

RESOLUTION NO. 03-310

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED SECOND AMENDMENT TO LEASE BETWEEN THE CITY AND COMCAST; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Second Amendment to Lease between the City and Comcast for property located on College Road for use for an existing communications tower is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3 day of September, 2003.

Authenticated by the presiding officer and Clerk of the Commission on September 4, 2003.

Filed with the Clerk September 4, 2003.

ATTEST:

  
CHERYL SMITH, CITY CLERK

  
JIMMY WEEKLEY, MAYOR

**SECOND AMENDMENT TO LEASE  
BETWEEN  
COMCAST OF CALIFORNIA / COLORADO / FLORIDA / OREGON, INC  
AND  
THE CITY OF KEY WEST**

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is made as of this 28 day of September, 2003 between **THE CITY OF KEY WEST** a municipal corporation organized and existing under the laws of the state of Florida ("Lessor"), and **COMCAST OF CALIFORNIA / COLORADO / FLORIDA / OREGON, INC.**, a Georgia corporation ("Lessee"), formerly known as TCI Cablevision of Georgia, Inc., successor by merger to TCI Cablevision of Florida, Inc. WITNESSETH

WHEREAS, Lessor and Lessee are parties to a Lease Agreement dated July 1, 1995, ("Lease") for the real property located at Jr. College Road (a/k/a City Dump Road), Stock Island, Florida as legally described in the attached Exhibit 1 ("Premises"); and

WHEREAS, the initial term of the Lease was due to expire on June 30, 2000;

WHEREAS, although prior to the expiration of the initial term of the Lease, the parties negotiated and drafted an Amendment to Lease (the "First Amendment"), to renew the term of the Lease, pursuant to Paragraph 1 of the Lease, for a five-year period commencing on July 1, 2000, the First Amendment was not executed by the parties;

WHEREAS, with Lessor's consent, Lessee has continued to lease the Premises as a hold-over tenant since July 1, 2000 at a total rent of \$16,000 per year; and

WHEREAS, Lessor and Lessee desire to amend the Lease, pursuant to the terms of this Second Amendment, effective as of October 1, 2003; and

NOW THEREFORE, in consideration of the mutual covenants and conditions of this Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby AMEND the Lease as follows, effective as of October 1, 2003:

1. The Term of the Lease is hereby extended by an additional Ten (10) years (the "Extension Term"), commencing October 1, 2003 and expiring September 30, 2013.

2. The rent for the Extension Term shall be increased to \$18,000.00 per year payable in equal monthly installments of \$1,500.00. Such rent shall increase annually by three percent (3%) over the prior years rent.

3. All notices or demands required or permitted to be given or served pursuant to this Lease shall be deemed to have been given or served only if in writing forwarded by certified mail, postage prepaid or by overnight courier, and addressed as follows:

Lessor:           The City of Key West  
                      PO Box 1409  
                      Key West Florida, 33301  
                      Attn: City Manager

Lessee: Comcast of California / Colorado / Florida / Oregon, Inc.  
18601 NW 2<sup>nd</sup> Avenue  
Miami, Florida, 33169

with a copy to:

Comcast Cable Communications, Inc.  
1500 Market Street  
Philadelphia, Pennsylvania 19102  
Attn: General Counsel

4. Lessor grants to Lessee two additional renewal periods for this Lease of Ten (10) years each, each commencing upon the day following the last day of the immediately preceding term. These renewal periods may be exercised for each renewal period only by written notice delivered to Lessor not later than three (3) months before the then-current term is to expire, and a resolution from the City Commission approving such renewal period. If such renewal is exercised, and approved by the City Commission, this Lease shall continue during the respective renewal period(s) upon all the terms, covenants and conditions set forth hereunder.

5. Notwithstanding anything to the contrary in the Lease, the Lessee shall not make any improvements to the Premises without the prior written approval of the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Lessor agrees that Lessee may at Lessee's expense remove an existing tower (Tower 2-161 foot) and repair an existing tower (Tower 1-160 foot) and replace the One Story Building (Building 1), each as identified on the attached Sit Plan, Exhibit 2.

