

Tower Site Lease Agreement

In consideration of the covenants herein contained between Williamson County, Texas, a political subdivision of the state of Texas ("Lessor"), and Univision Radio Broadcasting Texas, LP, a Texas Limited Partnership authorized to transact business in the State of Texas ("Lessee"), the parties mutually agree and enter into this Tower Site Lease Agreement ("Lease") as follows:

I.

AGREEMENT TO LEASE; LESSEE'S PROPERTY; AND CONDITIONS PRECEDENT

- A. Leased Premises. Pursuant to the terms of this Lease, Lessor hereby grants Lessee permission to install and operate the Lessee's Property, as defined herein, on Lessor's property located at 155 Carlson Cove, Georgetown, Texas 78626 and being described as:

Being a 0.157 Acre or 6,829 Square Foot area of real property, as depicted by Metes and Bounds Survey and Sketch attached hereto as **Exhibit "A"** ("Leased Premises").

- B. Lessee's Property. Subject to any existing leases, easements, or rights-of-way, Lessee may install, maintain, remove, replace and operate upon the Leased Premises, subject to the terms and conditions set forth herein, the following (collectively the "Lessee's Property"), which shall be removed by Lessee at the end of this Lease or any Extension Term thereof as required hereinbelow:

1. 497 ft Guyed Tower
Ground Elevation: 780 ft.
Overall Height Above Ground (AGL): 500 ft.
Overall Height Above Mean Sea Level (AMSL): 1280 ft._
Overall Height Above Ground w/o Appurtenances: 497 ft._
Latitude: _30-37-22.7 N (NAD 83)_
Longitude: 97-38-34.0 W (NAD83)_
(the "Tower")
2. Standby Generator;
3. Propane Fuel Tank;
4. Radio Transmitting Antennas/Dish Equipment; and
5. Equipment Shelters.

- C. Conditions Precedent. The Parties agree that the terms of this Lease shall not become effective, and Lessee's right to use the Leased Premises for the purposes set out herein or to perform any installation or modifications to the Lessee's Property shall not commence until the following conditions are satisfied or performed:

1. Lessee shall obtain, at Lessee's cost, and submit to Lessor a Structural Analysis to determine the availability of capacity at the Leased Premises for the installation or modification of any Lessee's Property;
2. Lessee has submitted to Lessor detailed plans and specifications accurately describing all aspects of proposed work to be performed, without limitation, weight, and wind load

requirements, power supply requirements, and accurate depictions of improvements to be placed on the Leased Premises;

3. Lessee has furnished Lessor with a certification of coverage issued by its insurer for the insurance required herein; and
4. Lessee shall obtain all necessary governmental approvals and permits for the installation, operation, or modification of any of the Lessee's Property described herein and Lessee has provided, and Lessor has received copies of any required governmental authorizations and permits to construct, operate, and maintain the Lessee's Property on the Leased Premises.

II. ACCESS TO LEASED PREMISES

Lessor agrees that, during the Initial Term of this Lease and any extension thereafter, Lessee shall have reasonable ingress and egress to the Leased Premises for the purpose of maintenance and repairs to Lessee's Property. For purposes of such ingress and egress during the Initial Term of this Lease and any renewal term thereafter, Lessee shall be allowed to use the existing unimproved road/path that provides access to the Leased Premises from Carlson Cove and County Road 110, as depicted in the sketch set out in **Exhibit "A"**. Lessee hereby agrees and acknowledges that all necessary maintenance in relation to the unimproved road/path for Lessee's access to the Leased Premises shall be the sole obligation and responsibility of Lessee.

III. INITIAL TERM OF LEASE; EXTENSION TERM AND TERMINATION

- A. Initial Term. The Initial Term of this Lease shall be a period of five (5) years commencing on April 1, 2023 ("Commencement Date"), and ending at midnight on March 31, 2028 (the "Initial Term").
- B. Extension Term. Following the Initial Term, this Lease will automatically renew for up to two (2) additional five (5) year terms unless otherwise terminated prior to such period in accordance with the terms hereof ("Extension Term"). All terms, covenants, and provisions of this Lease shall apply to the Extension Term.
- C. Termination for Convenience. Either party may terminate this Lease for convenience and without cause upon two (2) year's written notice to the other party. Upon termination, Lessee shall remove Lessee's Property in accordance with the terms set out hereinbelow.

