

AMENDMENT

TO

CABLE FRANCHISE AGREEMENT

BETWEEN COMMISSIONERS OF ST. MARY'S COUNTY AND

GANS COMMUNICATIONS, L.P. D/B/A METROCAST COMMUNICATIONS

WHEREAS, §1-708 of the *Local Government* Article of the *Annotated Code of Maryland* provides authority to the Commissioners of St. Mary's County (the "County") to grant a franchise for the provision of cable television service in the County;

WHEREAS, subject to the terms and conditions of the Cable Systems and Open Video Systems Ordinance, No. 03-02, dated February 8, 2003 (the "Ordinance"), the County and Gans Communications, L.P. d/b/a MetroCast Communications ("Franchisee") entered into a Cable Franchise Agreement to operate a cable television system in the County on February 18, 2003 (the "Franchise Agreement" or the "Franchise");

WHEREAS, the County and Franchisee desire to extend the Term of the Franchise Agreement and amend certain other terms of such Franchise Agreement as set forth in this Amendment to the Cable Franchise Agreement (the "Amendment"); and

NOW THEREFORE, after due and full consideration, the County and Franchisee agree that the Franchise Agreement is hereby amended as follows:

1. Term. The Franchise and the Franchise Agreement shall be extended for a renewal term of ten (10) years. The new expiration date of the Franchise and the Franchise Agreement shall be February 17, 2028.
2. Courtesy Cable Modem Service. For so long as Franchisee provides residential Internet services throughout the County, Franchisee shall for the remainder of the Term of the Franchise (i) provide one courtesy MetroCast Small Business (with current speeds up to 8 Mbps x 512 Kbps) or equivalent cable modem service to each of the six (6) convenience centers listed on Exhibit A attached hereto following receipt of the County's payment of the corresponding construction costs required to extend Franchisee's coaxial cable facilities to each such location, and Franchisee's completion of such construction and installation and (ii) upgrade the current courtesy internet package to such Small Business level for the I-net locations listed on Exhibit B attached hereto. Service to each such location shall include one drop, one modem and monthly service at the Small Business service tier.
3. PEG Channels.

- a. Upon request at any time prior to December 31, 2017 and at no cost to the County, Franchisee shall relocate the origination point for the existing Channel 98 from the County's Higher Education Center to the County's Government Center.
 - b. Upon receipt of a written request from the County, Franchisee shall provide a capital grant of up to \$15,000 to allow the County to purchase upgrade video and audio equipment needed for Channel 95.
4. Defined Terms. Terms used but not defined in this Amendment shall have the meaning assigned to such terms in the Franchise Agreement.
5. No Further Modifications. Except to the extent expressly modified by the terms of this Amendment, the Franchise Agreement shall remain in full force and effect through the extension of the Term provided for in this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Cable Franchise Agreement to be executed by their duly authorized representatives.

Commissioners for St. Mary's County

By: _____
James R. Guy
Commissioner President
Date: _____

Gans Communications, L.P. d/b/a MetroCast Communications

By: _____
Name: Danny Jobe
Title: Vice President of System Operations
Date: _____

Approved as to Form and Legal Sufficiency:

George R. Sparling

George R. Sparling, County Attorney