

CABLE TELEVISION FRANCHISE AMENDMENT

This Agreement is entered into as of the __ day of _____, 2023 (the "Effective Date"), by and between Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC (the "Franchisee") and the City of Harrisonburg, Virginia (the "City").

WHEREAS, the City granted Franchisee a Franchise Agreement to own and operate a cable television system in the City with an Effective Date of July 16, 2013 ("Franchise" or "Franchise Agreement");

WHEREAS, said Franchise Agreement is in full force and effect and expires on July 15, 2028;

WHEREAS, Section 14.6 of the Franchise provides that the Franchise may be amended by mutual agreement of both parties;

WHEREAS, the City and the Franchisee desire to amend the existing Franchise Agreement, as set forth below;

NOW, THEREFORE, pursuant to Section 14.6 of the Franchise Agreement, the parties agree to amend the Franchise as follows:

1. Section 5 of the Franchise Agreement, shall be removed in its entirety and replaced with the provision below.

SECTION 5 - Public, Educational and Governmental Access Channels

5.1 Franchisee shall continue to provide one (1) public, educational, or governmental ("PEG") access channel for the purposes of providing non-commercial governmental and educational programming in the City. Use of a channel position for PEG access shall be provided on the most basic tier of service offered by Franchisee in accordance with the Cable Act, Section 611, and the Code of Virginia, and as further set forth below. "Channel position" means a number designation on the Franchisee's channel lineup regardless of the transmission format. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. In the event the access channel is reassigned, except in connection with conversion of the access channel from standard definition ("SD") to high definition ("HD"), the Franchisee shall provide the City with at least thirty (30) days' notice before reassigning the channel, and shall pay the reasonable costs of any advertising and promotional materials required due to the reassignment not to exceed one thousand dollars (\$1,000) per reassignment. A PEG access user - whether an individual, educational or governmental user - acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or

governmental use of a channel position, except Franchisee may refuse to transmit any public access program or a portion of public access program that contains obscenity, indecency, or nudity. The Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG access channel use.

5.2 Prior to December 31, 2023, the City's PEG access channel shall be converted to HD. The Franchisee may reclaim the corresponding SD PEG access channel once it is converted to HD. Any costs associated with the conversion of the SD PEG access channel to HD, including production of programming and upgrade and/or equipment costs related to providing connectivity from the PEG origination site to Franchisee, shall be borne by the Franchising Authority.

5.3 The City or its PEG access programmer shall be responsible for providing the HD PEG Channel signal in an HD format compatible with Franchisee's equipment in the Cable System at the applicable demarcation point.

5.4 Reception of HD programming may require updated Subscriber equipment and subscription services which include HD. By agreeing to make PEG Channels available in HD format, Franchisee shall not be required to provide free HD equipment to Subscribers, or for the City or the public schools, nor modify its equipment or pricing policies in any manner, except as otherwise expressly provided for in this Agreement. Not every Subscriber may be able to view HD PEG Access Programming on every TV, and additional costs may be required for the reception of HD programming.

5.5 The City may, after a public hearing and upon a finding that the existing PEG channel is substantially utilized within the meaning of Section 15.2-2108.22(1) of the Code of Virginia, require by ordinance that the Franchisee provide one (1) additional HD PEG channel. Such PEG channel shall be provided within two hundred and seventy (270) days of written notice from the City. Any costs associated with the implementation of the additional HD PEG channel, including upgrade and/or equipment costs related to providing connectivity from the PEG origination site to Franchisee, shall be borne by the Franchising Authority.

5.6 Franchisee shall ensure that all PEG access channel signals carried on its System, regardless of the method used to acquire the PEG channels, comply with all applicable FCC signal quality and technical standards. Franchisee may implement HD carriage of PEG access channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality equivalent from the perspective of the viewer to other HD channels of the same resolution carried on the Cable System.

5.7 Franchisee shall continue to provide and maintain all existing PEG Access origination capabilities between its headend and the City Municipal Building, 409 South Main Street.

2. All other terms and conditions of the Franchise Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

Comcast of California/Maryland/Pennsylvania/
Virginia/West Virginia, LLC

City of Harrisonburg, Virginia

By: _____

By: _____

Name: Michael Parker

Name: _____

Title: Regional Senior Vice President

Title: _____

Date: _____

Date: _____