

SECOND AMENDMENT TO THE HEADEND LEASE AGREEMENT BETWEEN THE TOWN OF LYONS, COLORADO AND LYONS COMMUNICATIONS, LLC

This Second Amendment to the Headend Lease Agreement is made and entered into as of the **20th day of March, 2017**, and amends the Headend Lease Agreement by and between the Town of Lyons, Colorado, a statutory municipality, and Lyons Communications, LLC, a Colorado limited liability corporation, as amended by the First Amendment to the Headend Lease Agreement.

WHEREAS, by Resolution 2011-42, and pursuant to the request of CAMS Cable and Media Services, LLC, the Town of Lyons ("Town") consented to the assignment of a permit to erect, own, operate and maintain a community antenna television system in Lyons, Colorado (the "Permit"), Franchise Agreement, and Headend Lease to Lyons Communications, LLC, a Colorado limited liability company ("Lyons Communications") and approved a Cable Television Franchise Agreement and Headend Lease Agreement with Lyons Communications; and

WHEREAS, pursuant to Resolution 2016-116, the Town of Lyons Board of Trustees approved a First Amendment to the Cable Television Franchise Agreement with Lyons Communications, LLC, a Colorado limited liability company, and a First Amendment to the Headend Lease Agreement (collectively, the "Agreements"), which extended the duration of the Agreements through and including March 31, 2017; and

WHEREAS, Lyons Communications has recently requested that the Town extend the duration of the Agreements so that they will run through and including June 30, 2017, on the condition that under such extension, Lyons Communications will continue services and operations in accordance with the terms of the existing agreements; and

WHEREAS, the Town Board of Trustees is agreeable to further extending the existing term of the Headend Lease Agreement through and including June 30, 2017 and has approved such extension pursuant to Resolution 2017-38.

NOW, THEREFORE, the Headend Lease Agreement is hereby amended by the following:

1. Section 2 of the Headend Lease Agreement – Term is hereby amended to read as follows:
 2. TERM: The term of this AGREEMENT shall commence on the Effective Date of the Cable Television Franchise Agreement entered into between the TOWN and the LESSEE (the "Franchise Agreement"), and shall run concurrent with the term of the Franchise Agreement (being through and including June 30, 2017). This AGREEMENT is specifically subject to the Franchise Agreement and the default provisions contained therein.
2. Except as specifically modified hereby, the Headend Lease Agreement shall remain in full force and effect.
3. Neither party waives any right which it enjoys under law as a result of agreeing to this Headend Lease Agreement extension.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Headend Lease Agreement as of the day and year first written above.

LESSOR:

Town of Lyons, a municipal
Corporation of the State of Colorado
P.O. Box 49
Lyons, CO 80540

By: _____
Connie Sullivan, Mayor

Date executed: _____

ATTEST:

Deb Anthony, Town Clerk

LESSEE:

Lyons Communications, LLC, a
Colorado Limited Liability Company
P.O. Box 1403
Lyons, CO 80540

By: _____
Robert Jones, Manager

Date executed: _____

APPROVED AS TO FORM:

Town Attorney