

**LEASE AGREEMENT
TOWER OF THE AMERICAS MASTER LEASE AGREEMENT**

This Lease Agreement (sometimes referred to as this "Lease" or "Agreement") is made and entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation, acting herein through its City Manager pursuant to Ordinance No. _____ dated _____, as "LANDLORD," (hereinafter referred to as "CITY"), and TOWER FM CONSORTIUM, LLC, a Texas limited liability company (hereinafter referred to as "TENANT"), WITNESSETH:

**I.
BACKGROUND**

1.1 CITY has for a period of years leased out space to broadcasters for broadcasting from the top of the Tower of the Americas (hereinafter alternatively referred to as "TOWER" or "PREMISES"). To maximize the facility's efficiency, all broadcasters currently broadcasting from the Tower have joined together in a consortium (the "Consortium") and installed broadcasting equipment that has been used jointly by multiple broadcasters. The parties intended for no rent to be paid directly for the placement of this equipment and that the consideration to the CITY for this lease was the benefit derived from maximizing the Tower's broadcasting ability. It was further the intent of the parties that the CITY should benefit from rent under separate leases from any broadcaster making use of the equipment and that this Lease shall end if there are no such underlying lease agreements.

**II.
DEMISE, DESCRIPTION, AND USE**

2.1 The CITY hereby leases to TENANT space on the mast, in the TOWER'S housing, and on top of the TOWER as is necessary for TENANT to install, operate, and control the broadcast and radio communication equipment (the "Equipment") as enumerated on Exhibit "A" of individual broadcaster lease agreements. However, no broadcaster shall be allowed to use the Equipment for broadcasting, without having previously entered into, or assumed the rights under, a separate lease agreement with the CITY.

2.2 TENANT agrees that its equipment and the use thereof shall in no way damage the PREMISES or TOWER structure, ordinary wear and tear of construction and use excepted. Any such damage done, by fault of the TENANT, will be repaired at the cost of the TENANT so that the area of damage is restored to its previous or better condition.

**III.
ACCEPTANCE AND CONDITION OF PREMISES**

3.1 TENANT has had full opportunity to examine the PREMISES and acknowledges that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. TENANT'S taking possession of the PREMISES shall be conclusive evidence of TENANT'S acceptance thereof in good order and satisfactory condition, and TENANT hereby accepts the PREMISES in its present AS IS, WHERE IS, WITH ALL FAULTS CONDITION as suitable for the purpose for which leased.

3.2 TENANT agrees that no representations respecting the condition of the PREMISES, and no promises to decorate, alter, repair, or improve the PREMISES, either before or after the execution hereof, have been made by CITY or its agents to TENANT unless the same are contained herein or made a part hereof by specific reference herein.

IV. ACCESS

4.1 TENANT acknowledges that CITY has leased substantially the entire TOWER to WILLIE G'S POST OAK, INC. ("WILLIE G'S") and agrees that provided that TENANT is granted access to the PREMISES within thirty minutes, as set forth in Section 4.2, the access granted herein shall be subject to any reasonable regulation imposed by WILLIE G'S as further detailed in that lease agreement between the CITY and WILLIE G'S authorized and approved by City of San Antonio Ordinance No. 99996 (the "WILLIE G'S Lease"). Subject to the preceding, TENANT shall have access at all times 24 hours per day, 7 days per week, to the TOWER and to its equipment during the term of this Lease, and CITY shall ensure that WILLIE G'S provides the access that it is required to provide to CITY'S tenants pursuant to the WILLIE G'S Lease.

4.2 TENANT hereby agrees to the following arrangement for access to the Equipment on the TOWER:

- a. If TENANT requires after-hours or emergency access to the TOWER, TENANT must notify the Park Police Dispatcher at (210) 207-8590 who will immediately take the information and relay it to the appropriate party. A WILLIE G'S or CITY employee will meet TENANT at the PREMISES within 30 minutes from the initial call and will immediately escort TENANT to the Equipment.
- b. TENANT acknowledges that its personnel will be escorted by a designated CITY or WILLIE G'S representative when entering the secured CITY facility.
- c. TENANT shall use reasonable efforts to notify the WILLIE G'S representative at least twenty-four (24) hours in advance of the approximate time at which TENANT will need to access the PREMISES for scheduled maintenance.