IV. RENT, SECURITY DEPOSIT AND TAXES

- A. Initial Base Rent. In advance on the first (1st) day of each calendar month, beginning on the first (1st) day of the month immediately following the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor \$30,000 per year in monthly installments of \$2,500 each as rent for the Leased Premises, plus \$78.32* as additional rent for Lessee's payment of real property taxes assessed against the Leased Premises, as set forth below, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing, including ACH.

***In the event that Lessee obtains property tax exemption status from the Williamson Central Appraisal District during this Lease and no property taxes are assessed against the Leased Premises thereafter, Lessee shall not be required to pay the above-mentioned property taxes as additional rent.**

- B. Base Rent Adjustment. Beginning one year from the Commencement Date, the Base Rent will be adjusted to increase by 3% on each anniversary of the Commencement Date (the "Adjustment Date").
- C. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full.

- D. Security Deposit. On the execution of this Lease, Lessee shall deposit with Lessor an amount equal to six (6) month's rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid costs and expenses to which Lessee is obligated to provide; (d) the removal of all Equipment installed by Lessee; (e) packing, removing, and storing abandoned property; (f) attorney's fees and costs of court incurred in any proceeding or claims against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease. In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

E. Taxes.

1. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed

on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

2. Real Property Tax Reimbursement: Lessee agrees to pay all taxes, assessments, and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Leased Premises. Included also shall be all costs in contesting, rendering, and otherwise adjusting the Taxes.
 - a. Payment of Taxes to Lessor: On the first (1st) day of each month during the Initial Term and any extended term thereafter, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor (prorated for any partial month). The estimated Tax payment for the Initial Term is set forth herein-above.
 - b. Tax Statement; Deficiency or Offset of Tax Costs: On or before January 31st of the Initial Term or any extended term of the Lease, Lessor shall furnish to Lessee a tax statement showing the total actual Tax costs for such Lease term and the total amount of Tax payments made by Lessee during such Lease term.
 1. If Lessee's actual Tax costs exceeds the aggregate of Lessee's monthly payments made during the current Lease term, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of the statement.
 2. If Lessee's monthly payments exceed Lessee's actual Tax costs as shown on the statement, Lessee shall be entitled to offset the excess against payments thereafter becoming due for Lessee's actual Tax costs. In the event the Lease has been terminated or has expired prior to determining that Lessee's monthly payments exceeded Lessee's actual Tax costs, any excess amounts paid by Lessee will first be applied to any amounts that may be due and owing Lessor at that time and any excess remaining thereafter, if any, shall be paid to Lessee.
 - c. Lessee's rent payment shall be adjusted in the event the Taxes increase or decrease thereby causing the Lessee's actual Tax costs to change. Lessor will notify Lessee of any rent adjustment in the tax statement that is sent to Lessee on or before January 31st.
 - d. Remedy for Non-Payment: If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in

relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

- e. Adjustment to Taxes; Contest of Taxes: Lessee shall have the right, at its sole cost and expense, in its own name(s) and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but only after Lessee has deposited with the Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and any excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand all court costs, interests, penalties and other liabilities relating to such proceedings. Lessor agrees to provide lessee a copy of any notice of appraised value of the property received by the lessor. Lessor agrees to send such notice within 10 days of receipt of such notice by lessor.
- f. Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.
- g. Property Tax Exempt Status: In the event that Lessee obtains property tax exemption status from the Williamson Central Appraisal District during any time period following the execution of this Lease and no property taxes are assessed against the Leased Premises for such time period, Lessee shall not be required to pay the property taxes as additional rent during the period of time that no property taxes are assessed against the Leased Premises.

V. INSTALLATION OF EQUIPMENT

- A. Performance of Work. Lessee shall retain qualified contractors to install, operate, maintain and/or modify Lessee's Property.
- B. Lessor Not a Party. Lessor shall not be a party to any contract or agreement between the Lessee and any qualified contractor retained by the Lessee and approved in writing by the Lessor. Lessor shall in no way be liable to Lessee or any other third party for any defects in workmanship or design of any of the equipment installed, maintained, operated, and/or modified by Lessee.
- C. Appurtenant Equipment and Facilities. The installation, operation and maintenance of any appurtenant equipment to include but not limited to control lines necessary for the operation of Lessee's Property is the sole responsibility of the Lessee.