7. All other terms and conditions of the Lease not amended hereby shall remain in full force and effect and are hereby ratified and confirmed. It is the intention of the parties hereto, that in the event of any conflict between the terms of this Second Amendment and the Lease, this Second Amendment shall prevail and any conflicting language, terms or provisions in the Lease shall be inoperative.

8. Notwithstanding anything to the contrary in the Lease, Lessee may use the Premises to furnish or supply its customers with services provided or franchised by Lessee from time to time during the term of the Lease as extended hereby and as it may be further renewed or extended, including, but not limited to, cable television, telecommunications, commutations, and information services provided by Lessee.

9. Paragraph 10 of the Lease is deleted.

10. Paragraph 15 of the Lease is amended by substituting "Certificates of such insurance policy or policies" for "A true copy of the insurance contract".

11. Paragraph 22 is amended to add the following at the end of the paragraph thereto:

"Lessee may sublease space on Premises or any improvement or tower constructed by Lessee on the Premises, including but not limited to any tower or building. In addition, notwithstanding anything to the contrary in the Lease, Lessee may assign the Lease to an affiliate, subsidiary or operating division of Lessee, or to any entity acquiring all or substantially all of Lessee's assets or stock, without the necessity of Landlord's consent other than any the consent of Lessor to a transfer of Lessee's franchise, if applicable, and to the extent such consent is required by law."

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Lease to be executed as of the date first written above.

WITNESSES:

Cheryl Smith  
Wanda Perez

LESSOR:

THE CITY OF KEY WEST

By:

Print Name:

Title:

Jimmy Weekley  
Jimmy Weekley  
Mayor

WITNESSES:

William  
Dani Lewis

LESSEE:

COMCAST OF CALIFORNIA /  
COLORADO / FLORIDA / OREGON, INC.

By:

Print Name:

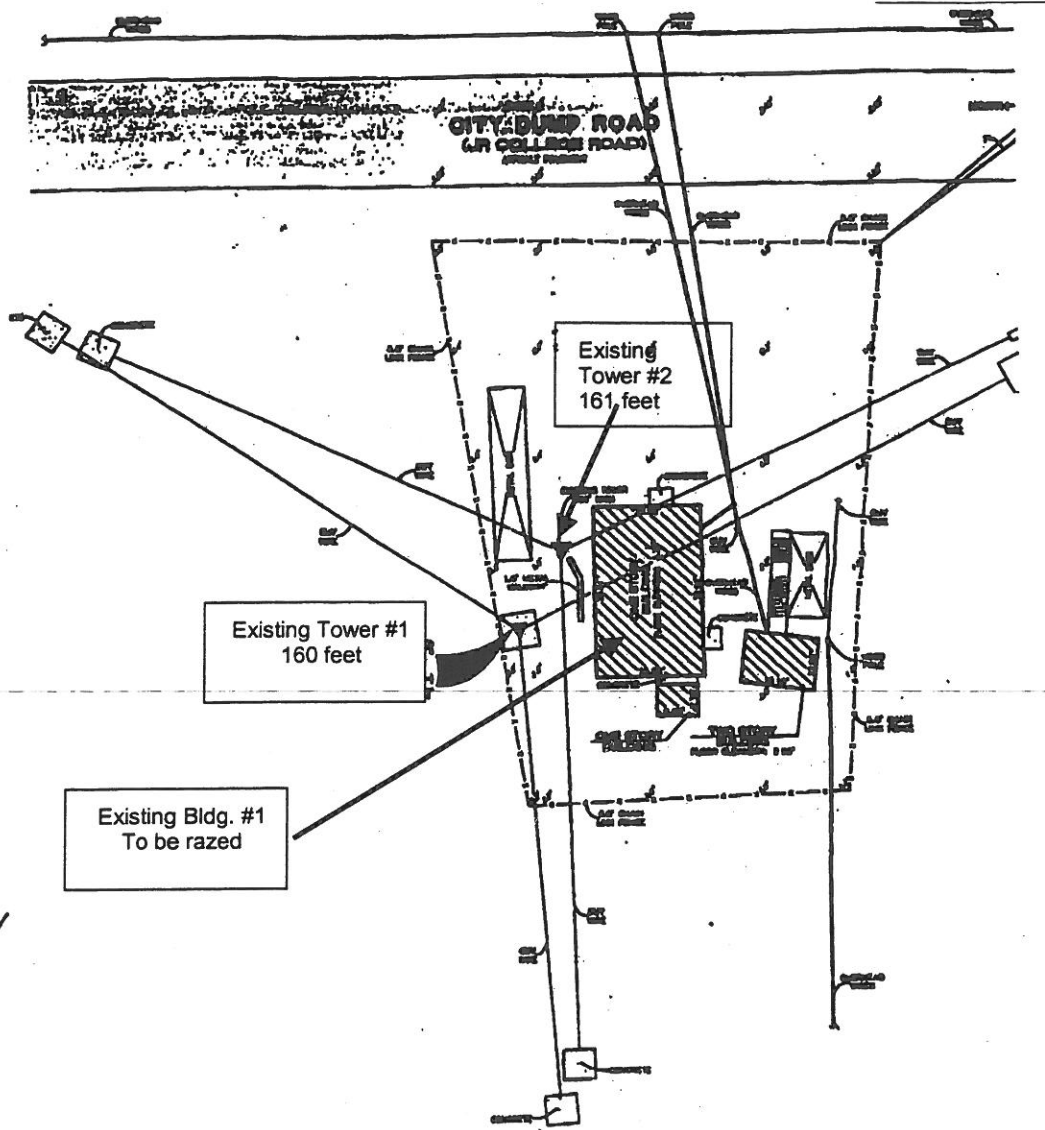
Title:

