

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2006 Legislative Session

Bill No. CB-82-2006

Chapter No. 67

Proposed and Presented by The Chairman (by request – County Executive)

Introduced by Council Members Dean, Knotts, Peters, Hendershot, Harrington, Campos,
Bland and Dernoga

Date of Introduction October 31, 2006

BILL

1 AN ACT concerning

2 Cable Television

3 For the purpose of granting a cable television franchise for the operation of a cable television
4 system in Prince George's County, Maryland by prescribing certain terms and conditions to be
5 included in a franchise agreement.

6 WHEREAS, pursuant to Section 5A-103 of the Prince George's County Code, also known
7 as the Prince George's County Cable Communications Regulatory Code (“Cable Ordinance”),
8 the County Council shall grant franchises for the operation of cable television systems within the
9 County pursuant to applicable law; and

10 WHEREAS, according to Section 5A-103 of the Cable Ordinance, the County may grant
11 one or more cable franchises for the County or designated areas therein; and

12 WHEREAS, pursuant to Section 5A-104 of the Cable Ordinance, Verizon Maryland Inc.
13 (the “Franchisee”) has filed a written application with the County for the grant of an initial
14 franchise to construct, install, operate and maintain a cable television system within the County;
15 and

16 WHEREAS, the Franchisee and the County have agreed pursuant to applicable law, on the
17 terms and conditions contained in a proposed franchise agreement (“Franchise Agreement”),
18 substantially in a form attached hereto and incorporated by reference as Attachment A; and

19 WHEREAS, pursuant to Section 5A-119(d) of the Cable Ordinance, the Prince George's
20 County Cable Television Commission has evaluated and reviewed the financial, technical, legal,
21 and character qualifications of the Franchisee and conducted a public hearing thereon and

1 forwarded its recommendations to the County Council, attached hereto as Attachment B; and

2 WHEREAS, upon a review of the Franchise Agreement between Verizon Maryland Inc.
3 and the County for the grant by the County Council authorizing an initial franchise to operate a
4 cable television system in the County, and based upon the recommendation of the Cable
5 Television Commission in regard thereto, the County Council has determined that Verizon
6 Maryland Inc. is qualified to best serve the public interest of the community and to meet the
7 needs of the citizens of Prince George's County; and

8 WHEREAS, Section 5A-103 of the Cable Ordinance requires that the grant of a franchise
9 for the operation of a cable television system within the public rights-of-way of the County shall
10 be made by legislative act; now, therefore,

11 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
12 Maryland, that the non-exclusive right to construct and operate a cable television system along
13 the public rights-of-way of the County within the designated areas of the County as described in
14 the Franchise Agreement between Verizon Maryland Inc. and the County, is hereby granted to
15 Verizon Maryland Inc., a corporation duly organized and existing under the laws of the State of
16 Maryland.

17 SECTION 2. BE IT FURTHER ENACTED that the franchise granted under this Act shall
18 be subject to Subtitle 5A of the Cable Ordinance, and shall be subject to the terms and conditions
19 of the Franchise Agreement to the extent that the Franchisee has to meet the requirements and
20 provide such services.

21 SECTION 3. BE IT FURTHER ENACTED that the County Executive is hereby
22 authorized and directed to enter into the Franchise Agreement with the Franchisee evidencing the
23 grant of the franchise under this Act and the Franchisee's acceptance of the same.

24 SECTION 4. BE IT FURTHER ENACTED that the County Executive is hereby
25 authorized, empowered and directed to make any modifications, deletions, corrections or other
26 changes to complete any further negotiations on the Franchise Agreement in any manner in
27 which the County Executive may deem necessary to complete the transaction but not altering the
28 substance of the Franchise Agreement.

29 SECTION 5. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)
30 calendar days after it becomes law.

Adopted this 28th day of November, 2006.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Thomas E. Dernoga
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Jack B. Johnson
County Executive

Attachment B available in hard copy only

CABLE FRANCHISE AGREEMENT
BETWEEN PRINCE GEORGE'S COUNTY, MARYLAND
AND VERIZON MARYLAND INC.

Date: _____

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THIS CABLE FRANCHISE AGREEMENT (the “Agreement”) is entered into by and between Prince George’s County, Maryland, a charter county and a body corporate and politic under the laws of the State of Maryland (hereinafter sometimes referred to as the “County”), and Verizon Maryland Inc., a corporation duly organized and existing under the laws of the State of Maryland (hereinafter sometimes referred to as “Franchisee”).

WHEREAS, Franchisee has applied to the County for a nonexclusive franchise to own, construct, reconstruct, install, maintain, repair, extend and operate a cable communications system in the County, and the County desires to issue such a franchise to Franchisee under appropriate terms and conditions; and

WHEREAS, the County is a “ local franchising authority” in accordance with Title VI of the Communications Act of 1934, as amended (*see* 47 U.S.C. §522(10)), and is authorized to grant one or more nonexclusive cable system franchises pursuant to Subtitle 5A – Cable Television and Telecommunications of the Prince George’s County Code, known as the Prince George’s County Cable Communications Regulatory Code (the “Cable Code”); and

WHEREAS, Franchisee is in the process of installing a Fiber to the Premise Telecommunications Network (“FTTP Network”) in the Franchise Area for the transmission of Non-Cable Services pursuant to authority granted by the State of Maryland; and

WHEREAS, the FTTP Network does and will occupy the Public Rights-of-Way within the County, and Franchisee desires to use portions of the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the County; and

WHEREAS, the County has identified the future cable-related needs and interests of the County and its residents, has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s plans for constructing, maintaining, operating and repairing its Cable System are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, the County has relied on Franchisee’s representations regarding its financial, technical, and legal qualifications and its plans for installing, constructing, reconstructing, maintaining, operating, and repairing its Cable System; and

WHEREAS, based upon Franchisee’s representations and information, and in response to its request for a cable franchise, the Prince George’s County Council has determined that, subject to the provisions of Cable Code, the terms and conditions set forth herein, and provisions of Applicable Law the granting of a new, nonexclusive cable franchise to Franchisee is consistent with the public interest; and

WHEREAS, the County and Franchisee have reached agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the County’s grant of a cable franchise to Franchisee and Franchisee’s promise to provide Cable Service to residents of the County in the Franchise Area pursuant to and consistent with the Cable Code, Applicable Law, the terms and conditions set forth herein, the promises and undertakings provided for herein, and for other

good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usage set forth in the Cable Code are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: Any Channel on the Cable System set aside under this Agreement for noncommercial public, educational, or government use.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Applicable Law*: All federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations including, but not limited to, FCC resolutions, orders, rules, and regulations, the Cable Code, and all administrative and judicial decisions interpreting the same.

1.4. *Basic Service*: Any service tier that includes the retransmission of local television broadcast signals and/or the transmission or retransmission of PEG Channels required by this Agreement.

1.5. *Cable Code*: Subtitle 5A of the Prince George's County Code, as amended from time to time.

1.6. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6). If during the course of this Agreement any service is classified or otherwise designated to be or not to be a "Cable Service" (i) by federal statute, regulation, or decision, or (ii) by a court of competent jurisdiction in a decision that constitutes a binding legal precedent on the County, or on the Franchisee, or in or applicable to the Franchise Area, (iii) or by the FCC in a decision that is binding on the County, or on the Franchisee, or in or applicable to the Franchise Area, or (iv) by state or local law, rule, or regulation enacted or promulgated as result of or as authorized by any of the foregoing, then the term "Cable Service" as used in this Agreement shall be interpreted in accordance therewith. This Agreement shall also be deemed amended as and to the extent appropriate as to related definitions affected or impacted by such change in the definition or coverage of the term Cable Services or as otherwise resulting from any of the foregoing.

1.7. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7). A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the County. The portion of the FTTP Network used for the Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Franchise/Service Area and shall not include the tangible network facilities of a common carrier

subject in whole or in part to Title II of the Communications Act or of an Information Services provider. Such term does not include:

1.7.1. A facility that serves only to retransmit the television signals of one or more television broadcast stations;

1.7.2. A facility that serves subscribers without using any public rights-of-way;

1.7.3. A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers;

1.7.4. An open video system that complies with 47 U.S.C. Section 573;
or

1.7.5. Any facilities of any electric utility used solely for operating its electric utility system.

A reference to a Cable System refers to any part thereof, including, without limitation, converters. This definition shall not be deemed to circumscribe or limit the valid authority of the County to regulate or franchise the activities of any other communications system or provider of communications services to the full extent permitted by law.

1.8. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.9. *Commission or CATV Commission*: The Prince George's County Cable Television Commission.

1.10. *County Executive*: The County Executive of Prince George's County, Maryland, or his designee.

1.11. *Communications Act*: The Communications Act of 1934, as amended.

1.12. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies, operations, or management of a Person, the Cable System, or the Franchise, including working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments, or negative control, as the case may be, of a Person, the Cable System, or the Franchise. A rebuttable presumption of the existence of Control of, or a Controlling interest in, a Person shall arise from the beneficial ownership, directly or indirectly, by any Person or group of Persons acting in concert (other than underwriters during the period in which they are offering securities to the public) of five percent (5%) or more of voting interests or fifty percent (50%) or more of non-voting interests of such Person. Control or Controlling interest as used in this Agreement may be held simultaneously by more than one (1) Person or group of Persons. Notwithstanding the preceding sentence, if one (1) Person owns a majority of the voting interests of a Person, the Cable System, or the

Franchise, such owner shall be presumed to have sole Control of and to possess the sole Controlling interest in such Person, the Cable System, or the Franchise unless another Person exercises *de facto* control (as that term is defined under the precedents of the FCC) of the Controlled Person, the Cable System, or the Franchise, in which case such other Person also shall have Control and a Controlling interest.

1.13. *Economically and Technically Feasible:* Capable of being provided through technology that has been demonstrated to be feasible for its intended purpose, in an operationally workable manner, and in a manner whereby the Cable System has a reasonable likelihood of being operated on reasonably profitable and commercially practicable terms.

1.14. *Educational Access Channel:* An Access Channel available for the use by educational institutions in, or for the benefit of, the Franchise Area as designated by the County.

1.15. *Extended Service Area:* That part of the Franchise Area outlined and identified as such in Exhibit C attached hereto and incorporated herein by reference.

1.16. *FCC:* The United States Federal Communications Commission, its designee, or any successor governmental entity thereto.

1.17. *Force Majeure:* An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.18. *Franchise:* The franchise granted by this Agreement as defined in Section 5A-102(a)(19) of the Cable Code.

1.19. *Franchise Area:* The territorial confines of the County, and any areas added or annexed thereto during the Term of the Franchise, excluding therefrom any incorporated municipalities therein.

1.20. *Government Access Channel:* An Access Channel available for the use by the County and other governmental entities as may be authorized by the County.

1.21. *Gross Revenue:* Any and all cash, credits, property or consideration of any kind or nature that constitute revenue in accordance with Generally Accepted Accounting Principles which is derived directly or indirectly by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area. Gross Revenue on bundled services will be calculated as provided in Section 7.5. Gross Revenue shall include all items permitted to be included in gross revenues for the calculation of franchise fees under Applicable Law, including, by way of example and description but not by way of limitation, the following: all Subscriber and customer revenues earned or accrued net of bad debts, including revenue for: (i) Basic

Service, digital service tiers, pay per view services, expanded services and premium services; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Service Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; cable franchise fee and FCC regulatory fee pass through to Subscribers paid by Subscribers to Franchisee; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) revenues from the sale or lease of access channel(s) or channel capacity; (iv) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below; (v) revenue from the collection of bad debts previously written off against Gross Revenue (which items shall be included for the period in which the bad debt is recovered); (vi) the fair market value of any non-monetary (*i.e.*, barter) transactions between the Franchisee and any Affiliate, which fair market value shall not be less than the customary prices paid in connection with equivalent transactions conducted with Persons who are not Affiliates; and (vii) any revenue generated by Franchisee or by any Affiliate through any means that have the effect of avoiding the payment of compensation that would otherwise be paid to the County for the Franchise granted in this Agreement. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee or any Affiliate pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Service Area, subject to the exceptions below. The allocation shall be based on the number of Subscribers in the Service Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue.

Gross Revenue shall not include to the extent not includible in gross revenues for franchise fee purposes as determined under federal and state law:

1.21.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System including professional service fees and insurance and/or bonding costs;

1.21.2. Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.21.3. Refunds, rebates or discounts made to Subscribers or other third parties, such as leased access providers, to the extent such refunds, rebates or discounts represent an actual refund or rebate of or a reduction in the price paid by Subscribers or other third parties;

1.21.4. Any revenues generated by services that are Non-Cable Services;

1.21.5. Any revenue of Franchisee or any other Person which is received from the sale of merchandise through any Cable Service distributed over the Cable System, except for that portion of such revenue which is paid to Franchisee as a commission or a fee for

cablecasting such programming;

1.21.6. Revenue from the sale of Cable Service on the Cable System in a resale with respect to which the buyer is obligated to collect and pay a franchise fee to the County;

1.21.7. Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee from Subscribers and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees);

1.21.8. The provision of Cable Services to customers without charge, including, without limitation, the provision of Cable Services to public institutions as required or permitted herein, provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.21.9. Sales of capital assets or sales of surplus equipment;

1.21.10. Program launch fees and other programmer reimbursements to the extent such fees and reimbursements were not paid directly to Franchisee;

1.21.11. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.21.12. Investment income; and

1.21.13. Any fees or charges collected from Subscribers or other third parties for PEG/INET Grant payments.

1.22. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20).

1.23. *Initial Service Area*: That part of the Franchise Area outlined and identified as such in Exhibit C attached hereto and incorporated herein by reference.

1.24. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.25. *Institutional Network or I-Net*: Dedicated, data, video, television, audio communications, and telephony facilities and one way and two way network designed and constructed to connect government locations and institutions and for use in connection with the ongoing operations of such locations and institutions. The Institutional Network may be a separate system, a portion of the Cable System, or a combination thereof, and may be operated by a County-designated separate entity in which the County has a direct ownership interest, provided, however, that the separate entity agrees in writing to comply with this Agreement.

1.26.*Liability or Liabilities*: Any and all charges, damages, expenses, penalties, fines, costs, claims, liabilities, obligations, debts, attorneys' and other fees of every kind and character, known and unknown, contingent or otherwise. "Liability" or "Liabilities" shall also mean any damage or loss to any real or personal property of, or any injury to or death of, any Person or the County or any Participating Municipality.

1.27.*Middle Service Area*: Shall mean that portion of the Service Area outlined and identified as such in Exhibit C attached hereto and made a part hereof.

1.28.*Non-Cable Services*: Any service that does not constitute a Cable Service including, but not limited to, Information Services and Telecommunications Services.

1.29.*Non-Residential Subscriber*: A Subscriber other than a Residential Subscriber.

1.30.*Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and some weekend hours.

1.31.*Normal Operating Conditions*: Those service conditions which are within the control of the Franchisee. Conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe weather conditions. Conditions that are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System.

1.32.*Participating Municipalities*: Those municipalities listed as such in Exhibit A hereto and incorporated herein by reference. Except where the context clearly provides or would require a contrary construction or interpretation, the term "County" shall include or mean "Participating Municipality."

1.33.*PEG*: Public, Educational, and Governmental.

1.34.*Person*: An individual, partnership, association, corporation, joint stock company, trust, limited liability company, organization, governmental jurisdiction, and any other form of entity, but such term shall not include the County.

1.35.*Plant Mile*: The length in miles or fractions thereof of strand-bearing or underground cable as measured on the right-of-way from pole to pole or from pedestal to pedestal.

1.36.*Public Access Channel*: An Access Channel available for Public Access programming.

1.37.*Public Benefit Corporation*: Any non-profit, tax exempt organization that has as a primary purpose the provision of services of an educational, health, civic, charitable, or similar nature within the County.

1.38. *Public Rights-of-Way*: The surface of, and the space across, in, over, along, above and below, any public street, highway, freeway, bridge, tunnel, park, parkway, land, path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, waterway, or similar property, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way utilized for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area which County rights-of-way, consistent with the purpose for which they were dedicated, may be utilized for the purpose of installing, operating, repairing, and maintaining a Cable System. Public Rights-of-Way also means any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for utility or public service use utilized for compatible uses and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Franchisee to the use for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Public Rights-of-Way shall not include any County buildings, structures, or other improvements, regardless of whether they are situated in a public right-of-way. No reference herein to a Public Right-of-Way shall be deemed to be a representation or guarantee by the County that its interest or other right to control the use of such property is sufficient to permit the use of such property for the Franchisee's purposes hereunder, and Franchisee shall be deemed to gain only those rights to use such property as are properly in the County and as the County may have an undisputed right to give to Franchisee for the purposes of this Agreement.

1.39. *Region*: The area within the Washington, D.C. Designated Market Area ("DMA") as defined by the FCC:

1.40. *Resident*: Any occupant who resides in a residential dwelling in the County or a Participating Municipality, including, without limitation, occupants of apartment houses, one- and two-family dwellings, rooming houses, condominiums, town homes and mobile home parks.

1.41. *Residential Subscriber*: A Resident who is a Subscriber.

1.42. *Service Area*: All of the unincorporated area of the County, together with the areas comprising the Participating Municipalities, all as characterized as in either the Initial Service Area, Middle Service Area or the Extended Service Area on Exhibit C hereto.

1.43. *Service Date*: The date that the Franchisee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Franchise Area. The Franchisee shall memorialize the Service Date by notifying the County in writing of the same, which notification shall become a part of this Agreement.

1.44. *Service Interruption*: The loss of picture or sound or the substantial deterioration thereof.

1.45. *Subscriber*: A Person who legally receives Cable Service over the Cable System.

1.46. *Telecommunications Facilities*: Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.47. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.48. *Title I*: Title I of the Communications Act.

1.49. *Title II*: Title II of the Communications Act.

1.50. *Title VI*: Title VI of the Communications Act.

1.51. *Transfer of the Franchise*:

1.51.1. Any transaction in which:

1.51.1.1. a controlling ownership or other interest in, or control of, Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.51.1.2. the rights held by Franchisee under the Franchise and this Agreement are transferred or assigned to another Person or group of Persons.

1.51.1.3. However, notwithstanding Sub-sections 1.51.1.1 and 1.51.1.2 above, a Transfer shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise and this Agreement or the rights held by the Franchisee under the Franchise and this Agreement to the parent of Franchisee or to another Affiliate of Franchisee; any Transfer which is the result of a merger of the parent of the Franchisee; or any Transfer which is the result of a merger of another Affiliate of the Franchisee.

