



10/29/05 - 10/28/15

AGREEMENT BETWEEN THE CITY OF CONCORD AND COMCAST

Whereas, this Agreement is between Comcast of Maine/New Hampshire, Inc. ("Comcast") and the City Council of the City of Concord, NH (the "City"), in its role as statutory Franchising Authority, regarding Video Origination Locations and the existing Institutional Loop (the "I-Loop"), as more fully delineated below; and

Whereas, representatives from Comcast and the Franchising Authority have been negotiating in good faith regarding the I-Loop and video return capability as described in the Cable Television Franchise effective June 1, 1990 (the "Prior Franchise"); and,

Whereas, this Agreement shall be executed concurrently with the execution date (the "Execution Date") of the Concord Cable Television Renewal Franchise (the "Renewal Franchise"); and

NOW THEREFORE, the Franchising Authority and Comcast mutually agree to completely resolve said I-Loop and video return capability issues as follows:

Article 1: Technology Fund Payment

- (a) Comcast shall provide a one-time payment to the City in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) for the purposes of supporting the City's technology needs. This payment will be delivered to the City within sixty (60) days of the Execution Date of this Agreement.
- (b) Comcast agrees not to pass the cost of this Two Hundred Twenty-Five Thousand Dollar (\$225,000.00) payment through to its subscribers in any manner, and shall not charge the City or the Franchising Authority for such payment.

Article 2: Video Return Capability

- (a) Comcast shall provide return video capability on the existing video origination return lines on the existing I-Loop from City Hall at 41 Green Street and from the CCTV studio at 170 Warren Street to the headend until such time as new video origination return lines are constructed in accordance with Section 2(b) below.
- (b) No later than December 31, 2006, Comcast shall construct, own, operate and maintain new video origination return lines from City Hall at 41 Green Street and from the CCTV studio at 170 Warren Street to the headend. These new video origination return lines, in conjunction with the provisions of Article 1, shall replace the existing I-Loop. This paragraph(b) shall in no way change or revise the requirements of Section 7.4 and/or 7.5 of the Renewal Franchise, which Sections shall remain in full force and effect.

Article 3: Future Obligations

Subject to the provisions herein, the Franchising Authority agrees that, after December 31, 2006, Comcast shall have no further responsibility for owning, operating, or maintaining the existing I-Loop. Comcast shall comply with Section 4.2(a) of the Renewal Franchise in removing I-Loop-related facilities equipment and electronics, and I-Loop cables, if and where feasible and practical, from the public rights-of-way in a timely manner.

This Agreement is hereby agreed to by Comcast of Maine/New Hampshire, Inc.:


BY: Kevin Casey, Senior Vice President

Date: 12/14/05

This Agreement is hereby agreed to by the City of Concord:


BY: The Honorable Michael L. Donovan, Mayor

Date: 10/28/05



Comcast Cable
676 Island Pond Road
Manchester, NH 03109
603.695.1400 Tel
603.628.3303 Fax
www.comcast.com

December 15, 2005

VIA OVERNIGHT MAIL

The Honorable Michael L. Donovan
Office of the Mayor
City of Concord
41 Green Street
Concord, NH 03301

Re: Concord Renewal Cable Television Franchise Agreement

Dear Mayor Donovan:

Enclosed please find two (2) fully executed originals of the Renewal Cable Television Franchise Agreement between the City of Concord and Comcast of Maine/New Hampshire Inc. As you know, the term is for a ten (10) year period, which commenced on October 29, 2005 and expires at midnight on October 28, 2015.

If you have any questions about this mailing, please feel free to contact me at 603.695.1492.

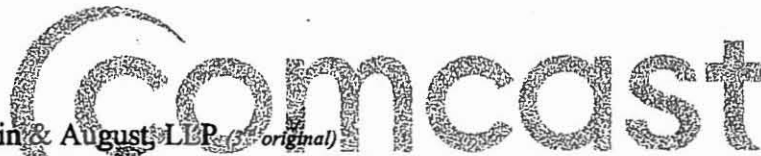
Sincerely,

Denise Mason
Franchising Coordinator

/dmm

Enc.

cc: Peter Epstein, Esq. – c/o Epstein & August LLP (5th original)
Nick Leuci – Comcast Regional Director of Franchising & Community Relations (4th original)
John Fouhy – Comcast Director of Government & Community Relations (5th original)
Rob Travers – Comcast Manager of Government & Community Relations
Comcast Local Accounting Department
Comcast Divisional Government Affairs Department



COMCAST AGREEMENT WITH CITY OF CONCORD

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-Concord Cable Television Renewal Franchise-

**CABLE TELEVISION
RENEWAL FRANCHISE**

GRANTED TO

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

**THE CITY COUNCIL
CITY OF CONCORD,
NEW HAMPSHIRE**

OCTOBER 28, 2005

-Concord Cable Television Renewal Franchise-

EXHIBITS

Institutional Loop Buildings	Exhibit 1
Programming and Initial Signal Carriage	Exhibit 2
Free Drops and Monthly Service to Public Buildings and Schools	Exhibit 3
Gross Annual Revenues Reporting Form	Exhibit 4
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-Concord Cable Television Renewal Franchise-

A G R E E M E N T

This Cable Television Renewal Franchise entered into this 28th day of October, 2005, by and between Comcast of Maine/New Hampshire, Inc., a New Hampshire corporation, and the City Council of the City of Concord, New Hampshire, as Franchising Authority for the renewal of the cable television franchise(s) pursuant to RSA: 53-C.

WITNESSETH

WHEREAS, the Franchising Authority of the City of Concord, New Hampshire, pursuant to RSA: 53-C is authorized to grant one or more nonexclusive, revocable cable television renewal franchises to construct, operate and maintain a Cable Television System within the City of Concord; and

WHEREAS, the Franchising Authority conducted public hearings, pursuant to Section 626 of the Cable Act, on January 29, 2003 and March 1, 2004 to (1) ascertain the future cable related community needs and interests of Concord, and (2) review the performance of Comcast of Maine/New Hampshire, Inc. during its current franchise term; and

WHEREAS, the Franchising Authority and Comcast of Maine/New Hampshire, Inc. did engage in good faith negotiations and did agree on various provisions regarding the Cable Television System in Concord; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1--DEFINITIONS

For the purpose of this Renewal Franchise, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory

- (1) **Access:** The right or ability of any Concord resident and/or any Persons affiliated with a Concord institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) **Access Channel:** A video channel which the Franchisee shall make available to the City of Concord and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by Access Users, City departments and agencies, public schools, educational, institutional and similar organizations.
- (3) **Access Corporation:** The entity as may be designated from time to time by the Franchising Authority for the purpose of providing/managing Public, Educational and Governmental Access channel capacity, facilities, training and programming for Concord Subscribers.
- (4) **Affiliate or Affiliated Person:** A Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person
- (5) **Basic Service:** Any service tier which includes the retransmission of local television broadcast Signals.
- (6) **Cable Act:** Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
- (7) **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.
- (8) **Cable Television System or Cable System:** 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 City.

-Concord Cable Television Renewal Franchise-

(9) City: The City of Concord, New Hampshire.

(10) City Solicitor: The City Solicitor of the City of Concord, New Hampshire.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(12) Complaint: Any written or verbal contact with the Franchisee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Franchisee's control, and (2) requires a corrective measure on the part of the Franchisee.

(13) Converter: Any device changing the frequency of a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(14) Department of Public Works ("DPW"): The Department of Public Works of the City of Concord, New Hampshire.

(15) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(16) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(17) Effective Date of the Renewal Franchise (the "Effective Date"): October 29, 2005.

(18) Execution Date of the Renewal Franchise (the "Execution Date"): October 28, 2005.

