

### **3<sup>rd</sup> ADDENDUM TO LEASE**

This **3<sup>rd</sup> Addendum to the Lease Agreement** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Gray Media Group, Inc., dba WKYT (successor to Gray Television Licensee, LLC, dba WKYT-TV) (hereafter "Lessor"), 2851 Winchester Road, Lexington, Kentucky, 40509 and the Lexington-Fayette Urban County Government (hereafter "Lessee"), 200 East Main Street, Lexington, Kentucky, 40507;

**Whereas**, by Lease dated December 3, 1998, Lessor leased to Lessee space for an antenna and other equipment for Lessee's 800-megahertz trunked radio system; and

**Whereas**, the Lease designated a specific term of ten (10) years with an automatic one (1) year extension under the same terms and conditions as the initial terms and conditions; and

**Whereas**, an Addendum to the Lease Agreement, dated January 1, 2017 expired December 31, 2021:

**Now, therefore**, the Lease Agreement is hereby modified under the following terms and conditions:

1. **TERM**-The term of the new lease will be for one (1) year with an automatic one (1) year renewal each successive year, for a period of four (4) additional years, unless either party gives sixty (60) days written notice to the other party of its intent not to renew the Lease prior to the expiration of the then presently elapsing term. All other terms and conditions remain the same as in the original Lease Agreement unless specified in this Lease Addendum.

2. **RENT**-The rent for the first year of the extension will be \$9,377.63, which shall be payable in twelve (12) monthly installments of \$781.47, due and payable on the first day of each month, commencing on January 1, 2022.
3. **ADDITIONAL YEARS**-For each additional year of the lease, beginning January 1, 2023, and continuing through December 31, 2026, the annual rent will be adjusted based on the current CPI, at a rate not to exceed three percent (3%) in any given year. For any year that there is a negative CPI, the rent will not increase for that year, but the rent will not be adjusted downward to compensate for the negative CPI.

LESSOR:

Gray Media Group, Inc. dba WKYT

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

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

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

LEESEE:

Lexington-Fayette Urban County Government

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

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

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