1.52. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

1.53. *Video Serving Office*: A facility of the Franchisee (usually a central office associated with the Public Switched Network for voice services, but includes other similar facilities designated by the Franchisee for this purpose) for which a portion has been equipped with the appropriate equipment to enable Cable Service to be provisioned to Subscribers.

2. GRANT OF AUTHORITY: LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and of Applicable Law, the County hereby grants to Franchisee and Franchisee accepts from the County a Franchise with the right and privilege to own, construct, reconstruct, install, repair, operate and maintain a Cable System over, under, through, upon, across and along the Public Rights-of-Way within the Franchise Area, for the sole purpose of providing Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed or conveyed by the grant of the Franchise by this Agreement. This Agreement and the

Franchise granted in connection herewith grant no right or power not expressly provided herein, except as may be provided under Applicable Law. However, nothing in this Agreement shall be construed to prohibit Franchisee from offering any service over the Cable System that is not prohibited by federal or state law provided any requirements for County authorization or registration not inconsistent with federal and state law are satisfied.

2.2.County's Regulatory Authority: Franchisee is a Title II common carrier with authority to construct, own, operate and maintain Telecommunications Facilities and to provide Telecommunications Services pursuant to Communications Act and the laws of the State of Maryland. The parties recognize that Franchisee's FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the County over such Telecommunications Facilities is restricted by federal and state law, and the County does not assert jurisdiction over Franchisee's FTTP Network in contravention of those limitations. Therefore, as provided in Section 621 of the Communications Act, 47 U.S.C. §541, the County's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance or operation of the Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Franchisee's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever regulatory authority the County may have under state and local law with respect to the FTTP Network facilities as Telecommunications Facilities or to limit the authority of the County under Title VI as to any aspect of Franchisee's operations as authorized or permitted thereunder. The County therefore reserves all rights and regulations and powers under Applicable Law, as the same shall from time to time exist, to regulate Franchisee's activities in the County in a manner not inconsistent with this Section 2.2. Nothing in this Agreement shall be in preference or hindrance to the County or any board, authority, commission, or public service corporation to perform or carry on any public works or public improvements of any description.

2.3.Term: This Agreement and the Franchise shall be effective contemporaneously with the effective date of the Prince George's County Council bill approving this Agreement and granting the Franchisee a Franchise in accordance with the Cable Code (the "Effective Date") and shall terminate fifteen years from the Effective Date (the "Term") unless terminated sooner or renewed in accordance with this Agreement or under Applicable Law. The parties shall memorialize the Effective Date in writing.

2.4.Grant Not Exclusive: The Franchise and the rights granted herein to use the Public Rights-of-Way to provide Cable Services are not and shall not be exclusive, and the County reserves the right to grant other franchises, licenses, permits and authorizations to others to use or be in the Public Rights-of-Way, or any portions thereof, for cable services and cable systems, or for any other similar purpose, or for any other purpose, and to use said Public Rights-of-Way itself, during the term of the Franchise and any renewal or extension thereof. Any such rights which are granted shall not by their terms reduce or detract from the authority granted under the Franchise and this Agreement.

2.5.Franchise Subject to Federal Law: The Franchise and this Agreement are subject to and shall be governed by all applicable provisions of federal law as it may be

amended, including but not limited to the Communications Act.

2.6.No Waiver: The failure of either party to this Agreement to exercise a right, require compliance or performance under this Agreement, the Franchise, or Applicable Law, or to declare a breach of this Agreement shall not be deemed to constitute a waiver of such right, or such compliance or performance, or of such breach, nor excuse a party from complying or performing in accordance with this Agreement, the Franchise, or Applicable Law, unless such right, performance, or breach has been specifically waived in writing.

2.7.Effect of Acceptance of Franchise: By accepting the franchise granted by the County and by entering into this Agreement, Franchisee:

(1) Except as may be otherwise provided in this Agreement, shall comply with the provisions of the Cable Code and this Agreement, subject to Subsection 2.10.1;

(2) Acknowledges and accepts the County's legal right to grant the Franchise and to enter into this Agreement, and to enact and enforce laws, ordinances, rules, and regulations related to the Franchise and the operations contemplated therein;

(3) Acknowledges and agrees that the Franchise has been granted, and that this Agreement has been entered into, pursuant to processes and procedures consistent with Applicable Law, and that Franchisee will not raise any claim to the contrary, or allege in any claim or proceeding against the County or which may affect the County that any provision, condition, or term, of the Cable Code, of any law or ordinance granting the Franchise, or of this Agreement, at the time of acceptance of the Franchise, was or is arbitrary, unreasonable, or void, or that the County had no power or authority to make or enforce any such provision, condition, or term;

(4) Agrees that neither Franchisee nor its Affiliates will oppose any intervention or participation by the County in any federal, state, or local proceeding affecting the Franchisee's Cable System or the Franchise granted by the County; and

(5) Acknowledges and agrees that the any costs incurred by or on behalf of the Franchisee or its Affiliates (i) associated with the provision of support for PEG access or activities and/or (ii) associated with the provision of support or activities in connection with or relating to the I-Net or any I-Net related activities do not constitute franchise fee payments within the meaning of 47 U.S.C. § 542 or otherwise.

2.8.Incorporation of Cable Code: The Cable Code shall be and is incorporated herein by reference. Franchisee accepts and agrees to comply with each provision of the Cable Ordinance.

2.9. Limitation of County Liability: In any proceeding involving any claim against the County, or any other governmental entity, or any elected official, official, member, employee, or agent thereof, arising from a decision of approval or disapproval with respect to a grant, renewal, revocation, transfer, or amendment of the Franchise, or from any change in the Cable Code or law, ordinance, rule, or regulation affecting the Franchisee or the Cable System, any relief, to the extent such relief is required or granted, shall be limited to equitable, injunctive

and/or declaratory relief. Franchisee shall notify the County in writing if it applies for or seeks any waivers, exceptions, or declaratory rulings affecting the Cable System from the FCC or any other federal, state, or local regulatory agency.

2.10. Construction of Agreement:

2.10.1. The provisions of this Agreement shall be liberally construed to effectuate their objectives. Any amendments to the Cable Code after the Effective Date (other than amendments that constitute an exercise of police power covered by Section 2.11 below) shall be consistent with state and federal law, and shall not abrogate any contractual rights of Franchisee contained herein or otherwise alter any of Franchisee's material rights, benefits, obligations or duties specified in this Franchise or impose any new obligations or duties.

2.10.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.11. *Police Powers:* Nothing in this Agreement shall be construed to limit the lawful exercise of the County's police powers. However, if the lawful exercise of the County's police power results in any material alteration of the terms and conditions of this Agreement, then the parties shall modify this Agreement to the mutual satisfaction of both parties to permit the Franchisee to comply with such exercise of police power with as little adverse impact on the Franchisee as possible. Any modifications shall be in writing. If the parties cannot reach agreement on the above-referenced modification to this Agreement, then Franchisee may terminate this Agreement without further obligation to the County or, at Franchisee's option, the parties agree to submit the matter to mediation by the Maryland Mediation and Conflict Resolution Office.

3. PROVISION OF CABLE SERVICE

3.1. Service Area:

3.1.1. *Initial Service Area:* Franchisee shall offer Cable Service to significant numbers of Residential Subscribers in residential areas of the Initial Service Area and may make Cable Service available to Non-Residential Subscribers in the Initial Service Area, within twenty-four (24) months of the Effective Date of this Agreement, and shall offer Cable Service to all residential areas in the Initial Service Area within three (3) years of the Effective Date, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the County; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Franchisee; and (F) in areas, developments or buildings where Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis; and (G) in areas where the occupied residential household density does not meet the density requirements set forth in Subsection 3.1.4 and Section 3.2.

3.1.2. *Middle Service Area:* Franchisee shall offer Cable Service to

significant numbers of Residential Subscribers in residential areas of the Middle Service Area and may make Cable Service available to Non-Residential Subscribers in the Middle Service Area, within four (4) years of the Effective Date of this Agreement, and shall offer Cable Service to all residential areas in the Middle Service Area within six (6) years of the Effective Date subject to the conditions of Subsection 3.1.1 above and other terms set forth herein.

3.1.3. *Extended Service Area:* Franchisee shall offer Cable Service to significant numbers of Residential Subscribers in residential areas of the Extended Service Area, and may make Cable Service available to Non-Residential Subscribers in the Extended Service Area, within seven (7) years of the Effective Date of this Agreement, and shall offer Cable Service to all residential areas in the Extended Service Area within nine (9) years of the Effective Date, subject to the conditions of Subsection 3.1.1 above and the other terms set forth herein.

3.1.4. *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than twenty-five (25) occupied residential dwelling units per mile during the first nine years of the original term of the Franchise and twenty (20) occupied residential dwelling units per mile during all the periods subsequent to the first nine of the original term of the Franchise, as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Initial Service Area, Middle Service Area or Extended Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsections 3.1.1, 3.1.2 and 3.1.3 respectively, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from the County that the density requirements have been met.

3.1.5. *Line Extension Policy:* Notwithstanding the provisions of Subsection 3.1.4, Franchisee shall extend Cable Service to potential Subscribers in Low Density Areas (as defined in Exhibit F) within Service Areas requesting Cable Service in accordance with the terms and conditions of the Line Extension Policy attached hereto as Exhibit F, which Exhibit F is incorporated herein by reference.

3.1.6. *Service Area Map:* The map of the Service Area attached hereto as Exhibit C-1 shows the developed, developing and rural areas of the County within the Service Area and the wire centers therein.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all Residential Subscribers and may make Cable Service available to Non-Residential Subscribers within the Service Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all Residential Subscriber dwelling units that are within two hundred and fifty (250) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for Residential Subscriber dwelling unit connections that exceed two hundred and fifty (250) feet and actual costs incurred to connect any Non-residential Subscriber unit.

3.3. *Cable Service to Municipal Buildings*: Subject to Section 3.1, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each fire station, public school, police station, public library, and such buildings used for municipal purposes (“Public Buildings”) as may be designated by the County, and also required of other cable operators in the Service Areas, as listed in Exhibit B and newly acquired or constructed schools and Public Buildings designated hereafter during the Term of this Agreement in writing to Franchisee as provided in Section 5A-106(d)(8) of the Cable Code. Furthermore, Franchisee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. Cable Service may not be resold or otherwise used in contravention of Franchisee’s rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged. Franchisee shall provide, as a part of its requirements under this Section 3.3, equipment necessary or appropriate to access the service provided.

3.4. *Service and Programming Enhancements*: If the Franchisee or an Affiliate provides a new Cable Service, or substantially more Cable Services, on a commercially deployed basis in the Region, then the Franchisee, within eighteen (18) months, shall provide comparable Cable Services to and in the Service Area, unless the Franchisee reasonably determines and demonstrates in writing to the County that doing so would not be Economically and Technically Feasible or that there is insufficient Subscriber demand for such services. Nothing in this Section 3.4 shall be construed to require identity of programming throughout the Region, including, without limitation PEG and other non-commercial channels and must-carry signals.

4. SYSTEM OPERATION

4.1. *Cable System Tests*: In accordance with Sections 5A-107(b)(2) and 5A-107.01 of the Cable Code, testing will be conducted in the following manner:

4.1.1. Franchisee shall perform all tests necessary to demonstrate compliance with the requirements of this Agreement and the technical standards of the FCC set forth in Part 76, Subpart K (Technical Standards) of the FCC’s rules, 47 C.F.R. § 76.601 *et seq.*, including, without limitation, performance tests, technical standards, signal leakage performance criteria and cable television system monitoring. In the event that the FCC’s technical performance standards are repealed or are no longer applicable to the Cable System, such standards shall remain in force and effect until the County and Franchisee agree to new standards.

4.1.2. The County shall have the right to witness and/or review all required tests on newly constructed or rebuilt segments of the Cable System. Franchisee shall provide the County with at least two (2) business days’ notice of, and opportunity to observe, any such tests performed on the Cable System.

4.1.3. Franchisee shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the County upon the County’s request.

4.1.4. If any test indicates that any part or component of the Cable System fails to meet applicable requirements, Franchisee, without requirement of additional notice or request from the County, shall within thirty (30) days, initiate corrective action, retest the locations and advise the County of the action taken and results achieved.

4.1.5. The County may, for good cause shown, waive or limit the system test provisions in this Section.

4.2. *Franchise Service Manager:* Franchisee shall provide a Franchise Service Manager who shall be a single point of contact on cable system services, operations and testing. Contact information shall include the manager's name, address, telephone and fax numbers and e-mail address.

5. SYSTEM FACILITIES

5.1. *System Characteristics:* Franchisee's Cable System shall meet or exceed the following requirements:

5.1.1. Shall be designed with an initial analog and digital carrier passband between 50 and 860 MHz;

5.1.2. Shall be designed to be an active two-way plant for subscriber interaction, if any, required for selection or use of Cable Service;

5.1.3. Shall have a modern design when built, utilizing an architecture that will permit additional improvements necessary for high quality and reliable service throughout the term of this Franchise. The FTTP Network shall utilize the ITU G.983 Passive Optical Network standard and have no outdoor active elements so as to make it more reliable;

5.1.4. Shall have protection against outages due to power failures, so that back-up power is available at a minimum for at least twenty-four (24) hours at each Video Serving Office;

5.1.5. Shall be comprised of facilities and equipment of good and durable quality, generally used in high-quality, reliable, systems of similar design;

5.1.6. Shall have personnel, facilities and equipment sufficient to cure violations of any applicable FCC technical standards and to ensure that the Cable System remains in compliance with the standards specified in Subsection 5.1.18;

5.1.7. Shall have personnel, facilities and equipment as necessary to maintain, operate, and evaluate the Cable System to comply with any applicable FCC technical standards, as such standards may be amended from time to time;

5.1.8. Shall have facilities and equipment designed to be capable of continuous twenty-four (24) hour daily operation in accordance with applicable FCC standards except as caused by a Force Majeure event;

5.1.9. Shall have facilities and equipment designed, built and operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals by a Subscriber;

5.1.10. Shall have facilities and equipment designed, built and operated in such a manner as to protect the safety of the Cable System workers and the public;

5.1.11. Shall have available sufficient trucks, tools, testing equipment, monitoring devices and other equipment and facilities and trained and skilled personnel required to enable Franchisee to substantially comply with Applicable Law, including applicable customer service standards and including requirements for responding to System outages;

5.1.12. Shall have all facilities and equipment and qualified technical personnel available as required to properly test the Cable System and conduct an ongoing and active program of preventive maintenance and quality control and to be able to quickly respond to customer complaints and resolve System problems. Upon request, Franchisee shall provide the County with available copies of its Cable System maintenance and quality control plan;

5.1.13. Shall be designed to be capable of interconnecting with other cable systems in the Franchise Area as set forth in Section 5.6 of this Agreement;

5.1.14. Shall, if applicable, have antenna supporting structures (i.e., towers) designed in accordance with all applicable state and local building codes, as amended, and shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration, the FCC, and all other applicable codes and regulations;

5.1.15. Shall have all facilities and equipment at the headend allowing Franchisee to transmit or cablecast signals in substantially the same form received, without substantial alteration or deterioration. For example, the headend should include equipment that will transmit color video signals received at the headend in color, stereo audio signals received at the headend in stereo, and a signal received with a secondary audio track with both audio tracks. Similarly, all closed-captioned programming retransmitted over the Cable System shall include the closed-captioned signal in a manner that renders that signal available to Subscriber equipment used to decode the captioning;

5.1.16. Shall transmit in high definition on the digital tier any signal carried by the Cable System which is transmitted to Franchisee in a high definition format;

5.1.17. Shall provide adequate security provisions in its Subscriber site equipment to permit parental control over the use of Cable Services on the System. Such equipment will at a minimum offer as an option that a Person ordering programming must provide a personal identification number or other means provided by Franchisee only to a Subscriber, provided, however, that Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls;

5.1.18. Shall conform to or exceed all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards, which the County is permitted by a change in law to enforce, and shall substantially conform in all material respects to applicable sections of the following standards and regulations to the extent such standards and regulations remain in effect and are consistent with accepted industry procedures:

5.1.18.1. Occupational Safety and Health Administration (OSHA) Safety and Health Standards;

5.1.18.2. National Electrical Code;

5.1.18.3. National Electrical Safety Code (NESC);

5.1.18.4. Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration;

5.1.18.5. Constructing, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules, Part 17; and

5.1.18.6. The Building Code of Prince George's County, as amended.

5.1.19. Shall be so constructed and operated that each PEG Channel shall be delivered over the System with transmission quality the same as or better than the transmission quality of any other Channel on Franchisee's Basic Service within the County;

5.1.20. Shall include optional equipment so that any pay-per-view programming can only be activated by the positive action of a Subscriber using, for example, a private identification number or other individual selection procedure; and

5.1.21. Shall comply with all requirements of Applicable Law, including, but not limited to, the Americans with Disabilities Act. Franchisee shall comply with FCC rules on transmission of closed captioning for the hearing-impaired. For hearing-impaired Subscribers, Franchisee shall provide information concerning the cost and availability of equipment to facilitate the reception of all basic services for the hearing impaired. In addition, Franchisee must provide information (upon request) regarding TDD/TTY (or equivalent) equipment, and a publicly listed telephone number for such equipment, that will allow hearing impaired Subscribers to contact Franchisee.

5.2. The FTTP Network shall have at least the following characteristics:

5.2.1. FTTP Network fiber shall be initially designed utilizing splitters of no greater than thirty-two (32) homes per splitter. The FTTP Network shall be pass-through or passive.

5.2.2. Status monitoring capability shall be a feature of the electronics at the customer premises in the FTTP Network. The FTTP Network shall deliver fiber to an

Optical Network Terminal (“ONT”) at the Subscriber’s premises. The ONT shall automatically measure optical signal levels (and other distortion measurements) at the Subscriber’s premises.

5.3. *Equipment Compatibility:* Franchisee shall comply with all FCC regulations regarding scrambling or other encryption of signals, Subscriber premises equipment, equipment compatibility, and facilities and equipment that permit Subscribers to fully utilize the capabilities of consumer electronic equipment while receiving Cable Service. FCC regulations governing compatibility with consumer electronics equipment, as they may be amended from time to time, including, but not limited to, 47 C.F.R. § 76.630, are incorporated herein by reference.