(19) FCC: The Federal Communications Commission, or any successor agency.

(20) Franchise Fee: The payments to be made by the Franchisee to the City of Concord, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

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

(22) Franchising Authority: The City Council of the City of Concord, New Hampshire.

(23) Gross Annual Revenues: All revenues derived by the Franchisee and/or its Affiliates for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees ("Fee-on-fee"); all Commercial Subscriber revenues (including bulk account revenues); fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro-rata

-Concord Cable Television Renewal Franchise-

portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of Franchise Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenues of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(24) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(25) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk.

(26) Institutional Loop ("I-Loop"): The separate cable system which is capable of carrying audio and video programming and digital information upstream and downstream between and among municipal and educational institutions and locations, and which is separate and distinct from the Basic Service Cable System.

(27) Leased Channel or Leased Access: A video channel(s) which the Franchisee shall make available pursuant to Section 612 of the Cable Act.

(28) 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 (1) night per week and/or some weekend hours.

(29) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(30) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.

(31) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.

(32) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(33) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(34) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

-Concord Cable Television Renewal Franchise-

(35) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(36) Person: Any Provider, partnership, limited partnership, corporation, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(37) Prime Rate: The prime rate of interest at Bank of America, or its successor.

(38) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

(39) Renewal Franchise: The non-exclusive Cable Television Franchise granted to the Franchisee by this instrument.

(40) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter issued by the Franchisee.

(41) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Franchisee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(42) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(43) State: The State of New Hampshire.

(44) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Franchisee by means of, or in connection with, the Cable Television System.

(45) Subscriber Network: The Cable System of at least 750 MHz to be owned, operated and maintained by the Franchisee, over which Signals can be transmitted to Subscribers.

(46) Transfer: The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of the ownership or Control of the System or of this Renewal Franchise, to a Person or a group of Persons.

(47) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Cable Drops to homes or buildings.

-Concord Cable Television Renewal Franchise-

(48) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(49) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(50) VCR: The acronym for video cassette recorder.

(51) Video Programming or 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

Pursuant to the authority of RSA Chapter 53-C of the laws of the State of New Hampshire, and subject to the terms and conditions set forth herein, the City Council of the City of Concord, New Hampshire, as the Franchising Authority of the City, hereby grants a non-exclusive Cable Television Renewal Franchise to the Franchisee authorizing the Franchisee to upgrade, install, operate and maintain a Cable Television System within the corporate limits of the City of Concord.

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 City, State and federal statutes and ordinances of general application, as all may be amended.

Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to upgrade, install, operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Concord within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of New Hampshire and the City of Concord. In exercising rights pursuant to this Renewal Franchise, the Franchisee shall not endanger the lives of Persons, interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Renewal Franchise does not establish priority for use over other present or future permit holders or the City's own use of Public Ways and places. Disputes between the Franchisee and other parties regarding use of Public Ways and places shall be resolved in a court of appropriate jurisdiction.

Section 2.2---TERM OF RENEWAL FRANCHISE

The term of this Renewal Franchise shall be a ten (10) year term, commencing on October 29, 2005 and expiring at midnight on October 28, 2015, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL FRANCHISE

(a) This Renewal Franchise shall not affect the right of the Franchising Authority to grant to any other Person a Franchise or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System

-Concord Cable Television Renewal Franchise-

within the City of Concord; or the right of the Franchising Authority to permit the use of the Public Ways and places of the City for any purpose(s) whatsoever. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses, subject to Section 2.3(b) below.

(b) Pursuant to RSA Chapter 53-C:3-b(I), the grant of any additional cable television franchise(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal Franchise.

Section 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal Franchise, the Franchisee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public, in accordance with applicable laws. The Franchisee shall comply with all applicable DPW regulations, and any ordinances and/or regulations enacted and/or amended by the City. Any conflict between the terms of this Renewal Franchise and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of competent jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of this Renewal Franchise, or of any renewal thereof by passage of time or otherwise, and unless (1) the Franchisee has had its franchise renewed for another term or (2) the ownership of the Cable System has been transferred to another Person pursuant to applicable law, the Franchisee shall remove all of its supporting structures, poles, Trunk and Distribution Systems, and other appurtenances from the Public Ways and shall restore the areas, as close as possible, to their original condition. If such removal is not complete within six (6) months of such termination, the Franchising Authority may deem any property not removed as having been abandoned.

ARTICLE 3

TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE

Section 3.1---TRANSFER OF THE RENEWAL FRANCHISE

(a) Subject to applicable law, neither this Renewal Franchise, nor control thereof, nor any right thereto, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal Franchise to any other Person, company and/or other entity, without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. Such consent shall be given upon a written application therefor on forms prescribed by the FCC.

(b) The application for consent to a transfer or assignment shall be signed by the Franchisee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(c) The Franchisee shall submit to the Franchising Authority an original and five (5) copies, unless otherwise directed, of its FCC Form 394 (or such other or successor form used to request consent to any such transfer or assignment). The request for approval of transfer or assignment shall also contain all reasonably appropriate documentation and such additional information as the Franchising Authority may reasonably require.

(d) The consent of the Franchising Authority shall be given only after a public hearing, if such a hearing is scheduled by the Franchising Authority, in writing, in a timely manner, or requested by the Franchisee, in writing, in a timely manner, to consider the written request for transfer. The Franchising Authority shall complete review of the request for transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for transfer. If the Franchising Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless the requesting party and the Franchising Authority agree to an extension of time.

(e) For purposes of determining whether it shall consent to any such change of control and ownership, the Franchising Authority shall consider the legal, financial and technical qualifications of the prospective controlling or owning Person, and any other criteria allowable under State and/or federal law(s).

(f) Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all of the terms and conditions contained in this Renewal Franchise.

Section 3.2---EFFECT OF UNAUTHORIZED ACTION

(a) The taking of any action in violation of Section 3.1 herein shall be null and void, and shall be deemed a material breach of this Renewal Franchise.

-Concord Cable Television Renewal Franchise-

(b) If the Franchising Authority denies its consent to any such action and a transfer has nevertheless been effected, the Franchising Authority may revoke and terminate this Renewal Franchise.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the City.

Section 3.3—NO WAIVER OF RIGHTS

The consent or approval of the Franchising Authority to any assignment, lease, transfer or sublease of the Renewal Franchise granted to the Franchisee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under this Renewal Franchise, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal Franchise.

ARTICLE 4

SYSTEM DESIGN

Section 4.1---SUBSCRIBER NETWORK

(a) The Franchisee shall continue to operate, maintain and make available to residents of the City its existing Subscriber Network of at least 750 MHz. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

(b) The Franchisee shall transmit all of its Signals to Concord Subscribers in stereo, provided that such Signals are furnished to the Franchisee in stereo.

Section 4.2---INSTITUTIONAL LOOP

(a) Through December 31, 2006, the Franchisee shall continue to operate and maintain, its existing, separate Institutional Loop (the "I-Loop") to be utilized by the City, its departments and/or designees, for upstream and downstream audio, video and data use. After December 31, 2006, the Franchisee shall no longer be required to maintain and operate the Loop. After December 31, 2006, the Franchisee shall remove all I-Loop-related facilities, equipment and electronics and I-Loop cables, if and where feasible and practical, from the public rights-of-way in a timely manner.

(b) The I-Loop shall connect the City and School buildings specified in **Exhibit 1** ("I-Loop Buildings"), attached hereto and made a part hereof.

(c) The Franchisee shall ensure that the I-Loop is maintained at all times in the downstream and upstream directions and that the I-Loop conforms to all applicable FCC standards. Upon written request of the Franchising Authority, the Franchisee shall report to the Franchising Authority, in writing, on the status of I-Loop performance, with an emphasis on the performance and reliability of the I-Loop Upstream Channels.

