

**CABLE TELEVISION
RENEWAL FRANCHISE**

**THE BOARD OF SELECTMEN
TOWN OF LITCHFIELD,
NEW HAMPSHIRE**

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....	8
Section 1.1--DEFINITIONS.....	8
ARTICLE 2 GRANT OF RENEWAL FRANCHISE.....	13
Section 2.1--GRANT OF RENEWAL FRANCHISE.....	13
Section 2.2--TERM OF RENEWAL FRANCHISE.....	14
Section 2.3--NON-EXCLUSIVITY OF THE RENEWAL FRANCHISE.....	14
Section 2.4--POLICE AND REGULATORY POWERS.....	14
Section 2.5--REMOVAL OR ABANDONMENT.....	14
Section 2.6--AMENDMENT BY MUTUAL AGREEMENT.....	14
ARTICLE 3 TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE.....	15
Section 3.1--TRANSFER OF THE RENEWAL FRANCHISE.....	15
Section 3.2--EFFECT OF UNAUTHORIZED ACTION.....	16
Section 3.3--NO WAIVER OF RIGHTS.....	16
ARTICLE 4 SYSTEM DESIGN.....	17
Section 4.2--EMERGENCY ALERT SYSTEM.....	17
Section 4.3--PARENTAL CONTROL CAPACITY.....	17
Section 4.4--SIGNAL QUALITY.....	17
ARTICLE 5 CONSTRUCTION, INSTALLATION, LINE EXTENSION AND MAINTENANCE STANDARDS.....	18
Section 5.1--LOCATION OF CABLE TELEVISION SYSTEM.....	18
Section 5.2--SERVICE AVAILABLE TO ALL RESIDENTS.....	18
Section 5.3--LINE EXTENSION.....	18
Section 5.4--LINE EXTENSION PROCEDURES.....	19
Section 5.5--UNDERGROUND FACILITIES.....	19
Section 5.6--TREE TRIMMING.....	20
Section 5.7--RESTORATION TO PRIOR CONDITION.....	20
Section 5.8--TEMPORARY RELOCATION.....	20
Section 5.9--DISCONNECTION AND RELOCATION.....	20
Section 5.10--SAFETY STANDARDS.....	20
Section 5.11--PEDESTALS.....	21
Section 5.12--CABLE SYSTEM MAPS.....	21
Section 5.13--PRIVATE PROPERTY.....	21
Section 5.14--RIGHT TO INSPECTION OF CONSTRUCTION.....	21
Section 5.15--SERVICE INTERRUPTION.....	21
Section 5.16--COMMERCIAL ESTABLISHMENTS.....	22
ARTICLE 6 SERVICES AND PROGRAMMING.....	23
Section 6.1--BASIC SERVICE.....	23
Section 6.2--PROGRAMMING.....	23
Section 6.3--LEASED CHANNELS FOR COMMERCIAL USE.....	23
Section 6.4--VCR/DVD/CABLE-READY TV SET/CABLE COMPATIBILITY.....	23
Section 6.5--CONTINUITY OF SERVICE.....	23
Section 6.6--FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS.....	24
ARTICLE 7 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS.....	25

