



*Cañada College • College of San Mateo • Skyline College*

**San Mateo County Community College District  
Request for Proposal (RFP)**

**Sale of or Channel Share with KCSM TV**

**Department of General Services**

**3401 CSM Drive**

**San Mateo, California 94402**

**Telephone (650) 358-6879**

**Email [harrisons@smccd.edu](mailto:harrisons@smccd.edu)**

**RFP #86757**

**Filing Deadline: Friday, July 7, 2017 2:00 PM (PDT)**

**Issued June 13, 2017**

**Table of Contents**

Section I. Notice Requesting Proposals

Section II. Executive Summary

Section III. Dates and Timeframes

Section IV. Request for Proposal Instructions and Requirements

Section V. Scope of the Proposal

Appendix A. Company Information and Signatory Page

Appendix B. Non-Collusion Affidavit

Appendix C. Information on KCSM

Appendix D. List of Equipment

## I. NOTICE REQUESTING PROPOSALS

### Request for Proposals for Sale of or Channel Share with KCSM-TV

NOTICE IS HEREBY GIVEN that the San Mateo County Community College District is requesting proposals from qualified Bidders for the Sale of or Channel Share with KCSM-TV. The Request for Proposal documents may be obtained from the District by sending an email to:

[harrisons@smccd.edu](mailto:harrisons@smccd.edu), with the subject line reading

“Requesting RFP 86757”

Requestors should include their Contact Name, Firm Name, Firm Address, Firm Phone Number and Email Address in the request.

For consideration in this process, Bidders must file their proposal in response to RFP 86757 with the General Services Department at 3401 CSM Drive, San Mateo, CA 94402 no later than July 7, 2017, 2:00 PM PDT.

*Board of Trustees  
San Mateo County Community College District  
Thomas Mohr, President  
June 13, 2017, June 20, 2017*

## II. EXECUTIVE SUMMARY

This Request for Proposal (“RFP”) presents an opportunity for qualified entities (hereinafter, “Bidders”, or individually, “Bidder”) to make proposals to acquire from the San Mateo County Community College District (hereinafter, “the District”) the assets of KCSM-TV (the “Station”) and to take assignment of the station license and the lease for its transmitter site (a “Sale”) or to enter into a channel sharing agreement with KCSM-TV (a “Channel Share”). KCSM-TV is a full power non-commercial UHF transmission facility licensed by the Federal Communications Commission (the “FCC”). It operates as an independent public television station in the San Francisco/San Jose/Oakland Designated Market Area (DMA), the 6<sup>th</sup> largest market in the United States. KCSM-TV covers approximately 6 million viewers from a transmission site at Sutro Tower in San Francisco. KCSM-TV has been reassigned to Channel 27 and will move from Channel 43 in the repacking process associated with the broadcast television spectrum incentive auction. KCSM-TV’s technical consulting firm has advised that KCSM-TV’s coverage is not adversely impacted by the re-assignment to Channel 27.

KCSM-TV is carried on most cable systems in standard definition (on Channel 17) and high definition (varies by system) in the eight Bay Area counties. KCSM-TV is also carried on Dish Network (Channel 60) and DirecTV (Channel 43).

The District is primarily an educational organization and is considering whether its mission of serving its students can be better served by monetizing the value of the assets used in the operation of KCSM-TV, in whole, through a Sale, or in part, through a Channel Share.

The District will evaluate the best bid for KCSM-TV based on primarily on the net value of all consideration to be paid to the District and either (i) in the case of a Sale, the District’s independent evaluation of the whether the Bidder will qualify under FCC rules to take assignment of the KCSM-TV license and how long it might take to get FCC approval and (ii) in the case of a Channel Share, technical and operational compatibility of the respective needs of KCSM-TV and the Bidder. In the case of a Channel Share bid, the District will also consider the amount of capacity proposed to be retained by the District (which must at least meet minimum FCC requirements).

A Bidder proposing a Sale must be qualified under the FCC’s rules to hold a non-commercial license. A Bidder proposing a Channel Share need not be qualified to hold a non-commercial license, but must be qualified under the FCC’s rules to channel share with KCSM-TV. Prospective Bidders should consult their own FCC counsel regarding the exact nature of the FCC’s requirements.

## III. DATES AND TIMEFRAMES:

**(The District reserves the right to change or alter these times and activities at its sole discretion)**

- Issuance of Request for Proposal      June 13, 2017
- Deadline for Submission of Proposals      July 7, 2017
- Finalist Meeting with District Staff as Necessary      Week of July 10, 2017
- Expected Date for Board Decision      July 28, 2017

## IV. Request for Proposal Instructions and Requirements

### General

Bidders must comply with the provisions of these instructions for completion and submission of the Proposal. The failure of a Bidder to comply with the Request for Proposal Instructions and Requirements may result in rejection of the Bidder's Proposal for non-responsiveness.

#### 1. Responsible Bidder Proposal

Only Proposals submitted by Bidders with the relevant experience, qualifications and capacity to meet the needs of the District will be accepted. A "responsible Bidder" is a Bidder that has the financial resources, personnel, facilities, integrity, and overall capacity to consummate the contract successfully. A "responsive proposal" is a Proposal that meets all of the terms, conditions, and specifications of the Request for Proposal.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items on a proposal, or to waive any irregularities or informalities in the Proposal or in the Request for Proposal process. The District reserves the right to proceed or not to proceed with this RFP, based solely on the determination of the District to terminate the selection process at any time.

#### 2. Preparation of Proposal

- a. **Submission of Executed "Hard Copy" Proposal:** A Bidder interested in this opportunity must submit 2 hard copies (one of which should be unbound) and one electronic copy (on a USB drive) of its proposal, answering the questions and completing the form(s) that are furnished. Mistakes may be crossed out and corrections entered adjacent thereto and such corrections must be initialed in ink by the person signing the proposal. Please deliver the proposal in a sealed envelope addressed to:

Department of General Services  
San Mateo County Community College District  
3401 CSM Drive  
San Mateo, CA 94402

Please indicate "**Proposal 86757 Enclosed**" on the lower left corner of the envelope.

The Proposal must be *received on or before 2:00 p.m. PDT on July 7, 2017*. Postmarking alone prior to this time is not sufficient. Faxed proposals or proposals sent via electronic mail will not be accepted. Failure to meet the deadline will result in disqualification of the proposal without review.

- b. **Proposal Contents:** Proposals must include answers to all questions and include the following items, all of which must be submitted concurrently and executed as required by these Request for Proposal Instructions or by the form of document:

Proposal cover letter on Bidder letterhead  
Appendix A: Bidder signatory page  
Appendix B: Non-collusion affidavit  
Responses to all questions posed in Section V.4 “Proposal Response”

- c. **Questions:** Any questions regarding the information contained in this Request for Proposal must be submitted via email to:

[harrisons@smccd.edu](mailto:harrisons@smccd.edu)

indicating “**Question re RFP 86757**” in the subject line, on or before **Monday, June 26, 2017, 2:00 PM PDT.**

Bidders may request clarifications or make other inquiries concerning this RFP or the requirements hereof. Bidders must submit their questions as early as possible to insure adequate time for reply and proposal preparation.

Communications with any representatives of the District about the sale of KCSM-TV by your firm or your firm’s representatives concerning this RFP is NOT permitted during the term of the submission and evaluation process except as specified herein. Communications regarding this RFP in any manner (except as set forth above) will result in the immediate rejection of your firm’s Proposal.

- d. **Bidder’s Incorporation of addendums, clarifications, updates/revisions and answers to questions:** Any addendums, clarifications, Request for Proposal updates/revisions, or replies to specific questions will be emailed to Bidders who have received a copy of the RFP from the District. All such communications should be treated like all requirements set forth in this Request for Proposal. **Bidders** are responsible for incorporating these changes or addendums into their respective proposals and all such matters shall be deemed incorporated into all proposals.

The Request for Proposal documents may be obtained as shown in Section I NOTICE REQUESTING PROPOSALS of this document.

- e. **Modifications to Submitted Proposal:** A bidder submitting a proposal may modify a proposal it has already submitted by submitting an amended/modified proposal at or prior to the time/date deadline for submission of proposals. Modifications to the submitted proposal which are not in writing will not be accepted and will not be deemed modifications to the submitted proposal.
- f. **Signature:** A legally authorized employee of the Bidder must sign the Proposal. Please refer to the “Bidder Information and Signatory Page” form (Appendix A). An unsigned proposal may be rejected for non-responsiveness.

**3. Non-Collusion Affidavit**

Each Bidder shall submit with its response a duly completed and executed form of the Non-Collusion Affidavit. The required form of the Non-Collusion Affidavit is included as Appendix B of this RFP. The failure of a Bidder to submit the completed and executed form of Non-Collusion Affidavit with its Proposal may result in rejection of the proposal for non-responsiveness.

**4. Evidence of Responsibility**

Upon the request of the District, a Bidder whose Proposal is under consideration shall promptly submit to the District satisfactory evidence showing the Bidder's financial resources and organization available for the performance of the contract. The failure of such a Bidder to submit requested materials in a timely manner will result in rejection of the Bidder's Proposal for non-responsiveness.

**5. District Modifications to Proposal**

The District reserves the right to modify this Request for Proposal or any portion hereof. All addendums issued by the District pursuant to the foregoing shall be deemed incorporated into the Proposals. Modifications will be emailed to Bidders who have received a copy of the RFP from the District.

**6. Evaluation of Proposals and Award**

The District may award the contract to a responsive and responsible Bidder whose Proposal is most advantageous to the District. The District will evaluate the best bid for KCSM-TV based primarily on the *net value of all consideration to be paid to the District* with cash consideration weighted most heavily and either (i) in the case of a Sale, the District's independent evaluation of the whether the Bidder will qualify under FCC rules to take assignment of the KCSM-TV license and how long it might take to get FCC approval and (ii) in the case of a Channel Share, technical and operational compatibility of the respective needs of KCSM-TV and the Bidder. In the case of a Channel Share bid, the District will also consider the amount of capacity proposed to be retained by the District (which must at least meet minimum FCC requirements).

The District reserves the right to negotiate with and/or request best and final offers from selected bidder(s), as the District may deem appropriate in its sole and absolute discretion. A bid for a Sale may include non-cash compensation, including but not limited to an exchange of assets (e.g., another television station and its associated FCC license(s)). The District reserves the right to assign any value to non-cash assets.

The issuance of this Request for Proposal creates no obligation on the part of the District and the District reserves the right to reject any or all Proposals, or to waive any irregularity or informality in a Proposal or in the Proposal process. Award of the Sale or Channel Share contract by the Board will be based upon a comprehensive review and analysis of the Proposal(s) as to which best meets the

needs of the District. The District will be the sole judge of the suitability of the Proposal and the Bidder shall abide by its decision.

The award of the Sale or Channel Share will be contingent upon all required approvals, including but not limited to, that of the FCC.

## **7. Contract Terms & Conditions**

The District's intention is to award a contract, with customary terms to be negotiated. In the case of a Sale, the contract will remain in place until all conditions of closing are met, payment is received, and the station assets and License are conveyed. The successful Bidder must assume the lease pursuant to which KCSM-TV operates from Mt. Sutro tower. In the case of a Channel Share, the successful bidder must enter into a channel sharing agreement that complies with all relevant FCC requirements. In addition, the District may require the Bidder to assume certain obligations under the Mt. Sutro tower lease and other agreements (*e.g.* insurance contracts, maintenance contracts). A copy of the Mt. Sutro lease is available for inspection subject to execution of a confidentiality agreement. By submission of a Proposal, the Bidder agrees to abide by the terms and conditions of the Proposal and contract documents.

## **8. Conflict of Interest**

No officer, member or employee of the District and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this contract or the proceeds thereof. No Bidder or member of Bidder's family shall serve on a District board, committee, or hold any such position which either by rule, practice or action nominates, recommends, or supervises Bidder's operation or authorizes funding to Bidder.

## **9. Public Record**

Government Code Sections 6250 ET. seq., the Public Records Act defines a public record as any writing containing information relating to the conduct of the public's business. This applies to Proposals submitted pursuant to this Request for Proposals. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements. The District cannot represent or guarantee that any information submitted in response to the Request for Proposals will be confidential. If the District receives a request for any document submitted in response to this Request for Proposals, it will not assert any privileges that may exist on behalf of the person or business submitting the Proposal. Rather, the District will notify the party whose Proposal is being sought. In the event that a party who has submitted a Proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.



**10. RFP Preparation Expenses**

The District will not be responsible for any expenses in the preparation and/or presentation of the Proposals or for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

**11. Proposal Submittal**

The responding firm assumes the sole responsibility for the complete effort required in this RFP. No special consideration shall be given after the Proposals are opened because of a firm's failure to be knowledgeable about all requirements of this RFP. By submitting a Proposal in response to this RFP, the firm represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

The District reserves the right to request additional information or clarification, if necessary, or to reject any and all Proposals with or without cause, and waive any irregularities or informalities in the Proposals submitted. The District further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting Proposals. In the event that all Proposals are rejected, the District reserves the right to re-solicit Proposals. The District reserves the right, in its sole and absolute discretion, to negotiate with responding firms as determined by the District to be in the best interests of the District.

Documents and information submitted in response to this RFP shall become property of the District and generally shall be available to the general public as required by applicable law.

## **V. SCOPE OF THE PROPOSAL**

This RFP is being issued by the District to solicit proposals from qualified Bidders to either acquire KCSM-TV, including its FCC license, tower lease and related assets used in the operation of the Station which is currently owned, operated by and licensed to the District, or to enter into a channel sharing agreement with KCSM-TV. Please see Appendix C for detailed KCSM-TV information. The base proposal for a Sale is for assignment of the FCC license and the Mt. Sutro Tower lease and sale of the station's transmitter and other equipment to the successful Bidder. Buyer will be responsible for assuming the Mt. Sutro tower lease. The equipment is sold in place (at Mt. Sutro tower and at the studio at 1700 W. Hillsdale Blvd., Building 9, San Mateo CA 94402) and "as is". Buyer shall be responsible for the processes and costs of uninstalling and removing the equipment not located at the tower site. A list of equipment is set forth in Appendix D. Seller will have no liability for damage to the equipment following the conveyance to Buyer.

The base proposal for a Channel Share is for the winning Bidder to make a one-time payment to the District and agree equally to share ongoing operating costs with the District. Channel Share bidders may also propose to make ongoing periodic payments to the District and/or to pay all, or more than half, of operating costs for shared facilities. A winning Channel Share bidder may be required to assume certain contracts or other liabilities related to operation of KCSM-TV, in whole or in part.

PLEASE NOTE: The District shall not assume any liability or responsibility for providing a subsidy in any way to the firm(s) selected for a Sale or Channel Share pursuant to this RFP.

### **1. Background**

KCSM-TV began operation in 1964 at its current location at College of San Mateo, where it has served as a non-commercial, educational broadcaster and a laboratory for students in Broadcasting Arts. The District is primarily an educational organization and is considering whether its mission can be better served by monetizing the assets used in the operation of KCSM-TV in whole, through a Sale, or in part, through a Channel Share.

### **2. Transfer Act Minimum Requirements**

For those interested in acquiring KCSM-TV, there are certain minimum requirements a prospective bidder must meet as set forth in the RFP. The successful bidder for a Sale must be qualified to be licensed to and to operate a non-commercial educational television station under the rules and regulations of the FCC. On or before closing, the certificate of incorporation and by-laws of the Bidder, if applicable, must authorize the receipt the FCC operating license for KCSM-TV and the ownership of the related assets and assumption of liabilities and provide that the purposes of the nonprofit corporation (if applicable) include the ownership and operation of a non-commercial, educational television station.

The successful bidder for a Channel Share need not be qualified to hold a non-commercial, educational television license, but must be qualified under the rules of the FCC to share KCSM-TV's FCC-assigned channel.

**3. NO REPRESENTATIONS AND WARRANTIES AS TO INFORMATION SET FORTH IN THIS RFP.**

Certain information concerning KCSM-TV and the District has been provided as part of this RFP in Appendices C and D. However, please note that the information set forth in this RFP, including all attachments, is for the convenience of the Bidders only and, except as shall be specifically represented and warranted in the final agreement(s) among the parties, the District, in KCSM-TV's capacity as FCC licensee and otherwise, does not and will not make any representations or warranties as to these materials, financial information, market shares, potential revenue, competitive factors, costs of operations or any other matters that are forward-looking.

Neither the District nor legal counsel represents or warrants the accuracy of this information or of any estimates contained herein. All documents and estimates should therefore be independently verified and confirmed by potential bidders.

The selected Bidder(s) will have an opportunity, and are encouraged, to make an independent evaluation and confirmation of all such matters during a due diligence period.

**4. Proposal Response**

Potential bidders must review and respond in detail to all of the following questions in order to assure understanding of the scope and provisions of each party's responsibilities under this Request for Proposal. The selected bidder shall be required to negotiate and enter into a contract of sale or to Channel Share, as applicable, upon notice by the District that they have been selected. Bidders should note in their responses any exceptions, objections or additions to the terms outlined.

- a. Describe your offer. Please include total price offered, to be paid by wire transfer of immediately available federal funds at the closing of the transaction. If your proposal includes the offer of non-cash assets, please describe those assets in detail. In the case of a Channel Share, please also describe any proposed ongoing periodic payments and or any proposal to pay more than half of the shared operating costs. Please provide evidence of the sources of cash. In all cases please describe any intention to pursue financing, loans or other funds, including, but not limited to, information on your expected sources, information regarding reserves, lines of credit and/or other new financing needs.
- b. Disclose the full names of your governing board members including their time served on the board.
- c. State whether there are any adverse findings with respect to violations of the law by the Bidder or its board members which would make the Bidder ineligible to hold the FCC license or otherwise preclude the Bidder from purchasing the station or entering into a Channel Share with KCSM-TV.
- d. Attach a brief description of Bidder's organization and structure. Identify its state and country of incorporation or formation and its non-profit status

(501c3 or other determination). If the Bidder has attributable interests in any radio or television stations, please describe them. Additionally, include annual audited financial statements for the last three years of operation.

- e. In the case of a Sale bid, explain fully how the Bidder is eligible to hold KCSM's noncommercial educational television station license. Include an explanation of how your organization would meet the FCC requirement to be broadly representative of the community of license, San Mateo, CA. In the case of a Channel Share bid, explain fully how the Bidder is eligible to enter into a channel sharing agreement with the District. If your Sale bid includes non-cash compensation in the form of an exchange of television stations (including, without limitation, a proposed change of KCSM-TV's non-commercial designation to another channel assigned by the FCC to a community in the Bay Area) please describe the proposed exchange in detail.
- f. Explain any contingencies that may impact the Bidder's ability to close, or the timing of closing. In the case of a Channel Share bid, describe in detail your proposal for allocation of capacity between your station and KCSM-TV.

Appendix A  
BIDDER INFORMATION AND SIGNATORY PAGE

Bidder Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_

Type of Firm: Corporation: \_\_\_\_\_ Proprietorship: \_\_\_\_\_ Partnership: \_\_\_\_\_

Joint Venture: \_\_\_\_\_

Other (please describe): \_\_\_\_\_

Business License Number: \_\_\_\_\_

Number of years in business under firm name: \_\_\_\_\_

Full names of firm's owners (> 5% ownership), officers, directors and managing employees:

Has the firm changed its name within the past 3 years?

YES If yes, provide former name(s):

NO

If yes, explain: \_\_\_\_\_

Have officers, directors or principals of the firm ever had their business license suspended or revoked for any reason?

YES

NO

If yes, explain: \_\_\_\_\_

Name and title of person completing responsible for submission of this Proposal and the responses to this questionnaire:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Appendix B  
NON-COLLUSION AFFIDAVIT STATE OF CALIFORNIA COUNTY OF

---

I, \_\_\_\_\_, being first duly sworn, deposes and says that I am (Typed or Printed Name) \_\_\_\_\_ of \_\_\_\_\_, Title \_\_\_\_\_ (“the Bidder”), the party submitting the foregoing Proposal. In connection with the Proposal, the undersigned declares, states and certifies that:

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, Bidder, association, organization or corporation.

The Proposal is genuine and not collusive or sham.

The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in a sham proposal, or to refrain from submitting a proposal.

The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price, or that of any other Bidder, or to fix any element of the Proposal price or terms or those of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

All statements contained in the Proposal and related documents are true.

The Bidder has not, directly or indirectly, submitted the Proposal price or terms or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, bidder, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017 at \_\_\_\_\_.

(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Appendix C:  
INFORMATION ON KCSM-TV

Studios and Office Facility

Current operational studio and office facility is located on the campus of College of San Mateo, 1700 W. Hillsdale Blvd., building 9, San Mateo, CA 94402

Audience Information

KCSM-TV reaches most of the San Francisco/Oakland/San Jose Market. The market is identified by Nielsen survey. There are approximately 2,488,090 homes that can view television in this market, resulting in approximately 7 million potential viewers. KCSM-TV can be viewed by approximately 5,800,000 of those viewers.

FCC License information: See attached authorizations for main and auxiliary broadcast stations

Contour map: See attached map

Transmitter Site – Sutro Tower

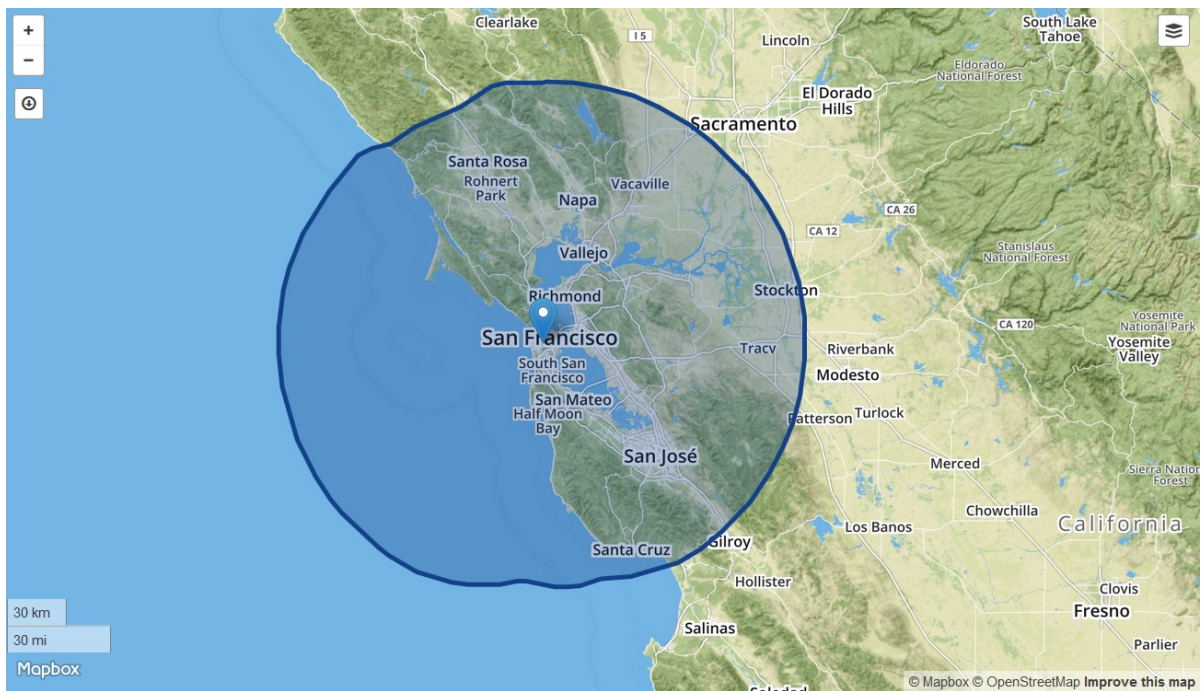
Mt. Sutro Tower information can be found at <http://www.sutrotower.com> A copy of the Sutro Tower lease is available for inspection subject to execution of a confidentiality agreement.

FCC LICENSES AND AUTHORIZATIONS

| STATION   | LICENSES AND AUTHORIZATIONS | GRANT DATE | EXPIRATION DATE |
|---|-----------------------------|------------|-----------------|
| KCSM-TV<br>FCC Facility ID 58912<br><br>San Mateo, CA | BLEDT-<br>20091124AHY       | 1/13/2015  | 12/1/2022       |



41 dBu Service Contour for KCSM-TV, San Mateo, CA - Google Maps



<https://publicfiles.fcc.gov/tv-profile/kcsm-tv/contour-maps>

**Appendix D  
List of Equipment**

| <b>MASTER CONTROL EQUIPMENT</b> |                     |                       |               |                      |                       |                       |
|---------------------------------|---------------------|-----------------------|---------------|----------------------|-----------------------|-----------------------|
| <u>MCR LOCAL NAME</u>           | <u>MANUFACTURER</u> | <u>MODEL</u>          | <u>BIDDER</u> | <u>PURCHASE DATE</u> | <u>PURCHASE PRICE</u> | <u>STATUS</u>         |
| AES PATCH BAY                   | ADC                 | DAB407-4MKII          | DST           | 1/23/2003            | \$9,389.00            | Active                |
| SDI/HD PATCH BAY                | ADC                 | PPI2226RS-SVJT-BK     | DST           | 1/23/2003            | \$6,642.00            | Active                |
| AJA-1 FRAME SYNC                | AJA VIDEO SYSTEMS   | FS-1                  | ASG           | 3/3/2009             | \$2,995.00            | Active                |
| AJA-2 FRAME SYNC                | AJA VIDEO SYSTEMS   | FS-1                  | ASG           | 3/3/2009             | \$2,995.00            | Active                |
| SUNDANCE AUTOMATION             | AVID                | Titan                 | AVID          | 9/1/2008             | \$228,207.00          | Active                |
| KVM #1                          | AVOCENT             | AMX 5130              | 42U           | 6/13/2006            | \$1,314.00            | Active                |
| KVM #10                         | AVOCENT             | AMX 5130              | 42U           | 6/13/2006            | \$1,314.00            | Active                |
| KVM #2                          | AVOCENT             | AMX 5130              | 42U           | 6/13/2006            | \$1,314.00            | Active                |
| KVM #3                          | AVOCENT             | AMX 5130              | 42U           | 6/13/2006            | \$1,314.00            | Active                |
| KVM #4                          | AVOCENT             | AMX 5130              | 42U           | 6/13/2006            | \$1,314.00            | Active                |
| KVM #5                          | AVOCENT             | AMX 5130              | 42U           | 6/13/2006            | \$1,314.00            | Active                |
| KVM #6                          | AVOCENT             | AMX 5130              | 42U           | 6/13/2006            | \$1,314.00            | Active                |
| KVM #7                          | AVOCENT             | AMX 5130              | 42U           | 6/13/2006            | \$1,314.00            | Active                |
| KVM #8                          | AVOCENT             | AMX 5130              | 42U           | 6/13/2006            | \$1,314.00            | Active                |
| KVM #9                          | AVOCENT             | AMX 5130              | 42U           | 6/13/2006            | \$1,314.00            | Active                |
| KVM BASE STATION                | AVOCENT             | AMX 5010              | 42U           | 6/13/2006            | \$8,391.00            | Active                |
| EVERTZ HD KEYER                 | EVERTZ              | HD9625LGA-EAS Plus BP | SIGNASYS      | 1/31/2003            | \$11,685.00           | Active                |
| EVERTZ KEYER #1                 | EVERTZ              | 9625LGA Plus EAS      | SIGNASYS      | 1/31/2003            | \$8,455.00            | Active                |
| EVERTZ KEYER #2                 | EVERTZ              | 9625LGA               | SIGNASYS      | 1/31/2003            | \$8,455.00            | Active                |
| EVERTZ KEYER #3                 | EVERTZ              | 9625LGA Plus EAS      | SIGNASYS      | 1/31/2003            | \$8,455.00            | Active                |
| EVERTZ KEYER #4                 | EVERTZ              | 9625LGA Plus EAS      | SIGNASYS      | 1/31/2003            | \$8,455.00            | Active                |
| MONITOR WALL ENGINE - MC        | EVERTZ              | MVP                   | EVERTZ        | 10/19/2006           | \$41,335.00           | Active                |
| DPS1 SYNCHRONIZER/TBC           | LEITCH              | DPS 575               | N/A           | 1/1/2003             | \$7,396.00            | Active                |
| DPS2 SYNCHRONIZER/TBC           | LEITCH              | DPS 575               | N/A           | 2/1/2003             | \$7,396.00            | Active                |
| <b>MASSLOGGER</b>               | <b>MASSTECH</b>     | <b>ML-350-015</b>     | <b>ENDERS</b> | <b>12/30/2007</b>    | <b>\$18,000.00</b>    | <b>out of service</b> |

|                           |                          |             |                    |            |             |          |
|---------------------------|--------------------------|-------------|--------------------|------------|-------------|----------|
| 20 RACKS AND 30KFT WIRING | MIDDLE ATLANTIC / BELDEN |             | JOSEPH ELECTRONICS | 2/14/2006  | \$38,533.00 | Active   |
| MEDIAPORT 4CH 1           | OMNEON                   | MIP-5322    | ASG                | 4/6/2009   | \$34,577.00 | Active   |
| MEDIAPORT 4CH 2           | OMNEON                   | MIP-5322    | ASG                | 4/6/2009   | \$34,577.00 | Active   |
| MULTIPOINT 1              | OMNEON                   | PR-MIP-5501 | ASG                | 4/6/2009   | \$25,769.00 | Active   |
| MULTIPOINT 2              | OMNEON                   | PR-MIP-5501 | ASG                | 4/6/2009   | \$25,769.00 | Active   |
| OMNEON CONTROL SERVER     | OMNEON                   | NCM 2003    | SIGNASYS           | 4/1/2004   | \$6,246.00  | Active   |
| PROBROWSE PROXY GEN 1     | OMNEON                   | MPB-1002-G  | ASG                | 4/6/2009   | \$4,577.00  | inactive |
| PROBROWSE PROXY GEN 2     | OMNEON                   | MPB-1002-G  | ASG                | 4/6/2009   | \$4,577.00  | inactive |
| PROBROWSE SERVER          | OMNEON                   | MPB-1001-HC | ASG                | 4/6/2009   | \$38,423.00 | inactive |
| DVC PRO VCR 4             | PANASONIC                | AJ-SD930    | N/A                | 11/3/2003  | \$13,618.00 | Active   |
| DVC PRO VCR 8             | PANASONIC                | AJ-SD930    | N/A                | 11/3/2003  | \$13,618.00 | Active   |
| DVC PRO VCR               | PANASONIC                | SD255       | PANASONIC          | 6/30/2008  |             | inactive |
| DVC PRO VCR               | PANASONIC                | SD255       | PANASONIC          | 6/30/2008  |             | inactive |
| DVC PRO VCR               | PANASONIC                | SD255       | PANASONIC          | 6/30/2008  |             | inactive |
| XD CAM VCR                | SONY                     | PDWHD1500   | SONY               | 6/10/2009  |             | Active   |
| HD CAM VCR                | SONY                     | HDW-1800    | SONY               |            |             | Active   |
| DIGIBETA VCR              | SONY                     | DVW-M2006   | SONY               |            |             | Active   |
| MULTI MONITOR (MANY)      | WOHLER/MARSH ALL         |             |                    |            |             | Active   |
| RACK MT MONITORS(3)       | PANASONIC                |             |                    |            |             | Active   |
| 19" MONITORS (MANY)       | SAMSUNG                  |             |                    |            |             | Active   |
| DEKOCAST C                | PINNACLE                 | DEKOCAST    | PINNACLE           | 6/1/2004   | \$32,000.00 | Active   |
| DVD RECORDER              | PIONEER                  | PRV-LX1     | USDIGITAL MEDIA    | 1/25/2007  | \$7,114.64  | inactive |
| SENCORE ATLAS IRD         | SENCORE                  | MRD 3187A   | PBS                | 6/12/2006  | \$0.00      | Active   |
| SENCORE ATLAS IRD         | SENCORE                  | MRD 3187A   | PBS                | 6/12/2006  | \$0.00      | Active   |
| SENCORE ATLAS IRD         | SENCORE                  | MRD 3187A   | PBS                | 6/12/2006  | \$0.00      | Active   |
| SYNCRONIZER               | SNELL & WILCOX           | TBS 180AV   | SIGNASYS           | 1/3/2003   | \$12,020.00 | Active   |
| DIGI BETA                 | SONY                     | DVWM2000    |                    | 0000-00-00 | \$48,900.00 | Active   |
| QC2 MONITOR               | SONY                     | BVM-D20F1U  | SIGNASYS           | 1/1/2003   | \$12,290.00 | Active   |
| QC3 MONITOR               | SONY                     | BVM-D20F1U  | SIGNASYS           | 2/1/2003   | \$12,290.00 | inactive |

|  |                            |                       |                       |                                 |                                  |                      |
|--|----------------------------|-----------------------|-----------------------|---------------------------------|----------------------------------|----------------------|
| MULTIPLEXER (2)                          | TANDBERG                   | M2/MUXMX5<br>620      | SIGNASYS              | 4/1/2003                        | \$7,348.00                       | Active               |
| SD ASI RECEIVER<br>#1                    | TANDBERG                   | TT1260/DIRB<br>AS     | SIGNASYS              | 4/1/2003                        | \$2,834.00                       | Active               |
| SD ASI RECEIVER<br>#2                    | TANDBERG                   | TT1260/DIRB<br>AS     | SIGNASYS              | 4/1/2003                        | \$2,834.00                       | Active               |
| SD ASI RECEIVER<br>#3                    | TANDBERG                   | TT1260/DIRB<br>AS     | SIGNASYS              | 4/1/2003                        | \$2,834.00                       | Active               |
| SD ENCODER #1                            | TANDBERG                   | M2/ENC/E571<br>0/ATSC | SIGNASYS              | 4/1/2003                        | \$26,323.00                      | Active               |
| SD ENCODER #2                            | TANDBERG                   | M2/ENC/E571<br>0/ATSC | SIGNASYS              | 4/1/2003                        | \$26,323.00                      | Active               |
| SD ENCODER #3                            | TANDBERG                   | M2/ENC/E571<br>0/ATSC | SIGNASYS              | 4/1/2003                        | \$26,323.00                      | Active               |
| SD ENCODER #4                            | TANDBERG                   | M2/ENC/E571<br>0/ATSC | SIGNASYS              | 4/1/2003                        | \$26,323.00                      | Active               |
| JUPITER CONTROL<br>SYSTEM                | THOMSON                    | Jupiter               | DST                   | 2/9/2003                        | \$26,572.00                      | inactive             |
| ROUTER CNTRL<br>PANELS(4)                | THOMSON                    | Various               | DST                   | 1/31/2003                       | \$24,883.00                      | Active               |
| SI-1                                     | THOMSON                    | SI-3000C              | DST                   | 1/1/2003                        | \$4,749.00                       | Active               |
| SI-2                                     | THOMSON                    | SI-3000C              | DST                   | 1/1/2003                        | \$4,749.00                       | Active               |
| TRINIX ROUTER                            | THOMSON                    | Trinix<br>DV33128     | DST                   | 5/3/2003                        | \$66,814.00                      | Active               |
| VENUS ROUTER                             | THOMSON                    | Venus                 | DST                   | 1/1/2003                        | \$44,045.00                      | Active               |
| VM-1                                     | THOMSON                    | VM-3000C              | DST                   | 1/1/2003                        | \$2,753.00                       | Active               |
| QC1 AUDIO                                | WOHLER                     | AMP1-DA               | SIGNASYS              | 4/1/2004                        | \$1,530.00                       | Active               |
| QC2 AUDIO                                | WOHLER                     | AMP1-DA               | SIGNASYS              | 4/1/2004                        | \$1,530.00                       | Active               |
| WAVEFORM<br>MONITOR                      | TEKTRONIX                  | 7120                  | TEKTRONI<br>X         |                                 |                                  | Active               |
| WAVEFORM<br>RASTERIZER                   | TEKTRONIX                  | 7020                  | TEKTRONI<br>X         |                                 |                                  | Active               |
| <b>TRANSMITTER EQUIPMENT</b>             |                            |                       |                       |                                 |                                  |                      |
| <b><u>TRANSMITTER<br/>LOCAL NAME</u></b> | <b><u>MANUFACTURER</u></b> | <b><u>MODEL</u></b>   | <b><u>BIDDER</u></b>  | <b><u>PURCHASE<br/>DATE</u></b> | <b><u>PURCHASE<br/>PRICE</u></b> | <b><u>STATUS</u></b> |
| DTV ANTENNA<br>SYSTEM                    |                            |                       | N/A                   | 3/11/2000                       | \$233,900.00                     | ACTIVE               |
| 43 WAVEGUIDE<br>COMBINER                 | DIELECTRIC                 |                       | N/A                   | 4/1/2003                        | \$76,619.00                      | ACTIVE               |
| HARRIS DTV TV<br>XMTR                    | HARRIS                     | DHD90P4               | HARRIS                | 4/1/2003                        | \$1,148,052.00                   | ACTIVE               |
| <b>PRODUCTION EQUIPMENT</b>              |                            |                       |                       |                                 |                                  |                      |
| <b><u>PRODUCTION<br/>LOCAL NAME</u></b>  | <b><u>MANUFACTURER</u></b> | <b><u>MODEL</u></b>   | <b><u>BIDDER</u></b>  | <b><u>PURCHASE<br/>DATE</u></b> | <b><u>PURCHASE<br/>PRICE</u></b> | <b><u>STATUS</u></b> |
| BATTERY BELT #1                          | ANTON BAUER                | 30/13                 | B&H<br>PHOTO<br>VIDEO |                                 | \$0.00                           | ACTIVE               |

|                           |             |                     |                      |           |              |                |
|---------------------------|-------------|---------------------|----------------------|-----------|--------------|----------------|
| BATTERY BELT #2           | ANTON BAUER | 30/13               | B&H PHOTO VIDEO      |           | \$0.00       | ACTIVE         |
| DIONIC 90 #3              | ANTON BAUER | Dionic 90           | B&H PHOTO VIDEO      |           | \$0.00       | out of service |
| DIONIC 90 #4              | ANTON BAUER | Dionic 90           | B&H PHOTO VIDEO      |           | \$0.00       | out of service |
| DIONIC 90 #5              | ANTON BAUER | Dionic 90           | B&H PHOTO VIDEO      |           | \$0.00       | out of service |
| DIONIC 90 #6              | ANTON BAUER | Dionic 90           | B&H PHOTO VIDEO      |           | \$0.00       | out of service |
| QUAD 2702 POWERCHARGER    | ANTON BAUER | Quad 2702           | B&H PHOTO VIDEO      |           | \$0.00       | out of service |
| JOKER NEWS COMBO KIT      | K5600       | K0200/400JBN DOUB+3 | JCX                  |           | \$0.00       | ACTIVE         |
| FIELD MIXER               | SHURE       | FP32A               | SHURE                |           | \$1,400.00   | ACTIVE         |
| FIELD MIXER               | SHURE       | M67                 | SHURE                |           |              | INACTIVE       |
| FIELD MONITOR             | SONY        | PVM-8041Q           | SONY                 |           | \$900.00     | ACTIVE         |
| Aspect ratio converter    | Picolink    |                     | Picolink             |           |              | Active         |
| XDCAMHD CAMCORDER         | SONY        | PDWF-335L           | SONY                 | 3/11/2008 | \$113,482.38 | ACTIVE         |
| FIELD CAMERA ZOOM CONTROL | CANON       | ZSG-200M            | SONY CORP/CANON      |           | \$0.00       | ACTIVE         |
| XDCAM WIDE ANGLE LENS     | CANON       | KH10EX3.6B IRSE     | SONY CORP/CANON      |           | \$0.00       | ACTIVE         |
| XDCAM ZOOM LENS           | CANON       | KH21EX5.7 IRSE SX12 | SONY CORP/CANON      |           | \$0.00       | ACTIVE         |
| TRIPOD SYSTEM             | Vinten      | Vision 10           | Vinten               |           | \$5,000.00   | ACTIVE         |
| TRIPOD SYSTEM (matte box) | O'CONNOR    | 50                  | CAMERA DYNAMIC S INC |           | \$0.00       | ACTIVE         |
| MATTE BOX                 | VOCAS       | MB-325              | PRO SOURCE           |           | \$0.00       | ACTIVE         |
| Lavalier Microphone       | Sony        | ECM- 66             | Sony                 |           |              | Active         |
| Lavalier Microphone       | Sony        | ECM- 66             | Sony                 |           |              | Active         |
| XDCAM HD DISC DRIVE       | SONY        | PDW-U1              | SONY                 |           |              | Active         |
| XDCAM HD DISC DRIVE       | SONY        | PDW-U1              | SONY                 |           |              | Active         |



## **San Mateo County Community College District**

### **Q and A #1 to Request for Proposal (RFP) #86757**

### **Sale of or Channel Share with KCSM TV**

**Q and A Issued June 16, 2017**

**Question:** We note in the RFP that “a copy of the Mt. Sutro lease is available for inspection subject to execution of a confidentiality agreement.”

Would you be so kind as to forward the appropriate confidentiality agreement so that we might execute and obtain a copy of the lease?

**Answer:** The District will issue an Addendum to its RFP and provide the lease to prospective proposers.



## **San Mateo County Community College District**

### **Addendum #1 to Request for Proposal (RFP) #86757**

### **Sale of or Channel Share with KCSM TV**

**Addendum Issued June 16, 2017**

**Section IV, Paragraph 7 of the RFP is deleted in its entirety and replaced with the following:**

**“7. Contract Terms and Conditions**

The District’s intention is to award a contract, with customary terms to be negotiated. In the case of a Sale, the contract will remain in place until all conditions of closing are met, payment is received, and the station assets and License are conveyed. The successful Bidder must assume the lease pursuant to which KCSM-TV operates from Mt. Sutro tower. In the case of a Channel Share, the successful bidder must enter into a channel sharing agreement that complies with all relevant FCC requirements. In addition, the District may require the Bidder to assume certain obligations under the Mt. Sutro tower lease and other agreements (*e.g.* insurance contracts, maintenance contracts). A copy of the Mt. Sutro lease is attached as Appendix –E/Addendum 1.”

**Appendix E/Addendum 1**

**Mt. Sutro Tower Lease**



**Sutro Tower TV Transmitter & Tower Lease Renewal Agreement**

This refers to that certain Agreement of Second Lease Renewal and Amendment (Station Lease) for the KCSM-TV main transmitter space, and digital broadcast transmission, antenna and tower facilities, at Sutro Tower in San Francisco, made as of January 16, 2003 between Sutro Tower, Inc. (STI) and The San Mateo County Community College District (the Station). The current term of the Station Lease, after all extensions, is set to expire February 28, 2015. The parties are prepared to renew and extend the Station Lease term as provided in this Agreement, provided it is executed by you on or before May 31, 2014.

1. The Station Lease is hereby extended by five (5) years beginning March 1, 2015 continuing to February 28, 2020; provided that the Station has the right to terminate the Station Lease one (1) year early, effective at the end of year four on February 28, 2019, by advance written notice to STI given on or before February 28, 2018, and conditioned upon making an early termination payment equal to ten percent (10%) of what would have been the fifth-year standard, discounted noncommercial TV annual rental rate for KCSM-TV under the Station Lease, payable to STI on or before March 1, 2019. The Station is hereby granted three (3) further successive extension options of 5 years each, exercisable (in the absence of earlier termination, or default at that time) in the same manner and upon the same terms and conditions as the existing Station Lease.

2. The Station's corporate entity ID, and contact address for Lease notification, is hereby confirmed as the following:


San Mateo County Community College District  
1700 West Hillsdale Blvd.  
San Mateo, CA 94402  
Attn: Jan Roecks, Vice President of Administration


3. STI agrees that in the event KCSM-TV ceases broadcasting, STI will cooperate fully with the Station's efforts to identify and deliver to STI a commercially acceptable assignee/sublessee for the Lease, subject to the existing Lease qualifications for suitable assignees; and STI will credit against Station's obligations under the Lease for its then-remaining term, any rent collected by STI for such term from such an accepted assignee for the Station's Lease.

4. Except as expressly stated above, the Station Lease as so extended remains on its existing terms and is affirmed by each party as in full force and effect. This extension is effective upon mutual signature and delivery by each party of this Agreement.

SUTRO TOWER, INC.

San Mateo County Community College  
District

By:  5/22/14  
Eric Dausman Date  
Its Vice President, COO and GM

By:   
James W. Keller Date 5/19/14  
Deputy Chancellor

AGREEMENT OF LEASE

BETWEEN

SUTRO TOWER, INC.

AND

THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

TABLE OF CONTENTS RE:LEASE

Between

SUTRO TOWER, INC.

and

THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

| <u>Paragraph<br/>No.</u> | <u>Title</u>   | <u>Page<br/>No.</u> |
|--------------------------|--|---------------------|
| Recital                  | STI's Premises Available for Use by All TV<br>Stations in Area ... .. .      | 1                   |
| 1.                       | (A) Demised Premises ... .. .  | 1                   |
|                          | (B) Installation of Lessee on Tower ... .. .                                 | 2                   |
|                          | (C) Installation of Lessee in Transmitter<br>Building . . . . .              | 2                   |
|                          | (D) Installation Approval ... .. .   | 2                   |
|                          | (E) Lease and Installation for Digital<br>Television Only ... .. .           | 3                   |
| 2.                       | (A) Commencement-Expiration of Term .. .. .                                  | 3                   |
|                          | (B) Option to Extend ... .. .  | 4                   |
| 3.                       | (A) Annual Rent ... .. .   | 4                   |
|                          | (B) Operating Costs Defined . . . . .  | 4                   |
|                          | (C) Return on Investment Defined . . . . .                                   | 5                   |
| 4.                       | Property Taxes ... .. .  | 5                   |
|                          | (A) Property Taxes Defined .. .. .   | 5                   |
|                          | (B) (1) Lessee's Personal Property Taxes ... .. .                            | 5                   |
|                          | (2) Lessee's Share of STI's Property Taxes .. .. .                           | 5                   |
|                          | (C) Payment of Taxes by STI . . . . .  | 6                   |
|                          | (D) Payment of Taxes Assessed to Lessee ... .. .                             | 6                   |
|                          | (E) Right to Contest Taxes .. .. .   | 6                   |
| 5.                       | (A) Maintenance of Records by STI ... .. .                                   | 6                   |
| 6.                       | Not Applicable ... .. .  | 7                   |
| 7.                       | Lessee's Obligation at Termination of Lease . . . . .                        | 7                   |
| 8.                       | STI's Obligations Re: Tower .. .. .  | 7                   |
| 9.                       | STI's Obligations Re: Building ... .. .                                      | 8                   |
| 10.                      | Lessee's Obligation Re: Its Property ... .. .                                | 8                   |
| 11.                      | Common Obligations of All Lessees Re:<br>Objectionable Interference ... .. . | 8                   |

|     |  |    |
|-----|--|----|
| (A) | Initial Tests . . . . .  | 9  |
| (B) | Submission of Plans - Objections<br>Arbitration . . . . .  | 9  |
| (C) | Objectionable Interference - Responsible<br>Broadcaster . . . . .                                  | 9  |
| (D) | Objectionable Interference - When It<br>Exists . . . . .   | 10 |
| (E) | Objectionable Interference - Responsible<br>Broadcaster Must Discontinue . . . . .                 | 11 |
| (F) | Objectionable Interference - Correction<br>By Protective Devices . . . . .                         | 11 |
| (G) | Objectionable Interference - Failure to Comply<br>with FCC Regulations . . . . .                   | 11 |
| (H) | Objectionable Interference - Cooperation of All<br>Broadcasters . . . . .                          | 11 |
| (I) | Objectionable Interference -<br>Dispute Arbitration . . . . .                                      | 12 |
| (J) | Objectionable Interference - Legal<br>Damages . . . . .  | 12 |
| (K) | Objectionable Interference - Broadcaster's<br>Obligation After Notice Thereof . . . . .            | 13 |
| (L) | Objectionable Interference - Obligations of<br>Responsible Broadcaster After Arbitration . . . . . | 13 |
| (M) | Objectionable Interference - Injunctive<br>Relief . . . . .  | 13 |
| (N) | Objectionable Interference - All Other Persons<br>Must Comply With Paragraph 11 . . . . .          | 14 |
| 12. | Compliance by Lessee with Provisions of Lease . . . . .  | 14 |
| 13. | Mechanics Lien . . . . .   | 14 |
| 14. | Non-Liability of STI While Making Repairs or<br>Alterations . . . . .                              | 15 |
| 15. | Non-Liability of STI for Defects, Etc. . . . .   | 15 |
| 16. | Eminent Domain . . . . .   | 15 |
| 17. | Permitted Uses . . . . .   | 15 |
| 18. | Compliance with Applicable Laws . . . . .  | 16 |
| 19. | Maintenance of Transmission Line . . . . .   | 16 |
| 20. | Access Roads . . . . .   | 16 |
| 21. | Publicity Re Broadcasting from Tower . . . . .   | 16 |
| 22. | Assignment, Subletting . . . . .   | 17 |
| 23. | Default by Lessee . . . . .  | 18 |
| 24. | Subordination . . . . .  | 19 |

|     |   |    |
|-----|---|----|
| 25. | Non-Liability of STI .....  | 19 |
| 26. | Liability of Lessee .....   | 19 |
| 27. | Environmental Matters .....   | 20 |
|     | (A) Definitions .....   | 20 |
|     | (B) Management of Hazardous Materials and Waste .....                               | 20 |
|     | (C) Consent of STI .....  | 21 |
|     | (D) Storage and Disposal of Other Materials .....                                   | 21 |
|     | (E) General Provisions .....  | 22 |
|     | (F) Notices .....   | 22 |
| 28. | Lessee's Insurance .....  | 23 |
| 29. | STI's Insurance .....   | 23 |
| 30. | Destruction of Tower and/or Transmitter Building by<br>Fire or Other Casualty ..... | 23 |
| 31. | Abandonment by Lessee .....   | 25 |
| 32. | Utilities .....   | 25 |
| 33. | Covenant of Quiet Enjoyment .....   | 26 |
| 34. | Recording of Lease .....  | 26 |
| 35. | Lease Conditioned On Non-Profit Public<br>Broadcast Nature of Lessee .....          | 26 |
| 36. | Waiver .....  | 26 |
| 37. | Notices .....   | 26 |
| 38. | Law of California Governs .....   | 27 |

EXHIBITS

- A. Property Description
- B. Demised Premises
- C. Antenna Configuration
- D. Calculation of Annual Rent
- E. Original TV Broadcasters
- F. Order of Initial Operation

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE is made as of 1/16/63  
between SUTRO TOWER, INC., a corporation organized and existing  
under the laws of the State of California (hereinafter called  
"STI"), and THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT a  
public entity that is part of the state public school system  
existing under the laws of the State of California pursuant to  
Education Code Section 66700 (hereinafter called "Lessee").

W I T N E S S E T H :

WHEREAS, STI is the owner of a parcel of land consisting of approximately five (5) acres situated on Mt. Sutro in San Francisco, California, as more particularly described in attached Exhibit A incorporated herein by reference (hereinafter referred to as the "STI premises") on which property it has erected a transmitter building and a tower for the support of television and other antennas. The tower, rising approximately 1811 feet above mean sea level, is designed to support a number of antennas and associated equipment and STI is agreeable, subject to the terms and conditions hereinafter set forth, to making available to Lessee herein space on said tower for the erection and maintenance of Lessee's television antenna and associated equipment, together with space within the transmitter building within which Lessee may install and maintain its transmitter and associated equipment, it being the understanding of the parties that the premises of STI may be made available by STI for use by any or all of the television and FM stations authorized in the San Francisco-Oakland metropolitan area; and

WHEREAS, Lessee is the holder of a license for Television Station KCSM-DT, and desires to operate and maintain its digital television (DT) broadcasting transmission antenna and associated equipment upon the tower, house its transmitting equipment in the transmitter building (with a transmission line and/or waveguide running between the antenna and transmitter) and to engage in its digital television (DT) broadcasting activity from the STI premises pursuant to that license;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth in this Agreement of Lease (hereinafter referred to as the "Lease"), the parties hereto do agree as follows:

1. (A) Demised Premises.

STI does hereby demise and let to Lessee, and Lessee does hereby take and hire from STI, that space within the transmitter building and on the tower as described and/or outlined on the diagrams attached hereto as Exhibits B and C and incorporated herein by reference (hereinafter referred to as the "Demised Premises"), together with the non-exclusive right of ingress and egress thereto in common with others, to be used and occupied by Lessee for the broadcasting of DT signals and such other uses as are necessarily incident to the operation of the television broadcasting business, to the extent that the same may be necessary for the proper construction, operation and maintenance of a transmitter location only and for no other purpose.

1. (B) Installation of Lessee on Tower.

Throughout the term of this Lease and any extension thereof, STI shall permit Lessee to occupy so much of the space on the tower as marked on Exhibit C as may be necessary for the purpose of erecting, testing, operating, maintaining, servicing and/or replacing a television antenna, auxiliary television antenna, passive reflector, and studio transmitter link and transmitter studio link antennas, TV Pickup and Remote Pickup Broadcast Station antennas, and Lessee is hereby granted the right to do any and all of the foregoing, subject to the limitations and conditions herein set forth. Lessee is also hereby granted the right to install, test, operate, maintain, service and/or remove transmission lines, electric wiring for de-icing, and antenna supervisory and monitoring controls on the tower, subject to the limitations and conditions herein set forth. Lessee, its employees and agents, shall have the right of access to and from the tower for the purpose of installing, inspecting, operating, maintaining, replacing and/or repairing said equipment and facilities, subject to the limitations and conditions herein set forth.

1. (C) Installation of Lessee in Transmitter Building.

Throughout the term of this Lease and any extension thereof STI shall permit Lessee to occupy the space in the transmitter building marked on Exhibit B for the purpose of installing, testing, operating, maintaining, servicing and/or replacing a television transmitter and associated equipment, and Lessee is hereby granted the right to do any and all of the foregoing subject to the limitations and conditions hereinafter set forth. In addition, STI shall permit Lessee to occupy space in the common building areas and other areas on STI premises as required for installation of transmission lines (including waveguide) and associated equipment. It is understood and agreed that sufficient room and facilities shall be included for the personnel necessary or required to do the foregoing, and Lessee, its employees and agents shall be permitted in such building for such purposes. Lessee is also granted the right to install, and to test, maintain, service and/or replace transmission and power lines (including waveguide) from its transmitter to its antennas and equipment on the tower. Temporary storage of Lessee's equipment, at Lessee's sole risk in common areas of the building or other areas on STI premises may be permitted upon written approval of STI.

1. (D) Installation Approval

Lessee shall prepare detailed design, plans and specifications for any work proposed to be conducted by Lessee, and such design, plans and specifications and the qualifications of personnel employed to undertake the proposed work, shall be subject to the prior, written approval of STI taking into consideration that Lessee is a public entity that is required by law to comply with all applicable public contracting statutes and regulations which may require Lessee to award a contract for designs, plans and specifications to the lowest responsible and qualified bidder. STI shall have the right to circulate such design, plans, specifications and personnel qualifications among other parties leasing space on the tower, transmitter building or other areas of the STI premises. Any circulation of information pursuant to this Paragraph 1(D) shall, upon request of Lessee, be done on a confidential basis. STI may consider any comments from parties leasing space in determining whether or not to grant its approval thereof. STI's approval of any proposed work shall not be unreasonably withheld.