(d) The I-Loop shall be interconnected with the Subscriber Network at the Headend, Hub Site or other location. All remote I-Loop Signal transmissions shall be sent on an I-Loop Upstream Channel to the Headend, Hub Site or other location, where such Signal transmissions shall be reprocessed, switched and designated on the appropriate PEG Access Downstream Channel on the Subscriber Network. The Franchisee shall be responsible for the switching of an I-Loop Upstream Channel to the appropriate Subscriber Network Downstream Channel. Said switching shall be performed by the Franchisee at no cost to the City.

(e) There shall be no charges to the City its departments and/or designees for said I-Loop.

Section 4.3--EMERGENCY ALERT SYSTEM

(a) The Subscriber Network, described in Section 4.1 herein, shall continue to have an activated emergency audio alert override of all Downstream Channels, to be controlled remotely by the Franchising Authority, and provided by the Franchisee at its sole cost and expense. Said audio override shall continue to conform to the specifications provided by the Franchisee. In the event that applicable State and/or federal law makes it unlawful for the Franchisee to provide said local emergency audio alert override as required herein, the Franchisee shall no longer be required to do so; provided, however, that the Franchisee shall notify the Franchising Authority in writing of said State and/or federal law(s).

(b) The Subscriber Network shall also comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 4.4--PARENTAL CONTROL CAPABILITY

The Franchisee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

ARTICLE 5

MAINTENANCE AND OPERATION

Section 5.1—SERVICE AVAILABILITY

(a) The Franchisee shall make its Cable System Service available to all residents of the City, within seven (7) days of a request therefor, subject to paragraph (b) below and provided that the Franchisee is able to obtain any necessary easements and/or permits and subject to the completion of make-ready work, if any. The Franchisee shall make every reasonable effort to obtain such private rights-of-ways and MDU access agreements in the City in order to make Cable Service(s) available to all residents, and will comply with applicable State laws or regulations.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than two hundred feet (200') from the existing aerial Trunk and Distribution System and additions thereto. The Franchisee may charge residents located more than 200 aerial feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges including a rate of return in accordance with applicable law in addition to the standard installation charge. The Franchisee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 200 aerial feet from the existing Trunk and Distribution System, subject to Force Majeure. Underground installations are considered non-standard installations and may be subject to additional charge(s).

(c) The Franchisee shall provide Cable Television Service(s) to any residential dwelling units in downtown Concord that are occupied and service has been requested, within six (6) months of being notified by the Franchising Authority of any such dwelling units and the occupation thereof.

Section 5.2—LOCATION OF CABLE TELEVISION SYSTEM

The Franchisee shall operate and maintain the Cable Television System within the City of Concord. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 5.3—UNDERGROUND FACILITIES

(a) In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Franchisee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the City at the sole cost and expense of such telephone and electric utility companies, the Franchisee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City by-laws, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 5.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Franchisee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Franchisee shall comply with all rules established by the Franchising Authority and/or its designee(s) during the term of this Renewal Franchise. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City's DPW.

Section 5.5---RESTORATION TO PRIOR CONDITION

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, 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 performance thereof. Upon failure of the Franchisee to comply within the specified time period, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

Section 5.6---TEMPORARY RELOCATION

The Franchisee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the party requesting such move, unless otherwise required or permitted by applicable law. The Franchisee shall be given reasonable notice necessary to maintain continuity of service.

Section 5.7---DISCONNECTION AND RELOCATION

The Franchisee shall, without charge to the City, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Franchising Authority and/or its designee(s) 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 City department acting in a governmental capacity.

Section 5.8---SAFETY STANDARDS

The Franchisee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the New Hampshire Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 5.9---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Franchisee in and on the City's Public Way(s), subject to the Franchisee applying for and receiving a permit for such installation and/or utilization. Such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Franchisee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City approved locations to be determined when the Franchisee applies for a permit. All such equipment shall be shown on the maps submitted to the City in accordance with Section 5.12 infra. In the event that the Franchisee is no longer utilizing any such Pedestals for Cable Service(s), the Franchisee shall remove any such Pedestals and accompanying Cable Service infrastructure from the Public Way(s) expeditiously.

Section 5.10---PRIVATE PROPERTY

The Franchisee, at its sole cost and expense, shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the City. The Franchisee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

Section 5.11---RIGHT TO INSPECTION OF CONSTRUCTION

(a) The Franchising Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal Franchise in order to ensure compliance with the terms and conditions of this Renewal Franchise and all other applicable law. Any such inspection shall not interfere with the Franchisee's operations, except in emergency situations.

(b) Any inspections conducted by the Franchising Authority or its designees shall be at the sole cost and expense of the City and shall have the prior written approval of the Franchisee, which approval shall be given in a timely manner and which approval shall not be unreasonably denied or withheld. Unless otherwise mutually agreed upon, the City shall give at least fourteen (14) days prior notification to the Franchisee of its intention to conduct any inspection. The Franchisee shall be afforded the opportunity to be present during all such inspection.

Section 5.12---CONSTRUCTION MAPS

(a) Upon written request, the Franchisee shall file with the Franchising Authority strand maps of all Cable System plant. Said strand maps shall include the routing of the Cable System, including underground and aerial plant.

(b) Upon request, the Franchisee shall make available to the Franchising Authority for inspection "as-built" maps of all Cable System plant at a mutually-agreeable location in Concord.

Section 5.13---COMMERCIAL ESTABLISHMENTS

The Franchisee shall make Cable Service(s) available to any commercial establishments in the City, provided that such establishment agrees to pay for installation and monthly subscription costs as lawfully established by the Franchisee

Section 5.14---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt Service for the purpose of repairing or testing the Cable Television System, only during periods of minimum usage and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers.

ARTICLE 6

SERVICES AND PROGRAMMING

Section 6.1---BASIC SERVICE

The Franchisee shall provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the City pursuant to statute or regulation.

Section 6.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Franchisee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to federal law, all Programming decisions, including the Programming listed in Exhibit 1, but excluding PEG Access Programming, are at the sole discretion of the Franchisee, unless otherwise provided by applicable law(s).

(b) The Franchisee shall provide the Franchising Authority and all Subscribers with notice of its intent to change the Concord Programming line-up at least thirty (30) days before any such change is to take place, provided that any such changes are within the control of the Franchisee.

Section 6.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with the Franchisee.

Section 6.4---VCR/DVD CABLE COMPATIBILITY

In order that Subscribers to the Cable System have the capability to simultaneously view and tape any two channels and set DVD/VCR controls to record multiple channels, the Franchisee shall provide to any Subscriber, upon request, accessories and written procedures which will allow VCR and DVD owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or DVD/VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said accessory equipment and written procedures shall be available to all Subscribers in accordance with applicable law.

Section 6.5---SIGNAL ENCODING

(a) Subject to applicable law(s), the Franchisee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal Franchise, (1) any off-the-air Signals and/or (2) any of the PEG Access Channels. For purposes of this Section 6.5(a), "off-the-air Signals" shall mean any local broadcast television Signals received at the Franchisee's Headend without the aid of

any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(b) The Franchisee reserves its rights to Scramble or otherwise encode any cable channel(s), in the Franchisee's judgment, to protect the Franchisee from unauthorized reception of its Signals.

Section 6.6---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Franchisee are honored, provided that the Franchisee shall have no obligation to provide Cable Service to any Person who or which the Franchisee has a reasonable basis to believe is using an unauthorized Converter and/or is otherwise obtaining any Cable Service in an unlawful manner. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Franchisee shall notify Subscribers of such interruption(s) in advance.