5.4. *System Maintenance:* Franchisee shall, when practicable, schedule and conduct maintenance on the Cable System so that interruption of service is minimized and occurs during periods of minimum Subscriber use of Franchisee’s Cable System. Franchisee shall provide reasonable prior notice to Subscribers and the County before interrupting service for planned maintenance or construction, except where such interruption is expected to be two (2) hours or less in duration or between the hours of 12:00 a.m. to 6:00 a.m. (which is Franchisee’s maintenance window). Such notice shall be provided by methods reasonably calculated to give Subscribers actual notice of the planned interruption.

5.5. *Offices:* Until such time that Franchisee establishes a local office in the County pursuant to Section 11 of Exhibit D, Franchisee shall maintain at least one location in the County open during normal business hours where Subscribers can pay bills and shall also provide for the pick up or drop off of equipment in one of following manners: (a) by having a Franchisee representative going to the Subscriber’s residence; (b) by using a pre-paid mailer; or (c) by establishing a local business office in the County.

5.6. *Interconnection:*

5.6.1. Franchisee shall design the Cable System so that it can be interconnected with other cable systems or any open video systems in the area or within the County at suitable locations as determined by Franchisee. Interconnection capabilities shall be provided for the exchange of all PEG signals designated in Section 6.1 herein carried on the Cable System. Interconnection of systems may be made by direct cable connection, microwave link, satellite or other appropriate methods.

5.6.2. At the request of the County, the Franchisee shall, to the extent permitted by Applicable Law and its contractual obligations to third parties, use every reasonable effort to negotiate an interconnection agreement with any other franchised cable system in the Franchise Area for the PEG channels on the Cable System; provided, however, that the Persons seeking to interconnect shall bear all reasonable costs of such interconnection.

5.6.3. The Franchisee shall notify the County prior to any interconnection of the Cable System with any other cable system in the County.

5.7. *Emergency Alert System:* Section 5A-120(e) of the Cable Code shall be implemented by Franchisee complying with the Emergency Alert System (“EAS”) requirements of the FCC in order that emergency messages may be distributed over the System. In the event

of a state or local civil emergency, the EAS shall be activated by equipment or other acceptable means as set forth in the Maryland State EAS Plan. In accordance with the Maryland State EAS Plan, Franchisee will override the audio and video on all channels, so long as it is consistent with Franchisee's contractual commitments, to transmit EAS alerts received from the designated Local Primary Sources, including LP-1 and LP-2 Stations, assigned by the Maryland State EAS Plan to serve the Prince George's County Operational Area.

5.8.Home Wiring: Franchisee shall comply with all applicable FCC requirements, including any notice requirements, with respect to home wiring. Prior to a Subscriber's termination of Cable Service, the Franchisee will not restrict the ability of a Subscriber to remove, replace, rearrange or maintain any cable wiring located within the interior space of the Subscriber's dwelling unit, so long as such actions are consistent with FCC standards. The Franchisee may require a reasonable indemnity and release of liability in favor of the Franchisee from a Subscriber for wiring that is installed by such Subscriber.

5.9.Periodic Performance Evaluation: The County may periodically evaluate the performance of the Franchisee during the term of this Franchise. The Franchisee shall cooperate fully with these evaluations and supply the County with all relevant information requested.

6. PEG SERVICES

6.1.PEG Set Aside:

6.1.1. In order to ensure universal availability of public, educational and government programming, Franchisee shall provide, at no charge to the County, a Participating Municipality, or Subscribers, up to eleven (11) video Channels for noncommercial PEG use by the County (collectively, the "County PEG Channels") and up to three (3) additional Channels each for noncommercial PEG use for each Participating Municipality (the "Municipal PEG Channels") (all such PEG channels sometimes referred to herein as the "PEG Channels"). Programming for the County PEG Channels shall be determined by the County. Programming for each of the Municipal PEG Channels shall be determined by the Participating Municipality to which the Municipal PEG Channel is dedicated hereunder. Within ten (10) days after the Effective Date the County, and within ten (10) days after joining in this Agreement each Participating Municipality, shall notify Franchisee in writing of which PEG Channels are active and in use and for informational purposes only whether each such PEG Channel is an Educational Access Channel, a Governmental Access Channel or a Public Access Channel.

6.1.2. All PEG programming shall be carried on Franchisee's Basic Service Tier. If there is no Basic Service tier, Franchisee shall provide the PEG Channels as part of the lowest cost package offered to Subscribers in accordance with federal law. If Channels are selected only through a menu system, PEG Channels will be displayed as such on the menu. The County PEG Channels shall be transmitted to all Subscribers in the Franchise Area and to all Subscribers in all incorporated areas within Prince George's County, whether or not any such incorporated area is a Participating Municipality hereunder. Each Municipal PEG Channel shall be transmitted to at least all Subscribers within the Participating Municipality to which such Municipal PEG Channel is dedicated hereunder. Nothing herein shall prevent the Franchisee from transmitting a Municipal PEG Channel to Subscribers outside the franchise area of the

Participating Municipality. Each PEG Channel shall be delivered with transmission quality the same as or better than the transmission quality of non-PEG channels carried on Franchisee's Basic Service Tier, subject necessary allowances for the quality level in which such PEG Channel programming is received by the Franchisee.

6.1.3. Each PEG Channel shall be transmitted on the System in standard 6 MHz, unscrambled NTSC format so that every Subscriber can receive and display the PEG signals using the same converters and signal equipment that is used for other Basic Service Channels. If capacity on the Cable System dedicated for public, educational or governmental access use is subdivided or compressed resulting in multiple transmission paths, Franchisee will transmit the PEG Channels on its Cable System in this format and will reserve the capacity to provide the required PEG Channels to the County and to each Participating Municipality.

6.1.4. If Franchisee makes changes to Franchisee's Cable System or its technology that require improvements or changes to PEG access facilities and equipment in order to be compatible, Franchisee shall provide any necessary additional headend and distribution facilities or equipment within thirty (30) days so that PEG facilities and equipment may be used as intended with respect to the PEG Channels specified in Subsection 6.1.1, including, among other things, so that live and taped programming can be cablecast efficiently over those Channels to Subscribers.

6.1.5. If the County hereafter requires another cable operator in the County to carry fewer County PEG Channels than the number specified in Subsection 6.1.1, the Franchisee shall be required to carry the same number of PEG Channels as such other cable operator rather than the number specified in Subsection 6.1.1.

6.1.6. This Subsection shall constitute authorization to Franchisee to transmit such programming within and without the County. Franchisee shall initially assign the PEG Channels on its channel line-up at channel 49 or below in its reasonable discretion. If a PEG Channel provided under this Section is not being utilized by the County, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as County elects, in its sole discretion, to utilize the PEG Channel for its intended purpose. In the event that the County determines to use such PEG Channel, the County shall provide Franchisee with one hundred twenty (120) days prior written notice of such request.

6.1.7. County PEG Channel assignments shall be uniform throughout all areas served by the Franchisee within the territorial limits of Prince George's County. Franchisee shall not arbitrarily or capriciously change PEG Channel assignments, and the Franchisee shall seek to minimize the number of such changes; provided, however, that Franchisee may change such PEG Channel assignments as it deems appropriate so long as (a) the Franchisee gives the Access Channel programmer ninety (90) days' notice of such change if commercially practicable but in no event less than forty-five (45) days; and (b) Franchisee provides, free of charge, public announcements of such changes that shall include (i) to the extent Franchisee has advertising availability, advertising such PEG Channel changes on advertising inserts on local channels carrying non-satellite programming in prime time at least thirty seconds per day for the time period of thirty (30) to fifteen (15) days prior to such change and two minutes per day for the fourteen (14) days prior to such change, and (ii) providing notice

of such changes in at least two (2) monthly Subscriber bill inserts prior to such change if commercially practicable, but in no event less than one (1) Subscriber bill insert; provided, however, that such bill inserts shall not be necessary in the event the Franchisee provides the requisite notice of such changes in a letter to all Subscribers separate from their bills. Anything herein to the contrary notwithstanding, except as may be required by Applicable Law, no PEG Channel assignment may be changed more than one (1) time in any twenty-four (24) month period without the express, written consent of the County or the Participating Municipality, as the case may be, which consent shall not be unreasonably withheld, delayed or conditioned.

6.1.8. Public Access Channel(s) shall be for the display of noncommercial public, educational and governmental programming produced or sponsored locally by residents, organizations and institutions within the County and Participating Municipalities, or as authorized by the County, as to County PEG Channels, or as authorized by the Participating Municipality, as to Municipal PEG Channels. The County or the Participating Municipality, as the case may be, may adopt reasonable rules regarding the use of such Channel(s).

6.1.9. Educational Access Channel(s) shall be for the noncommercial use of the educational community of the County and/or other jurisdictions within the County, or as authorized by the County, as to County PEG Channels, or as authorized by the Participating Municipality, as to Municipal PEG Channels. The County or the Participating Municipality, as the case may be, may adopt reasonable rules regarding the use of such Channel(s).

6.1.10. Governmental Access Channel(s) shall be for the noncommercial use of the County and/or the other jurisdictions within the County, or as authorized by the County as to County PEG Channels or as authorized by the Participating Municipality as to Municipal PEG Channels. The County or the Participating Municipality, as the case may be, may adopt reasonable rules regarding the use of such Channel(s).

6.1.11. Franchisee shall use reasonable efforts to interconnect its Cable System with the existing cable operator(s) for PEG programming delivery purposes. Prior to the Service Date, the Franchisee shall initiate interconnection negotiations with the existing cable operator(s) to cablecast public, educational and governmental access programming consistent with this Franchise. Interconnection may be accomplished by direct cable, microwave link, satellite or other reasonable method of connection. Franchisee shall negotiate in good faith with existing cable operator(s) respecting reasonable, mutually convenient, cost-effective, and technically viable interconnection points, methods, terms and conditions. The County shall require the existing cable operator(s) to provide such interconnection to the Franchisee on reasonable terms and conditions. The Franchisee and the existing cable operator(s) shall negotiate the precise terms and conditions of an interconnection agreement. The County shall use its best efforts to facilitate these negotiations. If Franchisee is unable to reach such an agreement within thirty (30) days after requesting in writing to interconnect with other local cable operator(s), upon request of Franchisee, the County shall assist in mediating disputes. If no agreement is reached within an additional thirty (30) days, the County shall designate the point of interconnection with the objective of designating an interconnection point at the closest technically feasible location on Franchisee's Cable System permitting the transmission of high quality signals between cable systems for the least cost.

6.1.12. Franchisee shall accommodate the potential migration of PEG programming to digital formats, as follows:

6.1.12.1. Franchisee shall provide the PEG Channels in analog form as long as Franchisee continues to transmit on the Basic Service Tier any Video Programming in analog form.

6.1.12.2. Franchisee shall also simulcast the same PEG Channels in standard-definition television (SDTV) digital format, as long as Franchisee continues to transmit any video programming in SDTV format. Franchisee shall encode and transmit the PEG Channels from the point where Franchisee acquires the signal to Subscribers in such a way that the signals originally provided to Franchisee suffer no greater degradation during such transmission than do any other signals on the Cable System in their transmission by Franchisee to Subscribers.

6.1.12.3. PEG content providers may provide Franchisee with their programming in either analog or digital form, at the PEG content provider's option. Franchisee shall provide and maintain all equipment needed to convert PEG analog video feeds to Franchisee's digital format, or to convert PEG digital video feeds (such as Serial Digital Interface) to Franchisee's analog format, for simulcast.

6.2 *PEG/INET Grant:*

6.2.1 Franchisee shall provide an annual grant to the County and Participating Municipalities, as set forth in Subsection 6.2.2 hereof, to be used by the County and the Participating Municipalities, as the case may be, exclusively for PEG costs and/or Institutional Network-related purposes (the "Annual PEG/I-Net Grant"), including, but not limited to, costs for studio facilities, studio and portable production equipment, editing equipment and program playback equipment, I-Net equipment or capacity, computers, dark fiber, and other costs associated with the PEG/I-Net (including I-Net maintenance costs), or any other PEG or I-Net item capitalized, or eligible for capital treatment, in the accounts of the County, a Participating Municipality, or a PEG entity incurring or recording the cost related thereto, as the case may be, in accordance with generally accepted accounting principles.

6.2.2 The Annual PEG/I-Net Grant shall be payable as follows: three percent (3%) of Gross Revenues, paid at the same time as the Franchise Fee. Calculation of the Annual PEG/I-Net Grant will commence with the first calendar month during which Franchisee obtains its first Subscriber in the Service Area. The Annual PEG/I-Net Grant is in addition to the five percent (5%) Franchise fee.

6.2.3 Franchisee shall make PEG/I-Net payments directly to the County and each Participating Municipality. Franchisee shall devise an internal method of identifying the correct Subscriber source of each PEG/I-Net Grant payment based upon each address to which Cable Service is provided. All such determinations shall be subject to verification and audit by the County and the Participating Municipalities.

6.2.4 Within one hundred eighty (180) days after the close of each fiscal year of the County and the Participating Municipality, the County and the Participating Municipality, as the

case may be, shall provide Franchisee with an accounting of the distribution of funds granted pursuant to this Section 6.2 for such fiscal year.

6.2.5 If requested by the County, the Franchisee shall enter into a support agreement with a Public Benefit Corporation or other nonprofit, third-party access management entity specified by the County to provide payments of up to one percent (1%) of Gross Revenue to such access management entity. Such payments, if required, shall be subtracted from the amount otherwise payable to the County by the Franchisee in accordance with Subsection 6.2.2. If, however, it should be held in any competent forum that such payments to the third-party access manager must be considered a franchise fee within the meaning of 47 U.S.C. § 542 or otherwise offset against the five percent (5%) federal limit on franchise fees, then such support agreement shall be null and void, and the one percent (1%) amount specified in this Subsection shall instead be paid to the County as part of a three percent (3%) Annual PEG/I-Net Grant pursuant to Subsection 6.2.2.

6.3 The County shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the County and the Participating Municipalities, from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. County shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. Section 531.

6.4 *Editorial Control:* Except as expressly permitted by federal law, the Franchisee shall not exercise any editorial control over the content of programming on the designated PEG Access Channels (except for such programming as the Franchisee may produce and cablecast on such Channels).

6.5 *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the Annual PEG/INET Grant, the I-Net/Supplemental Grant and any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers. The parties agree that any costs to Franchisee associated with the provision of support for PEG access pursuant to this Agreement, and any other payments made to the County pursuant to Article 6 of this Agreement, do not constitute and are not part of a Franchise fee, and fall within one or more of the exceptions to 47 U.S.C. § 542.

6.6 *Audit:* The provisions set forth in Article 7 of this Agreement shall apply to the determination, payment, audit, and collection of all payments required pursuant to this Article 6.

6.7 *I-Net/Supplemental Grant*: Franchisee shall provide, during the term of this Agreement and any extensions hereof, an annual grant to the County and to each Participating Municipality, as the case may be, for the maintenance, extension, improvement, and enhancement of the County's I-Net system, in the amount of 0.18% of Gross Revenues (the "I-Net/Supplemental Grant"), which shall be paid at the same time as the Franchisee Fee. Calculation of the I-Net/Supplemental Grant will commence with the first calendar month during which Franchisee obtains its first subscriber in Prince George's County or in any Participating Municipality. This annual I-Net Supplemental Grant is in addition to any other amounts payable by Franchisee to the County or a Participating Municipality pursuant to this Agreement or franchise granted by a Participating Municipality. The I-Net/Supplemental Grant shall be used for the purposes stated hereinabove, including, but not limited to, the connection to the I-Net of certain County facilities and Participating Municipalities which presently are not connected thereto, the relocation of County and Participating Municipality I-Net connections, additional I-Net connections for the County and the Participating Municipalities, and for other services, improvements, costs, and programs related to the County's and Participating Municipalities' I-Nets and associated facilities and services.

7. FRANCHISE FEES

7.1. *Franchise Fee Payments*: Franchisee shall pay to the County, and each Participating Municipality, as the case may be, on a quarterly basis, a Franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under this Agreement for the computation of the Franchise fee shall be made on a calendar year basis. Such payments shall be made no later than thirty (30) days following the end of each of Franchisee's fiscal quarters. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise fee remittances within 90 days following the close of the quarter for which such payments were applicable.

7.2. *Supporting Information*: Each Franchise fee payment shall be accompanied by a supporting detail certified by a financial representative of Franchisee showing the basis for the computation and the total amount of monthly Gross Revenue for the payment period.

7.3. *Limitation on Franchise Fee Actions*: The period of limitation for recovery of any Franchise fee payable hereunder shall be five (5) years from the date on which payment by Franchisee is due.

7.4. *Audit*: The County shall have the right to audit the Franchisee's Franchise fee payments as provided in Section 5A-111(f) of the Cable Code. Any such audit fees paid by the County shall not be determined based on a percentage of audit findings basis. Further, the Franchisee shall be required to only reimburse the County's reasonable and verifiable audit expenses in an amount not to exceed fifty thousand dollars (\$50,000) per audit, adjusted annually for inflation based on the annual average of the Consumer Price Index for all urban consumers for the Washington-Baltimore MSA, as published by the Bureau of Labor Statistics. Participating Municipalities may join in audits conducted by the County by having the County's auditor audit franchise fee payments to them.

7.5.Bundled Services: If Franchisee bundles Cable Service with Non-Cable Service, Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading the Franchise fee payments under this Agreement. In the event that the Franchisee or any Affiliate shall bundle, tie, or combine Cable Services (which are subject to the franchise fee) with Non-Cable Services (which are not subject to the franchise fee), so that Subscribers pay a single fee for more than one class of service or receive a discount on Cable Services, a reasonable *pro rata* share of the revenue received for the bundled, tied, or combined services shall be allocated to gross revenues for purposes of computing the franchise fee. To the extent that charges can be calculated on a stand alone rate and it is practicable to do so, the *pro rata* share shall be computed on the basis of the published charge for each of the bundled, tied, or combined services, when purchased separately. However, in the event that legislation or regulations require same, the parties agree that tariffed telecommunications services that cannot be discounted under state or federal law or regulation are excluded from the bundled discount allocation obligations in this Section.

7.6.No Limitation on Taxing Authority:

7.6.1. Nothing in this Agreement shall be construed to limit any authority of the County to impose any tax, fee, or assessment of general applicability.