Section 7.1--CABLE DEPARTMENT.....	25
Section 7.2--PEG ACCESS CHANNELS.....	25
Section 7.3--PEG ACCESS ORINATION CAPABILITY AND CABLECASTING.....	25
Section 7.4--PEG ACCESS CAPITAL FUNDING.....	26
Section 7.5--EQUIPMENT OWNERSHIP AND MAINTENANCE.....	27
Section 7.6--PEG ACCESS CHANNEL(S) MAINTENANCE.....	27
Section 7.7--NO EDITORIAL CONTROL.....	27
ARTICLE 8 FRANCHISE FEES.....	28
Section 8.1--FRANCHISE FEE PAYMENTS.....	28
Section 8.2--OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS.....	28
Section 8.3--LATE PAYMENT.....	29
Section 8.4--RECOMPUTATION.....	29
Section 8.5--AFFILIATES USE OF SYSTEM.....	29
Section 8.6--METHOD OF PAYMENT.....	30
ARTICLE 9 RATES AND CHARGES.....	31
Section 9.1--RATE REGULATION.....	31
Section 9.2--NOTIFICATION OF RATES AND CHARGES.....	31
Section 9.3--PUBLICATION AND NON-DISCRIMINATION.....	31
Section 9.4--CREDIT FOR SERVICE INTERRUPTION.....	31
ARTICLE 10 INSURANCE AND BONDS.....	32
Section 10.1--INSURANCE.....	32
Section 10.2--PERFORMANCE BOND.....	33
Section 10.3--REPORTING.....	33
Section 10.4--INDEMNIFICATION.....	33
Section 10.5--NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE.....	34
ARTICLE 11 ADMINISTRATION AND REGULATION.....	35
Section 11.1--REGULATORY AUTHORITY.....	35
Section 11.2--PERFORMANCE EVALUATION HEARINGS.....	35
Section 11.3--NONDISCRIMINATION.....	35
Section 11.4--EMERGENCY REMOVAL OF PLANT.....	36
Section 11.5--REMOVAL AND RELOCATION.....	36
Section 11.6--INSPECTION.....	36
Section 11.7--JURISDICTION.....	36
ARTICLE 12 DETERMINATION OF BREACH.....	37
Section 12.1--DETERMINATION OF BREACH.....	37
Section 12.2--LIQUIDATED DAMAGES.....	38
Section 12.3--REVOCAION OF THE RENEWAL FRANCHISE.....	39
Section 12.4--TERMINATION.....	39
Section 12.5--NOTICE TO OTHER PARTY OF LEGAL ACTION.....	39
Section 12.6--NON-EXCLUSIVITY OF REMEDY.....	39
Section 12.7--NO WAIVER-CUMULATIVE REMEDIES.....	39
ARTICLE 13 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION.....	41
Section 13.1--TELEPHONE ACCESS.....	41
Section 13.2--ANSWERING SERVICE.....	41
Section 13.3--SERVICE CALLS.....	41
Section 13.4--SUBSCRIBER SOLICITATION PROCEDURES.....	42

Section 13.5--NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE	42
Section 13.6--CONSUMER SALES STANDARDS	42
Section 13.7--BILLING PRACTICES INFORMATION AND PROCEDURES.....	42
Section 13.9--RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS	43
Section 13.10--COMPLAINT RESOLUTION PROCEDURES	44
Section 13.11--CHANGE OF SERVICE	44
Section 13.12--LOSS OF SERVICE-SIGNAL QUALITY.....	44
Section 13.13--EMPLOYEE AND AGENT IDENTIFICATION CARDS.....	45
Section 13.14--PROTECTION OF SUBSCRIBER PRIVACY.....	45
Section 13.15--PRIVACY WRITTEN NOTICE.....	45
Section 13.16--MONITORING	45
Section 13.17--DISTRIBUTION OF SUBSCRIBER INFORMATION	46
Section 13.18--INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS	46
Section 13.19--SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION.....	46
ARTICLE 14 REPORTS, AUDITS AND PERFORMANCE TESTS	47
Section 14.1--GENERAL	47
Section 14.2--FINANCIAL REPORTS.....	47
Section 14.3--CABLE SYSTEM INFORMATION.....	47
Section 14.4--IN-HOUSE TELEPHONE REPORTS	48
Section 14.5--SUBSCRIBER COMPLAINT LOG.....	48
Section 14.6--INDIVIDUAL COMPLAINT REPORTS	48
Section 14.7--ANNUAL PERFORMANCE TESTS.....	48
Section 14.8--QUALITY OF SERVICE	48
Section 14.9--DUAL FILINGS	49
Section 14.10 --ADDITIONAL INFORMATION	49
Section 14.11 --INVESTIGATION.....	49
ARTICLE 15 EMPLOYMENT	50
Section 15.1--EQUAL EMPLOYMENT OPPORTUNITY.....	50
Section 15.2--NON-DISCRIMINATION.....	50
ARTICLE 16 MISCELLANEOUS PROVISIONS.....	51
Section 16.1--ENTIRE AGREEMENT	51
Section 16.2--CAPTIONS	51
Section 16.3--SEPARABILITY	51
Section 16.4--ACTS OR OMISSIONS OF AFFILIATES	51
Section 16.5--RENEWAL FRANCHISE EXHIBITS.....	51
Section 16.6--WARRANTIES.....	51
Section 16.7--FORCE MAJEURE.....	52
Section 16.8--REMOVAL OF ANTENNAS	52
Section 16.9--SUBSCRIBER TELEVISION SETS.....	52
Section 16.10--APPLICABILITY OF RENEWAL FRANCHISE	52
Section 16.11--NOTICES	52
Section 16.12--TOWN'S RIGHT OF INTERVENTION	53
Section 16.13--NO RECOURSE AGAINST THE FRANCHISING AUTHORITY.....	53
Section 16.14--TERM.....	53
Exhibit 1 PROGRAMMING AND INITIAL SIGNAL CARRIAGE.....	54