Any equipment installed by Lessee in accordance with procedures described in this Lease and located outside of the Demised Premises (including without limitation, any location on the tower) may be moved by STI at no cost to Lessee; provided an alternate location is made available which provides equal or improved performance of the equipment in question. Determination of performance shall be mutually agreed upon by Lessee and STI or, in the event that the parties cannot agree, by a Technical Arbitration Committee as described in Paragraph 11(I) herein.

Any equipment installed in accordance with procedures described in this Lease and located outside of the Demised Premises (including, without limitation, any location on the tower) shall be promptly removed by Lessee at Lessee's expense when taken out of service for an indefinite period of time for reasons other than maintenance.

1. (E) Lease and Installation for Digital Television(DT) Only

It is understood that the specific purpose and contemplation of this Lease is that Lessee will use the Demised Premises for installing and operating Lessee's digital television broadcast transmission facilities for Lessee's Station KCSM-DT. Lessee's use of the Demised Premises is limited to its FCC licensed DT operation only, including incidental activities as further specified in Paragraph 17 below. Lessee understands that STI's primary business is the leasing of the transmitter building space and antenna tower space to broadcast tenants such as Lessee, as further described in Paragraph 1 (B) and 1 (C) above. In this connection, Lessee is permitted under this Lease to make use of STI's DT antenna stack and antenna system for the operation of the KCSM-DT broadcast antenna, in the location and configuration diagrammed on the attached Exhibit C, in conjunction with the existing DT antenna installations of KCNS-DT and KTVU-DT in a joint antenna element within STI's shared DT antenna system (the "System"). Lessee understands and agrees that (i) the existing System has finite capacities for transmission power inputs and outputs, and that while pre-existing DT tenants of STI are not necessarily using maximum authorized power levels at present, it is anticipated that if and when such pre-existing tenants would utilize maximum authorized power levels, Lessee would be required to maintain or curtail its transmission power at less than its maximum authorized level in accordance with the System characteristics; (ii) Lessee is subject to the signal interference provisions of this Lease as further set forth in Paragraph 11 below; and (iii) STI makes use of the System available to Lessee pursuant to this Lease on the basis that Lessee has conducted its own preparations and inquiries concerning the suitability of the Demised Premises and the System for Lessee's intended use under this Lease, and that the System is made available to Lessee on an AS-IS basis, with all faults and without warranty. STI specifically disclaims any and all warranties, expressed or implied, except as are otherwise expressly set forth in this Lease.

2. (A) Commencement-Expiration of Term.

The initial term of this Lease shall commence on the day construction begins and shall end February 28, 2010. Lessee is hereby granted the right, to be exercised in the manner and subject to the conditions herein set forth, to extend the term of this Lease for a successive period of five (5) years. The parties may further agree to extend the terms of this Lease by mutual written consent. Notwithstanding the terms of this Paragraph (2), if at any time during the initial term or any extended term, Lessee's Federal Communications Commission license



to operate a broadcast television station is revoked, the term of this Lease shall immediately expire as completely as if that date were the date herein definitely fixed for the expiration of the term of this Lease, and all obligations set forth herein for termination shall be fulfilled including, without limitation, payment of any due and unpaid rent, fees or charges. In the unlikely event that Lessee is not provided funding in its budget to continue the operation of KCSM-DT and permanently ceases broadcasting as a result, Lessee may terminate this Lease by providing written notice to STI at least one year in advance of said termination.

2. (B) Option to Extend.

Lessee's right to extend the term of this Lease may only be exercised by Lessee, by written notice delivered to STI not later than one (1) year in advance of the beginning date of each extended period, which notice shall state that Lessee has exercised its option to so extend the term of this Lease; provided however that if Lessee is in default hereunder on either the date Lessee exercises its option to extend or on the date the extended period is to commence and such default remains uncured in accordance with Paragraph 23, such option notice shall have no effect and this Lease shall terminate.

3. (A) Annual Rent.

During the initial term and any extended term of this Lease, Lessee shall pay to STI in monthly installments the Annual Rent shown in the schedule attached as Exhibit D and incorporated herein by reference including any adjustments in the Annual Rent pursuant thereto, the installments to be paid on the first day of each calendar month in advance. The parties agree that the Annual Rent shall be equal to the amount that is charged from time to time to other non-commercial educational (NCE) television stations that lease space from STI. If any installment of rent or other sum due from Lessee is not received by STI within ten (10) business days after such amount is due, then, without any requirement for notice to Lessee, Lessee shall pay to STI to reimburse STI for its administrative and collection costs and accounting and processing expenses incurred with respect to such delinquency a late charge from the date such installment is due until paid equal to one and one-half percent (1- 1/2%) per month of such overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs STI will incur with respect to such overdue amount. Acceptance of this late charge by STI shall not constitute a waiver of any default by Lessee with respect to such non-payment, nor shall it prevent STI from exercising any other right or remedy under this Lease.

3. (B) Operating Costs Defined.

The term "operating costs" shall be deemed to mean those expenses incurred or paid by or on behalf of STI in response to the operation and maintenance of the STI premises, its appurtenances, the common use improvements thereon, and the tower (excluding the amount of any expenses incurred in the operation and maintenance of the equipment of the lessees, or of any buildings exclusively occupied by any other tenants) which, in accordance with generally accepted accounting principles applied on a consistent basis to the operation and maintenance of a first-class transmitting site and tower, are properly chargeable in the operation and maintenance of the entire STI premises, including the tower, roads, flowers, shrubs, trees and grass on said STI premises, but such expenses shall not include (i) capital expenditures or (ii) expenditures to repair injury to

the STI premises and/or improvements thereon caused by any tenant (including Lessee) but only to the extent that in respect of such injury STI has a legal right to the recovery of damages from such party or any insurance carrier.

3. (C) Return on Investment - Defined

Return on investment shall be calculated by multiplying STI's shareholder equity at the end of each calendar year, as stated in STI's audited annual financial statement, by a rate set by the STI Board of Directors not to exceed the rate which would be applicable if a real estate investment company were to own construct and lease back the STI premises to STI.

4. Property Taxes

Lessee's annual share of property taxes shall include all taxes on all personal property referred to in subparagraph 4 (B) (1) and Lessee's share of STI's property taxes as set forth in subparagraph 4 (B) (2).

(A) Property Taxes Defined.

Property taxes are defined to include all federal, state and local real property, personal, property in lieu, privilege, license, occupation and business taxes, which may now or hereafter be applicable to, measured by, or imposed on or upon STI or the STI premises, including but not limited to, all land, fences, tower and anchorages, improvements and appurtenances, its value or its operation or use, or upon the execution or existence of this Lease or any other lease of a portion of the STI premises, and any of such taxes which STI or STI's contractors, suppliers or tenants (including Lessee) (insofar as assessed to, or billed to, STI or are or could become a lien on any property of STI) are required to pay, provided, however, that the term "property taxes" shall not include STI's or Lessee's corporate income or franchise taxes or any substitute tax based upon net income assessed against STI, STI's contractors, suppliers or tenants (including Lessee). With regard to Lessee's pro-rata share of taxes on property owned by Lessee, it is expressly understood that Lessee is a public entity that is generally exempt from taxation, it being Lessee's responsibility to assert such exemption if necessary to any authority which may assess taxes due.

4. (B) (1) Lessee's Personal Property Taxes.

Lessee shall annually pay to STI all taxes on all personal property including, but not limited to, antennas, reflectors, transmission and reception equipment, and other equipment and facilities, which are owned, controlled or used exclusively by Lessee or Lessee's pro-rata share of taxes on property owned by Lessee and some but not all of STI's other tenants, which are assessed to, or billed to, STI, or which are or could become a lien on any property of STI. With regard to Lessee's pro-rata share of taxes on property owned by Lessee, it is expressly understood that Lessee is a public entity that is generally exempt from taxation.

4. (B) (2) Lessee's Share of STI's Property Taxes.

Lessee acknowledges and agrees that any property taxes (as defined in Paragraph 4(A)) imposed on STI or the STI premises, excluding, however, property taxes imposed upon antennas, personal property, transmitting equipment and any buildings which are used exclusively by tenants other than Lessee, shall also be included in the determination of Annual

Rent as set forth in Schedule D to this Agreement. Taxes imposed upon any personal property leased by STI for the exclusive use of (or owned by) another lessee shall not be reflected in Annual Rent.

4. (C) Payment of Taxes by STI.

STI agrees to make payment of all property taxes which it has the duty to pay within the time allowed by the taxing authorities in order to avoid penalties, and STI agrees that the Lessee's share of property taxes shall be computed on the amount of such property taxes actually paid or payable and exclusive of any penalties imposed for late payment.

4 (D) Payment of Taxes Assessed to Lessee.

Lessee shall pay all assessments and taxes assessed against it or levied upon any personal property of Lessee situated in the Demised Premises or at the STI Premises in addition to and not hereinabove provided for and which shall be or may become a lien upon any of the STI buildings, tower, or land. If Lessee shall fail to pay the same, then STI may pay the same for the account of Lessee and Lessee shall pay STI the amount thereof as additional rent. It is expressly understood that Lessee is a public entity that is generally exempt from taxation, it being Lessee's responsibility to assert such exemption if necessary to any authority which may assess taxes due.

4. (E) Right to Contest Taxes.

During the term of this Lease, STI shall have the right in its sole discretion to contest, in its own name or in the name of Lessee, the amount or validity of property taxes by appropriate proceedings and to include, in prorating property taxes to Lessee, a reasonable portion of the expense of any such contest, except contests involving taxes for which Lessee has no liability hereunder. STI agrees on request of the Lessee, to contest by appropriate proceedings, the amount or validity of any property taxes, and the expense of any such contest shall be paid by Lessee. STI and Lessee shall each promptly notify the other of any increase or decrease, or proposed increase or decrease, of applicable property taxes of which either has knowledge. STI agrees to permit Lessee to cooperate with STI in the prosecution of any contest relating to the amount or validity of any such property taxes.

5. Maintenance of Records by STI.

STI agrees to maintain in San Francisco, California, complete records of the property tax payments and operating costs of the STI premises during the term of this Lease and, in the event of a dispute concerning the matters contained in any statement of property taxes or operating costs rendered to Lessee, to submit to Lessee, upon request, certified copies of such respective records. Statements rendered to Lessee for the amount of Lessee's share of the property taxes shall be deemed conclusive, and payment of the amount shown on such statements shall not be delayed beyond the period herein specified for such payment. STI shall only be obligated to maintain such records of property taxes for a period of two (2) years after payment thereof. Statements for the amount of the Lessee's share of the property taxes incurred or paid by or on behalf of STI and required to be paid as additional rent hereunder may be rendered promptly following the calendar month in which the same is so

incurred or paid.

6. Not Applicable

7. Lessee's Obligation at Termination of Lease.

Lessee, at its own expense, and within ninety (90) days from the termination of its lease, shall convey title, free and clear of liens and encumbrances of all of Lessee's equipment that has not been removed by Lessee at its expense on the tower to STI by valid written documents, shall surrender unto Lessor all of the premises in the same condition as when received (reasonable use and wear thereof and damage by fire, Act of God or by the elements excepted), and shall remove from the transmitter building all of its transmitting and associated equipment and vacate the demised premises. Such removal shall be accomplished without interference or other hindrance to or with the operations of the other STI lessees and the Lessee agrees to reimburse STI and any other lessee promptly for any damage done to its or their respective property in connection with said removal. STI shall have an option, with respect to any property of the Lessee remaining on the premises formerly leased, to remove the same at the expense of Lessee or to retain the same as its own; provided, however, that if Lessee is prevented from removing any property within ninety (90) days from termination of its lease by Act of God, force majeure, strike or other like cause beyond its control, Lessee shall have ninety (90) days from the termination of any such cause to remove its property.

8. STI's Obligations Re: Tower.

STI shall maintain the tower in a good state of repair and in good operating condition, including, but not limited to, the painting and lighting thereof in accordance with the requirements of governmental authorities, and shall make any changes or alterations therein as may be required by any governmental authority. STI agrees that in performing these acts it will take all reasonable precautions to avoid interference or other hindrance to and with Lessee's operations and, in the event that such interference to and with Lessee's operations does occur as the result of such action, will correct the same as soon as practicable. STI shall be responsible for maintaining tower elevators, the access road or roads and, to the extent permitted by the utility providing service, utility lines to and upon the STI premises.

STI may provide all necessary structural upgrades and modifications to the tower for Lessee's second channel equipment as determined by STI or its consultants. Structure availability for second channel equipment will be dependent on STI's reasonable determination that all necessary factors are addressed in an acceptable fashion including without limitation, economic, mechanical, engineering, political and regulatory. Should there be capacity constraints on second channel access such as feasibility or practicability reasons, initial preference will be observed in the same order that Broadcasters commenced operation at the STI facility as shown in attached Exhibit F and incorporated herein by reference. STI may establish reasonable procedures for verifying second channel commitments. Structural modifications for second channel equipment not reasonably contemplated by STI shall be at Lessee's expense. In both cases, such installation shall require approval by STI as described herein, including but not limited to Paragraph 1(D) and Paragraph 11.

9. STI's Obligations Re: Building.

STI shall maintain in a good state of repair and in good operating condition the outer wall, foundation and roof of the transmitter building, as well as any space in the building which may be used in common by all of the lessees. STI agrees that in performing these acts it will take all reasonable precautions to avoid interference or other hindrance to and with Lessee's operations and, in the event that such interference or hindrance does occur as the result of such action, will correct the same as soon as practicable. STI shall supply Lessee with utilities as provided in Paragraph 32. Lessee shall make its individual arrangements for such internal heating, internal light and power and power distribution, air conditioning and similar facilities and services in connection therewith (including janitorial service) as it may deem expedient, unless Lessee and STI agree to have STI supply any or all of the above facilities or services, in which event the Lessee agrees to reimburse STI for its equitable share of the total cost thereof.

10. Lessee's Obligation Re: Its Property.

During the term of the Lease provided for herein and any extensions of the term, the Lessee shall have ownership of and control over the operation of its equipment and other property. The Lessee will, at its own expense, maintain and repair its equipment and other property; provided, however, that any such action shall be in accordance with good engineering practice, by contractors or other persons approved by STI, and the Lessee shall take all reasonable precautions to avoid interference or other hindrance to and with the operations of the other lessees.

11. Common Obligations of All Lessees Re: Objectionable Interference.

Lessee recognizes that STI is or will be leasing space on its tower and in its transmitter building for the installation and operation of television and other broadcasting facilities and equipment by parties other than Lessee, and that STI determined prior to the construction of the tower that the predicted performance of the antenna configuration as shown on the attached Exhibit C is acceptable to all parties. Lessee accepts and agrees to be bound by the antenna configuration shown on Exhibit C, and agrees that all of the provisions of this paragraph are subject to the antenna configuration shown on Exhibit C. For the purpose of this paragraph (including all the subparagraphs) and sometimes elsewhere in this Lease, Lessee and other STI lessees are sometimes hereinafter referred to as "broadcaster(s)" or "other broadcaster(s)" as the case may be. The provisions of this paragraph are applicable to each and every broadcaster operating on and from the STI premises and the Agreement of Lease between STI and each such broadcaster shall contain the agreement of the broadcaster, expressed to be for the benefit of and enforceable by STI and each other broadcaster. Lessee hereby accepts and agrees to be bound by these provisions, its agreement being for the benefit of, and enforceable by, STI and each other broadcaster. For the purposes of this paragraph, including all the subparagraphs, "Original TV Broadcasters" shall mean the five lessees listed in the attached Exhibit E. With respect to the initiation of television broadcasting activity with the antenna facilities specified in the antenna configuration (Exhibit C), the Original Broadcasters are acknowledged to have complied with the requirements of

subparagraphs (A) and (B) hereof.

11. (A) Initial Tests.

No broadcaster may initiate any broadcasting activity or a change therein unless and until the following steps have been taken:

(i) The plans and specific designs (including both physical and radiation details) for its installations have been submitted to and approved by STI in writing. STI shall have the right to circulate said plans and specific designs among other parties leasing from STI space on the tower and in the transmitter building, and may consider any comments from said parties in determining whether or not to grant its approval thereof. Such approval shall not be unreasonably withheld. Any disapproval shall be justified and in writing, describing the probable interference.

(ii) Tests have been made which determine, so far as it is practicable to do so by preliminary tests, that the proposed broadcasting activity can be conducted without causing objectionable interference to any broadcasting activities then being or to be conducted by any other broadcaster. If any broadcaster feels that the type of tests proposed to be used are not appropriate the questions can be referred by such broadcaster to the Technical Arbitration Committee in accordance with subparagraph (I) hereof, which shall prescribe the type of tests which must be used. The expense of the tests used shall be paid by the broadcaster desiring to initiate the particular broadcasting activity.

11. (B) Submission of Plans - Objections Arbitration.

Before any broadcaster shall make any installations in or on the transmitter building or tower in preparation for the initiation of, or change in a broadcasting activity, plans and specific designs for such installations shall be submitted to STI which will notify the broadcaster proposing to make such installations whether it has any objections thereto on the ground that objectionable interference, as hereinafter defined, or structural or architectural problems will or may result. If STI shall object to such plans and specific designs, and the broadcaster proposing to make the installations shall be unwilling to alter them to meet such objections, they shall be submitted to arbitration under subparagraph (I).

11. (C) Objectionable Interference - Responsible Broadcaster.

Objectionable interference to a broadcasting activity may be caused by:

(i) the initiation of a broadcasting activity or the installation of equipment preparatory to initiation of a broadcasting activity or a change in a broadcasting activity, which may be made only upon the conditions provided in this Paragraph 11 for engaging in the initial operation of a broadcasting activity, even if the fact that objectionable interference caused thereby is not discovered at the time of such initiation or installation or change ["Type (i)"]; or

(ii) by an action (other than the mere continuance of an existing properly initiated broadcasting activity as theretofore conducted and which theretofore resulted in no objectionable interference which the broadcaster conducting such broadcasting activity was required by the provisions hereof

to correct) by a broadcaster in its conduct of a broadcasting activity properly initiated; or the failure of a broadcaster to maintain its equipment properly, to replace defective equipment or to operate in general in accordance with good engineering practice ["Type (ii)"]; or

(iii) by something beyond the control of any of the broadcasters which causes multiple broadcasting by broadcasters from the STI premises in and of itself, to have that effect without any fault, either of commission or omission, by any broadcaster, or any other circumstance which is not covered by subdivisions A(i) or (ii) hereof ["Type (iii)"].

If the objectionable interference is caused by Type (i), the responsibility for and expense of correction thereof shall be upon the broadcaster who initiated the particular broadcasting activity or installed the equipment or made the change in broadcasting activity, as the case may be.

If the objectionable interference is caused by Type (ii), the responsibility for and expense of correction thereof shall be upon the offending broadcaster.

If the objectionable interference is caused by Type (iii), the responsibility for and expense of correction thereof shall be upon the particular broadcaster or broadcasters, determined according to the inverse sequence of their initiating the particular broadcasting activity or activities from the STI premises, without whose inclusion on the STI premises the objectionable interference would not exist; provided, however, that no Original TV Broadcaster shall have responsibility to STI or to any other broadcaster for the correction of objectionable interference of Type (i) caused by the initiation of broadcasting activity or the installation of equipment preparatory to the initiation of a broadcasting activity with the antenna facilities specified in the antenna configuration (Exhibit C), or of Type (iii); but each Original TV Broadcaster shall extend its full cooperation to STI and to the other broadcasters in seeking the correction of any such objectionable interference.

The broadcaster upon whom the responsibility for correcting objectionable interference is placed is hereinafter referred to as "the responsible broadcaster".

11. (D) Objectionable Interference - When It Exists.

Objectionable interference to a broadcasting activity shall be deemed to exist if:

(i) A determination to that effect is made by an authorized representative of the Federal Communications Commission; or

(ii) A condition exists which constitutes interference within the meaning of the provisions of the Rules and Regulations of the Federal Communications Commission at the time in effect; or

(iii) There is a perceptible impairment of the quality and strength of any signal authorized by the Federal Communications Commission license of a broadcaster in any perceptible portion of the service area of such signal as such area is or may be defined by the Federal Communications Commission at any hour during the period of operation of such activity beyond that inherent in the use of the antenna facilities specified in the antenna configuration (Exhibit C); or

(iv) A broadcaster is prevented from using or having access to its equipment at reasonable and usual times to an extent which interferes to a material degree with the operation or maintenance thereof, it being understood that reasonable temporary interference which does not materially interfere with the operation or maintenance of the said equipment and which is occasioned by the installation of new equipment by another broadcaster or by repairs to or maintenance of existing equipment of another broadcaster shall not be considered objectionable interference.

11. (E) Objectionable Interference - Responsible Broadcaster Must Discontinue.

If at any time there shall be objectionable interference to a broadcasting activity, the responsible broadcaster shall, if the broadcasting activity interfered with is one theretofore properly initiated in accordance herewith:

(i) immediately discontinue the interfering activity, except during periods when the broadcasting activity being interfered with is not being conducted, until such interference can be corrected, or may, in lieu of so discontinuing such activity, transfer it to a temporary or auxiliary antenna if objectionable interference will thereby be eliminated and if the use of such a temporary or auxiliary antenna is available and authorized hereunder, or if such objectionable interference cannot be corrected, the responsible broadcaster shall permanently discontinue the interfering activity; and

(ii) if such interference is caused by the equipment used or installed for use in connection with a broadcasting activity of the responsible broadcaster, that broadcaster shall correct the interference or remove or inactivate that portion of its equipment which is causing such interference.

11. (F) Objectionable Interference - Correction By Protective Devices.

If in order to correct objectionable interference caused by its broadcasting activities or equipment a broadcaster shall desire at its expense to attach protective devices to the equipment of one or more other broadcaster, said other broadcaster or broadcasters will consent thereto if there will result no interference with the conduct or use of any of its or their broadcasting activities or equipment; provided, however, that the first mentioned broadcaster shall remove such protective devices if at any time thereafter there results any such interference.

11. (G) Objectionable Interference - Failure to Comply with FCC Regulations.

In case any broadcaster shall fail to operate in conformity with the Rules and Regulations of the Federal Communications Commission at the time in effect, and there shall be objectionable interference to the broadcasting activity conducted by it, which interference would not exist if such broadcaster operated in conformity with said standards, then such broadcaster shall not be entitled to the protection provided for in this Paragraph 11 against such objectionable interference so long as its failure to operate in conformity with said standards shall continue.

11. (H) Objectionable Interference - Cooperation of All Broadcasters.



In addition to the specific obligations imposed by this Lease, each broadcaster will endeavor in good faith to conduct its broadcasting activities in accordance with the intent of their Lease Agreement and will cooperate with the other broadcasters so as to anticipate and prevent any objectionable interference. To this end each broadcaster will, upon request of any other broadcaster, exchange with such other broadcaster full information as to operations from the STI premises including copies of maintenance records. In all cases, including, but not limited to cases of objectionable interference, Lessee agrees to cooperate with STI and all other lessees by removing its carrier from the air or transferring power to its emergency antenna if necessary in order to work on the STI premises in compliance with Paragraph 18 herein. Lessee shall restrict its own repair work to periods of time least disruptive to the other broadcasters, as determined by STI.

11. (I) Objectionable Interference - Dispute Arbitration.

In case of a dispute between any two broadcasters as to the result of any tests conducted as provided in this Paragraph 11 or as to the determination of the responsible broadcaster within the meaning of this Paragraph 11, or as to whether there is objectionable interference within the meaning of this Paragraph 11, or as to whether a broadcaster is not entitled to protection against objectionable interference because of its failure to operate in conformity with the Rules and Regulations of the Federal Communications Commission as provided herein, or as to the attachment or removal of protective devices as provided herein, or as to any dispute arising under this Paragraph 11, such dispute will, at the action of either of the parties involved in such dispute and upon written notice to the other party, be referred to and decided by a Technical Arbitration Committee composed of three qualified individuals, none of whom is in the employ of either of the parties or of companies owning, owned by or owned jointly with such party. One arbitrator shall be selected by each party within ten (10) days after the date of such written notice and one by the arbitrators so chosen, or, in case the first two fail to agree on a third, the third shall be chosen by the President of the American Arbitration Association, and the decision of a majority of such committee shall be accepted by and shall be binding upon all concerned. If the party served with the notice and demand for arbitration shall fail to appoint an arbitrator within the time fixed in this paragraph, then the one arbitrator shall act and his decision shall be binding. The expense of such arbitration shall be apportioned among the parties thereto in such manner as the arbitrators deem fair. The decision of a majority of the arbitrators as to the existence of objectionable interference and as to the responsibility therefor shall be based upon thorough investigation, shall be made within thirty (30) days after the submission of the dispute to the arbitrator or arbitrators, and shall be binding in any litigation upon the broadcasters who were parties to such arbitration.

11. (J) Objectionable Interference - Legal Damages.

It is not the intention of the parties that the arbitration and other remedies provided for herein shall deprive any broadcaster of the right also to seek legal damages against any other broadcaster for any injury or loss that may be suffered by such broadcaster because of objectionable interference as defined herein which some other broadcaster has caused or bears the responsibility to correct under the terms of this Lease.

11. (K) Objectionable Interference -  
Broadcaster's Obligation After Notice  
Thereof.

Whenever a broadcaster shall be of the opinion that there is objectionable interference to a broadcasting activity conducted by it and that another broadcaster is under an obligation to correct said interference, such broadcaster may, without prejudice to his other remedies, give written notice thereof to the allegedly responsible broadcaster who shall correct such interference. Unless the alleged responsible broadcaster shall within forty-eight (48) hours after receiving such notice (or such longer period as the complaining broadcaster may consent to in writing) either comply with the provisions of subparagraph (E) or notify the complaining broadcaster in writing that it demands arbitration in accordance with the provisions of this Paragraph 11, the lease granted by STI to the responsible broadcaster shall forthwith terminate as to the interfering broadcasting activity, but the full base rental of such broadcaster for the duration of the remainder of the lease term shall remain due and payable.

11. (L) Objectionable Interference - Obligations  
of Responsible Broadcaster After  
Arbitration.

In case a question or questions in regard to objectionable interference by a broadcasting activity of a broadcaster or equipment used or installed for use in connection therewith shall have been submitted to arbitration in accordance with the provisions of this Paragraph 11 and shall have been decided in favor of the complaining broadcaster, and the responsible broadcaster shall fail to comply with the provisions of subparagraph (E) within twenty-four (24) hours after receiving notice of the decision of the arbitrators (or such longer period as the complaining broadcaster may consent to in writing), the lease granted by STI to the responsible broadcaster shall forthwith terminate as to such broadcasting activity, but the full base rental of such broadcaster for the remainder of the lease term shall remain due and payable unless the decision of the arbitrators was to the effect that the interference could be eliminated only by the cessation of the television broadcasting activities of the particular broadcaster from the STI premises.

In the event a lease has been terminated in accordance with subparagraphs (K) and (L), the broadcaster shall have the right during the remainder of the lease term to reinstate its lease provided that as to the resumption of its broadcasting activity, it complies with all the provisions hereof relating to the initiation of a broadcasting activity.

11. (M) Objectionable Interference - Injunctive  
Relief.

The provisions hereof for protection against objectionable interference are of the essence of the Leases between STI and the respective broadcasters and such interference will or may result in immediate and irreparable loss and damage to the broadcaster suffering such interference and the loss or damage will be such that money damages in an action at law cannot fully compensate therefor. Accordingly, whenever a broadcaster is required by the provisions of this Lease to discontinue a broadcasting activity or transfer it to a temporary or auxiliary antenna or remove any equipment because of objectionable interference to a broadcasting activity of another broadcaster, and fails to do so, any other broadcaster affected thereby will be entitled to appropriate injunctive and other equitable relief.

11. (N) Objectionable Interference - All Other Persons Must Comply With Paragraph 11.

STI will not permit or authorize any individual or corporation which is not provided for in the antenna configuration (Exhibit C), as defined herein, to initiate the transmission of radio frequency signals from the STI premises unless and until such individual or corporation complies with all of the provisions of this Paragraph 11 with reference to the initiation of a broadcasting activity. After such transmissions have been properly initiated said individual or corporation shall not be permitted to continue the transmission if objectionable interference as defined in this Lease is thereby caused to any television broadcaster transmitting from the STI site. If any television broadcaster gives written notice to said individual or corporation that such transmissions are causing objectionable interference and appends to said notice a signed statement by the engineer of at least two STI commercial television broadcasters, that such transmissions in their opinion, are causing objectionable interference to the complainant's broadcasting activity, said individual or corporation will promptly cease the particular interfering transmissions until such objectionable interference is corrected.

12. Compliance by Lessee with Provisions of Lease.

Lessee and the agents, employees, contractors, subcontractors, invitees and visitors of Lessee shall faithfully comply with and observe all the provisions of this Lease and the rules and regulations made or hereafter to be made in accordance with the provisions hereof. STI shall have the right, but not the obligation, to enter and inspect the Demised Premises at any time to determine that Lessee is complying with the terms of this Lease. Except in emergency situations, such inspection shall be done with reasonable notice and during normal business hours.

13. Mechanics Lien.

If a notice of mechanics lien be filed against the tower or building, for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to, or for Lessee, and if Lessee shall fail to take such action as shall cause such lien to be discharged within fifteen (15) days after the filing of such notice, STI may, at its option, discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, STI may require the lienor to prosecute the appropriate action to enforce the lienor's claim. In such case STI shall give immediate notice to Lessee of such pending action or proceeding so that Lessee may have an opportunity to legally contest or defend the action or proceeding. If, after such notice to Lessee a judgment is recovered on the claim, STI, at its option may pay the judgment.

Any amount paid or expense incurred or sum of money paid by STI by reason of the failure of Lessee to comply with the foregoing provisions of this paragraph, or in defending any such action shall be paid to STI by Lessee.

14. Non-Liability of STI While Making Repairs or Alterations.

STI shall not be liable to Lessee by reason of inconvenience, annoyance or injury to the building, tower or antennas or activities conducted by Lessee therefrom, arising from the necessary repairing of any portion of the building or tower, whether due to fire, natural disaster, preventive maintenance in accordance with STI's obligations under this Lease or otherwise, or from the making of any alteration or improvements in, or to, any appurtenances or equipment, provided STI has exercised due care to avoid or minimize such inconvenience, annoyance or injury, and to the extent STI has not been negligent.

15. Non-Liability of STI for Defects. Etc.

Lessee shall give STI prompt written notice of any accident to any equipment, property, or apparatus belonging to STI. STI shall not be liable to Lessee for any latent defect or change or modification in the building or tower, nor for any damage to property or persons caused by any over-flow or leakage of water, snow, steam, gas, electricity, or any other substance from any source whatsoever, unless the same be caused by the negligence of STI, nor for any damage, resulting from the acts or omissions of Lessee, its agents, contractors, sub-contractors, employees, invitees or of any of the other broadcasters, their agents, contractors, sub-contractors, employees or invitees.

16. Eminent Domain.

If the building or tower, or any part thereof, be taken by virtue of eminent domain or by condemnation proceedings, then STI shall be entitled to receive any award or awards that may be made for or on account of said building or tower, or any part thereof, acquired or taken on such eminent domain or condemnation both for the building and improvements that are the property of STI and for any value fixed for the unexpired term of this Lease, and Lessee does hereby covenant and agree to assign, transfer and set over to STI, all Lessee's right, title and interest of, in and to any award or awards that may be made upon any such proceeding or proceedings aforesaid to said STI, both for the value of the building or tower and also for the value of the unexpired term of this Lease.

If the whole of the building or tower or such part of the building and tower as to render impracticable Lessee's operation therefrom, be so taken the term of this Lease shall, upon the date of such taking, expire as completely as if that date were the date herein definitely fixed for the expiration of the term of this Lease, and the annual rent not yet due shall thereupon cease and the current annual rent shall be apportioned to the time of such expiration.

17. Permitted Uses.

The Demised Premises and Lessee's equipment thereon may be used by Lessee only for and in connection with the transmission and broadcast of signals authorized by Lessee's Federal Communications Commission license (KCSM-DT) and for all operations incident or necessary thereto, including, without limitation, remote pick-up, monitoring and other operations customary in the business. Such transmission and operations shall be conducted in a lawful and proper manner, and in accordance with the standards imposed by the Federal Communications Commission, and by all other applicable federal, state, and local authorities. STI shall have the right to lease

space on its antenna tower and in its transmitter building to any other person or persons desiring to engage in broadcasting therefrom. Any broadcasting by any tenant of STI other than Lessee shall not affect the terms of this Lease, except as may be specifically provided otherwise by the provisions of this Lease, and shall be subject to the provisions of Paragraph 11 hereof.

18. Compliance with Applicable Laws.

The parties hereto agree to comply with, conform to, and abide by all applicable laws, regulations, rules and orders of all governmental agencies and authorities, including but not limited to the conditional use permit issued by the City and County of San Francisco Planning Commission as Resolution No. 5967 on March 10, 1966, and Resolution No. 11399 adopted on July, 14, 1988. If any such law, regulation, rule or order conflicts with any provision of this Lease, such provision shall be deemed modified and subordinated to such law, regulation, rule or order.

Lessee shall be solely responsible for obtaining any license, permit, or other approval which may be required by any governmental agency or authority for Lessee's operations hereunder; provided, however, that Lessee shall first notify STI in writing prior to filing any such application thereto, and shall consult with and cooperate fully with STI in this regard.

Lessee further agrees to comply with, conform to, and abide by the rules and regulations governing activities and conduct on the STI premises and the Demised Premises, which may be promulgated by STI in its sole discretion through the latter's Engineering Committee from time to time, including without limitation Engineering Committee rules requiring compliance with advisory or suggested power density guidelines established by independent scientific test institutions such as the American National Standards Institute. Lessee shall also consult with and cooperate fully with STI with regard to any license, permit, or other approval deemed necessary or advisable by STI to obtain with regard to STI's ownership and operation of the STI premises, and STI's obligations under this Lease.

19. Maintenance of Transmission Line.

Lessee shall, at its sole cost and expense, provide, connect, maintain and repair all transmission and power lines running between its antenna and transmitter, and STI shall provide suitable space therefor. The proposed routing of said transmission and power lines shall be submitted to STI for its prior written approval thereof, which approval shall not be unreasonably withheld. It is agreed that STI may consider the comments of other broadcasters leasing from STI concerning the proposed routing in determining whether or not to grant its approval thereof.

20. Access Roads.

Lessee shall have the right, in common with other broadcasters, to use in connection with its permissible activities and operations the access road to STI's premises and such other road or separate driveway leading from the access road to Lessee's transmitter and antenna facilities as STI shall designate. STI shall maintain such access road and connecting road or driveway in good repair and shall use its best efforts to keep such roads open and passable at all times of the year. STI shall also keep its premises surrounding the tower and building in good order and repair.

21. Publicity Re Broadcasting from Tower.

Lessee may announce, advertise or otherwise give

publicity to the fact that it is broadcasting or intends to broadcast from the STI tower; provided, however, that Lessee may not announce, advertise or otherwise claim or give publicity in any manner, directly or indirectly,

(i) to its location or position on the tower;  
(ii) to the fact that it is broadcasting or intends to broadcast from an antenna location higher on the tower than that of any other STI broadcaster;

(iii) to the height of its antenna or to the fact that such height is greater than that of any other STI broadcaster; or

(iv) that for any other reason the location of its antenna on the tower is more advantageous than that of any other STI broadcaster; nor shall STI or any other Lessee be permitted to publicize any such matters.

Notwithstanding any of the foregoing to the contrary, Lessee may list the height of its antenna in standard industry statistical reference factbooks and rate publications. This provision is of the essence of the leases between STI and the respective broadcasters and breach thereof by any broadcaster will or may result in immediate and irreparable loss and damage to other broadcasters and the loss or damage will be such that money damages in an action cannot fully compensate therefor. Accordingly, should Lessee breach this provision:

(i) Lessee shall incur a penalty payable to each other STI broadcaster affected thereby in the amount of \$5,000 for each such breach; and

(ii) STI or any other STI broadcaster affected thereby will be entitled to appropriate injunctive and other equitable relief.

The remedies provided in this paragraph are in addition to and not in lieu of any other remedies in law or equity available to STI or to any other lessee affected by a breach of this provision. STI agrees that its leases with other broadcasters operating or intending to operate from the STI premises will contain the same limitations and restrictions as set forth in this paragraph.

## 22. Assignment, Subletting.

Lessee may not assign any of its rights or obligations hereunder, or sublease all or any part of the space leased to it hereunder, without the written consent of STI, which consent shall not be unreasonably withheld. STI shall give its written consent to an assignment or sublease to

(i) any company controlling, controlled by or under common control with Lessee; or

(ii) the assignee of the license issued by the Federal Communications Commission (or any successor Federal agency) for the operation of the broadcast station in the San Francisco-Oakland area owned by Lessee.

In the event of any assignment for which STI has given its written consent, Lessee shall nevertheless remain liable hereunder unless and until STI has released Lessee upon request. Said release shall not be unreasonably withheld if the assignee is determined to be financially qualified to perform hereunder. In any event, Lessee may not assign its rights and obligations hereunder or sublease in whole or in part except to

an assignee or sub-lessee who expressly assumes, by written instrument, all of the obligations of Lessee hereunder.

23. Default by Lessee.

In the event that at any time:

(A) Lessee defaults in the payment of rent or any other sums due under the terms of this lease, when same become due and payable in accordance with the provisions hereof, and such default continues for ten (10) business days after receipt by Lessee of STI's written notice specifying the default; or

(B) Lessee defaults in performing any other covenant or agreement whatsoever required to be performed by Lessee hereunder, other than creating interference to other broadcasters, and any such default continues for thirty (30) days after receipt by Lessee of STI's written notice specifying the existence of such default; provided, however, that if any such default cannot reasonably be cured within the period of thirty (30) days, then Lessee shall be deemed to have cured such default if within said period of thirty (30) days Lessee commences to cure such default and thereafter diligently prosecutes the curing of such default to completion; or

(C) Lessee

(i) is or becomes a petitioner in bankruptcy or has any involuntary petition filed by its creditors, which involuntary petition remains undischarged for a period of sixty (60) days, under any section or chapter of the United States Bankruptcy Code or under any similar federal or state statute;

(ii) has a receiver appointed to take possession of all or substantially all of its assets;

(iii) makes a general assignment for the benefit of its creditors;

(iv) has all or substantially all of its assets attached or otherwise seized by judicial means;

(v) is generally unable to pay its creditors as and when required;

(vi) suffers the attachment, execution or other judicial seizure of all or substantially all of its assets;

vii) is ordered by a court of competent jurisdiction to be dissolved or that substantially all of its assets be sold;

(D) Without limiting the general application of the foregoing subparagraph, Lessee has continued in default under any subsection of Paragraph 11 after notice and opportunity to cure the default has been given as therein provided or under Paragraph 13 after receipt of notice and reasonable opportunity to cure;

then in any such event, STI, at any time at its election, with written notice to Lessee, but without demand, may declare said term ended and re-enter the Demised Premises, or any part thereof, with or without process of law, and may remove Lessee, without prejudice to any other remedies which might otherwise be available to STI under California law. Should STI re-enter and terminate according to the provisions of this paragraph, title to Lessee's antenna, auxiliary antenna, and all

other equipment on the tower, including the transmission lines, shall automatically vest in STI and STI may remove and store all other equipment and property of Lessee at the expense and risk, and for the account of, Lessee. Alternatively, STI may sell, or cause to be sold, the equipment at public sale to the highest bidder, and retain from the proceeds of such sale any rent or other payment due STI under this Lease. In the event of such re-entry and termination, Lessee shall be liable for, and shall save STI harmless from, all damages, deficiencies or losses STI may reasonably incur as a result of the default by Lessee.

24. Subordination.

This instrument shall not be a lien against the STI premises in respect of any mortgages which are now on or which hereafter may be placed by STI against the STI premises and the recording of any mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Lease, regardless of the date of recording, provided that the holder(s) of such mortgage(s) shall agree in writing that it, its successors and assigns will not disturb the possession of the Lessee under this Lease, provided Lessee is not in default hereunder. Upon receipt of such "no disturb" guarantee, Lessee agrees to execute without cost any instrument which may be deemed necessary or desirable to effect further the subordination of this Lease to any such mortgage or mortgages.

25. Non-Liability of STI.

STI shall not be liable to Lessee or anyone claiming under or through Lessee for any loss or damage caused by the acts or omissions of any other broadcaster, their agents, contractors, sub-contractors, employees or invitees or the malfunctioning or interruption of any service, utility, facility or installation supplied by STI or any other party. STI shall not be responsible for any loss or injury suffered by Lessee caused by, or allegedly caused by, interference by STI, its agents, contractors, sub-contractors, employees, or invitees with the broadcasting activities of Lessee. In no event shall STI be liable for consequential damages under any circumstances, and Lessee hereby expressly waives all such claims.

26. Liability of Lessee.

Lessee shall be solely responsible for damages or claims for damages arising from injury (including death) or damage to persons or property occasioned by, or claimed to be occasioned or caused by an act, omission, fault or negligence of Lessee, or from injury (including death) or damage to Lessee's employees, agents or invitees or employees, agents or invitees of Lessee's contractors and sub-contractors occasioned by, or claimed to be occasioned by, the acts or omission of STI, except to the extent such injuries are due to the gross negligence or willful misconduct of STI.

Lessee shall indemnify, defend, and save harmless STI from any and all loss, damage, claims, suits, legal proceedings, demands, actions or rights of action at law or in equity, costs and expenses of any kind (including but not limited to reasonable attorneys' fees) arising from, or allegedly arising from:

(i) any alleged act, omission, fault or negligence of Lessee, its agents, contractors, sub-contractors, employees or invitees; or

(ii) injury (including death) or damage to Lessee's employees, agents or invitees or employees, agents or



invitees of Lessees contractors and subcontractors occasioned by or allegedly occasioned by any act or omission of STI, except to the extent such injuries are due to the gross negligence or willful misconduct of STI; or

(iii) Lessee's use or occupancy of the Demised Premises, or any part thereof.

27. Environmental Matters.

(A) Definitions. For the purposes of this Paragraph 27, the following terms shall be defined as follows:

"Environmental Law" shall mean any federal, state or local laws, statutes, codes, regulations, rules, ordinances or judicial or administrative orders or decrees pertaining to either (i) the use, handling, storage, transportation and disposal of Hazardous Material, or (ii) the protection of human health and the environment.

"Hazardous Material" shall mean any hazardous or toxic substance, product, material or waste which is or becomes regulated by the United States government, the State of California or any local governmental authority. The term "Hazardous Material" includes, without limitation, (i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the California Hazardous Waste Control Act, Health and Safety Code §25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code §25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act Health and Safety Code §25249.5 et seq.; the California Hazardous Waste Management Act, Health and Safety Code §25170.1 et seq.; California Health and Safety Code §25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code §13000 et seq.; (ii) "medical waste" as defined in California Health and Safety Code §25023.2, (iii) "radioactive waste" as defined in California Health and Safety Code §25600.5, (iv) petroleum, and (v) asbestos.

(B) Management of Hazardous Materials and Waste.

Lessee shall not be liable for any Hazardous Materials on or in the Demised Premises prior to the commencement of the term of this lease, nor for any Hazardous Materials brought onto the Demised Premises by or on behalf of STI during the term of this Lease. Except as specifically set forth in Paragraph 27(C), Lessee shall not:

1. Discharge, leak or emit, or permit to be discharged, leaked or emitted, any Hazardous Material in, on or about the Demised Premises or the building;

2. Permit any machine or equipment in, on or about the Demised Premises to emit, exhaust which is in violation of any Environmental Law;

3. Create, or permit to be created, any sound pressure level which will interfere with the quiet enjoyment of any area of the building, or which will create a nuisance or violate any governmental law, statute, rule,

regulation, ordinance or other requirement;

4. Other than transmission and broadcast of signals in accordance with Paragraph 17, transmit, receive or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, on or about the Demised Premises, the building or elsewhere, or which interferes with the operation of any electrical, electronic, telephonic or other equipment wherever located, whether in the Demised Premises or elsewhere;

5. Create, or permit to be created, any ground vibration that is discernible outside the Demised Premises; or

6. Use, store, dispose of, release or permit to remain in, on or about the Demised Premises any Hazardous Material.

(C) Consent of STI.

Notwithstanding the provisions of Paragraph 27(B) above, Lessee shall be permitted to use and store Hazardous Materials in the Demised Premises so long as Lessee complies with all of the following:

1. Lessee shall give written notice to STI of its intended use of a Hazardous Material in the Demised Premises, and provide STI evidence of Lessee's compliance with all Environmental Laws pertaining to such use, provided that STI gives its prior written consent to such intended use and Lessee makes no use of the Hazardous Material other than the use specified in its notice to STI. STI hereby consents to Lessee's use of Nitrogen for its transmission lines subject to compliance with the other standard requirements of this section.

2. Lessee shall in all respects handle, treat, use store, manage and dispose of any and all Hazardous Materials at the Demised Premises in accordance with all Applicable Environmental Laws pertaining to the Hazardous Materials.

3. Lessee shall, at its sole cost and expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and approvals required by governmental and regulatory agencies for Lessee's use of Hazardous Materials in or about the Demised Premises.

Provided that Lessee complies with the provisions of this Paragraph 27, STI shall not unreasonably withhold its consent to Lessee's use of a Hazardous Material at the Demised Premises, so long as Lessee demonstrates to STI's reasonable satisfaction that such Hazardous Material is necessary or useful to Lessee's business at the Demised Premises.

(D) Storage and Disposal of Other Materials.

Lessee shall not keep any trash, garbage, waste or other refuse in or about the Demised Premises except in sanitary containers and shall regularly and frequently remove the same from the Demised Premises. Lessee shall keep all containers and other equipment used for the storage or disposal of such material in a clean and sanitary condition.

Lessee shall properly dispose of all sanitary sewage and shall not use the sewage disposal systems (1) for the disposal of anything except sanitary sewage, or (2) in excess of the lesser of the amount (i) reasonably contemplated by the uses

permitted under this Lease, or (ii) permitted by any governmental entity. Lessee shall keep the sewage disposal system free of all obstructions and in good operating condition.

Lessee shall properly dispose of all other waste or other matter stored, used or located in the Demised Premises in accordance with all applicable laws, statutes, rules, regulations, ordinances and other requirements.

(E) General Provisions.

Lessee shall properly use any and all sophisticated electrical and/or mechanical equipment uses or located in the Demised Premises in accordance with all applicable laws, statutes, rules, regulations, ordinances and other requirements.

STI, at STI's sole, reasonable discretion, may require Lessee, at Lessee's sole cost and expense, to conduct an environmental audit or other appropriate investigation at any time prior to the expiration or earlier termination of the Lease, provided STI has reasonable cause to believe such audit or investigation is necessary.

If Lessee is not in compliance with the terms of this Paragraph 27, STI shall have the right to immediately enter upon the Demised Premises to remedy any pollution, contamination, radioactivity or other environmental harm arising from Lessee's failure to comply with the terms of this Paragraph 27. In the event STI performs such an inspection, STI shall promptly notify Lessee of said inspection and shall use good faith, reasonable efforts to minimize interference with Lessee's business.

Upon the expiration or earlier termination of the Term, Lessee, at its sole cost and expense, shall cause all its Hazardous Materials to be removed from the Demised Premises and transported for use, storage, or disposal in accordance and in compliance with all applicable Environmental Laws.

Lessee shall not take any remedial action in response to the presence of Hazardous Materials in or about the Demised Premises or the building, nor enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to Hazardous Materials in any way connected with either the Demised Premises or the building without first notifying STI of Lessee's intention to do so and affording STI reasonable opportunity to appear, intervene or otherwise appropriately assert STI's interest with respect thereto.

(F) Notices.

Lessee shall promptly notify STI in writing of any of the following matters related to the Demised Premises (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Laws; (ii) any claim made or threatened by any person against Lessee, and the Demised Premises or the building relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iii) any reports made to any governmental department, agency or other authority arising out of or in connection with any Hazardous Material in or removed from either the Demised Premises or the building, including any complaints, notices, warnings or asserted violations in connection therewith. Upon written request by STI, Lessee shall also supply to STI as promptly as possible, and in any event within five (5) business days after Lessee first receives or sends the same, copies of all claims, reports, complaints,

notices, warnings or asserted violations relating in any way to either the Demised Premises, the building or Lessee's use thereof. Lessee shall promptly deliver to STI copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Demised Premises in accordance with all applicable Environmental Laws.

28. Lessee's Insurance.

(A) Lessee shall procure and maintain comprehensive public liability insurance covering all of Lessee's operations and activities on the Demised Premises, including but not limited to the operations of contractors and the operation of vehicles and equipment, with limitations of not less than \$1,000,000 for injury to, or death of, any one person, \$3,000,000 for injury to or death of two or more persons, and \$500,000 for property damage. Each of the foregoing limitations shall be for each occurrence and shall not be an aggregate limit in the policy. Lessee agrees to obtain such additional insurance and/or increase the foregoing limits as STI may from time to time require by notice applicable to all tenants in similar circumstances.

(B) Lessee shall also cause the contractors erecting Lessee's antenna and other equipment and/or making repairs or changes thereto, to procure comprehensive public liability insurance complying with this paragraph.

(C) Lessee shall give STI such evidence of insurance coverage as STI may reasonably require naming STI as additional insured.

(D) In the event Lessee shall fail to procure or maintain the insurance policies, or shall fail to cause contractors to procure the insurance policies, STI may but shall not be required to, procure or maintain such policies at the expense of Lessee. Any amount so paid by STI shall be rent due from Lessee and shall be paid within thirty (30) days of the date STI notifies Lessee in writing that such payment is due.

29. STI's Insurance.

STI shall procure and maintain comprehensive public liability insurance and physical damage insurance on the tower and transmitter building, including all STI equipment and STI improvements thereon or therein, covering at least the perils of fire, lightning, windstorm, hail, explosion, collapse, aircraft or other vehicle damage, vandalism, malicious mischief, and such other risks as are usually covered by extended insurance, in such companies and for such amounts as STI shall, in its sole discretion, determine. Lessee acknowledges that STI reserves the right, in its sole discretion, to determine whether or not to carry earthquake insurance for the STI premises.

30. Destruction of Tower and/or Transmitter Buildings by Fire or Other Casualty.

(A) In the event that the tower and/or transmitter building (hereinafter collectively referred to in this Paragraph 30 as "the broadcast structure") are destroyed or damaged by fire, lightning, windstorm, hail, explosion, earthquake, collapse, aircraft or other vehicle damage, vandalism, malicious mischief or other casualty covered by STI's insurance, and subject to a determination by the unanimous vote of the STI Board of Directors that reconstruction or repair is feasible, STI shall reconstruct or repair the broadcast structure with any change in specifications it deems desirable, to such condition as existed before the destruction or damage and give

possession to Lessee of the same space leased hereunder, unless STI elects to terminate this Lease under the provisions of this Paragraph 30. If the broadcast structure is so damaged by fire, lightning, windstorm, hail, explosion, earthquake, collapse, aircraft or other vehicle damage, vandalism, malicious mischief or other casualty covered by STI's insurance that reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's antennas and/or transmitter, then STI may remove Lessee's antenna and/or transmitters and interrupt its broadcasting activity but must have the antenna and/or transmitters replaced as soon as reasonably possible. Lessee shall be entitled to a pro rata abatement of its base rent for such time as it is unable to conduct its normal broadcasting activities as a result of such total or partial destruction or damage.

30. (B) If the broadcast structure is damaged or destroyed by fire, lightning, windstorm, hail, explosion, earthquake, collapse, aircraft or other vehicle damage, vandalism, malicious mischief or other casualty at any time during this Lease, and if the STI Board of Directors shall have determined that reconstruction or repair of the broadcast structure is not feasible, STI may at its election upon written notice to Lessee within ninety (90) days after such destruction or damage, terminate this Lease. In such circumstances this Lease shall be deemed terminated forthwith.

30. (C) If the broadcast structure is damaged or destroyed by fire, lightning, windstorm, hail, explosion, earthquake, collapse, aircraft, or other vehicle damage, vandalism, malicious mischief or other casualty at any time during the last five (5) years of this Lease, or during any extension of this Lease, to the extent of more than fifty (50%) percent of the insured value of the broadcast structure, either STI or Lessee may at its election upon written notice to the party within ninety (90) days after such destruction or damage, terminate this Lease. In such circumstances this Lease shall be deemed terminated forthwith.

30. (D) STI shall be under no obligation to reconstruct or repair the broadcast structure until it shall have been in actual receipt of all monies from the insurance companies for the loss covered by such companies; provided, however, that Lessee (individually, or jointly with other Lessees), shall have the right, but shall not be required, to provide funds for the repair or re-building of the damaged broadcast structure. If Lessee elects to provide such funds, and if this Lease has not been terminated as provided in subparagraph (B) or (C) and the Board of Directors of STI shall have determined that repair is feasible, STI shall promptly undertake the repair of the broadcast structure and Lessee shall be entitled to re-payment of the total amount of the funds it has expended from any amount received by STI in settlement of its claim with its insurance company. STI agrees to prosecute its claim against any insurers fully and diligently.

30. (E) Any construction or repair in accordance with this Paragraph 30 shall be completed by STI within two (2) years of the commencement of such reconstruction or repair, if feasible, but STI shall not be in default if delay is attributable to causes beyond its control. Fully excusable delay shall include, but not be limited to, the following: absence of governmental authority for construction where such authority is required, failures and delays due to failures and delays of contractors, sub-contractors, and suppliers, strikes and labor disturbances, lack of availability to STI of construction materials, destruction or damage by fire or other casualty, war,

civil commotion and Acts of God.

31. Abandonment by Lessee.

In the event that Lessee should permanently abandon the Demised Premises at any time prior to the expiration or sooner termination of this Lease -- (failure of Lessee to conduct its broadcasting activity from the Demised Premises for a period of 120 days shall be deemed to be permanent abandonment, unless such failure shall result from (i) the operation of the provisions of Paragraph 11 of this Lease, or (ii) the inability of Lessee to so conduct its television broadcasting activity by reason of strikes, fires or other casualty, Acts of God or other causes beyond the control of Lessee) -- STI shall have the option and right in its discretion (i) to terminate this Lease or (ii) to enter the Demised Premises and to remove therefrom any and all equipment and property of Lessee and place such equipment and property in storage for the account and at the expense of Lessee without such entry constituting acceptance of surrender of the Demised Premises by Lessee or in any manner affecting the obligations of Lessee under this Lease.