VI. INTERFERENCE

- A. Prior Approval of Lessor. Lessee agrees to install equipment of a type and frequency, which will not cause interference to Lessor or its lessees and users of the property adjacent to the Leased Premises and does hereby agree to make no changes in equipment or frequency without prior written approval of Lessor, which approval shall not be unreasonably withheld. Lessor accepts the equipment that is currently installed at the Leased Premises, as of the date of this Lease, and acknowledges that it is in conformance with the terms and conditions of the Lease.
- B. Sharing of Frequency Information. Following the execution of this Lease, Lessee shall provide Lessor with a list of frequencies to be used at the Leased Premises, and Lessor shall provide to Lessee a list of frequencies currently in use at the property adjacent to the Leased Premises. Utilizing both sets of frequencies, Lessee shall provide to Lessor an inter-modulation study prepared by an engineer reasonably acceptable to Lessor, at Lessee's expense, showing no interference.

If Lessee adds frequencies thereafter or if Lessor or its lessees and users of the property adjacent to the Leased Premises adds frequencies thereafter, the party adding such frequencies shall provide the other party with a list of frequencies to be used at the site, and that party not adding such frequencies shall provide to adding party with a list of frequencies currently in use at the site. Utilizing both sets of frequencies, the adding party shall provide to the other party an inter-modulation study prepared by an engineer reasonably acceptable to the other party, at the adding party's expense, showing no interference.

- C. Interference by Lessee. Lessee acknowledges that Lessor's property that is adjacent to the Leased Premises is an integral element of the radio communications system for both public safety and public service agencies operating in Williamson County and, if impaired or rendered inoperable, it would adversely affect the health, safety and welfare of citizens served by the communications tower situated adjacent to the Leased Premises. Thus, it is understood, acknowledged and agreed that Lessee's use of the Leased Premises, Lessee's Property, their installation, maintenance, and operation shall in no way interfere with the installation, operation, maintenance, or any modification of the Lessor's property, equipment, infrastructure and tower lighting system that is situated adjacent to the Leased Premises.
- D. In the Event of Interference by Lessee. In the event that Lessee's Property causes interference with any of Lessor's equipment or operations adjacent to the Leased Premises, Lessor will notify Lessee of the nature and extent of the interference and the origin and cause, if known. Upon receipt of notice of interference, Lessee shall take remedial measures within six (6) hours upon receipt of notice. Such remedial actions shall include, but are not limited to reducing power, retaining a qualified contractor to diagnose the source of interference, and to perform whatever actions are necessary to eliminate the interference. In the event such interference cannot be eliminated, Lessee agrees to remove Lessee's Property from the Leased Premises and this Lease shall then terminate without further obligation on either part except as may be specifically enumerated herein.

Furthermore, Lessee acknowledges that in the event of breach by Lessee of this section, Lessor could suffer significant and irreparable harm that could not be satisfactorily compensated in monetary terms since Lessor's equipment, property and infrastructure adjacent to the Leased Premises is an integral element of the radio communications system for both public safety and public service agencies operating in Williamson County and, if impaired or rendered inoperable, it would adversely affect the health, safety and welfare of citizens served by such tower site, and that the remedies at law available to Lessor will be inadequate, Lessor shall be entitled, in addition to any other remedies to which it may be entitled to hereunder, under the law or in equity, to specific performance of this section by Lessee, including the immediate ex parte issuance, without bond, of a temporary restraining order enjoining Lessee from any such violation or threatened violation of this section and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided hereunder, by law and not otherwise limited by this Lease. Lessee hereby acknowledges and agrees that Lessor shall not be required to post bond as a condition to obtaining or exercising any such remedies, and Lessee hereby waives any such requirement or condition.

- E. In the Event of Interference by Lessor. In the event that the equipment or operations of Lessor or of any other user or lessee of the property adjacent to the Leased Premises causes interference with any of Lessee's Property or operations, Lessee will notify Lessor in writing of the nature and extent of the interference and the origin and cause, if known. Upon receipt of notice of interference, Lessor shall take remedial measures within twelve (12) hours upon receipt of notice. Such remedial actions shall include, but are not limited to retaining a qualified contractor to diagnose the source of interference, and to perform whatever actions as are necessary to eliminate the interference. In the event such interference cannot be eliminated, Lessee may terminate this Lease without further obligation except as may be specifically enumerated herein. Lessee hereby expressly acknowledges and agrees that in no case whatsoever shall Lessor be required to cease operation of its system on the property adjacent to the Leased Premises due to such system being an integral element of the radio communications system for both public safety and public service agencies operating in Williamson County and, if impaired or rendered inoperable, it would adversely affect the health, safety and welfare of citizens served by the communications tower situated adjacent to the Leased Premises.
- F. Lessor and Lessee shall each operate their equipment in accordance with good engineering practices.