Exhibit 2 FREE CONNECTIONS & MONTHLY SERVICE TO PUBLIC BUILDINGS & SCHOOLS.....	55
Exhibit 3 GROSS ANNUAL REVENUES QUARTERLY REPORTING FORM	56
Exhibit 4 FCC CUSTOMER SERVICE OBLIGATIONS.....	57
SIGNATURE PAGE	60

EXHIBITS

Programming and Signal Carriage	Exhibit 1
Free Connections and Monthly Service to Public Buildings and Schools	Exhibit 2
Gross Annual Revenues Quarterly Reporting Form	Exhibit 3
FCC Customer Service Obligations	Exhibit 4

AGREEMENT

This Agreement, made this 14 day of November, 2011, between the Board of Selectmen of the Town of Litchfield, as statutory Franchising Authority pursuant to RSA:53-C, and Comcast of Connecticut/Georgia/Massachusetts/NewHampshire/NewYork/North Carolina/Virginia/Vermont, LLC (Comcast”).

WITNESSETH

WHEREAS, the Franchising Authority of the Town of Litchfield, New Hampshire, pursuant to RSA Chapter 53-C, is authorized to grant one or more nonexclusive, revocable cable television renewal franchises to construct, upgrade, operate and maintain a cable television system within the Town of Litchfield; and

WHEREAS, the Franchising Authority conducted a public hearing, pursuant to Section 626(a) of the Cable Act, on August 1, 2011 to (1) ascertain the future cable-related community needs and interests of Litchfield, and (2) review the performance of Comcast and its predecessor(s), during its then current franchise term; and

WHEREAS, the Franchising Authority and Comcast did engage in good faith negotiations and did agree on proposals in connection with the renewal in Litchfield.

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 Litchfield resident and/or any Persons affiliated with a Litchfield non-commercial 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 Franchising Authority and/or its designees, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Affiliate or Affiliated Person: When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(4) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(5) Board of Selectmen: The Board of Selectmen of the Town of Litchfield, New Hampshire.

(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 Department – The department designated by the Franchising Authority to run and operate PEG Access and other cable related duties.

(8) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services, which the Franchisee may make available to Subscribers generally.

(9) Cable Television System, System or Cable System: A facility, owned, constructed, installed, operated and maintained by the Franchisee in the Town of Litchfield, 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 Town but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a

facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (D) an open video system that complies with Section 653 of the Communications Act, or (E) any facilities of any electric utility used solely for operating its electric utility systems.

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

(11) Complaint: Any oral or written communication from a Subscriber, the primary purpose of which is to express dissatisfaction with the service, policies and/or procedures of the Franchisee.

(12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(13) Department of Public Works ("DPW"): The Department of Public Works of the Town of Litchfield, New Hampshire.

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

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

(16) Educational Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(17) Effective Date of Renewal Franchise: November 15, 2011.

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

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

(20) Franchisee: Comcast of Connecticut /Georgia/ Massachusetts/ New Hampshire/ New York / North Carolina / Virginia / Vermont, LLC ("Comcast"), or any successor or transferee in accordance with the terms and conditions in this Renewal Franchises.

(21) Franchising Authority: The Board of Selectmen of the Town of Litchfield, New Hampshire.

(22) Government Access Channel: A specific channel(s) on the Cable System which is made available for use by the Franchising Authority and/or its designee(s) wishing to present non-commercial government Programming and/or information to the public.

(23) Gross Annual Revenues: All revenues collected by the Franchisee and/or its Affiliates from

the provision of Cable Service over the Cable Television System including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Service fees; all digital Cable Service revenues; fees paid on all subscriber fees ("fee on fee"); all Pay Cable, Premium Service and Pay-Per-View revenues; installation, reconnection, downgrade, upgrade and any similar fees; interest earned on Subscriber fees and/or charges; all Commercial Subscriber revenues; all other fees and/or revenues permitted by applicable law; any other Services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; fees paid for Channels designated for commercial use; home shopping revenues; Converter, remote control and other equipment rentals, leases or sales; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, excluding commissions or agency fees, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable 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 System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. 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 payments to the Town in the period so collected.

(24) Headend: The electronic center of the Cable System, owned and maintained by the Franchisee, 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 for the purpose of Signal processing or switching.

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

(27) Normal Business Hours: Those hours during which most similar businesses in the Town are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

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

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

(30) Pay Cable or Pay Service(s): Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

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

(32) PEG: The acronym for "public, educational and governmental," used in conjunction with

Access Channels, support and facilities.

