

RENEWAL
CABLE TELEVISION FRANCHISE
FOR
ALLENSTOWN,
NEW HAMPSHIRE

Table of Contents

INTRODUCTION.....	4
DEFINITIONS	5
SECTION 1.1 - DEFINITIONS	5
GRANT OF RENEWAL FRANCHISE	9
SECTION 2.1 - GRANT OF RENEWAL FRANCHISE.....	9
SECTION 2.2 - TERM: NON-EXCLUSIVITY.....	9
SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS.....	9
SECTION 2.4 - RENEWAL	10
SECTION 2.5 - RESERVATION OF AUTHORITY	10
SECTION 2.6 - NON-EXCLUSIVITY OF FRANCHISE.....	10
SYSTEM SPECIFICATIONS AND CONSTRUCTION.....	13
SECTION 3.1 - AREA TO BE SERVED	13
SECTION 3.2 - SUBSCRIBER NETWORK.....	15
SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS	15
TECHNOLOGICAL AND SAFETY STANDARDS	16
SECTION 4.1 - SYSTEM MAINTENANCE	16
SECTION 4.2 - REPAIRS AND RESTORATION	17
SECTION 4.3 - TREE TRIMMING	17
SECTION 4.4 - STRAND MAPS	17
SECTION 4.5 - BUILDING MOVES.....	18
SECTION 4.6 - DIG SAFE	18
SECTION 4.7 - DISCONNECTION AND RELOCATION.....	18
SECTION 4.8 - EMERGENCY REMOVAL OF PLANT.....	19
PROGRAMMING.....	20
SECTION 5.1 - BASIC CABLE SERVICE.....	20
SECTION 5.2 - PROGRAMMING.....	20
SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS	20
SECTION 5.4 - STEREO TV TRANSMISSIONS	20
SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE.....	21
CUSTOMER SERVICE AND CONSUMER PROTECTION.....	22
SECTION 6.1 - CUSTOMER SERVICE.....	22
SECTION 6.2 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES	22
SECTION 6.3 - SERVICE INTERRUPTIONS	22
SECTION 6.4 - SUBSCRIBER TELEVISION SETS	22
SECTION 6.5 - PROTECTION OF SUBSCRIBER PRIVACY	23
SECTION 6.6 - MONITORING [SEE 47 USC 551]	23
SECTION 6.7 - POLLING [SEE 47 USC 551].....	23
SECTION 6.8 - PROPRIETARY INFORMATION	24
SECTION 6.9 - EMPLOYEE IDENTIFICATION CARDS.....	24
PRICES AND CHARGES	25
SECTION 7.1 - PRICES AND CHARGES	25
REGULATORY OVERSIGHT.....	26
SECTION 8.1 - INDEMNIFICATION	26
SECTION 8.2 - INSURANCE	26
SECTION 8.3 - PERFORMANCE BOND	27

SECTION 8.4 – FRANCHISE AND FRANCHISE FEES	27
SECTION 8.6 - EQUAL EMPLOYMENT OPPORTUNITY	28
SECTION 8.7 - REVOCATION OF FRANCHISE.....	28
SECTION 8.8 - NOTICE AND OPPORTUNITY TO CURE	28
SECTION 8.9 - TRANSFER OR ASSIGNMENT	30
SECTION 8.10 - REMOVAL OF SYSTEM	30
SECTION 8.11 - INCORPORATION BY REFERENCE	30
MISCELLANEOUS	32
SECTION 9.1 - SEVERABILITY	32
SECTION 9.2 - FORCE MAJEURE.....	32
SECTION 9.3 - NOTICES	32
SECTION 9.4 - ENTIRE AGREEMENT	33
SECTION 9.5 - CAPTIONS	34
SECTION 9.6 - WARRANTIES	34
SECTION 9.7 - APPLICABILITY OF RENEWAL FRANCHISE.....	34

ALLENSTOWN RENEWAL FRANCHISE INTRODUCTION

WHEREAS, Comcast of **Maine/New Hampshire, Inc.**, (hereinafter "Franchisee"), is the duly authorized holder of a Franchise to operate a cable television system in the Town of Allenstown, New Hampshire (hereinafter the "Town"), said Franchise having commenced on July 11, 1990;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated August 5, 2002 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal Franchise with the Franchisee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Board of Selectmen, as the Franchising Authority, finds that Franchisee has complied with the terms of its previous Franchise.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:

ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), unless otherwise defined herein.