Stephen Burick  
STEPHEN BURICK  
President, Comcast

Exhibit 1  
Site Legal Description

Commencing at the Southwest corner of the American Legion Property, as described in Deed Book G71, Page 137 of the Public Records of Monroe County, Florida, said Southwest corner also to be known as the point of beginning of the tract of land hereinafter described, bear North 11 degrees and 03 minutes East for a distance of 278.25 feet to the Northwest corner of the American Legion Property; thence bear North 51 degrees and 58 minutes West for a distance of 182.83 feet to a point on the approximate centerline of the City Dump Road; thence bear South 40 degrees and 46 minutes West on the approximate centerline of the City Dump Road for a distance of 600.0 feet to a point; thence meander the north edge of the Country Club Road in an easterly direction for a distance of 492.88 feet, back to the point of beginning.

EXHIBIT 2  
Site Plan



SHIPPED MAY 20 2002



**AT&T Broadband**

Florida Market

6565 Nova Drive  
Davie, Florida 33317  
954 266-6600  
FAX 954 266-6577

May 16, 2002

Robert Tischenkel, Esq.  
City Attorney  
City of Key West  
P.O. Box 1409  
Key West, Florida 33041-1409

Re: AT&T Broadband Cable Franchise

Dear Mr. Tischenkel:

I received your letter dated April 20, 2002 in which you indicate that you believe that consent is required for the transfer of the Key West franchise from TCI Cablevision of Florida, Inc. to TCI Cablevision of Georgia, Inc., which was in response to my letter dated March 18, 2002 advising you of such transfer.

Please be advised that notwithstanding my March 18<sup>th</sup> letter, by letter dated November 10, 2000 to Mayor Jimmy Weekley (received by him on November 17, 2000), TCI Cablevision of Florida, Inc. filed a Form 394 requesting the City's consent to the transfer of the franchise to TCI Cablevision of Georgia, Inc. The transfer was made effective April 30, 2001 and the franchise was accepted in a written acceptance submitted to the City by TCI Cablevision of Georgia, Inc. on May 3, 2001. Copies of the cover documents to Form 394 and the acceptance are attached to this letter.

In regards to our request to move the office, the negotiations for the location on Stock Island failed. Through conversation with City Manager Julio Avel, AT&T Broadband has withdrawn the request to move the office.

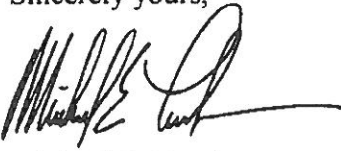
The only remaining item is our current request for the City of Key West to consent to the change of control associated with the merger of AT&T Broadband and Comcast Corporation. Through this merger, the franchise is not being transferred. The franchise will continue to be held by the same Franchisee, TCI Cablevision of Georgia, Inc., following the close of the Transaction. The Franchisee will remain in place, will continue to own the cable system, and will be fully bound by all lawful existing franchise agreement obligations following the merger. Specifically, Franchisee will continue to provide all insurance, bonding and other financial

Robert Tischenkel, Esq.  
May 16, 2002  
Page 2

requirements in accordance with the lawful provisions of the franchise. The merger will not affect those obligations, or the Franchisee's capability to meet such obligations. AT&T Comcast is only seeking to become the ultimate parent company of Franchisee.