VII. MAINTENANCE OF EQUIPMENT, TOWER AND LEASED PREMISES

- A. Lessee Provided Maintenance. Lessee shall maintain Lessee's Property in such a manner to ensure that equipment, property and/or infrastructure located adjacent to the Leased Premises is not impacted by damage or disrepair. When performing maintenance and repairs to the Lessee's Property, Lessee shall take every precaution to prevent damage to Lessor's equipment, property and/or infrastructure situated next to the Leased Premises. Lessee shall notify Lessor, in advance and as soon as practicable, of any maintenance, repairs, or other related events concerning the subject site so that Lessor will have adequate opportunity to provide any necessary protection for its equipment and operations. In the event damage to

equipment, property and/or infrastructure adjacent to the Leased Premises is caused by Lessee, Lessee shall, within six (6) hours of notice from Lessor, repair any such damage; provided, however, Lessor shall retain the right to immediately repair such damage and thereafter pass the costs of such repair to Lessee. Lessee shall pay all such repair costs to Lessor within ten (10) calendar days after Lessee has received Lessor's demand for payment, as evidenced by return receipt of registered or certified letter.

- B. Tower Guy Line Maintenance. Prior to the expiration of the Initial Term of this Lease, Lessee shall provide guy tensioning and plumbing of its tower. In the event this Lease is extended following the Initial Term, Lessee shall provide guy tensioning and plumbing of its tower prior to the expiration of the Extended Term.
- C. Maintenance of Leased Premises. Lessee shall keep all areas of the Leased Premises clean and free of debris. All vegetation on the Leased Premises must be regularly maintained and mowed to prevent fire hazards and unsightly appearances. Lessee shall provide and keep all fencing well maintained in order to properly secure the Leased Premises and the Lessee's Property. Lessee shall not permit any chemicals, trash, unused equipment or property, or other foreign materials to be deposited, maintained or disposed of on the Leased Premises. Hazardous chemicals are not permitted on the Leased Premises. Lessee hereby agrees that Lessee shall reimburse Lessor for the expense of cleaning and removing any debris, chemicals, trash, unused equipment or property, or other foreign materials; mowing and maintaining vegetation, and any other costs associated with Lessee's noncompliance with this provision.

VIII. SUBSEQUENT USES, EQUIPMENT AND USERS

- A. Lessor or its lessees and users of the property adjacent to the Leased Premises may place other communications equipment that does not interfere with Lessee's operations or use of the Leased Premises on Lessor's property following the execution of this Lease. In the event such additional equipment causes interference to Lessee's Property, the provisions of Section VI. shall control as to interferences caused by Lessor.
- B. In the event Lessee would like to add additional equipment to the Leased Premises following execution of this Lease, an additional Site Engineering Application shall be submitted to Lessor prior to the placement of any such additional equipment to ensure tower loading does not exceed acceptable percentages. The Site Engineering Application shall be paid for by Lessee. Lessor shall review the Site Engineering Application and either grant or deny permission to allow Lessee to place additional equipment on the Leased Premises. If Lessor approves Lessee's additional equipment and such additional equipment causes interference to Lessor's equipment or operations on the property adjacent to the Leased Premises, the provisions of Section VI. shall control as to interferences caused by Lessee.

IX. GOVERNMENTAL AND REGULATORY REQUIREMENTS

All construction, installation, and operations in connection with the Leased Premises by Lessee shall meet with all of the applicable rules and regulations of the Federal Communications Commission, Federal Aviation Authority, State of Texas, through any regulatory agency with appropriate jurisdiction, the electrical codes of any city or county with regulatory jurisdiction, the

State of Texas, and any applicable municipal zoning regulations. Under this Lease, the Lessor assumes no responsibility for the licensing, operation, and/or maintenance Lessee's Property. Lessee has the responsibility of carrying out the terms of its FCC License with respect to tower light observation and notification to FAA and any other governmental authorizations and permits. Lessor agrees to correct any observed deficiencies in Lessor's equipment at its expense upon receipt of written notice from Lessee advising of deficiency.