32. Utilities.

(A) STI shall, as indicated in Paragraph 9, order public utility power to the STI premises in sufficient amount to meet the reasonable demands of the Lessee and other broadcasters. Subject to the provisions of Paragraph 9, Lessee agrees that it will at its expense, install and maintain all electrical conduit from the terminal point on the STI premises selected by STI to the Lessee's facilities. Nothing herein contained shall be deemed to prevent the Lessee, at its option and expense, from installing such standby electrical generating equipment as it may deem appropriate provided, however, that such equipment, and the operation thereof, shall not interfere with or unreasonably hinder the other lessees' broadcasting activities from the STI premises.

32. (B) STI shall enter an order on the public utility for water to be supplied to the STI premises in sufficient amount and pressure to meet the reasonable demands of the building, the Lessee and the other broadcasters, including simultaneous operation of lessees' RF "test loads". Subject to the provisions of Paragraph 9, Lessee agrees that it will, at its own expense, install and maintain all necessary facilities for the carrying of water to be used by it from a terminal point on the STI premises selected by STI, and that it will pay for all water used by Lessee.

32. (C) STI shall be responsible for sewer lines or sewerage disposal facilities being available at the STI premises with such lines and/or facilities being adequate to meet the reasonable demand of the Lessee and other broadcasters. Subject to the provisions of Paragraph 9, Lessee agrees that it will, at its own expense, install, service and maintain all necessary facilities for the carrying of all sewerage discharged by it to the point on the STI premises selected by STI as the terminal point of the main sewer line or as the location for general sewerage disposal.

32. (D) STI reserves the right, without liability to Lessee, to interrupt the electrical, water, sewer or other services at such time as may be necessary and for so long as may be reasonably required for the making of necessary repairs, alterations or improvements thereto. Except for emergencies, such interruptions shall be during non-broadcast hours. STI shall

make every effort to avoid interfering with Lessee's broadcasting activity, and shall provide Lessee with prior notice of any such interruption to the extent practicable.

33. Covenant of Quiet Enjoyment.

STI warrants that it has the right to enter into this Lease and that Lessee, upon paying the rent and faithfully performing and fulfilling all of the terms, conditions and obligations of Lessee contained in such Lease, shall peaceably and quietly hold and enjoy the Demised Premises upon the terms, covenants and conditions set forth in this Lease.

34. Recording of Lease.

Either party, at its own expense, may record this Lease with or without exhibits being attached. Alternatively, either party, at its own expense, may prepare and record, after execution thereof, a short form memorandum of this Lease.

35. Lease Conditioned On Non-Profit Public Broadcast Nature of Lessee

The favorable rental afforded Lessee under the Lease is on the condition that Lessee shall remain during the entire lease term and any extensions a public entity broadcaster in the sense that it presently operates as a non-commercial educational (NCE) broadcaster as defined by applicable policies, rules and regulations of the Federal Communications Commission. If, during the lease term or extensions, Lessee shall no longer remain such an NCE public entity broadcaster or if it accepts revenues for broadcast advertising (other than acknowledgements, which are not deemed advertising, that a particular program has been made available or possible by the financial assistance or contributions or courtesy of a particular contributor or contributors, substantially similar in purpose or practice to announcements presently being broadcast by Lessee), STI shall have the option to terminate the Lease on 90 days written notice to Lessee on condition that it then offer to Lessee for the remainder of the lease term and any extensions a lease having rental and other lessee's obligations identical to those in effect for respective VHF or UHF commercial television broadcasters on the tower.

36. Waiver.

The waiver by either party hereto of any breach or default by the other party shall not be construed as a waiver of any other breach or default by such other party.

37. Notices.

Whenever notices are required to be given under this Lease such notices shall be given in writing and shall be either dispatched by (i) personal delivery, (ii) expedited messenger service, (iii) postage prepaid return receipt requested certified or registered mail, or (iv) telegram to the parties hereto and/or other broadcasters at the following addresses:

To STI:

SUTRO TOWER, INC.  
1 La Avanzada St.  
San Francisco, CA 94131  
Attention: General Manager  
Facsimile: 415-681-6754

To Lessee:

San Mateo County Community College District  
3401 CSM Drive  
San Mateo, CA 94402-3699  
Attention: James Keller, Executive Vice Chancellor  
Facsimile: 650-574-6574

With a Copy To:

KCSM-TV  
1700 Hillsdale Boulevard  
San Mateo, CA 94402  
Attn: Marilyn Lawrence, General Manager  
Facsimile: 650-524-6975

To Other Broadcasters:

At the principal place of business.

A party may change its address for notice by giving written notice to all other parties in accordance with this notice provision. Notices shall be deemed received at the earlier of actual receipt, or three (3) business days after such notice is dispatched.

38. Law of California Governs.

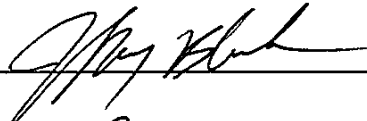
This Lease shall be governed by and construed under the laws of the State of California.



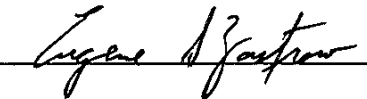
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their corporate names as of the day and year first below written.

SUTRO TOWER, INC. (Lessor)

Date: 1/16/03

By: 

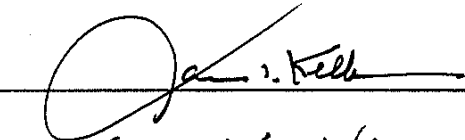
Its: PRESIDENT

By: 

Its: VICE PRESIDENT + GENERAL MANAGER

San Mateo County Community  
College District (Lessee)

Date: 1/16/03

By: 

Its: Executive Vice Chancellor

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A

All that certain real property situated, lying and being in the City and County of San Francisco, State of California, described as follows, to-wit:

BEGINNING at the point of intersection of the Southerly line of Palo Alto Avenue and the Westerly boundary line of the tract of land known as Subdivision No. 2 of Clarendon Heights, as the same is delineated on a certain map entitled, "MAP OF SUBDIVISION NO. 2 OF CLARENDON HEIGHTS", recorded February 18, 1891, in Book 1 of Maps at page 186, in the office of the Recorder of the City and County of San Francisco, State of California (Note: For the purpose of this description the Northerly line of Panorama Drive, as shown upon Map of Midtown Terrace Subdivision No. 5 recorded April 19, 1957, in Book "R" of Maps, at pages 92 to 94, in said office of the Recorder, is taken to be North  $74^{\circ} 48' 37''$  East and all bearings herein mentioned are related thereto); running thence South  $14^{\circ} 16' 34''$  West along the Northwesterly line of the parcel of land described in the Final Order of Condemnation entitled, "City and County of San Francisco vs. American Broadcasting-Paramount Theaters, Inc., et al", in the Superior Court of the State of California, in and for the City and County of San Francisco, Case No. 426329, a certified copy of said Final Order of Condemnation recorded December 18, 1953, in Book 6286 of Official Records at page 199, in the office of said Recorder; a distance 420.664 feet to the most Westerly corner of said property described in said Final Order of Condemnation above referred to; thence South  $44^{\circ} 55' 26''$  East along the Southwesterly line of said land described in said Final Order of Condemnation, a distance of 145.936 feet to the most Southerly corner of the property described in said Final Order of Condemnation; thence South  $0^{\circ} 04' 34''$  West along the Westerly line of said Subdivision No. 2 of Clarendon Heights above referred to, a distance of 89.000 feet; thence South  $60^{\circ} 28' 34''$  West 257.000 feet; thence South  $81^{\circ} 28' 34''$  West 112.000 feet; thence North  $26^{\circ} 21' 26''$  West 75.500 feet; thence North  $17^{\circ} 21' 26''$  West 212.800 feet; thence North  $15^{\circ} 08' 34''$  East 63.000 feet; thence North  $38^{\circ} 38' 34''$  East 89.200 feet; thence North  $51^{\circ} 10' 54''$  East 76.940 feet; thence North  $0^{\circ} 11' 53''$  East 208.975 feet; thence South  $89^{\circ} 48' 07''$  East 100.000 feet; thence North  $0^{\circ} 11' 53''$  East 189.140 feet to the Southeasterly line of Palo Alto Avenue, as said Avenue is shown on "Map Showing the Extension of Palo Alto Avenue Westerly to Clarendon Avenue", recorded December 16, 1958, in Book "S" of Maps at page 24, in the office of said Recorder; thence North  $57^{\circ} 42' 30''$  East along said Southeasterly line of Palo Alto Avenue 76.089 feet to the Northerly line of the property described as Parcel 1 in the Deed from Adolph G. Sutro to American Broadcasting Company, Inc., recorded April 19, 1948, in Book 4882 of Official Records at page 63, in the office of said Recorder; thence South  $89^{\circ} 48' 42''$  East along the Northerly line of the property described in said Deed a distance of 65.330 to a point on the Southwesterly curved line of said Palo Alto Avenue; thence Southeasterly along said Southwesterly line of Palo Alto bears South  $40^{\circ} 20' 58''$  West 50 feet from the last mentioned point, with a radius of 50 feet, a central angle of  $49^{\circ} 50' 55''$ , a distance of 43.501 feet to the Southeasterly extremity of a curve having a radius of 50 feet, a central angle of  $122^{\circ} 29' 23''$ , an arc distance of 106.893 feet which forms portion of the Southwesterly line of said Palo Alto Avenue, as shown on map last above referred to; thence along the Western line of said Palo Alto Avenue, South  $0^{\circ} 11' 53''$  West tangent to the preceding curve 110.084 feet to the Southerly line of said Palo Alto Avenue; thence North  $85^{\circ} 39' 34''$  East along said Southerly

line 51.963 feet to the point of beginning.

TOGETHER WITH, an appurtenant easement for underground sanitary sewer, as granted in the deed from Panorama Development Company, a corporation to American Broadcasting-Paramount Theaters, Inc., dated November 11, 1958, recorded November 13, 1958 in Book 7405 of Official Records, at page 25, in the office of the Recorder of the City and County of San Francisco, State of California, over a strip of land 4 feet wide, 2 feet on each side of a center line which begins on the southeasterly line of Dellbrook Avenue and runs to the southeasterly line of Lot 13, Block 2781, as shown on the map hereinafter referred to and more particularly described as follows:

BEGINNING at the point of intersection of the Southeasterly line of Dellbrook Avenue and the Southwesterly line of Lot 13 in Block 2781, as said lot and block are shown on that certain map entitled "MIDTOWN TERRACE SUBDIVISION NO. 7 SAN FRANCISCO, CALIFORNIA", recorded in Book "S" of Maps at pages 21 and 22 in the office of the Recorder of the City and County of San Francisco, State of California; running thence from said point of beginning South 59° 59' 15" East along the Southwesterly line of said Lot 13, a distance of 83.800 feet; thence leaving said Southwesterly line and running South 83° 50' 57" East 37.835 feet to the Southeasterly line of said Lot 13.

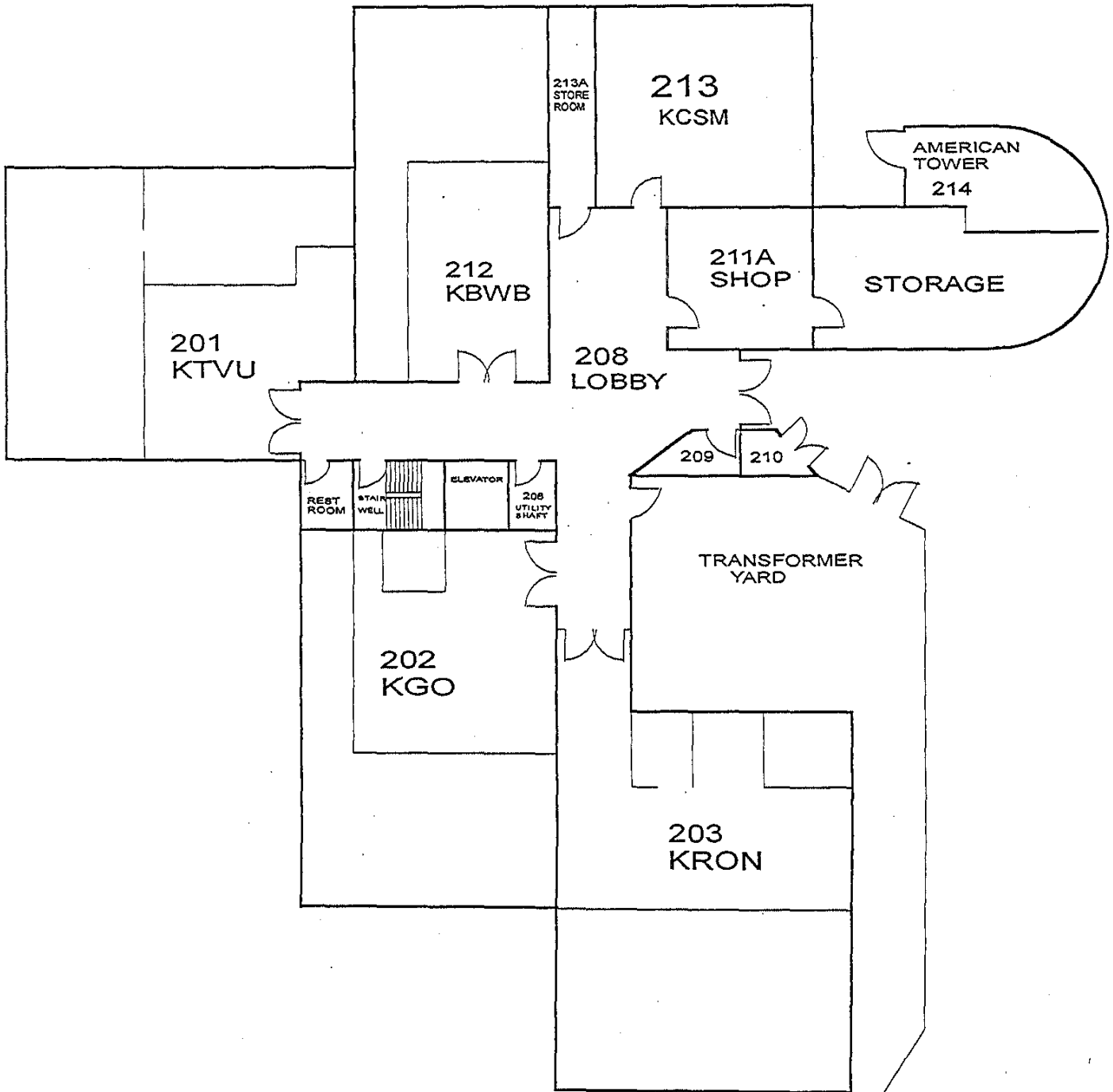
Subject to:

1. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes as Granted by: Emma L. Merritt  
To : Pacific Gas and Electric Company, a corporation  
For : Gas main  
Dated : June 21, 1929  
Recorded : June 28, 1929 in 1863 O.R. 437  
Affects : Portion of premises

2. Covenants concerning use of land by and between City and County of San Francisco and American Broadcasting Company, a corporation  
Dated : February 26, 1948  
Recorded : April 1, 1948, in 4863 O.R. 293 and Notice of Conditions Imposed Upon Use of Land by City Planning commission, recorded June 2, 1966 in B-55 O.R. 252.

3. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes as Granted by: American Broadcasting-Paramount Theaters, Inc., a New York corporation  
To : Pacific Gas and Electric Company, a California corporation  
For : Gas main  
Dated : June 16, 1953  
Recorded : September 2, 1953, in 6223 O.R. 184  
Affects : Portion of premises

4. Restrictions contained in Deed from Edgar D. Sutro, then owner of an undivided 1/2 interest to Pacific Coast Construction Company, dated May 24, 1951, recorded May 24, 1951 (5713 O.R. 530), "The Grantee, its successors and assigns shall be bound by a covenant whereby for a term of Twenty (20) years from the date of recording of this Deed, no commercial or multiple dwellings will be erected on said property and that said property will be used solely for the erection thereon of single family dwellings.



**SUTRO TOWER  
2nd FLOOR PLAN**

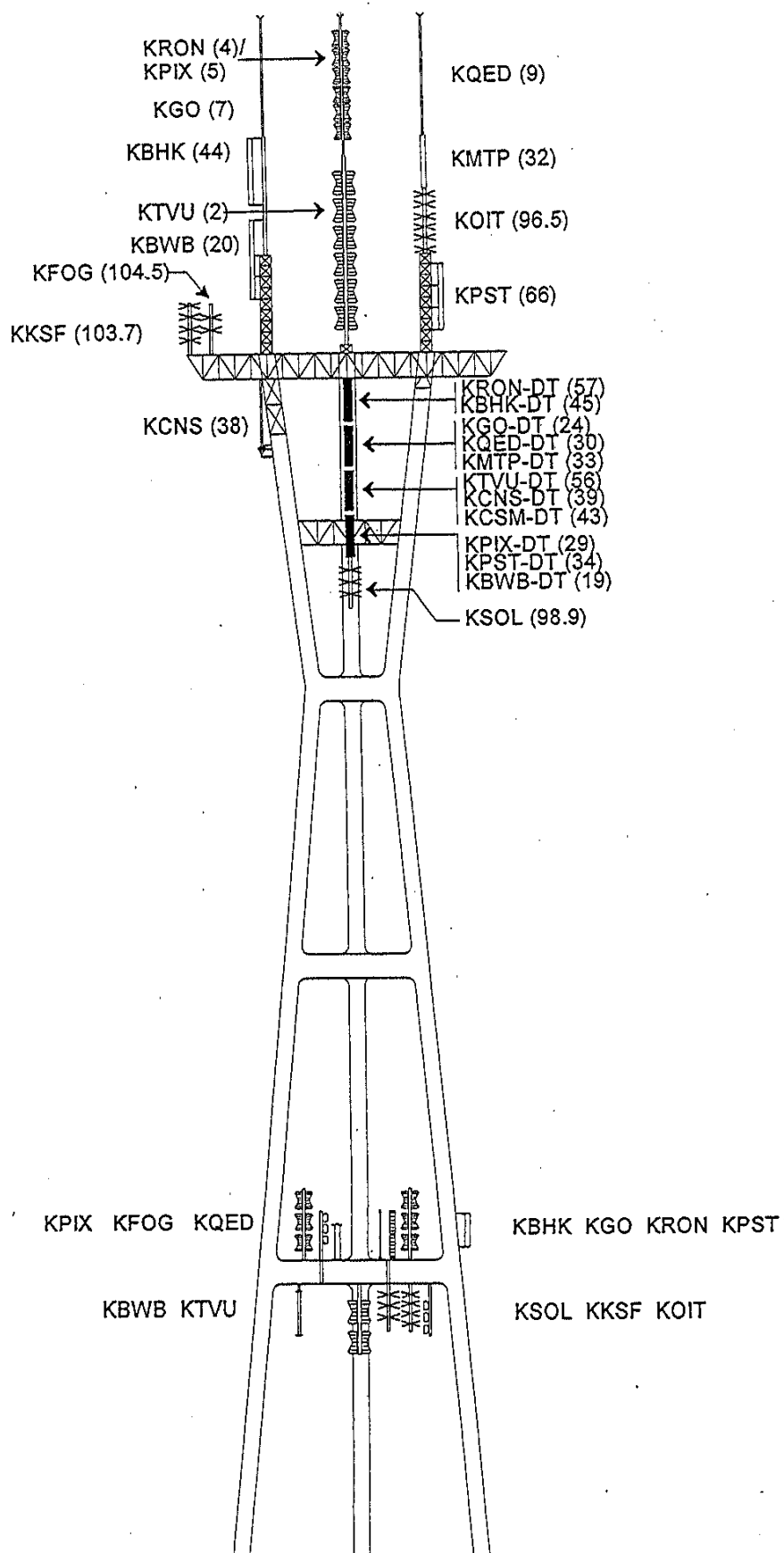


EXHIBIT D

Annual single channel rent shall be calculated for the initial twelve month period by applying the following formula using values anticipated for the period 1/1/95 to 12/31/95.

|  |          |
|--|----------|
| Operating expenses (including property taxes), as defined in this lease  | \$ _____ |
| PLUS principal and interest payments on unpaid debt incurred solely for uses capable of benefiting all television lessees. | _____    |
| PLUS return on investment, as defined in this lease.   | _____    |
| PLUS expense and debt service above and revenue amounts below previous year's anticipated amounts.                         | _____    |
| * PLUS operating expense amounts from 1994 over the amount anticipated for 1995  | _____    |
| LESS revenue from non-commercial TV and other tenants.   | _____    |
| LESS interest income.  | _____    |
| LESS revenue from second channel charges.  | _____    |
| LESS expense and debt service below and revenue amounts above previous year's anticipated amounts.                         | _____    |
| DIVIDED by number of commercial TV tenants using the facility.   | _____    |
| MULTIPLIED by non-commercial consideration factor per annual action by STI Board of Directors                              | _____    |
| EQUALS annual single channel rent per non-commercial television station.   | \$ _____ |

\* One time only adjustment factor to account for the change from the old formula which used historical values to the new formula which uses anticipated values with an adjustment for actual vs. anticipated amounts based on annual audited financial statements.

Rent may be adjusted annually during each year of the Lease, commencing March 1, 1996, by STI in proportion to changes in the value of the factors used in the above formula for the next twelve month period. Rent may be further adjusted from time to time by STI in the event that, and to the extent that, rental income from any one or more of the Commercial TV Tenants should (i) be terminated or suspended for whatever reason, including but not limited to such broadcaster's cessation of operations at the Mt. Sutro Tall Tower Facility, bankruptcy, or insolvency, for a delinquency period of at least thirty (30) days, and (ii) be deemed reasonably uncollectible in STI's sole judgment.

EXHIBIT E

List of Original TV Broadcasters

Pursuant to Paragraph 11

| <u>Company</u>   | <u>Station</u>                             |
|--|--|
| KGO Television, Inc. (formerly American Broadcasting Companies, Inc.)  | Television Station<br>KGO-TV, Channel 7    |
| Westinghouse Broadcasting Company, Inc.                                | Television Station<br>KPIX (TV), Channel 5 |
| KTVU, Inc./KTVU Partnership ( formerly Miami Valley Broadcasting, Inc. | Television Station<br>KTVU(TV) Channel 2   |
| The Chronicle Publishing Company                                       | Television Station<br>KRON-TV, Channel 4   |
| UTV of San Francisco, Inc. (formerly Kaiser Broadcasting Company)      | Television Station<br>KBHK(TV), Channel 44 |

**EXHIBIT F**

Order of Initial Operation

Pursuant to Paragraph 8

1. KGO Channel 7
2. KPIX Channel 5
3. KTVU Channel 2
4. KRON Channel 4
5. KBHK Channel 44
6. KQED Channel 9
7. KMTP (Formerly KQEC) Channel 32
8. KOFY Channel 20
9. KPST Channel 66
10. KCNS (Formerly KWBB) Channel 38
11. KCSM-DT Channel 43





## San Mateo County Community College District

### Addendum #2 to Request for Proposal (RFP) #86757

### Sale of or Channel Share with KCSM TV

#### Addendum Issued July 3, 2017

In light of requests to review the FCC repacking application and initial repacking reimbursement budget for KCSM-TV before finalizing bids, **the deadline for responses to the RFP is hereby extended to Friday, July 21, 2017 at 2:00 PM (PDT)**. Copies of these documents will be made available to prospective bidders after they have been submitted to the FCC.

All references in to “July 7, 2017” in RFP #86757 are hereby deleted and replaced with “July 21, 2017”. Anticipated dates for finalist meetings and the Board decision are extended accordingly.

This addendum also responds to additional questions received from prospective bidders. Similar questions received from more than one prospective bidder have been consolidated and re-stated in order to provide a more useful response and to avoid repetition.

#### *Questions about Repacking*

**Question:** Are there any linked stations on which KCSM’s transition is contingent?

**Answer:** There are no linked stations.

**Question:** What is KCSM’s transition phase?

**Answer:** KCSM has been assigned to Transition Phase 8.

**Question:** Has KCSM’s application been filed? Will you provide a copy to interested bidders?

**Answer:** The application has not been filed, but will be made available promptly after it has been filed.

**Question:** Please describe KCSM's repack plan, including plans to coordinate with the selected bidder to ensure a smooth transition.

**Answer:** KCSM has worked closely with Sutro Tower to plan for the repacking to Channel 27. Sutro is managing the costs that are outside our current leased space such as combiners, antennas, transmission lines and project management. These costs will be shared between the stations that are being repacked. KCSM is responsible to manage all equipment costs necessary in our leased space. KCSM has obtained quotes for transmission equipment, installation of the transmission equipment, leasehold improvements for power and HVAC, and removal of the current equipment. The District does not have a specific plan in place to transition the repacking process to a successful bidder, and developing one is impractical at this time, as the plans would depend on whether the successful bidder proposed a purchase of KCSM or channel sharing. The District will work with the winning bidder to facilitate an orderly transition.

**Question:** Please provide a copy of KCSM's FCC Form 399.

**Answer:** KCSM has not yet filed form 399, but intends to do so before July 12<sup>th</sup>, and will make it available to prospective bidders after it has been filed.

**Question:** What is the division of work between KCSM and the management of the Sutro tower site? How is Sutro supporting tenants? What work as Sutro done in preparation for the transition?

**Answer:** Sutro tower has spent a year preparing for the repacking. Sutro is managing all of the work outside the tenant space. Tenants are responsible for transmitter, mask filter, and any miscellaneous testing equipment /switching needed. Each tenant is also responsible for any leasehold improvements needed in its space (air conditioning, electrical, communications etc.) All of the costs outside of the tenant's space (tower work/ antenna/ combiner etc.) will be split appropriately for each tenant being repacked so each tenant can include that cost in its application for repacking reimbursement.

**Question:** Please share any correspondence with the Sutro landlord regarding plans to accomplish work on the tower to implement the FCC re-pack.

**Answer:** The District cannot release its correspondence with the site owner related to repacking at this time.

**Question:** Will the new channel assignment result in any loss of coverage area or population? Does the CP application propose coverage for the newly repacked station which at least replicates the existing coverage area?

**Answer:** The coverage closely replicates the existing coverage area. The change in channel causes minor changes to the antenna pattern, which results in the KCSM-TV protected contour extending beyond 1% of its baseline protected contour. The station therefore plans to propose a modest reduction in ERP (versus the ERP specified in the station's repacking notice) such that,

according to the FCC TVStudy software, contour extension would be less than 1% over all land areas so as to comply with FCC requirements.

### *Questions about Costs*

**Question:** What is the status of KCSM's repacking budget? Will it be made available to prospective bidders?

**Answer:** The District is in process of preparing its repacking cost estimates and plans to file the cost estimate before the July deadline. Those estimates will be made available to bidders after they have been submitted to the FCC. Sutro is managing the costs that are outside the station's current leased space such as combiners, antennas, transmission lines and project management. These costs will be shared between the stations that are being repacked. KCSM is responsible for all equipment costs needed within the station's leased space. Final figures for these costs are not yet available.

**Question:** What is the repacking budget/costs for KCSM? Can you provide individual costs for different categories of expenses?

**Answer:** Our current calculations, which could change, are approximately \$2,500,000 total for all work and equipment, including KCSM's portion of shared Sutro costs. Individual line-item costs will be reflected in the station's Form 399.

**Question:** Please provide the current monthly lease fee for Mt. Sutro as well as the details of the formula used to calculate the fee.

**Answer:** The current lease fee is \$20,593.00. The formula for calculating the fee is set out in Exhibit D. Historically, annual increases have been in the range of 3%.

### *Questions about contracts*

**Question:** The RFP states "In addition, the District may require the Bidder to assume certain obligations under the Mt. Sutro tower lease and other agreements (e.g. insurance contracts, maintenance contracts)." Section V.2 also mentions "assumption of liabilities". Please explain the contractual rights and liabilities associated with any contracts associated with KCSM-TV that a selected Bidder will be expected to assume, including with specificity, contracts with Local Point Networks.

**Answer:** The winning bidder will be required to assume the Sutro lease, a copy of which has been provided to all prospective bidders. There are no other contracts or liabilities that must be assumed. There is an ongoing month-to-month relationship with an HVAC service company that could continue if the bidder selects. The successful bidder is not required to assume any contracts with Locus Point Networks.

**Question:** Please provide documentation regarding any ongoing litigation or disputes that would affect the District's ability (and timing) to contract with a selected Bidder and consummate a closing, including, with specificity, disputes with Local Point Networks.

**Answer:** The District does not anticipate that any litigation or dispute will affect the District's ability to contract with a bidder or consummate a closing (or the timing of that closing) if there is an acceptable bid. The District did sue LocusPoint Networks (LPN) and PwC (Price Waterhouse Coopers) earlier this year and that case is now pending in California Superior Court for the County of San Mateo (17CIV01534). LPN subsequently filed a complaint against the District (17CIV01550). These two cases are now consolidated under the lead case filed by the District (17CIV01534). Bidders interested in further information can obtain public filings through the Court (<https://www.sanmateocourt.org/>).

**Question:** Please explain KCSM's CPB status and ability to assign any CPB grants to a selected (and CPB-qualified) Bidder.

**Answer:** KCSM is no longer a CPB qualified station and no longer receives a grant.

**Question:** Please describe the District's interest in participating (with a selected and CPB-qualified Bidder) in a CPB grant to defray expenses of acquisition/consolidation (i.e., Healthy Network Initiative for Public Television Stations – One Executive Management Funding -- or Collaborative Operations and Services Grant Program).

**Answer:** KCSM is no longer a CPB qualified station and does not participate in any CPB or Public Television grant programs.

**Question:** Would KCSM be open to accepting another television station, or a low power television station, as part of a transaction?

**Answer:** The RFP states that the District will consider non-cash consideration but will weight cash consideration most highly.

### *Other Questions*

**Question:** When can bidders inspect the transmitter site and the equipment that is being sold?

**Answer:** The District will be available for scheduling to provide tours of the Sutro facility and permit inspection of equipment on July 6 or 7, 2017 and during the week of July 11-14, 2017. Please call 650-574 6405 to arrange an appointment.

**Question:** Please explain further the mechanics for the requirement that the selected Bidder's certificate of incorporation and by-laws "authorize receipt of the FCC operating license for KCSM-TV" and ownership of related assets and assumption of liabilities." Would a board resolution suffice?

**Answer:** With respect to the receipt of the operating license for KCSM-TV, the successful bidder must demonstrate that it is eligible to be the licensee of a reserved non-commercial/educational television broadcast station.

**Question:** In connection with a channel sharing agreement, would the District consider divesting KCSM's must-carry right?

**Answer:** Bidders are invited to propose any legal transaction that falls within the scope of the RFP. Bidders proposing non-standard transactions should explain their proposals in detail, including (when appropriate) an explanation of how the proposed transaction complies with existing law.



## **San Mateo County Community College District**

### **Addendum #3 to Request for Proposal (RFP) #86757**

### **Sale of or Channel Share with KCSM TV**

**Addendum Issued July 14, 2017**

The San Mateo County Community College District submitted its application for “repacked” facilities and its initial FCC repacking reimbursement budget for KCSM-TV on July 11, 2017. PDF copies of those filings are attached to this Addendum #3 as Appendix 3-A and 3-B respectively. Please note that individual itemized receipts and checks that were included in the filing made with the FCC have not been reproduced here.

To clarify the revised timetable established in Addendum #2, the expected date for a Board decision is on or before August 4, 2017, although an earlier or later decision is possible. Respondents are invited to indicate a preference or need for a decision by a date certain. Respondents should also indicate their availability to meet with District staff the weeks of July 24 and July 31, if necessary.

APPENDIX 3-A

FCC Repacking Application for KCSM-TV



(REFERENCE COPY - Not for submission)

## Modification of a Licensed Facility for DTV Application

File Number: **0000028093** | Submit Date: **07/11/2017** | Call Sign: **KCSM-TV** | Facility ID: **58912** | FRN: **0001545185**  
State: **California** | City: **SAN MATEO**  
Service: **DTV** | Purpose: **Minor Modification BLEDT-20091124AHY** | Status: **Pending** | Status Date: **07/11/2017**  
Filing Status: **Active**

### General Information

| Section            | Question   | Response |
|--------------------|--|----------|
| <b>Attachments</b> | Are attachments (other than associated schedules) being filed with this application? | Yes      |

### Fees, Waivers, and Exemptions

| Section        | Question  | Response |
|----------------|---|----------|
| <b>Waivers</b> | Does this filing request a waiver of the Commission's rule(s)?  | No       |
|                | Total number of rule sections involved in this waiver request:  |          |
|                | Are the frequencies or parameters requested in this filing covered by grandfathered privileges, previously approved by waiver, or functionally integrated with an existing station? | No       |



**Applicant  
Information**

**Applicant Name, Type, and Contact Information**

| <b>Applicant</b>   | <b>Address</b>  | <b>Phone</b>         | <b>Email</b>            | <b>Applicant Type</b> |
|--|---|----------------------|-------------------------|-----------------------|
| <b>SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT</b><br>Doing Business As: SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT | KCSM - TV<br>1700 W<br>HILLSDALE<br>BLVD<br>SAN MATEO,<br>CA 94402<br>United States | +1 (650)<br>524-6908 | Michele_Muller@kcsm.net | Not-for-Profit        |

**Authorization Holder Name**

Check box if the Authorization Holder name is being updated because of the sale (or transfer of control) of the Authorization(s) to another party and for which proper Commission approval has not been received or proper notification provided.

**Contact  
Representatives  
(3)**

| Contact Name  | Address   | Phone                | Email                              | Contact Type                |
|---|---|----------------------|------------------------------------|-----------------------------|
| <b>John K Hane</b><br>Pillsbury Winthrop Shaw Pittman   | John Hane<br>1200 17th Street NW<br>WASHINGTON, DC<br>20036<br>United States            | +1 (202)<br>663-8116 | john.<br>hane@pillsburylaw.<br>com | Legal<br>Representative     |
| <b>Rajat Mathur</b><br><i>Consulting Engineer</i><br>Hammett & Edison, Inc.                                 | 470 3rd St W<br>Sonoma, CA 95476<br>United States                                       | +1 (707)<br>996-5200 | rmathur@h-e.com                    | Technical<br>Representative |
| <b>MICHELE I. MULLER</b><br><i>DIRECTOR OF TECHNOLOGY</i><br>SAN MATEO COUNTY COMMUNITY<br>COLLEGE DISTRICT | 1700 W. HILLSDALE<br>BOULEVARD<br>BUILDING 9<br>SAN MATEO, CA<br>94402<br>United States | +1 (650)<br>574-6586 | Michele_Muller@kcsn.<br>net        | Technical<br>Representative |

**Alien Ownership**

| Question  | Response |
|---|----------|
| 1) Is the applicant a foreign government or the representative of any foreign government as specified in Section 310(a) of the Communications Act?  |          |
| 2) Is the applicant subject to the provisions set forth under Section 310(b) of the Communications Act, for a broadcast, common carrier, aeronautical en route, or aeronautical fixed radio station Authorization?  |          |
| 3) Is the applicant an alien or the representative of an alien? (Section 310(b)(1))   |          |
| 4) Is the applicant a corporation, or non-corporate entity, that is organized under the laws of any foreign government? (Section 310(b)(2))   |          |
| 5) Is the applicant an entity of which more than one-fifth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any entity organized under the laws of a foreign country? (Section 310(b)(3))  |          |
| 6) Is the applicant directly or indirectly controlled by any other entity of which more than one-fourth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any entity organized under the laws of a foreign country? (Section 310(b)(4))   |          |
| 7) Has the applicant received a ruling(s) under Section 310(b)(4) of the Communications Act with respect to the same radio service involved in this application?  |          |
| 8) Has there been any change in the applicant's foreign ownership since issuance of the declaratory ruling(s) cited in response to Question 7?  |          |
| 8a) Enter the File or Docket Number of the Petition for Declaratory Ruling that the applicant has filed for its foreign ownership in connection with this application pursuant to Section 310(b)(4) of the Communications Act. It is not necessary to file a request for a foreign ownership declaratory ruling if the applicant attaches a showing that the requested authorization(s) is exempt from the provisions of Section 310(b)(4). |          |
| 9) Does the applicant's foreign ownership comply with the declaratory ruling(s) cited in response to Question 7?  |          |

**Basic Qualifying Questions**

| Section                             | Question   | Response |
|-------------------------------------|--|----------|
| <b>Revoked Application</b>          | Has the Applicant or any party to this application had any FCC station Authorization revoked or had any application for an initial, modification or renewal of FCC station Authorization denied by the Commission? | No       |
| <b>State or Federal Convictions</b> | Has the Applicant or any party to this application, or any party directly or indirectly controlling the Applicant, ever been convicted of a felony by any state or federal court?                                  | No       |

**Channel and Facility Information**

| Section                              | Question      | Response                  |
|--------------------------------------|---------------|---------------------------|
| <b>Proposed Community of License</b> | Facility ID   | 58912                     |
|                                      | State         | California                |
|                                      | City          | SAN MATEO                 |
|                                      | DTV Channel   | 27                        |
| <b>Facility Type</b>                 | Facility Type | Noncommercial Educational |
|                                      | Station Type  | Main                      |
| <b>Zone</b>                          | Zone          | 2                         |

**Antenna Location Data**

| Section                               | Question  | Response                              |
|---------------------------------------|---|---------------------------------------|
| <b>Antenna Structure Registration</b> | Do you have an FCC Antenna Structure Registration (ASR) Number? | Yes                                   |
|                                       | ASR Number  | 1001289                               |
| <b>Coordinates (NAD83)</b>            | Latitude  | 37° 45' 19.0" N+                      |
|                                       | Longitude   | 122° 27' 10.0" W-                     |
|                                       | Structure Type  | TOWER-A free standing or guyed struct |
|                                       | Overall Structure Height  | 297.7 meters                          |
|                                       | Support Structure Height  | 237.7 meters                          |
|                                       | Ground Elevation (AMSL)   | 254.2 meters                          |
| <b>Antenna Data</b>                   | Height of Radiation Center Above Ground Level                   | 288.3 meters                          |
|                                       | Height of Radiation Center Above Average Terrain                | 518 meters                            |
|                                       | Height of Radiation Center Above Mean Sea Level                 | 542.5 meters                          |
|                                       | Effective Radiated Power  | 334.5 kW                              |

**Antenna  
Technical Data**

| Section                               | Question  | Response             |
|---------------------------------------|---|----------------------|
| <b>Antenna Type</b>                   | Antenna Type  | Directional Custom   |
|                                       | Do you have an Antenna ID?  | No                   |
|                                       | Antenna ID  | 1001773              |
| <b>Antenna Manufacturer and Model</b> | Manufacturer:   | DIE                  |
|                                       | Model   | TUM-C5SP-14/60-2-T-R |
|                                       | Rotation  | 0 degrees            |
|                                       | Electrical Beam Tilt  | 0.80                 |
|                                       | Mechanical Beam Tilt  | Not Applicable       |
|                                       | toward azimuth  |                      |
|                                       | Polarization  | Elliptical           |
| <b>DTV and DTS: Elevation Pattern</b> | Does the proposed antenna propose elevation radiation patterns that vary with azimuth for reasons other than the use of mechanical beam tilt? | No                   |
|                                       | Uploaded file for elevation antenna (or radiation) pattern data   |                      |

**Directional Antenna Relative Field Values (Pre-rotated Pattern)**

| Degree | V <sub>A</sub> (Authorized Value) | Degree | V <sub>A</sub> (Authorized Value) | Degree | V <sub>A</sub> (Authorized Value) | Degree | V <sub>A</sub> (Authorized Value) |
|--------|-----------------------------------|--------|-----------------------------------|--------|-----------------------------------|--------|-----------------------------------|
| 0      | 0.649                             | 90     | 0.978                             | 180    | 0.649                             | 270    | 0.209                             |
| 10     | 0.779                             | 100    | 0.879                             | 190    | 0.734                             | 280    | 0.216                             |
| 20     | 0.882                             | 110    | 0.832                             | 200    | 0.805                             | 290    | 0.313                             |
| 30     | 0.826                             | 120    | 0.961                             | 210    | 0.737                             | 300    | 0.426                             |
| 40     | 0.865                             | 130    | 0.987                             | 220    | 0.590                             | 310    | 0.485                             |
| 50     | 0.987                             | 140    | 0.865                             | 230    | 0.485                             | 320    | 0.590                             |
| 60     | 0.961                             | 150    | 0.826                             | 240    | 0.426                             | 330    | 0.737                             |
| 70     | 0.832                             | 160    | 0.882                             | 250    | 0.313                             | 340    | 0.805                             |
| 80     | 0.879                             | 170    | 0.779                             | 260    | 0.216                             | 350    | 0.734                             |

**Additional Azimuths**

| Degree | V <sub>A</sub> |
|--------|----------------|
| 54     | 1              |
| 53     | 1              |
| 127    | 1              |
| 126    | 1              |

**Parties to the  
Application (0)**

Information not provided.

**Attributable Interest**

| <b>Section</b>                        | <b>Question</b>  | <b>Response</b> |
|---------------------------------------|--|-----------------|
| <b>Equity and Financial Interests</b> | Applicant certifies that equity and financial interests not set forth by the applicant parties are non-attributable. |                 |
| <b>Other Authorizations</b>           | Does the applicant or any party to the application have an attributable interest in any other broadcast station(s).  |                 |

**Construction  
Permit  
Certifications**

| <b>Section</b>   | <b>Question</b>  | <b>Response</b> |
|--|--|-----------------|
| <b>Post-Incentive Auction<br/>Expedited Processing</b> | It will operate on the DTV channel for this station as established in the post-incentive auction channel reassignment public notice.   | Yes             |
|  | It will operate post-incentive auction facilities that do not expand the noise-limited service contour in any direction beyond that established by the post-incentive auction channel reassignment public notice.  | No              |
|  | It will operate post-incentive auction facilities that match or reduce by no more than five percent with respect to predicted population from those defined in the post-incentive auction channel reassignment public notice.  | Yes             |
|  | The antenna structure to be used by this facility has been registered by the Commission and will not require re-registration to support the proposed antenna, OR the FAA has previously determined that the proposed structure will not adversely affect safety in air navigation and this structure qualifies for later registration under the Commission's phased registration plan, OR the proposed installation on this structure does not require notification to the FAA pursuant to 47 C.F.R. Section 17.7. | Yes             |
| <b>Environmental Effect</b>                            | Would a Commission grant of Authorization for this location be an action which may have a significant environmental effect? (See Section 1.1306 of 47 C.F.R.)  | No              |
| <b>Broadcast Facility</b>                              | The proposed facility complies with the applicable engineering standards and assignment requirements of 47 C.F.R. Sections 73.616, 73.622(i), 73.623(e), 73.625, 73.1030, and 73.1125.   | Yes             |



**Legal  
Certifications**

| Section                                   | Question  | Response |
|---|---|----------|
| <b>Eligibility</b>                        | The applicant certifies that it is a:   |          |
|   | The applicant certifies that the applicant's officers, directors and members of its governing board are broadly representative of the educational, cultural, and civic segments of the principal community to be served.  |          |
|   | The applicant certifies that the Commission has previously granted a broadcast application identified here by file number that found this applicant qualified as a noncommercial educational entity with a qualifying educational program, and that the applicant will use the proposed station to advance a program similar to that the Commission has found qualifying in applicant's previous application.   |          |
|   | FCC File Number   | 20120621 |
|   | The applicant certifies that its governing documents (e.g., articles of incorporation, by-laws, charter, enabling statute, and/or other pertinent organizational document) permit the applicant to advance an educational program and that there is no provision in any of those documents that would restrict the applicant from advancing an educational program or complying with any Commission rule, policy, or provision of the Communications Act of 1934, as amended. |          |
| <b>Character Issues</b>                   | <p>Applicant certifies that neither applicant nor any party to the application has or had any interest in, or connection with:</p> <p>(a) any broadcast application in any proceeding where character issues were left in unresolved or were resolved adversely against the applicant or party to the application; or</p> <p>(b) any pending broadcast application in which character issues have been raised.</p>  |          |
| <b>Adverse Findings</b>                   | Has the Applicant or any party to this application had an adverse finding or an adverse final action taken by any court or administrative body in a civil or criminal proceeding brought under any law related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?   |          |
| <b>Program Service Certification</b>      | Applicant certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.   |          |
| <b>Local Public Notice</b>                | Applicant certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.  |          |
| <b>Equal Employment Opportunity (EEO)</b> | If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report.  |          |
| <b>Holding Period</b>                     | Applicant certifies that this application does not propose a modification to an authorization that was awarded on the basis of a preference for fair distribution of service pursuant to 47 U.S.C. Section 307(b).  | Yes      |
|   | Applicant certifies that the proposed modification will not downgrade service to the area on which the Section 307(b) preference was based.   |          |

|   |            |
|---|------------|
| <p>Applicant certifies that although it proposes to downgrade service to the area on which the Section 307(b) preference was based, applicant has provided full service to that area for a period of four years of on-air operations.</p> |            |
| <p>Applicant certifies that this application does not propose a modification to an authorized station that received a credit for superior technical parameters under the point system selection method in 47 C.F.R. Section 73.7003.</p>  | <p>Yes</p> |
| <p>Applicant certifies that the population and area within the proposed service contour (60 dBu (FM) or Noise-Limited (TV)) are greater than or equivalent to those authorized.</p>   |            |

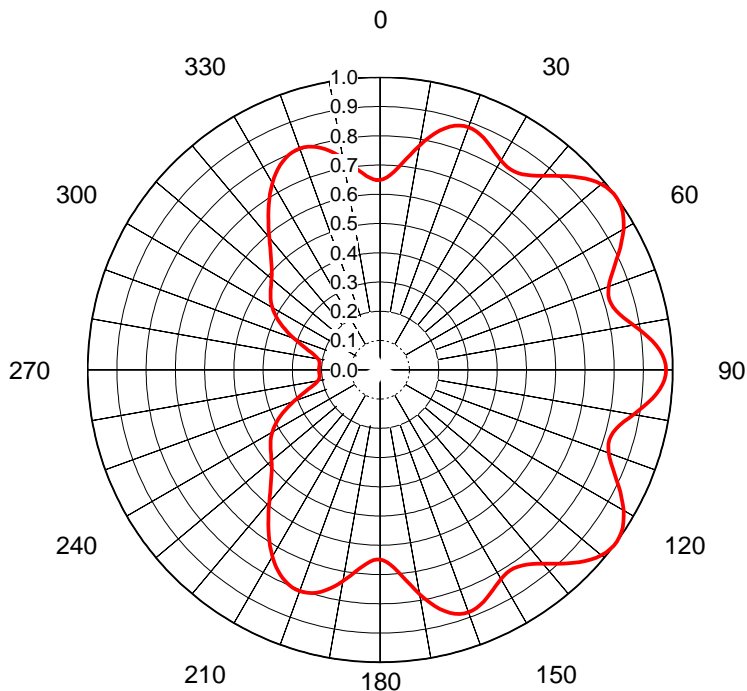
**Certification**

| Section  | Question  | Response   |
|--|---|--|
| <p><b>General Certification Statements</b></p> | <p>The Applicant waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by authorization or otherwise, and requests an Authorization in accordance with this application (See Section 304 of the Communications Act of 1934, as amended.).</p>  |  |
|  | <p>The Applicant certifies that neither the Applicant nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. §862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR §1.2002(b), for the definition of "party to the application" as used in this certification §1.2002 (c). The Applicant certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.</p>           |  |
| <p><b>Authorized Party to Sign</b></p>         | <p><b>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</b></p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</p> |  |
|  | <p>I certify that this application includes all required and relevant attachments.</p>  | <p>Yes</p>   |
|  | <p>I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.</p>   | <p><b>Kathy Blackwood</b><br/><i>Executive Vice Chancellor</i></p> <p>07/11/2017</p> |

## Attachments

| File Name  | Uploaded By | Attachment Type                    | Description                         |
|--|-------------|------------------------------------|-------------------------------------|
| <a href="#">C-70648_KCSM_main_patterns.pdf</a>                 | Applicant   | Antenna Technical Data             | Antenna Patterns                    |
| <a href="#">KCSM as Channel 27 ENV.pdf</a>                     | Applicant   | Construction Permit Certifications | Environmental Assessment            |
| <a href="#">KCSM as Channel 27 one percent.pdf</a>             | Applicant   | Construction Permit Certifications | 1% Contour Extension over Water     |
| <a href="#">Sutro Tower Statement re EA and Permitting.pdf</a> | Applicant   | Construction Permit Certifications | Sutro Tower Environmental statement |

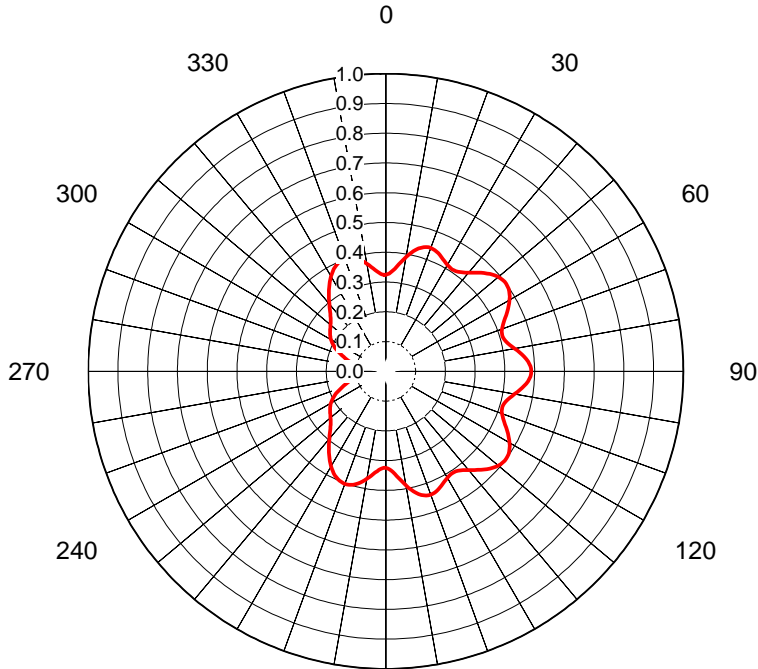
## AZIMUTH PATTERN Horizontal Polarization



Proposal No. **C-70648**  
 Date **31-May-17**  
 Call Letters **KCSM**  
 Channel **27**  
 Frequency **551 MHz**  
 Antenna Type  
 Gain **1.85 (2.67dB)**  
 Calculated

| Deg | Value | Deg | Value | Deg | Value | Deg | Value | Deg | Value | Deg | Value | Deg | Value | Deg | Value | Deg | Value | Deg | Value |
|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|
| 0   | 0.649 | 36  | 0.827 | 72  | 0.821 | 108 | 0.821 | 144 | 0.827 | 180 | 0.649 | 216 | 0.651 | 252 | 0.287 | 288 | 0.287 | 324 | 0.651 |
| 1   | 0.652 | 37  | 0.834 | 73  | 0.819 | 109 | 0.825 | 145 | 0.821 | 181 | 0.649 | 217 | 0.635 | 253 | 0.275 | 289 | 0.300 | 325 | 0.666 |
| 2   | 0.658 | 38  | 0.843 | 74  | 0.821 | 110 | 0.832 | 146 | 0.818 | 182 | 0.651 | 218 | 0.620 | 254 | 0.263 | 290 | 0.313 | 326 | 0.681 |
| 3   | 0.667 | 39  | 0.854 | 75  | 0.825 | 111 | 0.840 | 147 | 0.817 | 183 | 0.657 | 219 | 0.605 | 255 | 0.252 | 291 | 0.326 | 327 | 0.696 |
| 4   | 0.678 | 40  | 0.865 | 76  | 0.832 | 112 | 0.851 | 148 | 0.819 | 184 | 0.664 | 220 | 0.590 | 256 | 0.243 | 292 | 0.339 | 328 | 0.710 |
| 5   | 0.692 | 41  | 0.878 | 77  | 0.841 | 113 | 0.864 | 149 | 0.822 | 185 | 0.674 | 221 | 0.576 | 257 | 0.234 | 293 | 0.352 | 329 | 0.724 |
| 6   | 0.708 | 42  | 0.892 | 78  | 0.853 | 114 | 0.878 | 150 | 0.826 | 186 | 0.684 | 222 | 0.562 | 258 | 0.227 | 294 | 0.365 | 330 | 0.737 |
| 7   | 0.725 | 43  | 0.906 | 79  | 0.866 | 115 | 0.892 | 151 | 0.832 | 187 | 0.696 | 223 | 0.549 | 259 | 0.221 | 295 | 0.377 | 331 | 0.749 |
| 8   | 0.743 | 44  | 0.920 | 80  | 0.879 | 116 | 0.907 | 152 | 0.839 | 188 | 0.709 | 224 | 0.537 | 260 | 0.216 | 296 | 0.388 | 332 | 0.760 |
| 9   | 0.761 | 45  | 0.934 | 81  | 0.894 | 117 | 0.921 | 153 | 0.847 | 189 | 0.722 | 225 | 0.526 | 261 | 0.212 | 297 | 0.398 | 333 | 0.770 |
| 10  | 0.779 | 46  | 0.947 | 82  | 0.908 | 118 | 0.935 | 154 | 0.854 | 190 | 0.734 | 226 | 0.516 | 262 | 0.210 | 298 | 0.408 | 334 | 0.779 |
| 11  | 0.797 | 47  | 0.959 | 83  | 0.923 | 119 | 0.949 | 155 | 0.862 | 191 | 0.746 | 227 | 0.507 | 263 | 0.209 | 299 | 0.417 | 335 | 0.787 |
| 12  | 0.813 | 48  | 0.970 | 84  | 0.936 | 120 | 0.961 | 156 | 0.869 | 192 | 0.758 | 228 | 0.499 | 264 | 0.208 | 300 | 0.426 | 336 | 0.793 |
| 13  | 0.829 | 49  | 0.979 | 85  | 0.948 | 121 | 0.972 | 157 | 0.874 | 193 | 0.768 | 229 | 0.491 | 265 | 0.208 | 301 | 0.433 | 337 | 0.798 |
| 14  | 0.843 | 50  | 0.987 | 86  | 0.958 | 122 | 0.981 | 158 | 0.879 | 194 | 0.778 | 230 | 0.485 | 266 | 0.208 | 302 | 0.440 | 338 | 0.802 |
| 15  | 0.855 | 51  | 0.993 | 87  | 0.967 | 123 | 0.989 | 159 | 0.881 | 195 | 0.786 | 231 | 0.479 | 267 | 0.208 | 303 | 0.446 | 339 | 0.804 |
| 16  | 0.865 | 52  | 0.997 | 88  | 0.973 | 124 | 0.995 | 160 | 0.882 | 196 | 0.793 | 232 | 0.473 | 268 | 0.209 | 304 | 0.452 | 340 | 0.805 |
| 17  | 0.872 | 53  | 1.000 | 89  | 0.976 | 125 | 0.998 | 161 | 0.881 | 197 | 0.798 | 233 | 0.468 | 269 | 0.209 | 305 | 0.458 | 341 | 0.804 |
| 18  | 0.878 | 54  | 1.000 | 90  | 0.978 | 126 | 1.000 | 162 | 0.878 | 198 | 0.802 | 234 | 0.463 | 270 | 0.209 | 306 | 0.463 | 342 | 0.802 |
| 19  | 0.881 | 55  | 0.998 | 91  | 0.976 | 127 | 1.000 | 163 | 0.872 | 199 | 0.804 | 235 | 0.458 | 271 | 0.209 | 307 | 0.468 | 343 | 0.798 |
| 20  | 0.882 | 56  | 0.995 | 92  | 0.973 | 128 | 0.997 | 164 | 0.865 | 200 | 0.805 | 236 | 0.452 | 272 | 0.209 | 308 | 0.473 | 344 | 0.793 |
| 21  | 0.881 | 57  | 0.989 | 93  | 0.967 | 129 | 0.993 | 165 | 0.855 | 201 | 0.804 | 237 | 0.446 | 273 | 0.208 | 309 | 0.479 | 345 | 0.786 |
| 22  | 0.879 | 58  | 0.981 | 94  | 0.958 | 130 | 0.987 | 166 | 0.843 | 202 | 0.802 | 238 | 0.440 | 274 | 0.208 | 310 | 0.485 | 346 | 0.778 |
| 23  | 0.874 | 59  | 0.972 | 95  | 0.948 | 131 | 0.979 | 167 | 0.829 | 203 | 0.798 | 239 | 0.433 | 275 | 0.208 | 311 | 0.491 | 347 | 0.768 |
| 24  | 0.869 | 60  | 0.961 | 96  | 0.936 | 132 | 0.970 | 168 | 0.813 | 204 | 0.793 | 240 | 0.426 | 276 | 0.208 | 312 | 0.499 | 348 | 0.758 |
| 25  | 0.862 | 61  | 0.949 | 97  | 0.923 | 133 | 0.959 | 169 | 0.797 | 205 | 0.787 | 241 | 0.417 | 277 | 0.209 | 313 | 0.507 | 349 | 0.746 |
| 26  | 0.854 | 62  | 0.935 | 98  | 0.908 | 134 | 0.947 | 170 | 0.779 | 206 | 0.779 | 242 | 0.408 | 278 | 0.210 | 314 | 0.516 | 350 | 0.734 |
| 27  | 0.847 | 63  | 0.921 | 99  | 0.894 | 135 | 0.934 | 171 | 0.761 | 207 | 0.770 | 243 | 0.398 | 279 | 0.212 | 315 | 0.526 | 351 | 0.722 |
| 28  | 0.839 | 64  | 0.907 | 100 | 0.879 | 136 | 0.920 | 172 | 0.743 | 208 | 0.760 | 244 | 0.388 | 280 | 0.216 | 316 | 0.537 | 352 | 0.709 |
| 29  | 0.832 | 65  | 0.892 | 101 | 0.866 | 137 | 0.906 | 173 | 0.725 | 209 | 0.749 | 245 | 0.377 | 281 | 0.221 | 317 | 0.549 | 353 | 0.696 |
| 30  | 0.826 | 66  | 0.878 | 102 | 0.853 | 138 | 0.892 | 174 | 0.708 | 210 | 0.737 | 246 | 0.365 | 282 | 0.227 | 318 | 0.562 | 354 | 0.684 |
| 31  | 0.822 | 67  | 0.864 | 103 | 0.841 | 139 | 0.878 | 175 | 0.692 | 211 | 0.724 | 247 | 0.352 | 283 | 0.234 | 319 | 0.576 | 355 | 0.674 |
| 32  | 0.819 | 68  | 0.851 | 104 | 0.832 | 140 | 0.865 | 176 | 0.678 | 212 | 0.710 | 248 | 0.339 | 284 | 0.243 | 320 | 0.590 | 356 | 0.664 |
| 33  | 0.817 | 69  | 0.840 | 105 | 0.825 | 141 | 0.854 | 177 | 0.667 | 213 | 0.696 | 249 | 0.326 | 285 | 0.252 | 321 | 0.605 | 357 | 0.657 |
| 34  | 0.818 | 70  | 0.832 | 106 | 0.821 | 142 | 0.843 | 178 | 0.658 | 214 | 0.681 | 250 | 0.313 | 286 | 0.263 | 322 | 0.620 | 358 | 0.651 |
| 35  | 0.821 | 71  | 0.825 | 107 | 0.819 | 143 | 0.834 | 179 | 0.652 | 215 | 0.666 | 251 | 0.300 | 287 | 0.275 | 323 | 0.635 | 359 | 0.649 |

This document contains proprietary and confidential information of Dielectric. It is to be used solely for the purpose for which it is provided. No disclosure, reproduction, or use of this document or any part of it may be made without the written permission of Dielectric.