4.3 Except for subcontractors which the CITY has approved, subcontractors used by TENANT shall at all times be escorted by a TENANT representative when on a secured CITY facility. All subcontractors used by TENANT must be escorted by a designated CITY or WILLIE G'S representative when entering the secured CITY facility. City acknowledges the subcontractors approved for this Section 4.03 as listed on Exhibit B.

4.4 While on the PREMISES, personnel of TENANT must wear a suitable photo ID badge, to be provided by TENANT, that includes a nominal 1 ½ square inch personal photo, unique logo and labeling that identifies the employer and the employee by name, and a telephone number where confirmation of employment may be readily confirmed. Additionally, during the construction phase at the Tower, anyone entering the premises must have a hard hat and enter through the east gate (Bowie Street) entrance or such other gate(s) as CITY may reasonably designate by written notice to TENANT.

4.5 TENANT shall at all times assure that the CITY has a current list of all of its personnel who are authorized to be on the PREMISES on its behalf. The CITY shall be notified to immediately remove the name of any employee subject to disciplinary probation or termination and shall be

notified of additional personnel to be added to this list. CITY shall have the right to exclude any employee, agent, or representative of TENANT from CITY property, for reasonable cause, if deemed by the CITY to be necessary for the proper security of its facilities or the safety of its employees.

4.6 TENANT shall park its maintenance truck, or any other vehicle owned or used by TENANT, in a location as close as possible to the TOWER that does not impede TOWER operations and/or emergency lane areas. WILLIE G'S shall have final authority to determine parking locations.

4.7 CITY hereby acknowledges and agrees that the parking areas depicted on the attached Exhibit "A" (the "Parking Area") are acceptable areas for parking by TENANT, at no cost to TENANT, to be used only when at the TOWER to work on TENANT's equipment.

4.8 TENANT agrees that its equipment and the use thereof shall in no way damage the PREMISES or TOWER structure, ordinary wear and tear of construction and use excepted.

V.

MAINTENANCE AND SAFETY

5.1 TENANT shall not commit, or suffer to be committed, any waste on the PREMISES, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the PREMISES or use the PREMISES for any unlawful purpose and, shall at all times, keep the PREMISES neat, clean and clear of any potential safety hazards and unused equipment.

5.2 TENANT shall prominently post easily readable signs on the PREMISES advising of any radiation or other hazard(s) which may be common to the operation of the equipment authorized herein for instillation.

5.3 TENANT shall correct, within forty-eight (48) hours after receipt of written advice from any appropriate CITY, State, or Federal official, any potential safety hazard that exists on the PREMISES. Failure to comply with this provision may result in termination of this Lease, however, CITY will extend such forty-eight (48) hour period if good faith efforts are being made by TENANT, to CITY's satisfaction, to correct said hazard.

5.4 TENANT will make all arrangements for installation of any control lines, or other equipment, as may be required for the operation of its radio equipment. If, under the terms of this Lease, power is not specifically included in the rental, TENANT shall arrange for and bear the cost of the installation and use of power facilities using space provided by the CITY for the power meter.

5.5 TENANT will, at the termination of this Lease, return the PREMISES to CITY in as good condition as at the commencement of the term hereof, usual wear and tear, acts of God, or unavoidable accident only excepted.

5.6 TENANT agrees that CITY shall not be liable for any theft, damages, or destruction of signs, goods, and/or other property of TENANT both during the term of this Lease and as so left on the PREMISES after TENANT vacates the PREMISES. If said signs, goods, and/or any other property placed in TENANT upon the PREMISES are not removed by it within thirty (30) days after the PREMISES are vacated, then the CITY may remove same without further notice or liability therefor.

5.7 The CITY shall maintain the PREMISES in condition fit for its intended use, and shall make all necessary repairs except that TENANT shall make all repairs on the PREMISES occasioned by its use, if any, of the PREMISES and will be responsible for maintenance and repair of all fixtures it places on the PREMISES, including platforms, antennas, and transmission cables.

5.8 Specifically, the CITY shall repair and maintain the TOWER in good operating condition, with cost of lighting, painting, and repair to be borne by the CITY.

5.9 The CITY shall maintain at all times the painting of the mast and the lights thereon, in accordance with the requirements of the Federal Communications Commission and the Federal Aviation Administration.

