

LEASE AGREEMENT
Radio Station KJXX

This Lease 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 Alpha Media, LLC, a Delaware limited liability company., which operates Radio Station KJXX, as "TENANT", WITNESSETH:

I.

DEMISE, DESCRIPTION, AND USE

1.1 The CITY hereby leases to TENANT space on the mast, and in the Tower's housing, on top of the Tower of the Americas (hereinafter alternatively referred to as "TOWER" or "PREMISES") as is necessary for TENANT to install, operate, and control the broadcast and radio communication equipment as enumerated on Exhibit "A" attached hereto, for Radio Station KJXX. The PREMISES is shown on Exhibit "B," also attached hereto.

II.

ACCEPTANCE AND CONDITION OF PREMISES

2.1 TENANT has had full opportunity to examine the PREMISES, continuing in occupancy under a previous Lease Agreement, as assigned, 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. However, such waiver of claims for damages is limited to damages resulting from an inherent danger or condition which TENANT knew or should have known of by virtue of the previous occupancy of the PREMISES. 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.

2.2 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.

III.

ACCESS

3.1 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 this section, 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.

3.2 TENANT hereby agrees to the following arrangement for access to the Equipment in 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 at least twenty-four (24) hours in advance of the approximate time at which TENANT will need to access the PREMISES for scheduled maintenance.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 CITY hereby acknowledges and agrees that the parking areas depicted on the attached Exhibit "C" (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.

3.8 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.

IV.

TERM AND OPTION TO RENEW OR EXTEND

4.1 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.

4.2 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 (2) additional consecutive periods of five (5) years after the termination date hereof.

4.3 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 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, as evidenced by passage of a CITY Ordinance.

4.4 **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, at a rental rate of 150% of the current year's rental rate per month, payable on the first day of each and every month thereafter, until the tenancy is terminated in the manner provided by this Lease or by law.

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

4.6 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.

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

V.
RENT

5.1 Beginning on July 1, 2025, TENANT agrees to pay the CITY a monthly rental for the PREMISES, each station, as set forth in the schedule below.

Term	Monthly Amount	Annual Amount
7/1/25 – 6/30/26	\$10,000.00	\$120,000.00
7/1/26 – 6/30/27	\$11,000.00	\$132,000.00
7/1/27 – 6/30/28	\$12,000.00	\$144,000.00
7/1/28 – 6/30/29	\$12,600.00	\$151,200.00
7/1/29 – 6/30/30	\$13,000.00	\$156,000.00

Payments shall be remitted to the following address or to the address listed on the invoice:

City of San Antonio, Revenue Division
P.O. Box 839975
San Antonio, Texas 78283-3975

TENANT shall pay rent in advance on or before the first (1st) day of each month.

5.2 At the time of any execution of an extension of this Lease, for each five (5) year renewal option period as herein provided, TENANT will pay a monthly rental based on an appraisal of the then-current fair market rental rates for leasing antenna space on structures in other Metropolitan Statistical Areas (MSA) that include markets similar to San Antonio. Appraisal shall be conducted pursuant to the provisions of Section 5.3 hereafter.

5.3 On or before one hundred eighty (180) days before the expiration of a five (5) year period, the CITY, at its sole cost and expense, shall select an appraiser who is qualified to appraise the fair market rental rates for leasing antenna space on structures in other Metropolitan Statistical Areas (MSA) that include markets similar to San Antonio. CITY agrees to advise TENANT of the new rental rate on or before one hundred twenty (120) days before the expiration of the current period. TENANT shall advise CITY of its decision to renew the Lease at any time on or before ninety (90) days before the expiration of the current period. If the terms are so renewed, said agreement will be extended according to Section 4.3 hereof.

5.4 **Effect of Default.** All obligations, benefits, and monies which may become due to the CITY from TENANT under the terms hereof and which remain outstanding more than 30 days after becoming due, or which are paid by the CITY because of TENANT'S default hereunder, shall bear interest at the rate of ten percent (10%) per annum or the highest rate allowed by law if ten percent (10%) is not a legal rate of interest at such time, from the date due until paid, or, in the case of sums paid by the CITY because of TENANT'S default hereunder, from the date such payments are made by the CITY until the date the CITY is reimbursed by TENANT therefor.