(33) Pedestal: A protection unit used in housing Cable Television System equipment and/or amplifiers.

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

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

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

(37) Public Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, Litchfield individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

(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 Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town 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 Town greater than those already possessed by the Town.

(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 or other decoding device.

(41) Service: Any Basic Service, any Pay Service, or any other Cable Service offered over the Cable Television System, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable Television System.

(42) Signal: Any transmission of electromagnetic or optical energy which carries information from one location to another for the provision of Service.

(43) State: The State of New Hampshire.

(44) Subscriber: Any Person, firm, corporation or other entity in the Town 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 to be operated by the Franchisee, over which Signals can be transmitted to Subscribers, as more fully described in Section 4.1 infra.

(46) Town: The Town of Litchfield, New Hampshire.

(47) Town Attorney: The Town Attorney of the Town of Litchfield, New Hampshire.

(48) Transfer: The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of ownership resulting in a change of control of the Cable System or of this Renewal Franchise, to a Person or a group of Persons.

(49) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

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

(51) 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.

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

ARTICLE 2
GRANT OF RENEWAL FRANCHISE

Section 2.1--GRANT OF RENEWAL FRANCHISE

Pursuant to the authority of RSA Chapter 53-C, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Litchfield, New Hampshire, as the Franchising Authority of the Town, hereby grants a non-exclusive, revocable cable television Renewal Franchise to the Franchisee, a Delaware corporation established for such purpose, authorizing and permitting the Franchisee to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the Town of Litchfield.

This Renewal Franchise is subject to the terms and conditions contained in Chapter 53-C of the Laws of New Hampshire; the Cable Act; the regulations of the FCC; and all Town, State and federal statutes and by-laws of general application, all as may be amended during the term of this Renewal Franchise.

Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee, the right to construct, upgrade, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Litchfield within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the State of New Hampshire and the Town of Litchfield. In exercising rights pursuant to this Renewal Franchise, the Franchisee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town, any public utility serving the Town 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 Town's own use of Public Way and places. Any references herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town 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 Town greater than those already possessed by the Town.

Disputes between the Franchisee and other parties regarding use of Public Ways and places shall be resolved in a court of competent jurisdiction.

Section 2.2--TERM OF RENEWAL FRANCHISE

The term of this Renewal Franchise shall be for ten (10) years, commencing on November 15, 2011, and expiring on November 15, 2021, unless sooner terminated as provided herein.

Section 2.3--NON-EXCLUSIVITY OF THE 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, installation, operation or maintenance of a Cable Television System within the Town of Litchfield; or the right of the Franchising Authority to permit the use of the Public Ways and places of the Town for any lawful purpose. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses.

(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 Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Franchisee shall comply with all generally applicable DPW regulations, and any by-laws enacted by the Town. Any conflict between the terms of this Renewal Franchise and any present or future lawful exercise of the Town's police and generally applicable regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5--REMOVAL OR ABANDONMENT

Upon termination of this Renewal Franchise by passage of time or otherwise, and unless (1) the Franchisee renews its franchise for another term or (2) the Franchisee Transfers the Cable Television System to a transferee approved by the Franchising Authority, the Franchisee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Franchising Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

Section 2.6--AMENDMENT BY MUTUAL AGREEMENT

This Renewal Franchise may only be amended by the mutual agreement of the Franchising Authority and the Franchisee, in writing, duly executed and signed by both parties, and attached hereto and made a part of this Renewal Franchise.

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.

No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

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.

(b) If the Franchising Authority denies its consent to any such action and a Transfer has nevertheless occurred, 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 Town.

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 Town in and to the streets and Public Ways or any other rights of the Town 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 all residents of the Town Subscriber Network of at least 750 MHz, fed by means of a hybrid fiber-optic/coaxial cable network.

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

Section 4.2--EMERGENCY ALERT SYSTEM

The Franchisee shall comply with the Emergency Alert System in accordance with the requirements of the FCC at 47 C.F.R., Part 11.

Section 4.3--PARENTAL CONTROL CAPACITY

Subject to applicable regulation(s), the Franchisee shall provide Subscribers, upon request, with the capacity to control the reception of any channels being received on their television sets.

Section 4.4--SIGNAL QUALITY

The system design of the Cable Television System shall conform to all applicable FCC technical specifications.

**ARTICLE 5
CONSTRUCTION, INSTALLATION, LINE EXTENSION
AND MAINTENANCE STANDARDS**

Section 5.1--LOCATION OF CABLE TELEVISION SYSTEM

The Franchisee shall construct, upgrade, install, operate and maintain the Cable Television System within the Town of Litchfield. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and any other obstructions shall be in accordance with applicable Town by-laws and regulations.

