

RENEWAL OPTION NOTICE

March 8, 2024

Via Federal Express and Email

The Town of Marbletown 1915 Lucas Avenue Cottekill, NY 12419 Attn: Richard Parete

Email: supervisor@marbletown.net

The Town of Rosendale 1915 Lucas Avenue Cottekill, NY 12419 Attn: Jeanne L. Walsh

Ground Lease Agreement dated September 25, 2008 between The Town Boards of the Town of Marbletown and the Town of Rosendale, New York, as Commissioners of the High Falls Water District, New York ("Landlord") and Spectrum Northeast, LLC, a Delaware limited liability company ("Tenant"), successor-in-interest to Time Warner Cable Enterprises LLC, successor-in-interest to Time Warner NY Cable LLC, successor-in-interest to Time Warner NY Cable Inc., as amended by First Amendment to Ground Lease Agreement dated February 3, 2021 (the "First Amendment") (collectively, the "Lease") for the premises located at 176 Mohonk Road, City of High Falls, Ulster County, State of New York.

(Charter File ID: NY6115)

Dear Mr. Perete and Ms. Walsh:

This letter is to notify Landlord that, pursuant to <u>Section 2.2</u> of the First Amendment, Tenant is hereby exercising its option to renew the Term of the Lease for five (5) years, from January 1, 2025 through, and including, December 31, 2029 (the "**Second Renewal Term**").

The Second Renewal Term will be on the same terms and conditions existing as of the expiration of the then-current Term, except that pursuant to $\underline{\text{Section 2.2}}$ of the First Amendment, the Annual Rent will be payable as follows:



Second Renewal Term	Annual Rent
1/1/2025 - 12/31/2025	\$27,568.46
1/1/2026 - 12/31/2026	\$28,119.83
1/1/2027 - 12/31/2027	\$28,682.23
1/1/2028 - 12/31/2028	\$29,255.87
1/1/2029 - 12/31/2029	\$29,840.99

Further, Landlord and Tenant hereby agree that, notwithstanding anything in the Lease to the contrary, Tenant will have the option to renew the Term of the Lease for an additional term of five (5) years, from January 1, 2030 through, and including, December 31, 2034 (the "**Third Renewal Term**"). The Third Renewal Term, if applicable, will be on the same terms and conditions as the Lease, except that the Annual Rent will be payable as follows:

Third Renewal Term	Annual Rent
1/1/2030 - 12/31/2030	\$30,437.81
1/1/2031 - 12/31/2031	\$31,046.57
1/1/2032-12/31/2032	\$31,667.50
1/1/2033 - 12/31/2033	\$32,300.85
1/1/2034 - 12/31/2034	\$32,946.86

In order to exercise any such option to renew the term of the Lease, Tenant must provide to Landlord written notice of such exercise ("**Tenant's Renewal Notice**") on or before September 2, 2029.

Please note that for the purpose of any notice or other communication under the Lease, Tenant's address is amended as follows:

To Tenant: Spectrum Northeast, LLC

c/o Charter Communications

6360 S. Fiddlers Green Circle, Suite 1100 Greenwood Village, Colorado 80111-4951

Attn: Charter Real Estate

(with a copy to the same address: Suite 200, Attn: VP, Counsel – Real

Estate)

File ID No.: NY6115

With a copy by email to: leaseadmin@charter.com

Please contact Tawny Waller at 720-482-4349 or <u>tanwy.e.waller@charter.com</u> if you have any questions regarding this matter.



LANDLORD:

The Town Board of the Town of Marbletown and the Town of Rosendale,
Commissioners of High Falls Water District

ву:	
Title: _	
By:	
Name:	
_	

TENANT:

Spectrum Northeast, LLC
By: Charter Communications, Inc.,
its Manager

By:	
Name:	
Title:	