

# 3<sup>rd</sup> Amendment to Lease Agreement

(iHeartMedia + Entertainment, Inc. which operates Radio Station KQXT)

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## 1. Identifying Information.

**Lessee:** iHeartMedia + Entertainment, Inc.

**Lessee's Address:** 7136 S. Yale Ave., Suite 501  
Tulsa, OK 74136

**With Copies to:**

iHeart Media + Entertainment, Inc.  
20880 Stone Oak Parkway  
San Antonio, Tx 78258  
Attn: Legal Department

Cushman & Wakefield  
201 N. Franklin St. Suite 3300  
Tampa, FL 33602  
Attn: Lease Administration

**Lease:** Use of Tower of the Americas' mast and associated space  
as a transmitting site

**Ordinance Authorizing**

**Original Lease:** 82359

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

**Amendment:** 2006-08-31-0974

**Ordinance Authorizing 2<sup>nd</sup>**

**Amendment:** 2015-05-21-0434

**Ordinance Authorizing 3<sup>rd</sup>**

**Amendment**

**Beginning of Renewal**

**Term:** July 1, 2020

**Expiration of Renewal**

**Term:** June 30, 2025

## 2. Defined Terms.

2.1 All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

### **3. Renewal.**

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

### **4. Rent.**

4.1 The monthly rental shall be \$8,039.77 per month for first lease year of the Renewal Term and shall increase by a rate of one and half percent (1.5%) per year, commencing upon the anniversary date of each remaining lease year. Rental 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 July 1, 2020 – June 30, 2021: \$96,477.24 payable in one lump sum in advance or \$8,039.77 per month.

4.1.2 July 1, 2021 – June 30, 2022: \$97,924.44 payable in one lump sum in advance or \$8,160.37 per month.

4.1.3 July 1, 2022 – June 30, 2023: \$99,393.36 payable in one lump sum in advance or \$8,282.78 per month.

4.1.4 July 1, 2023 – June 30, 2024: \$100,884.24 payable in one lump sum in advance or \$8,407.02 per month.

4.1.5 July 1, 2024 – June 30, 2025: \$102,397.56 payable in one lump sum in advance or \$8,533.13 per month.

4.2 From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Lessee must Rent pay to Lessor at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

### **5. No Default.**

5.1 Neither Lessor nor Lessee is in default under the Lease, 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 instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this instrument, the Lease remains a comprehensive statement of the rights and obligations of Lessor and Lessee. Lessor and Lessee reaffirm the Lease as modified by this agreement 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 Lessee 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 agreement waives an otherwise applicable exception to disclosure.

**In Witness Whereof**, the parties have caused their representatives to set their hands.

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

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Signature

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Name

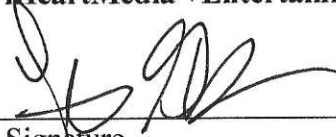
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Title

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Date

**Lessee**  
iHeartMedia + Entertainment, Inc.



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Signature

Stephen G. "Steve" Davis

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Name

Senior VP, Real Estate

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Title

5/28/2020

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Date

**Attest:**

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CITY CLERK

**Approved as to Form:**

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CITY ATTORNEY