7.6.2. The Franchise fee payments required by this Section shall be in addition to any and all taxes of a general nature or other fees or charges which the Franchisee shall be required to pay to the County or to any state or federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of the Franchisee. The Franchisee shall not have or make any claim for any deduction or other credit of all or any part of the amount of said Franchise fee payments from or against any of said County taxes or other fees or charges which the Franchisee is required to pay to the County, except as required by law or expressly provided in this Agreement. The Franchisee shall not apply nor seek to apply all or any part of the amount of said Franchise fee payments as a deduction or other credit from or against any of said County taxes or other fees or charges, each of which shall be deemed to be separate and distinct obligations of Franchisee, nor shall the Franchisee apply or seek to apply all or any part of the amount of any of said taxes or other fees or charges as a deduction or other credit from or against any of its Franchise fee obligations, each of which shall be deemed to be separate and distinct obligations of the Franchisee. The Franchisee may designate a Franchise fee as a separate item in any bill to a Subscriber, but shall not designate or characterize it as a tax.

8. CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit D.

9. REPORTS AND RECORDS

9.1.*Open Books and Records:* Subject to Applicable Law, upon reasonable written notice to Franchisee, which shall be no less than thirty (30) days, the County shall have the right to require Franchisee to provide, at Franchisee's expense, and to inspect and copy at any time during Normal Business Hours and on a nondisruptive basis at a mutually agreed location in the County, all books and records, including all documents in whatever form maintained,

including electronic media (“books and records”) to the extent that such books and records relate to the Cable System or to Franchisee’s provision of Cable Service in the Service Area which the County reasonably deems necessary and appropriate to monitor or ensure compliance with the terms of this Agreement. Such notice shall specify the purpose of the review, so that Franchisee may organize the necessary books and records for appropriate access by the County. Franchisee shall not be required to disclose any of its or an Affiliate’s books and records not relating to the provision of Cable Services in the County.

9.2.If any books, records, maps, plans, or other requested documents are too voluminous, not available locally in the County, or for security reasons cannot be copied and moved, then the Franchisee may request that the inspection take place at a location mutually agreed to by the County and Franchisee, provided that (i) Franchisee must make necessary arrangements for copying documents selected by the County after its review; and (ii) the Franchisee must pay all travel and additional copying expenses incurred by the County in inspecting those documents or having those documents inspected by its designee.

9.3.Proprietary Books and Records:

9.3.1. If Franchisee believes that the requested information is confidential and proprietary, the Franchisee must provide the following documentation to the County: (i) specific identification of the information; (ii) statement attesting to the reason(s) Franchisee believes the information is confidential; and (iii) statement that the documents are available at the Franchisee’s designated offices for inspection by the County. The County shall take reasonable steps, consistent with Applicable Law, to protect the proprietary and confidential nature of any books, records, Service Area maps, plans, or other County-requested documents that are provided pursuant to this Agreement to the extent they are designated as such by Franchisee.

9.3.2. Subsection 9.3.1 and Section 9.5 shall in no way limit the County’s right to copy any and all necessary documents of Franchisee (the “Auditing Documents”) to enable the County to conduct an audit of the Franchisee’s Franchise fee payments pursuant to Section 7.4; provided, however, that if the County receives a demand from any Person for disclosure of any Auditing Documents designated by Franchisee as confidential, then the County shall provide the Franchisee with sufficient notice of any such disclosure requests and with a copy of such written request made by the Person demanding access to the Auditing Documents, such that the Franchisee has sufficient time to seek protection of such Auditing Documents from public inspection under the Maryland Public Information Act. Unless otherwise ordered by a court or agency of competent jurisdiction, the County agrees, to the extent permitted by state and federal law, that it shall deny access to the Franchisee’s information marked confidential as set forth above to any Person.

9.3.3. Any such documents copied pursuant to Subsection 9.3.2 shall be returned to Franchisee once the County’s audit is completed and all amounts determined to be due and owing to the County have been paid.

9.4.The Franchisee shall take all reasonable steps required to ensure that it is able to provide the County with all information that must be provided or may be requested under this

Agreement or Applicable Law, including the issuance of appropriate subscriber privacy notices. Franchisee shall be responsible for redacting any data that Applicable Law prevents it from providing to the County. Nothing in this Section shall be read to require Franchisee to violate federal or state law protecting subscriber privacy.

9.5. Copying of Books and Records: Subject to Section 9.3 above, the County shall have the right to copy any books and records, except to the extent that such books and records are proprietary and/or confidential pursuant to the Maryland Uniform Trade Secrets Act or other Applicable Law.

9.6. Complete and Accurate Records: Franchisee shall keep complete and accurate books of account and records of its business and operations under and in connection with this Agreement.

9.7. Retention of Materials: Unless otherwise provided in this Section, all materials and information specified in this Section shall be maintained until the later of five (5) years or until any audit including such information has been completed and any amounts found to be due and owing to the County have been paid.

9.8. Communication with Regulatory Agencies:

9.8.1. If and to the extent requested by the County, Franchisee shall file with the County, in form acceptable to the County, all reports and materials submitted to the FCC, the Security and Exchange Commission, or any other federal or state regulatory commission or agency, including, but not limited to, any proof of performance tests and results, Equal Employment Opportunity reports, and all petitions, applications, and communications of all types regarding the Cable System, or a group of cable systems of which the Cable System is a part, submitted by Franchisee, an Affiliate of Franchisee, or any other person on behalf of Franchisee.

9.8.2. Materials filed with the County pursuant to Subsection 9.8.1. shall be submitted by Franchisee, an Affiliate, or any other person on behalf of Franchisee at the time they are submitted to the receiving agency.

9.9. Uses of System: Franchisee will notify the County of all products and Cable Services offered over the Cable System as promptly as practicable after each such product or Cable Service is instituted.

9.10. Annual Report: Unless this requirement is waived in whole or in part by the County, by April 1st of each year for the previous calendar year, Franchisee shall submit a written report to the County, in a form directed by the County, which shall include:

9.10.1. The summary of the previous calendar year's activities in development of the Cable System provided pursuant to Section 5A-112(d)(1) of the Cable Code shall be subject to the confidentiality provisions of Subsection 9.3.1. above:

9.10.2. A summary of complaints, identifying both the number and nature of the complaints received and an explanation of their dispositions, to the extent such

records are kept by Franchisee. Where complaints involve recurrent system problems, the nature of each problem and the corrective measures taken shall be identified;

9.10.3. A report showing the number of service calls received by type during the prior quarter, and the percentage of service calls compared to the Subscriber base by type of complaint;

9.10.4. A certification of compliance with applicable customer service standards. If Franchisee is in non-compliance with any standard during any calendar quarter, it shall include in its annual filing a statement specifying the areas of non-compliance, the reason for the non-compliance, and a remedial plan;

9.10.5. A copy of Franchisee's rules and regulations applicable to Subscribers of the Cable System;

9.10.6. (i) Franchisee's annual financial statements audited by an independent certified public accountant; which will include gross revenues for the year in question; (ii) a copy of Verizon Communications Inc.'s (the Franchisee's parent) 10-K report; and (iii) a statement of Gross Revenues for the previous calendar or fiscal year, certified by an officer of Franchisee or an Affiliate showing Subscriber revenue for every category of Service and every material category of non-Subscriber revenues;

9.10.7. A list of Persons holding five percent (5%) or more of the voting stock or interests of Franchisee and the nature of said interest;

9.10.8. An annual list of officers and members of the board of directors or similar controlling body of Franchisee and any Affiliates;

9.10.9. A summary of the result of, and/or, at Franchisee's option, copies of the System's technical tests and measurements performed during the past year; and

9.10.10. A full schedule of Franchisee's Cable Service rates, fees and charges.

9.11. *Quarterly Report:* Beginning six (6) months after the Service Date and unless this requirement is waived in whole or in part by the County after this initial waiver, no later than forty five (45) days after the end of each calendar quarter, Franchisee shall submit a written report to the County regarding the preceding quarter, in a form acceptable to the County, which shall include:

9.11.1. The active Cable System plant in miles, specifying aerial and underground mileage;

9.11.2. The new Cable System segments built, in miles, if any, specifying aerial and underground mileage;

9.11.3. The number of Subscribers and the penetration rate for each type of service and equipment offered;

9.11.4. The number of Subscriber service disconnections;

9.11.5. The number of outages, identifying separately:

9.11.5.1. Each outage; whether planned or unplanned; the time it occurred, its duration, when the Franchisee responded and when the outage was corrected; and a description of the Subscribers affected;

9.11.5.2. In addition, for each unplanned outage: its cause, the number of Subscribers affected; and

9.11.5.3. The total hours of outages as a percentage of total hours of Cable System operation.

9.11.6. The number of cases in which installation was not provided within the time established in this Agreement;

9.11.7. The average telephone answering and hold times, and the number of instances in which those telephone answering and hold times exceeded the time limits established in this Agreement;

9.11.8. The percentage of customer calls that received a busy signal;

9.11.9. The number of times in which interruptions of service were not in compliance with the times established in the customer service standards in this Agreement; and

9.11.10. The number of times scheduling and completing customer service did not occur in accordance with the customer service standards in this Agreement.

9.12. *Special Reports:* Unless this requirement is waived in whole or in part by the County, Franchisee shall deliver the following special reports to the County not more than ten (10) business days after the occurrence of the event:

9.12.1. A copy of any notice of deficiency, forfeiture, or other document issued by any state or federal agency instituting any investigation or civil or criminal proceeding regarding the Cable System, Franchisee, or any Affiliate of Franchisee, to the extent the same may affect or bear on operations in the County. This material shall be submitted in accordance with the deadlines specified in Section 5A-112 of the Cable Code; and

9.12.2. A copy and brief explanation of any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the Franchisee or by any partnership or corporation that owns or controls the Franchisee directly or indirectly.

9.13. *Additional Reports:* Franchisee shall provide such other information or reports as the County may request for the purpose of enforcing or monitoring compliance with any provision of the Franchise Agreement or the Cable Code. Franchisee shall, within sixty (60) days of the Effective Date, file the documents required to obtain all necessary federal, state and local licenses, permits, and authorizations required for the conduct of the operation of the Cable

System, and shall submit monthly reports to the County's Director of the Office of Information Technology and Communications on progress in this respect until all such documents are in hand.

9.14. *Records Required:* Franchisee shall at all times maintain:

9.14.1. Records of all complaints received for a period of three years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded shall not be limited to complaints requiring an employee service call;

9.14.2. Records of outages for a period of three years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.14.3. Records of service calls for repair and maintenance for a period of three years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.14.4. Records of installation/reconnection and requests for service extension for a period of three years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.14.5. A public file showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

10. **INSURANCE AND INDEMNIFICATION**

10.1. *Insurance Coverages and Limits:* During the Term of this Agreement and any period of removal (if any) of the Cable System following the end of the Term, Franchisee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, in a form acceptable to the County Executive or his designee, the following types and minimums or limits of insurance:

10.1.1. Workers' compensation insurance meeting Maryland statutory requirements and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000) for each accident.

10.1.2. Commercial general liability insurance with minimum limits of Ten Million Dollars (\$10,000,000) as the combined single limit for each occurrence and in the aggregate of bodily injury, personal injury, and property damage. The policy shall provide contractual liability insurance, and shall include coverage for products and completed operations liability, independent contractor's liability, and property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

10.1.3. Technology liability coverage for loss or damage arising out of publications or utterances in the course of or related to advertising, broadcasting, telecasting, or other communication activities conducted by or on behalf of Franchisee with minimum limits of Five Million Dollars (\$5,000,000) as the combined single limit for each wrongful act and in the aggregate, of bodily injury, personal injury, and property damage arising out of the content of material disseminated by Franchisee.

10.1.4. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Franchisee and its employees, with personal protection insurance and property protection insurance to comply with the provisions of the Maryland no-fault insurance law, with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

10.2. *Types of Policies:* The coverage amounts set forth in Section 10.1 may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

10.3. *Period of Coverage:* The liability insurance policy or policies required by Section 10.1 shall:

10.3.1. Be maintained by the Franchisee throughout the Term of this Agreement and such other period of time during which the Franchisee operates or is engaged in the removal of the Cable System, whichever period is longer, and for one hundred twenty (120) Days thereafter; and

10.3.2. Provide coverage for acts and omissions occurring throughout the Term of this Agreement and such other period of time during which the Franchisee operates or is engaged in the removal of the Cable System.

10.4. *Insurance Companies:* All insurance shall be effected under valid and enforceable policies, issued by insurers licensed to do business by the State of Maryland or surplus line carriers on the Maryland Insurance Commissioner's approved list of companies qualified to do business in Maryland. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

10.5. *Additional Insureds:* All insurance policies, except for workers' compensation and technology liability policies, shall name "Prince George's County, Maryland, a body corporate and politic of the State of Maryland and all associated, affiliated, allied and subsidiary entities of the County, now existing or hereafter created, and their respective elected officials, officers, boards, commissions, employees, agents and, as their respective interests may appear," and shall to the same extent and degree include all Participating Municipalities, as additional insureds (referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds under this Agreement shall contain cross-liability wording, as follows or with the same effect:

“In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder, except as it pertains to the limits of liability.”

10.6. *Evidence of Insurance:* On or before the Effective Date, and annually thereafter, and at any time of any material and adverse policy change or cancellation during the term of this Agreement, certificates of insurance for each insurance policy required to be obtained by Franchisee in compliance with this Agreement shall be filed and maintained with County. The acceptance of a form of certificate by the County shall not change or reduce Franchisee’s obligation to provide the required insurance pursuant to Section 10.1.

10.7. *Endorsement:* Each such liability insurance policy or an endorsement thereto shall contain the following statement: “It is hereby understood and agreed that this policy may not be cancelled or not renewed by the carrier nor the intention not to renew be stated until thirty (30) days after receipt by the County, by U.S. mail, postage prepaid, of a written notice of such intent to cancel or not to renew, except for cancellation due to the nonpayment of premiums, for which such notice shall be not less than ten (10) days.” Prior to said cancellation or failure to renew, the Franchisee shall obtain one (1) or more replacement insurance policies and shall furnish copies of the certificate of insurance therefor to the County.

10.8. *Notice of Expiration:* As soon as reasonably practicable following the renewal of any insurance policy required of the Franchisee by this Section, the Franchisee shall provide to the County evidence acceptable to the County Executive or his designee of the renewal or replacement of the policy. Further, the Franchisee shall notify the County of any materially adverse modification of the coverages and other requirements of this Article 10 or the discontinuation of coverage under any such policy, together with a plan to correct such modification or discontinuation, within ten (10) business days after receipt of notice of such discontinuance.

10.9. *Insurance Primary; Not Limiting:* The legal Liability of the Franchisee or any Affiliate to the County or any Person for any of the matters which are the subject of the liability insurance policies required by Section 10.1, including, without limitation, the Franchisee’s indemnification obligation set forth in Section 10.12 of this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts under such policies, except to the extent necessary to avoid duplicative recovery from or payment by the Franchisee.

10.10. *Review of Limits:* Commencing on the fifth anniversary of the Effective Date and once every five (5) years thereafter during the Term of this Agreement, the County may review the insurance coverages to be carried by Franchisee. If the County reasonably determines that additional coverages or higher limits of coverage are reasonably necessary to protect the interests of County, the Additional Insureds, or the public, the County shall notify the Franchisee of its determination, and the County and Franchisee shall negotiate for appropriate modifications in coverages or limits. The Franchisee shall obtain and maintain such mutually agreed to modified insurance at its sole cost and expense.

10.11. *Group Coverages:* Franchisee may meet the insurance requirements of Section 10.1 by participating in, or being included in, or by being covered under policies covering multiple Affiliate entities. All of the insurance related provisions of this Agreement shall apply to such multiple Affiliate policies as the same would apply any policy issued separately to the Franchisee to meet its obligations hereunder.

10.12. *Indemnification:* The County shall give Franchisee written notice of a matter requiring indemnification hereunder as soon as possible, but in no event more than thirty (30) days after the date the County receives notice, or otherwise is made aware, of such matter. Such notice shall in any event be delivered to Franchisee sufficiently in advance of the time for Franchisee's response to a third party claim in order that Franchisee will be able to timely respond and the defense against such claim will not be prejudiced. Upon receipt of timely notice Franchisee shall:

10.12.1. Defend, indemnify and hold harmless the County, each Participating Municipality, and their respective elected officials, officers, employees, agents, boards, and commissions, from and against all Liabilities, special, incidental, consequential, punitive and all other damages, costs and expenses arising out of or resulting from Franchisee's:

10.12.1.1. construction, maintenance, repair, upgrade, enhancement, rebuild or removal of the Cable System and conduct of the operation of the Cable System; and

10.12.1.2. except as provided in Section 10.15 below, distribution of any Cable Service over the Cable System, including but not limited to any claim against the Franchisee for invasion of the right of privacy, defamation of any Person or the violation or infringement of any copyright, trade mark, trade name, service mark, or patent, or of any other intellectual property right of any Person.

10.13. *Defense and Settlement:* In any action in which the Franchisee defends the County, the Franchisee shall consult with the County prior to proposing, accepting, or rejecting a settlement and prior to filing any pleading which might estop the County with respect to any question of fact or law. Franchisee shall provide the defense of any claims brought against the County by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the County, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the County from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with the County, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement include the full release of the County and the County does not consent to the terms of any such proposed settlement or compromise, Franchisee shall not settle the claim or action, but its obligation to indemnify the County shall in no event exceed the amount of such proposed settlement.

10.14. *Limitations on Indemnification:* As between the County and the Franchisee or any Affiliate, the foregoing Liability and indemnity obligations of the Franchisee

pursuant to this Agreement shall not apply to:

10.14.1. Any willful misconduct or negligence of any County elected official, officer, employee, agent, attorney, consultant or independent contractor causing any claim or damages;

10.14.2. Any Liability arising out of the content of Cable Services over the Governmental Channels, including any emergency alert system to the extent that such claims do not arise out of Franchisee's willful misconduct or negligence; or

10.14.3. Any Liability arising out of the content of Cable Services over Public Access Channels and Educational Channels to the extent that such claims do not arise out of Franchisee's willful misconduct or negligence;

10.15. *County's Liability:* The County shall be responsible, and shall hold indemnify and hold harmless the Franchisee, for the willful misconduct and negligent actions of its elected officials, officers, employees and agents subject to, and to the extent of, all defenses, immunities, limitations, and provisions of Applicable Law, including, but not limited to, the Local Government Tort Claims Act. In addition, the County shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the County for which the County is legally responsible, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the County for acts of the County which constitute willful misconduct or negligence, on the part of the County, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

11. TRANSFER OF FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. Section 537, no Transfer shall occur without the prior consent of the County, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of Franchisee in this Agreement or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.51 above.