Section 5.2--SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Franchisee shall make its Cable Service available to all residents in the Town, subject to this Section 5.2, Section 5.3 below and Section 5.4 below.

(b) Installation charges shall be non-discriminatory. Any dwelling unit within two hundred and twenty-five feet (225') of the Franchisee's nearest Trunk and Distribution System shall be entitled to a standard installation rate. The Franchisee shall be allowed to recover, from a Subscriber who requests a longer connection, the actual incremental costs incurred beyond the first two hundred and twenty-five feet (225').

(c) The Franchisee shall have up to ninety (90) days in order to survey, design and install, weather permitting, non-standard installations that are more than 225 feet from the existing nearest Trunk and Distribution System.

(d) Installation charges shall be consistent with federal and State regulations. Underground installations are considered non-standard installations and may be subject to additional charge(s).

(e) Cable Service(s) shall not be withdrawn from any location(s) in the Town that is or are served at any time during the term of this Renewal Franchise, provided that a Subscriber's financial and other obligations to the Franchisee are honored, and provided further that the Franchisee shall have no obligation to provide Cable Service to any Person who or which the Franchisee has reasonable basis to believe is using an unauthorized Converter and/or is otherwise obtaining any Cable Service in an unlawful manner.

Section 5.3--LINE EXTENSION

(a) The Cable Television System shall be extended automatically, at the Franchisee's sole cost and expense to any and all areas of the Town containing twenty (20) Subscribers per aerial mile of cable plant or fractional proportion thereof, and/or twenty-five (25) Subscribers per underground mile of Cable System plant or fractional proportion thereof from the existing Trunk and Distribution System. The Franchisee shall file for all necessary permits no later than sixty (60) days after receipt of a Subscriber's request. The Franchisee shall expeditiously seek all necessary permits. Said service shall be made available and fully activated to requesting subscribers no later than ninety (90) days after all necessary permits are obtained.

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of subsection (a) above upon the request of the prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of subscribers in such area minus the costs of extending service to the subscriber in an area that meets the twenty (20) Subscribers per aerial mile of Cable System plant and/or fractional proportion thereof, or twenty-five (25) Subscribers per underground mile of Cable System plant or fractional proportion thereof density requirement specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of Cable Service in that particular area of the Town, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

- * C equals the cost of construction of new plant from the termination of existing Cable System plant;
- * LE equals the number of new Subscribers passed;
- * CA equals the average cost of construction per mile;
- * P equals the 20 Subscribers per linear mile of aerial Cable System plant, or 25 Subscribers per linear mile of underground Cable System plant; and
- * SC equals the per Subscriber contribution in aid of construction in the line extension area.

(c) The Town shall make its best efforts to notify the Franchisee, including, without limitation, having the Community Development Department so notify the Franchisee, in advance whenever new developments are under consideration by Town agencies.

Section 5.4--LINE EXTENSION PROCEDURES

Any potential Subscriber located in an area of the Town without Cable Television Service may request such service from the Franchisee. In areas meeting the requirements of Section 5.2 and Section 5.3 above, the Franchisee shall extend Cable Service to the area promptly, but in no case later than ninety (90) days after all necessary permits are obtained and make-ready is completed by the utility companies in order to allow the Franchisee to extend the Cable System. The Franchisee shall expeditiously seek all necessary permits. In those areas with less than twenty (20) Subscribers per aerial mile and/or twenty-five (25) Subscribers per underground mile, the Franchisee, shall, within forty-five (45) days following a request for Cable Service, conduct a survey to determine the number of homes in the immediate area and shall inform each potential Subscriber of the possible contribution in aid of construction (see Section 5.2 (b) above) that will be charged. The Franchisee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution in aid of construction within ninety (90) days of receipt of pole attachment agreements by the Franchisee, weather permitting.

Section 5.5--UNDERGROUND FACILITIES

In the areas of the Town 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 or are required to be placed underground by the Town, the Franchisee shall likewise place its facilities underground at its sole cost and expense, Underground cable lines shall be placed beneath the pavement subgrade. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 5.6--TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Franchisee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, public ways and places, and private property in the Town. The Franchisee shall comply with all generally applicable rules and/or regulations established by the Franchising Authority or its designee during the term of this Renewal Franchise regarding tree and/or root trimming and/or pruning.

Section 5.7--RESTORATION TO PRIOR CONDITION

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for 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 5.8--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 Town. The expense of such raising or lowering shall be paid by the party requesting such move, unless otherwise required by applicable law(s). The Franchisee shall be given reasonable notice necessary to maintain continuity of Service.