I would respectfully request that this item be scheduled for an upcoming City Commission meeting. If you or the Commission have any questions, please do not hesitate to give me a call at (954) 266-6595.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael E. Tanck", with a long horizontal flourish extending to the right.

Michael E. Tanck  
Director of Franchising and Government Affairs

cc : Julio Avel, City Mangaer  
Commissioner Ed Scales





AT&T Broadband  
1700 N. Roosevelt Blvd.  
Unit #2  
Key West, FL 33040

November 10, 2000

Mayor Jimmy Weekley  
City of Key West  
City Hall  
525 Angela Street  
Key West, FL 33040

Re: Transfer of Cable Franchise to Another AT&T Affiliate

Dear Mayor Weekley:

As you know, TCI Cablevision of Florida, Inc., which is a subsidiary of AT&T Broadband, LLC ("AT&T"), currently holds a cable franchise with your community. As part of an internal restructuring related to the sale of other cable systems to Comcast, we need to transfer the cable franchise in your community to another subsidiary of AT&T.

We want to emphasize that although the name of the legal entity that holds your cable franchise will change as a result, the cable system and the franchise will continue to be operated as part of the AT&T family and there will be no impact on the local management and day-to-day operation of the system. Cable service installation, maintenance and repair, marketing, programming, and franchise compliance efforts will continue to be conducted by the same system personnel as before. The change will be completely transparent to subscribers.

We believe that our franchise requires that we seek your consent for a transfer of the franchise to another entity, even if that other entity is an affiliate. Therefore, we have enclosed information related to this transaction for your review, including an FCC Form 394 application. Also enclosed for your convenience is a simple form resolution that you can use to approve the change.

Thank you for your time and assistance in reviewing this request as promptly as possible. As always, please feel free to call me at (305) 294-0992, ext. 103, if you have any questions or concerns regarding this request or the materials enclosed. We look forward to our continued relationship with your community.

Sincerely yours,



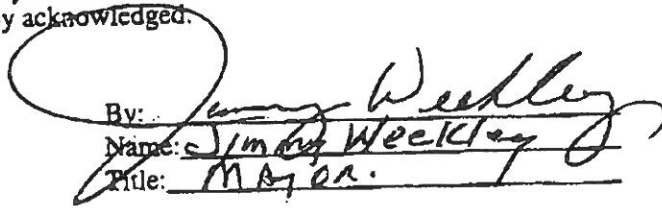
Bill Underwood  
Operations Manager

Receipt on this 17<sup>th</sup> day of Nov., 2000 of this letter and the three (3) FCC Forms 394, including attachments, is hereby acknowledged.

By:

Name:

Title:



Jimmy Weckley  
Mayor

APPLICATION FOR FRANCHISE AUTHORITY  
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL  
OF CABLE TELEVISION FRANCHISE

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE <b>November 10, 2000</b>	1. Community Unit Identification Number: <b>FL0022</b>
2. Application for: <input checked="" type="checkbox"/> Assignment of Franchise <input type="checkbox"/> Transfer of Control	
3. Franchising authority: <b>City of Key West, Florida</b>	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located: <b>City of Key West, Florida</b>	
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	<b>N/A</b>
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	<b>First Quarter of 2001</b>

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.  
**1**

PART I - TRANSFEROR/ASSIGNOR

Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first)			
<b>TCI Cablevision of Florida, Inc.</b>			
Assumed name used for doing business (if any)			
<b>AT&amp;T Broadband</b>			
Mailing street address or P.O. Box			
<b>188 Inverness Drive West, Suite 600</b>			
City <b>Englewood</b>	State <b>CO</b>	ZIP Code <b>80112</b>	Telephone No. (include area code) <b>(303) 858-3503</b>

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.  
**2**

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

Yes  No

If no, explain in an Exhibit.