## AZIMUTH PATTERN Vertical Polarization

Proposal No. **C-70648**  
 Date **31-May-17**  
 Call Letters **KCSM**  
 Channel **27**  
 Frequency **551 MHz**  
 Antenna Type  
 Gain **1.85 (2.67dB)**  
 Calculated

| 210 |       | 180 |       | 150 |       | 120 |       | 90  |       | 60  |       | 30  |       | 0   |       |
|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|
| Deg | Value | Deg | Value | Deg | Value | Deg | Value | Deg | Value | Deg | Value | Deg | Value | Deg | Value |
| 0   | 0.324 | 36  | 0.413 | 72  | 0.410 | 108 | 0.410 | 144 | 0.413 | 180 | 0.324 | 216 | 0.325 | 252 | 0.144 |
| 1   | 0.326 | 37  | 0.417 | 73  | 0.410 | 109 | 0.412 | 145 | 0.411 | 181 | 0.324 | 217 | 0.318 | 253 | 0.137 |
| 2   | 0.329 | 38  | 0.421 | 74  | 0.410 | 110 | 0.416 | 146 | 0.409 | 182 | 0.326 | 218 | 0.310 | 254 | 0.132 |
| 3   | 0.333 | 39  | 0.427 | 75  | 0.413 | 111 | 0.420 | 147 | 0.409 | 183 | 0.328 | 219 | 0.302 | 255 | 0.126 |
| 4   | 0.339 | 40  | 0.433 | 76  | 0.416 | 112 | 0.426 | 148 | 0.409 | 184 | 0.332 | 220 | 0.295 | 256 | 0.121 |
| 5   | 0.346 | 41  | 0.439 | 77  | 0.421 | 113 | 0.432 | 149 | 0.411 | 185 | 0.337 | 221 | 0.288 | 257 | 0.117 |
| 6   | 0.354 | 42  | 0.446 | 78  | 0.426 | 114 | 0.439 | 150 | 0.413 | 186 | 0.342 | 222 | 0.281 | 258 | 0.113 |
| 7   | 0.362 | 43  | 0.453 | 79  | 0.433 | 115 | 0.446 | 151 | 0.416 | 187 | 0.348 | 223 | 0.275 | 259 | 0.110 |
| 8   | 0.371 | 44  | 0.460 | 80  | 0.440 | 116 | 0.453 | 152 | 0.420 | 188 | 0.354 | 224 | 0.269 | 260 | 0.108 |
| 9   | 0.380 | 45  | 0.467 | 81  | 0.447 | 117 | 0.461 | 153 | 0.423 | 189 | 0.361 | 225 | 0.263 | 261 | 0.106 |
| 10  | 0.389 | 46  | 0.473 | 82  | 0.454 | 118 | 0.468 | 154 | 0.427 | 190 | 0.367 | 226 | 0.258 | 262 | 0.105 |
| 11  | 0.398 | 47  | 0.479 | 83  | 0.461 | 119 | 0.474 | 155 | 0.431 | 191 | 0.373 | 227 | 0.253 | 263 | 0.104 |
| 12  | 0.407 | 48  | 0.485 | 84  | 0.468 | 120 | 0.481 | 156 | 0.434 | 192 | 0.379 | 228 | 0.249 | 264 | 0.104 |
| 13  | 0.414 | 49  | 0.490 | 85  | 0.474 | 121 | 0.486 | 157 | 0.437 | 193 | 0.384 | 229 | 0.246 | 265 | 0.104 |
| 14  | 0.421 | 50  | 0.493 | 86  | 0.479 | 122 | 0.491 | 158 | 0.439 | 194 | 0.389 | 230 | 0.242 | 266 | 0.104 |
| 15  | 0.427 | 51  | 0.497 | 87  | 0.483 | 123 | 0.494 | 159 | 0.441 | 195 | 0.393 | 231 | 0.239 | 267 | 0.104 |
| 16  | 0.432 | 52  | 0.499 | 88  | 0.486 | 124 | 0.497 | 160 | 0.441 | 196 | 0.396 | 232 | 0.237 | 268 | 0.104 |
| 17  | 0.436 | 53  | 0.500 | 89  | 0.488 | 125 | 0.499 | 161 | 0.441 | 197 | 0.399 | 233 | 0.234 | 269 | 0.104 |
| 18  | 0.439 | 54  | 0.500 | 90  | 0.489 | 126 | 0.500 | 162 | 0.439 | 198 | 0.401 | 234 | 0.231 | 270 | 0.105 |
| 19  | 0.441 | 55  | 0.499 | 91  | 0.488 | 127 | 0.500 | 163 | 0.436 | 199 | 0.402 | 235 | 0.229 | 271 | 0.104 |
| 20  | 0.441 | 56  | 0.497 | 92  | 0.486 | 128 | 0.499 | 164 | 0.432 | 200 | 0.402 | 236 | 0.226 | 272 | 0.104 |
| 21  | 0.441 | 57  | 0.494 | 93  | 0.483 | 129 | 0.497 | 165 | 0.427 | 201 | 0.402 | 237 | 0.223 | 273 | 0.104 |
| 22  | 0.439 | 58  | 0.491 | 94  | 0.479 | 130 | 0.493 | 166 | 0.421 | 202 | 0.401 | 238 | 0.220 | 274 | 0.104 |
| 23  | 0.437 | 59  | 0.486 | 95  | 0.474 | 131 | 0.490 | 167 | 0.414 | 203 | 0.399 | 239 | 0.217 | 275 | 0.104 |
| 24  | 0.434 | 60  | 0.481 | 96  | 0.468 | 132 | 0.485 | 168 | 0.407 | 204 | 0.397 | 240 | 0.213 | 276 | 0.104 |
| 25  | 0.431 | 61  | 0.474 | 97  | 0.461 | 133 | 0.479 | 169 | 0.398 | 205 | 0.393 | 241 | 0.209 | 277 | 0.104 |
| 26  | 0.427 | 62  | 0.468 | 98  | 0.454 | 134 | 0.473 | 170 | 0.389 | 206 | 0.389 | 242 | 0.204 | 278 | 0.105 |
| 27  | 0.423 | 63  | 0.461 | 99  | 0.447 | 135 | 0.467 | 171 | 0.380 | 207 | 0.385 | 243 | 0.199 | 279 | 0.106 |
| 28  | 0.420 | 64  | 0.453 | 100 | 0.440 | 136 | 0.460 | 172 | 0.371 | 208 | 0.380 | 244 | 0.194 | 280 | 0.108 |
| 29  | 0.416 | 65  | 0.446 | 101 | 0.433 | 137 | 0.453 | 173 | 0.362 | 209 | 0.374 | 245 | 0.188 | 281 | 0.110 |
| 30  | 0.413 | 66  | 0.439 | 102 | 0.426 | 138 | 0.446 | 174 | 0.354 | 210 | 0.368 | 246 | 0.182 | 282 | 0.113 |
| 31  | 0.411 | 67  | 0.432 | 103 | 0.421 | 139 | 0.439 | 175 | 0.346 | 211 | 0.362 | 247 | 0.176 | 283 | 0.117 |
| 32  | 0.409 | 68  | 0.426 | 104 | 0.416 | 140 | 0.433 | 176 | 0.339 | 212 | 0.355 | 248 | 0.170 | 284 | 0.121 |
| 33  | 0.409 | 69  | 0.420 | 105 | 0.413 | 141 | 0.427 | 177 | 0.333 | 213 | 0.348 | 249 | 0.163 | 285 | 0.126 |
| 34  | 0.409 | 70  | 0.416 | 106 | 0.410 | 142 | 0.421 | 178 | 0.329 | 214 | 0.341 | 250 | 0.157 | 286 | 0.132 |
| 35  | 0.411 | 71  | 0.412 | 107 | 0.410 | 143 | 0.417 | 179 | 0.326 | 215 | 0.333 | 251 | 0.150 | 287 | 0.137 |

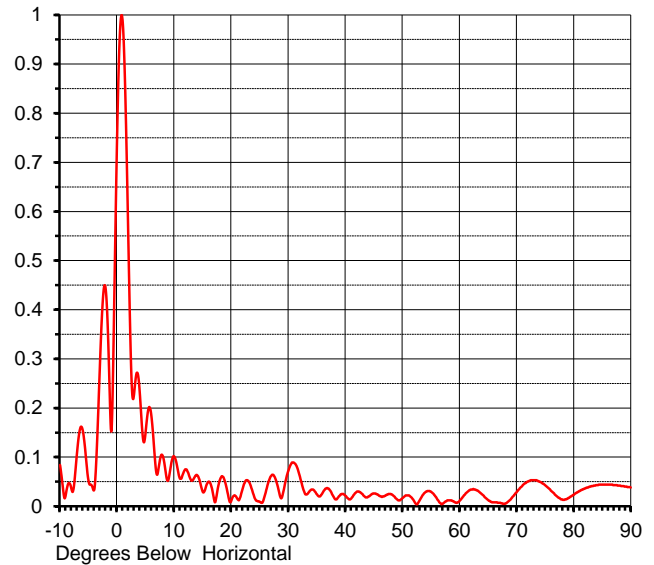
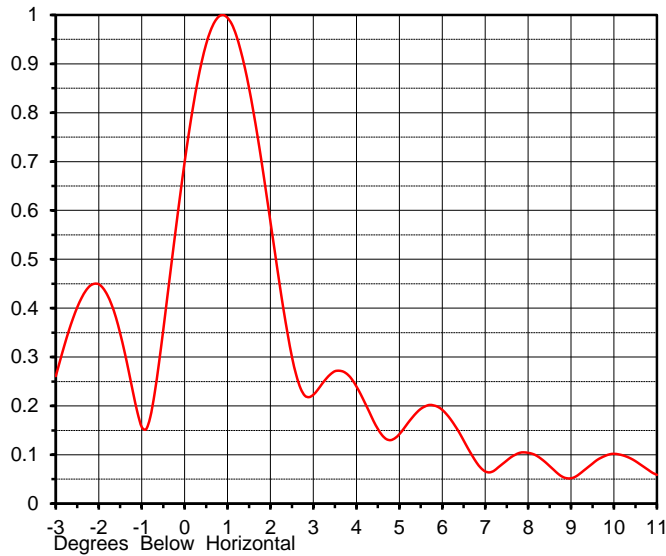
This document contains proprietary and confidential information of Dielectric. It is to be used solely for the purpose for which it is provided. No disclosure, reproduction, or use of this document or any part of it may be made without the written permission of Dielectric.

## ELEVATION PATTERN

Proposal No. **C-70648**  
 Date **31-May-17**  
 Call Letters **KCSM**  
 Channel **27**  
 Frequency **551 MHz**  
 Antenna Type

RMS Directivity at Main Lobe **25.8 ( 14.12 dB )**  
 RMS Directivity at Horizontal **14.9 ( 11.73 dB )**  
**Calculated**

Beam Tilt **0.80 deg**  
 Pattern Number **14U258080**



| Angle | Field | Angle | Field | Angle | Field | Angle | Field | Angle | Field |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| -10.0 | 0.084 | 10.0  | 0.101 | 30.0  | 0.073 | 50.0  | 0.017 | 70.0  | 0.030 |
| -9.0  | 0.023 | 11.0  | 0.056 | 31.0  | 0.088 | 51.0  | 0.022 | 71.0  | 0.043 |
| -8.0  | 0.035 | 12.0  | 0.075 | 32.0  | 0.060 | 52.0  | 0.010 | 72.0  | 0.051 |
| -7.0  | 0.112 | 13.0  | 0.052 | 33.0  | 0.024 | 53.0  | 0.013 | 73.0  | 0.053 |
| -6.0  | 0.153 | 14.0  | 0.063 | 34.0  | 0.034 | 54.0  | 0.029 | 74.0  | 0.050 |
| -5.0  | 0.051 | 15.0  | 0.029 | 35.0  | 0.024 | 55.0  | 0.029 | 75.0  | 0.042 |
| -4.0  | 0.034 | 16.0  | 0.050 | 36.0  | 0.028 | 56.0  | 0.015 | 76.0  | 0.031 |
| -3.0  | 0.293 | 17.0  | 0.012 | 37.0  | 0.036 | 57.0  | 0.005 | 77.0  | 0.020 |
| -2.0  | 0.441 | 18.0  | 0.054 | 38.0  | 0.017 | 58.0  | 0.012 | 78.0  | 0.013 |
| -1.0  | 0.152 | 19.0  | 0.045 | 39.0  | 0.022 | 59.0  | 0.009 | 79.0  | 0.017 |
| 0.0   | 0.759 | 20.0  | 0.012 | 40.0  | 0.021 | 60.0  | 0.012 | 80.0  | 0.024 |
| 1.0   | 0.981 | 21.0  | 0.016 | 41.0  | 0.016 | 61.0  | 0.026 | 81.0  | 0.031 |
| 2.0   | 0.516 | 22.0  | 0.037 | 42.0  | 0.030 | 62.0  | 0.034 | 82.0  | 0.037 |
| 3.0   | 0.233 | 23.0  | 0.051 | 43.0  | 0.024 | 63.0  | 0.032 | 83.0  | 0.041 |
| 4.0   | 0.224 | 24.0  | 0.019 | 44.0  | 0.020 | 64.0  | 0.023 | 84.0  | 0.043 |
| 5.0   | 0.153 | 25.0  | 0.009 | 45.0  | 0.026 | 65.0  | 0.012 | 85.0  | 0.044 |
| 6.0   | 0.183 | 26.0  | 0.028 | 46.0  | 0.021 | 66.0  | 0.008 | 86.0  | 0.044 |
| 7.0   | 0.064 | 27.0  | 0.062 | 47.0  | 0.022 | 67.0  | 0.007 | 87.0  | 0.043 |
| 8.0   | 0.102 | 28.0  | 0.045 | 48.0  | 0.024 | 68.0  | 0.006 | 88.0  | 0.042 |
| 9.0   | 0.055 | 29.0  | 0.025 | 49.0  | 0.014 | 69.0  | 0.016 | 89.0  | 0.040 |
|       |       |       |       |       |       |       |       | 90.0  | 0.038 |

This document contains proprietary and confidential information of Dielectric. It is to be used solely for the purpose for which it is provided. No disclosure, reproduction, or use of this document or any part of it may be made without the written permission of Dielectric.

## Station KCSM-TV • as Channel 27 • San Mateo, California

### Environmental Exhibit

An environmental assessment is not required, as grant of this request would not be considered a major environmental action. KCSM-TV proposes to use its existing Channel 43 antenna on Channel 27. There are no proposed changes to the mounting height of that existing antenna; it will continue to be mounted on an existing registered structure and will not increase the overall height of that structure.

The maximum calculated power density at 2 meters above ground was found to be less than 1% of the 0.367 mW/cm<sup>2</sup> public exposure limit applicable to the frequency of the proposed operation. The proposed operation is therefore categorically excluded under Section 1.1307(b)(3) of the FCC rules from having to consider the contributions of other stations at the site. None of the other factors specified in Section 1.1307 of the Rules are believed to apply.





## Station KCSM-TV • as Channel 27 • San Mateo, California

### 1% Contour Extension over Water

KCSM-TV proposes to use its existing Channel 43 antenna on Channel 27. There are no proposed changes to the mounting height of that antenna. The change in channel causes minor changes to the antenna pattern, which results in the KCSM-TV protected contour extending beyond 1% of its baseline protected contour.

To alleviate this, KCSM-TV proposes to reduce power from the baseline ERP of 363 kW to 334.5 kW. According to the FCC TVStudy software, contour extension would be less than 1% over all *land* areas at the reduced ERP of 334.5 kW. There would be greater than 1% contour extension over water (Pacific Ocean) between 259°T and 281°T. Since this would not affect any people, it is requested that this application be granted. At the slightly reduced power of 334.5 kW the predicted interference-free population is still at least 95% of the KCSM-TV as Channel 27 baseline population.



## **Statement of Sutro Tower, Inc. Regarding Environmental Impact and Permitting**

The subject transmitter site and proposed facility for this application is located at the Sutro Tower shared antenna tower facility and site located on Mt. Sutro in the City and County of San Francisco, California, with its base at an elevation of 834 feet above sea level, supporting a 977 foot (297.7 meter) tall self-supporting tower structure. Sutro Tower is an existing antenna tower structure with FCC antenna structure registration number 1001289 and Federal Aviation Administration (FAA) tower authorization clearance, pursuant to original FCC and FAA construction authority.

Applicant's proposed facility and construction, both in itself, and in conjunction with other concurrent post-spectrum auction repacking of broadcasters located at Sutro Tower, will have no significant environmental impact pursuant to the National Environmental Policy Act (NEPA) and FCC regulations, such that neither an Environmental Impact Statement (EIS) nor Environmental Assessment (EA), must be prepared or filed pursuant to NEPA and FCC regulations. Specifically, this application and applicant's proposed facility involve no circumstances or Commission actions covered by FCC rules requiring an EA (47 C.F.R. Section 1.1307(a) and (b)), are deemed individually and cumulatively to have no significant effect on the quality of the human environment, and are categorically excluded from environmental processing, in that they consist solely of actions and applications described as such by 47 C.F.R. Section 1.1306(b). In substance, applicant's proposed facility is for repacking-driven replacement facilities solely on the existing, previously approved Sutro Tower antenna structure, involving no change to the Tower site, nor increase in Tower height, size or profile, no high intensity lighting, and no human exposure to radio frequency (RF) radiation in excess of the safety standards specified in applicable FCC rules.

RF Exposure Control. Applicant's proposed facility will continue to comply with applicable safety standards for human exposure to radio frequency radiation as specified in FCC rules, 47 C.F.R. Section 1.1307(b), including with respect to members of the public, occupational exposures, and persons authorized access to the transmitter site. RF safety measures include a complete ground-level perimeter security fence around the Tower site preventing public access, with only a single point of authorized entry having security-guard manning on a 24 hour, 7 day, 365 day basis. For occupational and onsite exposure, Sutro Tower has a suite of RF exposure controls in coordination with all site users including RF signage; controlled access to the single elevator which enables workers to be on the Tower above ground level; training of all Tower workers in RF safety protocols; contractor prequalification requirements including for RF safety and Tower safety rules; operating protocols such as broadcast power reduction or ceasing operation and switching to auxiliary antenna broadcasting when workers are on relevant areas of the Tower; RF safety and standards compliance requirements in all Tower user leases, licenses and contractor agreements; and a periodic RF safety measurement program testing numerous locations both onsite, and offsite in the Tower vicinity, conducted by an independent RF engineer in accordance with testing protocols also developed by an independent RF engineering firm.

RF Certification. Applicant certifies the proposed facilities will be in compliance with the applicable RF human exposure limits specified in FCC rules, 47 CFR 1.1310 and 2.1093. Applicant certifies that it, in coordination with other users of the Sutro Tower transmitter site,

will reduce power or cease operation, as necessary to protect persons having access to the site, transmitter and antenna from RF electromagnetic exposure in excess of FCC guidelines.

### **Local Land Use and Environmental Compliance**

As noted above, no Environmental Assessment (EA) or Environmental Impact Statement (EIS) is required for this application or proposed facility pursuant to NEPA and FCC rules including 47 C.F.R. Subpart I (NEPA Implementation) and in particular, Section 1.1306(b). However, we note for informational purposes that the proposed facility in conjunction with other concurrent post-auction spectrum repacking affecting the numerous full power TV broadcast stations operating from Sutro Tower, is subject to compliance with the applicable California Environmental Quality Act (CEQA) and local land use and permitting requirements of the City and County of San Francisco. Sutro Tower is located in an RH-1-(D), residentially oriented zoning district in the central city, existing as a conditionally permitted use pursuant to San Francisco Planning Commission Resolution No. 5967 and Resolution No. 11399, such that any and all San Francisco city building permit applications regarding Sutro Tower, its transmission equipment Building or any part of its site including the Tower are subject to fully discretionary review by the San Francisco Planning Commission prior to permit issuance. Permit approvals by the San Francisco Planning Commission are subject to appeal to the City's governing, popularly elected Board of Supervisors and/or the Board of Permit Appeals.

Applicant's proposed facility and the entire Sutro Tower post-auction spectrum repacking project involve no increase in Tower height, size, profile or overall RF emissions exposure intensity (onsite or offsite). In fact the environmental impact of the current operation of Sutro Tower is expected instead to decrease after completion of the spectrum repacking project. In view of the lack of significant environmental impact, it is anticipated that state and local CEQA environmental review requirements for the project may be addressed through preparation of an Addendum to a prior local Environmental Impact Report for Sutro Tower work, for which requisite local San Francisco permits were issued. In any event, the necessary CEQA environmental and local land use and permitting requirements for the project in San Francisco may involve timing which will not be within applicant's or the site owner Sutro Tower's control, in the final issuance of necessary local San Francisco construction and installation permits

APPENDIX 3-B

Preliminary Repacking Reimbursement Budget



(REFERENCE COPY - Not for submission)

# FCC Form 399: Incentive Auction Relocation Reimbursement Fund System

File Number: **0000028092** | FRN: **0001545185** | Facility ID: **58912**  
 Repack Channel: **27 (UHF)** | Entity: **Broadcaster** | Filing Status: **Submitted**  
 Date Submitted: **07/11/2017**

## Applicant Information

### Applicant Name, Type, and Contact Information

| Applicant  | Address  | Phone             | Email                   | Applicant Type |
|--|--|-------------------|-------------------------|----------------|
| <b>SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT</b><br>Doing Business As: SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT | KCSM - TV<br>1700 W HILLSDALE BLVD<br>SAN MATEO, CA 94402<br>United States | +1 (650) 524-6908 | michele_muller@kcsm.net | Not-for-Profit |

## Reimbursement Contact Information

### Reimbursement Contact Name and Information

| Applicant      | Address | Phone | Email |
|----------------|---------|-------|-------|
| [Confidential] |         |       |       |

## Preparer Contact Information

### Preparer Contact Name and Information

| Applicant   | Address  | Phone             | Email                   |
|---|--|-------------------|-------------------------|
| <b>Michele Muller</b><br><i>Station Manager</i><br><i>KCSM-TV</i> | Michele Muller<br>1700 W Hillside Blvd<br>San Mateo, CA 94402<br>United States | +1 (650) 524-6908 | michele_muller@kcsm.net |

**Broadcaster Information and Transition Plan**

| Question   | Response   |
|--|--|
| Will the station be sharing equipment with another broadcast television station or stations (e.g., a shared antenna, co-location on a tower, use of the same transmitter room, multiple transmitters feeding a combiner, etc.)? If yes, enter the facility ID's of the other stations and click 'prefill' to download those stations' licensing information. | Yes  |
| Briefly describe transition plan   | As is done currently we will share the Sutro Facility with 8 other stations. This will include a lease of our transmitter space (not shared), and sharing the combiner, tower, antenna and transmission lines. |

| Question                              | Response                   |
|---------------------------------------|----------------------------|
| Sharee Station Facility ID            | 25452                      |
| Call Sign                             | KPIX-TV                    |
| Type                                  | Commercial                 |
| Licensee Name                         | CBS BROADCASTING INC.      |
| Status                                | LICENSED                   |
| DTS (Distributed Transmission System) | No                         |
| Community of License                  | SAN FRANCISCO, CA          |
| Pre-auction RF Channel                | 29                         |
| Post-auction RF Channel               | 29                         |
| Neilsen DMA                           | San Francisco-Oak-San Jose |
| Network Affiliation                   |                            |

| Question                              | Response                   |
|---------------------------------------|----------------------------|
| Sharee Station Facility ID            | 51429                      |
| Call Sign                             | KFSF-DT                    |
| Type                                  | Commercial                 |
| Licensee Name                         | UNIMAS SAN FRANCISCO LLC   |
| Status                                | LICENSED                   |
| DTS (Distributed Transmission System) | No                         |
| Community of License                  | VALLEJO, CA                |
| Pre-auction RF Channel                | 34                         |
| Post-auction RF Channel               | 34                         |
| Neilsen DMA                           | San Francisco-Oak-San Jose |
| Network Affiliation                   |                            |

| Question                               | Response                   |
|--|----------------------------|
| Sharee Station Facility ID             | 65526                      |
| Call Sign                              | KRON-TV                    |
| Type                                   | Commercial                 |
| Licensee Name                          | NEXSTAR BROADCASTING, INC. |
| Status                                 | LICENSED                   |
| DTS (Distributed Transmission System ) | No                         |
| Community of License                   | SAN FRANCISCO, CA          |

|                         |                            |
|-------------------------|----------------------------|
| Pre-auction RF Channel  | 38                         |
| Post-auction RF Channel | 7                          |
| Neilsen DMA             | San Francisco-Oak-San Jose |
| Network Affiliation     |                            |

| Question                              | Response                                  |
|---------------------------------------|---|
| Sharee Station Facility ID            | 69619                                     |
| Call Sign                             | KBCW                                      |
| Type                                  | Commercial                                |
| Licensee Name                         | SAN FRANCISCO TELEVISION STATION KBCW INC |
| Status                                | LICENSED                                  |
| DTS (Distributed Transmission System) | No  |
| Community of License                  | SAN FRANCISCO, CA                         |
| Pre-auction RF Channel                | 45  |
| Post-auction RF Channel               | 28  |
| Neilsen DMA                           | San Francisco-Oak-San Jose                |
| Network Affiliation                   |   |

| Question                   | Response |
|----------------------------|----------|
| Sharee Station Facility ID | 34470    |



|  |                                |
|--|--------------------------------|
| Call Sign                                | KGO-TV                         |
| Type                                     | Commercial                     |
| Licensee Name                            | KGO<br>TELEVISION,<br>INC.     |
| Status                                   | LICENSED                       |
| DTS (Distributed<br>Transmission System) | No                             |
| Community of License                     | SAN<br>FRANCISCO,<br>CA        |
| Pre-auction RF<br>Channel                | 7                              |
| Post-auction RF<br>Channel               | 12                             |
| Neilsen DMA                              | San Francisco-<br>Oak-San Jose |
| Network Affiliation                      |                                |

| Question                                    | Response                              |
|---|---------------------------------------|
| Sharee Station<br>Facility ID               | 71586                                 |
| Call Sign                                   | KCNS                                  |
| Type  | Commercial                            |
| Licensee Name                               | NRJ TV SAN<br>FRAN LICENSE<br>CO, LLC |
| Status                                      | LICENSED                              |
| DTS (Distributed<br>Transmission<br>System) | No                                    |
| Community of<br>License                     | SAN FRANCISCO,<br>CA                  |
| Pre-auction RF<br>Channel                   | 39                                    |

---

|                         |    |
|-------------------------|----|
| Post-auction RF Channel | 39 |
|-------------------------|----|

---

|             |                            |
|-------------|----------------------------|
| Neilsen DMA | San Francisco-Oak-San Jose |
|-------------|----------------------------|

---

Network Affiliation

---

| Question | Response |
|----------|----------|
|----------|----------|

|                            |       |
|----------------------------|-------|
| Sharee Station Facility ID | 35703 |
|----------------------------|-------|

---

|           |      |
|-----------|------|
| Call Sign | KTVU |
|-----------|------|

---

|      |            |
|------|------------|
| Type | Commercial |
|------|------------|

---

|               |                              |
|---------------|------------------------------|
| Licensee Name | FOX TELEVISION STATIONS, LLC |
|---------------|------------------------------|

---

|        |          |
|--------|----------|
| Status | LICENSED |
|--------|----------|

---

|  |    |
|--|----|
| DTS (Distributed Transmission System ) | No |
|--|----|

---

|                      |             |
|----------------------|-------------|
| Community of License | OAKLAND, CA |
|----------------------|-------------|

---

|                        |    |
|------------------------|----|
| Pre-auction RF Channel | 44 |
|------------------------|----|

---

|                         |    |
|-------------------------|----|
| Post-auction RF Channel | 31 |
|-------------------------|----|

---

|             |                            |
|-------------|----------------------------|
| Neilsen DMA | San Francisco-Oak-San Jose |
|-------------|----------------------------|

---

Network Affiliation

---

| Question | Response |
|----------|----------|
|----------|----------|

|                            |       |
|----------------------------|-------|
| Sharee Station Facility ID | 35500 |
|----------------------------|-------|

---

|           |      |
|-----------|------|
| Call Sign | KQED |
|-----------|------|

---

|      |                           |
|------|---------------------------|
| Type | Noncommercial Educational |
|------|---------------------------|

---

|               |           |
|---------------|-----------|
| Licensee Name | KQED INC. |
|---------------|-----------|

---

|   |                                  |
|---|----------------------------------|
| Status                                      | LICENSED AND<br>REDUCED<br>POWER |
| DTS (Distributed<br>Transmission<br>System) | No                               |
| Community of<br>License                     | SAN FRANCISCO,<br>CA             |
| Pre-auction RF<br>Channel                   | 30                               |
| Post-auction RF<br>Channel                  | 30                               |
| Neilsen DMA                                 | SAN FRANCISCO-<br>OAK-SAN JOSE   |
| Network Affiliation                         |                                  |

| Transmitters | Section                             | Question | Response                                  |
|--------------|-------------------------------------|----------|---|
|              | <b>Transmitter Related Expenses</b> |          | Do you have transmitter related expenses? |

**Primary  
Transmitter**

**Existing Transmitter Information**

| Section   | Question   | Response          |
|---|--|-------------------|
| <b>Existing Transmitter<br/>Description</b>           | Type of change   | Purchase<br>New   |
|   | Use  | Primary<br>(Main) |
|   | Description of Use   |                   |
|   | Ownership  | Owned             |
|   | Owner  |                   |
|   | Site   |                   |
|   | Is this transmitter currently shared with another station? | No                |
|   | Is this transmitter currently in operating condition?      | Yes               |
| <b>Existing Transmitter<br/>Manufacturer and Type</b> | Manufacturer   |                   |
|   | Model  | Diamond           |
|   | Year   | 2003              |
|   | Type   | Solid state       |
|   | IOT Power Type   |                   |
|   | Description  |                   |
|   | Power capacity   |                   |
|   | Solid State Cooling  | Air               |
|   | Solid State Power Capacity                                 | 19.2 kw           |
|   | Other Transmitter Type                                     |                   |

**Primary  
Transmitter**

**New Transmitter Costs**

| Section         | Question                                  | Response   |
|-----------------|---|--|
| New Transmitter | Use                                       | Primary (Main)   |
|                 | Description of Use                        |  |
|                 | Change Type                               | Purchase New   |
|                 | Is this a request for upgraded equipment? | No   |
|                 | Manufacturer                              |  |
|                 | Model                                     | Maxiva ULXTE 30  |
|                 | Transmitter Type                          | Solid state  |
|                 | IOT Power Type                            |  |
|                 | Other                                     |  |
|                 | Power capacity                            |  |
|                 | Solid State Cooling                       | Liquid   |
|                 | Solid State Power Capacity                | 19.2 kw  |
|                 | Other Transmitter Type                    |  |
|                 | Justification for New Transmitter         | Letter from Gates says:" GatesAir will no longer offer analog to digital conversions, channel change services, or support in field channel changes on the following transmitters: ... Diamond CD." |

**Primary  
Transmitter**

**Other Transmitter Costs**

| <b>Section</b>   | <b>Question</b>   | <b>Response</b>  |
|--|---|--|
| <b>Electrical Service</b>  | Service Entrance (3 phases 800A 208V)   | No   |
|  | Switchgear (industrial 800 amp)   | No   |
|  | Transformer (480V)  | No   |
|  | Power   |  |
|  | Rigid Conduit and Wiring  | Yes  |
|  | Size  | 2 inches   |
|  | Length  | 150.0 feet   |
|  | Other Electrical Service  | Yes  |
|  | Description   | Add switch gear, circuits to main panel, add breakers, to transformer. Add lines to new transmitter and cooling system as required by Gates Air. |
| <b>HVAC Service</b>  | Does the replacement transmitter require HVAC Service?  | Yes  |
|  | Type  | Cooling Only   |
|  | Size  | 5 tons   |
|  | Other Size  |  |
| <b>Transmitter Building Addition/Modification or Leasehold Improvement</b> | Does the Transmitter Building require an addition, modification, other leasehold improvement? | Yes  |
|  | Size  | 500.0 square feet  |

|                         |  |  |
|-------------------------|--|--|
| <b>Channel 14 Costs</b> | Is an RF Consulting Engineer needed?         |  |
|                         | Is a channel 14 Mask Filer needed?           |  |
|                         | Is additional field engineering time needed? |  |
|                         | Number of Days                               |  |

**Primary Transmitter**

**Other Transmitter Cost Not Listed**

| <b>Name</b>                             | <b>Description</b>  |
|---|---|
| <b>seismic kit</b>                      | Required by California State law all rack must have seismic mounting                                |
| <b>Sutro Tower removal and disposal</b> | Removal and disposal of shared equipment and infrastructure   |
| <b>fork lift rental</b>                 | rental of forklift for construction for use at the facility   |
| <b>RF switching</b>                     | Allows switching between load aux antenna and main antenna- must have for Sutro's control system    |
| <b>redundant exciter switchover</b>     | KCSM has two exciters with a switch over device   |
| <b>seismic installation</b>             | using seismic kit provided by Gates contractor installation as required by law for KCSM Transmitter |
| <b>removal and disposal</b>             | KCSM transmitter removal and disposal   |

**Antennas**

| Section                         | Question                              | Response |
|---------------------------------|---------------------------------------|----------|
| <b>Antenna Related Expenses</b> | Do you have antenna related expenses? | Yes      |

**Primary  
Antenna****Existing Antenna Information**

| Section   | Question   | Response           |
|---|--|--------------------|
| <b>Existing Antenna<br/>Description</b>           | Type of change   | Retune<br>Existing |
|   | Antenna Use  | Primary<br>(Main)  |
|   | Description of Use   | N/A                |
|   | Ownership  | Leased             |
|   | Owner  | Sutro Tower        |
|   | Site   | N/A                |
|   | Is the existing antenna shared with another station or stations? | Yes                |
|   | Is the existing antenna directional?                             | Yes                |
|   | Is antenna in operating condition?                               | Yes                |
| <b>Existing Antenna<br/>Manufacturer and Type</b> | Is antenna located on or in close proximity to an antenna farm?  | Yes                |
|   | Class  | Full Power         |
|   | Mounting   | Side-mount         |
|   | Antenna position in stack  | Middle             |
|   | Polarization   | Horizontal         |
|   | Type   | Broadband<br>Panel |
|   | Number of Stations Supported                                     | 3                  |
|   | Number of Panels   | 40                 |
|   | Design power capacity in use                                     | 80.0 %             |
| Lower Limit                                       | 470.00 MHz   |                    |



|                                 |                           |
|---------------------------------|---------------------------|
| Upper Limit                     | 689.00 MHz                |
| Other Antenna Type              | N/A                       |
| ERP: (Effective Radiated Power) | 80.00 kW                  |
| Manufacturer                    | dielectric                |
| Model                           | tum-c5sp-14<br>/60h-2-t-r |
| Year                            | 2003                      |

**Facility ID's and Call Signs of all stations with whom the antenna is shared.**

| Facility ID | Call Sign |
|-------------|-----------|
| 25452       | kpix-tv   |
| 35500       | kqed      |
| 35703       | ktvu      |
| 71586       | kcns      |

**Primary Antenna**

**Adjustment to Existing Antenna**

| Section                               | Question                                      | Response |
|---------------------------------------|---|----------|
| <b>Sweep Test of Existing Antenna</b> | Do you need a sweep test of existing antenna? | Yes      |

**Primary Antenna**

**Other Antenna Costs**

| Section                            | Question                                     | Response   |
|------------------------------------|--|------------|
| <b>Combiner for Shared Antenna</b> | Do you need a Combiner for a Shared Antenna? | Yes        |
|                                    | Type   | New        |
|                                    | Number of channels supported                 | 3          |
|                                    | Frequencies of channels supported            | RF channel |
|                                    | Frequency                                    | N/A        |

Enter a list of RF channel numbers.

| RF Channel Number |
|-------------------|
| 31                |
| 27                |
| 29                |

**Primary Antenna**

**Other Antenna Cost Not Listed**

| Name                        | Description   |
|-----------------------------|---|
| reconnect lines             | connect lines to shared combiner  |
| xray core drill patch       | xray and drill for transmission lines and fill old holes for shared combiner location |
| complex RF testing          | Complex RF testing to verify operation of shared combiner                             |
| Tranmission line and switch | transmission line and switch for shared combiner                                      |
| remove and replace switches | Remove and replace 6 inch switches for shared combiner                                |
| removal and disposal        | remove and dispose of shared old combiner and transmission line                       |

**Auxiliary Antenna**

**Existing Antenna Information**

| Section                      | Question           | Response           |
|------------------------------|--------------------|--------------------|
| Existing Antenna Description | Type of change     | Retune Existing    |
|                              | Antenna Use        | Auxiliary (Backup) |
|                              | Description of Use | Back up antenna    |
|                              | Ownership          | Leased             |
|                              | Owner              | Sutro              |

|   |  |                         |
|---|--|-------------------------|
|   | Site   | N/A                     |
|   | Is the existing antenna shared with another station or stations? | Yes                     |
|   | Is the existing antenna directional?                             | Yes                     |
|   | Is antenna in operating condition?                               | Yes                     |
|   | Is antenna located on or in close proximity to an antenna farm?  | Yes                     |
| <b>Existing Antenna<br/>Manufacturer and Type</b> | Class  | Full Power              |
|   | Mounting   | Side-mount              |
|   | Antenna position in stack  | Middle                  |
|   | Polarization   | Horizontal              |
|   | Type   | Broadband<br>Panel      |
|   | Number of Stations Supported                                     | 5                       |
|   | Number of Panels   | 40                      |
|   | Design power capacity in use                                     | 80.0 %                  |
|   | Lower Limit  | 470.00 MHz              |
|   | Upper Limit  | 698.00 MHz              |
|   | Other Antenna Type   | N/A                     |
|   | ERP: (Effective Radiated Power)<br>.....                         | 80.00 kW                |
|   | Manufacturer   | Dielectric              |
|   | Model  | tua-c4sp-12<br>/40u-1-s |
| Year  | 2007   |                         |

**Facility ID's and Call Signs of  
all stations with whom the  
antenna is shared.**

| Facility ID | Call Sign |
|-------------|-----------|
| 25452       | kpix-tv   |

---

35703

ktvu

---

**Auxiliary  
Antenna**

**Adjustment to Existing Antenna**

| Section                               | Question                                      | Response |
|---------------------------------------|---|----------|
| <b>Sweep Test of Existing Antenna</b> | Do you need a sweep test of existing antenna? | Yes      |

**Auxiliary  
Antenna**

**Other Antenna Costs**

| Section                            | Question                                     | Response   |
|------------------------------------|--|------------|
| <b>Combiner for Shared Antenna</b> | Do you need a Combiner for a Shared Antenna? | Yes        |
|                                    | Type   | New        |
|                                    | Number of channels supported                 | 3          |
|                                    | Frequencies of channels supported            | RF channel |
|                                    | Frequency                                    | N/A        |

**Enter a list of RF channel numbers.**

**RF Channel Number**

27

---

29

---

31

---

**Auxiliary  
Antenna**

**Other Antenna Cost Not Listed**

| Name                         | Description   |
|------------------------------|---|
| <b>transmission line kit</b> | transmission line kit for shared combiner                                       |
| <b>Complex testing</b>       | Complex testing to verify operation   |
| <b>xray core drill patch</b> | xray and drill holes for transmission line for shared combiner. Fill old holes. |

|                                    |  |
|------------------------------------|--|
| <b>Remove old combiner line</b>    | Remove old shared combiner lines                       |
| <b>Reconnect lines</b>             | reconnect lines to shared combiner                     |
| <b>Remove and Replace switches</b> | Remove and replace 6 inch switches for shared combiner |
| <b>Remove old combiner</b>         | Remove old shared combiner                             |

| Transmission Line | Section                            | Question | Response  |
|-------------------|------------------------------------|----------|---|
|                   | Transmission Line Related Expenses |          | Do you have transmission line related expenses? |

| Primary Transmission Line                        | Existing Transmission Line   |          |                  |
|--|--|----------|------------------|
|  | Section  | Question | Response         |
| Existing Transmission Line Description           | Type of change   |          | Utilize Existing |
|  | Use  |          | Primary (Main)   |
|  | Description of Use   |          | N/A              |
|  | Ownership  |          | Leased           |
|  | Owner  |          | Sutro Tower      |
|  | Site   |          | N/A              |
|  | Is the existing transmission line shared with another station or stations? |          | Yes              |
|  | Is Transmission Line in operating condition?                               |          | Yes              |
| Existing Transmission Line Manufacturer and Type | Manufacturer   |          | Dielectric       |
|  | Type   |          | Rigid            |
|  | Diameter   |          | 6 1/8 inches     |
|  | Segment Length   |          | Broadband        |
|  | Other Segment Length   |          |                  |
|  | Number of parallel runs  |          | 1                |
|  | Length   |          | 400 feet per run |

**Facility ID's and Call Signs of all stations with whom the transmission line is shared.**

| Facility ID | Call Sign |
|-------------|-----------|
|-------------|-----------|

|       |         |
|-------|---------|
| 69619 | kbcw    |
| 25452 | kpix-tv |
| 35500 | kqed    |
| 35703 | ktvu    |
| 71586 | kcns    |

**Other Transmission Line Expenses Not Listed**

**Primary  
Transmission  
Line**

| Name                       | Description   |
|----------------------------|---|
| retuning transmission line | Transmission line will require retuning for new channel. this cost is for existing transmission line to shared antennas |

**Auxiliary  
Transmission  
Line**

**Existing Transmission Line**

| Section   | Question   | Response               |
|---|--|------------------------|
| <b>Existing Transmission Line Description</b>           | Type of change   | Utilize Existing       |
|   | Use  | Auxiliary (Backup)     |
|   | Description of Use   | Line to Backup antenna |
|   | Ownership  | Leased                 |
|   | Owner  | Sutro Tower            |
|   | Site   | N/A                    |
|   | Is the existing transmission line shared with another station or stations? | Yes                    |
|   | Is Transmission Line in operating condition?                               | Yes                    |
| <b>Existing Transmission Line Manufacturer and Type</b> | Manufacturer   | Dielectric             |
|   | Type   | Rigid                  |
|   | Diameter   | 8 3/16 inches          |

|                         |                  |
|-------------------------|------------------|
| Segment Length          | Broadband        |
| Other Segment Length    |                  |
| Number of parallel runs | 1                |
| Length                  | 400 feet per run |

**Facility ID's and Call Signs of all stations with whom the transmission line is shared.**

| Facility ID | Call Sign |
|-------------|-----------|
| 25452       | kpix-tv   |
| 35500       | kqed      |
| 35703       | ktvu      |
| 69619       | kbcw      |
| 71586       | kcns      |

**Auxiliary Transmission Line**

**Other Transmission Line Expenses Not Listed**

| Name                       | Description   |
|----------------------------|---|
| retuning transmission line | transmission line will require retuning for new channel |



**Tower Equipment And Rigging Costs**

| Section                                  | Question  | Response |
|--|---|----------|
| Tower Equipment or Rigging Costs Changes | Do you have tower equipment or rigging costs changes? | No       |

**Outside Professional Services Costs**

| Section                                    | Question   | Response   |      |
|--|--|--|------|
| Outside Project Management Services        | Do you require outside project management services?                          | Yes  |      |
|  | Number of Hours  | 100  |      |
|  | Explanation  | Project management is needed to coordinate between Sutro vendors, the transmitter vendor and the College District. The College District will be involved to make sure construction meets or exceeds state and local standards. |      |
| Outside RF consulting Engineering Services | Perform engineering study for new channel assignment and antenna development | Yes  |      |
|  | Prepare engineering section of Form FCC Construction Permit Application      | Yes  |      |
|  | For Auxiliary Facility   | N/A  |      |
|  | For Main Facility  | Yes  | N /A |
|  | Prepare engineering section of Form FCC License to Cover Application         | Yes  |      |

|   |  |     |
|---|--|-----|
|   | For Auxiliary Facility   | Yes |
|   | For Main Facility  | Yes |
|   | Prepare request for Special Temporary Authority  | Yes |
|   | Quantity   | 1   |
|   | Do you have Distributed Transmission System engineering services?                          | N/A |
|   | Critical Facility  | N/A |
|   | Terrain-Shielded Facility  | N/A |
| <b>Attorney and Other Outside Consulting Services</b> | Prepare and file Form FCC Construction Permit Application                                  | Yes |
|   | For Auxiliary Facility   | Yes |
|   | For Main Facility  | Yes |
|   | Prepare and file Form FCC License to Cover Application                                     | Yes |
|   | For Auxiliary Facility   | Yes |
|   | For Main Facility  | Yes |
|   | Prepare request for Special Temporary Authority  | Yes |
|   | Quantity   | 1   |
|   | NEPA Section 106 environmental review  | No  |
|   | Environmental Assessment   | No  |
|   | ASR Modification   | No  |
|   | FAA Consultation (including preparation of FAA Form 7460)                                  | No  |
|   | Negotiation of Lease and other Matter for Shared Locations                                 | No  |
|   | Prepare or Review FCC Form 399 for Reimbursement   | Yes |
|   | Address transition timing and coordination issues w/ other stations and wireless providers | Yes |

|                                      |   |     |
|--------------------------------------|---|-----|
| <b>RF Field Engineering Services</b> | Comprehensive coverage verification via field study | Yes |
|                                      | RF exposure measurements                            | Yes |
|                                      | Additional Field Engineering Service                | No  |
|                                      | Number of Days                                      | N/A |
|                                      | Justification                                       | N/A |

**Other Professional Services Expenses Not Listed**

**Outside Professional Services Costs**

| <b>Name</b>                              | <b>Description</b>  |
|--|---|
| <b>Alternative site study</b>            | A study done by Sutro to investigate other locations should SF not approve permit   |
| <b>Architectural plans</b>               | Architectural plans of Sutro Tower building used to submit building plans for permit  |
| <b>Licensee board legal support</b>      | Station Licensee is governed by a publicly elected board without expertise in broadcast matters and must adhere to procurement laws; needs external legal support |
| <b>Neighborhood survey</b>               | Sutro to conduct a Neighborhood Survey for permit   |
| <b>Building permit</b>                   | Sutro building permit costs for SF permitting process   |
| <b>Post-assignment study</b>             | Sutro study to see how each channel would fit best on the existing tower and how to distribute them to the existing antennas                                      |
| <b>Preliminary repacking study</b>       | Sutro study done to prep for repacking stations   |
| <b>Station consultant</b>                | Limited station staff is working to keep the station on the air and needs substantial outside assistance working specifically on KCSM issues in repacking         |
| <b>Sutro Project management</b>          | Project management for all work on the tower and related facilities   |
| <b>Legal fees - Sutro repack project</b> | Legal fees by Sutro for repacking project   |

|                               |   |
|-------------------------------|---|
| <b>Pemit public relations</b> | Cost to share the permitting information with the SF public |
| <b>Tower mapping</b>          | Tower mapping   |

**Other Expenses**

| <b>Section</b>                      | <b>Question</b>  | <b>Response</b> |
|-------------------------------------|--|-----------------|
| <b>AM Pattern Disturbance</b>       | Is an Impact Study needed?   | No              |
|                                     | Is Remediation needed?   | No              |
| <b>Facility Expenses</b>            | Name   | N/A             |
|                                     | Other Distributed Transmission System Expenses Not listed  | N/A             |
|                                     | Name   | N/A             |
|                                     | Is Notification of a Medical Facility required as a result of DTV broadcasting?                                      | Yes             |
| <b>Permit and Filing Costs</b>      | Local Zoning   | No              |
|                                     | Non-zoning permits   | No              |
|                                     | BLM or NFS Coordination  | No              |
|                                     | FCC Construction Permit Minor Change   | Yes             |
|                                     | FCC License to Cover Application   | Yes             |
|                                     | FCC Special Temporary Authority Application  | Yes             |
| <b>Other Miscellaneous Expenses</b> | Does this relocation require paying Disposal Costs (for equipment and other waste, net of any salvage value)?        | Yes             |
|                                     | Does this relocation require Equipment Delivery or Handling Charges not otherwise included in individual item costs? | Yes             |
|                                     | Does this relocation require Equipment Storage?  | Yes             |
|                                     | Does this relocation require the Development and Airing of an Announcement regarding an upcoming channel change?     | Yes             |
|                                     | Does this relocation require MVPD Notification of a Channel Change?  | Yes             |

**Other  
Expenses**

**Other Expenses Not Listed**

| <b>Name</b>                     | <b>Description</b>  |
|---------------------------------|---|
| <b>RF exposure</b>              | RF exposure measurements internal to the facility                 |
| <b>Sales tax</b>                | Sales tax for all Sutro items and KCSM equipment tax              |
| <b>VSWR monitor</b>             | VSWR monitor and Tower worker lockout system                      |
| <b>Contractor project costs</b> | Costs for construction company to manage the trades work at Sutro |

**Cost Information**

**Transmitters**

Where no predetermined cost estimate is available, any estimate provided will also become the predetermined cost (displayed in italics).

| Description  | Predetermined Cost Estimate | Estimated Cost        | Estimated Cost Justification  | Actual Cost   | Actual Cost Justification |
|--|-----------------------------|-----------------------|---|---------------|---------------------------|
| <b>Primary Transmitter Maxiva ULXTE 30</b>   | <b>\$970,980.68</b>         | <b>\$1,332,930.68</b> |   | <b>\$0.00</b> |                           |
| UHF - Liquid Cooled Solid State Transmitter 14.2 - 20 kW   | \$650,000.00                | \$650,000.00          | N/A   | N/A           | N/A                       |
| 2" Rigid Conduit and Wiring (Cost per foot)  | \$3,750.00                  | \$3,750.00            | N/A   | N/A           | N/A                       |
| Other Electrical Service: Add switch gear, circuits to main panel, add breakers, to transformer. Add lines to new transmitter and cooling system as required by Gates Air. | <i>\$150,000.00</i>         | \$150,000.00          | Add switch gear, circuits to main panel, add breakers, to transformer. Add lines to new transmitter and cooling system as required by Gates Air | N/A           | N/A                       |

|   |                           |              |   |     |     |
|---|---------------------------|--------------|---|-----|-----|
| Other --<br>Building<br>Addition Size:<br>500.0 | <b><i>\$24,260.00</i></b> | \$24,260.00  | Demolition<br>of existing<br>infrastructure<br>to be<br>improved,<br>Fire stop<br>penetrations<br>in our tenant<br>space. Paint<br>spaces that<br>have been<br>impacted by<br>this work   | N/A | N/A |
| seismic kit                                     | <b><i>\$3,268.25</i></b>  | \$3,268.25   | required in<br>the state of<br>California<br>Cost of kit<br>from Gates  | N/A | N/A |
| RF switching                                    | <b><i>\$22,028.43</i></b> | \$22,028.43  | N/A   | N/A | N/A |
| redundant<br>exciter<br>switchover              | <b><i>\$17,250.00</i></b> | \$17,250.00  | N/A   | N/A | N/A |
| 5 Ton system                                    | \$19,250.00               | \$381,200.00 | The current<br>HVAC<br>system is an<br>air cooled<br>system. It<br>takes a large<br>portion of<br>the room. In<br>order to<br>operate both<br>stations for<br>the testing<br>time, the<br>existing<br>system will<br>have to be<br>modified to<br>let the<br>transmitter<br>and liquid<br>cooling be<br>installed | N/A | N/A |



|                                  |                           |                |  |        |     |
|----------------------------------|---------------------------|----------------|--|--------|-----|
| removal and disposal             | <b><i>\$37,905.00</i></b> | \$37,905.00    | Gates air included this in their quote to us. Sutro Tower is a complicated site with little space to temporarily store item for disposal, requiring an almost daily removal of items. This is KCSM cost for disposal | N/A    | N/A |
| seismic installation             | <b><i>\$9,300.00</i></b>  | \$9,300.00     | Seismic installation as quoted by Wadleigh construction  | N/A    | N/A |
| Sutro Tower removal and disposal | <b><i>\$8,333.00</i></b>  | \$8,333.00     | N/A  | N/A    | N/A |
| fork lift rental                 | <b><i>\$25,636.00</i></b> | \$25,636.00    | N/A  | N/A    | N/A |
| <b>Sub-total</b>                 | \$970,980.68              | \$1,332,930.68 | N/A  | \$0.00 | N/A |
| <b>Total for all systems</b>     | \$2,640,108.68            | \$2,955,513.68 | N/A  | \$0.00 | N/A |

### Components

Information not provided.