(a) Basic Cable Service – any service tier which includes the retransmission of local television broadcast signals.

(b) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Television System or Cable System – the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Allenstown, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d)

an open video system that complies with section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(d) Cable Service – the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Drop - The coaxial cable that connects a home or building to the Subscriber Network.

(f) Effective Date – July 5, 2005.

(g) FCC - Federal Communications Commission or any successor governmental entity.

(h) Franchise Fee – The payments to be made by the Franchisee to the Franchising Authority, which shall have the meaning set forth in section 622 (g) of the Cable Act.

(i) Franchisee - Comcast of Maine/New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(j) Franchising Authority – The Board of Selectmen of the Town of Allenstown, New Hampshire or the lawful designee thereof.

(k) Gross Annual Revenues - Revenue received by the Franchisee from the operation of the Cable System in the Town of Allenstown to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Annual Revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority and collected by the Franchisee on behalf of such entity.

(l) Multichannel Video Programming Distributor - A person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(m) Outlet - An interior receptacle that connects a television set to the Cable Television System.

(n) Person - An individual, partnership, association, joint stock company, trust, corporation or governmental entity.

(o) Public Way - The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Allenstown, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Allenstown for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof 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.

(p) Public Buildings - Those buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(q) Renewal Franchise or Franchise - Means this Agreement and any amendments or modifications in accordance with the terms herein.

(r) Standard Installation - The standard one hundred twenty-five foot (125') Drop connection to the existing distribution system.

(s) Subscriber - A Person or user of the Cable System who lawfully receives Cable Service with the Franchisee's express permission.

(t) Subscriber Network - The trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(u) Town - The Town of Allenstown, New Hampshire.

(v) Video Programming – Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2
GRANT OF RENEWAL FRANCHISE

SECTION 2.1 - GRANT OF RENEWAL FRANCHISE

(a) Pursuant to the authority of RSA 53-C of the Laws of the State of New Hampshire, and Cable Act as amended, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to the Franchisee, authorizing and permitting said Franchisee to construct, operate and maintain a Cable Communications System within the municipal limits of the Town. Nothing in this Franchise shall be construed to prohibit the Franchisee from offering any service over its Cable Communications System that is not prohibited by federal and state law.

(b) This Renewal Franchise is subject to the terms and conditions contained in RSA Chapter 53-C of the laws of New Hampshire; the regulations of the FCC; the Cable Act; and all State and federal statutes, as all may be amended.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, upgrade, install, operate and maintain a Cable Communications System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal Franchise shall be for a period of ten (10) years and shall commence on July 11, 2005, following the expiration of the current Franchise, and shall terminate at midnight on July 10, 2015.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Permission is hereby granted to the Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the

existing poles and conduits on and under public streets and ways, provided the Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal Franchise shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, the Franchisee, or this Franchise, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. Any conflict between the terms of this Renewal Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - NON-EXCLUSIVITY OF FRANCHISE

(a) The Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional Franchises to provide Cable Service within the Town; provided, that no such franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to: franchise fees; insurance; system build-out requirements; performance bonds or

similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the Franchising Authority which, in the reasonable opinion of the Franchisee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the Franchising Authority agrees that it shall amend this Franchise Agreement to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Town, in whole or in part, the Franchising Authority shall serve or require to be served a copy of such application upon any existing Franchisee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television Franchise(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal Franchise.

(d) The issuance of additional Franchise(s) shall be subject to all applicable federal and state laws.

(e) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Franchisee, hereafter provides Video Programming to residents of the Town, and is not required by applicable law to be franchised by the Franchising Authority, and to the extent that the Franchisee reports to the Franchising Authority, in writing, that the providing of such Video Programming if such Multichannel Video Programming Distributor is having a substantial negative financial impact upon the Franchisee's Cable System in the Town, the Franchisee may request, in writing, that the Franchising Authority convene a public hearing on that issue. The Franchising Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Franchisee.

(i) Along with said written request, the Franchisee shall provide the Franchising Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to present the basis and the reasons for its determination. The Franchisee shall provide the Franchising Authority with such financial and other relevant information as is reasonably requested.