5.10 The CITY agrees that TENANT may install equipment to monitor the obstruction lighting required by the Federal Communications Commission (FCC) and/or the Federal Aviation Administration (FAA). If TENANT determines that such obstruction lighting needs to be repaired or replaced, as required by the FCC and/or the FAA, then TENANT may contact the CITY and the CITY shall promptly perform or caused to be performed such repair or replacement.

5.11 The CITY shall maintain floors, stairways, and railings in good repair.

5.12 In case of a need for major repairs to the PREMISES, as determined by the CITY, the CITY agrees to make every effort to assure that there is no interruption to TENANT'S normal operations. The CITY shall make every effort to assure that interruptions to TENANT'S regular service, if any, do not take place during ratings periods, being such time periods as advised by TENANT.

5.13 In cases of emergency requiring suspension of power or other services on the PREMISES, restoration of power to TENANT will be on priority basis, following public safety.

5.14 The CITY agrees to notify TENANT prior to permitting access to the mast by any of its employees, agents, licensees, contractors, or any other person.

VI.

TERM AND OPTION TO RENEW OR EXTEND

6.1 The CITY hereby leases to TENANT and TENANT hereby leases from the CITY that certain property, to wit: sufficient space on the mast atop the TOWER OF AMERICAS (hereinafter referred to as "PREMISES") for use as a radio communications facility, and uses normally incident thereto, for a term of five (5) years, commencing on July 1, 2025, and ending on June 30, 2030.

6.2 TENANT is hereby granted and shall, if not at that time in default of this Lease, beyond the expiration of any applicable notice or cure period, have, for good and valuable consideration given, an option to extend the term of this Lease for two additional consecutive periods of five (5) years after the end of the then-current term, on the same terms, covenants, and conditions, and subject to the same exceptions and reservations herein contained.

6.3 Each extension shall be exercised by TENANT'S delivering to the CITY in person, by the United States mail, or by a recognized overnight carrier, at any time on or before ninety (90) days

before the expiration date of the then current term of this Lease, written notice of its election to extend the term of this Lease as herein provided, and such shall be subject to CITY Council approval, which approval shall not be unreasonably withheld, delayed or conditioned, as evidenced by passage of a CITY Ordinance.

6.4 **Holding Over.** In the event TENANT does not extend the term of this Lease as provided herein, and holds over beyond the expiration of any term hereof, as the case may be, such holding over shall be deemed a month-to-month tenancy only, until the tenancy is terminated in the manner provided by this Lease or by law.

6.5 The right is expressly reserved to the CITY, acting through the City Council, to temporarily suspend this Lease in case of an emergency by written notice to TENANT, not to exceed thirty (30) days.

6.6 Further, in accordance with the current San Antonio City Charter provisions, the Council may terminate this Lease in the event the use of the PREMISES shall have been found to be a nuisance by a court. In the event of termination by City Council, the CITY shall give TENANT notice in writing at least one hundred eighty (180) days prior to the termination date, except in cases of emergency, but in no event less than thirty (30) days.

6.7 TENANT may cancel this Lease by giving one hundred eighty (180) days' written notice to the CITY.

VII.

RENT

7.1 TENANT maintains a separate lease agreement with the CITY for space on the Tower mast in exchange for rental payment. No rent is associated with this Agreement.

VIII.

INSTALLATION OR REPLACEMENT

8.1 TENANT shall, at its sole cost and expense, replace its Equipment as it deems necessary after receiving approval from the CITY as referenced in Section 9.4. CITY shall ensure that TENANT has access to the TOWER for its installation needs. TENANT agrees to take all safety and security measures necessary to facilitate removal of obsolete equipment and installations of any new Equipment, including street closures or partial barricading, as approved by the passage of a CITY OF SAN ANTONIO ordinance, where necessary. TENANT further agrees that fees related to the herein mentioned repairs and any security measures associated with such repairs and installation of the master antenna will be at the sole expense of TENANT. All work must be coordinated with WILLIE G'S.

IX.