VI.
INSTALLATION OR REPLACEMENT

6.1 TENANT shall, at its sole cost and expense, replace their Equipment as they deem necessary after receiving approval from the CITY as referenced in Section 7.4. CITY shall ensure that TENANT has access to the TOWER for their installation needs. TENANT agrees to take all safety and security measures necessary to facilitate the 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.

VII.
INTERFERENCE

7.1 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. The Third Party Equipment currently consists solely of television broadcasting 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.

7.2 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.

7.3 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 consultant, 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 consultant and of deleting the harmful interference, by removal or otherwise, within thirty (30) days.

7.4 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.

7.5 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.

7.6 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 7.03 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.

VIII.

UTILITIES

8.1 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. Payment of any utility charges must be remitted within ten (10) days of receipt of invoice.

8.2 TENANT agrees to pay for expenses incurred to install air conditioning in the space occupied by their 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.

8.3 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.

8.4 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.

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IX. **INSURANCE**

10.1 No later than 30 days before the scheduled 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);
- c. properly endorsed and have the agent's signature, and phone number,

10.2 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.

10.3 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.

10.4 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.

10.5 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	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence;

c. Products/completed operations d. Personal/Advertising Injury e. Contractual Liability *f. Damage to property rented by you	\$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>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage 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 (e.g. installing antenna or equipment)	

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

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

X. INDEMNITY

10.1 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, or resulting from to TENANT'S activities under this Agreement, including any acts or omissions of TENANT, any agent, officer, director, representative, employee, consultant 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 of CITY, act or omission its officers, agents, representatives, consultants, subcontractors, or employees, in instances where such negligence, acts or omission 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.**

10.2 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.

XI.

MAINTENANCE AND SAFETY

11.1 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.

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

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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 negligent use, if any, of the PREMISES and will be responsible for maintenance and repair of all fixtures it places on PREMISES, including platforms, antennas, and transmission cables.

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

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

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

11.11 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 TENANTs normal operations. The CITY shall make every effort to assure that interruptions to TENANTs regular service, if any, do not take place during critical ratings periods, being such critical ratings periods that are defined in writing to the Director's office. Major repairs are necessary periodically, but the CITY will inform TENANT as far in advance as possible of these major repairs.

11.12 Should the need for major repairs cause a period of substantial interruption of more than fifteen (15) days of normal operation by TENANT after the effective date of this Agreement the CITY agrees to renegotiate the terms of this Agreement with TENANT in light of such interruption of normal operation.

11.13 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.

11.14 TENANT recognizes that the CITY now has leases with TENANT and KTFM. The CITY shall not install or grant permission to additional lessees to install any equipment which would interfere with TENANTs operations.

XII.

ABATEMENTS

12.1 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 consultant 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.

12.2 If, due to acts of God, or for any reason except the sole negligence by the CITY, TENANT's use of PREMISES is interrupted, the rent for the period during which use is interrupted shall abate. If, due to acts of God, or for any reason except the sole negligence by the City, Tenant's use of the Premises is interrupted, the CITY shall have no other liability beyond the rental payment abatement.

XIII.

ASSIGNMENT

13.1 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 antenna space, equipment space, and equipment described herein and access and control thereto to any transferee or licensee, as approved by the Federal Communications Commission. Such assignment, sublease, or transfer shall be made after giving thirty

(30) days written notice, as set forth herein, to the CITY and receiving approval from the CITY as evidence by passage of a CITY Ordinance. Such approval will not be unreasonably denied.

13.2 Notwithstanding the foregoing, only ten (10) days prior written notice to CITY must be given and no approval from the CITY shall be required in connection with any such assignment, sublease or transfer to (i) any entity that shall be a successor to TENANT either by merger or consolidation or to a purchaser of all or substantially all of TENANT'S assets, (ii) any entity controlling, controlled by, or under common control with (as defined below) TENANT or (iii) any entity that is the transferee of the Federal Communications Commission license for TENANT. For purposes of this agreement, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or the policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

XIV. IMPROVEMENTS AND REPAIRS

14.1 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.

14.2 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.

XV. PERMITS, TAXES, AND LICENSES

15.1 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.

XVI.
DEFAULT AND REMEDIES

16.1 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 11.3 hereinbefore, TENANT shall fail to comply with any material term, as reasonably determined by the CITY, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to TENANT.
- 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.