Exhibit No.  
**N/A**

**PART II - TRANSFEREE/ASSIGNEE**

1. (a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first) <b>TCI Cablevision of Georgia, Inc.</b>			
Assumed name used for doing business (if any) <b>AT&amp;T Broadband</b>			
Mailing street address or P.O. Box <b>188 Inverness Drive West</b>			
City <b>Englewood</b>	State <b>CO</b>	ZIP Code <b>80112</b>	Telephone No. (include area code) <b>(303) 858-3503</b>

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first) <b>Cannon, Gregory L.</b>			
Firm or company name (if any) <b>AT&amp;T Broadband</b>			
Mailing street address or P.O. Box <b>188 Inverness Drive West, Suite 600</b>			
City <b>Englewood</b>	State <b>CO</b>	ZIP Code <b>80112</b>	Telephone No. (include area code) <b>(303) 858-3503</b>

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. <b>N/A</b>
---------------------------

(d) Indicate the address where the system's records will be maintained.

Street address <b>1700 North Roosevelt Boulevard</b>		
City <b>Key West</b>	State <b>Florida</b>	ZIP Code <b>33040</b>

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. <b>3</b>
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SECTION I. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is: **TCI CABLEVISION OF GEORGIA, INC.**

Corporation

a. Jurisdiction of incorporation: <b>Georgia</b>	d. Name and address of registered agent in jurisdiction: <b>CT Corporation System 1201 Peachtree Street, N.E. Atlanta, Georgia 30361</b>
b. Date of incorporation: <b>02/05/86</b>	
c. For profit or not-for-profit: <b>For Profit</b>	

Limited Partnership

a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:
b. Date of formation:	

General Partnership

a. Jurisdiction whose laws govern formation:	b. Date of formation:
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Individual

Other. Describe in an Exhibit.

Exhibit No  
NA

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.).
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a) <b>TCI Cablevision of Georgia, Inc. Operation of Cable Television Systems 188 Inverness Drive West Englewood, Colorado 80112</b>	<b>See attached page for list of officers and directors and corresponding information required in (b) - (f)</b>	<b>TCI Southeast, Inc. Operation of Cable Television Systems 188 Inverness Drive West Englewood, Colorado 80112</b>  <b>Voting Authority: Alfredo Di Blasio 188 Inverness Drive West Englewood, CO 80112</b>
(b) <b>Georgia Corporation</b>		<b>Delaware Corporation</b>
(c) <b>Transferee/Assignee</b>		<b>Shareholder</b>
(d) <b>N/A</b>		<b>501</b>
(e) <b>N/A</b>		<b>501</b>
(f) <b>N/A</b>		<b>100%</b>

RESOLUTION NO. 02-187

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, GRANTING CONSENT TO CHANGE THE CONTROL AND INTERNAL RESTRUCTURING OF THE CABLE FRANCHISE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the cable franchise holder ("Franchisee") in Key West, Florida ("Franchise Authority") is an indirect subsidiary of AT&T Corp. ("AT&T"), and AT&T intends to merge with Comcast Corporation ("Comcast") to create a new company to be known as AT&T Comcast Corporation ("AT&T Comcast") pursuant to the terms of an Agreement and Plan of Merger dated December 19, 2001, by and among AT&T Corp., AT&T Broadband Corp., Comcast Corporation and certain of their respective affiliates, and a Separation and Distribution Agreement dated December 19, 2001, by and between AT&T Corp. and AT&T Broadband Corp. (the "Merger"); and

WHEREAS, prior to the Merger, pursuant to an internal corporate restructuring, the cable franchise or stock of the Franchisee, or indirect ownership of the Franchisee, may be transferred through one or more internal transfers or mergers to another direct or indirect subsidiary of AT&T, or Franchisee may elect as permitted by law to convert or reorganize its legal form to a limited liability company (together with the Merger, the "Transactions"); and

WHEREAS, following the Transactions, the resulting entity will be controlled by AT&T Comcast but will continue to operate the cable system and continue to hold and be responsible for performance of the cable franchise; and

WHEREAS, Franchisee and AT&T Comcast have requested that the Franchise Authority consent to the Transactions in accordance with the requirements of the cable franchise and have filed an FCC Form 394 ("Transfer Application") with the Franchise Authority requesting such consent Transactions; and

WHEREAS, the Franchise Authority has reviewed the Transfer Application, examined the legal, financial and technical qualifications of AT&T Comcast, followed all required procedures in order to consider and act upon the Transfer Application, and considered the comments of all interested parties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That consent is hereby granted to the Transactions in accordance with the terms of the cable franchise and applicable law.