INTERFERENCE

9.1 The CITY agrees that its equipment, which includes any equipment of any third party placed on the Tower of the Americas or on the mast with the permission of or pursuant to an agreement, license, or lease with the CITY ("Third Party Equipment") and the operation thereof, will not cause

any harmful interference to the useful operation of TENANT'S radio communication equipment. TENANT acknowledges the Third-Party Equipment existing as of the date hereof on or in the PREMISES and TENANT agrees that said equipment will not interfere with the useful operation of TENANT'S radio communication equipment. TENANT covenants and agrees that its use of the PREMISES shall not unreasonably interfere with WILLIE G'S communication equipment which is used for the reception of satellite radio or television for its operations in the Tower, provided that (i) WILLIE G'S communication equipment is not located on the Master Antenna or the mast, (ii) WILLIE G'S communication equipment is designed and installed using good engineering practices for design and installation in high RF environments and (iii) TENANT shall not be responsible for remedying complaints of blanketing interference except as required by Title 47, Section 73.318 of the Code of Federal Regulations, which limits responsibility for remedying new complaints of blanketing interference to a period of one year.

9.2 CITY shall cause the CITY'S TOWER and TOWER lighting system and the lighting system of any third parties, including, without limitation, WILLIE G'S, placed on or around the TOWER to be designed and installed to meet shielding and interfering requirements of good engineering practices for lighting systems in high RF environments so as to ensure that the operation of the Master Antenna does not interfere with such lighting systems. Provided that the foregoing requirements are satisfied, TENANT agrees that upon receipt of written notice from the CITY that TENANT'S operations in the PREMISES interfere with the operation and maintenance of the CITY'S TOWER and TOWER lighting system, TENANT will eliminate such interference.

9.3 In the event of a dispute between TENANT and the CITY as to the cause or result of any claimed interference, the parties shall appoint a mutually agreed upon outside qualified third party engineering arbitrator, whose determination shall be binding. Where it is determined that the CITY'S operation of its equipment or the operation of any Third Party Equipment (other than the operation of CITY equipment or Third Party Equipment existing as of the date hereof on or in the PREMISES) is causing harmful interference, the CITY will pay the costs of the TENANT and of deleting the harmful interference, by removal or otherwise, within thirty (30) days.

9.4 TENANT will not make any major changes in its equipment on the PREMISES without prior written authorization from the CITY, which authorization shall not be unreasonably withheld or delayed.

9.5 TENANT shall notify CITY no less than thirty (30) days prior to the placement by TENANT of any equipment (other than the Equipment) on the TOWER or on the TOWER mast and shall cooperate with CITY in determining a location for placement of such equipment to ensure that no harmful interference with TENANT'S radio communication equipment will result.

9.6 Should TENANT believe that the CITY'S operation of its equipment or the operation of any Third-Party Equipment (other than the operation of CITY equipment or Third Party Equipment existing as of the date hereof on or in the PREMISES) is causing harmful interference, it shall notify the CITY in writing, along with supporting documentation. After receipt of such notice, the CITY shall, subject to Section 9.3 and the appropriation of funds (if necessary), proceed with all due diligence to correct such harmful interference and complete such correction as soon as commercially possible.

X.
UTILITIES AND CITY INSURANCE

10.1 TENANT shall during the term hereof, pay all charges for telephone, gas, electricity, water, or any other power or utilities used by it for or on the PREMISES before they shall become delinquent and shall hold the CITY harmless from any liability therefor. CITY shall cause utilities for the PREMISES to be separately metered.

10.2 TENANT agrees to pay for expenses incurred to install air conditioning in the space occupied by its equipment on the PREMISES, to the extent such installation is done at the request or direction of TENANT or to cause the PREMISES to comply with applicable CITY ordinances.

10.3 The CITY agrees that TENANT will have the ability to be provided back-up power generation sufficient to fully operate its equipment in the event its primary source of power is interrupted if said work is coordinated with WILLIE G'S and any additional costs of upgrading the generator power necessary to facilitate the needs of TENANT is borne by TENANT. If in case of emergency during a power outage, it is at the CITY'S discretion to allow all generator power to be routed to the elevators to allow the public to be removed from the PREMISES.

10.4 CITY agrees to maintain self-insurance, as to property damage and liability coverage at the limits required under the Texas Tort Claims Act. Any and all employees, representatives, agents or volunteers of TENANT while engaged in the performance of any work to be performed pursuant to this Lease or any work related to the PREMISES, shall be considered employees, representatives, agents or volunteers of TENANT only and not of the CITY. Any and all claims that may result from any obligations for which TENANT may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or under any similar law on behalf of said employees, representatives, agents or volunteers shall be the sole obligation and responsibility of TENANT.