(ii) Should the Franchisee demonstrate that the Video Programming of such Multichannel Video Programming Distributor is having a substantial negative financial impact upon the Franchisee's Cable System in the Town, the Franchising Authority shall make equitable amendments to this Renewal Franchise.

**ARTICLE 3
SYSTEM SPECIFICATIONS AND CONSTRUCTION**

SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee shall make Cable Service available to every residential dwelling unit within the Town/City where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile providing however, that such dwelling units are within one (1) mile of the existing Cable System and the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act . Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five feet (125') of the Franchisee's Distribution Cable. For non-Standard Installations the Franchisee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred and eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Franchisee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred twenty-five feet (125 ft.) aerial or one hundred twenty-five feet (125 ft.) underground of the Distribution Cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred twenty-five feet (125 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws. For installations more than one hundred twenty-five feet (125

ft.), not involving a hard surface, the first one hundred twenty-five feet (125 ft.) shall be at the Standard Installation rate.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in Town are underground, the Franchisee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality, and (2) the Franchisee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies in Town. Such reimbursement shall be through payment from the Town. In any area of Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 3.2 - SUBSCRIBER NETWORK

The Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum of seventy-seven (77) channels of Video Programming to Allenstown subscribers.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

(a) The Franchisee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Franchising Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

(b) Franchisee shall provide one (1) Drop, Outlet and Basic Cable Service at no charge to all new Public Buildings and other Town owned Public Buildings, along the Distribution Cable subject to the limitations set forth above. The Franchising Authority or its designee shall consult with a representative of the Franchisee to determine the appropriate location for each Outlet prior to requesting that the Franchisee install the free service.

(c) Nothing in this Section shall require the Franchisee to move existing Drops or Outlets, as listed in **Exhibit A**, or install an additional Drop or Outlet to any municipal or Town/City owned or leased Public Building which already have a free Drop or Outlet.

ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town/City, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Franchising Authority, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs, and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Franchisee to comply within the time specified, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Franchisee upon written demand by the Franchising Authority.

SECTION 4.3 - TREE TRIMMING

The Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Franchisee, in accordance with applicable state law and any Town bylaws/ordinances and regulations.

SECTION 4.4 - STRAND MAPS

The Franchisee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist, the location of all streets and the location of all residences.

The strand maps will be retained at Franchisee's primary place of business and will be available to the Franchising Authority for inspection by the Franchising Authority upon written request.

SECTION 4.5 - BUILDING MOVES

(a) In accordance with applicable laws, the Franchisee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The permit holder shall pay the cost of moving the wires.

(b) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.6 - DIG SAFE

The Franchisee shall comply with all applicable "dig safe" provisions pursuant to New Hampshire Laws, outlined in RSA 374:51

SECTION 4.7 - DISCONNECTION AND RELOCATION

(a) The Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring the Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility.

(c) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

ARTICLE 5 PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

The Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534. In accordance with federal law, Franchisee shall not scramble or otherwise encode, for the entire term of this Franchise any of the Basic Cable Services.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, the Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Franchisee.

(b) Franchisee shall comply with 47 C.F.R. part 76. the FCC Rules and Regulations.

SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS

The Franchisee shall allow Subscribers to purchase remote control devices, which are compatible with the converter installed by the Franchisee, if any, and allow the use of remotes. The Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All broadcast signals that are transmitted to the Franchisee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, the Franchisee shall make available channel capacity for commercial use by persons unaffiliated with the Franchisee. Rates for use of commercial access channels shall be negotiated between the Franchisee and the commercial user in accordance with federal law.

**ARTICLE 6
CUSTOMER SERVICE AND CONSUMER PROTECTION**

SECTION 6.1 - CUSTOMER SERVICE

The Franchisee shall comply with all customer service regulations of the FCC (47 C.F.R. 76.1603 as they exist or as they may be amended from time to time.

SECTION 6.2 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES

The Franchisee shall not remove any television antenna of any Subscriber but shall, at the Franchisee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 6.3 - SERVICE INTERRUPTIONS

In the event that the Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Franchisee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Franchisee from the Subscriber.

SECTION 6.4 - SUBSCRIBER TELEVISION SETS

The Franchisee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Franchisee may make adjustments to television sets in the course of normal maintenance.