Section 5.9--DISCONNECTION AND RELOCATION

The Franchisee shall, without charge to the Franchising Authority and/or the Town, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 5.10--SAFETY STANDARDS

The Franchisee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration

regulations, the National Electric Code, the National Electrical Safety Code, Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Commission and the FCC, and all land use restrictions as the same exist or may be amended hereafter.

Section 5.11--PEDESTALS

In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable regulations of the Town; provided, however, that the Franchisee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Franchisee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 5.12 below.

Section 5.12--CABLE SYSTEM MAPS

- (a) Upon written request, the Franchisee shall file with the Franchising Authority strand maps of the Cable System plant. Said strand maps shall include the routing of the Cable System, including underground and aerial plant.
- (b) Upon written request, the Franchisee shall make available to the Franchising Authority, at a mutually-agreeable location, for inspection "as-built" maps of all Cable System plant.

Section 5.13--PRIVATE PROPERTY

The Franchisee shall be subject to all generally applicable laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Franchisee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System without charge to the Franchising Authority or the affected Subscriber(s).

Section 5.14--RIGHT TO INSPECTION OF CONSTRUCTION

The Franchising Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this Renewal Franchise and to make such tests as it shall deem necessary 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. The Franchisee shall receive prior notification of and shall have the right to be present at any such inspection.

Section 5.15--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 minimal use, and, if practical with the prior notification to Subscribers.

Section 5.16--COMMERCIAL ESTABLISHMENTS

The Franchisee shall make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Franchisee, in accordance with applicable law(s) and/or regulation(s).

**ARTICLE 6
SERVICES AND PROGRAMMING**

Section 6.1--BASIC SERVICE

The Franchisee shall provide a Basic Service tier to all Subscribers in accordance with applicable statute or regulation. 47 U.S.C. 534.

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 1**, attached hereto and made a part hereof.

(b) The Franchisee shall provide the Franchising Authority and all Subscribers with a minimum of thirty (30) days advance written notice of any change in its Litchfield Programming line-up, if the change is 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-READY TV SET/CABLE COMPATIBILITY

(a) The Franchisee shall provide to any Subscriber, upon request, an A/B switch which will allow VCR and/or DVD owners to record and view any channel capable of being tuned by such owner's television set and/or VCR and/or DVD, except in instances involving two (2) Scrambled Signals.

(b) Pursuant to applicable law and regulation, the Franchisee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal Franchise any off-the-air Signals. For purposes of this Section 6.4(b), "off-the-air Signals" shall mean any broadcast television Signals received at the Franchisee's Headend without the aid of any intervening relay device or receiving dishes.

(c) To further ensure the maximum functioning of VCRs, DVDs and cable-ready television sets, the Franchisee shall fully comply with any applicable federal equipment compatibility regulations.

(d) The Franchisee shall, pursuant to applicable law(s) and regulation(s), and equipment availability, allow customers to purchase commercial off-the-shelf components as an alternative to monthly or annual rental. The Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the equipment acquired by Subscribers

Section 6.5--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. The Franchisee shall ensure that all Subscribers

receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary Service interruptions can be anticipated, the Franchisee shall notify Subscribers in advance.

Section 6.6--FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Franchisee shall provide a Subscriber Network Drop and the monthly Basic Service, without charge, to all public and private primary and secondary schools, police and fire stations, public libraries, and other public buildings designated in writing by the Franchising Authority, contained in **Exhibit 2**, attached hereto and made a part hereof. The Franchisee shall provide said Drops, Basic Service within sixty (60) days, weather permitting, of the Effective Date of this Renewal Franchise. There shall be no costs to the Town and/or any designated institution for the installation and provision of monthly Basic Service.

(b) Upon written request of the Franchising Authority, the Franchisee shall provide one Drop and the Basic Service to those any other public institutions and private schools located along its Cable System routes, but that are not listed in **Exhibit 2**. The Franchisee shall discuss the location of each connection with the proper officials of each of the institutions entitled to such free Drop and Basic Service, prior to the installation of said Drop.

(c) The Franchisee shall not be responsible for internal wiring of said public buildings and private schools in order to provide Drops and Basic Service as required herein.

ARTICLE 7
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
CHANNELS AND CAPITAL FUNDING

Section 7.1--CABLE DEPARTMENT

The Franchising Authority, or its designee(s), shall be responsible for the provision of PEG Access Programming to Subscribers in the Town.