XI.
INSURANCE

11.1 No later than 30 days before the Lease Agreement is signed, TENANT must provide a completed Certificate(s) of Insurance to CITY's Center City Development and Operations Department. The certificate must be:

- a. clearly labeled with the legal name of the Lease Agreement in the Description of Operations block;
- b. completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- c. properly endorsed and have the agent's signature and phone number.

11.2 Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Center City Development and

Operations Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

11.3 If the City does not receive copies of insurance endorsement, then by executing this Agreement, TENANT certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Lease Agreement.

11.4 The City's Risk Manager reserves the right to modify the insurance coverages, and their limits, prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

11.5 TENANT shall obtain and maintain in full force and effect for the duration of this Agreement, at TENANT'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the TENANT claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations *b. Independent Contractors c. Products/completed operations d. Personal/Advertising Injury e. Contractual Liability *f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage *f.) \$300,000
4. Business Automobile Liability a. Owned/Agreement vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Property Insurance	One Hundred Percent (100%) replacement value for Structure, and replacement cost coverage of eighty percent (80%) of actual cash value for improvements and betterments
*6. Installation Floater	All Risk Policy written on occurrence basis for 100% replacement cost of "equipment & materials" to be installed to any new or existing structure.

7. Umbrella Liability Coverage	\$2,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage.
*If Applicable	

11.6 TENANT's insurance policies must contain or be endorsed to contain the following provisions:

- a. Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- b. Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- c. Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- d. Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

11.7 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, TENANT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend TENANT'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

11.8 In addition to any other remedies CITY may have upon TENANT'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order TENANT to stop work and/or withhold any payment(s) which become due to TENANT under this Agreement until TENANT demonstrates compliance with requirements.

11.9 Nothing contained in this Agreement shall be construed as limiting the extent to which TENANT may be held responsible for payments of damages to persons or property resulting from TENANT'S or its subcontractors' performance of the work covered under this Agreement.

11.10 TENANT'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by CITY for liability arising out of operations under this Agreement.

11.11 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

11.12 TENANT and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

XII.

INDEMNITY

12.1 TENANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to TENANT'S activities under this Agreement, including any acts or omissions of TENANT, any agent, officer, director, representative, employee, tenant or subcontractor of TENANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence or willful misconduct of CITY, its officers, agents, representatives, subcontractors or employees, in instances where such negligence or willful misconduct causes personal injury, death, or property damage. IN THE EVENT TENANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. TENANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or TENANT known to TENANT related to or arising out of TENANT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at TENANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving TENANT of any of its obligations under this paragraph.

XIII.

ABATEMENTS

13.1 In the event the TOWER mast shall become deteriorated or damaged to the extent that it must be removed or replaced, as determined by a qualified engineer to be selected and hired by the CITY, either party has the option to terminate this Lease, unless TENANT or the Consortium agrees to repair said mast, at no cost to the CITY if CITY seeks to terminate this Lease. In the event of such termination, the CITY will have the responsibility only for reimbursement to TENANT of any rent which has been prepaid.

XIV.

ASSIGNMENT

14.1 TENANT shall have the right to assign the rights and privileges secured herein for itself and to lease or sublease, as may be the case, the Master Antenna space and equipment described herein and access and control thereto to any transferee or licensee, as approved by the Federal Communications Commission (FCC). Such assignment, sublease, or transfer shall be void unless TENANT has first (i) given thirty (30) days written notice, as set forth herein, to the CITY and (ii) received approval from the CITY as evidenced by passage of a CITY Ordinance. Such approval will not be unreasonably denied. CITY acknowledges that from time to time, TENANT will enter into agreements or arrangements with the current and/or future members, including, without limitation, transferees of current and future members, of TENANT whereby such members will be permitted to connect to a coaxial transmission line to allow transmitting from the Master Antenna. Neither the granting of the right to make such connections nor the transfer of membership interests of TENANT shall be deemed a transfer of any of TENANT'S rights or interests hereunder and TENANT shall not be required to seek or obtain approval for such transfers, agreements or arrangements from CITY, subject to Section 14.2 below; provided, however, no such person shall be allowed to make use of the Equipment for broadcasting, unless such person has entered into, or assumed the rights under a separate lease agreement with the CITY.

