



February 24, 2014

Larry R. Erskine, Esq.
Chief Assistant City Attorney
City of Key West
P.O. Box 1409
Key West, FL 33041

CITY OF KEY WEST

FEB 28 2014

CITY ATTORNEY

RE: Comcast/City of Key West Third Amendment to Lease and Final PEG Payment

Dear Larry:

As you know, Comcast and the City of Key West (the "City") have been engaged in ongoing discussions regarding extending Comcast's existing Lease Agreement with the City for its plant located on Stock Island, as well as, the City's demand for the final PEG payment of \$65,000 pursuant to Section 17(d) (2) (iii) of the now expired Franchise Agreement between Comcast and the City of Key West effectuated August 3, 2005 ("Franchise Agreement"). I truly appreciate your and the City's diligence and professionalism in reaching a simultaneous agreement to both of these items. Accordingly, this letter provides the agreed upon and subsequent actions necessary by the City and Comcast to effectuate the terms of agreement for these items.

First, Comcast and the City agree that Comcast shall make a payment to the City in the amount of Sixty-Five Thousand dollars (\$65,000) pursuant to the Franchise Agreement, which shall be held in escrow and predicated upon the City Commission's approval and execution of the enclosed Third Amendment to Lease. Thus, enclosed please find Check No. 209850422 from Comcast made payable to the City in the amount of Sixty-Five Thousand Dollars (\$65,000) pursuant to the Franchise Agreement that shall be held in escrow by the City Attorney until such time that the City Commission approves and executes the Third Amendment To Lease enclosed herein.

Second, the City Attorney and/or its staff shall favorably present and recommend to the City Commission for approval and execution the enclosed Third Amendment to Lease. Upon final approval by the City Commission and the City's execution of the enclosed Third Amendment to Lease, the City is fully authorized to remove from escrow and deposit the enclosed check, including any other rental payments it has held until the execution of the Third Amendment to Lease.

Finally, the City shall provide an original fully executed copy of the Third Amendment to Lease to Comcast for its records. Notably, if you agree with actions and agreement set herein, please execute below and return a copy to me. However, should any of the agreed upon actions sets forth above not comport with the City's agreement and understanding, please return the enclosed check and contact me immediately to discuss these items further.



Thank you again for your assistance and dedication to reaching an amicable agreement to these items. Please do not hesitate to call or email me with any questions or to discuss these matters further.

Very truly yours,

A handwritten signature in blue ink that reads "Derek Cooper".

Derek Cooper
Vice President, Government & Regulatory Affairs

Accepted and Agreed:

Larry R. Erskine, Esq.
Chief Assistant City Attorney
City of Key West

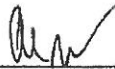
SECRETARY'S CERTIFICATE

I, Arthur R. Block, Secretary of Comcast of California/Colorado/Florida/Oregon, Inc., a Georgia corporation (the "Company"), do hereby certify as follows:

Amy Smith is a duly elected and appointed officer of the Company, holding the title of Regional Senior Vice President; and

Amy Smith is authorized to execute any and all documents on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this 26th day of February, 2014.



Arthur R. Block, Secretary