

AMENDMENT

TO

CABLE FRANCHISE AGREEMENT

BETWEEN ST. MARY'S COUNTY, MARYLAND 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 of 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 for the 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 of service 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. The current courtesy Internet package at each of the I-Net locations listed on Exhibit C attached hereto shall remain at Franchisee's municipal level of service. Service to each such location shall include one drop, one modem and monthly service at the

municipal service tier. Franchisee's obligations to provide courtesy Internet service pursuant to the Franchise and the Franchise Agreement shall be solely as described in this paragraph 2 and as set forth on Exhibits A, B and C.

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.
- c. The County may elect to provide some or all of the programming on the Access Channels in a high definition format; provided that the County shall (x) be responsible for the associated production costs, (y) deliver all programming to MetroCast utilizing a GigE format and (z) utilize a Franchisee-approved MPEG encoder to encode all programming for the Access Channels before it is delivered to Franchisee. In such event, Franchisee shall distribute such Access Channels in a manner that preserves the high definition format of any such programming, using any applicable compression or other technologies at no lower level of quality than it applies to other channels on its System.

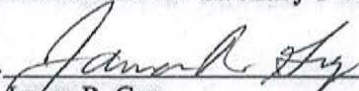
4. Line Extension Considerations. The County shall have the right to request that Franchisee consider extending its Cable System to potential subscribers under circumstances where the density requirements of Section 4(b)(1) of the Franchise Agreement are not currently met if the County agrees that it will pay the cost of construction, including cost of material, labor, pole make-ready and easements, to extend the Cable System through the use of a credit against Franchise Fees owed to the County by Franchisee for the applicable calendar year if Franchisee determines to make such extension.

5. Defined Terms. Terms used but not defined in this Amendment shall have the meaning assigned to such terms in the Franchise Agreement.

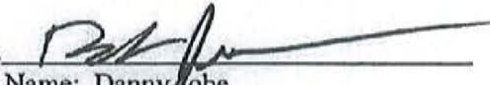
6. No Further Modifications. Except to the extent expressly modified by the terms of this Amendment, the Franchise Agreement shall remain in full force and effect through the extension of the Term provided for in this Amendment.

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: 4/18/17

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:

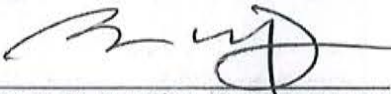

George R. Sparling, County Attorney

Exhibit A
Convenience Centers

<u>Convenience Center</u>	<u>Construction Costs</u>
Ridge Convenience Center	\$10,334
Clements Convenience Center	\$390
Valley Lee Convenience Center	\$4,449
Oakville Convenience Center	\$4,386
St. Andrew's Convenience Center	\$5,343
Charlotte Hall Convenience Center	\$5,392

Exhibit B
I-Net Cable Modem Service Upgrade Locations
Small Business Package

I-Net Site Locations:

St. Clements Island Museum
38370 Point Breeze Road
Colton's Point, Maryland 20626

Piney Point Lighthouse
Museum & Historic Park
44720 Lighthouse Road
Piney Point, Maryland 20674

St. Mary's Gymnastics Center
21770-A FDR Boulevard
Lexington Park, Maryland 20653

Hollywood Recreation Center
24400 Mervell Dean Road
Hollywood, Maryland 20636

MLB Bethune Education Center *DLJ*
22975 Colton Point Road
Bushwood, MD 20618

JMA Elms Environmental center *DLJ*
49300 St. James Church Rd.
Lexington Park, MD 20653

JAG James A Forrest Career and Technology Center *DLJ*
24005 Point Lookout Rd.
Leonardtown, MD 20650

Ridge VFD
13820 Point Lookout Road
Ridge, Maryland 20680

Ridge VRS
16515 Three Notch Road
Ridge, Maryland 20680

Bay District (Lex. Pk)
46900 S Shangri-La Drive
Lexington Park, Maryland 20653

Bay District (California)
45774 Fire Department Lane
Great Mills, Maryland 20634

Lexington Park VRS (Co. 39)
21685 FDR Boulevard
Lexington Park, Maryland 20653

Lexington Park VRS (Co. 38)
45945 Buck Hewitt Road
Great Mills, Maryland 20634

Leonardtown VRS
22855 Lawrence Avenue
Leonardtown, Maryland 20650

Leonardtown VFD
22733 Lawrence Avenue
Leonardtown, Maryland 20650

Hollywood VRS
43256 Rescue Lane
Hollywood, Maryland 20636

Hollywood VFD
24801 Three Notch Road
Hollywood, Maryland 20636

Seventh District VFD
21660 Colton Point Road
Clements, Maryland 20624

Seventh District VRS
21530 Colton Point Road
Avenue, Maryland 20609

Mechanicsville VFD
28165 Hills Club Road
Mechanicsville, Maryland 20659

Mechanicsville VRS
28120 Old Flora Corner Road
Mechanicsville, Maryland 20659

Valley Lee VRS

25245 Drayden Road
Valley Lee, Maryland 20692

Valley Lee VFD
25245 Drayden Road
Valley Lee, Maryland 20692

Maryland State Police
23200 Leonard Hall Drive
Leonardtown, Maryland 20650

Exhibit C
I-Net Cable Modem Service Locations
Municipal Package

Carver Elementary
47382 Lincoln Avenue
Lexington Park, Maryland

Lettie Marshall Dent Elementary
37840 New Market Turner Road
Mechanicsville, Maryland

Dynard Elementary
23510 Bushwood Road
Chaptico, Maryland

Green Holly Elementary
46060 Millstone Landing Road
Lexington Park, Maryland

Greenville Knolls Elementary
45711 Military Lane
Great Mills, Maryland

Hollywood Elementary
44345 Joy Chapel Road
Hollywood, Maryland

Leonardtown Elementary
22885 Duke Street
Leonardtown, Maryland

Lexington Park Elementary
46763 Shangri-La Drive
Lexington Park, Maryland

Mechanicsville Elementary
28585 Three Notch Road
Mechanicsville, Maryland

Oakville Elementary
26410 Three Notch Road
Mechanicsville, Maryland

Park Hall Elementary

20343 Hermanville Road
Park Hall, Maryland

Ridge Elementary
49430 Airedele Road
Ridge, Maryland

Town Creek Elementary
45805 Dent Drive
Lexington Park, Maryland

White Marsh Elementary
29090 Thompson Corner Road
Mechanicsville, Maryland

Piney Point Elementary
44550 Tall Timbers Road
Tall Timbers, Maryland

Father Andrew White School
Holy Angel-Sacred Heart School
Little Flower School
Mother Catherine Spalding School
St. John's School
St. Michael's School
Leonard Hall Junior Naval Academy
St. Mary's Ryken High School
Kings Christian Academy