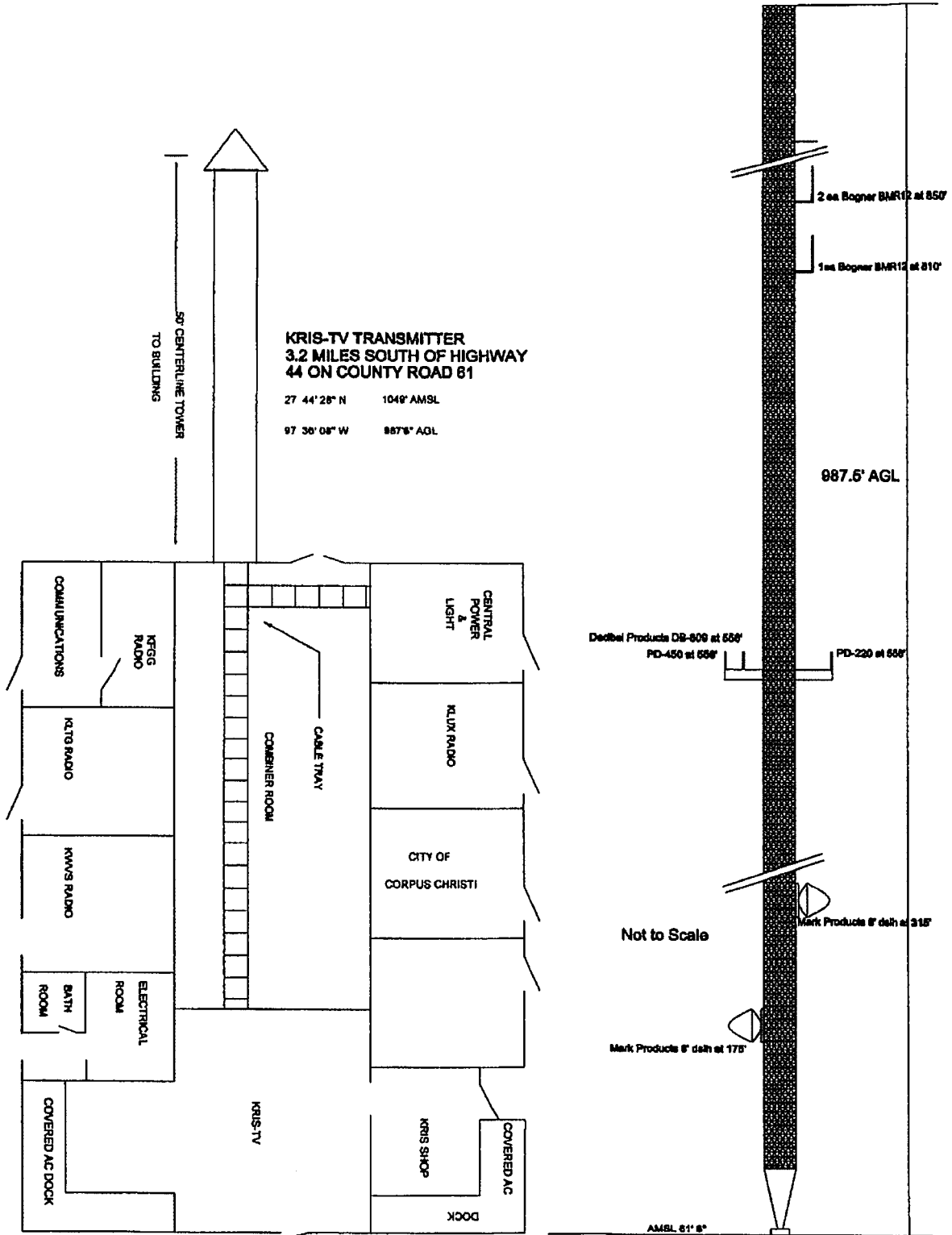
KRIS-TV Transmitter
3.2 Miles South of Highway 44 on County Road 61

27° 44' 28" N

97° 36' 08" W

SCHEDULE B

Equipment Location Diagram and Equipment List



Equipment List

Antenna description		Height (AGL)
Bogner BMR12	Police system	850
Bogner BMR12	Police system	850
Bogner BMR12	Police system	810
DB Products DB-809	Police system	556
Cellwave PD-220	Community alert antenna	556
Cellwave PD-455	EAS Repeater	556
Mark Products 6' dish	Police system	315
Mark Products 6' dish	Police system	175

Lessee shall operate 15 transceivers on the following frequencies:

Transmit 1 811.2375 Mhz

Receiver 1 856.2375 Mhz

Transmit 2 811.7125 Mhz

Receiver 2 856.7125 Mhz

Transmit 3 812.2375 Mhz

Receiver 3 857.2375 Mhz

Transmit 4 812.7125 Mhz

Receiver 4 857.7125 Mhz

Transmit 5 813.2375 Mhz

Receiver 5 858.2375 Mhz

Transmit 6 813.7125 Mhz

Receiver 6 858.7125 Mhz

Transmit 7 814.2375 Mhz

Receiver 7 859.2375 Mhz

Transmit 8 814.7125 Mhz

Receiver 8 859.7125 Mhz

Transmit 9 812.0875 Mhz

Receiver 9 857.0875 Mhz
Transmit 10 809.7125 Mhz
Receiver 10 854.7125 Mhz
Transmit 11 809.9875 Mhz
Receiver 11 854.9875 Mhz
Transmit 12 810.4875 Mhz
Receiver 12 855.4875 Mhz
Transmit 13 810.9875 Mhz
Receiver 13 855.9875 Mhz
Transmit 14 810.7375 Mhz
Receiver 14 855.7375 Mhz
Transmit 15 812.4875 Mhz
Receiver 15 857.4875 Mhz

Additional equipment:

From Shoreline to Violet

Microwave Transmit 2426

Microwave Receive 2474



SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

SCHEDULE C

CITY OF CORPUS CHRISTI

DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: KRIS Communications, LLC
STREET ADDRESS: 301 Artesian **P.O. BOX:** N/A
CITY: Corpus Christi **STATE:** TX **ZIP:** 78401

- FIRM IS:
- 1. Corporation
 - 2. Partnership
 - 3. Sole Owner
 - 4. Association
 - 5. Other

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
<u>N/A</u>	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
<u>N/A</u>	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
<u>N/A</u>	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

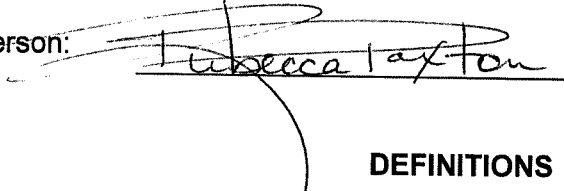
Name	Consultant
<u>N/A</u>	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas, as changes occur.

Certifying Person: Rebecca Paxton Title: Controller
Signature of Certifying Person:  Date: 10-19-17

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.