

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

(Tower FM Consortium, LLC)

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## 1. Identifying Information.

**Lessee:** Tower FM Consortium, LLC,

**Lessee's Address:** iHeart Media + Entertainment, Inc.  
2625 S. Memorial Drive, Suite A  
Tulsa, OK 74129  
Attn: SVP/Real Estate, Facilities & Capital Management

Alpha Media  
4050 Eisenhower Road  
San Antonio, TX 7818  
Attn: Market Manager/VP

**With Copies to:**

iHeartCommunications, Inc.  
200 E. Basse Road  
San Antonio, TX 78209  
Attn: Real Estate Department

DTZ  
4301 Anchor Plaza Parkway, Suite 400  
Tampa, FL 33634  
Attn: Lease Administration

Alpha Media  
4050 Eisenhower Road  
San Antonio, TX 78218  
Attn: Engineering Manager

**Lease:** Master Antenna for Commercial Broadcasting Located at  
the top of the Tower of the Americas, San Antonio, TX

**Ordinance Authorizing**

**Original Lease:** 2006-08-31-0976

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

**Beginning of Renewal**

**Term:** July 1, 2015

**Expiration of Renewal**

**Term:** June 30, 2020

**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. No Default.**

4.1 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.

**5. Same Terms and Conditions.**

5.1 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.

**6. Public Information.**

6.1 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.

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

**Lessor**

**Lessee**

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

**Tower FM Consortium, LLC**, a Texas Limited Liability Company

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

By iHeart Media + Entertainment, Inc  
Name: \_\_\_\_\_

Name: Carlos J. Contreras, III

*Stephen G. Davis*  
Title: Senior Vice President

Title: Assistant City Manager

Date: 4-27-2015

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

By: Alpha Media

**Attest:**

Name: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

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

**Approved as to Form:**

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

\_\_\_\_\_  
CITY ATTORNEY

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

**Lessor**

**Lessee**

City of San Antonio, a Texas municipal corporation

Tower FM Consortium, LLC, a Texas Limited Liability Company

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

By iHeart Media + Entertainment, Inc  
Name: \_\_\_\_\_

Name: Carlos J. Contreras, III

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

Title: Assistant City Manager

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

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

Attest:

By: Alpha Media

Name: *Janice Hawkins*

\_\_\_\_\_  
CITY CLERK

Title: *SVP - General Manager*

Approved as to Form:

Date: *4-29-15*

\_\_\_\_\_  
CITY ATTORNEY