

**Amendment to the Cable Television Franchise Renewal Agreement
Between the Town of Bedford, NH
and
Comcast of Maine/New Hampshire, Inc.**

At the Franchising Authorities request, the parties hereby agree to amend Section 2.2 of the franchise agreement which reads as follows;

Section 2.2---TERM OF RENEWAL FRANCHISE

The term of this Renewal Franchise shall be a ten (10) year term, commencing on December 2, 2003 and expiring at midnight on December 1, 2013, unless sooner terminated as provided herein or surrendered.

To read as:

Section 2.2---TERM OF RENEWAL FRANCHISE

The term of this Renewal Franchise shall be a fifteen (15) year term, commencing on December 2, 2003 and expiring at midnight on December 1, 2018 unless sooner terminated as provided herein or surrendered.

At the Franchising Authorities request, the parties hereby agree to amend Section 7.3 and 7.4 of the franchise agreement which reads as follows;

Section 7.3---PEG ACCESS EQUIPMENT/CAPITAL FUNDING

- (a) The Franchisee shall provide funding to the Franchising Authority and/or the Access Provider, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to be used to purchase and/or lease PEG Access equipment and related facilities, payable to the Franchising Authority as follows:
- (i) One Hundred Thirty Thousand Dollars (\$130,000.00) on or before January 31, 2004;
 - (ii) Fifty Thousand Dollars (\$50,000.00) on or before January 31, 2007;
 - (iii) Twenty Thousand Dollars (\$20,000.00) on or before January 31, 2009;
 - (iv) Twenty Thousand Dollars (\$20,000.00) on or before January 31, 2011; and
 - (v) Thirty Thousand Dollars (\$30,000.00) on or before January 31, 2013.
- (b) In no case shall said \$250,000.00 PEG Access equipment payment, pursuant to paragraph (a) above, be counted against any Franchise Fee payment(s), required by Section 8.1 infra, and/or any other fees or payments required by applicable law.
- (c) The payments in paragraph (a) shall be made directly to the Town and/or the Access Provider, as directed by the Franchising Authority.

- (d) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the Town and/or the Access Provider, as directed by the Franchising Authority, at the annual rate of two percent (2%) above the Prime Rate.

Section 7.4--PEG ACCESS CHANNELS

- (a) The Franchisee shall make available two (2) Downstream Channels for Bedford PEG Access use, as follows:
- (i) One (1) Downstream Channel for PEG Access Programming on the Execution Date, to be programmed by the Access Provider; and
 - (ii) One (1) Downstream Channel for PEG Access Programming by February 1, 2004, to be programmed by the Access Provider and/or the Bedford Public Schools.
- (b) On or at any time after the third anniversary of the Execution Date of this Renewal Franchise, the Franchising Authority and/or the Access Provider shall have the right to use of a third PEG Access Channel. In order to obtain said third PEG Access Channel, the Franchising Authority shall write to the Franchisee, stating that the two (2) existing PEG Access Channels are being programmed with non-duplicated, locally-produced, non-character generated programming during available cablecast hours for the previous three (3) months and that there is a need for a third PEG Access Channel in order to provide additional programming for the benefit of Bedford Subscribers during available cablecast hours and shall provide documentation to verify such programming. In its letter to the Franchisee, the Franchising Authority shall state, in good faith, that such a third PEG Access Channel (i) will be substantially programmed with non-duplicated, locally produced, non-character generated programming; and (ii) is necessary to accomplish the stated PEG Access Programming goals of the Town and/or the Access Provider. Such a third PEG Access Channel will not be used simply to repeat PEG Access Programming that is already carried on the other two (2) PEG Access Channels, but will be used to carry substantially new locally-produced PEG Access Programming. The Franchising Authority agrees that such a third PEG Access Channel shall not be utilized solely to carry character-generated messages; provided, however, that the Town and/or the Access Provider may use said third PEG Access Channel to carry character-generated messages along with other new locally-produced PEG Access Programming.
- (i) At such time as the Franchising Authority requests such third PEG Access Channel, at the request of the Franchisee, the Franchising Authority and the Franchisee agree to meet in order to discuss said request.
 - (ii) For purposes of this Section 7.4(b), "available cablecast hours" shall mean the hours of 8:00 AM to 10:00 PM.
 - (iii) Provided that the Franchising Authority gives the Franchisee three (3) months written notice, the Franchisee shall make such third PEG channel available to the Franchising Authority or the Access Provider, within three (3) months of said notice. If channel

space is not available, then the parties shall meet to discuss a reasonable timetable for making such third PEG Access Channel available to the Franchising Authority or the Access Provider, said timetable not to exceed one (1) year from the date of such written notice from the Franchising Authority.