Section 6.7---FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Franchisee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and monthly Basic Service to all police and fire stations, public schools, public libraries and other public buildings along the Cable System Trunk and Distribution System included in **Exhibit 3**, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System Trunk and Distribution System as designated by the Franchising Authority. The Franchisee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the City or any designated institution for the standard installation and provision of monthly Basic Service and related maintenance.

(b) The Franchisee shall supply one (1) Converter for each Outlet, without charge to the City, if required for the reception of monthly Basic Service. The Franchisee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the City shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Franchisee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Franchisee shall provide installation of such Drops and/or Outlets within sixty (60) days of any such requests from the Franchising Authority, subject to Force Majeure.

ARTICLE 7

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT**

Section 7.1--ACCESS CORPORATION

As designated by the Franchising Authority from time to time, the Access Corporation shall provide services to PEG Access Users as follows:

- (1) Manage annual funding pursuant to Section 7.2 herein;
- (2) Purchase and/or lease equipment with funding pursuant to Section 7.3 herein;
- (3) Schedule, operate and program the PEG Access Channels provided in accordance with Section 7.4 herein;
- (4) Conduct training programs in the skills necessary to produce quality PEG Access programming;
- (5) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Provider staff and volunteers;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fund-raising, outreach, referral and other support services to PEG Access Users;
- (8) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary; and
- (9) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on City issues, events and activities.

Section 7.2--PEG ACCESS ANNUAL FUNDING

The Access Corporation shall receive annual funding from the Franchising Authority from the annual Franchise Fee payments, pursuant to Section 8.1 infra.

Section 7.3--PEG ACCESS EQUIPMENT/CAPITAL FUNDING

(a) The Franchisee shall provide funding to the City and/or the Access Corporation, as determined by the Franchising Authority, in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) to be used to purchase and/or lease PEG Access equipment and facilities. payable as follows:

-Concord Cable Television Renewal Franchise-

- (i) One Hundred Fifty Thousand Dollars (\$150,000.00) no later than December 31, 2005;
- (ii) One Hundred Fifty Thousand Dollars (\$150,000.00) no later than March 15, 2006;
- (iii) Fifty Thousand Dollars (\$50,000.00) no later than January 31, 2007.

(b) In no case shall the \$350,000.00 PEG Access equipment payment(s), pursuant to paragraph (a) above, be counted against any Franchise Fee payment(s), required by Section 8.1 infra, and/or any other fees or payments required by applicable law.

(c) The payments in paragraph (a) shall be made directly to the City and/or the Access Corporation, as directed, in writing, by the Franchising Authority.

(d) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the City and/or the Access Corporation, as directed by the Franchising Authority, at the annual rate of two percent (2%) above the Prime Rate.

Section 7.4---PEG ACCESS CHANNELS

(a) The Franchisee shall make available three (3) or four (4) Downstream Channels for Concord PEG Access use, as follows and subject to Section 7.4(b) below:

- (i) One (1) Downstream Channel for Public Access Programming, to be programmed by the Access Corporation;
- (ii) One (1) Downstream Channel for Educational Access Programming, to be programmed by the Concord Public Schools and/or the Access Corporation; and
- (iii) One (1) Downstream Channel for Governmental Access Programming, to be programmed by the City and/or the Access Corporation.

(b) In the event that a fourth Channel is necessary for the provision of PEG Access Programming in Concord, the Franchising Authority shall write to the Franchisee, stating that there is a need for a fourth PEG Access Channel in order to provide additional programming for the benefit of Concord Subscribers. In its letter to the Franchisee, the Franchising Authority shall state, in good faith, the basis of such need, and provide reasonable documentation thereto. Said letter shall include the following: (1) that such a fourth PEG Access Channel is necessary to accomplish the stated PEG Access Programming goals of the City and/or the Access Corporation; (2) that such a fourth PEG Access Channel will not be used simply to repeat PEG Access Programming that is already carried on the other three (3) PEG Access Channels, but will be used to carry substantially new locally-produced PEG Access Programming; and (3) that the three (3) PEG Access Channels are being substantially programmed with non-duplicated, locally-produced, non-character-generated programming during available cablecast hours, as defined below. The Franchising Authority agrees that such a fourth PEG Access Channel shall not be utilized solely to carry character-generated messages; provided, however, that the Franchising Authority and/or the Access Corporation may use said fourth PEG Access Channel to carry character-generated messages along with other new PEG Access Programming.

(i) For purposes of this Section 7.4(b), "substantially programmed" shall be deemed to have occurred anytime that the PEG Access Channels are programmed eighty percent (80%) of the time

between the hours of 5:00 PM and 10:00 PM during weekdays (Monday-Friday) for a period of twelve (12) consecutive weeks.

(c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the City, and/or PEG Access Users, Comcast City

Deleted: , Subscribers

(d) The Franchisee shall not move or otherwise relocate the channel location(s) of the PEG Access Channel(s), once established, without the advance, written notice to the Franchising Authority and the Access Provider; such notice shall be at least ninety (90) days. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations.

(e) The City and/or the Access Corporation shall be responsible for the picture quality of all PEG Access Programming at the input of the modulators that are permanently located at the PEG Access studio and City Hall and at each origination location listed below, which is the demarcation point between the video origination equipment owned, operated and maintained by the Franchisee and the City's and/or Access Corporation's end-user equipment. The Franchisee may require access to said modulator(s) for the purpose of testing, maintaining, and/or adjusting output levels of the modulator, and the Franchisee shall test and adjust the levels of such output as reasonably needed to ensure good picture quality. The Franchisee may require the City or the Access Corporation to first test and determine if end-user equipment is the source of any apparent signal problems. Any modulators that are used at remote sites other than the PEG Access studio shall be owned by the Access Corp or the City. Origination locations shall include (i) City Hall; and (ii) the current (as of the Execution Date) PEG Access studio located at Concord High School, subject to Section 7.5 below.

(f) The Franchisee shall provide Origination Capability at the following locations: (i) Concord School District Building, 16 Rumford Street, Concord, N.H.; (ii) Merrimack Valley School District Building, 105 Community Drive, Penacook, N.H.; and (iii) the Concord Emergency Center, 2 Horseshoe Pond Lane; provided, however, that any one of said three (3) locations (i) requests such Origination Capability in writing and (ii) agrees to pay the Franchisee, in advance after the submission of a written estimate by the Franchisee, for the cost of installing such Origination Capability.

Section 7.5 - ACCESS CORPORATION STUDIO MOVE

Should the Access Corporation decide to relocate its studio facilities from its current location at the Concord High School (as of the Effective Date of this Renewal Franchise), the Franchisee shall provide Origination Capability to said new studio as follows:

(i) The Franchisee shall provide a written estimate of the cost of providing such video Origination Capability within forty-five (45) days of receipt of a request from the Franchising Authority

(ii) The Franchisee shall be responsible for the first Twenty-Five Thousand Dollars (\$25,000.00) of such new Drop and Origination Capability relocation costs; any relocation costs in excess of said \$25,000.00 shall be paid by the Franchising Authority and/or the Access Corporation.

Within forty-five (45) days of the Franchising Authority's receipt of the written

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estimate from the Licensee, the Is Authority and/or the Access Corporation shall issue a payment, if such estimate exceeds \$25,000.00;

(iv) Upon receipt of said payment from the Franchising Authority or no later than forty-five (45) days of the Franchising Authority's receipt of the written estimate from the Franchisee (if such costs are \$25,000.00 or less), the Franchisee shall order equipment and begin the construction process.

(v) No later than thirty (30) days of the timelines established in Section 7.5(iv) above for an aerial Drop and within ninety (90) days for an underground Drop, the Franchisee shall construct, install and provide such Origination Capability Drop to the new PEG Access Studio, subject to Force Majeure.