11.1. *Affiliate Transfers:* In the event that Franchisee transfers the Franchise to an Affiliate or the Control of Franchisee is transferred to an Affiliate as provided in Subsection 1.51.2 above:

11.1.1. Franchisee shall guaranty the performance of this Agreement by such Affiliate; provided, however, that Franchisee may request the County to release said guaranty and the County shall act upon such request as promptly as reasonably possible. In considering such request, the County shall make its decision as to whether or not to release said guaranty by and upon evaluating the financial qualifications of the assignee or transferee. Franchisee shall provide the County with such information as may be reasonably required for the County to make such evaluation. Subject to Franchisee's compliance with such obligation, the County shall conduct such evaluation and reach its decision as promptly as practicable and shall not unreasonably withhold, delay or deny its consent to the release of said guaranty. Upon

making its decision, the County shall promptly deliver to Franchisee written notice thereof. If the County shall agree to release said guaranty, it shall promptly deliver to Franchisee a written document evidencing such release of said guaranty; and

11.1.2. The transferee parent or Affiliate shall:

11.1.2.1. Notify the County of the transfer at least sixty (60) days before the transfer occurs and, at that time, describe the nature of the transaction and submit complete information describing who will have direct and indirect ownership and control of the Cable System after the transaction. Franchisee may also provide such notice;

11.1.2.2. Warrant that it has read, accepts, and agrees to be bound by each and every term of this Agreement;

11.1.2.3. Agree to assume all responsibility for all liabilities, acts and omissions, known and unknown, of its predecessor Franchisee, for all purposes, including renewal;

11.1.2.4. Agree that the transfer shall not permit it to take any position or exercise any right which could not have been exercised by its predecessor Franchisee;

11.1.2.5. Warrant that the transfer will not substantially increase the financial burdens or substantially diminish the financial resources available to Franchisee, or otherwise adversely affect the ability of Franchisee to perform this Agreement; and

11.1.2.6. Notify the County that the transfer is complete within five (5) business days of the date the transfer is completed (Franchisee may also provide such notice).

11.2. *Cost Reimbursement:* To the extent that County's consent to a Transfer of Franchise is required, Franchisee (or transferee) shall reimburse County for reasonable expenses incurred in reviewing that the transferee has the technical, legal, financial and operational ability to operate the Cable System to provide Cable Service. In no case shall Franchisee reimburse County for expenses exceeding \$15,000. This supplements Section 5A-115 of the Cable Code.

12. **RENEWAL OF FRANCHISE**

12.1. *Communications Act:* The County and Franchisee agree that any proceedings undertaken by the County that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. Section 546.

12.2. *Informal Renewal:* Notwithstanding anything to the contrary set forth herein, Franchisee and the County agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the County and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the County may grant a renewal thereof.

12.3. Franchisee and the County consider the terms set forth in this Article 12 to be consistent with the express provisions of 47 U.S.C. Section 546.

13. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

13.1. *Noncompliance Notice:* In the event that the County believes that Franchisee has not complied with the terms of this Agreement or the Cable Code, the County shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem, the County shall notify Franchisee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2. *Franchisee’s Right to Cure or Respond:* Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the County, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by the nature of the noncompliance, such noncompliance cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the County of the steps being taken and the date projected that they will be completed.

13.3. *Further Investigation or Notice of Violation:* In the event that (1) Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (2) in the event that Franchisee has not remedied the alleged noncompliance within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, if it intends to continue the investigation into the default, then the County shall provide Franchisee at least thirty (30) days written notice of its intention to continue the investigation, or if the County does not intend to continue the investigation and believes that a violation has occurred it shall provide Franchisee with a written notice specifying the nature and extent of the violation (“Notice of Violation”).

13.4. *Enforcement:* Subject to applicable federal and state law, in the event that after the expiration of thirty (30) days after the Notice of Violation Franchisee is still in default, the County may:

13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

13.4.3. Collect amounts due, including by drawing on the Performance Bond pursuant to Section 13.7 hereof or the Letter of Credit pursuant to Section 13.8 hereof if any amounts due are not timely paid after notice and, to the extent applicable, as provided in Section 5A-114(c) of the Cable Code.

13.4.4. In the case of a substantial material default of a material provision of this Agreement or the Cable Code, seek to revoke the Franchise in accordance with Section 13.5.

13.5. *Revocation:* Should the County seek to revoke the Franchise after following the procedures set forth in Sections 13.1 through 13.4 above, the County shall follow the

procedures of Section 5A-114(g)(3) of the Cable Code, provided that Franchisee shall have ninety (90) days from receipt of the notice under Section 5A-114(g)(3)(A) of the Cable Code to respond or to object in writing and to state its reasons for such objection. The County shall cause to be served upon the Franchisee, at least thirty (30) business days prior to a public hearing under Section 5A-114(g)(3)(A) and (D) of the Cable Code, a written notice specifying the time and place of such hearing and stating its intent to consider whether the Franchise should be revoked.

13.5.1. At the designated hearing under Section 5A-114(g)(3)(A) and (D) of the Cable Code, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. A complete verbatim record and/or a transcript shall be made of such hearing.

13.5.2. Following the public hearing under Section 5A-114(g)(3)(A) and (D) of the Cable Code, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing. If the County Council determines that the Franchise shall be revoked, the County shall promptly provide Franchisee with a written decision setting forth its reasoning. To the extent permitted by Applicable Law, Franchisee may challenge such determination of the County Council to an appropriate court. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the determination of the County Council.

13.5.3. The County may, at its sole discretion, take any lawful action which it deems appropriate to enforce the County's rights under the Franchise in lieu of revocation of the Franchise.

13.6. *Franchisee Termination:* Notwithstanding Section 5A-103(c)(2) of the Cable Code, Franchisee shall have the right to terminate the Franchise and this Agreement and all obligations hereunder within ninety (90) days after the end of three (3) years from the Service Date of this Franchise, if at the end of such three (3) year period Franchisee does not then in good faith believe it has achieved a commercially reasonable level of Subscriber penetration on its Cable System and it also terminates its other franchises and cable franchise agreements in the State of Maryland. Franchisee may consider Subscriber penetration levels outside the Franchise Area in this determination. Notice to terminate under this Section 13.6 shall be given to the County in writing, with such termination to take effect no sooner than one hundred and twenty (120) days after giving such notice. Franchisee shall also be required to give its then current Subscribers not less than ninety (90) days prior written notice of its intent to cease Cable Service operations.

13.7. *Performance Bond:* On or before the Effective Date, the Franchisee shall provide the County with security for the performance of this Agreement in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000). The form of this security may, at Franchisee's option, be a performance bond, letter of credit, cash deposit, cashier's check or any other security acceptable to the County. If Franchisee posts a performance bond ("Performance Bond") the Performance Bond shall be in the form attached to this Agreement as Exhibit E. The Performance Bond shall be issued by a surety meeting the requirements of Section 10.4. In the event that a Performance Bond provided pursuant to this Agreement is not renewed or is cancelled, Franchisee shall provide new security pursuant to this Section within thirty (30) days

of such cancellation or failure to renew.

13.7.1. *Cancellation by Surety*: Neither cancellation, nor termination nor refusal by surety to extend the Performance Bond, nor inability of the Franchisee to file a replacement bond or replacement security for its obligations, shall constitute a loss to the County recoverable under the bond.

13.7.2. *Confirmation of Withdrawals*: Within five (5) days after a draw, County shall notify the Franchisee of the date and amount of the draw.

13.8. *Security Fund*:

13.8.1. In addition to the Performance Bond required pursuant to Section 13.7 above, Franchisee shall post a security fund with the County in the form of a letter of credit or cash, as determined in the sole discretion of Franchisee, in the amount of Twenty Thousand Dollars (\$20,000)(the "Security Fund"). A letter of credit shall be in a form reasonably acceptable to the County. The Security Fund shall be used to: (i) ensure the faithful performance by Franchisee of its obligations under this Agreement and compliance with all orders, permits, and directions of any agency of the County having jurisdiction over Franchisee's acts or defaults under the Cable Code; (ii) payment of any claims, liens, and taxes due to the County that arise by reason of the operation or maintenance of the Cable System; (iii) failure of Franchisee to pay the County sums due under the provisions of this Agreement and the Cable Code; (iv) reimbursement of costs borne by the County to correct Franchisee violations not corrected by Franchisee after notice and the opportunity to cure as provided herein; and (v) monetary remedies, penalties, or damages assessed against Franchisee due to Franchisee violations. If the Franchise is revoked for cause by reason of the default of Franchisee under the Cable Code and Section 13.5 of this Agreement, the Security Fund deposited under this Section shall become the property of the County. If there is no outstanding default by Franchisee at the end of one hundred eighty (180) days after the termination of the Franchise, Franchisee shall be entitled to the return of all or any part of the Security Fund that remains on deposit and to any accrued interest.

13.8.2. Within five (5) days after a draw, County shall notify the Franchisee of the date and amount of, and reason for, the draw. In the event that the Security Fund is in the form of cash, amounts withdrawn from the Security Fund pursuant to this Subsection shall be replenished by Franchisee by delivering to the County or its designee for deposit in the Security Fund a cash amount equal to the amount so withdrawn within thirty (30) days of its receipt of notice from the County of the date and amount of such withdrawal. In the event the Security Deposit is in the form of a letter of credit, Franchisee shall replenish the Security Fund by either restoring the Letter of Credit to its full original amount or by establishing a new letter of credit in the amount of Twenty Thousand and No/100 Dollars (\$20,000) within thirty (30) days of its receipt of notice from the County of the date and amount of such withdrawal. Within thirty (30) days of receipt of the new letter of credit, the County shall return the previously issued letter of credit to Franchisee.

13.9 *Code Penalties*: At no time throughout the Franchise Term shall the Franchisee be liable for penalties under Section 5A-114(b) of the Cable Code in excess of an aggregate of One

Hundred Thousand Dollars (\$100,000) per year, adjusted annually for inflation based on the annual average of the Consumer Price Index for all urban consumers for the Washington-Baltimore MSA, as published by the Bureau of Labor Statistics.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties:* In any action by the County or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned unless otherwise specifically provided herein.

14.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

14.3. *Severability:* Subject to Section 2.6, if any term, condition, or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

14.4. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the County or Participating Municipality.

14.4.1. If, subsequent to the Effective Date, there is a change in federal law or state law that eliminates the authority of local governments to require and grant cable television franchises for the provision of Cable Service, then to the extent permitted by law this Franchise shall survive such legislation and remain in effect for the term of this Franchise.

14.4.2. In the event that federal or state laws, rules or regulations preempt, or substantially preempt, the material provisions of this Agreement, the Franchisee agrees to enter into a new agreement governing Franchisee's provision of Cable Services in the Service Area to the extent such an agreement is not preempted by federal or state laws, rules or regulations and is consistent with this Agreement.

14.5. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. In the event that any such delay in performance or failure to perform affects only part of the Franchisee's capacity to perform, the Franchisee shall perform to the maximum extent it is able to perform and shall take all reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible.

14.6. *Governing Law*: To the extent state law rather than federal law controls, this Agreement shall be governed in all respects by the laws of the State of Maryland without regard to its conflict of laws principles.

14.7. *Notices*: Unless otherwise expressly stated herein, notices required under this Agreement shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

14.7.1. Notices to Franchisee shall be mailed to:

William Roberts
President
Verizon Maryland Inc.
1 East Pratt Street, 8E
Baltimore, MD 21202

14.7.2. with a copy to:

Jack H. White
Senior Vice President and General Counsel
Verizon Telecom
One Verizon Way
Room VC 43E 010
Basking Ridge, NJ 07920-1097

14.7.3. Notices to the County shall be mailed to:

County Administration Building
Attention: Chief Administrative Officer
Office of the County Executive
14741 Governor Oden Bowie Drive
5th Floor
Upper Marlboro, MD 20772-3050

14.7.4. With copies to:

County Administration Building
Attention: County Attorney
Office of Law, 5th Floor
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772-3050

And

Office of Information Technology and Communications
Attention: Director
9201 Basil Court, Suite 250

14.8. *Entire Agreement:* This Agreement and the Exhibits hereto constitute the entire agreement between Franchisee and the County, and it supersedes all prior or contemporaneous agreements, representations or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

14.9. *Amendments:* This Agreement shall not be modified except by a written instrument approved in accordance with Applicable Law and executed by both parties.

14.10. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.11. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.12. *Franchisee's FTTP Network:* The County and the Franchisee recognize and agree that due to Franchisee's status as a Title II common carrier and the nature of Franchisee's FTTP Network, the following provisions of the Cable Code are not applicable to Franchisee: 5A-103(f) and (g) insofar as they pertain to construction, technical standards and removal and restoration; 5A-106(d)(2) insofar as it pertains to termination; 5A-106(d)(6); 5A-107(a), (b)(2)-(11) and (c); 5A-109(b)(6); 5A-112(c); 5A-112(d)(12); 5A-112(e); 5A-112(g)(1); 5A-112(i)(7); 5A-112(k); 5A-114(a); and 5A-114(b)(1), (3) and (10) except with respect to cable service only drops. Notwithstanding the foregoing, the County shall have the right to request Franchisee to report on the deployment of Cable Service in and to the Service Area, and Franchisee shall make maps of the Cable System available for inspection at Franchisee's offices by authorized County officials upon request.

14.13. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required by and through this Agreement or the Cable Code to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System any capacity used for Cable Service or otherwise, to the County or any third party. Franchisee shall not be required by and through this Agreement or the Cable Code to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement or to limit whatever regulatory authority the County may have under state and local law with respect to the FTTP Network facilities as Telecommunications Facilities.

14.14. *Independent Review:* County and Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a

dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.15. *Franchisee Bears Its Own Costs:* Unless otherwise expressly provided in this Agreement, all acts that the Franchisee is required to perform must be performed at the Franchisee's own expense.

14.16. *County Bears Its Own Costs:* Unless otherwise expressly provided in this Agreement, all acts that the County is required to perform must be performed at the County's own expense.

14.17. *Jurisdiction and Venue:* Franchisee and the County agree that any court action to enforce or interpret the terms of this Agreement shall be brought and maintained exclusively in the Circuit Court for Prince George's County, Maryland, provided, however, that with respect to any matter which may be tried in a federal jurisdiction venue shall be in the U.S. District Court for the District of Maryland, provided, further, that the chosen forum has subject matter jurisdiction over the action and, in the case of an action originally brought in the Circuit Court, without prejudice to the exercise of any right of removal created by federal law.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS _____ DAY OF _____, 2006.

Prince George's County, Maryland

By: _____
[Title]

Verizon Maryland Inc.

By: _____
[Title]

EXHIBITS

Exhibit A: Participating Municipalities

Exhibit B: Municipal Buildings to be Provided Free Cable Service

Exhibit C: Initial Service Area, Middle Service Area and Extended Service Area

Exhibit C-1: Designated Areas Within the Service Area

Exhibit D: Customer Service Standards

Exhibit E: Performance Bond

Exhibit F: Line Extension Policy

EXHIBIT A
PARTICIPATING MUNICIPALITIES

Berwyn Heights
Bladensburg
Brentwood
Capitol Heights
Cheverly
College Park
Colmar Manor
Cottage City
District Heights
Eagle Harbor
Edmonston
Fairmount Heights
Forest Heights
Glenarden
Greenbelt
Hyattsville
Landover Hills
Morningside
Mt. Rainier
New Carrollton
North Brentwood
Riverdale Park
Seat Pleasant
University Park
Upper Marlboro

EXHIBIT B

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

NAME	ADDRESS	TOWN/CITY	ZIP_CODE
Accokeek VFD, Co. 24	16111 Livingston Road	Accokeek	20607
Eugene Burroughs Middle School	14400 Berry Rd	Accokeek	20607
Henry G Ferguson Elementary School	14600 Berry Rd	Accokeek	20607
Chillum-Adelphi VFD #1, Co. 34	7833 Riggs Road	Adelphi	20783
Chillum-Adelphi VFD #2, Co. 44	6330 Riggs Road	Adelphi	20783
Adelphi Elementary School	8820 Riggs Rd	Adelphi	20783
Buck Lodge Middle School	2611 Buck Lodge Rd	Adelphi	20783
Cherokee Lane Elementary School	9000 25th Ave	Adelphi	20783
Cool Spring Elementary School	8910 Riggs Road	Adelphi	20783
Judith Hoyer Family Learning Center	8908 Riggs Road	Adelphi	20783
Mary Harris "Mother Jones" Elementary School	2405 Tecumseh Street	Adelphi	20783
Annapolis Liaison Office	No. 47 State Circle	Annapolis	21404
Annandale Road House #1 (DPW&T)	4309 Annandale Road	Beltsville	20705
Annandale Road House #2 (DPW&T)	4540 Annandale Road	Beltsville	20705
Beltsville Police (District VI)	4321 Sellman Road	Beltsville	20705
Beltsville VFD #1, Co. 31	4911 Prince George's Avenue	Beltsville	20705
Beltsville VFD #2, Co. 41	3939 Powder Mill Road	Beltsville	20705
Public Library – Beltsville Branch	4319 Sellman Road	Beltsville	20705
Beltsville Elementary School	4300 Wilcomico Avenue	Beltsville	20705
Calverton Elementary School	3400 Beltsville Road	Beltsville	20705
Frances R Fuchs Early Childhood Center	11011 Cherry Hill Road	Beltsville	20705
High Point High School	3601 Powder Mill Rd	Beltsville	20705
James E Duckworth Special Center	11201 Evans Trail	Beltsville	20705
Martin Luther King Jr Middle School	4545 Annandale Rd	Beltsville	20705
Police District VI	4321 Sellman Road	Beltsville	20704
Municipal Building	5700 Berwyn Road	Berwyn Heights	20740
Town Center	8601 57th Avenue	Berwyn Heights	20740
Police Department	5411 Berwyn Road	Berwyn Heights	20740
Public Works	8418 Ballew Ave.	Berwyn Heights	20740
Senior Center	8603 57th Ave.	Berwyn Heights	20740
Berwyn Heights VFD, Co. 14	8811 60 th Avenue	Berwyn Heights	20740
North End Academy	5150 Annapolis Road	Bladensburg	20710
Bladensburg VFD, Co. 9	4213 Edmonston Road	Bladensburg	20710
Public Library – Bladensburg Branch	4820 Annapolis Road	Bladensburg	20710
Town Hall	4229 Edmonston Road	Bladensburg	20710
Police Department	4229 Edmonston Road	Bladensburg	20710
Public Works	4901 Upshur St.	Bladensburg	20710
Alternative HS	5150 Annapolis Road	Bladensburg	20710
Bladensburg Elementary School	4915 Annapolis Road	Bladensburg	20710
Bladensburg High School	4200 57th Avenue	Bladensburg	20710
Bladensburg Inst Ser Center	5150 Annapolis Road	Bladensburg	20710

