

**SECOND AMENDMENT TO THE CABLE TELEVISION FRANCHISE
AGREEMENT BETWEEN THE TOWN OF LYONS, COLORADO AND LYONS
COMMUNICATIONS, LLC**

This Second Amendment to the Cable Television Franchise Agreement is made and entered into as of the **20th day of March, 2017**, and amends the Cable Television Franchise Agreement by and between the Town of Lyons, Colorado, a statutory municipality, and Lyons Communications, LLC, a Colorado limited liability corporation, as amended by the First Amendment to the Cable Television Franchise Agreement.

WHEREAS, by Resolution 2011-42, and pursuant to the request of CAMS Cable and Media Services, LLC, the Town of Lyons ("Town") consented to the assignment of a permit to erect, own, operate and maintain a community antenna television system in Lyons, Colorado (the "Permit"), Franchise Agreement, and Headend Lease to Lyons Communications, LLC, a Colorado limited liability company ("Lyons Communications") and approved a Cable Television Franchise Agreement and Headend Lease Agreement with Lyons Communications; and

WHEREAS, pursuant to Resolution 2016-116, the Town of Lyons Board of Trustees approved a First Amendment to the Cable Television Franchise Agreement with Lyons Communications, LLC, a Colorado limited liability company, and a First Amendment to the Headend Lease Agreement (collectively, the "Agreements"), which extended the duration of the Agreements through and including March 31, 2017; and

WHEREAS, Lyons Communications has recently requested that the Town extend the duration of the Agreements so that they will run through and including June 30, 2017, on the condition that under such extension, Lyons Communications will continue services and operations in accordance with the terms of the existing agreements, as amended; and

WHEREAS, the Town Board of Trustees is agreeable to further extending the existing term of the Cable Television Franchise Agreement through and including June 30, 2017 and has approved such extension pursuant to Resolution 2017-38.

NOW, THEREFORE, the Franchise Agreement is hereby amended by the following:

1. Section 2.3 of the Franchise Agreement – Duration is hereby amended to read as follows:

2.3 Duration

The term of this Franchise Agreement and all rights, privileges, obligations and restrictions pertaining thereto shall run from the effective date of this Franchise Agreement through and including June 30, 2017, unless terminated sooner as hereinafter provided.

2. Except as specifically modified hereby, the Franchise Agreement shall remain in full force and effect.

3. Neither party waives any right which it enjoys under law as a result of agreeing to this Franchise Agreement extension.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Cable Television Franchise Agreement as of the day and year first written above.

TOWN OF LYONS, COLORADO

By: _____
Mayor or Mayor Pro Tem

ATTEST: APPROVED AS TO FORM

Deb Anthony, Town Clerk

For Town Attorney's Office

LYONS COMMUNICATIONS, LLC

By: _____
Name: _____
Title: Manager _____
