

### THIRD AMENDMENT TO LEASE

**THIS THIRD AMENDMENT TO LEASE** is made this \_\_\_\_ day of \_\_\_\_\_, 2014, but deemed effective as of October 1, 2013, by and between **THE CITY OF KEY WEST**, a municipal corporation (hereinafter referred to as "Lessor"), whose address for purposes of notice is P.O. Box 1409, Key West, FL 33041, and **COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC.**, a Georgia corporation, formerly known as TCI Cablevision of Georgia, Inc., successor by merger to TCI Cablevision of Florida, Inc. (hereinafter referred to as "Lessee"), whose address for purposes of notice is 789 International Parkway, Sunrise, FL 33325 (with a copy to Comcast Cable Communications, LLC One Comcast Center, 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103-2838, Attention: General Counsel).

#### WITNESSETH:

**WHEREAS**, Lessor and TCI Cablevision of Florida, Inc., the original lessee, entered into that certain Lease Agreement (hereinafter referred to as "Lease Agreement") on the 1<sup>st</sup> day of July, 1995, as amended on the 28<sup>th</sup> day of September, 2003, by a document mistakenly styled as the "Second Amendment to Lease" (hereinafter referred to as "Second Amendment"); and

**WHEREAS**, initial term of the Lease Agreement as modified by the Second Amendment expired on the 30<sup>th</sup> day of September, 2013, and Tenant has been a holdover tenant since October 1, 2013; and

**WHEREAS**, the Lease Agreement as modified by the Second Amendment provides for two renewal periods of ten years each, subject to certain conditions; and

**WHEREAS**, the parties desire to renew the Lease Agreement for a period of 10 years as well as amend certain provisions of the Lease Agreement; and

**WHEREAS**, this document is styled "Third Amendment to Lease" to avoid confusion as regards the style of the Second Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The foregoing recitations of fact are true and correct and incorporated herein by this reference.
2. Paragraph 1 of the Lease Agreement and paragraph 1 of the Second Amendment are supplemented with the following:

“The term of this Lease Agreement is hereby extended from October 1, 2013 through and including September 30, 2023 (the ‘Extension Term’).”

3. Paragraph 4 of the Second Amendment, is supplemented with the following:

“The Lessee shall have the option to renew the Lease Agreement for an additional term of 10 years, commencing on October 1, 2023, and ending on September 30, 2033 (the “Renewal Term”) upon written consent of the Lessor, which consent shall not be unreasonably withheld. Absent such written consent of the Lessor, this Lease Agreement shall expire on September 30, 2023, and Lessee shall have no further rights hereunder.”

4. Paragraph 2 of the Lease Agreement and paragraph 2 of the Second Amendment are supplemented with the following:

“During the Extension Term, Lessee shall pay Lessor rent in the amount of \$30,000 per year payable in equal monthly installment of \$2,500.00 each. Such rent shall increase annually by three percent (3%) over the prior year’s rent. In the event the Lessee exercises its option to renew as provided in paragraph 3 of the Third Amendment to Lease, the rent for the first year of the Renewal Term shall be three percent (3%) greater than the rent for the last year of the Extension Term of described in paragraph 2 of the Third Amendment to Lease, and the rent shall increase annually by three percent (3%) thereafter.”

5. Paragraph 22 of the Lease Agreement and paragraph 11 of the Second Amendment are deleted in their entirety and replaced with the following:

“Except as provided for herein, this Lease Agreement is not transferable or assignable and may not be hypothecated nor sublet without the prior written consent of the Lessor, which consent may be withheld and shall be at the sole discretion of the Lessor. Provided, however, Lessee may assign this Lease Agreement to an affiliate, subsidiary or operating division of the Lessee, or to any entity acquiring all or substantially all of Lessee’s assets or stock, without the necessity of Lessor’s consent other than the consent of Lessor to a transfer of Lessee’s franchise.”

6. This Third Amendment may be executed in counterparts. Except as expressly modified by this Third Amendment, all terms and conditions of the Lease Agreement, as modified by the Second Amendment, remain in full force and effect, and binding upon the parties in accordance with its terms. In the event of any conflict between the terms of the Lease Agreement and the terms of this Third Amendment, the terms of this Third Amendment shall control. Lessee further represents and warrants that to its knowledge as of the date hereof it is not in default of any of the conditions or covenants of the Lease Agreement.

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

[SIGNATURE PAGES FOLLOW]

**ATTEST:**

By: \_\_\_\_\_  
Cheryl Smith, City Clerk

**THE CITY OF KEY WEST, a Municipal Corporation**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF FLORIDA )

COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_, of The City of Key West, a municipal corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

WITNESSES:

[Signature]  
Signature of Witness  
Derek S. Cooper  
Printed Name of Witness

[Signature]  
Signature of Witness  
Jay Meister  
Printed Name of Witness

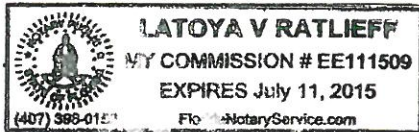
**COMCAST OF CALIFORNIA/  
COLORADO/FLOIDA/OREGON,  
INC.,** a Georgia corporation

By: [Signature]  
Name: Amy Smith  
Title: Regional Senior VP

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2014, by Amy Smith, as RSVP of Comcast of California/Colorado/Florida/Oregon, Inc., a Georgia corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
Notary Public, State of Florida  
Print Name: Latoya Ratlieff

My Commission Expires: 7/11/15