Section 7.6--CENSORSHIP

The Franchisee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 7.7--ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, then transmitted from Concord City Hall and/or the current (as of the Execution Date) PEG Access studio to the Headend or Hub. At the Headend or Hub, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channel(s).

(b) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is properly switched electronically to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. Any manual switching shall be the responsibility of the Franchising Authority or the Access Corporation. The Franchisee shall not charge the Franchising Authority and/or the Access Corporation for such switching responsibility. The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Franchisee shall provide and maintain all other necessary switching and/or processing equipment located in its Headend facility in order to switch upstream Signals from the City and/or the Access Corporation to the designated Downstream Access Channel(s). Nothing herein shall require the Franchisee to provide any other switching equipment or any other end-user equipment.

ARTICLE 8

FRANCHISE FEES

Section 8.1---FRANCHISE FEE PAYMENTS

(a) The Franchisee shall pay to the City, throughout the term of this Renewal Franchise, a Franchise Fee equal to five percent (5%) of the Franchisee's Gross Annual Revenues.

(b) Said Franchise Fee payments shall be made to the City on a quarterly basis, and shall be payable within forty-five (45) days of the end of each calendar quarter.

(c) The first payment to the City shall be on February 15, 2006, and shall be based on revenue generated during the period of the Effective Date through December 31, 2005, and subsequent payments shall be made within forty-five (45) days after the end of each such quarter. The last payment shall be made no later than December 12, 2015.

(d) The Franchisee shall file with each such quarterly payment a statement certified by an authorized agent of the Franchisee, documenting, in reasonable detail, the total of all Gross Annual Revenues of the Franchisee during the preceding three (3) month period. Along with such statement, the Franchisee shall also complete and submit the Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 4**.

(e) In no case shall said 5% Franchise Fee payments include (i) the PEG Access equipment/capital payments required by Section 7.3 supra; (ii) any interest due herein to the City because of late payments; and/or (iii) any liquidated damages herein (Section 12.2).

(f) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal Franchise shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Franchisee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Franchisee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

(g) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments accrue from the date due at two percent (2%) above the Prime Rate.

Section 8.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Franchisee or any Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not

constitute a credit or offset against the Franchise Fee payments all of which shall be separate and distinct obligations of the Franchisee and each Affiliated Person. The Franchisee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the Franchise Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal Franchise shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Franchisee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Franchisee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 8.3--LATE PAYMENT

In the event that the Franchise Fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the City pursuant to this Section 8.3 shall not be deemed to be part of the Franchise Fees to be paid to the City pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal Franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 8.4--RECOMPUTATION

(a) In the event that the Franchising Authority receives a Franchise Fee pursuant to Section 8.1 above, tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Section 8.4. All amounts paid shall be subject to audit and recomputation by the City, which shall occur no later than two (2) years after the date that Franchise Fees are tendered to the City; provided, however, that in the event that the Franchising Authority commences an audit and/or recomputation of any Franchise Fee payment within said two (2) year period, said commencement shall be deemed to be timely for purposes of this Section 8.4(a).

(b) The Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchisee shall have thirty (30) days to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Franchisee shall pay an amount not to exceed Three Thousand Dollars (\$3,000.00) of the costs of such audit. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Franchisee has overpaid, such overpayment shall be credited against the next Franchise Fee payment to the City, without interest charges of any kind.

Section 8.5---AFFILIATES USE OF SYSTEM

The Franchisee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the City under this Renewal Franchise.

Section 8.6---METHOD OF PAYMENT

All Franchise Fee payments by the Franchisee to the City pursuant to this Renewal Franchise shall be made payable to the City and deposited with the City Treasurer.

ARTICLE 9

RATES AND CHARGES

Section 9.1---RATE REGULATION

The City reserves the right to regulate the Franchisee's rates and charges to the extent allowable under applicable laws.

Section 9.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Franchisee shall file with the Franchising Authority schedules which shall describe all services offered by the Franchisee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Franchisee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge.

(c) At all times during the term of this Renewal Franchise, whenever a Concord Subscriber calls the Franchisee to inquire about Basic Service rates, the Franchisee shall clearly inform all Subscribers and potential Subscribers about the availability and price of the lowest cost of Cable Service, either over the telephone or in writing. At least once a year during the term of this Renewal Franchise, the Franchisee shall distribute a written rate brochure to all Concord Subscribers, which brochure shall list the lowest cost of Cable Service.

Section 9.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Franchisee's business office. 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 maintaining subscribers.

Section 9.4---CREDIT FOR SERVICE INTERRUPTION

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, upon request, the Franchisee shall grant such Subscriber a pro rata credit or rebate in compliance with applicable law(s).

ARTICLE 10

INSURANCE AND BONDS

Section 10.1--INSURANCE

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise and any removal period, with the City listed as an additional insured with an insurance company satisfactory to the Franchising Authority, indemnifying the City and the Franchisee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) 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 (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(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 (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the entire term of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole cost and expense of the Franchisee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Renewal Franchise.

(ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(e) This Renewal Franchise may, after hearing, be revoked for the Franchisee's failure to obtain or maintain the required insurance under this Renewal Franchise pursuant to Section 12.1 infra.

Section 10.2--PERFORMANCE BOND

(a) The Franchisee shall maintain, without charge to the City, throughout the term of the Renewal Franchise a faithful performance bond running to the City, with good and sufficient surety franchised to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal Franchise, in accordance with Sections 12.1 and 12.2 infra.

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(b) The performance bond shall be effective throughout the term of this Renewal Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any one or more provisions of this Renewal Franchise, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to Sections 12.1 and 12.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal Franchise, and thereafter until the Franchisee has satisfied all of its obligations to the City pursuant to the terms and conditions of this Renewal Franchise. In the event that the City recovers from said surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$100,000.00 required coverage herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Franchisee under the Renewal Franchise.

Section 10.3---REPORTING

, The Franchisee shall submit to the Franchising Authority, or its designee, copies of all current certificates regarding (i) all insurance policies and (ii) the performance bond required herein. In the event that any coverage required herein changes or is otherwise revised by the Franchisee and/or its agents, the Franchisee shall submit updated copies of all current certificates regarding (i) all insurance policies and (ii) the performance bond required herein to the Franchising Authority.

Section 10.4---INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder. The Franchising Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority. Any settlement requiring City remuneration must be with the advance, written consent of the Franchising Authority, which shall not be unreasonably denied.

Section 10.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Franchisee under the terms of the Renewal Franchise and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until

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thirty (30) days after receipt by the Franchising Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 11

ADMINISTRATION AND REGULATION

Section 11.1---REGULATORY AUTHORITY

(a) The Franchising Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Franchising Authority and/or its designee(s) shall monitor and enforce the Franchisee's compliance with the terms and conditions of this Renewal Franchise. The Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 infra.

(b) Upon written notice from the City Council, the Franchisee shall meet with the City Council or its designee(s), on a quarterly basis, if scheduled by the City, to review the Franchisee's operations in the City. Either party may request a meeting at any other time as well.

Section 11.2---PERFORMANCE EVALUATION HEARINGS

(a) Not more than once in every twelve (12) month period, the Franchising Authority may hold a performance evaluation hearing every year of this Renewal Franchise. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Franchisee's compliance to the terms and conditions of this Renewal Franchise, with emphasis on PEG Access Channels, facilities and support; customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public. The Franchising Authority shall provide the Franchisee with reasonable advance, written notice regarding the hearing date and compliance matters.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Renewal Franchise including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Franchising Authority, the Franchisee shall fully cooperate with the Franchising Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Franchising Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the Franchisee's compliance with Cable System terms and conditions and quality of Service, and send one (1) copy to the Franchisee and file one (1) copy with the City Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal Franchise, the Franchisee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 infra.