NAME	ADDRESS	TOWN/CITY	ZIP_CODE
Port Towns Elementary School	4351 58th Avenue	Bladensburg	20710
Rogers Heights Elementary School	4301 58th Avenue	Bladensburg	20710
Boulevard Heights VFD, Co. 17	4101 Alton Street	Boulevard Heights	20740
Benjamin Tasker Middle School	4901 Collington Road	Bowie	20715
Bowie High School	15200 Annapolis Road	Bowie	20715
Chapel Forge Early Childhood Center	12711 Milan Way	Bowie	20715
Heather Hills Elementary School	12605 Heming La	Bowie	20715
High Bridge Elementary School	7011 High Bridge Rd	Bowie	20715
Kenilworth Elementary School	12520 Kembridge Dr	Bowie	20715
Pointer Ridge Elementary School	1110 Parkington La	Bowie	20716
Rockledge Elementary School	7701 Laurel-Bowie Rd	Bowie	20715
Samuel Ogle MS	4111 Chelmont Lane	Bowie	20716
Tall Oaks Vocational High School	2112 Church Rd	Bowie	20716
Tulip Grove Elementary School	2909 Trainor La	Bowie	20715
Whitehall Elementary School	3901 Woodhaven Lane	Bowie	20715
Yorktown Elementary School	7301 Race Track Rd	Bowie	20715
Bowie VFD #1, Co. 19	13008 9th Street	Bowie	20715
Bowie VFD #2, Co. 39	15454 Annapolis Road	Bowie	20715
Bowie VFD #3, Co. 43	16400 Pointer Ridge Drive	Bowie	20715
Baden Elementary School	13601 Baden-Westwood Rd	Brandywine	20613
Brandywine Elementary School	14101 Brandywine Rd	Brandywine	20613
Gwynn Park High School	13800 Brandywine Rd	Brandywine	20613
Gwynn Park Middle School	8000 Dyson Rd	Brandywine	20613
William S Schmidt Environmental Center	18501 Aquasco Road	Brandywine	20613
Baden VFD, Co. 36	16608 Brandywine Road	Brandywine	20613
Brandywine VFD, Co. 40	14201 Brandywine Road	Brandywine	20613
DER Public Container Pad	12701 Missouri Avenue	Brandywine	20613
Public Works Equipment Maintenance	12911 Cherry Tree Crossing Road	Brandywine	20613
Underwater Rescue, Co. 56	16608 Brandywine Road	Brandywine	20613
Bunker Hill Fire Station, Co. 55	3716 Rhode Island Avenue	Brentwood	20722
Cora B. Wood Center (Brentwood Multi-Service)	3603 Taylor Street	Brentwood	20722
Brentwood VFD, Co. 4	3712 Utah Avenue	Brentwood	20722
Town Hall	4300 39th Place	Brentwood	20722
Fire Department	3716 Utah Ave.	Brentwood	20722
Allenwood Elementary School	6300 Harley Lane	Camp Springs	20748
Crossland High School	6901 Temple Hills Rd	Camp Springs	20748
Princeton Elementary School	6101 Baxter Dr	Camp Springs	20746
Thurgood Marshall Middle School	4909 Brinkley Rd	Camp Springs	20748
Harriet Hunter Senior Center	6420 Allentown Road	Camp Springs	20746
Municipal Building	One Capital Heights Drive	Capital Heights	20743
Police Department	401 Capital Heights Blvd.	Capital Heights	20743
Public Works	6001 Central Ave.	Capital Heights	20743
Lyndon Hills – Police Training Academy	6181 Central Avenue	Capital Heights	20743
Prince George's House (Mens' Shelter)	603 Addison Road	Capital Heights	20743
Capital Heights VFD, Co. 5	6061 Central Avenue	Capital Heights	20743
Consolidated Fleet Facility (Central Vehicle Maint.)	8019 Central Avenue	Capital Heights	20743

NAME	ADDRESS	TOWN/CITY	ZIP_CODE
Health Dept. – Healthy Teens	7824 & 7826 Central Avenue	Capital Heights	20743
Health Dept. – WIC	7836 Central Avenue	Capital Heights	20743
Health Dept.	501 Hampton Park Blvd.	Capital Heights	20743
Shepherd’s Cove Homeless Shelter	1400 Doewood Lane	Capital Heights	20743
Bradbury Heights Elementary School	1401 Glacier Ave	Capitol Heights	20743
Capitol Heights Elementary	601 Suffolk Ave	Capitol Heights	20743
Doswell E Brooks Elementary School	1301 Brooke Rd	Capitol Heights	20743
Fairmont Heights High School	1401 Nye Street	Capitol Heights	20743
H Winship Wheatley Early Childhood Center	8801 Ritchie Dr	Capitol Heights	20743
Instructional Services Center	9201 East Hampton Drive	Capitol Heights	20743
John Eager Howard Elementary School	4400 Shell St	Capitol Heights	20743
Robert R Gray Elementary School	4949 Addison Road	Capitol Heights	20743
Walker Mill Middle School	800 Karen Blvd	Capitol Heights	20743
William W Hall	5200 Marlboro Pike	Capitol Heights	20743
RICA - Southern Maryland	9400 Surratts Rd	Cheltenham	20623
Police Firing Range	9000 Dyson Road	Cheltenham	20623
Fire & Rescue Technical Services	9190 Como Road	Cheltenham	20623
RICA - Southern Maryland	9400 Surratts Rd	Cheltenham	20623
Town Hall	6401 Forest Road	Cheverly	20785
Public Works	6401 Forest Road	Cheverly	20785
Police Department	6401 Forest Road	Cheverly	20785
Gladys Noon Spellman Elementary School	3324 64th Avenue	Cheverly	20785
Judith P Hoyer Early Childhood	2300 Belleview Ave	Cheverly	20785
Cheverly Health Center	3003 Hospital Drive	Cheverly	20785
Clinton Grove Elementary School	9420 Temple Hills Rd	Clinton	20735
Francis T Evans Elementary School	6720 Old Alexander Ferry Rd	Clinton	20735
James Ryder Randall Elementary School	5410 Kirby Rd	Clinton	20735
Stephen Decatur Middle School	8200 Pinewood Dr	Clinton	20735
Surrattsville High School	6101 Garden Dr	Clinton	20735
Tanglewood Special Center	8333 Woodyard Rd	Clinton	20735
Waldon Woods Elementary School	10301 Thrift Rd	Clinton	20735
Public Library – Surratts-Clinton Branch	9400 Piscataway Road	Clinton	20735
Clinton VFD, Co. 25	9025 Woodyard Road	Clinton	20735
Crestview (Clinton/Dist. V Police & Coop. Extension)	6707 Groveton Drive	Clinton	20735
D. Leonard Dyer Health Clinic	9314 Piscataway Road	Clinton	20735
Police District V	6707 Groveton Drive	Clinton	20735
City Hall	4700 Knox Road	College Park	20740
Public Services	4601 A Calvert Road	College Park	20740
Public Works	9217 51st Ave.	College Park	20740
Youth & Family Services	4912 Nantucket Road	College Park	20740
Attick Towers	9014 Rhode Island Ave.	College Park	20740
Spellman House	4711 Berwyn House Road	College Park	20740
Old Parish House	4711 Knox Road	College Park	20740
Branchville VFD, Co. 11	4905 Branchville Road	College Park	20740
Police Helipad	6709 CPL. Frank Scott Dr.	College Park	20740
Berwyn Heights Elementary School	6200Pontiac Street	College Park	20740

NAME	ADDRESS	TOWN/CITY	ZIP_CODE
Hollywood Elementary School	9811 49th Ave	College Park	20740
Paint Branch Elementary School	5101 Pierce Ave	College Park	20740
Municipal Building	3701 Lawrence Street	Colmar Manor	
Cottage City	3820 40th Ave.	Cottage City	20722
Cottage City VFD, Co. 2	3840 Bladensburg Road	Cottage City	20722
Municipal Building	2000 Marbury Drive	District Heights	20747
Police Department	6128-A Marlboro Pike	District Heights	20747
District Heights VFD, Co. 26	6208 Marlboro Pike	District Heights	20747
Public Library – Spauldings Branch	5811 Old Silver Hill Road	District Heights	20747
Concord Elementary School	2004 Concord La	District Heights	20747
DISTRICT HGHTS ES	2200 County Rd	District Heights	20747
John H Bayne Elementary School	7010 Walker Mill Rd	District Heights	20743
Town Hall	23320 Patuxent Blvd.	Eagle Harbor	
City Hall	5005 52nd Avenue	Edmonston	20781
Municipal Building	6100 Jost Street	Fairmount Heights	20743
Chapel Oaks VFD, Co. 38	5544 Sheriff Road	Fairmount Heights	20743
Public Library – Fairmount Heights Branch	5904 Kolb Street	Fairmount Heights	20743
Municipal Building	5508 Arapohoe Drive	Forest Heights	
Animal Shelter	8311 D'Arcy Road	Forestville	20747
Apparatus Maintenance – Fire Dept.	4200A Forestville Road	Forestville	20747
Forestville Maintenance Shop	3415 North Forestedge Road	Forestville	20747
Forestville VFD, Co. 23	8321 Old Marlboro Pike	Forestville	20747
Marburger Building	8400 D'Arcy Road	Forestville	20747
Public Works Maintenance Operations Center	8424 D'Arcy Road	Forestville	20747
PW&T Materials Lab & Sign Shop	8450 (A-B) D'Arcy Road	Forestville	20747
PW&T Signal Shop/Supply	8450 (C-D) D'Arcy Road	Forestville	20747
PW&T Pavement Marking Shop	8450 (E-F) D'Arcy Road	Forestville	20747
PW&T Equipment/Tool Room	8450 (G-H) D'Arcy Road	Forestville	20747
PW&T Supply Warehouse	8420 D'Arcy Road	Forestville	20747
Public Works Transit Oper. & Veh. Maintenance	8401 D'Arcy Road	Forestville	20747
Public Works TRIP Center	8414 D'Arcy Road	Forestville	20747
Berkshire Elementary School	6201 Surrey Square La	Forestville	20747
Forestville High School	7001 Beltz Dr	Forestville	20747
Longfields Elementary School	3300 Newkirk Ave	Forestville	20747
North Forestville Elementary School	2311 Ritchie Rd	Forestville	20747
Samuel P Massie Elementary School	3301 Regency Parkway	Forestville	20747
Police District VII (<i>FUTURE STRUCTURE</i>)	11108 Fort Washington Road	Fort Washington	20744
Allentown Road VFD, Co. 32	8709 Allentown Road	Fort Washington	20744
Underwater Marine Rescue Recovery Team (Da Boat)	900 Swann Creek Road, Tantallon Marina	Fort Washington	20744
Apple Grove Elementary School	7400 Bellefield Ave	Fort Washington	20744
Avalon Elementary School	7302 Webster La	Fort Washington	20744

NAME	ADDRESS	TOWN/CITY	ZIP_CODE
Fort Foote Elementary School	8300 Oxon Hill Rd	Fort Washington	20744
Fort Washington Forest Elementary School	1300 Fillmore Rd	Fort Washington	20744
Friendly High School	10000 Allentown Rd	Fort Washington	20744
Indian Queen Elementary School	9551 Fort Foote Rd	Fort Washington	20744
Isaac J Gourdine Middle School	8700 Allentown Rd	Fort Washington	20744
J Frank Dent Elementary School	2700 Corning Ave	Fort Washington	20744
Oxon Hill Middle School	9570 Fort Foote Rd	Fort Washington	20744
Potomac Landing Elementary School	12500 Ft Washington Road	Fort Washington	20744
Tayac Elementary School	8600 Allentown Rd	Fort Washington	20744
Public Library – Glenarden Branch	8724 Glenarden Parkway	Glenarden	20706
City Hall	8600 Glenarden Parkway	Glenarden	20706
MLK Center	7921 Piedmont Ave.	Glenarden	20706
Police Department Annex (Future) - Woodmore Towne Center	8600 Glenarden Parkway	Glenarden	20706
Judge Sylvania W Woods Sr Elementary School	3000 Church Street	Glenarden	20706
Glenn Dale Fire Station, Co. 18	11900 Glenn Dale Blvd.	Glenn Dale	20769
Glenn Dale HazMat Facility	6910 Glenn Dale Road	Glenn Dale	20769
Public Works Equipment Maintenance	7317 Northern Avenue	Glenn Dale	20769
Glenn Dale Elementary School	6700 Glenn Dale Rd	Glenn Dale	20769
Greenbelt VFD, Co. 35	125 Crescent Road	Greenbelt	20770
Municipal Building	25 Crescent Road	Greenbelt	20770
Youth Center	99 Centerway	Greenbelt	20770
Aquatic and Fitness Center	101 Centerway	Greenbelt	20770
Community Center	15 Crescent Road	Greenbelt	20770
Public Works	555 Crescent Road	Greenbelt	20770
Planning & Community Development	15 Crescent Road	Greenbelt	20770
Police Department	550 Crescent Road	Greenbelt	20770
Animal Shelter	behind 550 Crescent Road	Greenbelt	20770
Springhill Lake Recreation Center	6915 Hanover Parkway	Greenbelt	20770
Buddy Attick Park	adjacent to 555 Crescent Road	Greenbelt	20770
Eleanor Roosevelt High School	7601 Hanover Pkwy	Greenbelt	20770
Greenbelt Elementary School	66 Ridge Rd	Greenbelt	20770
Greenbelt Middle School	8950 Edmonston Rd	Greenbelt	20770
Springhill Lake Elementary School	6060 Springhill Dr	Greenbelt	20770
Hillcrest Heights Elementary School	4305 22nd Pl	Hillcrest Heights	20748
Jessie B Mason Regional Center	2720 Iverson St	Hillcrest Heights	20748
Panorama Elementary School	2002 Callaway St	Hillcrest Heights	20748
County Service Building	5012 Rhode Island Avenue	Hyattsville	20785

NAME	ADDRESS	TOWN/CITY	ZIP_CODE
Health Dept. – WIC	6525 Belcrest Road	Hyattsville	20782
Public Library – Hyattsville Branch	6532 Adelphi Road	Hyattsville	20782
Hyattsville District Court Building	4990 Rhode Island Avenue	Hyattsville	20781
Hyattsville Justice Center/Dist. I Police	5000 Rhode Island Avenue	Hyattsville	20781
Hyattsville Justice Center Parking Garage	5000 Rhode Island Avenue	Hyattsville	20781
West Lanham Hills VFD #1, Co. 28	7609 Annapolis Road	Hyattsville	20784
Hyattsville VFD, Co. 1	6200 Belcrest Drive	Hyattsville	20782
City Hall	4310 Gallatin Street	Hyattsville	20782
Public Works Compound	4633 Arundel Road	Hyattsville	20782
Magruder Park Rec. Center	3911 Hamilton St.	Hyattsville	20782
Police Satellite Office	PG Plaza	Hyattsville	20782
Police Satellite Office	University Town Center	Hyattsville	20782
Cesar Chavez Elementary School	6609 Riggs Rd	Hyattsville	20782
Chillum Elementary School	1420 Chillum Rd	Hyattsville	20782
Hyattsville Elementary School	5311 43rd Ave	Hyattsville	20781
Hyattsville Middle School	6001 42nd Ave	Hyattsville	20781
Langley Park - McCormick Elementary School	8201 15th Ave	Hyattsville	20783
Lewisdale Elementary School	2400 Banning Pl	Hyattsville	20783
Nicholas Orem Middle School	6100 Editors Park Dr	Hyattsville	20782
Northwestern High School	7000 Adelphi Rd	Hyattsville	20782
Ridgecrest Elementary School	6120 Riggs Rd	Hyattsville	20783
Woodridge Elementary School	5001 Flintridge Dr	Hyattsville	20785
Police District I	5000 Rhode Island Avenue	Hyattsville	20784
Consolidated Admin. Serv. & Warehouse (JAWS)	7600 Jefferson Avenue	Landover	20785
Health Dept. - Largo West	425 Brightseat Road	Landover	20785
Kentland VFD #1, Co. 33	7701 Landover Road	Landover	20785
Landover Hills VFD, Co. 30	68th & Annapolis Road	Landover	20785
Leslie's House/Dept. of Corrections	1213 Hill Road	Landover	20785
Morgan Blvd. Station Child Care Facility	310 Garrett A. Morgan Boulevard	Landover	20785
Central Communications Facility	7911 Anchor Street	Landover	20785
Police Services Complex (Kent)	7600 Barlowe Road	Landover	20785
Ardmore Elementary School	9301 Ardmore Rd	Landover	20785
Bonnie F Johns Media Center	8437 Landover Road	Landover	20785
Columbia Park Elementary School	1901 Kent Village Dr	Landover	20785
Cora L Rice Elementary School	950 Nalley Road	Landover	20785
Dodge Park Elementary School	3401 Hubbard Rd	Landover	20785
G James Gholson Middle School	900 Nalley Road	Landover	20785
Highland Park Elementary School	6501 Lowland Dr	Landover	20785
Jefferson Building	7600 Jefferson Avenue	Landover	20785
John Carroll Elementary School	1400 Nalley Terr	Landover	20785
Kenmoor Elementary School	3211 82nd Ave	Landover	20785
Kenmoor Middle School	2500 Kenmoor Dr	Landover	20785
Matthew Henson Elementary School	7910 Scott Rd	Landover	20785
Oakcrest Elementary School	929 Hill Rd	Landover	20785
Thomas Pullen Combined School	700 Brightseat Rd	Landover	20785
William Paca Elementary School	7801 Sheriff Rd	Landover	20785