- (c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the Access Provider and/or PEG Access Users, and shall be subject to the control and management of the Access Provider. Charges to Subscribers, if any, shall be subject to applicable law(s) and regulation(s).
- (d) The Access Provider may utilize Upstream Channels, as described in Section 7.6 *infra*, in order to transmit PEG Access Programming to Subscribers.
- (e) The Franchisee shall not move or otherwise relocate said PEG Access Channel locations once established without the advance, written notice to the Franchising Authority and the Access Provider.
- (f) In the event that the Franchisee does relocate a PEG Access Channel, the Franchisee shall provide assistance to the Town and/or the Access Provider for its documented costs resulting from said relocation, such as new stationary, new logos, etc., up to a total of One Thousand Dollars (\$1,000.00) for any such relocation. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations
- (g) The Franchisee shall maintain and monitor the PEG Access Channels, and shall monitor the PEG Access Channel(s) for technical Signal quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels pursuant to FCC technical standards. The Town and/or the Access Provider shall be responsible for the picture quality of all PEG Access Programming.

To read in its entirety as:

Section 7.3---PEG ACCESS EQUIPMENT/CAPITAL FUNDING

- (a) The Franchisee shall provide funding to the Franchising Authority and/or the Access Provider, in the amount of Three Hundred Seventy Five Thousand Dollars (\$375,000.00) to be used to purchase and/or lease PEG Access equipment and related facilities, payable to the Franchising Authority as follows:
 - (i) One Hundred Thirty Thousand Dollars (\$130,000.00) on or before January 31, 2004;
 - (ii) Fifty Thousand Dollars (\$50,000.00) on or before January 31, 2007;
 - (iii) Twenty Thousand Dollars (\$20,000.00) on or before January 31, 2009;
 - (iv) Twenty Thousand Dollars (\$20,000.00) on or before January 31, 2011; and
 - (v) Thirty Thousand Dollars (\$30,000.00) on or before January 31, 2013.
 - (vi) Twenty Five Thousand Dollars (\$25,000.00) on or before January 31, 2014
 - (vii) Twenty Five Thousand Dollars (\$25,000.00) on or before January 31, 2015

- (viii) Twenty Five Thousand Dollars (\$25,000.00) on or before January 31, 2016
 - (ix) Twenty Five Thousand Dollars (\$25,000.00) on or before January 31, 2017
 - (x) Twenty Five Thousand Dollars (\$25,000.00) on or before January 31, 2018
- (b) In no case shall said \$375,000.00 PEG Access equipment payment(s), pursuant to paragraph (a) above, be counted against any Franchise Fee payment(s), required by Section 8.1 infra, and/or any other fees or payments required by applicable law.
 - (c) The payments in paragraph (a) shall be made directly to the Town and/or the Access Provider, as directed by the Franchising Authority.
 - (d) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the Town and/or the Access Provider, as directed by the Franchising Authority, at the annual rate of two percent (2%) above the Prime Rate.

Section 7.4---PEG ACCESS CHANNELS

- (a) The Franchisee shall make available three (3) Downstream Channels for Bedford PEG Access use, as follows:
 - (i) One (1) Downstream Channel for PEG Access Programming on the Execution Date, to be programmed by the Access Provider
 - (ii) One (1) Downstream Channel for PEG Access Programming by February 1, 2004, to be programmed by the Access Provider.
 - (iii) One (1) Downstream Channel for PEG Access Programming 90 days after Execution Date, to be programmed by the Access Provider.
- (b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the Access Provider and/or PEG Access Users, and shall be subject to the control and management of the Access Provider. Charges to Subscribers, if any, shall be subject to applicable law(s) and regulation(s).
- (c) The Access Provider may utilize Upstream Channels, as described in Section 7.6 infra, in order to transmit PEG Access Programming to Subscribers.
- (d) The Franchisee shall not move or otherwise relocate said PEG Access Channel locations once established without the advance, written notice to the Franchising Authority and the Access Provider.
- (e) In the event that the Franchisee does relocate a PEG Access Channel, the Franchisee shall provide assistance to the Town and/or the Access Provider for its documented costs resulting from said relocation, such as new stationary, new logos, etc., up to a total of One Thousand Dollars (\$1,000.00) for any such relocation. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations

The Franchisee shall maintain and monitor the PEG Access Channels, and shall monitor the PEG Access Channel(s) for technical Signal quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels pursuant to FCC technical standards. The Town and/or the Access Provider shall be responsible for the picture quality of all PEG Access Programming.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Cable Television Franchise Renewal to be executed by their duly authorized representative this 2 day of MARCH, 2011.

The Town of Bedford, New Hampshire

[Handwritten signatures on five lines]

Accepted By:

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

Kevin M. Casey
President
North Central Division

Town Council approved: February 9, 2011
Town Council ratified: February 23, 2011