

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Cable Television Franchise Renewal to be executed this 23<sup>rd</sup> day of MARCH, 2009.

**TOWN OF WINDHAM**

Town of Windham

By:



Chairman, Board of Selectmen

Galen Stearns



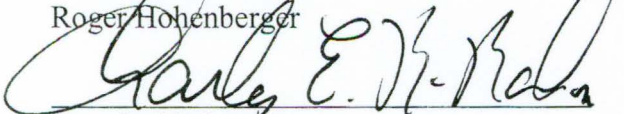
Vice Chairman, Board of Selectmen

Bruce Breton



Board of Selectmen

Roger Hohenberger



Board of Selectmen

Charles McMahon



Board of Selectmen

Ross McLeod

Accepted By:

COMCAST OF CONNECTICUT/GEORGIA/MASSACHUSETTS/  
NEW HAMPSHIRE/NEW YORK/NORTH CAROLINA/  
VIRGINIA/VERMONT, LLC

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Kevin M. Casey

President

NorthCentral Division

**Amendment to the Cable Television Franchise Renewal Agreement**

**Between the Town of Windham, NH**

**And**

**COMCAST OF CONNECTICUT/GEORGIA/MASSACHUSETTS/  
NEW HAMPSHIRE/NEW YORK/NORTH CAROLINA/  
VIRGINIA/VERMONT, LLC**

At the Franchising Authorities request, the parties hereby agree to amend Section 1.1 (23) of the franchise agreement which reads as follows;

(23) Gross Annual Revenues: Gross Annual Revenues: All revenues received by the Franchisee and/or its Affiliates for the provision of Cable Service(s) over the Cable Television System serving the Town of Windham including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; all Pay Cable, Premium Service and Pay-Per-View revenues; all Commercial Subscriber revenues (including bulk account revenues); fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenues of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off,

consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

To read as:

(23) Gross Annual Revenues: Gross Annual Revenues: All revenues received by the Franchisee and/or its Affiliates for the provision of Cable Service(s) over the Cable Television System serving the Town of Windham including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; all Pay Cable, Premium Service and Pay-Per-View revenues; all Commercial Subscriber revenues (including bulk account revenues); fees paid for channels designated for commercial use; ~~home shopping revenues~~; Converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; ~~and advertising revenues~~. ~~In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising.~~ Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenues of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.