

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
MID-COAST TELEVISION, INC., FOR COMMUNITY ACCESS TELEVISION
SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MID-COAST TELEVISION, INC., hereinafter called "MCTV";

W I T N E S S E T H:

WHEREAS, the County of San Mateo and Mid-Coast Television, Inc. are currently parties to an "Agreement for Community Access Television Services", dated September 12, 1995, which designates MCTV as the provider of Public, Educational, and Governmental Television Services Provider on the coastside of unincorporated San Mateo County, within the service territory of Comcast ("cable operator"), including, but not limited to Montara, Moss Beach, El Granada, Princeton, La Honda, and Pescadero; and

WHEREAS, the Agreement provided that the term of the initial Agreement was for three years, and that the term of the Agreement automatically extended for additional three year terms, unless one of the parties advised the other party in writing, not later than 90 days prior to the expiration of the three year term, that it did not wish to have the Agreement automatically extended for another three year term; and

WHEREAS, the Agreement has automatically been extended four times, in 1998, 2001, 2004 and 2007; and

WHEREAS, the parties now wish to amend the Agreement to revise the term of the Agreement.

1. Section C of the Agreement is hereby amended to read as follows:

C. The term of this Agreement shall commence upon the date of its execution, and shall expire on September 11, 2011.

Neither party may terminate this Agreement prior to its expiration except under the following conditions:

1. The cable operator's franchise expires or is otherwise terminated or rendered inoperative; although for purposes of this Agreement, the transfer, sale, or assignment of the cable operator's franchise and/or system to a third party shall not constitute such an expiration or termination of the franchise.
2. MCTV, a public benefit, non-profit corporation, dissolves or ceases to operate as a corporation.
3. By mutual agreement of the parties.
4. Should either party materially breach its obligations under this Agreement, then the other party shall have the option to terminate after providing the party alleged to be in breach 90 days written notice of said breach and providing a reasonable opportunity to cure the breach.

Under the conditions listed under subparagraphs 1., 2., and 3. either party may terminate this Agreement by providing the other party with 45 days written notice.

2. All other terms and conditions of the Agreement dated September 12, 1995 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
David S. Boesch
County Manager/Clerk of the Board

Mid-Coast Television, Inc.

By: Constance J. Malach
Constance J. Malach, President
Mid-Coast Television, Inc.

Date: 4/21/2010