Section 11.3---NONDISCRIMINATION

The Franchisee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual preference, disability, age, marital status, or status with regard to public assistance. The Franchisee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination for the term of this Renewal Franchise. This Section 11.3 shall not affect the right of the Franchisee to offer discounts.

Section 11.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Franchisee.

Section 11.5---REMOVAL AND RELOCATION

The Franchising Authority shall have the power at any time to order and require the Franchisee to remove or relocate any pole, wire, cable or other structure owned by the Franchisee that is dangerous to life or property. In the event that the Franchisee, after notice, fails or refuses to act within a reasonable time, the Franchising Authority shall have the power to remove or relocate the same at the sole cost and expense of the Franchisee. In such event, the Franchisee shall reimburse the Franchising Authority the actual, documented cost and expense of such removal in a timely manner.

Section 11.6---JURISDICTION

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal Franchise shall be in any court of appropriate venue and subject matter jurisdiction located in the State of New Hampshire and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 12

**DETERMINATION OF BREACH
LIQUIDATED DAMAGES-FRANCHISE REVOCATION**

Section 12.1--DETERMINATION OF BREACH

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 twenty-one (21) 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 initial required thirty (30) day period; and/or (iii) the Franchising Authority is not satisfied with (1) the Franchisee's response pursuant to Section 12.1(a) above and/or (2) the Franchisee's efforts to cure pursuant to Section 12.1(b) above, the Franchising Authority or its designee shall promptly schedule a 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, and be heard at such public hearing.

(d) Within thirty (30) days after said 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 of the following remedies:

(i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;

(ii) seek specific performance of any provision in this Renewal Franchise which reasonably lends itself to such remedy as an alternative to damages;

(iii) commence an action at law for monetary damages;

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(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 and/or Section 10.3 herein;

(v) declare the Renewal Franchise to be revoked subject to Section 12.3 below and applicable law;

(vi) invoke any other lawful remedy available to the City.

Section 12.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal Franchise, liquidated damages shall be paid by the Franchisee to the Franchising Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Franchisee received written notice, by certified mail, of the provision or provisions which the Franchising Authority believes are in default, provided that the Franchising Authority made a determination of default pursuant to Section 12.1(d) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 4.1 herein, Four Hundred Dollars (\$400.00) per day, for each day that any such non-compliance continues.

(2) For failure to obtain the advance, written approval of the Franchising Authority for any transfer of this Renewal Franchise in accordance with Article 3 herein, Four Hundred Dollars (\$400.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the PEG Access programming and equipment provisions in accordance with the requirements in Article 7 herein, with the exception of the PEG Access equipment payment provisions made in accordance with Section 7.3 supra, One Hundred Fifty Dollars (\$150.00) per day, for each day that any such non-compliance continues.

(4) For failure to install, operate and maintain the remote origination locations in accordance with Section 7.6 herein, One Hundred Dollars (\$150.00) per day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.5 infra, and Exhibit 5 attached hereto, One Hundred Fifty Dollars (\$150.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network and/or Outlets in accordance with Section 6.7 herein and/or Exhibit 2, Fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 14 herein, Fifty Dollars (\$50.00) per day that any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal Franchise and applicable law, including revocation, or any other statutorily or judicially imposed

penalties or remedies; provided, however, that in the event that the Franchising Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 12.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Franchisee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Franchisee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 12.3---**REVOCATION OF THE RENEWAL FRANCHISE**

To the extent permitted by applicable law and subject to the provisions of Section 12.1 supra, in the event that the Franchisee fails to comply with any material provision of this Renewal Franchise, the Franchising Authority may revoke the Renewal Franchise granted herein.

Section 12.4---**TERMINATION**

The termination of this Renewal Franchise and the Franchisee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal Franchise by action of the Franchising Authority, pursuant to Section 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Franchisee without the express, prior approval of the Franchising Authority; and/or (iii) the expiration of the term of this Renewal Franchise. In the event of any termination, the City shall have all of the rights provided in this Renewal Franchise.

Section 12.5---**NON-EXCLUSIVITY OF REMEDY**

No decision by the Franchising Authority or the City to invoke any remedy under this Renewal Franchise or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 12.6---**NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Franchising Authority, the City or the Franchisee to exercise, and no delay in exercising, any right in this Renewal Franchise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal Franchise.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal Franchise shall impair any of the rights of the City under applicable law, subject in each case to the terms and conditions in this Renewal Franchise.

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(c) No waiver of, nor failure to exercise any right or remedy by the Franchising Authority, City or the Franchisee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the Franchising Authority, City or the Franchisee to be effective, it shall be in writing.

(d) The failure of the Franchising Authority or the City to take any action in the event of any breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority or the City to take any action permitted by this Renewal Franchise at any other time in the event that such breach has not been cured, or with respect to any other breach by the Franchisee.

ARTICLE 13

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1—CONCORD CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal Franchise, the Franchisee shall continue to operate its full-time customer service office in the City of Concord. Said customer service office shall be open for walk-in business during Normal Business Hours for the purpose of, among other things, exchanging/replacing customer equipment; receiving all customer inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions; and answering general inquiries.

(b) The Franchisee shall periodically notify its Concord Subscribers of said location.

Section 13.2---TELEPHONE ACCESS

(a) The Franchisee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) The Franchisee shall have a publicly listed toll-free telephone number for its Concord Subscribers, unless required otherwise to be a local telephone number by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Franchisee's customer service office is open for business, measured on a quarterly basis, under normal operating conditions.

(e) The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Section 13.3---CUSTOMER CALL CENTER

The Franchisee shall maintain and operate its customer call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Franchisee reserves the right to modify its business operations with regard to such customer call center. The Franchisee shall comply with all State and federal requirements pertaining to the hours of operation of such customer call center.

Section 13.4---ANSWERING SERVICE

In the event that the Franchisee does not operate its customer call center access lines twenty-four (24) hours a day, seven (7) days a week, the Franchisee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Franchisee. Said answering service shall (i) forward all inquiries and/or complaints to the Franchisee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Franchisee's Customer Service Department for response. If requested, the Franchisee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 13.5---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Franchisee shall respond to all requests for aerial installation(s) within fifteen (15) days of such request, or at such other time as is mutually agreed-upon by the Franchisee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) The Franchisee shall be responsible for picking-up and changing-out Converters at a Subscriber's request at no additional charge within thirty (30) days of a Franchisee-required change-out, where such change-out is initiated by the Franchisee's expansion of channel capacity. Subscribers may also bring Converters to the Franchisee's Concord Customer Service Office for drop-off or exchange themselves.

(c) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business day.

(d) The Franchisee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations; (ii) an unusual number of calls from the same area; (iii) a number of similar Complaint calls from the same area; and/or (iv) any outages as described in Section 13.5(e) below.

(e) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Franchisee has reason to know of such an outage.

(f) The Franchisee shall remove all Subscriber Cable Drops, within seven (7) days of receiving a request from a Subscriber to do so.

Section 13.6---FCC CUSTOMER SERVICE OBLIGATIONS

The Franchisee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 5**.

Section 13.7---BUSINESS PRACTICE STANDARDS

The Franchisee shall provide the Franchising Authority and all of its Subscribers with the following information:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes;
- (ix) Service Interruptions; and
- (x) Security Deposits.

Section 13.8---COMPLAINT RESOLUTION PROCEDURES

(a) The Franchisee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10) business days after receiving such request, send a written report to the Franchising Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations,

the Subscriber shall be entitled to file his or her Complaint with the Franchising Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal Franchise and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Franchisee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Franchising Authority or its designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Franchisee.

(d) In the event that the Franchising Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Franchising Authority or its designee(s) and the Franchisee shall discuss, in good faith, possible amendments to the Franchisee's procedures for the resolution of Complaints.