X. LESSOR NOT AN INSURER

It is agreed by and between the parties that Lessor is not an insurer and that the payment of rental by the Lessee as herein provided are based solely on the value of the facilities provided in this Lease. It is further agreed that Lessor shall not be liable to Lessee for damages to any and all property including Lessee's Property, building (if applicable), antennas, coaxial line and communications equipment and accessories, caused by acts of God, or other acts beyond the control of Lessor. If due to acts of God or for any other reason that is beyond Lessor's control, Lessee's use of the Leased Premises is interrupted, Lessor shall not be liable to Lessee for such interruption. LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OF ANY TYPE THAT MAY ARISE AS A RESULT OF SUCH INTERRUPTION OF SERVICE.

XI. INDEMNIFICATION

- A. INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF LESSOR'S CHOOSING), AND HOLD HARMLESS LESSOR, AND LESSOR'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LESSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN, ON OR AROUND THE LEASED PREMISES OR IN CONNECTION WITH THE LESSEE'S USE OF THE LEASED PREMISES HEREUNDER. LESSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY OF THE INDEMNITIES. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.
- B. INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF LESSOR'S CHOOSING), AND HOLD HARMLESS LESSOR, AND LESSOR'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM LESSEE'S USE OF THE LEASED PREMISES UNDER THIS LEASE OR ANY WORK PERFORMED BY LESSEE IN RELATION TO THIS LEASE, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS,

ERRORS, OR OMISSIONS OF LESSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

XII. INSURANCE

During the term of this Lease, Lessee agrees to provide and maintain the following insurance:

1. Worker's Compensation in accordance with statutory requirements; and
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate, including coverage on same for independent subcontractor(s). LESSOR SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

Lessee shall not commence any field work or conduct any operations on the Leased Premises under this Lease until it has obtained all required insurance, a certificate of insurance has been provided to Lessor and such insurance has been approved by Lessor. Approval of the insurance by Lessor shall not relieve or decrease the liability of Lessee hereunder.

Lessee shall not allow any subcontractor(s) to commence work to be performed in connection with Lessee's use of the Leased Premises hereunder until all required insurance has been obtained and approved.

Lessee's independent contractors shall provide Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate, \$1.0 Million General Automobile, and Workers Compensation as statutorily required.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Lessee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until ten (10) calendar days after Lessor has received written notice as evidenced by return receipt of registered or certified letter.

It is the intention of the Lessor, and agreed to and hereby acknowledged by the Lessee, that no provision of this Lease shall be construed to require the Lessor to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required by law or a court of law with jurisdiction over the provisions of this Lease.

XIII. LESSEE ASSIGNMENT AND SUBLETTING

This Lease may not be sold, assigned, or transferred, in whole or in part by Lessee without the prior written approval or consent of the Lessor, consent which may not be unreasonably withheld, conditioned or delayed. Any such assignment shall be evidenced by a form provided by Lessor and executed by Lessor, Lessee, and assignee. Notwithstanding the foregoing, Lessee shall have the right to assign its interest hereunder to any entity that owns or acquires all or substantially all of Lessee's assets or shares of ownership without the consent of Lessor, upon ninety (90) calendar day's written notice

Lessee may sublet portions of the Leased Premises to third parties, provided that (i) Lessee immediately provides Lessor a written copy of such sublease, (ii) pays to Lessor in addition to the rentals provided for herein, 25% of the gross rentals paid to Lessee under the terms of such sublease, (iii) indemnifies Lessor against any loss or damage Lessor may incur (as set forth in this Lease) resulting from sub-lessee's activity and/or use of the Leased Premises, and (iv) Lessor's sublease requires its sub-lessee to comply with the terms, covenants and conditions of this Lease as if such sub-lessee were the Lessee hereunder.

XIV. RF EXPOSURE

Lessee agrees to reduce power or suspend operations of its radio equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

XV. LIENS, CLAIMS, AND ENCUMBRANCES

Lessee shall keep the Leased Premises and any interest granted to the Lessee by and through this Lease, free from any liens, encumbrances, claims, mortgages or other financial obligations, or demands.

XVI. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT BY LESSOR

This Lease is for the sole and exclusive benefit of the parties hereto, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits. All of the obligations as well as all of the rights and privileges contained herein, shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and permitted assigns. Lessor may unilaterally assign this Lease without consent of Lessee, so long as such assignee agrees to all of the terms and conditions of this Lease and any subsequent amendments thereto.