14.2 From time to time, TENANT might lose a member and therefore need to enter into agreements or arrangements with the current and/or future members, including, without limitation, transferees of current or future members, of TENANT whereby such members will be permitted to connect to a coaxial transmission line to allow transmitting from the Master Antenna. In such an event, TENANT covenants and agrees that it shall bargain in good faith and in a non-discriminatory manner with any broadcaster selected by CITY to allow such selected broadcaster the right to broadcast from the Master Antenna. However, the parties acknowledge that the Master Antenna may not accommodate any additional user, as the Master Antenna and the filters installed on the Master Antenna are frequency-specific. If TENANT loses a broadcaster and another broadcaster is selected by CITY to broadcast from the TOWER using the Master Antenna, such broadcaster shall only be allowed to use the Master Antenna if (i) it agrees to pay for all costs associated with making any required modifications to the Master Antenna, (ii) such changes can be made in a timely manner and without interfering with the transmissions of the then current members of TENANT, (iii) such broadcaster agrees to be bound by the agreement amongst the members of TENANT which sets forth the obligations and rights of each member of TENANT, (iv) such broadcaster agrees to pay any and all costs incurred by TENANT and any of its members incident to allowing such new broadcaster to broadcast from the Master Antenna and becoming a member of the TENANT, (v) such broadcaster's proposed use of the Master Antenna meets the technical requirements of the design of the antenna manufacturer and (vi) TENANT is reasonably satisfied that the new broadcaster has and will continue to have the ability to meet the financial requirements of a member of TENANT. CITY shall use an open, public and competitive process for the selection of such a broadcaster. If CITY fails to select such a broadcaster within 180 days from the date on which TENANT gives written notice of the need to select a new broadcaster, then TENANT shall be allowed to select a new broadcaster on its own. Neither the granting of the right to make such connections nor the transfer of membership interests of TENANT shall be deemed a transfer of any of TENANT'S rights or interests hereunder. No member or any other person shall be allowed to connect to the Master Antenna or make any use of the Master Antenna, without first having entered into, or assumed the rights under, a separate lease agreement with CITY for the right to make use of the Tower for such purposes.

XV.
IMPROVEMENTS AND REPAIRS

15.1 Except as otherwise set forth herein, TENANT shall not construct any material improvements or structures on the PREMISES, nor shall TENANT make any alterations to said PREMISES other than repairs in the ordinary course of business without the prior written approval of the CITY as evidenced by the passage of an ordinance, if necessary, and any and all other necessary departments and agencies of the CITY, which approval shall not be unreasonably withheld, conditioned or delayed.

15.2 TENANT covenants that it shall not bind, or attempt to bind, CITY for the payment of any money in connection with the construction, repair, alteration, addition, or reconstruction in, on, or about the PREMISES. Further, TENANT agrees to remove, within thirty (30) days after filing, by payment or provisions for bonding, any mechanic's or materialman's liens filed against the PREMISES and to indemnify CITY in connection with such liens to the extent of any damages, expenses, reasonable attorney's fees, or court costs incurred by CITY.

XVI.
PERMITS, TAXES, AND LICENSES

16.1 TENANT shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees which are now or may hereafter be levied upon the PREMISES, or upon TENANT, or upon the business conducted on the PREMISES, or upon any of TENANT's property used in connection therewith; and shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by TENANT. Failure to comply with the foregoing provision shall constitute grounds for termination of this Lease by the CITY, however, TENANT reserves the right to contest the tax. If such contest occurs, TENANT agrees to post a bond in CITY's favor in the amount of said taxes contested, including the amount of all penalties and interest due or to be due during the period of such contest.

XVII.
DEFAULT AND REMEDIES

17.1 The following events shall be deemed to be events of default by TENANT under this Lease:

a. TENANT shall fail to pay any installment of rent as provided for in this Lease and such failure shall continue for a period of ten (10) days following receipt of written notice of failure to pay any installment of rent when due and owing.

b. Except for the correction of safety hazards as provided in Section 5.3 hereinbefore, TENANT shall fail to comply with any material term, as reasonably determined by the CITY, provision or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice thereof to TENANT; provided that if such failure cannot be cured within such thirty days and TENANT has commenced to cure such failure within such thirty days and is diligently pursuing such cure, then TENANT shall have all additional time necessary to effect such cure.

c. The taking by a court of competent jurisdiction of TENANT and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act.