Section 13.9---**REMOTE CONTROL DEVICES**

The Franchisee shall allow its Subscribers to purchase, from legal and authorized parties other than the Franchisee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Franchisee. The Franchisee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 13.10---**EMPLOYEE IDENTIFICATION CARDS**

All of the Franchisee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Franchisee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Franchisee.

Section 13.11---**PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Franchisee shall respect the rights of privacy of every Subscriber of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Franchisee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) Subject to Section 631 of the Cable Act, the Franchisee shall notify all third parties who offer Cable Services in conjunction with the Franchisee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal Franchise.

Section 13.12---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Franchisee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Franchisee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Franchisee's policy for the protection of subscriber privacy.

Section 13.13---MONITORING

(a) Neither the Franchisee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other 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 unless legally authorized or ordered to do so by a court of law or other legal authority; 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. Unless legally authorized or ordered to do so by a court of law or other legal authority, the Franchisee shall report to the affected parties and the Franchising Authority 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.

(b) The Franchisee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. The Franchisee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Franchisee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 13.14---DISTRIBUTION OF SUBSCRIBER INFORMATION

The Franchisee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Franchisee not to disclose to any third party data identifying the Subscriber either by name or address and the Franchisee shall abide by this request.

Section 13.15---POLLING BY CABLE

No poll of a Subscriber shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Franchisee or its agents shall release the results only in the aggregate and without individual references.

Section 13.16---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Franchisee nor its agents nor its employees shall make available to any third party information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 13.17---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Franchisee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Franchisee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Franchisee a copy of any or all of the personal subscriber information regarding him or her maintained by the Franchisee. The Franchisee may require a reasonable fee for making said copy.

(c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Franchisee's Manager of Government Affairs. The Franchisee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 13.18---PRIVACY STANDARDS REVIEW

The Franchising Authority and the Franchisee shall continually review this Article 13 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Franchising Authority and the Franchisee.

ARTICLE 14

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1---GENERAL

(a) Upon the written request of the Franchising Authority, the Franchisee shall promptly submit to the City any information regarding the Franchisee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the City pertaining to the subject matter of this Renewal Franchise which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to this Renewal Franchise.

(b) If the Franchisee believes that the documentation requested by the Franchising Authority involves proprietary information, then the Franchisee shall submit the information to its counsel, who shall confer with the City Solicitor for a determination of the validity of the Franchisee's claim of a proprietary interest. If the City Solicitor agrees that the material is of a proprietary nature, the information furnished shall not be a public record, but the Franchisee shall make it available, on its premises, to the Franchising Authority, at times convenient for both parties. The Franchisee may require the Franchising Authority and/or its representatives to execute a confidentiality agreement before making any such information available. In the event of a disagreement, the parties may submit the matter to the appropriate appellate entity.

Section 14.2---FINANCIAL REPORTS

(a) The Franchisee shall furnish the Franchising Authority and/or its designee(s) a sworn statement of the Franchisee's revenues pertaining to the Concord Cable System. Said statements shall be sworn to by the Person preparing the same and by the Franchisee or an officer of the Franchisee.

(b) The Franchisee shall also provide any other reports required by State and/or federal law.

Section 14.3---CABLE SYSTEM INFORMATION

Upon written request, the Franchisee shall file annually with the Franchising Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service and Pay Cable Subscribers, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed.

Section 14.4---IN-HOUSE TELEPHONE REPORTS

To establish the Franchisee's compliance with the requirements of Sections 13.2 and 13.6 of this Renewal License, the Franchisee shall provide, on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system,

-Concord Cable Television Renewal Franchise-

covering Subscriber calls to the Franchisee. Said reports shall include, at a minimum, the following aggregated regional information: (1) the reporting period covered; (2) the number of the Franchisee's communities and subscribers covered by the semi-annual report(s); (3) the number of calls handled during the reporting period; (4) the percentage of calls handled within thirty (30) seconds of the time that a connection is made; and (5) confirmation that, under Normal Operating Conditions, the customer or subscriber has received a busy signal less than three percent (3%) of the time.

Section 14.5---ANNUAL PERFORMANCE TESTS

The Franchisee shall provide copies of performance tests to the Franchising Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 14.6---QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall cite specific facts which casts such doubt(s), in a notice to the Franchisee. The Franchisee shall submit a written report to the Franchising Authority, within thirty (30) days of receipt of any such notice from the Franchising Authority, setting forth in detail its explanation of the problem(s).

Section 14.7---DUAL FILINGS

(a) If requested in writing, the Franchisee shall make available to the City at the Franchisee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) To the extent required by applicable law, and in the event that either the Franchising Authority or the Franchisee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 14.8---INVESTIGATION

The Franchisee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a City agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Franchisee's compliance with its obligations pursuant to this Renewal Franchise.

ARTICLE 15

EMPLOYMENT

Section 15.1---EQUAL EMPLOYMENT OPPORTUNITY

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

Section 15.2---NON-DISCRIMINATION

The Franchisee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 16.2---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 captions shall not affect the meaning or interpretation of the Renewal Franchise.

Section 16.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal Franchise.

Section 16.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal Franchise, the Franchisee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Franchisee.

Section 16.5---RENEWAL FRANCHISE EXHIBITS

The Exhibits to this Renewal Franchise, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal Franchise, unless such Exhibits are noted for informational purposes only.

Section 16.6---WARRANTIES

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

(i) The Franchisee is duly organized, validly existing and in good standing under the laws of the State;

(ii) 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 Execution Date 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;

Section 16.7---FORCE MAJEURE

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; unavailability of essential equipment, services and/or materials beyond the control of the Franchisee and any other matters beyond the reasonable control of the Franchising Authority, the City or the Franchisee.

Section 16.8---REMOVAL OF ANTENNAS

The Franchisee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 16.9---SUBSCRIBER TELEVISION SETS

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

Section 16.10---APPLICABILITY OF RENEWAL FRANCHISE

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

Section 16.11---NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered, or sent by certified mail (postage prepaid) to the Office of the Mayor, City of Concord, City Hall, 41 Green Street, Concord, New Hampshire 03301, or such other address as the Franchising Authority may specify in writing to the Franchisee, with a separate copy of such notice to the City Solicitor. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to:

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

with a copy to:

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

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

The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Franchising Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) All required notices shall be in writing.

Section 16.12---NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Franchisee shall have no recourse against the Franchising Authority, the City and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal Franchise.

Section 16.13---CITY'S RIGHT OF INTERVENTION

The City hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal Franchise, or any provision in this Renewal Franchise; provided, however, that this section shall not restrict the right of the Franchisee to oppose such intervention, pursuant to applicable law.

Section 16.14---TERM

All obligations of the Franchisee and the Franchising Authority set forth in the Renewal Franchise shall commence upon the Effective Date of this Renewal Franchise and shall continue for the term of the Renewal Franchise, except as expressly provided for otherwise herein.

EXHIBITS

EXHIBIT 1

INSTITUTIONAL LOOP BUILDINGS

- (1) Concord Public Library (four outlets)
- (2) Police and Fire Department Building on Green Street
- (3) Broadway Fire Station
- (4) Central Fire Station
- (5) Heights Fire Station
- (6) Manor Fire Station
- (7) City Hall
- (8) City Auditorium
- (9) City Council Chambers
- (10) District Court (City Prosecutors)
- (11) Water Works Building, Concord
- (12) Cemetery Office
- (13) Memorial Field (Baseball, Softball, Football)
- (14) Everett Arena
- (15) School Superintendent's Office (Concord)
- (16) JFK Apartments
- (17) Eastman School
- (18) Broken Ground School
- (19) Dame School
- (20) Walker School
- (21) Dewey School
- (22) Concord High School
- (23) Rumford School
- (24) Rundlett School
- (25) Conant School
- (26) Kimball School
- (27) Merrimack Valley High School
- (28) Merrimack Valley Middle School
- (29) Merrimack Valley Central School
- (30) Summer Street School
- (31) Beaver Meadow School
- (32) Penacook Branch Library
- (33) Green Street Community Center
- (34) New Public Works Garage
- (35) Human Services Office (Pleasant Street)
- (36) White Park Administration Building

EXHIBIT 2

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Franchisee shall provide the following broad categories of Programming:

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

For informational purposes, it is the Franchisee's intention to have the following channel line-up upon the Effective Date of the Renewal Franchise, subject to applicable law and the Franchisee's editorial discretion.