16.2 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.

16.3 Any termination of this Lease as herein provided, except under Article IV, Section 4.6, 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.

16.4 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.

XVII.
QUIET ENJOYMENT

17.1 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.

XVIII.
CONFLICT OF INTEREST

18.1 TENANT acknowledges that it is informed that Texas law prohibits contracts between the CITY and any local public official, such as a CITY officer or employee, and that the prohibition extends to an officer and employee of CITY agencies, such as CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. TENANT certifies (and this Lease Agreement is made in reliance thereon) that neither it, its individual officers, employees, or agents, nor any person having a substantial interest in this Lease Agreement, is an officer or employee of the CITY or any of its agencies. TENANT further certifies that it has complied with the CITY's ethics ordinance.

XIX.
ENTIRE AGREEMENT/AMENDMENT

19.1 This Lease Agreement, together with its attached exhibits and the authorizing ordinance, in writing, constitutes the entire agreement between the parties, any other written or parol agreement with CITY being expressly waived by TENANT.

19.2 No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

19.3 It is understood that the Charter of the CITY requires that all contracts with the CITY be in writing and adopted by ordinance. All amendments also need approval evidenced by an ordinance.

XX.
SEPARABILITY

20.1 If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or

unenforceable, there be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

XXI.
NOTICES

21.1 Any notice or demand given under this Lease shall be in writing and shall be effectively delivered when deposited in the United States Mail, in Certified or Registered form, postage prepaid, or when sent by overnight courier, addressed as follows:

If to the CITY:	City Clerk, City of San Antonio City Hall/Military Plaza P.O. Box 839966 San Antonio, Texas 78283-3966
With copy to:	City of San Antonio Center City Development and Operations Dept. 100 W. Houston Street San Antonio, Texas 78205
If to TENANT:	Alpha Media, LLC, a Delaware Limited Liability Company 4050 Eisenhower San Antonio, Texas 78218
With copy to:	Alpha Media, LLC, a Delaware Limited Liability Company Attn: Site Leases 1211 SW 5 th Ave. Suite 600 Portland, OR 97204

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.

21.2 This Contract is to be construed under the laws of the State of Texas and is performable in Bexar County, Texas.

XXII.
PARTIES BOUND

22.1 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.

XXIII.
TEXAS LAW TO APPLY

23.1 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.

XXIV.
LIEN FOR RENT

[RESERVED]

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").

CITY OF SAN ANTONIO

TENANT: Alpha Media, LLC,
a Delaware Limited Liability Company

Lori Houston,
Assistant City Manager

By: 
Lance Hawkins
Market Manager/VP/Chief Engineer

Approved as to Form: _____
Assistant City Attorney

EXHIBIT A
BROADCAST AND RADIO COMMUNICATION EQUIPMENT
KJXK

GatesAir FAX30 Main Transmitter
GatesAir FAX3 AUX Transmitter
Equipment Racks
Airline Dehydrator
STL Microwave Receiver
STL Receive Dish
950MHz Bandpass Filter
RF Combiner/Filters & Hybrids
Remote Control Equipment.
Fiber data transport from Ground Floor to Radio Room
Network Routers
Network Switches
Audio Switches
Audio Routers
Audio Processors
Audio Monitors
Computer Equipment
FM Exciter
Coaxial transmission lines ($\frac{1}{2}$ " to $3\frac{1}{8}$ ")
Uninterruptible Power Supply
480V to 208V Step down Transformer
Electrical Disconnects
Electrical Distribution panel
Electric Cables and Wiring
Network Cables
Audio Cables
Work Surface
Storage Cabin

EXHIBIT B

THE PREMISES

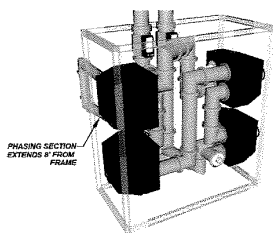
ERI ELECTRONICS RESEARCH INC.