Section 7.2--PEG ACCESS CHANNELS

(a) The Franchisee shall continue to make available for use by the Franchising Authority and/or its designee(s) three (3) Franchisee-owned Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no charge by the Franchisee to the Town and/or its designee(s) and shall be subject to the control and management of the Franchising Authority and/or its designee(s).

(b) The Franchisee shall not move or otherwise relocate the channel locations of the PEG Access Channel(s), once established, without thirty (30) days advance, written notice to the Franchising Authority. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations.

(c) Said PEG Access Channel(s) shall be made available and operated by the Town and its designee(s) at no charge to Users.

(d) The Franchisee shall monitor the three (3) PEG Access Channels for technical quality and shall ensure that they are maintained at FCC standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Franchising Authority, the Franchisee shall make available a copy of its most recent annual performance tests.

(e) Pursuant to Section 7.3(d) below, the Franchisee shall be responsible for ensuring that PEG Access Programming can be originated from the remote locations listed therein and sent to the Headend or Hub on an Upstream Channel(s) provided by the Franchisee for interconnection with and on said Downstream PEG Access Channels.

Section 7.3--PEG ACCESS ORIGINATION CAPABILITY AND CABLECASTING

(a) In order that the Franchising Authority and/or its designee(s) can cablecast its programming over the PEG Access Channels required in Section 7.2 above, all PEG Access Programming shall be modulated, then transmitted from any location in the Town with origination capability specified in Section 7.3(d) below. At the Hub, said PEG Access Programming shall be switched to, and retransmitted, on one of the Downstream PEG Access Channels, as designated by the Franchising Authority and/or its designee(s). It shall be the Franchisee's sole responsibility and cost to ensure that said PEG Access Programming is properly switched, either manually or electronically, to one of the PEG Access Downstream Channels, in an efficient and timely manner. The Franchisee shall not charge the Franchising Authority, its designees, the Town and/or PEG Access Users for such switching. The demarcation point between equipment owned, operated and maintained by the Franchisee and the equipment owned, operated and maintained by the Town or its designee(s) shall be the output of the modulator at each location with Origination Capability.

(b) At its sole cost and expense, the Franchisee shall provide and maintain all necessary switching and/or processing equipment, including modulators, located at its Hub-site or Headend in order to switch upstream Signals carrying PEG Access Programming from the location(s) listed in Section 7.3 (e) to the designated Subscriber Network downstream PEG Access Channel.

(c) If a digital simulcast is available from the Hubsite, the PEG Access Channel shall be provided to Subscribers in both analog and digital format until such time as the Cable System is converted to an all digital format; at such time, the PEG Access Channels will be delivered in digital format only

(d) The Franchisee shall continue to provide for, and maintain, at its sole cost and expense, the following Origination locations in the-Town of Litchfield;

- (1) Griffin Memorial School -229 Charles Bancroft Hwy;
- (2) Litchfield Middle School -19 McElwain Dr.;
- (3) Campbell High School -1 Highlander Ct.;
- (4) Cable Studio -255 Charles Bancroft Hwy. (Back Building);
- (5) Town Hall Municipal Complex -2 Liberty Way;
- (6) Darrah Pond Rec. Facility -Talent Hall -2 Woodhawk Way.

(e) Upon written notice from the Franchising Authority and after receipt of payment for such Origination Capability construction from the Franchising Authority, the Franchisee shall construct additional Origination Capability connections to any new municipal or school building. The Franchisee shall provide a written estimate to the Franchising Authority of the costs of such additional Origination Capability connection costs.

(f) The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding the cablecasting of PEG Access programming.

Section 7.4--PEG ACCESS CAPITAL FUNDING

- (a) The Franchisee shall provide a capital payment totaling Sixty Thousand Dollars (\$60,000) payable to the Franchising Authority, or its designee, to be used for the purchase of PEG Access equipment and or facilities. All equipment purchased with these funds will be owned, operated and maintained by the Town. Said payments shall be paid by Franchisee shall be made within ninety (90) days of the Effective Date of this Renewal Franchise.
- (b) Within ninety (90) days of the Effective the Date of this Renewal Franchise, the Franchisee shall spend up to Fifteen Thousand Dollars (\$15,000) to replace the modulators in the Franchising Authority's main hbsite
- (c) In no case shall said PEG Access capital funding payments provided for in paragraph (a) above be included in, and/or be a part of, any franchise fee payment(s), required by Section 8.1 infra, or any other fees or payments required by applicable law. Said annual PEG Access capital funding shall be in addition to any such franchise fee or other payments.
- (d) In the event that the funding payment required herein are not tendered on or before the

dates fixed herein, interest due on such payment(s) shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

Section 7.5--EQUIPMENT OWNERSHIP AND MAINTENANCE

The Town shall own and maintain (i) all PEG Access equipment in its possession, as of the Effective Date of this Renewal Franchise and (ii) all PEG Access equipment purchased with funding pursuant to Section 7.4 above.