(See Attached)

ANALOG (Standard Cable) Channel Line-up*

<p>2 WGBH-2 (PBS)</p> <p>3 CH8</p> <p>4 WBZ-4 (CBS)</p> <p>5 WCVB-5 (ABC)</p> <p>6 Educational Access</p> <p>7 WHDH-7 (NBC)</p> <p>8 WUNI-27 (JUN)</p> <p>9 WMUR-9 (ABC)</p> <p>10 New England Cable News</p> <p>11 WENH-11 (PBS)</p> <p>12 WLVI-56 (WB)</p> <p>13 WFXT-25 (FOX)</p> <p>14 WSBK-38 (UPN)</p> <p>15 WNBW-21 (PAX)</p> <p>17 Public Access</p> <p>18 WNDX-50 (IND)</p> <p>19 WNEU-60 (Telemundo)</p> <p>20 WMFP-62 (IND)</p> <p>21 WUTT-66 (Telefutera)</p> <p>22 WJNH-31 (NBC)</p> <p>Government Access**</p> <p>23 WNDP-46 (Shop NBC)</p> <p>24 Disney Channel</p> <p>25 Nickelodeon</p> <p>26 ABC Family Channel</p>	<p>27 Court TV</p> <p>28 MTV</p> <p>29 VH-1</p> <p>30 FX</p> <p>31 TBS</p> <p>32 Home & Garden TV</p> <p>33 TNT</p> <p>34 E! Entertainment</p> <p>35 USA Network</p> <p>36 Lifetime</p> <p>37 A&E</p> <p>38 The Learning Channel</p> <p>39 Discovery Channel</p> <p>40 MSNBC</p> <p>41 Fox News</p> <p>42 CNN</p> <p>43 CNN Headline News</p> <p>44 C-SPAN</p> <p>45 C-SPAN2</p> <p>46 CNBC</p> <p>47 The Weather Channel</p> <p>48 ESPN Classic</p> <p>49 ESPN</p> <p>50 ESPN2</p> <p>51 NESN</p> <p>52 Fox Sports Net</p>	<p>53 Bravo</p> <p>54 Food Network</p> <p>55 Spike TV</p> <p>56 EWTN/Inspirational</p> <p>57 CMT</p> <p>58 AMC</p> <p>59 Cartoon Network</p> <p>60 Comedy Central</p> <p>61 Sci-Fi Channel</p> <p>62 Animal Planet</p> <p>63 TV Land</p> <p>64 Outdoor Life Network</p> <p>65 The History Channel</p> <p>66 Travel Channel</p> <p>67 GSN</p> <p>Leased Access</p> <p>68 The Golf Channel</p> <p>70 HSN</p> <p>71 QVC</p> <p>72 HBO</p> <p>69 Product Information Network</p> <p>95 WYDN-48 (Daystar)</p>
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* Subject to availability.
** Available in Concord only.

- Basic Service
 Expanded Basic Service
 Premium

Allenstown, Bow, Concord & Pembroke 01/05

Channel Name	Old Channel	New Channel
71		71

EXHIBIT 3

**FREE DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND SCHOOLS ***

The following public buildings and schools shall receive the following Drops and/or Outlets and monthly Service at no charge:

Water Department, Concord	53 Hutchins Street
School, Penacook Elementary	60 Village Street
School, MV Middle	14 Allen Street
Summer St – (Admin Offices)	12 Cross Street (corner of Summer St)
School, Washington Street	(s/b Washington St)
Library, Penacook	Merrimack Street
Merrimack Valley SAU office	106 Community Drive
Youth Center, Penacook	Community Drive
School, Eastman	15 Shawmut Street
School, Brokenground	123 Portsmouth Street
School, Dame	33 Canterbury Road
Heights Community Ctr	20 Canterbury Road
Community Center, East Concord	18 Eastman Street
WasteWater Plant	16 Penacook Street, Penacook
Beaver Meadow Golf Course	112 Sewalls Falls Road
School, Beaver Meadow	40 Sewalls Falls Road
Concord Library	45 Green Street
Concord City Hall	41 Green Street
Concord Police Department	35 Green Street
Community Center	39 Green Street
Admin Building (CSD)	16 Rumford Street
Kimball School	3 N. Spring Street
Rumford School	40 Thorndike Street
WasteWater Treatment Plant	125 Hall Street
Concord High School	170 Warren Street
South End Fire Department (Broadway)	15 Broadway
Rundlett School	152 South Street
Conant School	152 South Street
X White Farm School (CSD)	148 Clinton Street
Advance White Farm	144 Clinton Street
Chandler Cottage	150 Clinton Road
School Maintenance Shed	29 Pembroke Road
School Transportation Office	311 North State Street **
Memorial Field	N. Fruit Street
Cemetery	N. State Street
Courthouse	Clinton Street
Public Works Department	311 N. State Street
ewey School	Liberty Street
ncord Recreation Department	White Park
rimack Valley High School	106 Village Street

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	Fire Department (Central Station)	150 N. State Street
	Walker School	4 Church Street
	Everett Arena	15 Loudon Road
	Heights Fire Department	127 Loudon Road
A	Manor Fire Station, Penacook	Village Street
A	City Council Chambers	37 Green Street
A	City Auditorium	Prince Street
A	Human Service Department Office	247-249 Pleasant Street
A	West Street Ward House	West Street
A	JFK Apartments	South Main Street
AA	Fire Administration and Dispatch Bldgs (adjacent to Central Fire Station)	24 Horseshoe Pond Road

* And, subject to the provisions of Section 6.7 herein, any and all new municipal and/or Concord Public School buildings that are constructed and/or put into use during the term of this Renewal Franchise.

A = locations on original exhibit listing – need to be added

AA= new location – needs to be added

X = on new exhibit 3 – not previous contract

EXHIBIT 4

GROSS ANNUAL REVENUES REPORTING FORM

COMCAST
NEW ENGLAND REGION

CITY OF CONCORD

Period: [enter period of which payment is based]

	<u>Totals</u>
Totals by Service:	
Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]
Totals by Non Service:	
Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
Subtotal:	\$ [enter subtotal]
Total Gross Revenue	\$ [enter total]
Franchise Fee (5%)	\$[enter % of total]
Fee-on-Fee	\$ [enter amount]
Franchise Fee Due	<u>\$ [enter total due]</u>

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

Date:

EXHIBIT 5

FCC CUSTOMER SERVICE OBLIGATIONS

**TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--CABLE TELEVISION SERVICE
Subpart H--General Operating Requirements**

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means 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/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

SIGNATURE PAGE

In Witness Whereof, this Renewal Franchise is hereby issued by the Mayor of the City of Concord, New Hampshire, on behalf of the City Council as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Maine/New Hampshire, Inc.

The City of Concord, New Hampshire


BY: Michael Donovan

TITLE: Mayor

DATED: October 28, 2005

COMCAST OF MAINE/NEW HAMPSHIRE, INC.


BY: Kevin Casey

TITLE: Senior Vice President

DATED: ~~October~~, 2005

December 15 2005

