

FIRST AMENDMENT TO FRANCHISE AGREEMENT

This First Amendment to Franchise Agreement is made and entered into this 15th day of November, 2010, by and between the City of Arvada and Comcast of Colorado IX, LLC (“Comcast”).

WHEREAS, in [1995], the Arvada City Council approved the grant of a non-exclusive Franchise Agreement to Mountain States Video dba TCI of Colorado a wholly owned subsidiary of United Cable Television of Colorado, Inc. (“Grantee”) for its construction and operation of a cable television system within the City; and

WHEREAS, as the successor in interest to Mountain States Video dba TCI of Colorado a wholly owned subsidiary of United Cable Television of Colorado, Inc. , the Comcast entity which holds the Franchise in the City is Comcast of Colorado IX, LLC; and

WHEREAS, Section 9-21 of the Franchise Agreement provides that the franchise granted to the City will expire on December 30, 2010; and

WHEREAS, the City staff and Comcast of Colorado IX, LLC (“Comcast”) representatives have discussed the renewal of the franchise and, both parties have agreed that their respective interests will be served by an extension of the existing Franchise Agreement to December 31, 2013; and

WHEREAS, on November 15, 2010, the City Council adopted an ordinance providing for the extension of the existing term of the Franchise Agreement from December 30, 2010 until December 31, 2013; and

WHEREAS, the purpose of this FIRST Amendment is to so extend the term of the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which the parties hereto acknowledge, the parties hereby agree as follows:

1. That Section 9-21 of the Franchise Agreement is hereby amended to read as follows:

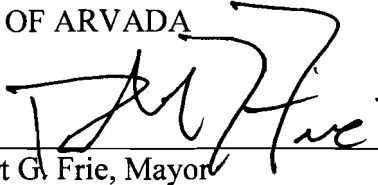
9.21 Duration.

1. The term of the franchise shall expire on December 31. 2013, unless sooner terminated as provided for in this Franchise Agreement.

2. That except as amended by this FIRST Amendment, all other terms and conditions of the Franchise Agreement shall remain unchanged and in full force and effect.


3. That by agreeing to this FIRST Amendment, it is understood that both the City and Comcast are reserving all other rights that each may have according to law, including but not limited to franchise renewal rights set forth in Section 626 of the Cable Act, 47 U.S.C. § 546.

CITY OF ARVADA



Robert G. Frie, Mayor

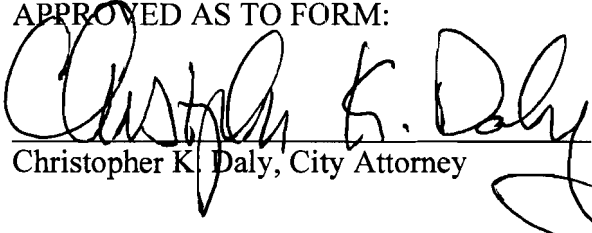
ATTEST:



City Clerk

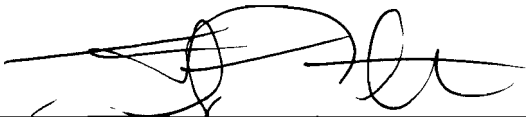
Deputy

APPROVED AS TO FORM:



Christopher K. Daly, City Attorney

COMCAST OF COLORADO IX, LLC

By: 

Title: **Timothy T. Nester**
SVP - Finance and Accounting