

SECOND ADDENDUM TO GROUND LEASE AGREEMENT

DATED AUGUST 29, 1991

THIS SECOND ADDENDUM TO LEASE entered into this 15th day of November, ²⁰¹³~~2012~~, but effective as of September 1, 2012, by and among **THE CITY OF LEWES**, a municipal corporation of the State of Delaware, (“Lessor”), the **CITY OF LEWES BOARD OF PUBLIC WORKS**, a governmental entity of the State of Delaware, and **COMCAST OF DELMARVA, LLC**, a limited liability company of the State of Delaware (“Lessee”), f/k/a Comcast of Delmarva, Inc., f/k/a Comcast Cablevision of Delmarva, Inc., f/k/a Storer Cable Communications of Delmarva, Inc., successor-by-merger to General Television of Delaware, Inc.

WHEREAS, Lessee is tenant and Lessor is landlord under a certain Lease originally between **THE CITY OF LEWES** and **GENERAL TELEVISION OF DELAWARE, INC.**, dated August 29, 1991 (the “Original Lease”) as amended by the First Addendum dated May 9, 2011 (as amended, the “Lease”), respecting certain real property located on 16612 Kings Hwy, Lewes, DE as more fully described in Section One of the Lease; and

WHEREAS, the Term of the Lease is currently on a month to month basis and both parties wish to extend the Term from September 1, 2012 through August 31, 2017, establish new rental rates and provide for future renewal and termination options.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby AMEND the Lease as follows:

1. The term of the Lease is hereby extended from September 1, 2012 through and including August 31, 2017 (the “First Extension Term”).

2. Rent for the **First Extension Term** will be as follows:

| | |
|------------------|-----------------|
| 9/1/12 – 8/31/13 | \$ 600.00/month |
| 9/1/13 – 8/31/14 | \$ 615.00/month |
| 9/1/14 – 8/31/15 | \$ 630.00/month |
| 9/1/15 – 8/31/16 | \$ 646.00/month |
| 9/1/16 – 8/31/17 | \$ 662.00/month |

3. Lessee and Lessor each shall have the right to terminate this Lease with nine (9) months prior written notice to the other party. Except as stated in section six (6) of the Original Lease, Lessee shall have no further liability on account of such termination under this Paragraph.

4. Lessee shall have the option to extend the Term of this Lease for two (2) additional terms of five (5) years each (the “Second and Third Extended Terms”). Lessee shall give Lessor written notice of exercise of its option to extend this Lease at least six (6) months prior to the expiration of the then current Term of this Lease. The Second and Third Extended Terms shall be upon the same terms, conditions and provisions contained in this Lease, except the rent, which will be as follow:

Second Extension term:

| | |
|------------------|-----------------|
| 9/1/17 – 8/31/18 | \$ 679.00/month |
| 9/1/18 – 8/31/19 | \$ 696.00/month |
| 9/1/19 – 8/31/20 | \$ 713.00/month |
| 9/1/20 – 8/31/21 | \$ 731.00/month |
| 9/1/21 – 8/31/22 | \$ 749.00/month |

Third Extension term:

| | |
|------------------|-----------------|
| 9/1/22 – 8/31/23 | \$ 768.00/month |
| 9/1/23 – 8/31/24 | \$ 787.00/month |
| 9/1/24 – 8/31/25 | \$ 807.00/month |
| 9/1/25 – 8/31/26 | \$ 827.00/month |
| 9/1/26 – 8/31/27 | \$ 848.00/month |

5. By executing this Second Addendum, Lessor assigns to the City of Lewes Board of Public Works all of its rights and responsibilities under the August 29, 1991 Agreement of Lease between The City of Lewes and General Television of Delaware, Inc., the First Addendum to Ground Lease Agreement dated August 29, 1991 executed on May 9, 2011 and this Second Addendum to Ground Lease Agreement dated August 29, 1991.
6. By executing this Second Addendum, the City of Lewes Board of Public Works accepts the assignment of all rights and responsibilities under the August 29, 1991 Agreement of Lease between the City of Lewes and General Television of Delaware, Inc., the First Addendum to Ground Lease Agreement dated August 29, 1991 executed on May 9, 2011, and this Second Addendum to Ground Lease Agreement dated August 29, 1991 from Lessor, and all signatories acknowledge that rents under this agreement will be remitted to the City of Lewes Board of Public Works.
7. All notices under the Lease, in order to be effective, must be in writing, and shall be given either by certified mail, return receipt requested, or by nationally recognized overnight courier service, addresses as follows:

To Lessee: Comcast of Delmarva, LLC
8098 Sandpiper Circle
Baltimore, MD 21236
Attn: Lease Administrator

With a copy to: Comcast Cable Communications, LLC
One Comcast Center
1701 John F. Kennedy Blvd
Philadelphia, PA 19103-2838
Attn: General Counsel

To Lessor: City of Lewes
Attn: Mayor
107 Franklin Avenue
Lewes, DE 19958

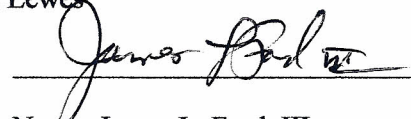
With a copy to: The Board of Public Works of the City of Lewes
Attn: General Manager
107 Franklin Avenue
Lewes, DE 19958

8. Paragraph 2 of the First Addendum executed May 9, 2011 is hereby deleted and deemed null and void.
9. All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and City of Lewes Board of Public Works and Lessee have caused this Second Addendum to Ground Lease Agreement dated August 29, 1991 to be duly executed effective as of September 1, 2012.

City of Lewes

By: _____



Name: James L. Ford, III

Title: Mayor

Comcast of Delmarva, LLC

By: _____

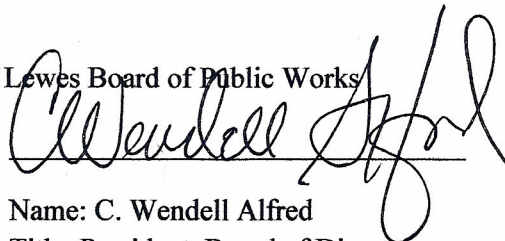


Name: Russell Carter

Title: VP - Finance + Accounting

City of Lewes Board of Public Works

By: _____



Name: C. Wendell Alfred

Title: President, Board of Directors