XVII. CONDEMNATION

If any part of the Leased Premises is taken under the power of eminent domain, or otherwise condemned, either party may terminate this Lease if such action prevents the intended use of the Leased Premises.

XVIII. DEFAULT, REMEDIES, WAIVER

- A. Default by Lessee. Lessee's failure to pay amounts due strictly in accordance with the terms of this Lease or to cure any breach of any covenant (not related to timeliness of payments) herein within thirty (30) calendar days of written notice from Lessor of said breach shall constitute an event of default under this Lease. In the event of Lessee's default, Lessee shall immediately make full payment of all amounts that Lessor would have been entitled to receive under this Lease for the remainder of the then current lease term and Lessor shall have the right to accelerate and collect said payments. All delinquent amounts shall bear interest at the lesser of 3% interest per month or the maximum amount permitted by law. Lessee may, in addition to seeking the remedies set out herein, terminate this Lease and/or seek any and all remedies available at law or in equity.
- B. Default by Lessor. If Lessor fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for thirty (30) calendar days after a written notice specifying the required performance has been given to Lessor, Lessor shall be in default and Lessee may, in addition to seeking any and all remedies available at law or in equity, terminate this Lease.
- C. Consequential Damages. Neither party shall be liable to the other for consequential, indirect, special, punitive, or exemplary damages for any cause of action whether in contract tort, or otherwise.

XIX. USE OF DANGEROUS CHEMICALS OR HAZARDOUS SUBSTANCES

Lessee agrees to inform Lessor in writing if Lessee will be housing, storing, or maintaining any batteries or fuel tanks on the Leased Premises. The use of any other hazardous chemicals or hazardous substances, as that term is defined by the Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ) or any other local governmental authority is strictly prohibited without the prior written approval of the Lessor. Any authorization or permission granted by Lessor for the use, storage, or maintenance of any hazardous chemicals or hazardous substances shall be evidenced by a duly executed written amendment to this Lease.

XX. GOVERNING LAW AND VENUE

Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XXI. UTILITIES

It is understood and agreed that the Lessee will be responsible for installing all electrical transmission lines and equipment necessary for Lessee's electrical service needs upon the Leased Premises and that Lessee shall pay for all utility services received by Lessee upon the Leased

Premises. If separate metering of utilities is not available or possible, Lessee shall pay a share of its utility costs as allocated by the Lessor, which said share shall be based upon a fair and equal amount that is directly proportionate to the amount of utilities actually used by Lessee. It is also understood that no air conditioning system exists at this site.

XXII. NOTICES

All notices required pursuant to this Lease shall be in writing and shall be given by (i) established express delivery service which maintains delivery records; (ii) hand delivery; (iii) certified mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. Lessor and Lessee agree to notify the other party in writing prior to any change in address or facsimile number. A failure of either party to notify the other party of any change(s) in address or facsimile number will not render any notice delivered to the last known address or facsimile number invalid. All notices shall be sent to the parties at the following addresses:

Lessor: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Lessee: At the address set forth below the Lessee's signature block.

XXIII. OWNERSHIP AND REMOVAL OF LESSEE'S PROPERTY

Lessor agrees and acknowledges that, at all times during this Lease, all of Lessee's Property shall remain the property of Lessee. In the event of any termination of this Lease, expiration of this Lease or upon any abandonment by Lessee, Lessee agrees to remove, within ninety (90) calendar days of such termination, expiration or abandonment, all of Lessee's Property, including any removal structures. In the event that Lessee fails to comply with this section, Lessor shall have the right to remove all of Lessee's Property and Lessee hereby agrees to pay the costs incurred by Lessor within ten (10) calendar days after Lessee has received Lessor's demand for payment, as evidenced by return receipt of registered or certified letter.