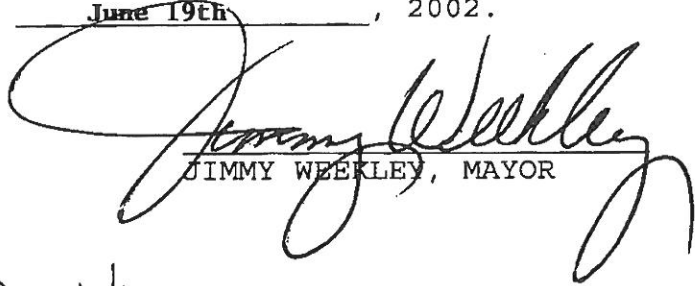
Section 2: That this Resolution shall have the force of a continuing agreement with Franchisee and AT&T Comcast, and the Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and AT&T Comcast.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 18th day of June, 2002.

Authenticated by the presiding officer and Clerk of the Commission on June 19th, 2002.

Filed with the Clerk June 19th, 2002.

  
JIMMY WEEKLEY, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK





Florida Market

AT&T Broadband  
600 N. Pine Island Road, Suite 1500  
Plantation, Florida 33324

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

May 3, 2001

The Honorable Jimmy Weekley  
Mayor – City of Key West  
525 Angela Street  
Key West, FL 33040

Dear Mayor Weekley:

The purpose of this letter is to notify you of certain transactions involving your local cable television operator, TCI Cablevision of Florida, Inc. ("TCI FL"). On April 30, 2001, pursuant to an internal restructuring plan among TCI FL and certain of its affiliates, TCI FL merged with and into one of its affiliates, TCI Cablevision of Georgia, Inc. ("TCI GA"), resulting in the transfer by operation of law of the cable television system, including the franchise by which TCI FL provided cable service to the subscribers in your community (the "Franchise"), to TCI GA (the "Merger"). Effective upon completion of the Merger, TCI GA assumed all obligations under the Franchise by operation of law. TCI FL was, and TCI GA is, wholly owned (indirectly) by AT&T Broadband, LLC.

TCI GA does hereby accept the Franchise and agrees to comply with and abide by the provisions, terms and conditions of the Franchise from and after the Merger, subject to applicable law.

Please do not hesitate to contact me on (954) 533-5102 if you have any questions.

Thank you.

Very truly yours,

TCI CABLEVISION OF GEORGIA, INC.

*Susan Bisno*  
Susan Bisno  
Executive Director  
Local Government Affairs

File Copy



THE CITY OF KEY WEST  
P. O. BOX 1409  
KEY WEST, FLORIDA 33041-1409

April 29, 2002

Mr. Michael E. Tanck  
Director, Franchising & Government Affairs  
AT & T Broadband  
6565 Nova Drive  
Davie, FL 33317

Dear Mr. Tanck:

In recent months, the City of Key West has received three letters from AT&T Broadband advising us, respectively, that AT&T Broadband intends to merge with Comcast Corporation, that TCI of Georgia, Inc. intends to replace TCI of Florida, Inc., and that AT&T Broadband wishes to locate its operations to a site outside of Key West.

All three of these requests appear to require City Commission consent. The consent to the first two requests is governed by Section 14 of the Franchise Agreement. Section 14 provides for, among other things, public hearing and public notice. Section 14.4 also provides for an Application for Consent. We have receipt of that application for the Comcast merger, but not for the TCI of Georgia substitution.

For the sake of efficiency, the City Manager would like to place all three of these items on the same City Commission agenda. Given the notice requirement of Section 14.3(c), the earliest this could occur is the City Commission meeting of May 21, 2002.

Please advise.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert Tischenkel".

Robert Tischenkel  
City Attorney

cc: Julio Avel, City Manager  
Commissioner Ed Scales