**Cost Information**

**Antennas**

Where no predetermined cost estimate is available, any estimate provided will also become the predetermined cost (displayed in italics).

| Description   | Predetermined Cost Estimate | Estimated Cost      | Estimated Cost Justification                     | Actual Cost   | Actual Cost Justification |
|---|-----------------------------|---------------------|--|---------------|---------------------------|
| <b>Primary Antenna tum-c5sp-14/60h-2-tr</b>   | <b>\$187,797.00</b>         | <b>\$164,657.00</b> |  | <b>\$0.00</b> |                           |
| New combiner, cost per channel (without antenna)  | \$80,000.00                 | \$56,860.00         | Combiner costs and installation                  | N/A           | N/A                       |
| reconnect lines   | <i>\$18,360.00</i>          | \$18,360.00         | N/A  | N/A           | N/A                       |
| remove and replace switches   | <i>\$6,120.00</i>           | \$6,120.00          | N/A  | N/A           | N/A                       |
| Sweep test of existing antenna  | \$6,400.00                  | \$6,400.00          | N/A  | N/A           | N/A                       |
| UHF - High Power, Side Mount, broadband panel, 40 bay,, 80 kW input, directional,, horizontally polarized | <i>\$0.00</i>               | \$0.00              | N/A  | N/A           | N/A                       |
| xray core drill patch   | <i>\$11,170.00</i>          | \$11,170.00         | Core drill Holes. Fill holes in floor and walls. | N/A           | N/A                       |
| complex RF testing  | <i>\$18,360.00</i>          | \$18,360.00         | N/A  | N/A           | N/A                       |
| Tranmission line and switch   | <i>\$35,147.00</i>          | \$35,147.00         | N/A  | N/A           | N/A                       |

|   |                     |                     |  |               |     |
|---|---------------------|---------------------|--|---------------|-----|
| removal and disposal  | <i>\$12,240.00</i>  | \$12,240.00         | Removal of old combiner and transmission lines for the shared system | N/A           | N/A |
| <b>Auxiliary Antenna tua-c4sp-12/40u-1-s</b>                                    | <b>\$181,979.00</b> | <b>\$149,659.00</b> |  | <b>\$0.00</b> |     |
| Remove old combiner line  | <i>\$6,120.00</i>   | \$6,120.00          | N/A  | N/A           | N/A |
| transmission line kit   | <i>\$46,453.00</i>  | \$46,453.00         | N/A  | N/A           | N/A |
| xray core drill patch   | <i>\$12,406.00</i>  | \$12,406.00         | N/A  | N/A           | N/A |
| Reconnect lines   | <i>\$9,180.00</i>   | \$9,180.00          | N/A  | N/A           | N/A |
| Remove old combiner   | <i>\$6,120.00</i>   | \$6,120.00          | N/A  | N/A           | N/A |
| Remove and Replace switches   | <i>\$6,120.00</i>   | \$6,120.00          | N/A  | N/A           | N/A |
| UHF – Broadband Panel, Side Mount Auxiliary /Interim, 80 horizontally polarized | <i>\$0.00</i>       | \$0.00              | N/A  | N/A           | N/A |
| Sweep test of existing antenna  | \$6,400.00          | \$6,400.00          | N/A  | N/A           | N/A |
| Complex testing   | <i>\$9,180.00</i>   | \$9,180.00          | N/A  | N/A           | N/A |
| New combiner, cost per channel (without antenna)                                | \$80,000.00         | \$47,680.00         | Purchase and Install shared combiner                                 | N/A           | N/A |
| <b>Sub-total</b>  | <b>\$369,776.00</b> | <b>\$314,316.00</b> | N/A  | <b>\$0.00</b> | N/A |

---

|                              |                |                |     |        |     |
|------------------------------|----------------|----------------|-----|--------|-----|
| <b>Total for all systems</b> | \$2,640,108.68 | \$2,955,513.68 | N/A | \$0.00 | N/A |
|------------------------------|----------------|----------------|-----|--------|-----|

---

**Components**

Information not provided.

**Cost Information**

**Transmission Line**

Where no predetermined cost estimate is available, any estimate provided will also become the predetermined cost (displayed in italics).

| Description                        | Predetermined Cost Estimate | Estimated Cost        | Estimated Cost Justification  | Actual Cost   | Actual Cost Justification |
|------------------------------------|-----------------------------|-----------------------|---|---------------|---------------------------|
| <b>Primary Transmission Line</b>   | <b>\$63,000.00</b>          | <b>\$63,000.00</b>    |   | <b>\$0.00</b> |                           |
| retuning transmission line         | <i>\$63,000.00</i>          | \$63,000.00           | This cost is for retuning both main and aux transmission lines 1190 ft of transmission line | N/A           | N/A                       |
| <b>Auxiliary Transmission Line</b> | <b>\$0.00</b>               | <b>\$0.00</b>         |   | <b>\$0.00</b> |                           |
| retuning transmission line         | <i>\$0.00</i>               | \$0.00                | N/A   | N/A           | N/A                       |
| <b>Sub-total</b>                   | <b>\$63,000.00</b>          | <b>\$63,000.00</b>    | N/A   | <b>\$0.00</b> | N/A                       |
| <b>Total for all systems</b>       | <b>\$2,640,108.68</b>       | <b>\$2,955,513.68</b> | N/A   | <b>\$0.00</b> | N/A                       |

**Components**

Information not provided.

**Cost Information** **Tower Equipment and Rigging Costs**  
 Information not provided.

**Cost Information** **Outside Professional Services**

Where no predetermined cost estimate is available, any estimate provided will also become the predetermined cost (displayed in italics).

| Description  | Predetermined Cost Estimate | Estimated Cost      | Estimated Cost Justification   | Actual Cost   | Actual Cost Justification |
|--|-----------------------------|---------------------|--|---------------|---------------------------|
| <b>Outside Professional Services</b>   | <b>\$710,772.00</b>         | <b>\$721,272.00</b> |  | <b>\$0.00</b> |                           |
| Tower mapping  | <i>\$13,877.00</i>          | \$13,877.00         | N/A  | N/A           | N/A                       |
| Architectural plans  | <i>\$56,040.00</i>          | \$56,040.00         | Create existing facility plans for the permit process. This is KCSM's portion of the costs | N/A           | N/A                       |
| Prepare request for Special Temporary Authorization                              | \$1,500.00                  | \$1,500.00          | N/A  | N/A           | N/A                       |
| Address transition timing and coordination issues w/ other stations and wireless | \$2,500.00                  | \$2,500.00          | N/A  | N/A           | N/A                       |
| RF Exposure Measurements   | \$20,000.00                 | \$20,000.00         | N/A  | N/A           | N/A                       |

|                              |                            |              |  |     |     |
|------------------------------|----------------------------|--------------|--|-----|-----|
| Alternative site study       | <b><i>\$58,619.00</i></b>  | \$58,619.00  | study to see if there would be an alternative site if SF does not approve permit for this project  | N/A | N/A |
| Licensee board legal support | <b><i>\$40,000.00</i></b>  | \$40,000.00  | Licensee is owned by a community college district with a publicly elected board that does not have expertise in broadcasting matters. Because of large expenditures, Board will require ongoing engagement with outside counsel. | N/A | N/A |
| Neighborhood survey          | <b><i>\$3,333.00</i></b>   | \$3,333.00   | Perform a survey of the neighbors to submit with the permit application  | N/A | N/A |
| Building permit              | <b><i>\$183,333.00</i></b> | \$183,333.00 | This represents KCSM portion of the building permit costs in San Francisco   | N/A | N/A |

|                             |                           |             |  |     |     |
|-----------------------------|---------------------------|-------------|--|-----|-----|
| Post-assignment study       | <b><i>\$15,563.00</i></b> | \$15,563.00 | This cost is for the study to determine best use of the existing stations after the auction was complete. This is KCSM's portion of that study | N/A | N/A |
| Preliminary repacking study | <b><i>\$24,482.00</i></b> | \$24,482.00 | Study made before the stations were determined to see how to best use what was existing, and its operational standing.                         | N/A | N/A |
| Station consultant          | <b><i>\$40,000.00</i></b> | \$40,000.00 | Additional support is needed to manage the repacking project and work with the staff as they keep the existing facility operational            | N/A | N/A |



|  |                           |             |  |     |     |
|--|---------------------------|-------------|--|-----|-----|
| Sutro Project management                                       | <b><i>\$82,500.00</i></b> | \$82,500.00 | Sutro management of the projects on the tower and in the facility that is not managed by the lessee; based on estimates from Sutro; in addition to KCSM outside project management | N/A | N/A |
| Legal fees - Sutro repack project                              | <b><i>\$22,667.00</i></b> | \$22,667.00 | KCSM's portion of Sutro Tower's legal fees   | N/A | N/A |
| Pemit public relations   | <b><i>\$19,108.00</i></b> | \$19,108.00 | N/A  | N/A | N/A |
| Comprehensive coverage verification via field study, if needed | \$80,000.00               | \$75,000.00 | N/A  | N/A | N/A |

|  |            |             |  |     |     |
|--|------------|-------------|--|-----|-----|
| Prepare and or review reimbursement form   | \$2,500.00 | \$15,000.00 | Final costs TBD (all invoices not yet received); form has required many meetings, telecons, and extensive review and coordination by legal counsel and outside project manager because of complexity of Sutro site | N/A | N/A |
| Prepare engineering section of FCC Form 2100 (main), Construction Permit Application               | \$3,000.00 | \$6,000.00  | Hammet and Edison charge for Study and preparation of form 2100 was \$13000 in total (\$7000 for the channel study and the balance here)   | N/A | N/A |
| Attorney Fees - Prepare and File FCC Form 2100 (main), Construction Permit Application             | \$5,000.00 | \$5,000.00  | N/A  | N/A | N/A |
| Attorney Fees - Aux Antenna, prepare and File Form 2100 Construction Permit or License Application | \$4,000.00 | \$4,000.00  | N/A  | N/A | N/A |

|   |             |             |   |     |     |
|---|-------------|-------------|---|-----|-----|
| Attorney Fees -<br>Prepare and<br>File FCC Form<br>2100 (main),<br>License to<br>Cover<br>Application | \$2,250.00  | \$2,250.00  | N/A   | N/A | N/A |
| Attorney Fees -<br>Prepare and<br>File request for<br>Special<br>Temporary<br>Authorization           | \$3,500.00  | \$3,500.00  | N/A   | N/A | N/A |
| Prepare<br>engineering<br>section of FCC<br>Form 2100<br>(main), License<br>to Cover<br>Application   | \$1,500.00  | \$1,500.00  | N/A   | N/A | N/A |
| Project<br>management of<br>the transition  | \$15,000.00 | \$15,000.00 | College<br>District<br>Construction<br>and Planning<br>department<br>will need to<br>verify that<br>construction<br>is done to<br>state law and<br>education<br>code. | N/A | N/A |
| Perform<br>engineering<br>study for new<br>channel<br>assignment<br>and antenna<br>development        | \$7,000.00  | \$7,000.00  | N/A   | N/A | N/A |

|  |                |                |     |        |     |
|--|----------------|----------------|-----|--------|-----|
| RF Consulting<br>Engineer Fees-<br>Aux Antenna:<br>Prepare<br>engineering<br>section of FCC<br>Form 2100,<br>Construction<br>Permit<br>Application | \$2,000.00     | \$2,000.00     | N/A | N/A    | N/A |
| RF Consulting<br>Engineer Fees-<br>Aux Antenna:<br>Prepare<br>engineering<br>section of FCC<br>Form 2100,<br>License to<br>Cover<br>Application    | \$1,500.00     | \$1,500.00     | N/A | N/A    | N/A |
| <b>Sub-total</b>   | \$710,772.00   | \$721,272.00   | N/A | \$0.00 | N/A |
| <b>Total for all<br/>systems</b>   | \$2,640,108.68 | \$2,955,513.68 | N/A | \$0.00 | N/A |

### Components

Information not provided.

**Cost Information**

**Other Expenses**

Where no predetermined cost estimate is available, any estimate provided will also become the predetermined cost (displayed in italics).

| Description  | Predetermined Cost Estimate | Estimated Cost      | Estimated Cost Justification  | Actual Cost   | Actual Cost Justification |
|--|-----------------------------|---------------------|---|---------------|---------------------------|
| <b>Other Expenses</b>                                    | <b>\$525,580.00</b>         | <b>\$523,995.00</b> |   | <b>\$0.00</b> |                           |
| FCC Filing Fees - Form 2100 license to cover application | \$325.00                    | \$0.00              | N/A   | N/A           | N/A                       |
| VSWR monitor   | <i>\$96,125.00</i>          | \$96,125.00         | N/A   | N/A           | N/A                       |
| Contractor project costs                                 | <i>\$214,371.00</i>         | \$214,371.00        | Contractor project management, profit and overhead, and general conditions for the KCSM leased space as quoted by Wadleigh Group (attached) | N/A           | N/A                       |
| DTV Medical Facility Notification                        | \$11,000.00                 | \$11,000.00         | N/A   | N/A           | N/A                       |
| FCC Filing Fees - Form 2100 minor change CP application  | \$1,070.00                  | \$0.00              | N/A   | N/A           | N/A                       |
| Develop and air announcement of upcoming channel change  | <i>\$7,000.00</i>           | \$7,000.00          | This cost is to make on air announcements and messages for Web and print  | N/A           | N/A                       |
| RF exposure  | <i>\$3,333.00</i>           | \$3,333.00          | N/A   | N/A           | N/A                       |

|  |                     |                |  |        |     |
|--|---------------------|----------------|--|--------|-----|
| Equipment Storage  | <i>\$2,500.00</i>   | \$2,500.00     | Storage for KCSM equipment for the repacking project   | N/A    | N/A |
| FCC Filing Fees - Special Temporary Authorization request                | \$190.00            | \$0.00         | N/A  | N/A    | N/A |
| Disposal Costs (for equipment and other waste, net of any salvage value) | <i>\$8,333.00</i>   | \$8,333.00     | N/A  | N/A    | N/A |
| Equipment Delivery and Handling Charges                                  | <i>\$52,833.00</i>  | \$52,833.00    | This includes KCSM's share of a rental space to store and deliver equipment until ready to install | N/A    | N/A |
| MVPD Notification of Channel Change                                      | <i>\$10,000.00</i>  | \$10,000.00    | A cost to notify MVPD's of channel changes   | N/A    | N/A |
| Sales tax  | <i>\$118,500.00</i> | \$118,500.00   | California sales tax   | N/A    | N/A |
| <b>Sub-total</b>   | \$525,580.00        | \$523,995.00   | N/A  | \$0.00 | N/A |
| <b>Total for all systems</b>   | \$2,640,108.68      | \$2,955,513.68 | N/A  | \$0.00 | N/A |

## Components

Information not provided.

**Cost Information**

**Grand Total**

|                              | <b>Predetermined Cost Estimate</b> | <b>Estimated Cost</b> | <b>Actual Cost</b> |
|------------------------------|------------------------------------|-----------------------|--------------------|
| <b>Total for all systems</b> | \$2,640,108.68                     | \$2,955,513.68        | \$0.00             |

**Construction Status**

| <b>Question</b>           | <b>Response</b> |
|---------------------------|-----------------|
| Is construction complete? | No              |

| Certification | Section   | Question  | Response |
|---------------|---|---|----------|
|               | <p><b>Submission of Estimated Expenses Statements</b></p> | <p>WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a) (1), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503), AND ANY FALSE STATEMENTS COULD SUBJECT THIS ENTITY TO LIABILITY UNDER THE FALSE CLAIMS ACT.</p> |          |



1. The Authorized Person signing below certifies that he/she is authorized to submit this TV Broadcaster Relocation Fund Reimbursement Form on behalf of the above-named entity.
2. The above-named entity acknowledges that all certifications and attached documentation are considered material representations.
3. The above-named entity acknowledges the submission of the information herein creates no obligation on the part of the government to pay any amount.
4. The above-named entity certifies that the equipment and services paid for with money from the TV Broadcaster Relocation Fund are necessary to change channels (broadcasters) or to continue to carry the signal of a broadcaster that changes channels (MVPD).
5. The above-named entity certifies that all payments from the TV Broadcaster Relocation Fund (Fund) received by the entity listed on this form will be used only for expenses that are eligible for reimbursement from the Fund.
6. The above-named entity certifies that it will maintain and provide to the Commission detailed records, including receipts, of all costs eligible for reimbursement actually incurred.
7. The above-named entity acknowledges that overpayments or payments in error must be promptly refunded to the Commission.
8. The above-named entity certifies that it is in full compliance with all statutes, rules, regulations and governmental requirements for which compliance is a pre-requisite for obtaining the payments herein requested.

I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.

**Kathy Blackwood**  
*Executive Vice Chancellor*

07/11/2017

## Attachments

| File Name  | Description |
|--|-------------|
| <u>07-07-17 version Sutro Tower Repacking Estimate Package reduced.pdf</u> |             |
| <u>kcsn 399 attachment.pdf</u>   |             |



## Station Specific Costs for Repacking

KCSM-TV television station is licensed to the San Mateo County Community College District, made their broadcast debuts in 1964. The station was originally established as student broadcast training facilities. Today, the station has professional staffs operating full service public television station and continue to serve as learning laboratories for students enrolled in the College of San Mateo Broadcasting Arts Department.

KCSM has been on the "C" Stack on Sutro Tower with KQED, KMPT, KCNS. We will be reassigned to the "B" stack with KPIX and KTVU. Being unsure how to address the sharing partners was not clear, so we included all of the stations in our list of stations sharing antennas and transmission line.

KCSM's infrastructure is unique at Sutro Tower. There is much work to do especially as it comes to HVAC. The current space has air cooling and takes a large portion of the transmitter room with its fans and filtering. To be able to run both transmitters with chilled water and chilled air will be a difficult orchestration. To fit the additional transmitter into the existing facility and add the chilled water cooling is why the expense is so high for this item.

In this document you will find the estimated costs to make the transitions from channel 43 to channel 27 for the FCC post auction repacking. These costs are for the transmission system and improvements necessary for the tenant specific costs. There is an additional attachment for the shared Sutro Tower facility costs.

Following Documents:

Gates statement about retuning the transmitter

Gates quote for the new transmitter

Wadleigh Quote for leasehold improvements.



5300 Kings Island Dr  
Mason, OH USA 45040  
513.459.3400  
gatesair.com

January 1, 2017

GatesAir periodically reviews product support capability, parts availability, the number of units still in service and changes in the marketplace in order to ensure we are able to provide reliable service to our customers. With the approach of the spectrum repack in the US, we have had to evaluate the potential to retune older out of production transmitters to new channels.

Several transmitters including: Platinum, Platinum CD, Platinum-I, Sigma, Sigma CD, Diamond CD and Ranger have reached a point where numerous parts are no longer available from our suppliers and rapid on-going technology advancements are making it harder to find equivalent parts or recommend other solutions. While we have adequate stock of these hard to find parts to support ongoing operation of units in the field, the limited nature of key components impacts our ability to support new amplifiers and channel changes to these transmitters.

Because of these issues, effective January 1, 2017, GatesAir will no longer offer analog to digital conversions, channel change services, or support in field channel changes on the following transmitters: Platinum, Platinum CD, Platinum-I, Sigma, Sigma CD, Diamond CD and Ranger. GatesAir will continue to carry the inventory of parts currently in-house and will supply parts still available in the marketplace moving forward. For availability of specific parts, please phone our parts department at (217) 221-7500, or if you prefer, contact us by e-mail at [support@gatesair.com](mailto:support@gatesair.com).

GatesAir recognizes that service is important to our customers, which is why we have taken these steps to safeguard the ongoing service of these legacy television transmitters. We greatly appreciate your business and hope GatesAir may continue to serve your support requirements today and in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rich Redmond".

Rich Redmond

Chief Product Officer



MA PRA 00140



To:

KCSM-TV

Attn: Michele Muller  
Phone: 650-524-6908  
Email: michele\_muller@kcsfm.net

From:

GatesAir, Inc  
5300 Kings Island Drive, Suite 101  
Mason, OH 45040 USA

Neville Cumming  
Global Sales  
Email: neville.cumming@gatesair.com  
Phone: (408) 332-3441  
Mobile:

Summary - All Prices in USD

|                            |                                    |
|----------------------------|------------------------------------|
| Subtotal: \$ 609,130.03    | Shipping and Handling: \$ 7,900.00 |
| Grand Total: \$ 617,030.03 |                                    |

Is the purchase of this equipment or services exempt from sales tax? YES or NO

If NO - sales tax will be added to your invoices at the rate assigned to the ship to address.

If YES - Sales Tax Exemption Number \_\_\_\_\_ COPY OF CERTIFICATE MUST BE ATTACHED

Who can we contact regarding sales tax questions on behalf of your company?

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_



Bill To:  
KCSM-TV

Ship To:  
KCSM-TV  
1700 West Hillsdale Boulevard Building 9 Flr/Room 143  
San Mateo, CA 94402  
USA

Attn: Michele Muller

Attn: Michele Muller

Quote #: GA-00021273

Payment Terms:

Effective Date: 4/19/2017

Valid Through: 6/28/2017

Send Orders To: [orders@gatesair.com](mailto:orders@gatesair.com)

Freight Terms:

Estimated Shipment from factory:

**A. TRANSMITTER**

**Total Price Subtotal : \$ 536,162.55**

| No.  | Product Name | Quantity | Long Product Description   | Net Price     | Ext. Price    |
|------|--------------|----------|--|---------------|---------------|
| 1.00 | GA999TP      | 1.00     | <p>TRANSMITTER, UAXTE-32R44</p> <p>Maxiva Series High Efficiency UAXTE-32R44 Air-Cooled, Solid-State, Digital Television Transmitter. Band IV/V, 470-750MHz. 3-1/8" transmitter output connector. Transmitter mounted in (3) 44RU Racks.</p> <p>E-Type Band A Power Amplifier Module Pre-Filter Power 19200W Average</p> <p>Single-Phase, 208-240 Volts -15%/+10%, 47-63Hz.</p> <p>Optional: Three-Phase, 208-240 or 380-415 Volts, -15%/+10%, 47-63Hz (see Transmitter Technical Manuals for AC installation information)</p> <p>TRANSMITTER INCLUDES:</p> <p>(1) 2 RU Multi-Standard Exciter/Driver with:</p> <ul style="list-style-type: none"> <li>- Modulation software upgradeable</li> <li>- Supports a full range of digital broadcast standards, including</li> </ul> | \$ 517,500.00 | \$ 517,500.00 |



| No. | Product Name | Quantity | Long Product Description   | Net Price | Ext. Price |
|-----|--------------|----------|--|-----------|------------|
|     |              |          | <p>ATSC, DVB-T/H, DVB-T2, ISDB-T, DTMB, DAB/DAB+/DMB. It is upgradeable to future new modulations, including ATSC 3.0, as they become available</p> <ul style="list-style-type: none"> <li>- RTAC(TM) (Real-Time Adaptive Correction)</li> <li>- Easy-to use operator interface via standard Web browser and external PC</li> <li>- Built-in compliance monitoring (limited suite)</li> <li>- Two inputs any combination of ASI or SMPTE 310M with auto switching</li> <li>- Dual redundant TSoIP inputs, with seamless switching</li> <li>- 10MHz and 1PPS inputs</li> <li>- Integrated GPS (Antenna sold separately)</li> <li>- Built in UPS</li> <li>- For ATSC modulation optional SFN (software key required)</li> </ul> <ul style="list-style-type: none"> <li>- (1) UHF Broadband LDMOS Power Amplifier</li> <li>- (1) PA Power Supply</li> </ul> <p>(3) 3 RU IPA Driver Unit with Power supply</p> <p>HIGH EFFICIENCY POWER AMPLIFIER BLOCKS:</p> <p>(32) 3 RU High Efficiency Amplifier Block, including:</p> <ul style="list-style-type: none"> <li>- (3) UHF High efficiency LDMOS Power Amplifier Pallets</li> <li>- (1) PA Power Supply for COFDM Modulation for ATSC modulation an additional supply is provided</li> </ul> <p>(4) 8-WAY PA Block Hybrid Combiners</p> <p>Transmitter mounted in three 44RU Racks including:</p> <ul style="list-style-type: none"> <li>- (3) 44RU Racks</li> <li>- 3-1/8" RF output connector at top of rack for easy RF connection</li> </ul> <p>(1) Pre-filter measurement coupler<br/> (1) Low Pass (Harmonic) Filters</p> |           |            |



| No.  | Product Name   | Quantity | Long Product Description   | Net Price    | Ext. Price   |
|------|----------------|----------|--|--------------|--------------|
|      |                |          | (1) Factory Test at Rated Customer Power<br>(1) Maxiva UAXT Series Transmitter Manual<br>(3) Integrated AC distribution panels, one in each rack.<br>NOTE: Transmitter requires three AC line feeds, one per cabinet<br><br>- Options (not included, sold separately):<br>- Secondary Exciter (Dual Exciter Option)<br>- Exhaust Air ducting system one per Rack   |              |              |
| 2.00 | PA-UAXT-BROADB | 32.00    | ASSY, PA MODULE, UAXTE, BAND "A" E TYPE<br>"PALLET/MODULE TYPE A" 888 E TYPE DEVICE<br>UHF 470-590MHz BANDED MODULE<br>"FOR PA MODULE SELCTION WITH MAIN TRANSMITTER LINE ITEM"<br>"MUST HAVE TRANSMITTER LINE ITEM"   | \$ 0.00      | \$ 0.00      |
| 3.00 | UAXT-DD        | 1.00     | KIT, UAXTE DUAL DRIVE ASSEMBLY<br>Includes: (1) 2 RU Multi Standard Exciter/Driver with:<br>- Modulation software upgradeable - Supports a full range of digital broadcast standards, including ATSC, DVB-T/H, DVB-T2, ISDB-T, DTMB, DAB/DAB+/DMB. It is upgradeable to future new modulations, including ATSC 3.0, as they become available<br>- RTAC(TM) (Real-Time Adaptive Correction)<br>- Easy-to use operator interface via standard Web browser and external PC<br>- Built-in compliance monitoring (limited suite)<br>- Two inputs any combination of ASI or SMPTE 310M with auto switching<br>- Dual redundant TSoIP inputs, with seamless switching<br>- 10MHz and 1PPS inputs<br>- Integrated GPS (Antenna sold separately)<br>- Built in UPS<br>-For ATSC modulation optional SFN (software key | \$ 16,500.00 | \$ 16,500.00 |





| No.  | Product Name        | Quantity | Long Product Description  | Net Price   | Ext. Price  |
|------|---------------------|----------|---|-------------|-------------|
|      |                     |          | required)<br><br>(1) Dual Drive Control Unit 1RU including:<br>- Web Remote with RJ45 connector<br>- External I/O with parallel remote interface<br>Hardware , Wiring, & RF exciter switch assembly |             |             |
| 4.00 | UAX-SW-AT           | 2.00     | ATSC Modulation Software for UAXTE Products   | \$ 0.00     | \$ 0.00     |
| 5.00 | 9710078040          | 1.00     | UAXTE TABLET PC OPTION<br>INCLUDES: 7" TABLET PC , 1 RU RACK MOUNT<br>TABLET HOLDER, WIRLESS INTERFACE. FOR USE<br>WITH THE MSC OR UAXTE & VAX3D PRODUCTS.  | \$ 734.73   | \$ 734.73   |
| 6.00 | 9810090578          | 1.00     | KIT, UAXTE I/O D/D RACK IO PLATE, CABLES,<br>BOARD...   | \$ 1,427.82 | \$ 1,427.82 |
| 7.00 | UAX-<br>1YRWARRANTY | 1.00     | Maxiva UAXTE STD 1 year Warranty<br>Valid for 15 months from date of shipment<br>Additional Details of this warranty are covered in<br>the GatesAir General Terms and Conditions.                   | \$ 0.00     | \$ 0.00     |

**B. MASK FILTER SYSTEM**

**Total Price Subtotal : \$ 46,164.35**

| No.  | Product Name          | Quantity | Long Product Description  | Net Price    | Ext. Price   |
|------|-----------------------|----------|---|--------------|--------------|
| 1.00 | GA999TO               | 1.00     | #FLUA-25000-6AT Reflective Standard ATSC Mask<br>Filter, 25000W<br>Air Cooled, UHF, 6 Pole filter, Factory Tunable<br>Band Width 6MHZ, 3-1/8in Un-Flanged Input &<br>Output           | \$ 36,923.20 | \$ 36,923.20 |
| 2.00 | 9710078042            | 1.00     | KIT, UAXTE RF ACCESSORIES 3-1/8", DUAL LPU<br>Includes:<br>POST FILTER COUPLER, CABLES AND ATTENUATORS<br>FOR RTAC AND FWD/RFLD SAMPLES   | \$ 943.50    | \$ 943.50    |
| 3.00 | STDLINEKT3-<br>1810FT | 3.00     | RF XMSN LINE 3-1/8 10FT KIT<br>CONTAINS:<br>QTY (1) 10FT PIECE OF 3-1/8 XMSN LINE<br>QTY (2) UNFLANGED TO FLANGED ADAPTERS<br>QTY (4) BULLETS<br>QTY (3) COUPLING SLEEVES WITH INNERS | \$ 2,595.88  | \$ 7,787.65  |



| No.  | Product Name | Quantity | Long Product Description   | Net Price | Ext. Price |
|------|--------------|----------|--|-----------|------------|
|      |              |          | QTY (4) 90 DERGEE EQUAL LENGTH UN-FLANGED ELBOW  |           |            |
| 4.00 | UAXINSTALL   | 1.00     | Kit, Install Material, Maxiva UAX. Includes Material to install PA CAB, Unistrut 10 Ft Length, Gnd Strap, Interlock Wire | \$ 510.00 | \$ 510.00  |

**C. ELECTRICAL**

**Total Price Subtotal : \$ 4,309.03**

| No.  | Product Name      | Quantity | Long Product Description  | Net Price   | Ext. Price  |
|------|-------------------|----------|---|-------------|-------------|
| 1.00 | 7401278000        | 1.00     | PARALLEL SURGE SUPPRESSOR, FOR 3PH WYE OR DELTA. Parallel surge protection device combining spark gap type 1 lighting protection and pluggable MOV type 2 transient protection in a NEMA 4X polycarbonate enclosure for 115V-200V, 120V-208V, 120V-240V, 240V-277V & 380V-415V 3 phase Wye or Delta applications with common neutral & ground or Separate neutral & ground. | \$ 1,510.82 | \$ 1,510.82 |
| 2.00 | 480TO208-112.5KVA | 1.00     | 112.5 Kva Transformer three phase 480v Delta primary, 208v Wye secondary, K-13 Rated  | \$ 2,798.21 | \$ 2,798.21 |

**D. INSTALLATION & PROOF**

**Total Price Subtotal : \$ 22,494.10**

| No.  | Product Name | Quantity | Long Product Description  | Net Price    | Ext. Price   |
|------|--------------|----------|---|--------------|--------------|
| 1.00 | GA999TS      | 1.00     | UAXTE-32R44 INSTALL COMM.<br>GatesAir Standard Terms and Conditions Apply<br>Includes labor and expenses for GatesAir Service representative(s) to perform work on site. Labor and expenses for this budgetary quote are subject to change once a site survey is completed.<br>Includes complete installation and interconnection of a (3) PA cabinets UAXTE-32R44 transmitter system, (1) ATSC RF mask filter (air cooled), (1) system test load, and (1) Parallel Surge Suppressor.<br>Includes installation of RF components utilizing clip coupling components and assumes no soldering is necessary on site. | \$ 22,494.10 | \$ 22,494.10 |



| No. | Product Name | Quantity | Long Product Description  | Net Price | Ext. Price |
|-----|--------------|----------|---|-----------|------------|
|     |              |          | <p>Includes complete system commissioning into know good test load, commissioning test will be performed utilizing GatesAir calibrated test equipment and standard commissioning test/documentation to GatesAir standard specifications.</p> <p>Project will be considered and planned to be a start to finish project without delay from installation to commissioning of system into known good test load. Assumes all GatesAir supplied equipment has been delivered to site prior to GatesAir's arrival to site. Any customer issues or delays that delay the project past the projected time on site will be charged to the customer at GatesAir standard Rates and Expenses.</p> <p>Project details and assumptions:<br/>           Assumes all GatesAir supplied equipment has been delivered to site prior to GatesAir's arrival.<br/>           Assumes site access a minimum of 6 days a week and 10 hours per day.<br/>           Assumes there is adequate space within the facilities to support the installation of all supplied equipment without the removal of any existing equipment.<br/>           Assumes adequate and proper space existing external to the building to support cooling system.<br/>           Assumes appropriate electrical and HVAC work to support new equipment has been completed prior to GatesAir's.<br/>           Assumes customer hired electrician shall be on site day of or day after GatesAir's arrival to site to discuss equipment layout and final AC connection to each. Assumes electrical work can be completed without delaying installation and commissioning of equipment.<br/>           Assumes customer qualified staff shall be available to support GatesAir Service Representative with appropriate site access and other needs as they arise. Work schedule shall be 6 days a week and a minimum of 10 hours per day unless other arrangements are negotiated prior to project start dates.<br/>           Assumes customer's antenna connection is within 12ft of location of RF mask filter.</p> |           |            |



| No. | Product Name | Quantity | Long Product Description  | Net Price | Ext. Price |
|-----|--------------|----------|---|-----------|------------|
|     |              |          | <p>Does not include repair of any existing transmitters/s or any other customer equipment that will be reused in final configuration. Repairs if required and agreed upon will be charged at the standard GatesAir daily rates plus expenses. Does not include any disposal of any equipment that may have been removed during installation process. Customer shall be responsible for proper storage or disposal. Does include the De-installation and removal of the existing transmitters currently on site.</p> <p>Does not include Installation or Commissioning Services of any GatesAir supplied equipment as related to towers, antennas or transmission line from tower to building. Does not include any work beyond commissioning and operational testing of any GatesAir supplied remote control equipment at site, customer responsible for configuration and connection to any link to studio that may exist.</p> <p>Please refer to GatesAir Standard Terms and Conditions of installation for other details</p> <p>Does not include any taxes, duties or VAT as related to services performed on -site.</p> |           |            |

|                                |                                   |
|--------------------------------|-----------------------------------|
| <b>Subtotal:</b> \$ 609,130.03 | <b>Grand Total:</b> \$ 617,030.03 |
|--------------------------------|-----------------------------------|

This Quote, and any Order resulting from this Quote, is subject to the Standard Terms and Conditions of Sale for GatesAir which are located at <http://www.gatesair.com/company/legal-compliance/terms-conditions.aspx> and which are incorporated herein by reference. The Standard Terms and Conditions of Sale for GatesAir shall apply to the exclusion of any other terms and conditions except where expressly agreed in writing and signed by GatesAir. For a hardcopy of these terms and conditions, please call (U.S.) 303-476-5000, fax your request to 303-476-5025, or email your request to [BCDContracts@gatesair.com](mailto:BCDContracts@gatesair.com).



As a part of its marketing efforts, GatesAir may publish general information about this order including customer name, solutions acquired, application for which the solutions are intended, and deal value. GatesAir will not publicize specific prices or other specific Confidential Information.

\_\_\_ I do not authorize GatesAir to publicize this order.

-----

GatesAir Approval: -----

Neville Cumming , Global Sales

Customer Approval: -----

Title: -----

Date: -----

Purchase Order #: -----

Fax signed quote to: -----

or email to [neville.cumming@gatesair.com](mailto:neville.cumming@gatesair.com).

# WADLEIGH GROUP INC.

GENERAL CONTRACTORS

DEVELOPMENT MANAGEMENT CONSULTATION

P: 415.497.5118 f: 415.258.9030

e: [tim@wadleighgroup.net](mailto:tim@wadleighgroup.net)

Lic. 1014801

Project address: Sutro Tower  
1 LaAvanzada St. suite 213  
San Francisco, Ca. 94131

Contact: Michele Muller  
(650) 524-6908  
Michele\_Muller@kcsn.net

Engineer: TBD

Date: June 30, 2017

Subject: Estimate for listed portion of Repacking Project.

Attn: Michele Muller

Dear Ms. Muller

The following is an estimate of scope and pricing for the Repacking Project at Sutro Tower. The items of scope and values in this estimate are a mirror image of the spreadsheet dated June 20, 2017. You can find the spreadsheet at the back of the Sutro Tower Meeting Documentation packet dated June 21, 2017.

Thank you for considering Wadleigh Group Inc. for the following scope of work.

**MA PRA 00150**

**Scope of work:**

**Demolition**

Work area containment, removal and disposal of existing infrastructure to be improved.

**Total this item** **\$12,140.00**

**Paint**

Interior paint at suite 213.

**Total this item** **\$8,260.00**

**Electrical**

Engineering, SFDBI electrical permit, pipe and wire required for new transmitter.

**Total this item** **\$150,000.00**

**HVAC**

Engineering, SFDBI mechanical permit, equipment, ductwork, controls and installation.

**Total this item** **\$381,200.00**

**Fire Stop**

Fire stop at new wall, floor and ceiling penetrations.

**Total this item** **\$3,860.00**

**Seismic**

City of San Francisco required seismic strapping and anchoring.

**Total this item** **\$9,300.00**

**P&O**

18% profit and overhead.

**Total this item** **\$101,656.80**

**General Conditions**

15% general conditions.

**Total this item** **\$84,714.00**

**Supervision**

(5.5) weeks supervision.

**Total this item**

**\$28,000.00**

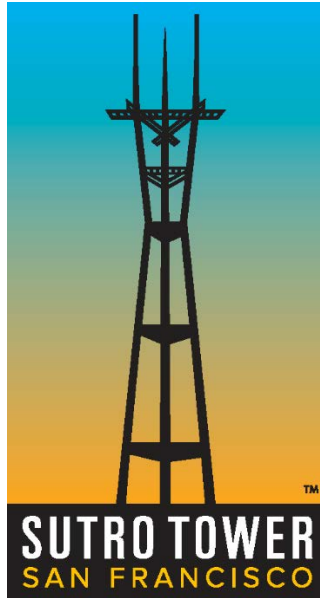
**Total estimated cost of the above scope**

**\$779,130.80**

We appreciate the opportunity to work with you.

Thank you,  
Tim Wadleigh





**Sutro Tower, Inc.**

**Master Estimate Package**

**In support of Sutro Tower TV Stations**

**Created by:**

Eric Dausman,  
VP & COO  
Sutro Tower, Inc.  
1 La Avanzada Street  
San Francisco, CA 94131  
415-681-8851  
[ericd@sutrotower.com](mailto:ericd@sutrotower.com)

*July 7, 2017 Edition*



## **Cost Proposals**

## **Best Endeavours**



Best Endeavours, Inc.  
39 Austin Street  
Wakefield, RI 02879

cell 301-748-9500  
office 530-305-7524  
28 June 2017

Eric Dausman  
Sutro Tower, Inc.  
1 La Avanzada Street  
San Francisco, CA 94131

### **Proposal 17.111**

This Proposal is for the labor and per diem for 10 different projects that are associated with the FCC RePack project for Sutro Tower, Inc.

#### **Proposal Pricing:**

**Remove old KGO TX Line= \$158,000.00**  
**Install new KGO TX Line= \$341,000.00**  
**Remove old KGO aux. antenna= \$63,000.00**  
**Remove old KGO aux TX Line= \$60,000.00**  
**Install new KRON TX Line= \$345,950.00**  
**Remove old KBCW waveguide= \$210,000.00**  
**Install new KBCW TX Line= \$447,150.00**  
**Install new KGO/KRON aux ant.= \$126,000.00**  
**Install new KGO/KRON aux TX Line= \$287,925.00**  
**Remove old waveguide ladder from B & C legs= \$168,000.00**

#### **Difficulties in the Scope of Work at Sutro Tower**

Due to the extremely rare structural design of the Sutro tower it is unlike any other communication tower in the world. The bottom 560' has an 11 degree taper/slope and the next 200' has an negative 13 degree taper/slope; that is all enclosed/encased in siding/skin. Multiple entry points will have to be created/cut/reinforced/etc. in the structure's siding/skin to allow access into the legs where the transmission lines will be either removed or installed. Additionally many other items (transformers, equipment cabinets, transmission lines, conduit and electrical circuits, fall protection equipment, etc.) will need to be temporarily moved or relocated to gain efficient access in order to install or remove the transmission lines. It is not a typical "straight stick" (guyed tower) or self supporting tower. Material handling equipment and rigging will need to be engineered and developed to safely and effectively transport the 20' line sections up and down the +11 deg and -13 deg tower legs.

## **Considerations**

- A-This proposal assumes all necessary permits and licenses are to be the responsibility of others.
- B-This proposal does not include any work outside of the above SOW.
- C-This proposal is given on a “Time and Materials” basis only.
- D-This proposal is for Labor and rigging services only.

## **Terms and Conditions**

1. All work to be performed during day light hours and in an RF free environment unless specified in the scope of work.
2. No work will be done when adverse weather conditions affect either the quality of the work or the safety of the worker.
3. Any additional work, outside of the above Scope of Work, will be billed per the current Best Endeavours, Inc. rate sheet plus current GSA rate for per diem and cost plus 20% on required materials.
4. Weather days, if incurred, will be billed at \$500.00/man per day plus current GSA per diem.
5. This proposed bid price is valid for 30 days only.

## **Payment Schedule**

- a- Billing will be done on a Bi-weekly basis in conjunction with STI’s AP cycle.



## **Cost Proposals**

## **Burk Technology**



7 Beaver Brook Rd.  
Littleton, MA 01460

April 7, 2015

## **TV Antenna Monitoring and Control System**

Proposal prepared for:

**Sutro Tower, Inc. 1 La Avanzada St.  
San Francisco, CA 94131**

### **Purpose**

Design, manufacture and installation of a robust monitor and control system for the critical operating parameters of the 11 TV stations resident on the Sutro Tower and to automatically control the transmitter interlocks in the event of a critical alarm event. All current control and protection systems are to be replaced with hardware, software, and custom system interface screens from Burk Technology. The installation of this system is intended to be done with minimum downtime. The proposed system will be based upon industry standard components commonly available. This system will be scalable such that additional monitoring and control points can be installed at a later date without major overhaul. The system will include built in redundancy so that a single point of failure will not compromise its function. In addition to local touchscreens, the system will provide remote alarm conditions and control features via email, SMS web and smartphone.

### **Theory**

All Combiner room temperature samples, directional coupler readings, coax switch positions/interlocks and other pertinent data will be brought into two redundant Burk ARC Plus Touch systems each consisting of an ARC Plus Touch, multiple Plus-X IIU's, and multiple Plus-X ICRUs. All parameters in the combiner rooms are to be displayed on Burk AutoPilot® custom screens created for this purpose. Relevant status and sensor readings plus derived interlock control will be generated and distributed to ARC Plus Touch systems in each transmitter room. Status states will trigger automatic functions in the Burk ARC Plus Touch systems to remove transmitter power under conditions where needed to eliminate potential damage to the RF system such as switchover or fault conditions. AutoPilot PC software will be used for monitoring and display of parameters and convenient user input. All safety functions are handled directly in the ARC Plus Touch system and do not rely on PCs.

Each transmitter suite will also have two redundant ARC Plus Touch systems. These systems will be integrated with transmitter interlocks and coax switches for a single station. The master antenna control system located in the combiner room will monitor the common system components and issue commands to the transmitter suite control systems to interrupt the interlocks as necessary to protect the antenna system. The ability for individual stations to bypass combiner and antenna interlocks is a consideration. Interlock control will be routed through the existing interlock override panels.

AutoPilot custom views will be provided for each transmitter suite ARC Plus Touch system. These views will accommodate variations specific to each of the television station facilities with provisions for their transmitter(s) to be routed to the antennas in their primary and alternate modes.

The following list identifies monitored sensors and components that will be included in the master antenna control system. Alarm notifications and subsequent automatic responses will be based upon pre-determined threshold limits from these inputs. Switch interlock closures will be monitored by the master antenna control system to assure that the switches are in their correct operating positions before transmitter interrupt commands are released allowing transmitters to power the system.

**Monitor points:**

1. 50 existing Dielectric power sensors, which provide 0-5vDC outputs
2. 18 existing temperature sensors
3. 11 existing pressure sensors
4. 27 existing Dielectric coaxial switches
5. Existing coaxial patch panel position switches

**Control:**

1. 15 existing transmitter interlocks

## **Project Phases II through V**

The project will entail several phases of activity as described in the following sections. These phases are broken down in order to provide enough detail for Sutro Tower Inc. to benchmark the progress of the project and to coordinate with the tenants and support staff as needed to support the system integration.

### **Phase I - Scope, Discovery, Installation Planning, Documentation – COMPLETE:**

Phase I of the project, as defined in the “Proposal for pre-engineering effort to define a new monitoring and control system”, has been completed.

### **Proposed Phases II through VI:**

Project Phases II through VI, summarized below, encompass the necessary work for completion of the detailed design, assembly, installation and commissioning of the TV Antenna Monitoring and Control System.

**Related effort/materials provided by Sutro Tower:**

In preparation and in support of integration of the proposed system, Sutro Tower Inc. will provide the following materials, labor and coordination assistance:

1. Create crossover panel to keep existing monitoring system going while transitioning to the new system.
2. Provide network drops for each transmitter suite and data collection area.
3. Pull wires from monitor and control points and connect them to I/O devices supplied by Burk Technology.
4. Install the I/O devices in transmitter suite equipment racks.
5. Access to Sutro designated engineering contact for station and antenna specific information and during installation and cutover.

**Phase II – System design:**

Phase II will accomplish the detailed design of all aspects of the monitoring and control system. Network engineering in Phase II will specify details for Ethernet and IP communications, as well as the logic and control interactions between the combiner room ARC Plus Touch systems and the Transmitter Suite ARC Plus Touch Systems. AutoPilot control screens (Custom Views) for all control computers will be designed in Phase II.

Phase II will be completed off-site, and will include the creation of:

- Two independent networks and assignment of IP addresses to all hardware
- Simulator for virtual testing
- Custom control screens for combiner rooms
- Custom control screens for transmitter rooms
- Truth tables for coax switches and patch panels
- System logic

Customer sign-off on screens and functionality will be done at completion of Phase II.

**Phase III – Offsite Assembly and Test:**

In Phase III all components of the system will be assembled, preconfigured and tested prior to shipment to site. Each active control channel will be configured, and all necessary automatic functions will be programmed and exercised to ensure that overall system operation will meet Sutro Tower operational requirements. Control screens will be installed and verified on all control computers.

Phase III will be completed off-site, and will include:

- Assembly and configuration of all system components per bill of materials
- Installation and configuration of AutoPilot and custom control screens on computers
- Installation of anti-virus software provided by Sutro Tower
- Complete hardware and system testing



#### **Phase IV – Onsite Installation**

In Phase IV the Burk installation crew will work onsite to install system components and conduct system verification tests. The existing control system will remain in place and operational during installation and initial on-site testing of the new equipment. Cutover to the new system will be done in cooperation with Sutro Tower engineering personnel.

Phase IV will be completed at the Sutro Tower site, and will include:

- Pre-cutover installation and testing of combiner room system with wiring in parallel to the existing system
- Pre-cutover installation and testing of transmitter suite systems with wiring in parallel to the existing systems
- Testing and installation of combiner room UPS systems
- Full system test and proof of performance
- Cutover of individual transmitter rooms
- System operation training for Sutro Staff and TV station engineers

#### **Phase V – Documentation:**

Final system documentation will encompass all modifications implemented during installation, ensuring a complete and accurate as-built system record for future reference.

Phase V will include:

- Final adjustments to wiring documentation
- As built rack elevations with component list for combiner room racks

At the completion of Phase V the onsite team will meet with the Sutro engineering staff to identify and resolve any outstanding issues.

## Bill of materials

The following system components and recommended spares are included in the proposed system.

