

## SECOND AMENDMENT TO LEASE AGREEMENT

This is the Second Amendment to that certain LEASE AGREEMENT by and between the CITY OF SALEM, an Oregon municipal corporation ("Lessor") and CAPITOL COMMUNITY TELEVISION (CCTV) ("Lessee") effective July 24, 2019 ("Lease").

### RECITALS:

- A. Pursuant to the Lease, Lessor leased to Lessee, part of a communications tower located at 1875 Lowen St. NW, Salem, Oregon.
- B. Effective April 2, 2021, the parties executed an amendment to the Lease delaying the beginning date Lessee shall pay rent until August 1, 2022, and to fixing scrivener's errors within the Lease ("First Amendment To Lease Agreement").
- C. Lessee has requested its lease payments temporarily be satisfied through the provision of services by Lessee due to ongoing fundraising challenges.
- D. The Parties agree that Lessee's rent obligations be delayed until December 1, 2022, and that from December 1, 2022, through April 30, 2024, Lessee's rent obligations shall be satisfied by Lessee providing radio content creation services as requested by Lessor and up to 8 hours of English and Spanish radio broadcasting time per month as requested by Lessor.

**Whereas**, Lessor and Lessee desire to amend the Lease;

**Now therefore**, in consideration of the mutual benefits and obligations set forth herein, the Parties agree as follows:

1. Section 4 of the Lease is amended as follow, strikethrough wording deleted and underlined wording added:

#### **Section 4: Rent.**

- (a) Lessee shall pay Lessor, without demand, offset or counterclaim on the Commencement Date of ~~August 1, 2022~~, December 1, 2022, and on the first day of each calendar quarter month (Jan, April, July, Oct) rent in the amount of one thousand, five hundred and thirty-two dollars and 75 cents (\$1,532.75), (the "Quarterly Rental Fee") subject to adjustment as provided herein. If the Commencement Date occurs on a date other than the first day of a quarter, the Quarterly Rental Fee shall be prorated for such partial quarter. Likewise, if the Term ends on a date other than the last day of the quarter, the Quarterly Rental Fee shall be prorated for such partial quarter.
- (b) The Quarterly Rental Fee is due and payable in advance on the first day of each quarter and shall be deemed delinquent if it is not received by Lessor within ten (10) days thereafter. If the Quarterly Rental Fee is not paid when due, then a late charge of the greater of two hundred dollars (\$200.00) or twenty percent (20%) of the Quarterly Rental Fee will be applied on all amounts due and

unpaid shall bear interest at the rate of fifteen percent (15%) per annum from the date due until paid.

- (c) Beginning January 1, 2023, and each calendar year thereafter, the Monthly Quarterly Rental Fee shall be increased in accordance with the ODOT/ SRP Annual Collocation & Ground Lease Rental Rates published in January of each year. The increased Quarterly Rental Fee shall be rounded up to the next highest whole dollar amount. Rack space will be charged at one half of the published rate.
- (d) In lieu of rent until April 30, 2024, Lessee shall provide radio content creation services as requested by Lessor and up to 8 hours of English and Spanish radio broadcasting time per month as requested by Lessor. The provision of services in accordance with this section only satisfies Lessee's rent obligation. Lessee shall remain responsible for all other fees, taxes, assessments, charges, or other financial obligations for which Lessee is responsible under the Lease or the First Amendment thereto. Beginning May 1, 2024, Lessee's regular rent obligations shall resume.
- (d e) In addition to the Quarterly Rental Fee, Lessee shall pay Lessor, if and when due, any sales, use, property or other taxes or assessments which are assessed or due by reason of this or Lessee's use of the Premises hereunder.
- (e f) Lessor shall pay all power charges at the site. The lessee is responsible for all costs incurred to install and/or attach to any utility.

2. Section 24 of the Lease is amended as follow, strikethrough wording deleted and underlined wording added:

**Section 24: Notices.** All notices required or permitted by this Lease Agreement shall be in writing and shall be deemed to have been property given when delivered personally or sent by mail with all postage fully prepaid to the parties hereto at the respective addresses set forth below, or to such other address as may be furnished by either party to the other in writing:

Lessor:

City of Salem  
Attention: Real Estate Supervisor  
555 Liberty Street SE  
Salem, OR 97301

Lessee:

CCTV  
Attention: ~~Alan Bushong~~ Jasmine White  
575 Trade St SE  
Salem, OR 97301

3. This Second Amendment To Lease Agreement is effective as of the date of the last signature hereon.

4. Except as specifically modified by this Second Amendment To Lease Agreement, the terms and conditions of the Lease and the First Amendment To Lease Agreement thereto remain in full force and effect.

**IN WITNESS WHEREOF** the Parties have executed this instrument in their respective names by their duly authorized representatives as of the date above written.

**LESSEE:**

CAPITOL COMMUNITY TELEVISION

By: 

Salam Noor, President

Date: Nov. 10, 2022

**LESSOR:**

CITY OF SALEM

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

Keith Stahley, ICMA-CM  
Salem City Manager

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