Established 1943
7777 GARDNER RD. CHANDLER, IL 61150-9527
PHONE: (812) 925-6000 FAX: (812) 925-4030

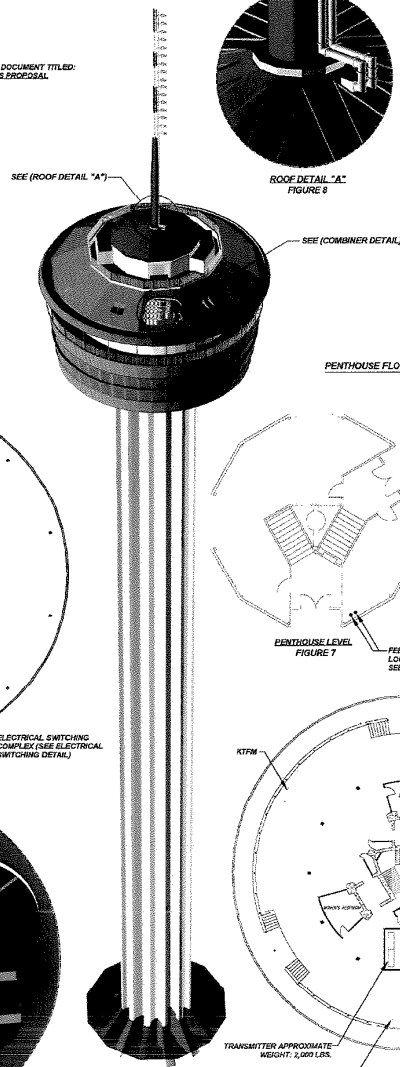
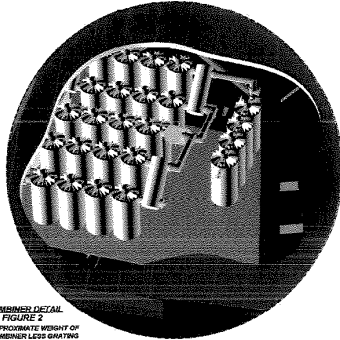
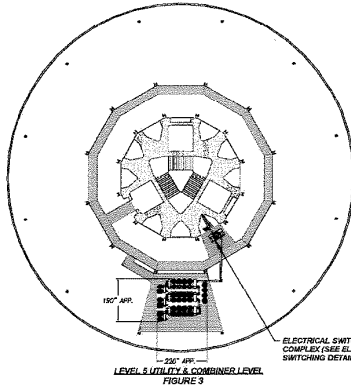
UPDATED CHANGES TO TOWER OF AMERICA'S
SAN ANTONIO, TEXAS PROPOSAL

THE FIGURE DRAWINGS ON THIS EXHIBIT ARE EXPLAINED IN DETAIL WITHIN A DOCUMENT TITLED:
NEW DETAILS CONCERNING THE TOWER OF AMERICA'S - SAN ANTONIO, TEXAS PROPOSAL.

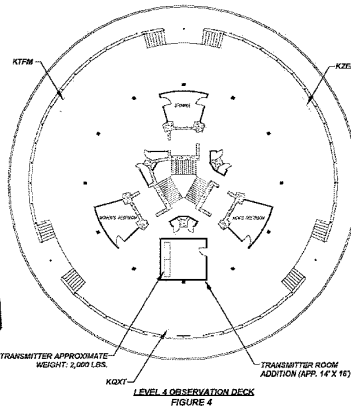
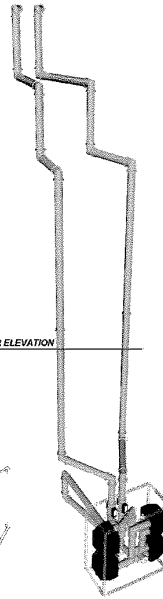
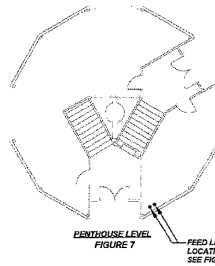
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DRAWING: 04-J, 10190 4
PROJECT NO: 10190
DATE: 7/2/90



ELECTRICAL SWITCHING DETAIL
FIGURE 6
APPROXIMATE WEIGHT: 1,100 LBS
L 8 X W 4 X H 8



BUILDING ELEVATION DETAIL
FIGURE 1



PENTHOUSE FLOOR ELEVATION

FEED LINE RUN
LOCATION
SEE FIG. 8

EXHIBIT C
PARKING AREA