### Burk standard components:

| Location            | PlusX600 Qty | IIU Qty   | ICRU Qty | ARC Touch Qty | Switch 16 | Autopilot |
|---------------------|--------------|-----------|----------|---------------|-----------|-----------|
| Aux Combiner Room   | 6            | 8         | 4        | 2             |           | 2         |
| Main Combiner Room  |              |           |          | 2             |           | 2         |
| KPIX -Ch 29         | 2            | 0         | 0        | 2             | 2         | 2         |
| KRON - Ch 38        | 2            | 0         | 0        | 2             | 2         | 2         |
| KTVU - Ch 44        | 2            | 0         | 0        | 2             | 2         | 2         |
| KQED - Ch 30        | 2            | 0         | 0        | 2             | 2         | 2         |
| KMTP - Ch 33        | 2            | 0         | 0        | 2             | 2         | 2         |
| KCSM - Ch 43        | 2            | 0         | 0        | 2             | 2         | 2         |
| KCNS - Ch 39        | 2            | 0         | 0        | 2             | 2         | 2         |
| KBCW - Ch 45        | 2            | 0         | 0        | 2             | 2         | 2         |
| KOFY - Ch 19        | 2            | 0         | 0        | 2             | 2         | 2         |
| KFSF - Ch 34        | 2            | 0         | 0        | 2             | 2         | 2         |
| KGO - Ch 7          | 0            | 2         | 2        | 2             | 2         | 2         |
| Spare               | 1            | 1         | 1        | 1             | 1         | 0         |
| <b>Total Needed</b> | <b>27</b>    | <b>11</b> | <b>7</b> | <b>27</b>     | <b>23</b> | <b>26</b> |

### Computers Qty 15:

One RU Rackmount Computer - 19" 4U i5/ i7™ (Socket 1150) - 4 PCI / x1, x4, & x16 PCIe

- Processor(s): Intel® i7 - 4770s (LGA1150) Quad Core Processor 3.1GHz/3.9GHz Turbo/8MB Cache (CPIN8064i74770S) –
- Memory - DDR3: 8GB DDR3-1600/PC3-12800 Unbuffered/Non-ECC (2X4GB) (MECT51264BA160Bx2)
- 1st Hard Drive: 2.5" - 240GB Solid-State Hard Drive (SATA III / 2.5") (MLC Flash) (HDSSD240)
- 2nd Hard Drive: 2.5" - 240GB Solid-State Hard Drive (SATA III / 2.5") (MLC Flash) (HDSSD240\_2)
- RAID: RAID 1 - Mirroring (Redundant Drives) (RAID-1)
- Optical Drive: DVD/RW SATA (CDGENDVD-RW)
- Video Card: Integrated Video (VBINTEGRATED)
- Power Supply: 400 Watt Redundant Power Supply (PSIS400R4U)
- Keyboard & Mouse: 1U Keyboard / Touchpad Drawer Combo USB/PS2 (RK-2T) (RK-2T)
- Operating System: Microsoft® Windows® 7 Professional 64-bit OEM (SOMSFQC-08289)
- Slide Rails / Wall Mount: Slide Rail Kit 20" Deep Chassis (ACAP20RAIL)
- Warranty - Computer: 1 Year Standard Warranty - Computer (WARR-1)
- Specs subject to change based upon availability at time of purchase

**Touchscreens Qty 15**

17" Widescreen Rack Mount Hi-Resolution Touch Screen LED Monitor – 1920 x 1200 – USB Touch Screen Interface

**Equipment Racks Qty 2**

Includes assembly hardware, blank plates, power strips, filler panels 44RU / 77" high x 31.5" deep, no doors

**UPS Qty 2**

APC Smart-UPS 3000 LCD - UPS - 2.7 kW - 3000 VA

**Managed network switch, 24 port Qty 2**

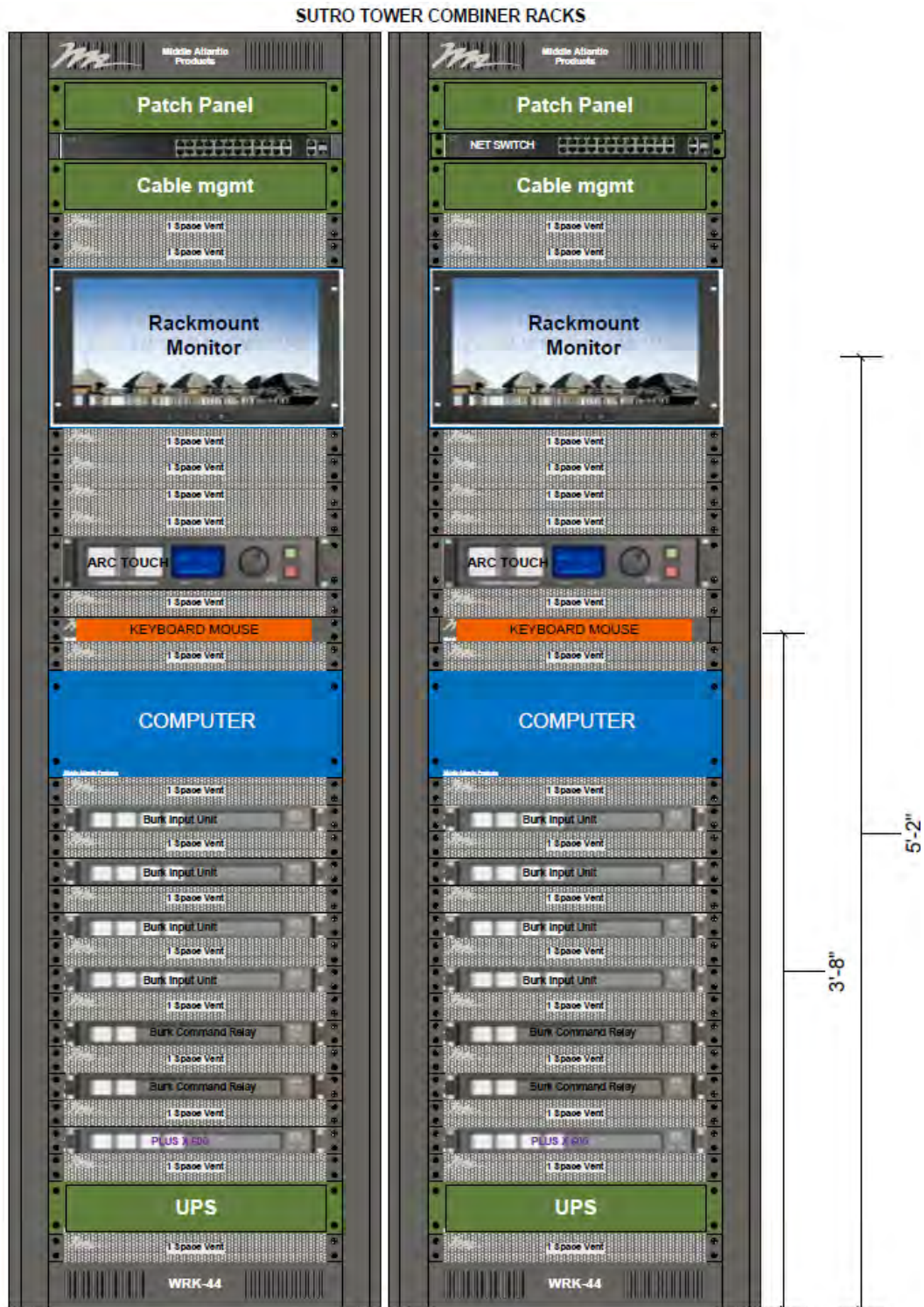
Cisco Catalyst 3650-24TS-S 24 x 10/100/1000 + 4 x SFP, rack-mountable

**Power supply Dielectric power sensor Qty 50**

12VDC power supply

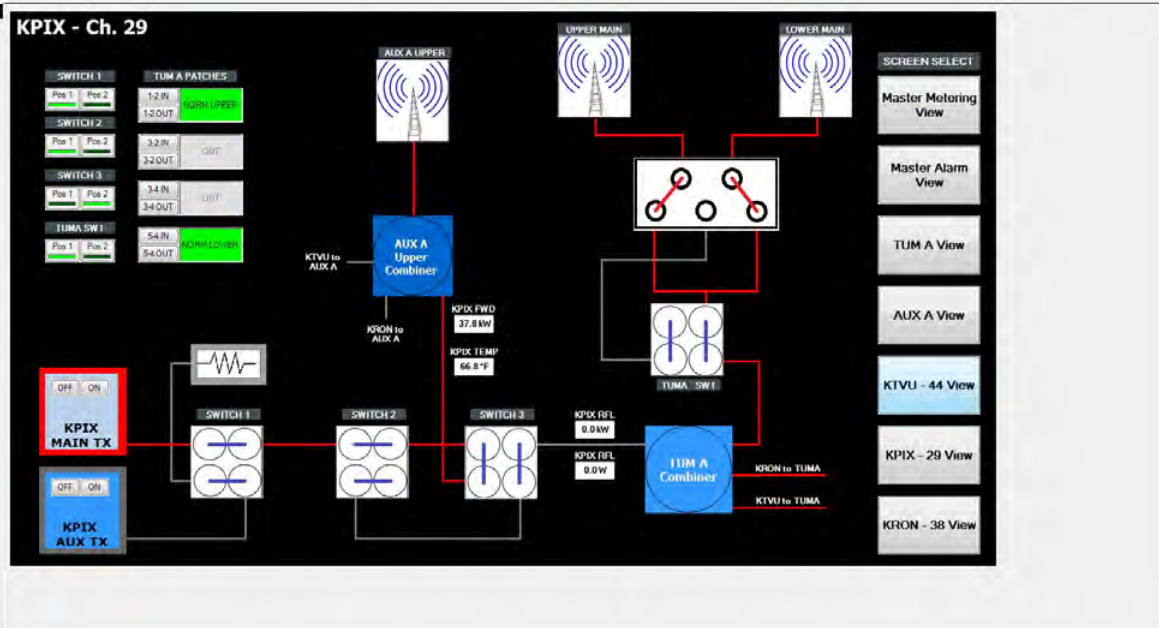
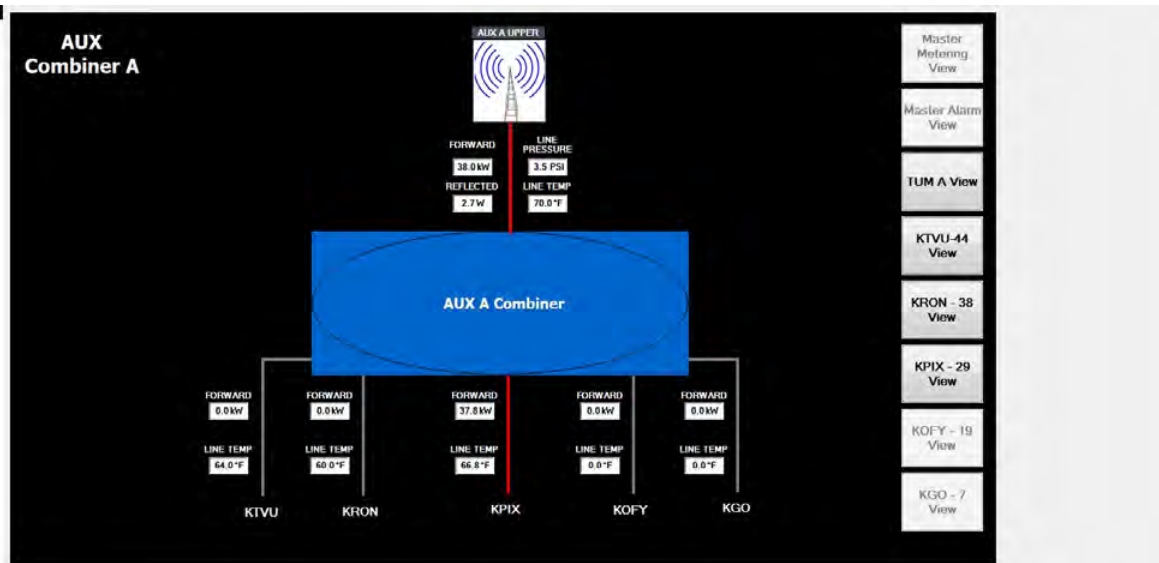
# Design Documentation

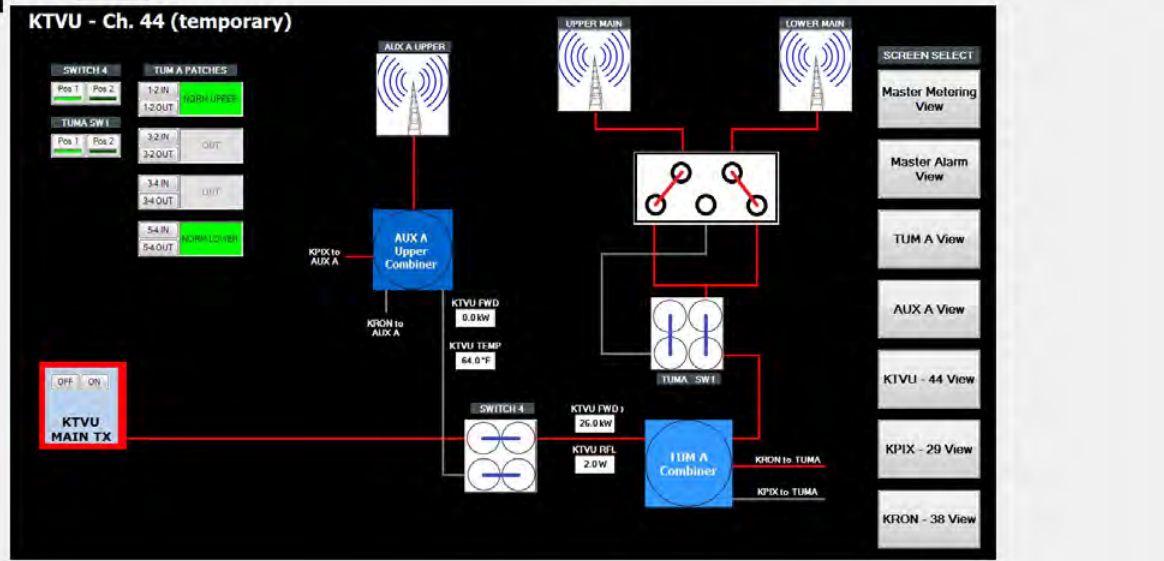
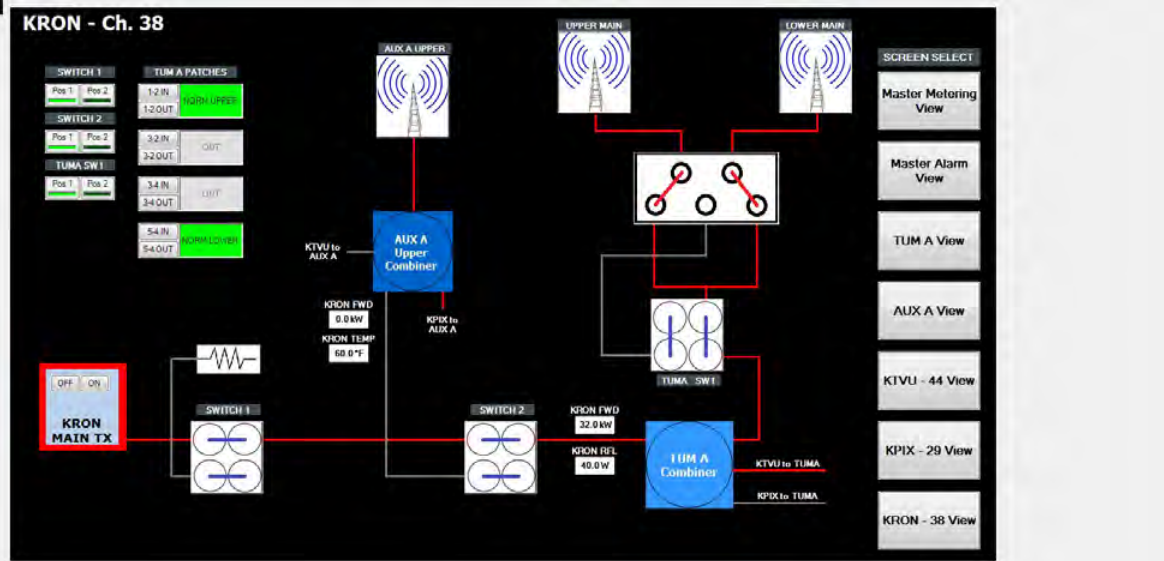
Rack Elevations for TV Antenna Monitor and Control System to be located in combiner room:

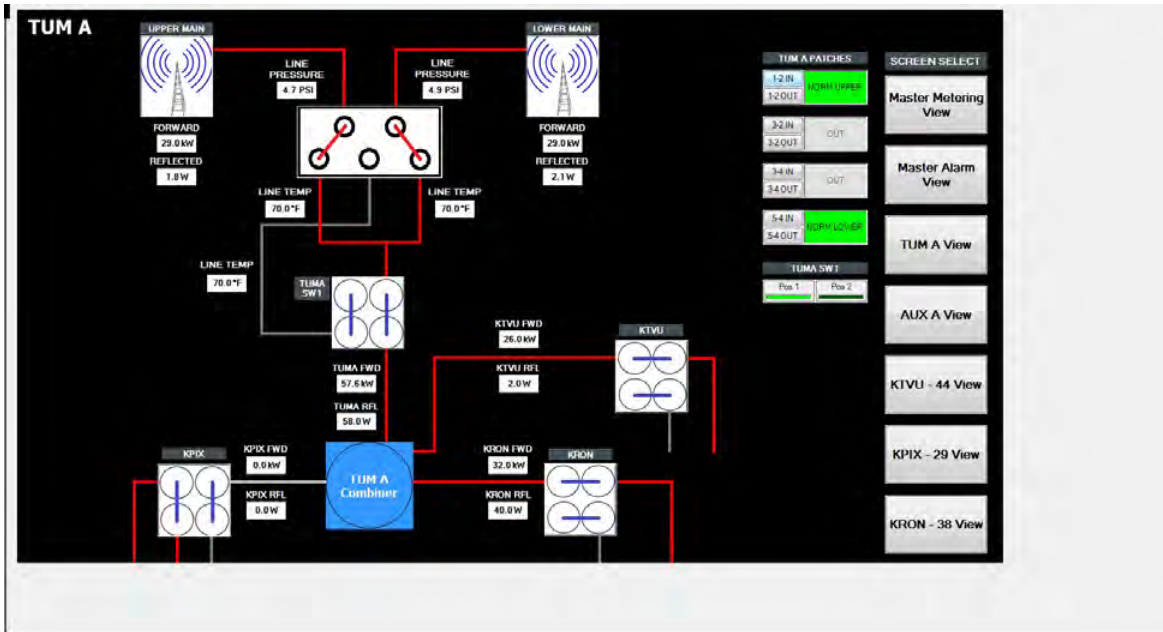


The following screenshots are typical examples of custom screens that will be provided for the user interfaces. Custom screens will be provided for the master antenna control systems in the combiner room. Custom screens for each of the transmitter suites, tailored to their individual system monitoring and control needs, will also be provided.

**Custom screen examples:**







## Modifications to scope of work

The proposed system is flexible and scalable and has been designed to provide the features and capabilities requested by the customer. Customer requested changes to the scope or to add or change features beyond the original scope will require a change order. Change orders must be agreed upon in writing prior to commencement. Change orders will include any additional material charges plus engineering at a rate of \$200/hour, for time spent.

The onsite installation labor in Phase IV is intended to fully cover the project requirements, however, there are factors beyond our control such as access to TV station personnel and equipment that can impact the installation. During this phase, a two man crew will be on site and available for work 8 hours per day. Their time will accrue at a minimum of 8 hours per person each day. These engineers will work with Sutro Tower management and the station engineers to make the project move along efficiently. The actual hours spent on Phase IV onsite labor in excess of 480 hours will be billed to Sutro Tower at the rate of \$200 per hour.

## **Price and payment terms:**

**Total price for equipment and labor listed: \$567,750.00**

**Price is net to RF Specialties of CA**

**Proposal is valid for 90 days**

### **Payment terms:**

- 40% payment due at time of order
- 20% payment due upon completion of Phase II
- 15% payment due upon completion of Phase III
- 15% payment due upon completion of Phase IV
- 10% balance due upon completion of Phase V net 30 days
- In addition to the quoted price, travel and living expenses accrued for the project will be billed at cost plus 10%





# **Cost Proposals**

## **Cooper White and Cooper**



May 31, 2017

Sutro Tower, Inc.  
1 La Avanzada Street  
San Francisco, CA 94131

Attn: P. Eric Dausman, Chief Operating Officer

Re: **San Francisco Discretionary Permitting/TV Spectrum Mandatory Repack Project & Legal Expense Estimate - Sutro Tower**

Dear Eric:

This provides our best preliminary estimate of legal, government relations and City permit issuance expenses to secure the necessary building and construction permits from the City and County of San Francisco for the site and Tower work, including multiple broadcast television antenna replacements and relocations at the Mount Sutro tall tower broadcast antenna structure, for the change of broadcast television licensed spectrum and digital channel position assignments for FCC licensed, full-power commercial and non-commercial television broadcast stations at Sutro Tower (the “Repack Project”); all as required to implement the results of the FCC’s broadcast spectrum reverse auction pursuant to the federal Middle Class Tax Relief and Job Creation Act of 2012, Pub.L.No. 112-96, Section 6402 (the “Spectrum Act”). The Repack Project permitting for Sutro Tower in San Francisco and our legal permitting cost estimate reflect the following key circumstances.

1. **Unique Sutro Tower Structure.** Sutro Tower is a 997 foot tall, 3-legged free standing tower and antenna support structure built at the base of Mount Sutro, amidst fully developed residential neighborhoods near the geographic center of the City and County of San Francisco, California. It begins at a ground elevation of 834 feet, and its highest antennas are 1,811 feet above sea level. Its existing, pre-Repack Project configuration supports 11 full power commercial and noncommercial television broadcast stations, as well as 4 FM radio stations, satellite and cable providers, and about two dozen public and commercial wireless communications services.

2. **Repack Project.** Present indications are that of the 11 full power television broadcast stations currently operating from Sutro Tower, the reverse spectrum auction outcomes and resulting Repack Project will end with the elimination of 2 TV broadcast stations from operating at Sutro Tower, and the repacking of 9 broadcast TV stations which will continue operation at Sutro Tower; of which 6 will be on newly reassigned channels, 3 will remain on their existing channel assignments, and most or all will be reconfigured in their broadcast facilities on the Tower structure, including structural changes requiring the rebuilding of the Stack B or South antenna stack on the Tower. The Repack Project is subject to the FCC’s mandatory national project completion and channel relocation timeline, pursuant to which the

Sutro Tower Repack Project has been assigned to completion by Stage 8 (UHF stations) and Stage 9 (VHF stations); requiring full project completion by February 2020 with construction permitting work to begin promptly at “month 0” of the FCC’s timeline starting July 12, 2017.

3. San Francisco Permitting Requirements for Sutro Tower. Sutro Tower is located in an RH-1-(D), residentially oriented zoning district in the central City and County of San Francisco, existing as a conditionally permitted use. The Sutro Tower facility exists pursuant to a City conditional use authorization adopted by the San Francisco Planning Commission, Resolution No. 5967 of March 10, 1966. The Planning Commission subsequently adopted a Sutro Tower – specific policy requirement (Reso. No. 11399 of 1988) that any and all building permit applications regarding Sutro Tower, its transmission equipment Building or any part of its site are subject to fully discretionary review by the Planning Commission prior to permit issuance. Further, permit approvals by the San Francisco Planning Commission are subject to appeal to the City’s governing, popularly elected Board of Supervisors and/or the Board of Permit Appeals. Accordingly, the San Francisco permit approval process for the necessary Repack Project building permits including for the Stack B reconstruction, broadcast TV antennae replacement, relocation and installation, and related onsite work will require application, processing and potential public hearings before the San Francisco Planning Commission and related City political and administrative agencies. Based on recent prior experiences for Sutro Tower and other discretionary permitting applicants, it is foreseeable that ultimate Planning Commission approval may involve potential project augmentation for aesthetic and other non-functional project enhancements beyond those required to meet base engineering specifications.

4. FCC Widelity Report Describes “Super Complicated” Project. In a “Response to the Federal Communication Commissions for the Broadcast Transition Study Solicitation – FCC 13R003” submitted to the FCC in 2013 by Widelity, Inc., various post-spectrum auction repack projects and scenarios were examined in detail to assess the potential difficulty, cost and timelines of channel reassignment implementation and repacking, especially as they relate to broadcast antennas and towers. In that Widelity Report, Sutro Tower in San Francisco, as well as the major multi-station tall building rooftop broadcast sites in Chicago and New York City, were identified as “Super Complicated Sites” for spectrum repacking, and Sutro Tower was selected as the Widelity hardest-case study for its challenges and complexities. Widelity reported that for Sutro Tower, “as a super complicated site, the costs are not typical and are specific to this site, and as such are not directly reflected in the FCC’s catalog of potential expenses and estimated costs” for spectrum repacking. Widelity estimated from the requirements of individually identified project elements, that the time to completion for Sutro Tower spectrum repacking was estimated at 41 months (in comparison to the maximum 39 month completion time even allowed under the FCC’s final spectrum repacking regulations).

5. Prior Permit Cost Experiences for Sutro Tower. While the number and type of building permits needed for a specific project, and the technical and political issues they may develop, are unique to the characteristics of each project, the following are noted as points of historical comparison and guidance. Within the past 15 years, two substantial projects requiring significant, discretionary permit issuance by the San Francisco Planning Commission have occurred at Sutro Tower. First, the mandatory FCC conversion of broadcast television stations from analog to digital television (DTV) in 2009, required antenna replacements, relocation and

reinstallation by Sutro Tower stations pursuant to building permits which were applied for in 2007 and completed in 2009 at a base legal and permitting cost of \$700,870 (comprising \$55,931 in City permit issuance fees, and \$644,939 in legal fees). This does not include the subsequent legal cost of unsuccessful appeals by project opponents through the state court system and California Court of Appeals. Second, Sutro Tower carried out a so-called Omnibus Permit application in 2012-2015 for the authorization or ratification of various small wireless communications services antennas at the Tower, as well as two (2) broadcast TV station main antennas, and extensive site improvements. The San Francisco permitting process from application filing to issuance took approximately 2.5 years, including permit issuance fees of \$33,783, direct legal expenses of \$388,826, and government and community relations expenses related to permit issuance of \$90,519, for a total of \$513,128.

In addition, for the 2007 DTV permit project, an environmental impact study and report (EIR) was required at a separate cost of approximately \$350,000. For the 2012 Omnibus Permit application, a full EIR was not required as it was determined the project could be completed pursuant to a Mitigated Negative Declaration resulting in no substantial environmental effects.

Cooper, White & Cooper LLP has served as primary legal counsel to Sutro Tower, Inc. and the Sutro Tower facility since its construction began in the late 1960's, and is extensively familiar with Sutro's organization, circumstances and characteristics. CWC served as consulting counsel for the 2007 DTV Permit process, and as sole legal counsel for the 2012 Omnibus Permit process and issuance. Based on the foregoing facts and considerations, we provide this preliminary estimate of legal cost and expenses for the necessary San Francisco building permits for the Repack Project, as follows:

Legal fees and expenses \$740,000.  
Community & governmental relations \$110,000.  
Potential environmental mitigations \$200,000.  
SF Permit Issuance Fees \$60,000.  
Total \$1,100,000.

The foregoing estimates are preliminary given that the Repack Project for Sutro Tower has not yet been fully designed, and the specific type and number of necessary permits and potential mitigation requirements have not yet been ascertained, depending on the functional, technical and environmental specifications of necessary work affecting Sutro Tower and the related transmitter Building and site.

Sincerely yours,



Walter W. Hansell

WWH/gr  
1177386.1

cc: Kristen Thall Peters, Esq.



July 6, 2017

Sutro Tower, Inc.  
1 La Avanzada Street  
San Francisco, CA 94131

Attn: P. Eric Dausman, Chief Operating Officer

Re: **TV Spectrum Mandatory Repack Project/Contract & Legal Expense Estimate - Sutro Tower**

Dear Eric:

This provides our best preliminary estimate of project legal/contracting expenses (excluding permits from the City and County of San Francisco) for the site and Tower work, including multiple involuntary broadcast television antenna replacements and relocations at the Mount Sutro tall tower broadcast antenna structure, for the change of broadcast television licensed spectrum and digital channel position assignments for FCC licensed, full-power commercial and non-commercial television broadcast stations at Sutro Tower (the “Repack Project”); all as required to implement the results of the FCC’s broadcast spectrum reverse auction pursuant to the federal Middle Class Tax Relief and Job Creation Act of 2012, Pub.L.No. 112-96, Section 6402 (the “Spectrum Act”). The Repack Project contracting and legal management for Sutro Tower in San Francisco and our legal cost estimate reflect the following key circumstances.

1. **Unique Sutro Tower Structure.** Sutro Tower is a 997 foot tall, 3-legged free standing tower and antenna support structure built at the base of Mount Sutro, amidst fully developed residential neighborhoods near the geographic center of the City and County of San Francisco, California. It begins at a ground elevation of 834 feet, and its highest antennas are 1,811 feet above sea level. Its existing, pre-Repack Project configuration supports 11 full power commercial and noncommercial television broadcast stations, as well as 4 FM radio stations, satellite and cable providers, and about two dozen public and commercial wireless communications services.

2. **Repack Project.** Present indications are that of the 11 full power television broadcast stations currently operating from Sutro Tower, the reverse spectrum auction outcomes and resulting Repack Project will end with the elimination of 2 TV broadcast stations from operating at Sutro Tower, and the repacking of 9 broadcast TV stations which will continue operation at Sutro Tower; of which 6 will be on newly FCC-reassigned channels, 3 will remain on their existing channel assignments, and most or all will be reconfigured in their broadcast facilities on the Tower structure, including structural changes requiring the rebuilding of the

Stack B or South antenna stack on the Tower. The Repack Project is subject to the FCC's mandatory national project completion and channel relocation timeline, pursuant to which the Sutro Tower Repack Project has been assigned to completion by Stage 8 (UHF stations) and Stage 9 (VHF stations); requiring full project completion by February 2020 with construction permitting work to begin promptly at "month 0" of the FCC's timeline starting July 12, 2017.

3. FCC Widelity Report Describes "Super Complicated" Project. In a "Response to the Federal Communication Commissions for the Broadcast Transition Study Solicitation – FCC 13R003" submitted to the FCC in 2013 by Widelity, Inc., various post-spectrum auction repack projects and scenarios were examined in detail to assess the potential difficulty, cost and timelines of channel reassignment implementation and repacking, especially as they relate to broadcast antennas and towers. In that Widelity Report, Sutro Tower in San Francisco, as well as the major multi-station tall building rooftop broadcast sites in Chicago and New York City, were identified as "Super Complicated Sites" for spectrum repacking, and Sutro Tower was selected as the Widelity hardest-case study for its challenges and complexities. Widelity reported that for Sutro Tower, "as a super complicated site, the costs are not typical and are specific to this site, and as such are not directly reflected in the FCC's catalog of potential expenses and estimated costs" for spectrum repacking. Widelity estimated from the requirements of individually identified project elements, that the time to completion for Sutro Tower spectrum repacking was estimated at 41 months (in comparison to the maximum 39 month completion time even allowed under the FCC's final spectrum repacking regulations).

4. Preliminary Repack Project Plan and Budget. The Repack Project planning is an ongoing interactive work in process at this time. Management indicates the Repack Project may take up to 41 months of active work onsite. At least thirteen (13) major contractors and engineering/professional service firms (not counting CWC) have been identified as likely key vendors. The current estimated project budget exceeds \$14.7 million. All contractors will require pre-clearance, qualification under Sutro Tower vendor conditions and requirements, insurance verification, and definitive written contracts to be negotiated, reviewed and mutually delivered before substantive work begins. Legal contract administration will then be ongoing until project completion, on an as-needed basis.

5. Legal Estimate. Cooper, White & Cooper LLP has served as primary legal counsel to Sutro Tower, Inc. and the Sutro Tower facility since its construction began in the late 1960's, and is extensively familiar with Sutro's organization, circumstances and characteristics. CWC served as consulting counsel for the 2007 DTV Project, and as sole legal counsel for the 2012 Antennae & Omnibus Project. Based on the foregoing facts and considerations, we provide this preliminary estimate of legal cost and expenses for the necessary legal services (excluding San Francisco building permits) for the Repack Project, as follows:

Initial 18 months avg. \$5000/mo. = \$ 90,000.  
Final 23 months avg. \$2000/mo. = \$ 46,000.  
Total \$136,000.

Sutro Tower, Inc.  
July 6, 2017  
Page 3

The foregoing estimates are preliminary given that the Repack Project for Sutro Tower has not yet been fully designed, and the specific type and number of necessary contractors, agreements and other legal requirements have not yet been ascertained, depending on the functional, regulatory, technical and environmental specifications of necessary work affecting Sutro Tower and the related transmitter Building and site.

Sincerely yours,



Walter W. Hansell

WWH/gr  
1179563.1

cc: Jie-Ming Chou, Esq.



# **Cost Proposals**

**Dave Hyams**

**(Public Relations)**



DAVID HYAMS  
764 RHODE ISLAND STREET, SAN FRANCISCO CA 94107  
415-260-9159 davidjhyams@hotmail.com

Eric Dausman  
Vice President & COO  
Sutro Tower, Inc.  
1 La Avanzada Street  
San Francisco, CA 94131

Subject: Repack Public Relations Budget

Dear Eric,

Here is the detailed estimate of the cost of public relations services for Sutro Tower Inc. related to Repacking following the FCC Spectrum Auction. Specifically, the services are developing and executing communications strategy and activities with neighbors, San Francisco government officials and San Francisco agencies in order to secure Planning Commission approval for a permit to make the necessary changes to Sutro Tower's antennas so the repacking can go forward on schedule.

My records show \$33,000 in fees for permit-related PR in 2015, the year we helped secure Sutro Tower's most recent permit. I estimate the same amount in 2019, the year we need to win Planning Commission approval for the repack permit. Add 1/3 as much in each of the two years preceding the permit year, and half as much in 2020 when the repack work gets done, plus a 10% contingency, for a total of \$78,650 in fees. Add \$36,000 for the printing/ mailing vendors for the six newsletters in 2018, 2019 and 2020, and the total budget is \$114,650.

Please let me know if you have any questions.

Best regards,

**Dave**

MA PRA 00177



# **Cost Proposals**

## **Dielectric**



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

| Bill to:                | Ship to:                |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170301SM |
| <b>Facility ID</b>  | 34470    |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KGO-TV

| Line | Item         | Item Description   | Qty | Unit | Price        | Extended Price |
|------|--------------|--|-----|------|--------------|----------------|
| 1    | 1100000077   | **** ANTENNA - VHF BAND III TOP MOUNT ONE STATION ELLIPTICALLY POLARIZED THV-6A12/CP-R C150 DIRECTIONAL ANTENNA FOR D12. DESIGNED PER C-70541-2. INCLUDES FULL NON-PRESSURIZED RADOME OF COLOR IMPREGNATED MATERIAL CUSTOM, GUY WIRE ATTACHMENT EARS AND INTERFACE PLATE FOR MOUNTING. ANTENNA INPUT IS 3-1/8" EIA 50 OHM. | 1   | EA   | \$399,234.00 | \$399,234.00   |
| 2    | 1100000077   | **** OTHER - ELBOW COMPLEX, SINGLE CHANNEL AT ANTENNA INPUT FOR 3-1/8" 50 OHM . INCLUDES ENGINEERING DESIGN, FACTORY OPTIMIZATION AND MATCH MARKING OF QTY. 4, UNEQ. LEG 3-50 ELBOWS, AND QTY. 1 CUT LENGTH. CUSTOMER MUST PROVIDE ALL REQUIRED TOWER DETAIL/DRAWINGS WITHIN 10 DAYS OF ORDER.                             | 1   | EA   | \$8,780.00   | \$8,780.00     |
| 3    |              | **** TRANSMISSION LINE TOTAL ITEMS SHOWN BELOW   | 1   | EA   | \$315,416.00 | \$315,416.00   |
| 4    | R58915       | 6" 50 OHM TRANSMISSION LINE 20FT   | 51  | EA   |              |                |
| 5    | RTLSCR650-10 | 6" 50 OHM TRANSMISSION LINE 10 FT  | 20  | EA   |              |                |
| 6    | TBA          | 5" 50 OHM SPECIAL ANGLE ELBOWS   | 4   | EA   |              |                |
| 7    | R0024150505  | 6" 50 OHM UNEQUAL LEG ELBOWS   | 20  | EA   |              |                |
| 8    | 300000191    | 6" VERTICAL SPRING HANGERS   | 92  | EA   |              |                |
| 9    | R0004300501  | 6" HORIZONTAL 3-PT HANGERS   | 30  | EA   |              |                |
| 10   | R0046868510  | 6" FIELD FLANGE SOLDER FLANGES   | 20  | EA   |              |                |
| 11   | R0003761502  | 6" LITE DUTY 1-PT HANGERS  | 12  | EA   |              |                |
| 12   | R33055       | 6" GAS 50 OHM BARRIER  | 1   | EA   |              |                |
| 13   | R68187       | 6" J-HANGERS CEILING W/TH-ROD  | 10  | EA   |              |                |
| 14   | R0008136501  | 6" BULLETS ANCHOR  | 20  | EA   |              |                |
| 15   | R0014000438  | 6" O-RING  | 20  | EA   |              |                |
| 16   | R0004576501  | 6" HWD TRANSMISSION LNE KIT  | 20  | EA   |              |                |
| 17   | R471146      | AUTOMATIC DEHYDRATOR   | 1   | EA   |              |                |
| 18   | R0004325501  | 6" WALL PLATE FEED THROUGH   | 2   | EA   |              |                |
| 19   | R0026518501  | 6" TRANSMISSION LINE CAP   | 4   | EA   |              |                |
| 20   | R0044901001  | DOW CORNING #4 BUNA-N .275 X 6.225 ID  | 3   | EA   |              |                |

MA PRA 00179

| Bill to:                | Ship to:                |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170301SM |
| <b>Facility ID</b>  | 34470    |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|              |  |  |  |    |                     |
|--------------|--|--|--|----|---------------------|
|              |  |  |  | EA |                     |
| <b>Total</b> |  |  |  |    | <b>\$723,430.00</b> |

**Acceptance of Quotation**

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

| Bill to:                | Ship to:                |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170302SM |
| <b>Facility ID</b>  | 65526    |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KRON-TV

| Line | Item         | Item Description   | Qty | Unit | Price        | Extended Price |
|------|--------------|--|-----|------|--------------|----------------|
| 1    | 1100000077   | **** ANTENNA - VHF BAND III TOP MOUNT ONE STATION ELLIPTICALLY POLARIZED THV-6A7/CP-R C140 DIRECTIONAL ANTENNA FOR D7. DESIGNED PER C-70646-1. INCLUDES FULL NON-PRESSURIZED RADOME OF COLOR IMPREGNATED MATERIAL CUSTOM, GUY WIRE ATTACHMENT EARS. ANTENNA INPUT IS 3-1/8" EIA 50 OHM.        | 1   | EA   | \$402,634.00 | \$402,634.00   |
| 2    | 1100000077   | **** OTHER - ELBOW COMPLEX, SINGLE CHANNEL AT ANTENNA INPUT FOR 3-1/8" 50 OHM . INCLUDES ENGINEERING DESIGN, FACTORY OPTIMIZATION AND MATCH MARKING OF QTY. 4, UNEQ. LEG 3-50 ELBOWS, AND QTY. 1 CUT LENGTH. CUSTOMER MUST PROVIDE ALL REQUIRED TOWER DETAIL/DRAWINGS WITHIN 10 DAYS OF ORDER. | 1   | EA   | \$8,780.00   | \$8,780.00     |
| 3    |              | **** TRANSMISSION LINE TOTAL ITEMS SHOWN BELOW   | 1   | EA   | \$316,392.00 | \$316,392.00   |
| 4    | R58915       | 6" 50 OHM TRANSMISSION LINE 20FT   | 51  | EA   |              |                |
| 5    | RTLSCR650-10 | 6" 50 OHM TRANSMISSION LINE 10 FT  | 20  | EA   |              |                |
| 6    | TBA          | 5" 50 OHM SPECIAL ANGLE ELBOWS   | 4   | EA   |              |                |
| 7    | R0024150505  | 6" 50 OHM UNEQUAL LEG ELBOWS   | 20  | EA   |              |                |
| 8    | 300000191    | 6" VERTICAL SPRING HANGERS   | 92  | EA   |              |                |
| 9    | R0004300501  | 6" HORIZONTAL 3-PT HANGERS   | 30  | EA   |              |                |
| 10   | R0046868510  | 6" FIELD FLANGE SOLDER FLANGES   | 20  | EA   |              |                |
| 11   | R0003761502  | 6" LITE DUTY 1-PT HANGERS  | 12  | EA   |              |                |
| 12   | R33055       | 6" GAS 50 OHM BARRIER  | 1   | EA   |              |                |
| 13   | R68187       | 6" J-HANGERS CEILING W/TH-ROD  | 10  | EA   |              |                |
| 14   | R0008136501  | 6" BULLETS ANCHOR  | 20  | EA   |              |                |
| 15   | R0014000438  | 6" O-RING  | 20  | EA   |              |                |
| 16   | R0004576501  | 6" HWD KIT   | 20  | EA   |              |                |
| 17   | R471146      | AUTOMATIC DEHYDRATOR   | 1   | EA   |              |                |
| 18   | R0004325501  | 6" WALL PLATE FEED THROUGH   | 2   | EA   |              |                |
| 19   | R0026518501  | 6" TRANSMISSION LINE CAP   | 4   | EA   |              |                |
| 20   | R0044901001  | DOW CORNING #4 BUNA-N .275 X 6.225 ID  | 3   | EA   |              |                |

MA PRA 00181

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170302SM |
| <b>Facility ID</b>  | 65526    |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|              |  |  |  |    |                     |
|--------------|--|--|--|----|---------------------|
|              |  |  |  | EA |                     |
| <b>Total</b> |  |  |  |    | <b>\$727,806.00</b> |

**Acceptance of Quotation**

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

| Bill to:                | Ship to:                  |
|-------------------------|---------------------------|
| CBS Television          | Sutro Tower - KBCW        |
| KBCW                    | Name and telephone number |
| Attn: Jeff Jeandheur    | Street Address            |
| 855 Battery St.         | City, State, Zip          |
| San Francisco, CA 94111 |                           |

|                     |           |
|---------------------|-----------|
| <b>Quote Number</b> | 170200ASM |
| <b>Facility ID</b>  | 69619     |
| <b>Quote Date</b>   | 7/5/2017  |
| <b>Sales Person</b> | Moreen    |
| <b>Currency</b>     | USD       |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KBCW SUTRO TOWER SAN FRANCISCO, CA

| Line | Item        | Item Description   | Qty | Unit | Price        | Extended Price |
|------|-------------|--|-----|------|--------------|----------------|
| 1    | 11000000077 | **** ANTENNA - UHF SIDE MOUNT ONE STATION ELLIPTICALLY POLARIZED TFU-19JSC/VP-R C150 SP DIRECTIONAL ANTENNA FOR D28. DESIGNED PER C-70866. INCLUDES FULL NON-PRESSURIZED RADOME OF COLOR IMPREGNATED MATERIAL CUSTOM MOUNTING BRACKETS. ANTENNA INPUT IS 6-1/8" EIA 75 OHM.                    | 1   | EA   | \$216,800.00 | \$216,800.00   |
| 2    | 11000000077 | **** OTHER - ELBOW COMPLEX, SINGLE CHANNEL AT ANTENNA INPUT FOR 6-1/8" 50 OHM . INCLUDES ENGINEERING DESIGN, FACTORY OPTIMIZATION AND MATCH MARKING OF QTY. 4, UNEQ. LEG 6-75 ELBOWS, AND QTY. 1 CUT LENGTH. CUSTOMER MUST PROVIDE ALL REQUIRED TOWER DETAIL/DRAWINGS WITHIN 10 DAYS OF ORDER. | 1   | EA   | \$13,730.00  | \$13,730.00    |
| 3    |             | ****8-3/16" EIA TRANSMISSION LINE TOTAL ITEMS SHOWN BELOW  | 1   | EA   | \$639,272.00 | \$639,272.00   |
| 4    | R0029954501 | REDUCER, 8-3/16" EIA TO 6-1/8" EIA 75 OHM  | 1   | EA   |              |                |
| 5    | R59880      | T/L 8-75 240.00" MF EX CONN  | 61  | EA   |              |                |
| 6    | R64682      | ELBOW 8-75 ASSY DIGIT 12X24  | 28  | EA   |              |                |
| 7    | TBD         | ELBOW 8-75 ASSY DIGIT 12X24 - SPECIAL ANGLE  | 4   | EA   |              |                |
| 8    | R0047432501 | GAS STOP 8-75 EIA STANDARD   | 1   | EA   |              |                |
| 9    | RTLSCR8-10  | T/L 8-75 EIA LENGTH 5' TO 10' FIXED FLG 1 END/ SWIVEL FLG 1 END  | 48  | EA   |              |                |
| 10   | R0012322506 | HANGER VERT 8 3/16 SPG SIN O/M   | 92  | EA   |              |                |
| 11   | R0006730502 | HANGER HOR 8 3/16 3PT SUS SIN  | 30  | EA   |              |                |
| 12   | DC 870-050  | CEILING HANGER KIT 8-3/16"   | 16  | EA   |              |                |
| 13   | R0006726502 | HORIZONTAL ACHOR PLATE 8" T/L 15.88 X 15.88 X 6.00 LG  | 8   | EA   |              |                |
| 14   | R0012323502 | HANGER VERT 8 3/16 FIX SINGLE  | 16  | EA   |              |                |
| 15   | R0004264505 | LATERAL BRACE 8 3/16 T/L   | 1   | EA   |              |                |
| 16   | R0046959506 | KIT ASSY HARDWARE 8 3/16 T/L   | 110 | EA   |              |                |
| 17   | R15726      | END CAP 8-75   | 4   | EA   |              |                |
| 18   | R0014000447 | O-RING SEAL BUNA .275 X 8.975ID  | 10  | EA   |              |                |

|                      |             |  |    |                     |             |           |             |                     |
|----------------------|-------------|--|----|---------------------|-------------|-----------|-------------|---------------------|
| <b>Bill to:</b>      |             | <b>Ship to:</b>                        |    | <b>Quote Number</b> |             | 170200ASM |             |                     |
| CBS Television       |             | Sutro Tower - KBCW                     |    | <b>Facility ID</b>  |             | 69619     |             |                     |
| KBCW                 |             | Name and telephone number              |    | <b>Quote Date</b>   |             | 7/5/2017  |             |                     |
| Attn: Jeff Jeandheur |             | Street Address                         |    | <b>Sales Person</b> |             | Moreen    |             |                     |
| 855 Battery St.      |             | City, State, Zip                       |    | <b>Currency</b>     |             | USD       |             |                     |
| 19                   | R0044901001 | DOW CORN.#4 SILICONE LUBRI             | 6  | EA                  |             |           |             |                     |
| 20                   | R36610      | IB 162 MANUAL T/L INSTALL INSTRUCTIONS | 2  | EA                  |             |           |             |                     |
| 21                   | R47144      | DEHYDRATOR 3200IM 115/60 PSI/KPA       | 1  | EA                  |             |           |             |                     |
| 22                   | R0048672501 | KIT ASSY GASSING - SYSTEM              | 1  | EA                  |             |           |             |                     |
| 25                   | TBD         | ****CUT LINE OVERNIGHT SHIPPING        | 28 | EA                  | \$500.00    |           | \$14,000.00 |                     |
| 26                   | TBD         | ***ESTIMATED FREIGHT- VIA TRUCK        | 1  | EA                  | \$29,000.00 |           | \$29,000.00 |                     |
| <b>Total</b>         |             |  |    |                     |             |           |             | <b>\$912,802.00</b> |

**Acceptance of Quotation**

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.





## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

| Bill to:                | Ship to:                |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170304SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/5/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KGO - KRON AUX ANTENNA

| Line | Item        | Item Description  | Qty | Unit | Price        | Extended Price |
|------|-------------|---|-----|------|--------------|----------------|
| 1    | 11000000077 | **** ANTENNA - VHF BAND III SIDE MOUNT, BROADBAND, ELLIPTICALLY POLARIZED TLS-V8/VP-BB-R DIRECTIONAL TELEVISION TRANSMIT ANTENNA. DESIGNED PER C-70799. INCLUDES FULL NON-PRESSURIZED RADOME OF COLOR IMPREGNATED MATERIAL CUSTOM MOUNTING BRACKETS. ANTENNA INPUT IS 3-1/8" EIA 50 OHM.                            | 1   | EA   | \$139,550.00 | \$139,550.00   |
| 2    | 11000000077 | **** OTHER - ELBOW COMPLEX, DIGITLINE AT ANTENNA INPUT FOR 3-1/8" 50 OHM TRANSMISSION LINE. INCLUDES ENGINEERING DESIGN, FACTORY OPTIMIZATION AND MATCH MARKING OF QTY. 4, UNEQ. LEG 3-50 DIGITLINE ELBOWS AND QTY. 1 CUT LENGTH. CUSTOMER MUST PROVIDE ALL REQUIRED TOWER DETAIL/DRAWINGS WITHIN 10 DAYS OF ORDER. | 1   | EA   | \$10,780.00  | \$10,780.00    |
| 3    | 11000000077 | **** COMBINER, TWO STATION, BRANCHED, VHF CH 7 & 12, 6-POLE FILTERS, 8 KW MAX POWER EACH INPUT, 3-50 CONNECTORS INPUT/OUTPUT  | 1   | EA   | \$38,625.00  | \$38,625.00    |
| 4    |             | **** TRANSMISSION LINE TOTAL ITEMS SHOWN BELOW  | 1   | EA   | \$153,009.00 | \$153,009.00   |
| 5    | R73590      | 3-1/8" EIA 50 OHM TL, DIGITLINE, 20 FT  | 33  | EA   |              |                |
| 6    | RTLSCR3-10  | 3-1/8" EIA 50 OHM TL, 10 FT   | 20  | EA   |              |                |
| 7    | TBA         | 3-1/8" EIA 50 OHM ELBOW, SPEC. ANGLE, DIGITLINE   | 4   | EA   |              |                |
| 8    | R74292      | 3-1/8" EIA 50 OHM UNEQ. LEG, ELBOW, DIGITLINE   | 15  | EA   |              |                |
| 9    | R0006085504 | VERTICAL SPRING HANGER, 3-1/8" TL   | 66  | EA   |              |                |
| 10   | R0011016502 | HORZ. 3-PT SUSPENSION HANGER, 3-1/8" TL   | 30  | EA   |              |                |
| 11   | R0004740503 | FIELD FLANGE, SWIVEL, SILVER SOLDER, 3-1/8" TL  | 10  | EA   |              |                |
| 12   | R0006082502 | HORZ. 1-PT SUSPENSION HANGER, 3-1/8" TL   | 6   | EA   |              |                |
| 13   | R0012446501 | GAS BARRIER, 3-1/8" EIA 50 OHM, TL  | 1   | EA   |              |                |
| 14   | R68185      | J-HANGER/CEILING HANGER KIT, 3-1/8" TL  | 10  | EA   |              |                |
| 15   | R0013705508 | ANCHOR CONNECTOR (BULLET), 3-1/8" EIA TL  | 10  | EA   |              |                |
| 16   | R0014000340 | O-RING, 3-1/8" TL   | 10  | EA   |              |                |
| 17   | R0004575501 | HARDWARE KIT, 3-1/8" TL   | 10  | EA   |              |                |

MA PRA 00185

|                         |             |                                     |   |                     |  |                     |
|-------------------------|-------------|-------------------------------------|---|---------------------|--|---------------------|
| <b>Bill to:</b>         |             | <b>Ship to:</b>                     |   | <b>Quote Number</b> |  | 170304SM            |
| Sutro Tower, Inc.       |             | Sutro Tower, Inc.                   |   | <b>Facility ID</b>  |  |                     |
| Attn: Eric Dausman      |             | Attn: Eric Dausman                  |   | <b>Quote Date</b>   |  | 7/5/2017            |
| 1 La Avanzada St.       |             | 1 La Avanzada St.                   |   | <b>Sales Person</b> |  | Moreen              |
| San Francisco, CA 94131 |             | San Francisco, CA 94131             |   | <b>Currency</b>     |  | USD                 |
| 18                      | R471146     | AUTOMATIC DEHYDRATOR                | 1 | EA                  |  |                     |
| 19                      | R0003482502 | WALL PLATE FEED-THRU, 3-1/8" TL     | 4 | EA                  |  |                     |
| 20                      | R0015954501 | END CAP, 3-1/8" TL                  | 4 | EA                  |  |                     |
| 21                      | R0044901001 | DOW CORN. #4 BUNA-N .275 X 6.225 ID | 3 | EA                  |  |                     |
| <b>Total</b>            |             |                                     |   |                     |  | <b>\$341,964.00</b> |

**Acceptance of Quotation**

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170306SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KCSM MAIN (TUM-A 27/29/31)

| Line | Item        | Item Description                                  | Qty | Unit | Price       | Extended Price |
|------|-------------|---|-----|------|-------------|----------------|
|      |             | **** TRANSMISSION LINE TOTAL ITEMS<br>SHOWN BELOW | 1   | EA   | \$30,288.00 | \$30,288.00    |
| 1    | R58915      | 6" 50 OHM TRANSMISSION LINE 20 FT                 | 1   | EA   |             |                |
| 2    | R49669      | 6" 50 OHM DIGITLINE ELBOWS, REINFORCED            | 2   | EA   |             |                |
| 3    | R0046868510 | 6" FIELD FLANGE, SWIVEL, SILVER SOLDER            | 4   | EA   |             |                |
| 4    | R0060000600 | 6" COAXIAL SWITCH                                 | 1   | EA   |             |                |
| 5    | R0008136501 | 6" BULLETS, ANCHOR CONNECTOR                      | 4   | EA   |             |                |
| 6    | R0014000438 | 6" TRANSMISSION LINE O-RING                       | 4   | EA   |             |                |
| 7    | R0004576501 | 6" TRANSMISSION LINE HARDWARE KIT                 | 4   | EA   |             |                |

**Total \$30,288.00**

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170306SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

| Bill to:                | Ship to:                |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170307SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KPIX MAIN (TUM-A 27/29/31)

| Line         | Item        | Item Description                                  | Qty | Unit | Price      | Extended Price    |
|--------------|-------------|---|-----|------|------------|-------------------|
|              |             | **** TRANSMISSION LINE TOTAL ITEMS<br>SHOWN BELOW | 1   | EA   | \$9,718.00 | \$9,718.00        |
| 1            | R58915      | 6" 50 OHM TRANSMISSION LINE 20 FT                 | 1   | EA   |            |                   |
| 2            | R49669      | 6" 50 OHM DIGITLINE ELBOWS, REINFORCED            | 2   | EA   |            |                   |
| 3            | R0046868510 | 6" FIELD FLANGE, SWIVEL, SILVER SOLDER            | 4   | EA   |            |                   |
| 4            | R0008136501 | 6" BULLETS, ANCHOR CONNECTOR                      | 4   | EA   |            |                   |
| 5            | R0014000438 | 6" TRANSMISSION LINE O-RING                       | 4   | EA   |            |                   |
| 6            | R0004576501 | 6" TRANSMISSION LINE HARDWARE KIT                 | 4   | EA   |            |                   |
|              |             |   |     | EA   |            |                   |
| <b>Total</b> |             |   |     |      |            | <b>\$9,718.00</b> |

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a

**MA PRA 00189**

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170307SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170308SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KTVU MAIN (TUM-A 27/29/31)

| Line | Item        | Item Description                       | Qty | Unit | Price       | Extended Price |
|------|-------------|--|-----|------|-------------|----------------|
|      |             | **** TRANSMISSION LINE TOTAL ITEMS     | 1   | EA   | \$30,288.00 | \$30,288.00    |
|      |             | SHOWN BELOW                            |     |      |             |                |
| 1    | R58915      | 6" 50 OHM TRANSMISSION LINE 20 FT      | 1   | EA   |             |                |
| 2    | R49669      | 6" 50 OHM DIGITLINE ELBOWS, REINFORCED | 2   | EA   |             |                |
| 3    | R0046868510 | 6" FIELD FLANGE, SWIVEL, SILVER SOLDER | 4   | EA   |             |                |
| 4    | R0060000600 | 6" COAXIAL SWITCH                      | 1   | EA   |             |                |
| 5    | R0008136501 | 6" BULLETS, ANCHOR CONNECTOR           | 4   | EA   |             |                |
| 6    | R0014000438 | 6" TRANSMISSION LINE O-RING            | 4   | EA   |             |                |
| 7    | R0004576501 | 6" TRANSMISSION LINE HARDWARE KIT      | 4   | EA   |             |                |
|      |             |  |     | EA   |             |                |

**Total** **\$30,288.00**

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170308SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.





## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

| Bill to:                | Ship to:                |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170309SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KQED MAIN(TUM-C 30/32)

| Line         | Item        | Item Description                                  | Qty | Unit | Price      | Extended Price    |
|--------------|-------------|---|-----|------|------------|-------------------|
|              |             | **** TRANSMISSION LINE TOTAL ITEMS<br>SHOWN BELOW | 1   | EA   | \$9,718.00 | \$9,718.00        |
| 1            | R58915      | 6" 50 OHM TRANSMISSION LINE 20 FT                 | 1   | EA   |            |                   |
| 2            | R49669      | 6" 50 OHM DIGITLINE ELBOWS, REINFORCED            | 2   | EA   |            |                   |
| 3            | R0046868510 | 6" FIELD FLANGE, SWIVEL, SILVER SOLDER            | 4   | EA   |            |                   |
| 4            | R0008136501 | 6" BULLETS, ANCHOR CONNECTOR                      | 4   | EA   |            |                   |
| 5            | R0014000438 | 6" TRANSMISSION LINE O-RING                       | 4   | EA   |            |                   |
| 6            | R0004576501 | 6" TRANSMISSION LINE HARDWARE KIT                 | 4   | EA   |            |                   |
|              |             |   |     | EA   |            |                   |
| <b>Total</b> |             |   |     |      |            | <b>\$9,718.00</b> |

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a

**MA PRA 00193**

| <b>Bill to:</b>         | <b>Ship to:</b>         |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170309SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170310SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KCNS MAIN (TUM-C 30/32)

| Line | Item        | Item Description                                  | Qty | Unit | Price       | Extended Price |
|------|-------------|---|-----|------|-------------|----------------|
|      |             | **** TRANSMISSION LINE TOTAL ITEMS<br>SHOWN BELOW | 1   | EA   | \$31,288.00 | \$31,288.00    |
| 1    | R58915      | 6" 50 OHM TRANSMISSION LINE 20 FT                 | 1   | EA   |             |                |
| 2    | R49669      | 6" 50 OHM DIGITLINE ELBOWS, REINFORCED            | 2   | EA   |             |                |
| 3    | R0046868510 | 6" FIELD FLANGE, SWIVEL, SILVER SOLDER            | 4   | EA   |             |                |
| 4    | R0060000600 | 6" COAXIAL SWITCH                                 | 1   | EA   |             |                |
| 5    | R0014000438 | 6" TRANSMISSION LINE O-RING                       | 4   | EA   |             |                |
| 6    | R0008136501 | 6" BULLETS, ANCHOR CONNECTOR                      | 4   | EA   |             |                |
| 7    | R0004576501 | 6" TRANSMISSION LINE HARDWARE KIT                 | 4   | EA   |             |                |

**Total \$31,288.00**

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170310SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

| Bill to:                | Ship to:                |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170311SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KCSM AUX (UPPER AUX 27,29,31)

| Line | Item        | Item Description                            | Qty | Unit | Price       | Extended Price |
|------|-------------|---|-----|------|-------------|----------------|
|      |             | **** TRANSMISSION LINE TOTAL ITEMS          | 1   | EA   | \$42,968.00 | \$42,968.00    |
|      |             | SHOWN BELOW                                 |     |      |             |                |
| 1    | R58762      | 4" 50 OHM TRANSMISSION LINE, 20 FT          | 6   | EA   |             |                |
| 2    | R6354       | 4" 50 OHM ELBOW, EQUAL LEG, DIGITLINE       | 12  | EA   |             |                |
| 3    | R0046868507 | 4" FIELD FLANG, SWIVEL, SILVER SOLDER       | 12  | EA   |             |                |
| 4    | R0018683504 | 4' BULLETS, ANCHOR, CONNECTOR               | 12  | EA   |             |                |
| 5    | R0014000348 | 4" TRANSMISSION LINE O-RINGS                | 12  | EA   |             |                |
| 6    | R0046959504 | 4" TRANSMISSION LINE HARDWARE KIT           | 12  | EA   |             |                |
| 7    | R0028609501 | 4" TRANSMISSION LINE WALL PLATE FEED THRU   | 2   | EA   |             |                |
| 8    | R0046461501 | 4" TRANSMISSION LINE END CAP                | 2   | EA   |             |                |
| 9    | R68186      | 4" TRANSMISSION LINE J-HANGER, CEILING HNGR | 10  | EA   |             |                |
| 10   | R0022190502 | 4" TRANSMISSION LINE GAS BARRIER            | 2   | EA   |             |                |
| 11   | R0029651501 | 4" TRANSMISSION LINE 1-PT VERTICAL HANGER   | 4   | EA   |             |                |
|      |             |   |     | EA   |             |                |

**Total \$42,968.00**

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MA PRA 00197**

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |
| Date:                   |                         |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170311SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

Requested Date:

---

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170312SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KPIX AUX (UPPER AUX 27/29/31)

| Line | Item        | Item Description                                  | Qty | Unit | Price      | Extended Price |
|------|-------------|---|-----|------|------------|----------------|
|      |             | **** TRANSMISSION LINE TOTAL<br>ITEMS SHOWN BELOW | 1   | EA   | \$6,970.00 | \$6,970.00     |
| 1    | R58762      | 4" 50 OHM TRANSMISSION LINE 20 FT                 | 1   | EA   |            |                |
| 2    | R6354       | 4" ELBOW, DIGITLINE, EQUAL LEG, REINFORCED        | 2   | EA   |            |                |
| 3    | R0046868507 | 4" FIELD FLANGE, SWIVEL, SILVER SOLDER            | 4   | EA   |            |                |
| 4    | R0018683504 | 4" BULLETS ANCHOR CONNECTOR                       | 4   | EA   |            |                |
| 5    | R0014000348 | 4" TRANSMISSION LINE O-RING                       | 4   | EA   |            |                |
| 6    | R0046959504 | 4" TRANSMISSION LINE HARDWARE KIT                 | 4   | EA   |            |                |
| 7    | R0028609501 | 4" TRANSMISSION LINE WALL PLATE FEED THRU         | 4   | EA   |            |                |

**Total** **\$6,970.00**

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170312SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.





## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170313SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KTVU AUX (UPPER AUX 27-29-31)

| Line | Item        | Item Description                               | Qty | Unit | Price      | Extended Price |
|------|-------------|--|-----|------|------------|----------------|
|      |             | **** TRANSMISSION LINE TOTAL ITEMS SHOWN BELOW | 1   | EA   | \$6,970.00 | \$6,970.00     |
| 1    | R58762      | 4" 50 OHM TRANSMISSION LINE 20FT               | 1   | EA   |            |                |
| 2    | R6354       | 4" ELBOW, DIGITLINE, EQUAL LEG REINFORCED      | 2   | EA   |            |                |
| 3    | R0046868507 | 4" FIELD FLANGE, SWIVEL, SILVER SOLDER         | 4   | EA   |            |                |
| 4    | R0018683504 | 4" BULLETS, ANCHOR CONNECTOR                   | 4   | EA   |            |                |
| 5    | R0014000348 | 4" TRANSMISSION LINE O-RING                    | 4   | EA   |            |                |
| 6    | R0046959504 | 4" TRANSMISSION LINE HARDWARE KIT              | 4   | EA   |            |                |

**Total \$6,970.00**

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170313SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170314SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KBCW AUX (LOWER AUX 28, 30, 32, 34)

| Line | Item        | Item Description                                  | Qty | Unit | Price      | Extended Price |
|------|-------------|---|-----|------|------------|----------------|
|      |             | **** TRANSMISSION LINE TOTAL ITEMS<br>SHOWN BELOW | 1   | EA   | \$8,090.00 | \$8,090.00     |
| 1    | R58915      | 6" 50 OHM TRANSMISSION LINE 20 FT                 | 1   | EA   |            |                |
| 2    | R6354       | 4" 90 DEGREE (DIGILINE) EQ. LEG REINFORCED        | 2   | EA   |            |                |
| 3    | R0046868507 | 4" FIELD FLANGE, SWIVEL, SILVER SOLDER            | 4   | EA   |            |                |
| 4    | R0018683504 | 4" BULLETS ANCHOR CONNECTOR                       | 4   | EA   |            |                |
| 5    | R0014000348 | 4" TRANSMISSION LINE O-RING                       | 4   | EA   |            |                |
| 6    | R0046959504 | 4" TRANSMISSION LINE HARDWARE KIT                 | 4   | EA   |            |                |

**Total** **\$8,090.00**

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170314SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170315SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KQED AUX (LOWER AUX 28/30/32/34)

| Line | Item        | Item Description                                  | Qty | Unit | Price       | Extended Price |
|------|-------------|---|-----|------|-------------|----------------|
|      |             | **** TRANSMISSION LINE TOTAL ITEMS SHOWN BELOW    | 1   | EA   | \$22,838.00 | \$22,838.00    |
| 1    | R58915      | 6" 50 OHM TRANSMISSION LINE 20 FT                 | 4   | EA   |             |                |
| 2    | R58762      | 4" 50 OHM TRANSMISSION LINE 20 FT                 | 1   | EA   |             |                |
| 3    | R6354       | 4" ELBOW, DIGITLINE, EQUAL LEG REINFORCED         | 2   | EA   |             |                |
| 4    | R0046868510 | 6" FIELD FLANGE, SWIVEL, SILVER SOLDER            | 8   | EA   |             |                |
| 5    | R0046868507 | 4" FIELD FLANGE, SWIVEL, SILVER SOLDER            | 4   | EA   |             |                |
| 6    | R68187      | 6" TRANSMISSION LINE J-HANGERS CEILING HANGER KIT | 6   | EA   |             |                |
| 7    | R0008136501 | 6" BULLETS ANCHOR CONNECTOR                       | 8   | EA   |             |                |
| 8    | R0018683504 | 4" BULLETS ANCHOR CONNECTOR                       | 4   | EA   |             |                |
| 9    | R0014000438 | 6" TRANSMISSION LINE O-RING                       | 8   | EA   |             |                |
| 10   | R0014000348 | 4" TRANSMISSION LINE O-RING                       | 4   | EA   |             |                |
| 11   | R0046959504 | 4" TRANSMISSION LINE HARDWARE KIT                 | 12  | EA   |             |                |

**Total \$22,838.00**

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |
| Printed Name:           |                         |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170315SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170316SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KCNS AUX (LOWER AUX 28-30-32-34)

| Line | Item        | Item Description                                 | Qty | Unit | Price       | Extended Price |
|------|-------------|--|-----|------|-------------|----------------|
|      |             | **** TRANSMISSION LINE TOTAL ITEMS SHOWN BELOW   | 1   | EA   | \$43,668.00 | \$43,668.00    |
| 1    | R58762      | 4" 50 OHM TRANSMISSION LINE 20 FT                | 6   | EA   |             |                |
| 2    | R6354       | 4" ELBOW, DIGITLINE, EQUAL LEG, REINFORCED       | 12  | EA   |             |                |
| 3    | R0046868507 | 4" FIELD FLANGE, SWIVEL, SILVER SOLDER           | 12  | EA   |             |                |
| 4    | R0018683504 | 4" BULLET, ANCHOR CONNECTOR                      | 12  | EA   |             |                |
| 5    | R0014000348 | 4" TRANSMISSION LINE O-RING                      | 12  | EA   |             |                |
| 6    | R0046959504 | 4" TRANSMISSION LINE HARDWARE KIT                | 12  | EA   |             |                |
| 7    | R0028609501 | 4" TRANSMISSION LINE WALL PLATE FEED THROUGH     | 4   | EA   |             |                |
| 8    | R0046461501 | 4" TRANSMISSION LINE END CAP                     | 2   | EA   |             |                |
| 9    | R68186      | 4" TRANSMISSION LINE J HANGER/CEILING HANGER KIT | 10  | EA   |             |                |
| 10   | R0022190502 | 4" TRANSMISSION LINE GAS BARRIER                 | 2   | EA   |             |                |
| 11   | R0029651501 | 4" TRANSMISSION LINE 1-PT. VERTICAL HANGER       | 4   | EA   |             |                |
|      |             |  |     | EA   |             |                |

**Total \$43,668.00**

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

| <b>Bill to:</b>         | <b>Ship to:</b>         |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |
| Printed Name:           |                         |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170316SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.





**Quote Document**

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

| Bill to:                | Ship to:                |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170317SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KFSF AUX (LOWER AUX 28/30/32/34)

| Line | Item        | Item Description   | Qty | Unit | Price       | Extended Price |
|------|-------------|--|-----|------|-------------|----------------|
|      |             | **** TRANSMISSION LINE TOTAL ITEMS<br>SHOWN BELOW        | 1   | EA   | \$53,447.00 | \$53,447.00    |
| 1    | R58762      | 4" 50 OHM TRANSMISSION LINE 20 FT                        | 7   | EA   |             |                |
| 2    | R6345       | 4" ELBOW, DIGITLINE, EQUAL LEG, REINFORCED               | 10  | EA   |             |                |
| 3    | R0046868507 | 4" FIELD FLANGE, SWIVEL, SILVER SOLDER                   | 12  | EA   |             |                |
| 4    | R0004542503 | 6" TO 4" TRANSMISSION LINE REDUCER                       | 2   | EA   |             |                |
| 5    | R0018683504 | 4" BULLETS, ANCHOR CONNECTOR                             | 12  | EA   |             |                |
| 6    | R0014000348 | 4" TRANSMISSION LINE O-RING                              | 12  | EA   |             |                |
| 7    | R0046959504 | 4" TRANSMISSION LINE HARDWARE KIT                        | 12  | EA   |             |                |
| 8    | R0028609501 | 4" TRANSMISSION LINE WALL PLATE                          | 4   | EA   |             |                |
| 9    | R0046461501 | 4" TRANSMISSION LINE END CAP                             | 2   | EA   |             |                |
| 10   | R68186      | 4" TRANSMISSION LINE J HANGER/CEILING HANGER<br>KIT      | 12  | EA   |             |                |
| 11   | R0022190502 | 4" TRANSMISSION LINE GAS BARRIER                         | 2   | EA   |             |                |
| 12   | R0029651501 | 4" TRANSMISSION LINE 1-PT. VERTICAL HANGER               | 6   | EA   |             |                |
| 13   | R0060000400 | 4" TRANSMISSION LINE COAXIAL SWITCH - FLANGED,<br>4-PORT | 1   | EA   |             |                |

**Total \$53,447.00**

**Acceptance of Quotation**

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

**MA PRA 00209**

|                         |                         |
|-------------------------|-------------------------|
| <b>Bill to:</b>         | <b>Ship to:</b>         |
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170317SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

| Bill to:                | Ship to:                |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170318SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KPIX COMBINER TUM-A (CH 27/29/31)

| Line         | Item | Item Description   | Qty | Unit | Price    | Extended Price     |
|--------------|------|--|-----|------|----------|--------------------|
| 1            | TBA  | 3-PORT UHF COMBINER, CH 27/29/31<br>6-75 INPUT/OUTPUT CONNECTORS, 50 kW INPUT<br>RATING EACH INPUT | 1   | EA   | \$77,000 | \$77,000.00        |
| <b>Total</b> |      |  |     |      |          | <b>\$77,000.00</b> |

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.

**MA PRA 00211**



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

| Bill to:                | Ship to:                |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170319SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KQED COMBINER TUM-C (CH 30/32)

| Line         | Item | Item Description  | Qty | Unit | Price    | Extended Price     |
|--------------|------|---|-----|------|----------|--------------------|
| 1            | TBA  | 2-PORT UHF COMBINER, CH 30/32<br>6-75 INPUT/OUTPUT CONNECTORS, 50 kW INPUT<br>RATING EACH INPUT | 1   | EA   | \$60,000 | \$60,000.00        |
| <b>Total</b> |      |   |     |      |          | <b>\$60,000.00</b> |

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.

**MA PRA 00212**



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

| Bill to:                | Ship to:                |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170320SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KPIX AUX COMBINER (UPPER AUX 27/29/31)

| Line         | Item | Item Description   | Qty | Unit | Price    | Extended Price     |
|--------------|------|--|-----|------|----------|--------------------|
| 1            | TBA  | 3-PORT UHF COMBINER, CH 27/29/31<br>6-75 INPUT/OUTPUT CONNECTORS, 25 kW INPUT<br>RATING EACH INPUT | 1   | EA   | \$77,000 | \$77,000.00        |
| <b>Total</b> |      |  |     |      |          | <b>\$77,000.00</b> |

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.

**MA PRA 00213**



## Quote Document

22 Tower Road  
 Raymond, ME 04071  
 Tel: +1 207.655.8100  
 Fax: +1 2.7.655.8173  
[www.dielectric.com](http://www.dielectric.com)

| Bill to:                | Ship to:                |
|-------------------------|-------------------------|
| Sutro Tower, Inc.       | Sutro Tower, Inc.       |
| Attn: Eric Dausman      | Attn: Eric Dausman      |
| 1 La Avanzada St.       | 1 La Avanzada St.       |
| San Francisco, CA 94131 | San Francisco, CA 94131 |

|                     |          |
|---------------------|----------|
| <b>Quote Number</b> | 170321SM |
| <b>Facility ID</b>  |          |
| <b>Quote Date</b>   | 7/3/2017 |
| <b>Sales Person</b> | Moreen   |
| <b>Currency</b>     | USD      |

|                              |  |
|------------------------------|--|
| <b>Payments</b>              | 45/45/10 **Payment terms subject to change pending credit approval** |
| <b>Incoterms</b>             | FOB Raymond ME PPA   |
| <b>Freight Carrier</b>       |  |
| <b>Shipping Instructions</b> |  |
| <b>Packing Instructions</b>  |  |
| <b>Governing Terms</b>       |  |

FOR KQED AUX COMBINER (LOWER AUX 28/30/32/34)

| Line         | Item | Item Description  | Qty | Unit | Price    | Extended Price     |
|--------------|------|---|-----|------|----------|--------------------|
| 1            | TBA  | 4-PORT UHF COMBINER, CH 28/30/32/34<br>6-75 INPUT/OUTPUT CONNECTORS, 25 kW INPUT<br>RATING EACH INPUT | 1   | EA   | \$96,000 | \$96,000.00        |
| <b>Total</b> |      |   |     |      |          | <b>\$96,000.00</b> |

### Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested Date: \_\_\_\_\_

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.

**MA PRA 00214**



# **Cost Proposals**

## **Kessler and Gehman Associates**

# Kessler and Gehman Associates, Inc.

Consultants • Broadcast • Wireless




507 NW 60th Street, Suite C  
 Gainesville, FL 32607  
 Phone 352-332-3157  
 Fax 352-332-6392

[www.kesslerandgehman.com](http://www.kesslerandgehman.com)

Robert Gehman, Jr., PE  
 Jeffrey C. Gehman  
 Ryan C. Wilhour  
 William T. Godfrey, Jr.  
 William J. Kessler, PE, Emeritus

**PROPOSAL TO:**

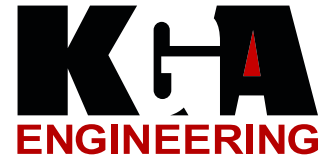
Mr. Eric Dausman  
 Vice President & COO  
 Sutro Tower, Inc.  
 1 La Avanzada Street  
 San Francisco, CA 94131  
 415-681-8851 (direct)  
 415-681-6754 (fax)  
 ericd@sutrotower.com  
 www.sutrotower.com

| PAGE:  |     | DATE:  | PROPOSAL NUMBER: | PROJECT AREA       |        |
|--|-----|--|------------------|--------------------|--------|
| 1 of 1   |     | July 01, 2017  | 20170310WTG-2    | FCC REPACK         |        |
| ITEM   | QTY | DESCRIPTION  |                  | RATE               | AMOUNT |
|  |     | <b>FCC REPACK - PROFESSIONAL ENGINEERING SERVICES</b><br><i>Sutro Tower - Super Complicated Site</i>   |                  |                    |        |
| 1  | 1   | Consulting - RF Engineering  |                  |                    |        |
| 2  | 1   | Engineering Studies - New Channel Assignment Analysis  |                  |                    |        |
| 3  | 1   | Antenna Planning (Main & Aux)  |                  |                    |        |
| 4  | 1   | Tower Planning and Coordinating  |                  |                    |        |
| 5  | 1   | Transmitter Planning and Coordinating  |                  |                    |        |
| 6  | 1   | RF Plant Planning and Coordinating   |                  |                    |        |
| 7  | 20  | Coverage Verification (Calculated – Not Measured)  |                  |                    |        |
| 8  | 6   | Site Visits to Sutro   |                  |                    |        |
|  |     | Note: Total fee is a “not to exceed” amount unless additional services are requested.<br><br><i>Total Services for 39 Month Repack Period Encompassing Pre-Phase and Assigned Phase Engineering for Reassigned Sutro Stations Pursuant to FCC Closing and Channel Reassignment Public Notice (DA 17-314) and Catalog of Eligible Reimbursement Expenses (DA 17-154).</i> |                  |                    |        |
| Signature:  |     |  |                  | Total: \$93,380.00 |        |



**Kessler and Gehman Associates, Inc.**

Consultants • Broadcast • Wireless



www.kesslerandgehman.com

June 30, 2017

507 NW 60th St. Suite C  
Gainesville, FL 32607  
Phone 352-332-3157  
Fax 352-332-6392

Mr. Eric Dausman  
Vice President & COO  
Sutro Tower, Inc.  
1 La Avanzada Street  
San Francisco, CA 94131

*Re: Sutro DTV field strength measurements - 6 stations*

Dear Eric:

Please consider this our estimate to perform the “before” field strength measurements (“FSM”), in preparation for the upcoming DTV Repack, for the following six (6) Sutro stations: KGO ch 7; KBCW ch 45; KCNS ch 39; KCSM ch 43; KRON ch 38; KTVU ch 44.

Our estimate to perform the entire 6-station FSM campaign along with preparation of the accompanying full FSM report for each station, is \$75,000.00 x 6 = \$450,000.

Please let me know if you have any questions, need any additional information, or would like to proceed.

Regards,

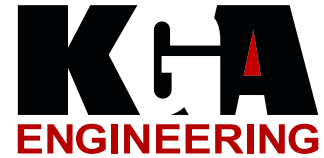
A handwritten signature in blue ink, appearing to read 'Jeff Gehman', is written over a light blue horizontal line.

Jeff Gehman  
(jeff@kesslerandgehman.com)

MA PRA 00217

# Kessler and Gehman Associates, Inc.

Consultants • Broadcast • Wireless



www.kesslerandgehman.com

July 3, 2017

507 NW 60th St. Suite C  
Gainesville, FL 32607  
Phone 352-332-3157  
Fax 352-332-6392

Mr. Eric Dausman  
Vice President & COO  
Sutro Tower, Inc.  
1 La Avanzada Street  
San Francisco, CA 94131

*Re: Sutro facility RFR measurements & reports*

Dear Eric:

Please consider this our estimate to perform the Radio Frequency Radiation measurements ("RFR"), in preparation for the upcoming DTV Repack.

We propose to replicate the methodology historically used for the site's RFR studies, which would involve performing **1)** a series of ground level RFR measurements at ~200 locations within a 1,000-foot radius of the Sutro tower with all stations at full power on their Main antennas, **2)** a series of ground level RFR measurements at ~200 locations within a 1,000-foot radius of the Sutro tower with all stations on their Aux facilities, and **3)** climbing the structures as needed to identify the strongest RFR locations.

Our estimate to perform the entire RFR campaign described above simultaneously during one trip to the site, along with preparation of the accompanying RFR report for each of the three scenarios, including all expenses, is \$20,000.00.

Please let me know if you have any questions, need any additional information, or would like to proceed.

Regards,

A handwritten signature in blue ink, appearing to read 'Jeff Gehman', is written over a white background.

Jeff Gehman  
(jeff@kesslerandgehman.com)

MA PRA 00218



## **Cost Proposals**

### **KFOG (FM) Temp Main Antenna**



# BROADCASTERS GENERAL STORE

2480 S.E. 52nd Street  
Ocala, FL 34480

VOICE: (352) 622-7700

FAX: (352) 629-7000

# QUOTATION

THIS IS NOT AN INVOICE.

Please do not pay from this document.

Quote #: 511520A

Date: 07/05/2017 MOST QUOTES VALID FOR 30 DAYS

Page: 1 PLEASE VERIFY PRIOR TO ORDERING

Quote For: JOHN BUCKHAM

Submitted By: Buck Waters

|   |                             |         |
|---|-----------------------------|---------|
| B | CMISANF                     |         |
| I | CUMULUS MEDIA SAN FRANCISCO | Initial |
| L | 750 BATTERY STREET          |         |
| L | 2ND FLOOR                   |         |
| T | SAN FRANCISCO, CA 94111- US |         |
| O | BROA0008                    |         |

|   |                             |         |
|---|-----------------------------|---------|
| S | SUTRO TOWER                 |         |
| H | 1 LA AVANZADA ST            | Initial |
| I | SAN FRANCISCO, CA 94111- US |         |
| P | JOHN BUCKHAM                |         |
| T |                             |         |
| O |                             |         |

| CUSTOMER PO # | SHIP VIA     | PAYMENT TERMS          | PHONE          | FOB    |
|---------------|--------------|------------------------|----------------|--------|
|               | WHEN NEEDED? | SPECIAL-30 DAYS/REG-31 | 1-415-995-6800 | ORIGIN |

| LINE | ITEM NUMBER           | DESCRIPTION  | UNITS | DISC EACH         | DISC TOTAL       | LIST EACH  | LIST TOTAL |
|------|-----------------------|--|-------|-------------------|------------------|------------|------------|
| 1    | ERI-MPX4CHW           | ERI 4-BAY MPX H/W CP FM ANTENNA<br>3 1/8" EIA CENTER FEED.....<br>TO BE MOUNTED ON 8" POLE<< 104.5 MH      | 1     | 16,065.78         | 16,065.78        | 18,074.00  | 18,074.00  |
| 2    | CAB-HCA30050J         | CABLEWAVE 3" AIR DIELECTRIC LINE<br>ATTEN: .12-.13dB/100' @FM BAND/40kW                                    | 650   | 18.65             | 12,122.50        | 36.74      | 23,881.00  |
| 3    | CAB-HOIST1300L        | CABLEWAVE 3" & 4" HOISTING GRIP<br>LACE UP 916534-300  | 3     | 56.14             | 168.42           | 116.91     | 350.73     |
| 4    | CAB-CLAMP300          | CABLEWAVE 3" HANGER KIT 10pk<br>920159-004   | 22    | 73.00             | 1,606.00         | 152.00     | 3,344.00   |
| 5    | CAB-WPFG1             | CABLEWAVE WEATHER PROOFING KIT   | 2     | 14.35             | 28.70            | 28.23      | 56.46      |
| 6    | CAB-318EIAHCA300009KT | RFS 3 1/8" EIA CONNECTOR KIT FOR<br>HCA 300 CABLE INCLUDES GAS/PASS<br>CONNECTOR, HARDWARE, O-RING, BULLET | 2     | 1,025.13          | 2,050.26         | 1,778.87   | 3,557.74   |
| 7    | CAB-CONNINSTALLBD     | CABLEWAVE CONNECTOR INSTALL/AIR  | 1     | 105.25            | 105.25           | 214.28     | 214.28     |
| 8    | CAB-318EIAECE002      | CABLEWAVE 3-1/8" BULLET<br>158-59-2010   | 2     | 110.86            | 221.72           | 228.68     | 457.36     |
| 9    | MYA-301021            | MYAT 3 1/8" SWIVEL FLANGED ELBOW w/<br>INNER CONN. + O-RING/REINFORCED I/O                                 | 2     | 466.67            | 933.34           | 560.00     | 1,120.00   |
| 10   | CAB-ANGLEUI           | CABLEWAVE UNIV. ANGLE ADPT KIT/10PC<br>#916094   | 22    | 52.78             | 1,161.16         | 109.88     | 2,417.36   |
|      |                       |  |       | Sub Total         | 34,463.13        |            | 53,472.93  |
|      |                       |  |       | Estimated Freight | 3,749.66         |            | 3,749.66   |
|      |                       |  |       | Sales Tax         | 0.00             |            | 0.00       |
|      |                       |  |       | <b>YOUR PRICE</b> | <b>38,212.79</b> | LIST PRICE | 57,222.59  |

FREQ OF ANTENNA 104.5  
ANTENNA WILL BE MOUNTED ON A 8" POLE  
Freight for Cablewave = \$1600  
freight for ERI = \$2149.66

\*\*\*\*\* CONTINUED ON NEXT PAGE \*\*\*\*\* CONTINUED ON NEXT PAGE \*\*\*\*\* CONTINUED ON NEXT PAGE \*\*\*\*\*

Unless provided otherwise, most quotes are valid for thirty (30) days. The purchase of goods from this quotation is with the understanding that the Seller retains title and right to possession of the goods until they are paid for. In the event of a default in payment the Buyer agrees to pay all costs of collection, including attorney's fees and interest shall accrue at the rate of 18% per annum. Any litigation concerning this quotation, or any agreement arising from it, shall take place in Marion County, Florida. Customer will be responsible for any applicable freight, sales tax, custom or duty charges unless otherwise noted.

MA PRA 00220



# BROADCASTERS GENERAL STORE

2480 S.E. 52nd Street  
Ocala, FL 34480

VOICE: (352) 622-7700

FAX: (352) 629-7000

# QUOTATION

THIS IS NOT AN INVOICE.

Please do not pay from this document.

Quote #: 511520A

Date: 07/05/2017 MOST QUOTES VALID FOR 30 DAYS

Page: 2 PLEASE VERIFY PRIOR TO ORDERING

Quote For: JOHN BUCKHAM

Submitted By: Buck Waters

|   |                             |         |
|---|-----------------------------|---------|
| B | CMISANF                     |         |
| I | CUMULUS MEDIA SAN FRANCISCO | Initial |
| L | 750 BATTERY STREET          |         |
| L | 2ND FLOOR                   |         |
| T | SAN FRANCISCO, CA 94111- US |         |
| O | BROA0008                    |         |

|   |                             |         |
|---|-----------------------------|---------|
| S | SUTRO TOWER                 |         |
| H | 1 LA AVANZADA ST            | Initial |
| I | SAN FRANCISCO, CA 94111- US |         |
| P | JOHN BUCKHAM                |         |
| T |                             |         |
| O |                             |         |

| CUSTOMER PO # | SHIP VIA     | PAYMENT TERMS          | PHONE          | FOB    |
|---------------|--------------|------------------------|----------------|--------|
|               | WHEN NEEDED? | SPECIAL-30 DAYS/REG-31 | 1-415-995-6800 | ORIGIN |

Submitted By: Buck Waters, Phone: 352-622-7700, Email: buck@bgs.cc  
 PLEASE VERIFY DESCRIPTIONS FOR ACCURACY, INITIAL BILL & SHIP-TO ADDRESSES AND  
 ACCEPT WITH SIGNATURE. Thank you for the opportunity to quote on your requirements!

Purchaser's Acceptance  
 Quotation accepted by \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Customer PO# \_\_\_\_\_

**FREIGHT AND ANY APPLICABLE TAX WILL BE ADDED TO INVOICE** (unless stated otherwise). IF TAX EXEMPT, a certificate of exemption is required BEFORE the order can ship. BGS has a 30 Day Return Policy with RMA supplied by BGS - note that freight is nonrefundable. We do our best to avoid restock fees but non-stock items can incur a restock of 10%-100% depending on the vendor. Payment terms are subject to credit approval. Credit card orders may incur an additional 3% administrative fee that would be added to your payment.



Best Endeavours, Inc.  
39 Austin Street  
Wakefield, RI 02879

cell 301-748-9500  
office 530-305-7524  
6 July 2017

Eric Dausman  
Sutro Tower, Inc.  
1 La Avanzada Street  
San Francisco, CA 94131

### **Proposal 17.114**

This Proposal is for the relocation of the KFOG Auxiliary antenna from its current location on the east face of Level 2, to the South Leg between Levels 5 and 6.

#### **Proposal Pricing:**

**Labor, Per Diem and rigging services: \$116,000.00**

**Antenna Mounting system: \$10,000.00**

**Mob In/Out: \$24,000.00**

#### **Scope of Work**

- Receive supplied antenna system and inventory all components.
- Receive supplied coaxial cable, associated hardware and inventory all components.
- Rig tower to Level 6 on the South Leg.
- Install horizontal mounts at predetermined locations between levels 5 & 6.
- Assemble 4 bay antenna onto the mounting pipe on the ground, pre-sweep antenna and insure functionality.
- Rig and Hoist antenna and mounting pipe to the horizontal mounts between levels 5 & 6.
- Install supplied coaxial cable from existing TX line at Level 2 up the south leg to the antenna input.
- Assist Peter Eckmann with testing and tuning the antenna system.
- Re-rig to level 3 just about the old Aux antenna.
- Rig and Remove old aux antenna with mounting pipe and lower to the ground.
- Down rig tower.
- Clean up site.

#### **Considerations**

A-This proposal assumes all necessary permits and licenses are to be the responsibility of others.

**MA PRA 00222**

B-This proposal does not include any work outside of the above SOW.

C-This proposal includes the cost of the horizontal mounts and the vertical mast pipe for the new antenna.

D-Mob In/Out will not be charged if we are currently on site.

F- Antenna, coax, and all associated hardware are to the responsibility of others.

### **Terms and Conditions**

1. All work to be performed during day light hours and in an RF free environment unless specified in the scope of work.
2. No work will be done when adverse weather conditions affect either the quality of the work or the safety of the worker.
3. Any additional work, outside of the above Scope of Work, will be billed per the current Best Endeavours, Inc. rate sheet plus current GSA rate for per diem and cost plus 20% on required materials.
4. Weather days, if incurred, will be billed at \$500.00/man per day plus current GSA per diem.
5. This proposed bid price is valid for 30 days only.

### **Payment Schedule**

a-10% Due upon verbal or written contract.

b-Remainder due on net 30 terms once work is completed.



July 6, 2017

Sutro Tower, Inc.  
1 La Avanzada Street  
San Francisco, CA 94131

Attn: P. Eric Dausman, Chief Operating Officer

**Re: Post-Auction TV Spectrum Repacking Obligation/Multi-User Shared Tower**

Dear Mr. Dausman:

This provides a review of certain contract obligations arising from broadcast television licensees that are re-assigned to new channels, i.e. repacked stations, in consequence of the FCC's broadcast spectrum reverse auction pursuant to the federal Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, Section 6402 (the "Spectrum Act"). In particular we are concerned with potential obligations arising from necessary repacking of reassigned stations, for certain expenses from repack changes required of other tower occupants particularly at a major, complex, multi-user, shared antenna facility such as Sutro Tower. Our review is based on the Spectrum Act, FCC Regulations, published FCC interpretations and guidance thereunder, and related facts and obligations as set forth below.

It is our conclusion that the relocation of existing FM main antennae at Sutro Tower may be necessary to accommodate the Spectrum Act post-auction, involuntary channel reassignments to be effected by the Repack Project as described below. The involuntary-reassignment stations are the contractually responsible cause of that FM relocation requirement, the expense of which therefore should be included in such stations' Repack Project expense allocations and potential FCC Reimbursement Fund submission.

1. "Super Complicated" Sutro Tower Repack Project. As background, Sutro Tower is a 997 foot tall, 3-legged free standing tower and antenna support structure built at the base of Mt. Sutro, in a fully developed residential neighborhood near the geographic center of the City and County of San Francisco, California at a ground elevation of 884 feet, with its highest antennas at 1,811 feet above sea level. Present indications are that of the 11 full power television broadcast stations currently operating from Sutro Tower, the Spectrum Act auction outcomes and resulting change of broadcast television licensed spectrum and digital channel position reassignments for FCC licensed, full-power commercial and non-commercial broadcast stations at Sutro Tower (the "Repack Project") will involve the elimination of two TV broadcast stations, and the repacking of nine broadcast TV stations which will continue operation at Sutro Tower.



Of these continuing TV broadcast stations, it appears that six will be on newly reassigned channels, three will remain on their existing channel assignments, and certain additional broadcast TV stations may later operate within this configuration as added channel sharee stations. Most or all of the continuing licensees will be reconfigured in their broadcast antenna facilities on the Tower structure, including structural changes requiring the rebuilding of the Stack B or South antenna stack on the Tower. The Repack Project is subject to the FCC's mandatory national phased completion and channel relocation timeline, pursuant to which the Sutro Tower Repack Project stations have been scheduled by the FCC for completion by Stage 8 (UHF stations) and Stage 9 (VHF stations). In the thorough, so-called Widelity Report of repack analysis submitted to the FCC in 2013, Sutro Tower in San Francisco, as well as the major multi-station tall building rooftop broadcast sites in Chicago and New York City, were identified as "Super Complicated Sites" for spectrum repacking. Sutro Tower was selected as the Widelity hardest-case study due to its particular challenges and complexity.

2. Repack Requirements Affecting Other Shared-Tower Occupants: FM Radio. As noted, the Repack Project at Sutro Tower will involve the repacking of 9 full power broadcast TV stations which will continue in operation (not counting additional potential channel sharees); including the complete removal and reconstruction of the Stack B or South antenna stack on the Tower. Of these, it appears that six (6) full power broadcast television stations at Sutro Tower will be repacked with FCC channel reassignments (KRON, KGO, KCSM, KBCW, KTVU, and KCNS). Among the several dozen other non-TV, FCC licensed broadcasters and communications service providers at Sutro Tower are four FM radio broadcast stations, one or more of whose main antennae must be relocated on the Tower structure to accommodate the Repack Project. Their normal continuous 24-hour operation from their existing Tower locations generates radio frequency (RF) radiation emissions which under existing circumstances are well within a margin of safety beneath the human exposure limits under applicable FCC RF safety standards, but would not be safe for Repack Project workers on the Tower during the prolonged 18-month active Tower work period. The principal Repack Project work will require the extended deployment of human workers on the Tower structure in areas which would exceed the applicable RF human exposure standards, even with the use of RF safety best practices and equipment, due to necessary work in proximity to one or more of the FM antennae as they are presently located at Sutro Tower. Thus it may be necessary, depending on the precise locations and final Repack Project configuration, to relocate at least one if not more of the FM main antennae to accommodate the Repack Project implementing the involuntary TV channel reassignments.

3. Contractual Obligations Against Prolonged FM Broadcast Cessation During Repack Project. The complex South antenna stack rebuilding and multiple broadcast station relocation at Sutro Tower for the Repack Project, in order to comply with the FCC outer deadline for repack completion in 2020, has required that Sutro Tower user preparations already enter a high level of activity including engineering, design, vendor qualification, bidding, contracting and San Francisco Planning Commission discretionary permitting preparation. The current Repack Project timeline contemplates that Tower and antenna structure work begin no later than

August 2018 and continue for approximately 18 months, during which extended period, multiple teams of professionals and tradespeople will be actively and regularly deployed on the Tower including in the areas where the existing FM antennas are located. As noted, the regular continuous FM station broadcast operations at their FCC authorized power levels from the energized antennas at Sutro Tower, would be unsafe for workers in the necessary Repack Project work areas due to exceeding the RF human exposure limits specified in FCC standards. The necessary antenna and work locations are high on the Tower in close proximity to FM signals, in contrast to the normal operation when no workers are routinely close enough to exceed permissible RF human exposure limits.

Unlike normal operating circumstances when the FM-stations at Sutro Tower can reduce power, or cease operations and switch to auxiliary antenna broadcasting, during occasional brief and temporary onsite entry for simple maintenance and routine Tower work, the Repack Project will involve daily and continuing worker proximity on the Tower structure, usually during the daylight hours of greatest commercial value to FM broadcasters, for a period of 18 months. Notably, FM radio reception and audience is still primarily a direct off-air phenomenon such as for radio listeners driving in motor vehicles, unlike broadcast television stations for which signal reception is now largely through cable, satellite and other MVPD distributors rather than direct off-air reception. It will be untenable to require any of the four major market FM radio stations at Sutro Tower to cease operations or convert to auxiliary broadcasting for a period of 18 months or more during the Repack Project. Accordingly one or more FM radio stations at Sutro Tower will be required to relocate on the Tower to accommodate the channel reassignment stations and the Repack Project, by moving the FM antennae to locations which will not expose Repack Project workers to close proximity, excessive RF radiation levels during the lengthy course of the Repack Project.

a) Contract Obligations – Overview. Contractual obligations to such directly affected FM stations arise from the system of agreements and contractual obligations between the Repack Project TV stations at Sutro Tower, the Tower operating entity (Sutro Tower, Inc., known as “STI”), and the four FM radio stations operating pursuant to long term leases at Sutro Tower. To maintain the necessary coordination, cooperation, and fairness among the many FCC licensed broadcasters and communications service providers at Sutro Tower, each type of user for example, full power TV stations, FM radio stations, and wireless service providers, is party to a uniform set of contract terms and conditions providing for, among other things, station compliance with applicable law including FCC rules and regulations; protection of stations from signal interference amongst each other, according to FCC and contractual rules and priorities; adherence to contractual Tower site standards prohibiting among other things, the user’s operation or activity at Sutro Tower to the detriment or hindrance of other FCC licensee users; and mutual RF radiation protection agreements consistent with FCC standards and best practices for RF safety management in complex multi-antenna, multi-user environments.

b) Repacked TV Station Leases. In particular, the uniform standard TV Broadcast Lease between Sutro Tower, Inc. and each full-power broadcast station including the six

involuntary-reassignment repack stations, provides in relevant part for each station's Demised Premises including a specific antenna location on Sutro Tower, which antenna cannot be relocated without Sutro Tower approval and necessary coordination with other Tower users (TV Lease section 1(b) and Exhibit C). Sutro Tower is obligated to maintain the tower including to make changes or alterations therein as may be required by any governmental authorities (TV Lease section 8). Each TV Lessee is obligated to "take all reasonable precautions to avoid interference or other hindrance to and with the operations of the other lessees" at Sutro Tower (Section 10), and to comply with applicable laws, safety regulations, and RF radiation/power density guidelines and standards (TV Lease section 18). There are extensive requirements applicable to all TV Lessees, to avoid, prevent and if necessary, cure interference or hindrance to the broadcasting activities of other tenants, specifically including if any other radio broadcaster "is prevented from using or having access to its equipment at reasonable and usual times to an extent which interferes to a material degree with the operation or maintenance thereof" (TV Lease section 11(D)(iv)). All broadcasters are also obliged to mutually cooperate to anticipate and prevent any such objectionable interference or hindrance (TV Lease section 11(H)), and a TV lessee's failure to do so is subject to full Lease contractual remedies, including without limitation, declaration of default, lease termination and liability (TV Lease section 23(d)).

c) FM Leases. In relation to the foregoing TV Lessee operations, the four FM radio broadcasters at Sutro Tower also operate under a uniform standard FM Lease document which includes substantially identical provisions as the foregoing for avoidance of interference and hindrance to others, and corresponding protection from interference and hindrance by TV lessees and other users at Sutro Tower (FM Lease sections 8 and 11). Notably, the section 11 non-interference/hindrance provisions under both the TV and FM Leases are expressly for the benefit of all such broadcasters amongst each other, and provide for participation and remedies directly between such tenants. In addition, the FM Lease documents provide a covenant of quiet enjoyment confirming that each FM Lessee is entitled to use and enjoy its Demised Premises including their specified antenna location, such that the FM Lessees cannot be compelled to suffer substantial interference and hindrance with their broadcast operations during the lengthy Repack Project, nor move their antennas structure without their consent.

Thus, the express terms of the TV Leases and FM Leases at Sutro Tower obligate the involuntary-reassignment repack stations to protect the FM stations from the substantial interference and hindrance of the Repack Project, and such involuntary reassignment stations are accordingly obliged.

4. FCC Reimbursement Policy. Broadly speaking, the Spectrum Act and the FCC's rules, orders and interpretations thereunder provide that post-auction repacking cost reimbursement is required, and will be provided, only for full power and Class A television licensees that are involuntarily reassigned to new channels in the repacking process. In that connection, the Commission has recognized that:

“stations that are not reassigned to new channels but that sustain expenses due to the repacking process may be reimbursed indirectly. [fn 6098: We note, however, that in such a situation only the reassigned station would be eligible to seek reimbursement from the Reimbursement Fund for any such cost.] For example, where multiple stations share a tower, a reassigned station that makes changes may be required to cover certain expenses incurred by other tower occupants. [fn 6099: . . . We note that many towers used by television stations have multiple occupants, including other television and radio stations as well as non-broadcast facilities. Changes to the facilities of one station may affect other broadcast stations on the tower if, among other things, other station antennas must be moved to accommodate the change.] In such circumstances, the Commission will consider a claim from the reassigned station for reimbursement of such costs, so long as the reassigned broadcaster has a contractual obligation to pay these expenses through a contract entered into on or before the release date [of the FCC’s Order, FCC 14-50, paragraph 602]. [fn 1700: Parties may receive such reimbursement with respect to contracts entered into after that date if they can show good cause for such reimbursement.] We also note that there may be instances in which a non-reassigned station may benefit indirectly from a reimbursement to a reassigned station. [fn. 1701: This would occur if, for example, a reassigned station is reimbursed for new equipment that is shared with a non-reassigned station.]”  
(Incentive Auction Report and Order, FCC 14-50, paragraph 602)

Accordingly the relocation of at least one or more possibly more of the four FM main antennae at Sutro Tower, depending on final mandatory Repack Project configuration, is necessary to accommodate the Spectrum Act post-auction, involuntary channel reassignments to be effected by the Repack Project. The involuntary-reassignment stations are the contractually responsible cause of that FM relocation requirement, the expense of which therefore should be included in such stations’ Repack Project expense allocations and potential FCC Reimbursement Fund submission.

Sincerely yours,



Walter W. Hansell

WWH/gr  
1179151.1



# **Cost Proposals**

## **Osborn Engineering**



J2017000.000

rev July 6, 2017

Sutro Group ATTN:  
Eric Dausman  
Vice President & Chief Operations Officer  
1 La Avanzada Street  
San Francisco, CA 94131

sent via email: [ericd@sutrotower.com](mailto:ericd@sutrotower.com)

**Re: Fee Proposal for Professional Services for Sutro Tower Transmitter Facility Survey and Condition Assessment**

Dear Eric:

Osborn Engineering is pleased to submit this Fee Proposal for Professional Services in regard to the Transmitter Facility Site Assessment Project located in San Francisco, CA. This proposal is based on conversations and information provided to Don Archiabile by Eric Dausman on 07/30/17.

### **PROJECT UNDERSTANDING**

It is the understanding of Osborn Engineering that Sutro is requesting a spatial assessment of the San Francisco, CA Transmitter Facility. This spatial assessment is required to understand the feasibility of adding replacement equipment in order to accommodate the FCC Repack for Sutro and to also facilitate the revised transmission line routing as related to the individual station transmitter room alterations and additions to the tower riser.

### **SCOPE OF WORK:**

#### **1. LASER SCANNING SURVEY, DIGITAL MODELING AND FACILITY DOCUMENTATION**

This task will consist of on-site laser scanning of both the interior and exterior of the Transmitter Facility. This process will produce a point cloud model of all building, infrastructure, and equipment surfaces. The point cloud model will then be utilized to generate a Digital Model in Revit Software. All equipment, walls and infrastructure greater than 2" in diameter will be modeled in order to assess & target areas for new transmission equipment on both the interior and exterior of the model.

Areas Included:

- (12) Transmitter Rooms
- Support MEP Rooms
- Support Office Area



- Roof Area
- Combiner Room
- Exterior Walls

**a. ON-SITE CONDITION ASSESSMENT & PHOTO DOCUMENTATION**

This task will consist of an on-site inspection of the facility by our Sr. Technology Planner and supporting engineers. Existing equipment and configurations will be photographed and documented for use in generating the final Digital Model and Report of Findings

**b. REPORT OF FINDINGS**

This task will consist of the preparation of a Report of Findings which will include the Digital Model, Site Photo, Existing Systems Documentation & targeted areas (and general sizes of those areas) for new transmission equipment.

**2. TRANSMISSION LINE PATHWAY PLANNING AND WORKSHOP**

This task will consist of on-site field verification of transmission line pathways using the Revit model generated from the Laser Scanning. This scope will also include

**a. Workshop Prep**

- Review Laser Scan Deliverable
- Workshop preparation with the COO to define workshop direction

**b. Workshop**

- Workshop with all (9) participating stations
- Determine transmission pathing program for the facility
- Generate conceptual individual station layouts for both in and out routing
- Define program for (9) signal path mapping throughout Sutro facility to Tower Base

**c. Field Verification**

- Using the Revit Model and workshop findings, verify conceptual pathway for transmission line
- Conceptual Space Plan for future rooftop MEP

**3. CONSTRUCTION DOCUMENTS**

This task will consist of generating Construction Documents for bidding, permitting and construction for transmission line pathways. This scope will also include:

- Support during Permitting & Bidding
- Construction Administration
  - (3) Field Visits including a punch list



## **BASIC SERVICES**

The following items are included in the Osborn Engineering's Basic Scope of Services:

- Digital Modeling (\*per areas listed above)
- Surveying (\*limited to facility laser scanning)
- Technology Engineering (\*limited to facility condition assessment)
- Architectural Design (\*limited to spatial identification)
- Electrical/Fire Alarm Engineering (\*limited to facility condition assessment)
- RF Engineering (\*limited to transmission line pathway routing)
- Mechanical (\*limited to transmission line pathway routing design and conceptual space plan for future rooftop MEP)
- Plumbing (\*limited to conceptual space plan for future rooftop MEP)

## **ADDITIONAL SERVICES**

The following items are not included in the Basic Services, but are available for an additional fee:

- Civil Engineering
- Structural Engineering
- Environmental Engineering
- Fire Protection Engineering
- Commissioning
- Any Design and Engineering Services not mentioned and/or included in Basic Services

## **DELIVERABLES**

Upon approval of this proposal, Osborn will schedule the on-site Laser Scanning Survey and Condition Assessment for the Building & Infrastructure.

### **Activities:**

In overview, Osborn Engineering shall perform the following activities during this early phase of work in the quantity and frequency as indicated:

- 1) Further gather all existing information relative to the project
- 2) Perform on-site survey and condition assessment
- 3) Generate Conceptual Site and Building Layout

### **Documentation:**

- 1) Digital Point Cloud Model
- 2) Digital 3D Revit Model (BIM)
- 3) Photographic Documentation
- 4) Report of Findings





Quantity:

- One (1) submission to the Owner
  - Two (2) hardcopies
  - One (1) complete document in PDF format

## SCHEDULE

Suggested start of Laser Scanning in late July. Revit model will be complete approximately 70 days after commencement of site scanning.

## ASSUMPTION & CLARIFICATIONS

- 1) This proposal assumes a "Fit Plan" will be executed in a later phase, not included in this proposal, once the transmission equipment is specified for the FCC Transition
- 2) This proposal assumes a future design phases (SD, DD & CD) to complete a full Architectural and Engineering Package in regard to FCC Transition Requirements.
- 3) This proposal assumes full access to the site will be provided by Sutro.
- 4) LEED certification will not be pursued for this project.
- 5) This proposal does not include 3rd party or permitting fees.
- 6) This Proposal assume the facility is free of hazardous material and does not include Environmental Engineering Services
- 7) The Revit Model produced will include all visible walls, pipes, conduits, ducts, equipment, etc. that impact available locations for equipment and routing pathways. Such models are typically geometrically accurate to within 1/2" with regard to locations. Model numbers, colors/patterns for rendering, air flows, electrical information, etc. will not be included in models during this phase, but can be added by Osborn at a later phase.
- 8) Scanning/Modeling of the site and tower is not included herein but available as an additional service.

## COMPENSATION

### **FEE**

The total Lump Sum Fee, based upon the Scope of Work defined herein, is Two Hundred Eighty Eight Thousand, Two Hundred Fifteen Dollars (**\$288,215.00**) for the Professional Services plus reimbursable expenses.

### **TOTAL FEE Breakdown BY PHASE**



| Phase   | Fee                  |
|---|----------------------|
| Facility Scanning Survey and Condition Assessment | \$ 125,300.00        |
| Field Transmission Line Pathway Planning          | \$ 29,500.00         |
| Construction Documents                            | \$ 98,635.00         |
| Permitting/Bidding/ Construction Administration   | \$ 34,780.00         |
| Future Individual Station Transmitter Room Design | \$ -                 |
| Future Exterior Mech/Elec/Plumb/Tech Design       | \$ -                 |
| <b>Total</b>                                      | <b>\$ 288,215.00</b> |

### REIMBURSABLES

Reimbursable project expenses are not included in the aforementioned lump sum fee. Standard reimbursables shall be inclusive of personal mileage, parking expenses, courier services, reproduction services and other miscellaneous expenses directly required to execute the Services. These shall be billed at a cost of 1.00 times the cost. Those non-standard reimbursables such as: long distance travel, international calling, etc. that may be required to execute the services shall not be incurred without prior written approval of the Owner. If and when approval is received and the expense is incurred, such expenses shall be billed at a rate 1.00 times the cost. Printing of documents for contractors' use during bidding is not included in the estimated reimbursable project expenses.

Reimbursable project expenses are estimated not to exceed \$20,000.

### INVOICING

All fees for services rendered and incurred reimbursable project expenses, shall be billed on a monthly basis, based on a percentage of services completed and expenses incurred.

We anticipate that the proposal, defined here in, is clear and to your liking; however, if at any time you have any questions or concerns, please, do not hesitate to contact Geoff Aiken at (216) 861-2020 or via email at [gaiken@osborn-eng.com](mailto:gaiken@osborn-eng.com). We look forward to working with you on this project; and, we sincerely appreciate this opportunity. Upon approval of this proposal, we anticipate the owner will enter into a Professional Services Agreement between the Owner and Osborn Engineering or issue a Purchase Order. Design services will commence once the Professional Services Agreement or a Purchase Order is received by Osborn.

Very truly yours,  
**Osborn Engineering**  
 Gary Hribar, PE  
 President and CEO

Prepared By: Geoffrey Aiken AIA, LEED AP  
 Director, Technology and Entertainment

|     |   |
|-----|---|
| Cc: | Don Archiable – Osborn<br>Jeff Donovan - Osborn<br>Bonnie Vorachek – Osborn<br>Sarah Moses – Osborn |
|-----|---|



# **Cost Proposals**

## **Simpson Gurpertz & Hegar**

19 May 2017  
(Revised 24 May 2017)

Eric Dausman  
Vice President & Chief Operating Officer  
Sutro Tower Inc.  
1 La Avanzada  
San Francisco, CA 94131-6754

Re: Proposal to Provide Structural Engineering Services for Stack B Repacking Project

Dear Eric:

Simpson Gumpertz & Heger Inc. is pleased to provide Sutro Tower this proposal to provide structural engineering services in support of the Stack B Repacking Project. This proposal is based on discussions with you, TCI and Dielectric as to project intent and schedule, as well as preliminary schematic information provided by Dielectric with regard to the proposed tower configuration.

#### **PROJECT SCOPE**

Based on the above, we understand that the conversion project will consist of the following:

1. Removal of the existing Stack B mounted above Level 6.
2. Installation of new a new Stack B above Level 6. This stack will include antennas for KGO and KRON. Additionally, a new KBCW antenna will be mounted just below the antenna stacks. The estimated weight is 20 tons.
3. Reattach the existing KQED antenna to the new Stack B.
4. Relocation of the existing KGO mast antenna cantilevered above the east face of Level 2 to Leg B just below Level 5. The estimated weight is 1 ton.
5. Removal of the KOFY antenna mounted on existing Stack A above Level 6.
6. Removal of the KEMO antenna mounted on existing Stack C above Level 6.
7. Miscellaneous reconfiguration of minor antenna supports.
8. Seismic evaluation and upgrade of transmission equipment anchorage in the Sutro Tower Facilities Building.

We understand that design of the communications systems will be separately performed by Dielectric, under direct contract with Sutro Tower. Tower Consultants, Inc. of Columbia, South Carolina will provide additional structural and construction engineering services, also under direct contract with Sutro Tower. SGH will directly perform structural analyses of the tower, in its various configurations for adequacy, to support the weight of equipment, wind loads, seismic loads and erection loads, utilizing our existing analytical model of the tower, developed for the seismic

#### **SIMPSON GUMPERTZ & HEGER INC.**

100 Pine Street, Suite 1600, San Francisco, CA 94111

main: 415.495.3700 fax: 415.495.3550 [www.sgh.com](http://www.sgh.com)

Boston | Chicago | Houston | New York | San Francisco | Southern California | Washington, DC

upgrade work and updated for Phase II of the Digital Television Project completed a few years ago. We will also perform design of structural upgrades of the tower necessitated by these modifications and prepare construction documents, suitable for obtaining building permits and act as engineer-of-record for this work. In this role, we will assist Sutro Tower with communications with neighborhood groups, and the San Francisco Planning Commission, as required to obtain building permits.

Tower Consultants will develop the weights of the communications equipment, definition of staging and erection loads, and preparation of shop drawings for the structural modifications. SGH will support Sutro Tower in obtaining necessary permits from the City, including working with your land use attorney, the Planning Commission, Building Department and Board of Supervisors, as necessary. We will also support Sutro Tower in obtaining proposal from steel fabricators and construction contractors and in providing construction administration services during installation of the work.

We believe several additional consultants will likely be necessary to take this project through the permit stage. Although not required by code, given the politically sensitive nature of this project, we believe it would be appropriate to perform wind tunnel studies of the tower to confirm wind loading under the new configuration. Similarly, we believe that a geotechnical consultant should be retained to confirm that the ground motion criteria used by us in our digital television work several years ago is still valid, considering advances in the state of the art since that time, and to update the ground motions used for our analyses. We do not believe it is necessary to bring either of these consultants on board immediately. Rather, we propose to perform initial calculations of wind loading using manual calculation techniques and also use the ground motions from the previous upgrade design. These consultants will be retained once final configuration of the tower is determined, and we prepare to submit permit documents.

Based on our previous experience with the seismic upgrade project, and also the heightened political situation in San Francisco associated with controversies surrounding the Millennium Tower, we believe it is likely that the City of San Francisco will require an independent structural engineering peer review panel to review our work and advise the City as to whether the designs are appropriate. We will work with the peer review panel in presenting our design criteria, analyses and designs and obtain their concurrence.

We propose to perform this work on the time and direct expense method with estimated budgets indicated in Table 1 below. Services directly provided by SGH will be performed in accordance with the rates indicated in Fee Schedule attached to this proposal, which also indicates our billing procedures.