NAME	ADDRESS	TOWN/CITY	ZIP_CODE
Municipal Building	6904 Taylor Street	Landover Hills	20784
Cranford - Graves Fire Services Building	6820 Webster Street	Landover Hills	20784
Cooper Lane Elementary School	3817 Cooper La	Landover Hills	20784
Glenridge Elementary School	7200 Gallatin St	Landover Hills	20784
Langley Park Plaza – Police COPS Ofc.	8011 New Hampshire Avenue	Langley Park	
Catherine T Reed Elementary	9501 Greenbelt Rd	Lanham	20706
Community Based Classroom	9470 Annapolis Road, Suite 217	Lanham	20706
DuVal High School	9880 Good Luck Rd	Lanham	20706
Glenarden Woods Elementary School	7801 Glenarden Pkwy	Lanham	20706
Howard B Owens Science Center	9601 Greenbelt Road	Lanham	20706
James McHenry Elementary School	8909 McHenry La	Lanham	20706
Magnolia Elementary School	8400 Nightingale Dr	Lanham	20706
Thomas Johnson Middle School	5401 Barker Pl	Lanham	20706
New Carrollton Municipal Center	6016 Princess Garden Parkway	Lanham	20706
West Lanham Hills VFD #2, Co. 48	8501 Good Luck Road	Lanham	20706
Health Dept.	1801 McCormick Drive	Largo	20774
Huntmar (Lottsford Professional Ctr.)	9475 Lottsford Road	Largo	20774
Largo Government Center	9201 Basil Court	Largo	20774
Inglewood Center 3	9400 Peppercorn Place	Largo	20774
Police Narcotics	1200 Mercantile Lane	Largo	20774
Public Library – Largo-Kettering Branch	9601 Capital Lane	Largo	20774
RMS Building	1400 McCormick Drive	Largo	20774
Health Dept. Admin. Bldg.	1701 McCormick Drive	Largo	20774
Tech Center II (Sheriff)	1601 McCormick Drive	Largo	20774
Tech Center IV (DER Community Services Div.)	1220 Caraway Court, Suite 1050	Largo	20774
Perrywood Elementary School	501 Watkins Park Drive	Largo	20774
Revenue Authority	1300 Mercantile Lane, Suite 108	Largo	20774
Economic Development Corporation	1100 Mercantile Lane, Suite 115A	Largo	20774
Prince George’s County Financial Services Corporation	1100 Mercantile Lane, Suite 115	Largo	20774
Health Dept.	13976 Baltimore Avenue	Laurel	20707
Public Library – Laurel Branch	507 - 7 th Street	Laurel	20707
Laurel VFD, Co. 10	7411 Cherry Lane	Laurel	20707
Laurel Volunteer Rescue Squad	14910 Bowie Road	Laurel	20707
Bond Mill Elementary School	16001 Sherwood Avenue	Laurel	20707
Deerfield Run Elementary School	13000 Laurel-Bowie Rd	Laurel	20708
Dwight D Eisenhower Middle School	13725 Briarwood Dr	Laurel	20708
James H Harrison Elementary School	13200 Larchdale Road	Laurel	20708
Laurel Elementary School	516 Montgomery St	Laurel	20707
Laurel High School	8000 Cherry La	Laurel	20707
Montpelier Elementary School	9200 Muirkirk Rd	Laurel	20708
Oaklands Elementary School	13710 Laurel-Bowie Rd	Laurel	20708
Scotchtown Hills Elementary School	15950 Dorset Rd	Laurel	20707
Scuderi Bldg. (Sheriff;s Dept.)	4235 28 th Avenue – 5 th flr.	Marlow Heights	
Ernest Everett Just Middle School	1300 Campus Way	Mitchellville	20721
Kingsford Elementary School	1401 Enterprise Road	Mitchellville	20721

NAME	ADDRESS	TOWN/CITY	ZIP_CODE
Lake Arbor Elementary School	10205 Lake Arbor Way	Mitchellville	20721
Woodmore Elementary School	12500 Woodmore Rd	Mitchellville	20721
C Elizabeth Rieg Regional Center	15542 Peach Walker Dr	Mitchellville	20716
Town Hall	6901 Ames Street	Morningside	20746
Morningside VFD, Co. 27	6200 Suitland Road	Morningside	20746
Benjamin D Foulois Elementary School	4601 Beauford Road	Morningside	20746
Morningside Elementary School	6900 Ames St Se	Morningside	20746
City Hall	One Municipal Place	Mount Rainier	20712
Police Department	3249 Rhode Island Ave.	Mount Rainier	20712
Public Works	3715 Wells Ave.	Mount Rainier	20712
Library	3409 Rhode Island Ave.	Mount Rainier	20712
Mount Rainier VFD, Co. 3	4051 34 th Street	Mount Rainier	20712
Mt Rainier Elementary School	4011 32nd St	Mount Rainier	20712
Thomas S Stone Elementary School	4500 34th St	Mount Rainier	20712
Municipal Building	6016 Princess Garden Parkway	New Carrollton	20784
Community Building	8511 Legation Road	New Carrollton	20784
Public Works	6318 West Brook Drive	New Carrollton	20784
Margaret Brent Regional Center	5816 Lamont Terr	New Carrollton	20784
Public Library – New Carrollton Branch	7414 Riverdale Road	New Carrollton	20784
Carrollton Elementary School	8300 Quintana Street	New Carrollton	20784
Charles Carroll Middle School	6130 Lamont Dr	New Carrollton	20784
Lamont Elementary School	7101 Good Luck Rd	New Carrollton	20784
Margaret Brent Special Center	5816 Lamont Terr	New Carrollton	20784
Robert Frost Elementary School	6419 85th Ave	New Carrollton	20784
Town Hall	4009 Wallace Road	North Brentwood	
Walk-In Counseling Center	7711 Livingston Rd	Oxon Hill	20745
Allentown Road VFD #2 (Silesia), Co. 47	10900 Fort Washington Road	Oxon Hill	20745
Eastover Police Station (New Dist. IV)	5135 Indian Head Highway	Oxon Hill	20745
Oxon Hill Police Station (<i>Former</i> Dist. IV)	7500 Livingston Road	Oxon Hill	20745
Oxon Hill VFD #1, Co. 21	7600 Livingston Road	Oxon Hill	20745
Oxon Hill VFD #2, Co. 42	1100 Marcey Avenue	Oxon Hill	20745
Public Library – Oxon Hill Branch	6200 Oxon Hill Road	Oxon Hill	20745
Barnaby Manor Elementary School	2411 Owens Rd	Oxon Hill	20745
Flintstone Elementary School	800 Comanche Dr	Oxon Hill	20745
Forest Heights Elementary School	200 Talbert Dr	Oxon Hill	20745
Glassmanor Elementary School	1011 Marcy Ave	Oxon Hill	20745
John Hanson School	6360 Oxon Hill Rd	Oxon Hill	20745
Owens Road Elementary School	1616 Owens Rd	Oxon Hill	20745
Oxon Hill Elementary School	7701 Livingston Rd	Oxon Hill	20745
Oxon Hill High School	6701 Leyte Dr	Oxon Hill	20745
Oxon Hill Staff Development Center	7711 Livingston Rd	Oxon Hill	20745
Potomac High School	5211 Boydell Ave	Oxon Hill	20745
Valley View Elementary School	5500 Danby Ave	Oxon Hill	20745
Police District IV	5135 Indian Head Highway	Oxon Hill	20745
Police District III	7600 Barlowe Road	Palmer Park	20785
Ritchie VFD, Co. 37	1415 Ritchie Marlboro Road	Ritchie	20743

NAME	ADDRESS	TOWN/CITY	ZIP_CODE
Special Operations Division-Prince George's County Police	6700 Riverdale Rd.	Riverdale	20737
Combined Police Facility (Wildercroft)	6700 Riverdale Road	Riverdale	20737
Riverdale VFD, Co. 7	4714 Queensbury Road	Riverdale	20737
Riverdale Heights VFD, Co. 13	6101 Roanoke Avenue	Riverdale	20737
Beacon Heights Elementary School	6929 Furman Pkwy	Riverdale	20737
Parkdale High School	6001 Good Luck Rd	Riverdale	20737
Riverdale Elementary School	5006 Riverdale Rd	Riverdale	20737
Templeton Elementary School	6001 Carters Lane	Riverdale	20737
William Wirt Middle School	62nd Pl & Tuckerman St	Riverdale	20737
Municipal Building	6100 Jost Street	Riverdale Park	
Gaywood Elementary School	6701 97th Ave	Seabrook	20706
Robert Goddard Middle School	9850 Good Luck Rd	Seabrook	20706
Seabrook Elementary School	6001 Seabrook Rd	Seabrook	20706
City Hall	6301 Addison Road	Seat Pleasant	20743
Public Works	6301 Addison Road	Seat Pleasant	20743
Police Department	311 68th Place	Seat Pleasant	20743
Police Department	6264 Central Ave.	Seat Pleasant	20743
Seat Pleasant VFD, Co. 8	6305 Addison Road	Seat Pleasant	20743
Carmody Hills Elementary School	401 Jadeleaf Ave	Seat Pleasant	20743
Central High School	200 Cabin Branch Rd	Seat Pleasant	20743
Seat Pleasant Elementary School	6411 G St	Seat Pleasant	20743
Silver Hill VFD, Co. 29	3900 Old Silver Hill Road	Silver Hill	20746
Charles Herbert Flowers High School	10001 Ardwick Ardmore Road	Springdale	20774
Health Dept.	4053 Silver Hill Road	Suitland	20746
Battalion 3 - Fire Dept.	5007 Suitland Road	Suitland	20746
Andrew Jackson Middle School	3500 Regency Pkwy	Suitland	20746
Drew-Freeman Middle School	2600 Brooks Dr	Suitland	20746
Edgar Allen Poe Elementary School	2001 Shadyside Avenue	Suitland	20746
Francis Scott Key Elementary School	2301 Scott Key Dr	Suitland	20747
Skyline Elementary School	6311 Randolph Rd	Suitland	20746
Suitland Elementary School	4650 Homer Avenue	Suitland	20746
Suitland High School	5200 Silver Hill Rd	Suitland	20747
Thomas Claggett Elementary School	2001 Addison Rd	Suitland	20747
William Beaness Elementary School	5108 Dianna Dr	Suitland	20746
Carole Highlands Elementary School	1610 Hannon St	Takoma Park	20912
Green Valley Instructional Center	2215 Chadwick Street	Temple Hills	20748
Public Library – Hillcrest Heights Branch	2398 Iverson Street	Temple Hills	20748
Benjamin Stoddert Middle School	2501 Olsen Street	Temple Hills	20748
G Gardner Shugart Middle School	2000 Callaway St	Temple Hills	20748
Green Valley Instructional Center	2215 Chadwick Street	Temple Hills	20748
Middleton Valley Elementary School	4815 Dalton St	Temple Hills	20748
Overlook Elementary School	3298 Curtis Dr	Temple Hills	20748
Samuel Chase Elementary School	5700 Fisher Rd	Temple Hills	20748
Tuxedo-Cheverly VFD, Co. 22	5711 Tuxedo Road	Tuxedo	20785
Town Hall	6724 Baltimore Ave.	University Park	20782
Town Meeting Place	Queens Chapel Road	University Park	20782

NAME	ADDRESS	TOWN/CITY	ZIP_CODE
University Park Elementary School	4315 Underwood St	University Park	20782
Town Hall	14211 School Lane	Upper Marlboro	20772
Facilities Services Base	4801 Brown Station Road	Upper Marlboro	20772
Abandoned Vehicle Facility (Vehicle Audit Lot)	4920 Ritchie Marlboro Road	Upper Marlboro	20772
Brown Station Road Property/ DER (Meunze House) Refuse Collection Admin.	3001 Brown Station Road	Upper Marlboro	20772
Brown Station Road Property/ DER	3311 Brown Station Road	Upper Marlboro	20772
Brown Station Road Property/ DER	3351 Brown Station Road	Upper Marlboro	20772
Brown Station Road Property/ DER	3401 Brown Station Road	Upper Marlboro	20772
Brown Station Road Container Pad/ DER	3501 Brown Station Road	Upper Marlboro	20772
Brown Station Road Hay Barn/ DER	2840 Brown Station Road	Upper Marlboro	20772
Brown Station Road Salt Dome/ DER	3231 Brown Station Road	Upper Marlboro	20772
Brown Station Road Sanitary Landfill/ DER, Equipment Storage Facility	3100 Brown Station Road	Upper Marlboro	20772
Brown Station Road Scale House/ DER	3000 Brown Station Road	Upper Marlboro	20772
Butler Property/ Dept. of Corrections	4603 Brown Station Road	Upper Marlboro	20772
Circuit Court Annex (Gabriel Duvall Law Building)	14701 Governor Oden Bowie Drive	Upper Marlboro	20772
Child Day Care Facility	5310 Judges' Drive	Upper Marlboro	20772
Reg. Of Wills, Orphans Court	5303 Chrysler Way	Upper Marlboro	20772
Community Service/Dept. of Corrections	2927 Brown Station Road (Blue House)	Upper Marlboro	20772
County Administration Building	14741 Governor Oden Bowie Drive	Upper Marlboro	20772
County Administration Building, Garage	14741 Governor Oden Bowie Drive	Upper Marlboro	20772
County Correctional Center	13400 Dille Drive	Upper Marlboro	20772
Equestrian Center Parking Lot	5700 Water Street	Upper Marlboro	20772
Fire Administration Annex	14500 Church Street	Upper Marlboro	20772
Court Records Storage II	571-B Commerce Drive	Upper Marlboro	20772
Kentland VFD #2, Co. 46	10400 Campus Way South	Upper Marlboro	20772
Landfill Garage/ DER	3500 Brown Station Road	Upper Marlboro	20772
Landfill Refuse Disposal Office/ DER	3500 Brown Station Road	Upper Marlboro	20772
Landfill Big Barn/ DER	3500 Brown Station Road	Upper Marlboro	20772
Landfill Contract Section Office/ DER	3500-C Brown Station Road	Upper Marlboro	20772
Landfill Flare Building/ DER	3500 Brown Station Road	Upper Marlboro	20772
Landfill Guardhouse/ DER	3500 Brown Station Road	Upper Marlboro	20772
Landfill Little Barn/ DER	3500 Brown Station Road	Upper Marlboro	20772
Marlboro Industrial Park (Circuit Court Records)	15133 Marlboro Pike	Upper Marlboro	20772
Marlboro VFD #1, Co. 20	14815 Pratt Street	Upper Marlboro	20772
Marlboro VFD #2, Co. 45	7710 Croom Road	Upper Marlboro	20772
OMES (Old Marlboro Elem. School) & Annex	14524 Elm Street	Upper Marlboro	20772
Police K9 Training Facility	13402 Dille Drive	Upper Marlboro	20772
Police Vehicle Preparation Lot	6600 Crain Highway	Upper Marlboro	20772
Prince George's County Court House & Garage	14735 Main Street	Upper Marlboro	20772
Public Library – Upper Marlboro Branch	14730 Main Street	Upper Marlboro	20772
Criminal Justice Training Center	13401 Dille Drive	Upper Marlboro	20772
Bowie (District II) Police Station	601 Crain Highway	Upper Marlboro	20772
Second Genesis	4600 Melwood Road	Upper Marlboro	20772

NAME	ADDRESS	TOWN/CITY	ZIP_CODE
Soil Conservation & US Farm Bureau Ofc.	5010 Brown Station Road, Suites 190 & 195	Upper Marlboro	20772
Voting Machine Warehouse/Board of Elections	16201 Trade Zone Avenue	Upper Marlboro	20772
Arrowhead Elementary School	2300 Sansbury Rd	Upper Marlboro	20772
Croom Vocational High School	15100 Mt Calvert Road	Upper Marlboro	20772
Dr. Henry A. Wise, Jr. High School	12600 Brooke Ln.	Upper Marlboro	20772
Facilities Admin Building	13300 Old Marlboro Pike	Upper Marlboro	20772
Facilities Service Base	4801 Brown Station Road	Upper Marlboro	20772
Frederick Douglass High School	8000 Croom Rd	Upper Marlboro	20772
James Madison Middle School	7300 Woodyard Rd	Upper Marlboro	20772
Kettering Elementary School	11000 Layton St	Upper Marlboro	20772
Kettering Middle School	65 Herring Dr	Upper Marlboro	20772
Largo High School	505 Largo Rd	Upper Marlboro	20772
Marlton Elementary School	8506 Old Colony Dr South	Upper Marlboro	20772
Mattaponi Elementary School	11701 Duley Station Rd	Upper Marlboro	20772
Melwood Elementary School	7100 Woodyard Rd	Upper Marlboro	20772
Patuxent Elementary School	4410 Bishopmill Dr	Upper Marlboro	20772
Police District District II	601 Crain Highway	Upper Marlboro	20772
Rosaryville Elementary School	9925 Rosaryville Road	Upper Marlboro	20772
Rose Valley Elementary School	9800 Jacqueline Drive	Upper Marlboro	20772
Sasscer Administration Building	14201 School Lane	Upper Marlboro	20772
School Security	507 Largo Road	Upper Marlboro	20772
Board of Elections	16201 Trade Zone Avenue, Suite 108	Upper Marlboro	20774
Phyllis E Williams Elementary School	9601 Prince Pl	Upper Marlboro	20774

