

## **First Amendment to Transmission System Agreement**

This First Amendment to Transmission System Agreement (“First Amendment”) is entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Educational Media Foundation, a California religious non-profit corporation (“Landlord”) and the Lexington-Fayette Urban County Government, an urban county government created pursuant to Kentucky Revised Statutes Chapter 67A (“Tenant”) (collectively the “Parties” or each individually as a “Party”).

### **Recitals**

WHEREAS, Landlord’s predecessor-in-interest, Vernon R. Baldwin, Inc., and Tenant entered into the Transmission System Agreement, dated May 1, 2013 (“Agreement”), regarding Landlord’s transmission site, which is located in Jessamine County, Kentucky at NAD83 coordinates 37-57-37.0 N, 84-32-42.0 W; and

WHEREAS, the Parties desire to amend the Agreement, as well as to extend the term of the Agreement.

NOW THEREFORE, in and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Agreement is hereby amended as follows:

1. Section 3(a) of the Agreement is amended by deleting “This Agreement shall not automatically renew.” and by replacing it with the following language.

*Upon the expiration of the initial five (5) year term, this Agreement shall automatically renew for one (1) additional three (3) year term. Upon the expiration of the aforementioned three (3) year renewal term, this Agreement shall automatically renew five (5) additional five (5) year terms unless either party shall provide the other party with at least one hundred twenty (120) days’ advance written notice of its intent to terminate at the end of the then-current term.*

2. The second sentence of Section 3(b) of the Agreement is deleted in its entirety and replaced with the following language.

To be deleted:

*Landlord’s right and ability to sublease the Tower to Tenant is expressly limited by and subject to the terms of the Primary Lease.*

To be replaced with:

*Landlord’s right and ability to sublease space on the Tower and at the tower site to Tenant is expressly limited by and subject to the terms of the Primary Lease.*

3. Section 4(b) of the Agreement is amended by inserting the following language at the end of the subsection:

*...or to such other address as Landlord may provide to Tenant by written notice.*

4. Section 16 of the Agreement (Notice) is deleted in its entirety and replaced with the following language.

*Except as otherwise provided in this Agreement, any notice or demand required or permitted to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) U.S. certified mail, postage prepaid, return receipt requested, or (iii) reputable overnight carrier. Notices shall be given to the other party at the address(es) set forth below and shall be deemed given (a) when delivered or delivery is refused, if by personal delivery, (b) four (4) business days after being deposited with the U.S. Postal Service, if sent by certified mail, or (c) the following business day after being sent by overnight carrier. Either party may from time to time change the address(es) at which it receives notices by providing the other party with notice of such address change in accordance with the provisions of this section.*

*If to Tenant: Department of Public Safety  
Lexington-Fayette Urban County Government  
Government Center, 3<sup>rd</sup> Floor  
200 East Main Street  
Lexington, KY 40507  
Attn: Commissioner of Public Safety*

*With a copy to: Lexington-Fayette Urban County Government  
Government Center, 3<sup>rd</sup> Floor  
200 East Main Street  
Lexington, KY 40507  
Attn: Commissioner of Law*

*If to Landlord: Educational Media Foundation  
5700 West Oaks Blvd.  
Rocklin, CA 95765  
Attn: CEO*

*With a copy to: Educational Media Foundation  
2000 Malloy Lane, Suite 130-388  
Franklin, TN 37067  
Attn: Chief Legal Officer*

5. The Parties acknowledge that Exhibit A to the Agreement was not attached to the Agreement. The Parties further acknowledge and agree that the Exhibit A-1, attached hereto and incorporated by this reference, shall be deemed to be the Exhibit A that was originally intended to be attached to the Agreement. Any references to Exhibit A in the Agreement shall hereafter be deemed to refer to Exhibit A-1.
6. Effective as of the Commencement Date (as defined in the Agreement) of the Agreement, the following language shall be deemed to have been added to the end of Section 17 of the Agreement (Assignment).

*Landlord shall have the right to assign this Agreement at any time without the consent of Tenant. If Landlord assigns its interest in the tower site and/or this Agreement, Landlord shall be relieved of its ongoing obligations and liabilities under this Agreement after the effective date of assignment.*

7. The following language shall be added to the Agreement as Section 22 (Waiver).

*Waiver. The waiver of any provision of this Agreement must be in writing and signed by an authorized representative of the party that is entitled to enforce such provision. The waiver of any provision of this Agreement shall not constitute the waiver of any other provision of this Agreement or the future waiver of such provision unless specified in such written and signed waiver.*

8. The following language shall be added to the Agreement as Section 23 (Attorney Fees and Costs).

*Attorney Fees and Costs. If either party commences an action against the other party to enforce any of the terms or conditions of this Agreement or as a result of a breach of any provision of this Agreement by the other party, the prevailing party in any such action shall be entitled to reimbursement of its reasonable attorney's fees and costs from the other party.*

9. All of the remaining terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions of the Agreement, the terms and conditions of this First Amendment shall control.
10. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which when combined shall constitute one and the same instrument. This First Amendment shall become operative when each Party has executed and has delivered a counterpart to the other Party. For purposes of effectuating this \_\_\_\_ Amendment, a counterpart may be executed electronically (e.g. via DocuSign) and/or delivered electronically by facsimile, email, or other agreed upon means of electronic delivery. For purposes of proving the existence of this First Amendment, a Party shall be permitted to provide a copy of an electronically delivered counterpart without first being required to prove the unavailability of an original copy.

Remainder of Page to Remain Blank – Signatures on Following Page

The foregoing is hereby agreed to and incorporated into the Agreement by the Parties.

Landlord: Educational Media Foundation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Tenant: Lexington-Fayette Urban County Government

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Site Name: Lexington, KY  
FCC ASR#: 1217449

EXHIBIT A-1  
(see attached)