

1st Amendment to License Agreement

(Alpha Media which operates Translator K277CX)

1. Identifying Information

Licensee: Alpha Media LLC, a Delaware limited liability company

Licensee's Address: 4050 Eisenhower Road
San Antonio, Texas 78218
Attn: Market Manager/VP

With Copies to Alpha Media 4050 Eisenhower Road
San Antonio, Texas 78215
Attn: Chief Engineer

License: Purpose of operating and maintaining a radio broadcast translator K277CX and associated equipment at the Tower of the Americas.

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

Ordinance Authorizing 1st 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

City of San Antonio, a Texas
municipal corporation

By: _____

Printed
Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Licensee

Alpha Media LLC, a Delaware
limited liability company

By: Lance Hawkins

Printed
Name: Lance Hawkins

Title: SVP/GM

Date: 7/19/19