XXIV. MISCELLANEOUS

- A. Survival of Obligations. All provisions of this Lease that impose continuing obligations on the parties shall survive the expiration or termination of this Lease.
- B. No Waiver of Immunities. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessee, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Lessee does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- C. Waiver of Breach or Violation Not Deemed Continuing. The waiver by either party of a breach or violation of any provision of this Lease shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- D. Paragraph Headings. The paragraph headings contained in this Lease are for convenience only and shall in no manner be construed as a part of this Lease.
- E. Counterparts. This Lease may be executed in counterparts, each of which may be deemed an original and together shall constitute one and the same with at least one counterpart being delivered to each party hereto.
- F. Severability; Legal Construction. In case any one or more of the provisions construed in this Lease shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Each party to this Lease acknowledges that it and its counsel have reviewed this Lease and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Lease.
- G. Authority to Execute Lease. The undersigned Parties represent that they have the full and final authority to enter into this Lease in the capacity represented.
- H. Entire Agreement. This Lease constitutes the entire agreement between the parties. No contemporaneous or subsequent agreement shall supersede, amend, modify, alter, or cancel any term or shall be otherwise binding upon either party unless such agreement is in writing and duly executed by both parties. This Lease shall supplant any and all prior lease agreements and/or any other type of agreements, oral or in writing, as to the Leased Premises and Lessee's use thereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE Lessee HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS LEASE, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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IN WITNESS WHEREOF, the parties have duly executed and delivered this Lease to be effective as the Commencement Date.

Lessor:

Williamson County, Texas

By: _____

Printed Name: _____

Representative Capacity: Presiding Officer

Date: _____, 20__

Lessee:

**Univision Radio Broadcasting Texas, LP, a Texas Limited Partnership,
acting by and through its General Partner, Univision Radio, Inc.**

By:  _____

Printed Name: Jose Tomas

Representative Capacity: CAO

Date: Mar 28, 2023, 20__

Address for Notice:

8551 NW 30th Terrace, Miami, FL 33122

_____, _____

EXHIBIT "A"



METES AND BOUNDS DESCRIPTION

FOR

A 0.157 ACRE, OR 6,829 SQUARE FOOT, TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 103.5913 ACRE TRACT OF LAND, CONVEYED TO WILLIAMSON COUNTY, TEXAS, IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 2332, PAGE 141, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.157 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00:

COMMENCING at ½" iron rod found on a point in the east right-of-way line of RockRide Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract, from which a ½" iron rod found for the northeast corner of said 3.14 acre tract, same being the south west corner of a called 5.24 acre tract, recorded in Document No. 2014056419 of the Official Public Records of Williamson County, Texas, also being a point in the north right-of-way line of SE Inner Loop, a 120-foot public right-of-way, recorded in Document No. 2006081859, of said Official Public Records, bears N 21°02'03" W, 348.42 feet;

THENCE S 49°24'35" E, departing the south boundary line of said 3.14 acre tract, along the east right-of-way line of said RockRide Ln, same being the west boundary line of the Remnant Portion of said 103.5913 acre tract, a distance of **30.67 feet**, to a calculated point in the north boundary line of a called 2.692 acre tract, recorded in Document No. 2022006446 of said Official Public Records;

THENCE N 68°19'44" E, departing the east right-of-way line of said RockRide Ln, along the north boundary line of said 2.692 acre tract, same being the south boundary line of the Remnant Portion of said 103.5913 acre tract, a distance of **762.22 feet**, to a ½" iron rod found for an angle point of said 2.692 acre tract;

THENCE N 19°09'20" W, departing the north boundary line of said 2.692 acre tract, thought the interior of the Remnant Portion of said 103.5913 acre tract, a distance of **270.64 feet**, to a calculated angle point for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, continuing through the interior of said 103.5913 acre tract, for the southerly, westerly, northerly and easterly boundary lines hereof, the following four (4) courses and distances:

1. **N 89°23'04" W**, a distance of **60.93 feet**, to a calculated angle point, for the southwest corner hereof,
2. **N 00°36'56" E**, a distance of **112.08 feet**, to a calculated angle point, for the northwest corner hereof, from which an iron rod with aluminum cap marked "WILLIAMSON COUNTY" found on a point of curvature in the east right-of-way line of said SE Inner Loop, bears N 20°22'51" W, 722.37 feet,
3. **S 89°23'04" E**, a distance of **60.93 feet**, to a calculated angle point, for the northeast corner hereof, and
4. **S 00°36'56" W**, a distance of **112.08 feet**, to the **POINT OF BEGINNING**, and containing 0.157 acres in Williamson County, Texas, said tract being described in accordance with a survey made on the ground and a survey map prepared by Geonet of Texas, LLC, under the supervision of Josue B. Miranda Ortiz, Registered Professional Land Surveyor, License No. 6637, State of Texas, Job No. 10036-23, on March 23, 2023.

Prepared by: Geonet of Texas, LLC
Date: March 23, 2023.
Job No.: 10036-23
TBPELS Firm Registration No. 10194782