EXHIBIT C
INITIAL SERVICE AREA, MIDDLE SERVICE AREA
AND EXTENDED SERVICE AREA

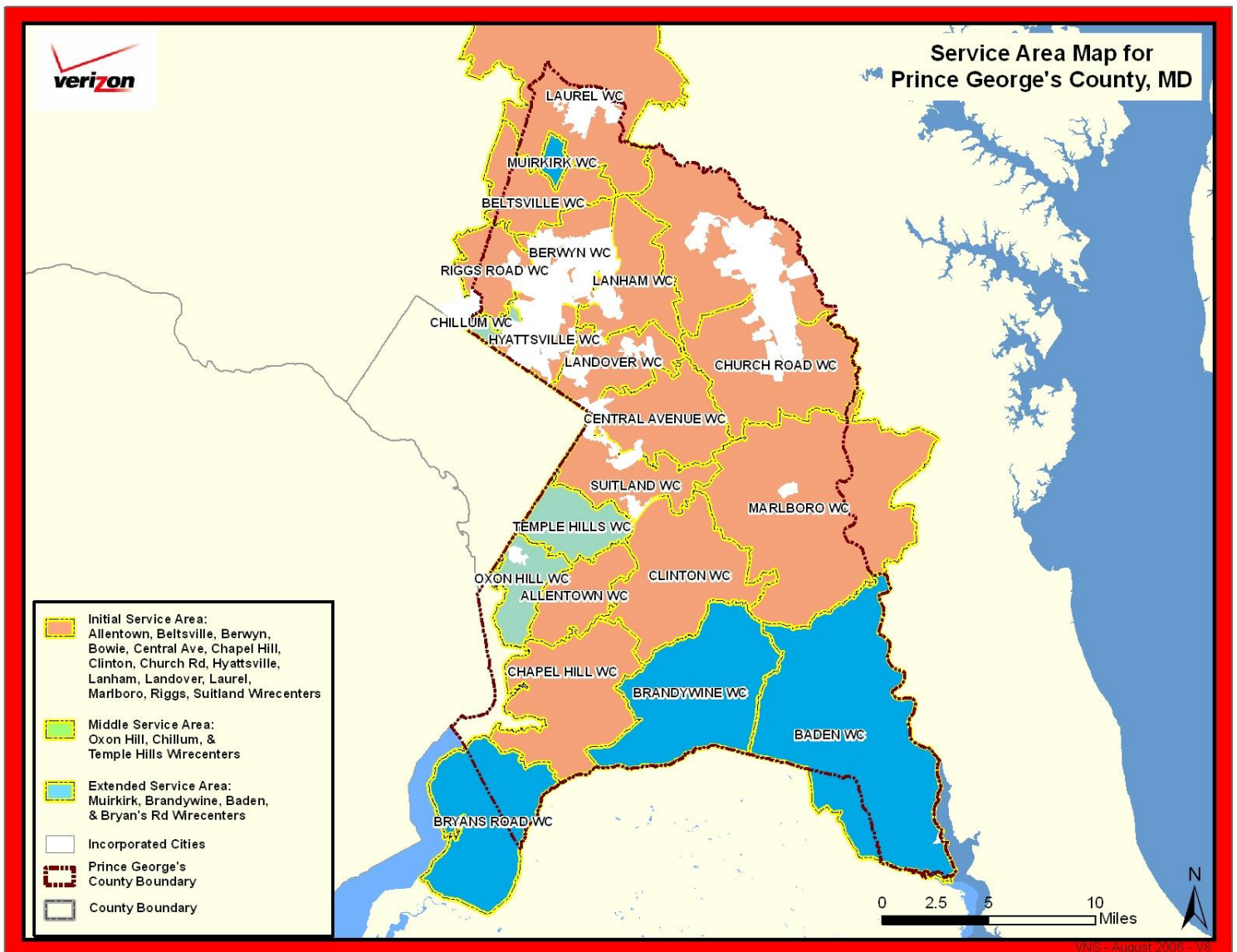


EXHIBIT C-1

DESIGNATED AREAS WITHIN THE SERVICE AREA

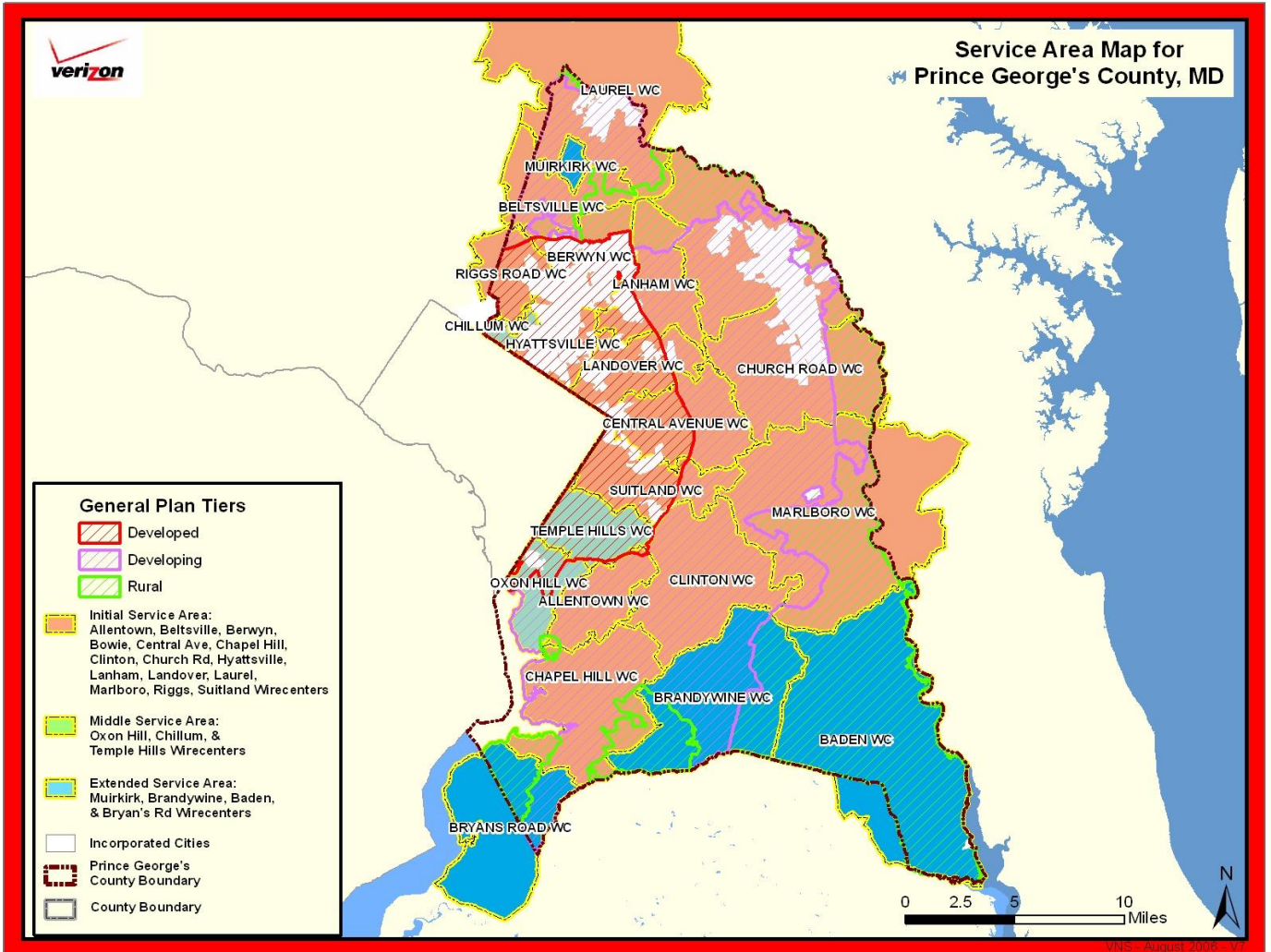


EXHIBIT D

CUSTOMER SERVICE STANDARDS

These standards and those in Section 5A-109 of the Cable Code shall, starting twelve months after the Service Date, apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise Area. Franchisee shall further comply with the additional requirements of Section 5A-109 of the Cable Code that are not covered by this Exhibit D.

SECTION 1: DEFINITIONS

A. **Respond:** Franchisee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. **Service Call:** The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

C. **Significant Outage:** A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

D. **Standard Installation:** Installations where the subscriber is within two hundred fifty (250) feet of trunk or feeder lines.

E. **Disconnect:** Termination of Cable Service.

SECTION 2: TELEPHONE AVAILABILITY

A. The Franchisee shall maintain at least one local or toll-free telephone number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Trained and qualified Franchisee representatives shall be available to answer questions related to Cable Service and to receive Service Interruption reports in the Service Area twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. Franchisee representatives shall identify themselves by name when answering this number.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. Franchisee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the

Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones or who require the use of TTY.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon request from the County, but in no event more than once a quarter thirty (30) days following the end of each quarter, the Franchisee shall report to the County the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D.

(2) Percentage of time customers received busy signal when calling the Verizon service center as set forth in Subsection 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to the County for review upon reasonable request.

G. At the Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the County of such a change at least thirty (30) days in advance of any implementation.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with Applicable Law, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within

seven (7) business days after an order is placed if the ONT is already installed on the customer's premises. If an ONT is not already installed on the customer's premises, it shall be installed within seven (7) business days after an order is placed by the customer.

The Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

C. The Franchisee shall provide the County with a report upon request from the County, but in no event more than once a quarter thirty (30) days following the end of each quarter, noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to consumer privacy requirements, underlying activity will be made available to the County for review upon reasonable request.

At the Franchisee's option, the measurements and reporting of performance under this Section 3 may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the County of such a change not less than thirty (30) days in advance.

D. The Franchisee will offer Subscribers either a specific time or an "appointment window" alternatives for arrival to perform installations, Service Calls and other activities. Franchisee shall use good faith efforts to establish appointment windows of two (2) hours, but in no event will such windows be more than a maximum of four (4) hours, with such scheduled time blocks to be during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. Franchisee shall meet this standard for ninety-five percent (95%) of the appointments scheduled as measured on a calendar quarter basis.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall immediately notify the County of any Significant Outage of the Cable Service.

B. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the County and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the forgoing, Franchisee may perform modifications, repairs and upgrades to the System between 12:01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual subscriber notice.

C. Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Franchisee must Respond to and commence repair or maintenance activity in response to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving subscriber calls respecting Service Interruptions in the Service Area; and

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the County of a Cable Service problem.

E. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. The Franchisee shall meet the standard in Subsection E. of this Section for ninety five percent (95%) of the Service Calls it completes, as measured on a quarterly basis.

G. The Franchisee shall provide the County with a report upon request from the County, but in no event more than once a quarter within thirty (30) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the County for review upon reasonable request. At the Franchisee's option, the above measurements and reporting may be changed for calendar quarters to billing or accounting quarters. The Franchisee shall notify the County of such a change at least thirty (30) day in advance.

H. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both

are technically feasible, as determined by Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

J. With respect to service issues concerning cable services provided to County facilities, Franchisee shall Respond to all inquiries from the County within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the County in writing as to the reason(s) for the delay and provide an estimated time of repair.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the County within seventy-two (72) hours. The Franchisee shall notify the County of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The County may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Exhibit and the Agreement, “resolve” means that the Franchisee shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer’s complaint, complete any necessary corrective action and advise the Customer and the County, if requested, of the results of that investigation and the resolution of the complaint.

SECTION 6: BILLING

A. Subscriber bills must be clear, concise, and understandable. Subscriber bills must be fully and clearly itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes and/or other governmentally imposed fees. The Franchisee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Franchisee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

G. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the County prior to customer mailing.

H. The Franchisee shall provide all Subscribers with the option of paying for Cable Service by check, money order, on-line payment, payment service center, or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Franchisee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Franchisee, the payment alternative may be limited.

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

A. The Franchisee may require refundable deposits from Subscribers with 1) a poor credit or poor payment history, or 2) who refuse to provide credit history information to the Franchisee if they do not have a payment history with Franchisee. Franchisee may also require a refundable deposit from Subscribers who rent Subscriber equipment from the Franchisee. All such deposits shall be applied on a non-discriminatory basis. The deposit the Franchisee may charge Subscribers with poor credit or poor payment history, or who refuse to provide credit information if they have no payment history with Franchisee may not exceed an amount equal to an average Subscriber's monthly charge multiplied by three (3). Upon a showing that the customer has made twelve (12) consecutive on-time payments, the customer may request the deposit be returned with interest. The maximum deposit the Franchisee may charge for Subscriber equipment is the cost of the equipment which the Franchisee would need to purchase to replace the equipment rented to the Subscriber. Franchisee will not charge a deposit

hereunder in excess of \$50.00 unless and until it also implements an installment payment process for deposits in excess of \$50.00.

B. The Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The Franchisee shall pay interest on other deposits if required law.

C. Under Normal Operating Conditions, refund checks will be issued promptly, but not later than the earlier of the Subscriber's next available billing or thirty (30) days following the resolution of the event giving rise to the refund, or return of all equipment supplied by the Franchisee if service is terminated by the customer (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by the Franchisee or its' authorized agent. Appropriate time considerations shall be included in the Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8: RATES, FEES AND CHARGES

A. The Franchisee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment (for example, a dog chew).

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice. Any unpaid balance carried forward to the next month's bill will be subject to a late payment charge.

C. The Franchisee shall not charge Subscribers a late fee or otherwise penalize them for any failure by a franchisee, including failure to timely or correctly bill the subscriber, or failure to properly credit the subscriber for a payment timely made.

D. Subject to Section 14.17 of the Agreement and to the extent permitted by Applicable Law, the CATV Commission shall enforce rate regulations promulgated by the FCC in 47 CFR 76.922, et seq., for the establishment of initial basic cable service and associated equipment rates and for basic cable service and associated equipment rate increases. The Franchisee shall submit all rate filings on the proper federal forms. All CATV Commission rate

proceedings shall be consistent with the rules and regulations promulgated by the FCC and Applicable Law, including § 5A-110 of the Cable Code.

SECTION 9: DISCONNECTION /DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee sends a notice of the delinquency and impending termination prior to the proposed final termination at least ten (10) days prior to disconnection. The notice shall be mailed or emailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement. If a Subscriber fails to pay a monthly subscriber fee or other fee or charge, Franchisee may disconnect the delinquent Subscriber's service, but such disconnection shall not be effected until at least forty-two (42) days after the bill is due.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any deposit required under Section 7A above, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history and credit worthiness via an external credit agency.

D. A Subscriber may downgrade or terminate Cable Services at any time. Franchisee shall promptly disconnect or downgrade Cable Services at the Subscriber's request and charges for cable service will be discontinued at the designated time of the requested termination of Cable Service by the subscriber. No period of prior notice for a voluntary termination or downgrade of service shall be required from a Subscriber by the Franchisee. No equipment charge shall accrue or be assessed against a Subscriber in respect of such termination or downgrade provided that the Subscriber returns, or allows the Franchisee to retrieve, such equipment within five (5) business days of the termination or downgrade with respect to such termination or downgrade. Franchisee may assess such equipment charges in the event equipment is not returned or made available to the Franchisee in such five (5) business-day period until such equipment is returned. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Franchisee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by the Franchisee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from the Franchisee and to receive Cable Service or other multi-channel video service from another Person or entity.

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Franchisee shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable effort to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. The Franchisee shall send annual notices to all Subscriber informing them that any complaints or inquiries not satisfactorily handled by the Franchisee may be referred to the County.

D. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification

E. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the County including how and where the notice was given to Subscribers.

F. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address and telephone number of the County, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

A copy of notices required in this Subsection 10.F. will be given to the County at least fifteen (15) days prior to distribution to subscribers if the reason for notice is due to a change that is within the control of Franchisee and as soon as possible if not within the control of Franchisee.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

I. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

J. Franchisee shall be responsible for the omissions and negligent actions of persons contracting or subcontracting or representing the Franchisee in the course of providing service to

any Subscriber. Franchisee is responsible for and shall address complaints made against its contractors, subcontractors, representatives or agents. All contractors, subcontractors, representatives or agents of the Franchisee shall be properly trained and supervised in accordance with Franchisee's customer service standards.

SECTION 11: CUSTOMER SERVICE CENTERS

The Franchisee shall establish a Customer Service Center which is centrally located in the Franchise area when the Franchisee attains a minimum of 50,000 Subscribers in the Franchise Area or within 3 months of execution of the Agreement whichever comes first.. The Customer Service Center will be open during normal business hours and will provide services that will include but are not limited to the following:

- a. Order cable service
- b. Upgrade or downgrade cable service
- c. Pay cable bills or discuss discrepancies pertaining to bills with customer service representatives
- d. Speak directly with a customer service representative
- e. Obtain copies of cable bills
- f. Pick-up, exchange or return cable equipment
- g. Terminate cable service
- h. File a cable complaint
- i. Schedule a service visit

EXHIBIT E

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: THAT (NAME & ADDRESS) (HEREINAFTER CALLED THE PRINCIPAL), AND (NAME AND ADDRESS) (HEREINAFTER CALLED THE SURETY), A CORPORATION DULY ORGANIZED UNDER THE LAWS OF THE STATE OF (STATE), ARE HELD AND FIRMLY BOUND UNTO (NAME & ADDRESS) (HEREINAFTER CALLED THE OBLIGEE), IN THE FULL AND JUST SUM OF _____ DOLLARS (\$ _____), THE PAYMENT OF WHICH SUM, WELL AND TRULY TO BE MADE, THE SAID PRINCIPAL AND SURETY BIND THEMSELVES, THEIR HEIRS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

WHEREAS, the Principal and Obligee have entered into a Franchise Agreement dated _____ which is hereby referred to and made a part hereof, and the Franchise Agreement is subject to the “Cable Code” as defined therein..

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement and/or the Cable Code during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.
3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability

EXHIBIT F

LINE EXTENSION POLICY

Where potential Subscribers reside in an area of a Service Area with a dwelling density that does not meet the prescribed minimum density requirements set out in Subsection 3.1.4 of the Agreement (“Low Density Area”), Franchisee shall extend service to such potential Subscribers in the Low Density Area under the following conditions:

- (i) The potential Subscribers agree to pay a one-time up-front charge equivalent to Franchisee’s cost of extending the System in order to deliver Cable Service to such Subscribers. Franchisee's one-time charge will include all costs required to extend the System, including, but not limited to, total construction, engineering, design, capital and administrative costs (“Extension Costs”); or
- (ii) Potential Subscribers representing 15 residents per proposed cable plant mile as measured in strand footage from the nearest technically feasible point on the active trunk or feeder line, sign agreements to subscribe to Franchisee’s Cable Services for 12 months.

1. Criteria for Extensions

The following criteria apply if a potential Subscriber or group of Subscribers residing in the same area request an extension of Franchisee’s network and/or facilities to a Low Density Area so that they may subscribe to Franchisee Cable Services:

- a. The potential Subscriber (or collective group of potential Subscribers) must reside in an area where the planned video serving office has already been constructed and the buildout in the area has been completed or the time for the buildout has expired. This provision may be waived at Franchisee’s sole discretion, if it should complete its buildout sooner than the Agreement allows;
- b. With respect to clause (i) above, the potential Subscriber or group of Subscribers agrees to pay the one-time up-front charge for the Extension Costs. Franchisee will promptly provide the estimate of the Extension Costs for the line extension to the potential Subscriber (or the pro-rata cost estimate to each member of a group of potential Subscribers). Franchisee may require each potential Subscriber requesting service to execute an agreement reasonably reflecting such party’s responsibility for the Extension Costs;
- c. With respect to clause (i) above, if sufficient payments are made to cover Franchisee’s Extension Costs and all necessary agreements are returned to Franchisee, then Franchisee will proceed to construct the extension and such extension shall become a part of Franchisee’s Service Area in which the density requirement has been satisfied for the provision of Cable Service; and
- d. Notwithstanding the above requirements, Franchisee may deny extension requests

upon a showing to the County's reasonable satisfaction (which shall not be unreasonably delayed or withheld) that there are significant technical or legal limitations on Franchisee's ability to satisfy the request make a line extension impracticable or unreasonably expensive.

2. Ownership of Facilities

Franchisee shall own and maintain any and all facilities added, constructed or extended as a result of a request for construction pursuant to this line extension policy.

WRFMAIN 12504596.14