We have defined the project phases as follows:

- Preliminary Design – Development of preliminary drawings and analysis reports for presentation to the peer reviewers and for preliminary discussions with the City.
- Detailed Design – Development of construction documents that will be submitted to the City for permit including obtaining peer review concurrence.

We have not included the cost of peer reviewers, but have included our expected costs associated with support of this project. We recommend you make allowance in an amount of \$75,000 for a peer review panel in the amount this is actually required.

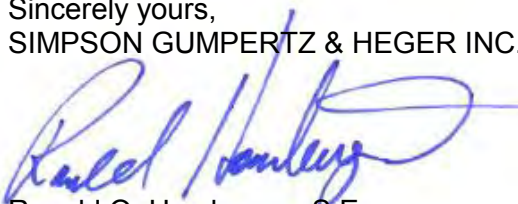
As with our past projects, we will not engage in any of the phases, or incur any major costs without your prior approval or concurrence. You have the right to terminate our services at any time. We reserve the right to suspend work if payments are in arrears. At your request, we will perform work in addition to the proposed scope at our standard fees.

**Table 1 Estimated Consulting Fees**


| Project Phase  | Fee              |
|--|------------------|
| Scope Development and Preliminary Pricing Information                | \$10,000         |
| Preliminary Design   | \$75,000         |
| Detailed Design  | \$80,000         |
| Seismic Evaluation of Equipment Anchorage in the Facilities Building | \$30,000         |
| Interface with Peer Review   | \$30,000         |
| Permit Support   | \$25,000         |
| Update 3D Model for as-built Condition                               | \$15,000         |
| Wind Tunnel Evaluation   | \$25,000         |
| Geotechnical Evaluation  | \$45,000         |
| Construction Administration  | \$25,000         |
| <b>Total</b>   | <b>\$360,000</b> |

This proposal is valid for sixty days. Our proposed agreement consists of this proposal and the enclosed Contract Provisions and Fee Schedule and Payment Terms. If acceptable, please sign and return one copy of this letter.

Sincerely yours,  
SIMPSON GUMPERTZ & HEGER INC.



Ronald O. Hamburger, S.E.  
Senior Principal  
CA License No. 2951



Benjamin J. Weaver, S.E. (CA)  
Senior Staff II – Structures

Accepted: SUTRO TOWER INC.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SIMPSON GUMPERTZ & HEGER INC.  
FEE SCHEDULE AND PAYMENT TERMS**

| <u>Personnel Category</u>    | <u>Hourly Billing Rate</u> |
|------------------------------|----------------------------|
| Senior Principal             | \$280                      |
| Principal                    | \$270                      |
| Associate Principal          | \$255                      |
| Staff Consultant             | \$215 – \$250              |
| Geotechnical Consultant      | \$200                      |
| Senior Project Manager       | \$215 – \$245              |
| Senior Project Supervisor    | \$190 – \$235              |
| Senior Staff II              | \$165 – \$195              |
| Senior Staff I               | \$140 – \$165              |
| Staff IV                     | \$190 – \$200              |
| Staff III                    | \$175                      |
| Staff II                     | \$130 – \$140              |
| Staff I                      | \$120                      |
| Technical Aide               | \$75                       |
| Senior Laboratory Technician | \$115 – \$145              |
| Laboratory Technician        | \$100                      |
| Senior Graphics Specialist   | \$205                      |
| Graphics Specialist II       | \$150                      |
| Graphics Specialist          | \$110                      |
| Senior Project Drafter       | \$145                      |
| Senior Drafter               | \$120                      |
| Drafter                      | \$100                      |
| Non-Technical                | \$85 – \$100               |

Rates are in US dollars. Individuals performing services are billed at the applicable rate(s) stated above. Where ranges of hourly rates are shown for a single title they reflect the varying rates of the particular individuals with that title. SGH will provide specific hourly rates for individuals assigned to the project if requested. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

Invoices will be submitted showing labor (hours worked) by labor category and total expenses.

**SIMPSON GUMPERTZ & HEGER INC. (SGH)  
CONTRACT PROVISIONS**

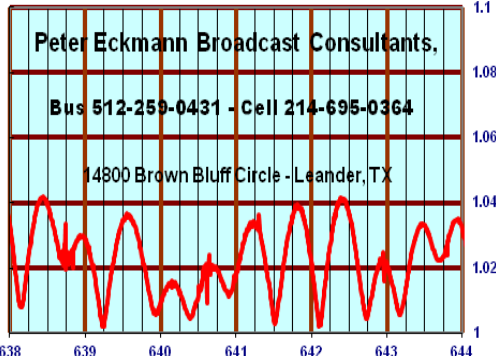
**CLIENT:** SUTRO TOWER INC.





## **Cost Proposals**

**Peter Eckmann Broadcast Consultants**



Peter Eckmann Broadcast Consultants, Inc.  
14800 Brown Bluff Circle  
Leander, TX 78641

July 2, 2017

Eric Dausman  
Sutro Tower, Inc.  
#1 La Avanzada  
San Francisco, CA 94131

Dear Mr. Dausman:

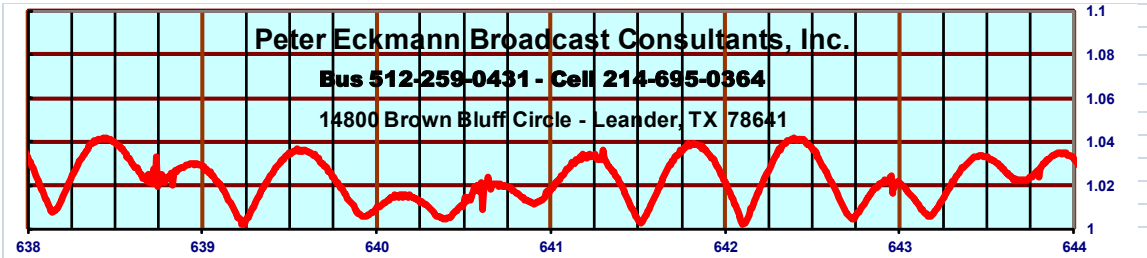
Below is the quotation for the installation and testing of all the building and roof combiner components and its corresponding interconnects.

The Sutro Tower Site is unique and I have done quite a bit of work at this site for the last 25 years. Everything always takes at least three to four times longer than they do at conventional tower sites due to its unique complexities on the tower and in the building.

Please let me know if you have any questions.

Sincerely,

Peter J. Eckmann  
President



**Quotation** Quotation # **2286**

| Customer Information |                         |  |           |               |
|----------------------|-------------------------|--|-----------|---------------|
| Name                 | Eric Dausman            |  | Date      | June 28, 2017 |
| Company              | Sutro Tower, Inc        |  | Tax ID    | 75-2940951    |
| Address              | #1 La Avanzada          |  | PO #      |               |
|                      | San Francisco, CA 94131 |  | MSO #     |               |
| City, State, Zip     | Phone                   | Email  | Project # |               |
|                      | (415) 681-8850          | <a href="mailto:ericd@sutrotower.com">ericd@sutrotower.com</a> |           |               |
| Job Site Location    | San Francisco, CA       |  |           |               |

**Job Description:**

| quantity     | Date | Description   | Unit Price   | Total               |
|--------------|------|---|--------------|---------------------|
| 1            | 1    | Tower mapping   | \$83,260.00  | \$83,260.00         |
| 1            | 1    | KGO Main antenna, RF testing, Complex   | \$6,120.00   | \$6,120.00          |
| 1            | 1    | KRON Main antenna, RF testing, Complex  | \$6,120.00   | \$6,120.00          |
| 1            | 1    | KBCW Main antenna, RF testing, Complex  | \$12,240.00  | \$12,240.00         |
| 1            | 1    | KGO/KRON Aux ant, RF testing, Complex   | \$6,120.00   | \$6,120.00          |
| 1            | 1    | KGO/KRON Aux ant, install combiner, RF testing  | \$18,360.00  | \$18,360.00         |
| 1            | 1    | TUM A ant, Install combiner, RF testing   | \$36,720.00  | \$36,720.00         |
| 1            | 1    | TUM A ant, remove old combiner  | \$36,720.00  | \$36,720.00         |
| 1            | 1    | TUM A ant, remove old transmission line interconnects   | \$12,240.00  | \$12,240.00         |
| 1            | 1    | TUM A ant, reroute and reconnect transmission lines   | \$36,720.00  | \$36,720.00         |
| 1            | 1    | TUM A ant, remove and replace coaxial switches  | \$12,240.00  | \$12,240.00         |
| 1            | 1    | TUM A ant, retune two 6" transmission lines   | \$126,000.00 | \$126,000.00        |
| 1            | 1    | TUM A ant, Additional RF testing, complex   | \$36,720.00  | \$36,720.00         |
| 1            | 1    | TUM C ant, Install new combiner   | \$24,480.00  | \$24,480.00         |
| 1            | 1    | TUM C ant, Remove old combiner  | \$12,240.00  | \$12,240.00         |
| 1            | 1    | TUM C ant, remove old transmission lines  | \$12,240.00  | \$12,240.00         |
| 1            | 1    | TUM C ant, install new transmission lines   | \$12,240.00  | \$12,240.00         |
| 1            | 1    | TUM C ant, remove and install 6 inch coaxial switch   | \$6,120.00   | \$6,120.00          |
| 1            | 1    | TUM C ant, retune two 6 inch transmission lines   | \$126,000.00 | \$126,000.00        |
| 1            | 1    | TUM C ant, rf testing, complex  | \$36,720.00  | \$36,720.00         |
| 1            | 1    | Upper Aux combiner, Install new   | \$18,360.00  | \$18,360.00         |
| 1            | 1    | Upper Aux combiner, Remove old  | \$12,240.00  | \$12,240.00         |
| 1            | 1    | Upper Aux combiner, remove old transmission line interconnects                                | \$12,240.00  | \$12,240.00         |
| 1            | 1    | Upper Aux combiner, install new transmission line   | \$18,360.00  | \$18,360.00         |
| 1            | 1    | Upper Aux combiner, remove and replace coaxial switches                                       | \$12,240.00  | \$12,240.00         |
| 1            | 1    | Upper Aux combiner, RF testing, complex   | \$18,360.00  | \$18,360.00         |
| 1            | 1    | Lower Aux combiner, intstall new  | \$24,480.00  | \$24,480.00         |
| 1            | 1    | Lower Aux combiner, remove old  | \$12,240.00  | \$12,240.00         |
| 1            | 1    | Lower Aux combiner, remove old transmission line interconnects                                | \$6,120.00   | \$6,120.00          |
| 1            | 1    | Lower Aux combiner, reconnect new transmission line interconnects                             | \$24,480.00  | \$24,480.00         |
| 1            | 1    | Lower Aux combiner, remove and replace 6 inch coaxial switches                                | \$12,240.00  | \$12,240.00         |
| 1            | 1    | Lower Aux combiner, RF testing, complex   | \$24,480.00  | \$24,480.00         |
| 1            | 1    | Job site analysis to create scope of work   | \$25,498.43  | \$25,498.43         |
| 1            | 1    | Assist 3D imaging company in creating drawings  | \$28,027.92  | \$28,027.92         |
| 1            | 1    | Network analysis, KFOG temp aux and main ant after switching back, travel included, two trips | \$25,000.00  | \$25,000.00         |
|              |      |   |              | \$0.00              |
|              |      |   |              | \$0.00              |
| <b>Total</b> |      |   |              | <b>\$933,986.35</b> |



# **Cost Proposals**

## **Tower Consultants**



Tower Consultants, Inc.

# *Stack B Repack Services Budgetary Proposal*

Eric Dausman  
Vice President  
Sutro Tower, Inc.  
1 La Alvanzada  
San Francisco, California 94131-1124  
Phone: 415.681.8850  
Cell: 503.380.0586  
Fax: 415.681.6754

Proposal Number TCI-17-099R3

977 ft. Self-Supporting Tower  
San Francisco, California

Your Tower Consultants Inc. Contact is:

Gregory Kelish  
15 Surrey Court  
Columbia, South Carolina 29212  
Cellular: 214-679-4278  
E-mail: [gkelish@tower-tci.com](mailto:gkelish@tower-tci.com)

(Quotation valid 90 Days from Proposal Date)  
All proposals are subject to final review and acceptance by Tower Consultants Inc.



Tower Consultants, Inc.

July 5, 2017

Eric Dausman  
Vice President  
Sutro Tower, Inc.  
1 La Alvanzada  
San Francisco, California 94131-1124

Re: Stack B Repack Services Budgetary Proposal  
977 ft. Self-Supporting Tower

Dear Eric,

Attached please find our budgetary proposal for the engineering, materials, labor services, project management and insurance to perform the Stack B Repack Replacement on the 977-ft self supporting Sutro tower located in San Francisco, California per the following reference documents:

- E-mail from Eric Dausman dated May 08, 2017 – Subject: Sutro Stack B Repacking Design
- E-mail from Ronald Hamburger dated May 22, 2017 – Subject: Sutro Stack B Replacement
- Sutro Tower Elevation View – Post Auction – Dated May 03, 2017

Services provided in this proposal include the following (anticipated completion is 2019 or 2020):

- Removal of the current Stack B.
- Shop drawings and fabrication of the new Stack B steel structure, new guy wires, and modification steel per SGH drawings.
- Erection drawings, rigging plan review, erection of Stack B structure, and tower modification.
- Installation of new antennas and transmission lines.

Should you have any questions regarding this proposal, or need further information at this time, please don't hesitate to contact me at (214) 679-4278 or Jean Lecordier at (803) 319-5005.

Sincerely,  
Tower Consultants Inc.

---

Gregory Kelish

Attachments: Proposal  
Tower Services Agreement

[Tower Consultants Inc.](#)

[Proposal TCI-17-099R3](#)



Tower Consultants, Inc.

## ***PROPOSAL***

**Proposal # TCI-17-099R3**

**Date: July 5, 2017**

**Ref: San Francisco, California**

---

**Services provided by TCI (Per the requirements of standard practice in the tower industry):**

All proposed rigging and rigging loads imposed on the tower will be reviewed by a Registered Tower Engineer. The rigging plan will be reviewed by TCI and if requested, presented to the tower owner prior to any work being done on the tower.

At the end of the project, work performed on the tower will be documented in a completion report.

**Proposal**

**1. Section 1: Tower Engineering, Material, and Shipping Services**

TCI will provide engineering, supply of tower materials, and shipping to the job site as follows:

- 1.1. Detailing of the fabrication “shop” drawings for the tower modification and Stack B Replacement Steel per Simpson Gumpertz & Heger (SGH) design.
- 1.2. Fabrication of modification steel and Stack B Replacement.
- 1.3. Supply the replacement Phillystran guy wires per SGH design.
- 1.4. Shipping of the materials to the job site.
- 1.5. Preparation of the Erection Drawings.
- 1.6. Preparation of documents required for use with permitting applications (as required).
- 1.7. Review of the Erector’s ripping plan.
- 1.8. Perform a final inspection of the work performed and submit a completion report.

**2. Section 2: Tower Modification and Antenna Installation Services**

Supply all personnel, equipment, incidental materials, and supplies to complete the following scope of work:



Tower Consultants, Inc.

- 2.1. Mobilize personnel and equipment to site.
  - 2.1.1. Crew on site Monday through Saturday (typical work week) with a daily work schedule subject to coordination with the customer to conform to the city permit related hours.

Ten (10) hours Monday through Friday with 1/2 hour for lunch break.  
Eight (8) hours on Saturday with 1/2 hour for lunch break.  
Sunday to be a non-work day.
  - 2.1.2. TCI will supply sufficient equipment to perform the proposed modifications and antenna installation.
- 2.2. Unload and inventory material.
- 2.3. Rig tower in accordance with approved rigging plan.
- 2.4. Provide netting, tarps, etc. to collect any resulting debris from the work being performed on the tower.

Note: Debris falling on Sutro tower property will be collected daily and disposed of in containers furnished by Sutro Tower.
- 2.5. Main Tower Modifications
  - 2.5.1. Perform modifications to the main tower structure per SGH Preliminary Drawings dated May 4, 2017.
- 2.6. AUX Antenna and Line Removal and Installation:
  - 2.6.1. Remove existing KGO AUX Antenna and Line at Level 2 and install new antenna at Level 5.
  - 2.6.2. Provide one-half (1/2) crew day to assist in the tuning/testing.
- 2.7. Remove Stack B (including all antenna and lines):
  - 2.7.1. Remove the existing beacon and stage for reuse.
  - 2.7.2. Remove the following antenna & line from Stack B:
    - 2.7.2.1. Side mounted TFU-17JSC/VP-R antenna at 870-ft to 897-ft elevation.  
One (1) rectangular waveguide.





Tower Consultants, Inc.

- 2.7.2.2. Top Mounted TCLA-6A7 antenna and support pole.  
One (1) 6-inch rigid line.
- 2.7.3. Stage antenna & line at an on-site location selected by Sutro.
- 2.7.4. Remove the existing Stack B.
- 2.8. Install New Stack B:
  - 2.8.1. Install new 125-ft Stack.
  - 2.8.2. Install new Phillystran guy cables.
- 2.9. Stack B Antenna and Line Installation:

Install the following antenna and line (all material to be supplied by the customer):

Note: New transmission line shall be run to the building entry port.

  - 2.9.1. Top mounted **KRON-DT Channel 7** – THV-6A7/CP-R C140
  - 2.9.2. Top mounted **KGO-DT Channel 12** – THV-6A12/CP-R C150
  - 2.9.3. Side mounted **KBCW-D28/KPIX-D29** – TFU-20DSC VP-R CT150 DC
  - 2.9.4. Provide one (1) crew day to assist in the tuning/testing of each antenna.
- 2.10. Install the old beacon to the new antenna stack and install new conduit & wiring thru the new stack.
- 2.11. Final installation and tensioning of the Phillystran guy cables.
- 2.12. Touch-up paint as required.
- 2.13. Scrap material shall be disposed of at an appropriate off-site location.
- 2.14. Perform a final inspection of the completed modification and installation.
- 2.15. Address punch items as noted during the final inspection.
- 2.16. De-rig tower and de-mobilize the crew from the site.



Tower Consultants, Inc.

**Additional Notes:**

- This proposal assumes the tower crew will be on site Monday thru Saturday for the duration of the project.
- This proposal is exclusive of any sales & use taxes, and local or state permits.
- Work at the site will need to be coordinated with TCI and Sutro Tower for proper shut down of the associated broadcast equipment.
- All work to be performed in accordance with applicable safety requirements, including OSHA rules and policies.
- Anticipated completion is 2019 or 2020



Tower Consultants, Inc.

**Pricing Summary:**

Engineering, labor services, project management and insurance to perform the proposed Stack B Repack Services on the 977-ft self supporting Sutro tower located in San Francisco, California.

| <b>Description: Scope of Work</b>  | <b>Price</b>    |
|--|-----------------|
| <b>Engineering and Shop Drawings</b>   | \$ 144,500.00   |
| <b>Steel Fabrication, Phillystran Assemblies, Galvanizing, and Shipping</b>                | \$ 1,200,000.00 |
| <b>Field Service: Tower Modifications &amp; Removal/Installation of new 125-ft B Stack</b> | \$ 885,000.00   |
| <b>Field Service: Antenna &amp; Transmission Line</b>                                      |                 |
| <b>KGO Removal and Installation</b>  |                 |
| Remove Existing Main Antenna   | \$ 84,137.23    |
| Removal Existing Main Antenna Transmission Line  | \$ 149,311.39   |
| Install New Main Antenna   | \$ 84,137.23    |
| Install New Main Antenna Transmission Line   | \$ 298,622.77   |
| Remove Existing KGO Aux Antenna at Level 2   | \$ 10,132.92    |
| Remove Existing KGO Aux Transmission Line  | \$ 149,311.39   |
| Install New KGO/KRON Aux Antenna at Level 6 (amount allocated to KGO)                      | \$ 43,747.83    |
| Install New KGO/KRON Aux Transmission Line (amountn allocated to KGO)                      | \$ 119,449.11   |
| <b>KRON Main Antenna &amp; Transmission Line</b>   |                 |
| Install New Main Antenna   | \$ 84,137.23    |
| Install New Main Antenna Transmission Line   | \$ 298,622.77   |
| Install New KGO/KRON Aux Antenna at Level 6 (amount allocated to KRON)                     | \$ 43,747.83    |
| Install New KGO/KRON Aux Transmission Line (amountn allocated to KRON)                     | \$ 119,449.11   |
| <b>KBCW Removal and Installation</b>   |                 |
| Remove Existing Main Antenna   | \$ 84,137.23    |
| Removal Existing Main Antenna Transmission Line  | \$ 149,311.39   |
| Install New Main Antenna   | \$ 84,137.23    |
| Install New Main Antenna Transmission Line   | \$ 358,347.33   |
| <b>Rigging Plan Review</b>   | \$ 30,000.00    |
| <b>Project Management and Insurance*</b>   | \$ 261,400.00   |

\* Excludes Builder's Risk Insurance – Historically, Sutro has provided this if required.

**Payment Terms:** Invoicing shall be submitted bi-weekly, Net 15 days.



Tower Consultants, Inc.

**GENERAL NOTES: (Where Applicable)**

1. This proposal is for services, materials and project management as listed above. Any additional work to be performed will be quoted on a cost plus or fixed price basis.
2. This proposal does not include any fees or costs associated with building permits, performance and payment bonds that may be required.
3. This proposal is based on the assumption that the tower has been properly installed and maintained, including, but not limited to the following:
  - a. Proper alignment and plumb.
  - b. Correct guy tensions.
  - c. Correct bolt tightness.
  - d. No deterioration or damage to any structural component.
  - e. All equipment, T/L's, antennas, etc, is properly secured to the tower per manufacturer's recommendation.
4. All work to be completed during daylight hours. Proposal does not include the use of RF suits.
5. Power reduction on some antennas, as well as down time, should be expected during tower modifications. Customer is responsible to coordinate all power reductions to be within OSHA safe acceptable levels. If RF suits are required additional charges may be applicable.
6. Transmission Line (T/L) installed on the Tower and in the Support Bridge defined within this contract shall be run to the transmitter building exterior wall face, unless noted otherwise.
7. Modification to guy tensions is based on the assumption that sufficient adjustment is available at the end termination of the guy connection at anchor end. In the event that tension cannot be adjusted due to lack of end termination adjustment, a structural analysis may be required to validate the resulting final tension values.
8. Proposal is based on crew having adequate road conditions to site, adequate staging at site, and clear access to each anchor.
9. Any power lines that interfere with the project must be removed or relocated and are not covered in the proposed pricing.
10. Erection is based on normal site access to tower base and guy paths by two-wheel drive construction vehicles and shall utilize erection procedures and methods that have been employed in the industry for the last 50 years. Any conditions that alter or modify those conditions shall be cause for re-negotiation.
11. Customer hereby agrees and acknowledges that Tower Consultants Inc. shall have no liability whatsoever to Customer or to others for any work or services performed by any persons other than Tower Consultants Inc. or its direct subcontractors in connection with the implementation of any structural changes or modifications recommended by Tower Consultants Inc.
12. This contract is based on the use of non-unionized labor. Should TCI be required to use unionized workers or should prevailing wage conditions be applicable, additional charges shall be applicable. Also, TCI will not be responsible for any delays that are caused by any such union action.
13. This proposal for tall tower work includes a "Weather clause", see attached Tower Services Agreement.
14. All Purchase orders to execute this proposal must include reference to this proposal to be valid.



Tower Consultants, Inc.

15. **TAXES:** Seller's price does not include sales, use, excise, or any other Federal, State or Municipal taxes that under applicable law Seller may legally collect from Buyer. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other tax applied directly to the products or services sold or the sale there under shall be paid by the Buyer where permitted under applicable law or in lieu thereof, the Buyer shall provide a tax exemption certificate acceptable to the taxing authorities.
16. **Pricing assumes that the waiver allowing the crew to "ride the line" in accordance with customer's Operating Policies & Procedures shall be approved.** TCI shall submit the request for waiver within ten (10) days of contract award. Failure to approve the requested waiver shall result in the submission of a change order to account for the additional time on-site. Crew mobilization may be delayed until approval of either; (1) the requested waiver or (2) the proposed change order.
17. Any third-party inspections requested by the customer at the completion of a project must be performed while the crew is on-site and rigged to the tower. TCI shall notify the customer with as much advance notice as possible (usually one week). If a third-party inspection is performed after the crew has left the site, a change order may be required to cover additional expenses to mobilize personnel.
18. Addendum No. 1 to Contract, attached hereto, is incorporated by reference and TCI shall abide by the requirements of Addendum No. 1.

Presented by:  
**Tower Consultants Inc.**

Accepted by:  
**Sutro Tower, Inc.**

\_\_\_\_\_  
Gregory Kelish, CEO

\_\_\_\_\_  
Eric Dausman, Chief Operations Officer,  
Vice President

ALL AGREEMENTS ARE SUBJECT TO TERMS AND CONDITIONS ABOVE AND FOLLOWING



Tower Consultants, Inc.

## Tower Services Agreement

This Tower Modification Agreement (the “Agreement”) is made by and between **Sutro Tower, Inc.** (“Customer”) and Tower Consultants Incorporated (“Consultant”).

Whereas Customer wishes to retain the services of the Consultant for the purpose of completing tower modifications at the Customers tower facility as further set forth in this Agreement; and

Whereas Consultant wishes to provide such services to Customer pursuant to the terms and conditions of this Agreement.

In consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following terms and conditions:

### **Section 1: Scope of Work**

Consultant shall provide equipment, materials and qualified, experienced employees, professionals and others necessary for the performance of the work described above (and described more specifically in Exhibit “A”). Consultant reserves the right to make reasonable substitutions of labor or materials that are deemed necessary to facilitate the completion of the Scope of Work, provided that any such substitutions shall be of equal or greater quality (in the case of materials) and experience, expertise and skill (in the case of labor). Any substitutions that increase the cost to Customer require the Customer’s prior written consent by means of a change order executed in accordance with Section 2(C)(v). Notwithstanding the foregoing, any substitution of labor by Consultant for Consultant's own convenience or due to the unavailability of Consultant's employees or work force that results in an increase in cost shall be at Consultant's sole cost and expense and such increase shall not be imposed on Customer or submitted to Customer by means of a change order.

### **Section 2: Compensation and Payment Schedule**

- (A) **Late Payments:** Invoices shall be paid in full within 30 days from the date thereof, unless otherwise specified on the invoice and any amounts not paid by the due date will be deemed past due. Customer may be assessed a late charge of 1.5% per month on any past due amount. If a payment is more than 90 days past due, Consultant has the immediate right to cease work and evacuate its site crew pending payment. Customer shall be responsible for all mobilization, re-rigging and remobilization costs. Additionally, such nonpayment shall have the effect of extending the number of days required to complete the Scope of Work.
- (B) **Taxes and Fees:** The stated Contract Price does not include any applicable taxes, or fees. In addition to such quoted price, Customer shall pay all present and future foreign, federal, state and local taxes, permits and fees applicable to the construction, sale, purchase or use of the products identified in this Agreement. To the extent Consultant is required to pay such taxes or fees, Customer shall reimburse these to Consultant within 30 days after receipt of invoice.
- (C) **Price Adjustments:** The Contract Price is subject to change based on certain conditions which are reasonably contemplated by the parties at the time of the Agreement and may include the following:



Tower Consultants, Inc.

- (i) **Weather:** The Contract Price includes labor but does not include Inclement Weather days as hereinafter defined. The Contract Price may be subject to an upward adjustment by Consultant for any Inclement Weather days. Each Inclement Weather day shall be calculated at the rate of \$600.00 per day, per man in the crew. All days lost due to Inclement Weather shall be reported to the Customer as soon thereafter as reasonably possible, and may have the effect of proportionately extending the number of days required to complete the Scope of Work. Notwithstanding the foregoing, it shall be understood that ground activities may continue even on Inclement Weather days if it is safe to conduct such activities, in which case, there shall be no upward adjustment in fees under this section and there shall be no extension in days required to complete the Scope of Work. In the event of an extended weather delay (more than 3 days), Customer and Consultant may mutually agree in writing to cease work and have crews return at a later date. Inclement Weather is based on local reports by the National Weather Service and industry experience and shall be defined as those days that in the reasonable discretion of Consultant's on-site supervisor are unsafe or ill advised to perform the work.
  
- (ii) **Materials and Information:** The Contract Price is based on carrying out the Scope of Work in one continuous operation and does not contemplate interruption or delays due to missing information to be supplied by Customer or materials purchased separately by Customer, including but not limited to, necessary permits, coaxial lines, transmission line hangers, antenna, reflectors or electrical power. All materials to be furnished by Customer that are necessary for completion of installation must be on the tower site prior to the commencement of tower maintenance or, in the alternative, scheduled in such a manner as to avoid delaying the maintenance crew. Customer must also furnish all requested information in a timely manner including, but not limited to, transmission line drawings (if necessary). The Contract Price may be subject to an upward adjustment including remobilization charges if the foregoing conditions are not met. Any such delay may have the effect of extending the number of days required to complete the Scope of Work. The parties acknowledge that as of the date of this Agreement, customer has furnished all required materials to Consultant.
  
- (iii) **Access:** The Consultant is aware of the site conditions and accepts the site without additional preparation by the Customer. Consultant will require the use of the access road to the transmitter building and all the adjacent available raised work area for use throughout the project. Customer shall:
  - a) Provide necessary trusses to support the antenna during construction.
  - b) Provide necessary fittings and any gases (ie: nitrogen) required to pressure check all the transmission lines;
  - c) Provide electrical power to the base of the tower,
  - d) Provide the necessary building and construction permits,
  - e) Provide toilet facilities if required by local, state or federal authorities; and



Tower Consultants, Inc.

- f) Provide access to a telephone hookup.
- (iv) **Change Orders:** Consultant and Customer contemplate the possibility that changes in the Scope of Work may be required. Any such change shall be done by way of a Change Order specifically detailing the proposed change in the Scope of Work and shall thereafter be deemed an Amendment to this Agreement. Change Orders shall be in writing and signed by both parties. Change Orders may cause the Contract Price to be adjusted to reflect the cost incurred or saved plus a reasonable profit allocable to the work performed, if applicable. In the event that the Customer requests a material change in the Scope of Work, and if such requested change is likely to delay completion of the Work, the parties shall agree in writing, on a reasonable time-frame for completion of the project and any additional expenses to be covered by Customer in connection with such change.

### **Section 3: Warranty**

For a period of twenty four (24) months from the date of completion of the work, Consultant warrants that the product and/or service shall conform to the specifications provided in this Agreement and any supporting documents thereto and that the product and/or service will be free from defects in material and workmanship, except defects in the raw materials (including steel) supplied to Consultant by others if applicable. Consultant makes no warranty with respect to those products or components thereof not manufactured by Consultant but agrees that Customer shall be entitled to any assignable benefits of any warranties given to Consultant by the manufacturers or suppliers of such products or components. This warranty is valid only if all of the following conditions have been satisfied:

- a) Consultant receives written notice of any claimed defect within sixty (60) days of the time Customer learns of the defect, but in no event later than twenty four (24) months from the day the work was completed;
- b) Customer affords Consultant a reasonable opportunity to inspect and examine the alleged defect; and
- c) Consultant determines, in good faith and in its reasonable discretion, that the product and/or service is nonconforming or is defective as to material or workmanship which is not wholly or in part due to any misuse, improper maintenance, neglect, accident, vandalism, unauthorized repair or modification, defect in the raw materials or severe weather conditions. This limitation on the validity of warranties shall govern not only the express warranty made by Consultant herein, but also any other warranty that, contrary to the terms of this Agreement is deemed or implied by law to be in effect.

Consultant makes no warranty as to merchantability or fitness for a particular purpose and all implied warranties as to the foregoing are hereby disclaimed and excluded. Consultant shall not be obligated to change, modify or repair any of its work due to a Customer change in loading configuration of the structure. Consultant shall have no obligation to change, modify or improve any of its work to conform to changes in design, manufacture or engineering standards or customs, which occur after the date of this Agreement. Notwithstanding the foregoing, Consultant shall be obligated to change, modify or improve any of its work to conform to changes in design, manufacture or engineering standards or customs if such change, modification, or improvement is related to the safety of the Scope of Work and/or the safe operation of the products and materials provided by Consultant under





Tower Consultants, Inc.

the Scope of Work. Consultant's performance shall be judged in accordance with the standards and customs that were generally accepted in the tower design industry as of the Effective Date of this Agreement.

#### **Section 4: Limitation of Liability**

Except for negligent or willful misconduct, neither party shall be liable to the other for consequential damages neither for breach of this Agreement nor for any special or exemplary damages in any action based on tortuous acts or omissions by such party in any way related to this Agreement.

#### **Section 5: Insurance**

Consultant has procured, at no expense to Customer, the insurance coverage's set forth below insuring Consultant, its employees and directors, and shall maintain such coverage's in full force and effect as specified herein. Consultant will provide Customer with evidence of such coverage naming Customer as additional insured. The insurance specified below is placed with insurance companies rated at least A/VII by Best's Rating Service.

- (i) Commercial General Liability Insurance as follows:
  - (a) Bodily Injury & Property Damage Combined Single Limit:
    - \$2,000,000 General Aggregate
    - \$2,000,000 Products-Completed Operations Aggregate
    - \$1,000,000 Personal & Advertising Injury
    - \$1,000,000 Each Occurrence – Stop Gap Liability
    - \$10,000,000 Excess Liability Umbrella Coverage
- (ii) Errors and Omissions –Professional Liability:
  - (a) \$2,000,000 General Aggregate
  - \$1,000,000 Per Claim
- (iii) Comprehensive Automobile Liability Insurance, inc, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000.00) covering bodily injury, including personal injury resulting there from, and property damage.
- (iv) Worker's Compensation and Employers' Liability:
  - (a) \$1,000,000 Each Accident
  - \$1,000,000 Disease policy limit
  - \$1,000,000 Disease each employee

#### **Section 6: Indemnity**

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless Customer and each of Customer's members, shareholders, officers, employees, directors, partners, agents acting within the scope of their authority, successors, and assigns (collectively, "Indemnified Parties), and each of them, from and against claims, demands, causes of action, damages, losses, liabilities, and expenses (including but not limited to attorneys' fees, professional, expert, and consultant fees, investigative costs, and costs of appeal and enforcement of this provision) of every kind and nature ("Claims"), to the extent arising out of or resulting from, or alleged to be arising from or



Tower Consultants, Inc.

resulting from: (1) Claims related to the performance of the Scope of Work that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use thereof caused by any acts or omissions, negligent conduct, or willful misconduct, whether active or passive, primary or secondary, of the Consultant, a subcontractor of the Consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (2) any claims or liens of the Consultant's laborers, mechanics, materialmen, subcontractors, sub-subcontractors related to the Scope of Work (other than separate contractors hired directly by Customer to perform work or furnish materials in connection with the tower facility), except to the extent that the non-payment upon which the claim or lien is predicated resulted from Customer's wrongful failure to pay the Consultant sums due under this Agreement; (3) any fines, penalties, assessments, or other executions imposed by any governmental authority having jurisdiction over the Scope of Work by reason of the Consultant's failure to comply with this Agreement; (4) any failure (whether or not specifically identified herein) by the Consultant, any subcontractor, or anyone for whose acts any of them may be liable, to perform its obligations under this Agreement or any breach of this Agreement; (5) infringement or alleged infringement of any patent or similar rights related to the Scope of Work, unless such infringement or alleged infringement occurred solely as a result of the Consultant's compliance with drawings and specifications supplied by Customer and the Consultant was not aware of such infringement or alleged infringement; or if aware, reported it to Customer, in writing before doing the Scope of Work that gave rise to any such Claims; (6) Consultant's failure to obtain and maintain in force, or cause to be obtained and maintained, the insurance required by the terms of this Agreement; and (7) any failure by the Consultant to perform its obligations under its agreements with its subcontractors or any breach of said agreement.

The indemnification obligations contained herein shall survive the completion or termination of the Agreement. The indemnity set forth herein shall not be limited by insurance requirements or by any other provision of this Agreement, and is not exclusive of other indemnities as may be implied by law or equity. The indemnification obligation set forth in the above paragraph does not include the obligation to indemnify an Indemnified Party to the extent of such Indemnified Party's own negligence, or willful or intentional misconduct, or for defects in design furnished by or on behalf of such Indemnified Party. However, Consultant's obligation to indemnify, defend, and hold harmless an Indemnified Party for Claims required by the above paragraph is not excused or eliminated by the concurrent, joint, or contributory partial active or passive negligence of any Indemnified Parties. The indemnification obligations set forth in the above paragraph, however, shall not apply to any Claims to the extent such indemnity is void or otherwise unenforceable under applicable law in effect on, or validly retroactive to, the date of this Agreement.

In claims against any person or entity indemnified under this Section 6 by an employee of the Consultant, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant, or a Consultant or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

With respect to any Claims, and only after receipt of prompt written notice of such Claims from the Indemnified Parties, Consultant shall: (i) at the Consultant's sole cost, expense and risk, defend all Claims that may be brought or instituted by third persons, including but not limited to, governmental agencies or employees of the Indemnified Parties, against any one or more of the Indemnified Parties and that alleges any Claim that falls within the scope of the indemnity provided in this Section 6; (ii) reimburse any one or more of the Indemnified Parties for any and all legal expense incurred by any of them in enforcing the indemnity granted in this Section 6, and (iii) pay and satisfy any judgment or decree that may be rendered against any one or more of the Indemnified Parties, or any of them, arising out of such Claim.



Tower Consultants, Inc.

## **Section 7: Events of Default**

Should either party fail to perform any material obligation or observe any material term or covenant or condition under this Agreement after thirty (30) days written notice thereof, sent in accordance with Section 15, such failure shall be deemed an Event of Default. The non-defaulting party shall have the option of terminating this Agreement, is entitled to seek recovery for any damages sustained as a result of the breach including, but not limited to, expectation damages, court costs and reasonable attorney's fees and may seek to avail themselves of any remedy available at law or in equity. These remedies shall be cumulative and not in the alternative.

## **Section 8: Non-Solicitation**

Customer agrees not to pursue any employee of Consultant's for employment within its company or any other company for a period of one year from the Effective Date of this Agreement.

## **Section 9: Section Headings**

The section headings contained in this Agreement are inserted as a matter of convenience and are for reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect the interpretation of the terms and provisions hereof.

## **Section 10: Waiver of Rights**

Neither parties exercise of any right hereunder, not its delay or failure to do so, shall constitute a waiver of such right or any other right hereunder nor shall any right be deemed to have been waived unless the waiver be in writing and signed by a duly authorized officer of Consultant or Customer.

## **Section 11: Arbitration**

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may, upon mutual agreement of the parties (which agreement shall be memorialized in a separate writing signed by the parties), be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Provided that the parties agree to arbitrate, demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Any such demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## **Section 12: Governing Law and Venue**

The laws of the State of California shall govern the validity, performance and enforcement of this Agreement.



Tower Consultants, Inc.

### **Section 13: Integration**

This Agreement and the rider attached hereto, together, represents the entire agreement of the parties with respect to the subject matter hereof. All agreements entered into prior hereto are revoked and superseded by this Agreement. The parties except as expressly set have made no representations, warranties, inducements or oral agreements forth herein. This Agreement may not be changed, modified assigned or rescinded except in writing and signed by all parties hereto; any attempt at oral modifications of this Agreement shall be null and void.

### **Section 14: Authority**

Each party represents by signing this Agreement that they have the authority to enter into the same and binds each party, their heirs, successors, assigned fellow beneficiaries in trust and/or partners to the terms and conditions as herein set forth.

### **Section 15: Assignment**

Consultant shall not assign or transfer this Agreement, whether by operation of law or otherwise, without the express written consent of Customer. Consent shall not be unreasonably withheld. This provision shall not be construed to prevent Consultant from subcontracting portions of the Scope of Work to subcontractors of its choosing.

### **Section 16: Notices**

Any notice or other communication hereunder must be given in writing and (a) delivered in person, (b) transmitted by facsimile or other telecommunications mechanism or (c) mailed by certified or registered mail or nationally recognized courier service, postage prepaid, receipt requested, as follows:

If to Tower Consultants, address to:

Leona Rogers  
Business Manager  
Tower Consultants, Inc.  
15 Surrey Ct.  
Columbia, SC 29212  
Ph: 803-407-8489  
Fax: 803-407-8691  
[lrogers@tower-tci.com](mailto:lrogers@tower-tci.com)

If to Customer, address to:

Eric Dausman  
Vice President  
Sutro Tower, Inc.  
1 La Alvanzada  
San Francisco, California 94131-1124  
Phone: 415-681-8850  
Cell: 503-380-0586



Tower Consultants, Inc.

Fax: 415-681-6754

or to such other address or to such other person as either party shall have last designated by such notice to the other party. If such notice is submitted by fax, a hard copy addressed to the appropriate party must follow.



# **Cost Proposals**

## **Sutro Tower, Inc.**



**Sutro Tower, Inc.**  
**1 La Avanzada Street**  
**San Francisco, CA 94131**  
**415-681-8851**

June 30, 2017

**Estimate of Charges for FCC Repacking Project**

Sutro Tower, Inc.  
1 La Avanzada St.  
San Francisco, CA  
94131-1124  
tel: 415-681-8850  
fax: 415-681-6754  
www.sutrotower.com

Sutro Tower, Inc. will be providing Project Management services for the Repack Project similar to what we did in the 2008-2009 Digital Conversion Project. Sutro Staff will be assisting with the design, specifications, ordering, contracting, payment of invoices, billing, off-loading deliveries, and other related on-site services to the appropriate TV owner based on the agreed upon cost breakdown of the share costs.

|                            | Hours | Rate   | Total             |
|----------------------------|-------|--------|-------------------|
| Project Management--2017   | 433   | \$ 225 | \$ 97,425         |
| Tower/Facility Staff--2017 | 65    | \$ 95  | \$ 6,175          |
| Accounting Staff--2017     | 65    | \$ 80  | \$ 5,200          |
| Project Management--2018   | 520   | \$ 225 | \$ 117,000        |
| Tower/Facility Staff--2018 | 260   | \$ 95  | \$ 24,700         |
| Accounting Staff--2018     | 260   | \$ 80  | \$ 20,800         |
| Project Management--2019   | 520   | \$ 225 | \$ 117,000        |
| Tower/Facility Staff--2019 | 260   | \$ 95  | \$ 24,700         |
| Accounting Staff--2019     | 260   | \$ 80  | \$ 20,800         |
| Project Management--2020   | 175   | \$ 225 | \$ 39,375         |
| Tower/Facility Staff--2020 | 130   | \$ 95  | \$ 12,350         |
| Accounting Staff--2020     | 130   | \$ 80  | \$ 10,400         |
|                            |       |        | <b>\$ 495,925</b> |

Eric Dausman,  
VP & COO  
415-681-8851  
ericd@sutrotower.com



**Sutro Tower, Inc.**  
**1 La Avanzada Street**  
**San Francisco, CA 94131**  
**415-681-8851**

June 30, 2017

**Estimate of Charges for FCC Repacking Project**

Sutro Tower, Inc.  
1 La Avanzada St.  
San Francisco, CA  
94131-1124  
tel: 415-681-8850  
fax: 415-681-6754  
www.sutrotower.com

Sutro Tower, Inc. will be providing various services for the Repack Project similar to what we did in the 2008-2009 Digital Conversion Project. Sutro Tower will supply a fork lift at actual cost based on current rental rates and an assumption of 3% annual rental increase. The forklift is necessary to unload trucks, move tower rigging equipment, and staging the tower steel, new antennas, transmission lines, and related equipment. It is also required to lift transmitters, cooling equipment, combiners, and transmission lines to the Third Floor of the building and the roof.

|                        | Weeks | Rate | Total             |
|------------------------|-------|------|-------------------|
| Fork Lift Rental--2017 | 0     | 1600 | \$ -              |
| Fork Lift Rental--2018 | 26    | 1648 | \$ 42,848         |
| Fork Lift Rental--2019 | 52    | 1697 | \$ 88,244         |
| Fork Lift Rental--2020 | 13    | 1748 | \$ 22,724         |
|                        |       |      | <b>\$ 153,816</b> |

Eric Dausman,  
VP & COO  
415-681-8851  
ericd@sutrotower.com





**Sutro Tower, Inc.**  
**1 La Avanzada Street**  
**San Francisco, CA 94131**  
**415-681-8851**

June 30, 2017

**Estimate of Charges for FCC Repacking Project**

**Sutro Tower, Inc.**  
1 La Avanzada St.  
San Francisco, CA  
94131-1124

tel: 415-681-8850  
fax: 415-681-6754

[www.sutrotower.com](http://www.sutrotower.com)

Sutro Tower, Inc. will be providing various services for the Repack Project similar to what we did in the 2008-2009 Digital Conversion Project. It is difficult to predict actual shipping costs, storage costs, and drayage costs due to the lack of detailed information from our vendors.

Therefore, we are using the amount spent for these services in the 2008-2009 repack project with an assumption of a 25% cost increase for work to be mostly done in the 2018-2020 time period. The amount spent in 2008 and 2009 was \$253,887.

Shipping, storage, and drayage services

\$317,358.00

Eric Dausman,  
VP & COO  
415-681-8851  
[ericd@sutrotower.com](mailto:ericd@sutrotower.com)



# **Cost Proposals**

## **Wadleigh Group**

# W A D L E I G H   G R O U P   I N C.

GENERAL CONTRACTORS

DEVELOPMENT MANAGEMENT CONSULTATION

P: 415.497.5118   f: 415.258.9030

e: [tim@wadleighgroup.net](mailto:tim@wadleighgroup.net)

Lic. 1014801

Project address:      Sutro Tower  
                                 1 LaAvanzada St.  
                                 San Francisco, Ca. 94131

Contact:                Eric Dausman  
                                 (415) 681-8850  
                                 ericd@sutrotower.com

Engineer:              TBD

Date:                     June 30, 2017

Subject:                 Estimate for listed portion of Repacking Project.

Attn:                     Mr. Eric Dausman

Dear Mr. Dausman

The following is an estimate of scope and pricing for the Repacking Project at Sutro Tower.

Thank you for considering Wadleigh Group Inc. for the following scope of work.

**Scope of work:**

**KGO Main Antenna**

**Core drill (2) holes, Fill (5) existing core holes**

|   |                    |
|---|--------------------|
| X-Ray scan (2) new core locations, Core Drill (2) new locations | \$9,950.00         |
| Fill (5) existing core holes                                    | \$12,335.00        |
| <b>Total this group</b>   | <b>\$22,285.00</b> |

**KRON Main Antenna**

**Core drill (1) hole, Fill (2) existing core holes**

|   |                   |
|---|-------------------|
| X-Ray scan (1) new core location, Core drill (1) new location | \$4,942.00        |
| Fill (2) existing core holes                                  | \$4,942.00        |
| <b>Total this group</b>                                       | <b>\$9,884.00</b> |

**KBCW Antenna**

**Core drill (4) holes, Fill (4) existing core holes**

|   |                    |
|---|--------------------|
| X-Ray scan (4) new core location, Core drill (4) new location | \$19,900.00        |
| Fill (4) existing core holes                                  | \$9,884.00         |
| <b>Total this group</b>                                       | <b>\$29,784.00</b> |

**KGO/KRON Aux Antennas**

**Core drill (3) holes, Fill (1) existing core holes**

|   |                    |
|---|--------------------|
| X-Ray scan (3) new core location, Core drill (3) new location | \$14,925.00        |
| Fill (1) existing core hole                                   | \$2,471.00         |
| <b>Total this group</b>                                       | <b>\$17,396.00</b> |

**Combiner TUM-C 27-29-31**

**Core drill (3) holes, Fill (3) existing core holes**

|   |                    |
|---|--------------------|
| X-Ray scan (3) new core location, Core drill (3) new location | \$14,925.00        |
| Fill (3) existing core holes                                  | \$7,413.00         |
| <b>Total this group</b>                                       | <b>\$22,338.00</b> |

**Combiner TUM-C 30-32**

**Core drill (2) holes, Fill (6) existing core holes**

|   |                    |
|---|--------------------|
| X-Ray scan (2) new core location, Core drill (2) new location | \$9,950.00         |
| Fill (6) existing core holes                                  | \$14,826.00        |
| <b>Total this group</b>                                       | <b>\$24,776.00</b> |

**Combiner Upper Aux 27-29-31**

**Core drill (3) holes, Fill (6) existing core holes**

|   |                    |
|---|--------------------|
| X-Ray scan (3) new core location, Core drill (3) new location | \$14,925.00        |
| Fill (6) existing core holes                                  | \$14,862.00        |
| <b>Total this group</b>                                       | <b>\$29,787.00</b> |

**Combiner Lower Aux 28-30-32-34**

**Core drill (4) holes, Fill (3) existing core holes**

|   |                    |
|---|--------------------|
| X-Ray scan (4) new core location, Core drill (4) new location | \$19,768.00        |
| Fill (3) existing core holes                                  | \$6,438.00         |
| <b>Total this group</b>                                       | <b>\$26,206.00</b> |

**Exterior Scaffold**

**Transmission line access at South side of building**

|  |                   |
|--|-------------------|
| \$4,950.00 mobilization/demobilization | \$4,950.00        |
| Monthly rental \$600.00 X (6) months   | \$3,600.00        |
| <b>Total scaffold</b>                  | <b>\$8,550.00</b> |

**Hardware Removal and Disposal**

**Remove and dispose existing hardware not to be used**

|                                     |                    |
|-------------------------------------|--------------------|
| 15 yard debris box \$1,200.00 X (6) | \$7,200.00         |
| (12) weeks labor                    | \$20,400.00        |
| <b>Total this group</b>             | <b>\$27,600.00</b> |

**Interior wall patching, Paint and VCT patch**

|   |                    |
|---|--------------------|
| Misc. sheetrock patching at interior partitions | \$8,500.00         |
| Interior paint at sheetrock patches             | \$6,500.00         |
| VCT flooring patch                              | \$5,500.00         |
| <b>Total this group</b>                         | <b>\$20,500.00</b> |

**Existing electrical and plumbing relocation**

|   |                    |
|---|--------------------|
| Remove and relocate existing electrical circuits and fixtures | \$24,000.00        |
| Remove and relocate existing Plumbing                         | \$18,000.00        |
| <b>Total this group</b>                                       | <b>\$42,000.00</b> |

|  |                     |
|--|---------------------|
| <b>Total estimated cost of the above scope</b> | <b>\$281,115.00</b> |
|--|---------------------|

We appreciate the opportunity to work with you.

Thank you,  
Tim Wadleigh



# **Cost Detail**

## **Pre-Repacking Studies**



**Sutro Tower, Inc.  
1 La Avanzada Street  
San Francisco, CA 94131  
415-681-8851**

July 5, 2017

**Cost for Pre-Repacking Studies**

**Sutro Tower, Inc.**  
1 La Avanzada St.  
San Francisco, CA  
94131-1124

tel: 415-681-8850  
fax: 415-681-6754

[www.sutrotower.com](http://www.sutrotower.com)

Two studies were being performed prior to the actual repack to give our TV Station customers preliminary costs. This included a full report from Osborn Engineering on the various repacking scenarios. This information allowed stations to understand the magnitude of the work that would be necessary at Sutro Tower but also the possibilities for the various auction outcomes.

In addition, it is well known that the City of San Francisco has a very onerous and complex permitting process. There is at least a 50/50 likelihood that permits would not be granted by the deadlines needed to meet the FCC's 39 month window. Therefore, we looked alternative sites to relocate our tenants to in case we can no obtain permits in San Francisco. By performing this study, we determined there is at least one likely antenna site across the Bay that could hold our nine broadcast tenants at a similar cost to repacking at Sutro Tower. We planned to file for a building permit at the alternate site, too. However, since the modifications to Sutro Tower do not appear to be outside of our current approved use permits, San Francisco City Planners believe they can get it approved in 18 months. Therefore we will likely not require work on the alternate site.

Eric Dausman,  
VP & COO  
415-681-8851  
[ericd@sutrotower.com](mailto:ericd@sutrotower.com)



### Cost for Pre-Repacking Studies (cont.)

| Vendor                   | Date       | Inv Number | Amount            | Sutro Repack      | EB Repack         |
|--------------------------|------------|------------|-------------------|-------------------|-------------------|
| Osborn Engineering       | 4/28/2015  | 20825      | \$ 21,124         |                   | \$ 21,124         |
| Osborn Engineering       | 5/26/2015  | 21052      | \$ 74,622         |                   | \$ 74,622         |
| Osborn Engineering       | 6/23/2015  | 21149      | \$ 235            |                   | \$ 235            |
| Osborn Engineering       | 9/29/2015  | 21624      | \$ 21,012         | \$ 21,012         |                   |
| Osborn Engineering       | 10/2/2015  | 21747      | \$ 88,052         | \$ 88,052         |                   |
| Osborn Engineering       | 12/31/2015 | 22423      | \$ 37,826         | \$ 37,826         |                   |
| Osborn Engineering       | 3/22/2016  | 22614      | \$ 18,652         |                   | \$ 18,652         |
| Osborn Engineering       | 4/22/2016  | 22800      | \$ 10,618         |                   | \$ 10,618         |
| Osborn Engineering       | 5/25/2016  | 22992      | \$ 14,976         |                   | \$ 14,976         |
| Osborn Engineering       | 6/21/2016  | 23172      | \$ 7,049          |                   | \$ 7,049          |
| Osborn Engineering       | 8/17/2016  | 23575      | \$ 6,371          |                   | \$ 6,371          |
| Osborn Engineering       | 9/22/2016  | 23791      | \$ 5,264          |                   | \$ 5,264          |
| Osborn Engineering       | 10/21/2016 | 23974      | \$ 94,773         |                   | \$ 94,773         |
| Osborn Engineering       | 12/21/2016 | 24395      | \$ 15,736         |                   | \$ 15,736         |
| Simpson Gumpertz & Heger | 11/21/2016 | 207137     | \$ 2,115          |                   | \$ 2,115          |
| Simpson Gumpertz & Heger | 9/27/2016  | 205889     | \$ 5,923          |                   | \$ 5,923          |
| Simpson Gumpertz & Heger | 7/26/2016  | 203146     | \$ 1,679          |                   | \$ 1,679          |
| Simpson Gumpertz & Heger | 6/29/2016  | 201942     | \$ 28,746         |                   | \$ 28,746         |
| Simpson Gumpertz & Heger | 5/9/2016   | 199212     | \$ 2,380          |                   | \$ 2,380          |
| Simpson Gumpertz & Heger | 4/11/2016  | 198000     | \$ 6,351          |                   | \$ 6,351          |
| Wadleigh Group           | 8/1/2016   | 20140739   | \$ 10,002         |                   | \$ 10,002         |
| Wadleigh Group           | 7/21/2016  | 20140735   | \$ 25,097         |                   | \$ 25,097         |
| <b>Totals</b>            |            |            | <b>\$ 498,603</b> | <b>\$ 146,890</b> | <b>\$ 351,713</b> |