

# 1<sup>st</sup> Amendment to License Agreement

(San Antonio RadioWorks, LLC which operates Translator K279AB)

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## 1. Identifying Information

**Licensee:** San Antonio RadioWorks, LLC

**Licensee's Address:** 8023 Vantage Drive, Suite 840  
San Antonio, Texas 78230  
Attn: John Barger

**License:** Purpose of operating and maintaining a radio broadcast translator K279AB and associated equipment at the Tower of the Americas.

**Ordinance Authorizing Original License:** 2014-08-07-0529

**Ordinance Authorizing 1<sup>st</sup> Amendment:**

**Beginning of Renewal Term:** September 1, 2019

**Expiration of Renewal Term:** August 31, 2024

## 2. Defined Terms

2.1. All terms used in this instrument and not otherwise defined herein but defined in the License Agreement to it have the meanings previously ascribed to them.

## 3. Renewal

3.1. The term of the License Agreement is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

## 4. Compensation

4.1. The monthly license fee shall be \$2,218.08 per month for the first license year of the Renewal Term and shall increase by a rate of three percent (3.00%) per year commencing upon the anniversary date of each remaining license year. The license fee may be paid in one lump sum in advance or in monthly installments in advance on the first day of each month in accordance with the following payment schedule:

- 4.1.1. 9/1/2019 – 8/31/2020: \$26,616.93/year or \$2,218.08/month.
- 4.1.2. 9/1/2020 – 8/31/2021: \$27,415.44/year or \$2,284.62/month.
- 4.1.3. 9/1/2021 – 8/31/2022: \$28,237.90/year or \$2,353.16/month.
- 4.1.4. 9/1/2022 – 8/31/2023: \$29,085.04/year or \$2,423.75/month.
- 4.1.5. 9/1/2023 – 8/31/2024: \$29,957.59/year or \$2,496.47/month.

**5. No Default**

5.1. Neither City nor Licensee is in default under the Agreement, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

**6. Same Terms and Conditions**

6.1. This renewal instrument is a fully integrated statement of the modifications to the Agreement. Except as expressly modified by this renewal, the Agreement remains a comprehensive statement of the rights and obligations of City and Licensee. City and Licensee reaffirm the Agreement as modified by this renewal instrument and represent to each other that, except as expressly stated in this instrument, no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

**7. Public Information**

7.1. Licensee acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this instrument waives an otherwise applicable exception to disclosure.

*Intentionally Blank*

**City**

**Licensee**

**City of San Antonio, a Texas  
municipal corporation**

**San Antonio RadioWorks, LLC**

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

**By:** ACM Baus

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

**Printed  
Name:** JOHN BARGER

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

**Title:** PRESIDENT

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

**Date:** 7/17/2019

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

1. 1948

2. 1949

3. 1950

4. 1951