SECTION 6.5 - PROTECTION OF SUBSCRIBER PRIVACY

The Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 6.6 – MONITORING [SEE 47 USC 551]

Neither the Franchisee nor its designee nor the Franchising Authority nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that the Franchisee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Franchisee shall report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Franchisee. The Franchisee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

SECTION 6.7 – POLLING [SEE 47 USC 551]

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The

Franchisee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 6.8 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, the Franchisee shall not be required to disclose information, which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive.

SECTION 6.9 - EMPLOYEE IDENTIFICATION CARDS

All of the Franchisee’s employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Franchisee.

ARTICLE 7
PRICES AND CHARGES

SECTION 7.1 - PRICES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 8

REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION

The Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 8.2 - INSURANCE

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise) with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Renewal Franchise, the Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of the Franchisee. Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 8.3 - PERFORMANCE BOND

(a) The Franchisee shall maintain throughout the duration of this Renewal Franchise a performance bond in the amount of Fifteen Thousand Dollars (\$15,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the satisfactory operation of the Cable System.

(b) The Franchisee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Franchising Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

SECTION 8.4 – FRANCHISE AND FRANCHISE FEES

(a) Franchisee shall pay to the Town as a Franchise Fee a sum equal to three percent (3%) of the Franchisee's annual Gross Annual Revenues. Said payment shall be made annually, and shall be paid within ninety (90) days after December 31st of each year for the proceeding

calendar year (Jan-Dec). The first and last payments are to be prorated to reflect the months of this Franchise only.

(b) Franchise Fee checks will be made payable to the Franchising Authority.

(c) The Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include all amounts within the definition of “franchise fee” in the Cable Act and the amount of the Technology Fund in Section 6.1.

SECTION 8.6 - EQUAL EMPLOYMENT OPPORTUNITY

The Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 8.7 - REVOCATION OF FRANCHISE

The Franchise issued hereunder may, after due written notice and hearing, be revoked by the Franchising Authority in accordance with law and after following the process in Section 9.8.

SECTION 8.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

(c) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that the Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against the Franchisee by the Franchising Authority shall be considered null and void.

SECTION 8.9 - TRANSFER OR ASSIGNMENT

This Renewal Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. The application for consent to an assignment or transfer shall be signed by the Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. If the Franchising Authority has not taken action on the Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 8.10 - REMOVAL OF SYSTEM

Upon termination of this Renewal Franchise or of any renewal hereof by passage of time or otherwise, the Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority or property owner may deem any property not removed as having been abandoned.

SECTION 8.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to the laws of New Hampshire, and the rules and regulations of the FCC, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

**ARTICLE 9
MISCELLANEOUS**

SECTION 9.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 9.2 - FORCE MAJEURE

If for any reason of force majeure the Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within the Franchisee's control.

SECTION 9.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchising Authority may specify in writing to the Franchisee.

Town of Allenstown
Attn: Board of Selectmen
16 School Street
Allenstown, NH, 03275

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.
Attn: Director of Government & Community Relations
4 Lyberty Way
Westford, MA 01886

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
1500 Market Street
Philadelphia, PA 19102

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 9.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 9.5 - CAPTIONS

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such sections shall not affect the meaning or interpretation of the Renewal Franchise.

SECTION 9.6 - WARRANTIES

The Franchisee warrants, represents and acknowledges that, as of the Effective Date of this Renewal Franchise:

- (a) The Franchisee in good standing under the laws of the State;
- (b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal Franchise, to enter into and legally bind the Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise;
- (c) This Renewal Franchise is enforceable against the Franchisee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against the Franchisee, which would interfere with performance of this Renewal Franchise.

SECTION 9.7 - APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to the Town, the Franchisee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 28th DAY OF
February 2005.

TOWN OF ALLENSTOWN

By:

Andrew S. Honle
Selectman

Landra McKenney
Selectman

[Signature]
Selectman

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

By:

[Signature]
Kevin M. Casey
Senior Vice President
New England Region

EXHIBIT A

**PUBLIC BUILDINGS ON
THE CABLE SYSTEM**

Public School Buildings:

Pinehaven School	133 River Road
Allenstown School	30 Main Street
Dupont School	10 ½ School Street

Municipal Buildings:

Allenstown Library	59 Main Street
Allenstown Fire Department	1 Ferry Street

EXHIBIT B

PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.