17.2 Upon the occurrence of an event of default as heretofore provided, CITY may, at its option, declare this Lease, and all rights and interest created by it, terminated. Upon CITY electing to terminate, this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof; or CITY, its agents, or attorney may, at its option, resume possession of the PREMISES and relet the same for the remainder of the original term for the best rent CITY, its agents, or attorney may obtain for the account of TENANT without relieving TENANT of any liability hereunder as to rent still due and owing in this Lease, or any extension thereof, as applicable. TENANT shall make good any deficiency.

17.3 Any termination of this Lease as herein provided, except under Section 6.6, shall not relieve TENANT from the payment of any sum or sums that shall then be due and payable or become due and payable to CITY hereunder, or any claim for damages then or theretofore accruing against TENANT hereunder, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from TENANT for any default hereunder. All rights, options, and remedies of CITY contained in this Lease shall be cumulative of the other, and CITY shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Lease. No waiver by CITY of a breach of any of the covenants, conditions, or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any covenant, condition, or restriction herein contained.

17.4 Upon any such expiration or termination of this Lease, TENANT shall quit and peacefully surrender the PREMISES to CITY within a reasonable period of time, and CITY, upon or at any reasonable time after such expiration or termination, may, without further notice, enter upon and re-enter the PREMISES and possess and repossess itself thereof, by force, summary proceedings, ejectment, or otherwise, and may dispossess TENANT and remove TENANT and all other persons and property, including all signs, furniture, trade fixtures, and other personal property which may be disputed as to its status as fixtures, from the PREMISES, and such action by CITY shall not constitute CITY's acceptance of abandonment and surrender of the PREMISES by TENANT nor prevent CITY from pursuing all legal remedies available to it.

XVIII.

QUIET ENJOYMENT

18.1 CITY covenants and agrees, subject to the provisions of this Lease, that TENANT, on paying the rent and all other charges in this Lease provided for and observing and performing the covenants, agreements, and conditions of this Lease on its part to be observed and performed, shall lawfully and quietly hold, occupy, and enjoy the PREMISES during the term without hindrance or molestation of any kind whatsoever.

XIX.

CONFLICT OF INTEREST

With copy to: City of San Antonio
Center City Development and Operations
100 W. Houston St., 17th Floor
San Antonio, Texas 78205

If to TENANT: iHeartMedia + Entertainment, Inc.
Attn: Legal Department
20880 Stone Oak Parkway
San Antonio, TX 78258

And to

Alpha Media LLC
Attn: CFO
1211 SW 5th Ave., Suite 600
Portland, OR 97204

22.2 Notice given in any other manner shall be effective only when actually received. Either party may change the address herein specified from time to time giving five days written notice of same.

XXIII.
PARTIES BOUND

23.1 The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their respective legal representatives, successors, and assigns, and if there shall be more than one party designated as TENANT in this Lease, they shall each be bound jointly and severally hereunder.

XXIV.
TEXAS LAW TO APPLY

24.1 This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas.

XXV.
GENDER

25.1 Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXVI.
CAPTIONS

26.1 The captions contained in this Lease are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Lease.

XXVII.
AUTHORITY

27.1 The signer of this Lease for TENANT hereby represents and warrants that they have full authority to execute this Lease on behalf of TENANT.

IN WITNESS OF WHICH this Agreement has been executed on this ____ day of _____, 2025 (the "Effective Date").

TOWER FM CONSORTIUM, LLC, a Texas
Limited Liability Company

By: iHeartMedia + Entertainment, Inc.



Molly Winkler, SVP Real Estate & Facilities

By: Alpha Media, LLC

 SVP/MM

Lance Hawkins, Sr. Vice President/Market
Manager

CITY OF SAN ANTONIO

Lori Houston,
Assistant City Manager

Approved as to Form: _____

Assistant City Attorney

EXHIBIT A
PARKING AREA



EXHIBIT B
SUBCONTRACTORS

iHeartMedia + Entertainment, Inc.

CW Critical Solutions

Nextech

Comfort Commander Air

The Maintenance Company

Alpha Media, LLC

Alterman Electric

Global One Communications

Dan Walthers, Engineer

Fort Bend Broadcast Services, LLC

Easton Machinery Movers






San Antonio - Tower FM Consortium - FINAL for Signatures

Final Audit Report

2025-04-30

Created:	2025-04-30
By:	Billie Layman (billielayman@iheartmedia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFQZrtfM6NeJ9fzOcb67V1kbHj0qjPlr7

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