Section 7.6--PEG ACCESS CHANNEL(S) MAINTENANCE

The Franchisee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming. Upon written request, the Franchisee shall make available a copy of its most recent annual performance tests.

Section 7.7--NO EDITORIAL CONTROL

In accordance with applicable law, the Franchisee shall not engage in any editorial control and/or any other control of the content of the PEG Access Programming on the Cable System.

ARTICLE 8 FRANCHISE FEES

Section 8.1--FRANCHISE FEE PAYMENTS

- (a) The Franchisee shall pay to the Franchising Authority and/or its designee(s) , throughout the term of this Renewal Franchise, a Franchise Fee equal to an agreed percentage, as outlined in section 8.1 (c) below, of the Franchisee's Gross Annual Revenues, as defined herein, derived during each year of this Renewal Franchise. The Franchisee shall not be liable for a total financial commitment in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) cap shall not include (i) the PEG Access capital funding (Section 7.4); (ii) any interest due herein to the Franchising Authority and/or its designee(s) because of late payments; and/or (iii) any damages (Section 12.2).
- (b) Effective January 1, 2012, the initial Franchise Fee shall be two percent (2%) of the Franchisee's Gross Annual Revenues. Within each subsequent twelve month period of this Renewal Franchise, the Franchising Authority may provide notification to the Franchisee of its request to adjust the percentage, within the allowed level. Any requested increase shall not exceed an additional 1.5% in the twelve month period.
- (c) The Franchisee shall file with each of said five percent (5%) quarterly payments a statement certified by an authorized representative of the Franchisee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Franchisee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 3**. If the Franchisee's quarterly payments to the Issuing Authority were less than two percent (2%) or such other amount of the Franchisee's Gross Annual Revenues for the reporting period, the Franchisee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(23) supra.
- (d) Said Franchise Fee payments shall be made to the Franchising Authority on a quarterly basis within forty-five (45) days after the end of the calendar quarter.
- (e) In the event that the Franchise Fee payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments pursuant to this Section 8.1(d) shall not be deemed to be part of the funding to be paid to the Franchising Authority pursuant to this Section 8.1 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 8.2--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 which the Franchisee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law, except for "franchise fees", as defined by federal 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 in accordance with applicable federal law.

(b) Nothing in the Cable Act 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 or other 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 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.

(c) The Franchisee and the Franchising Authority hereby agree that the meaning of the term "franchise fee" does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

Section 8.3--LATE PAYMENT

In the event that the 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 Prime Rate. Any payments to the Town pursuant to this Section 8.3 shall not be deemed to be part of the Franchise Fees to be paid to the Town pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 8.4--RECOMPUTATION

(a) 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 Town 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 Franchising Authority and shall occur in no event later than one (1) year after each quarterly Franchise Fee is tendered with respect to such fiscal year.

(b) If the Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchisee shall have thirty (30) days to provide the Franchising Authority 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 may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and recomputation and the Franchisee shall contribute to the costs of such audit in an amount not to exceed Two Thousand Dollars (\$2,000.00).. 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.

Section 8.5--AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Litchfield.

Section 8.6--METHOD OF PAYMENT

All payments by the Franchisee to the Franchising Authority pursuant to this Article 8 shall be made payable to the Town.

**ARTICLE 9
RATES AND CHARGES**

Section 9.1--RATE REGULATION

The Franchising Authority reserves the right to regulate the Franchisee's rates and charges to the extent allowable under applicable federal law.

Section 9.2--NOTIFICATION OF RATES AND CHARGES

(a) 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. Thereafter, the Franchisee shall file with the Franchising Authority all changes in services, all rates and charges of any kind, and all terms and conditions relating thereto at least thirty (30) days prior to implementation of said change. The Franchisee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered; provided, however, that this Section 9.2 shall not prohibit the Franchisee from offering or discontinuing promotional discounts upon less than thirty (30) days notice. No rates or charges shall be effective except as they appear on a schedule so filed.

(b) At the time of initial solicitation 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 from receipt of notification of any rate increase to either downgrade Service or terminate Service altogether without any additional charge. Once a Subscriber has requested a change in Service at any time within said thirty (30) day period, the Franchisee shall commence billing said Subscriber at the new rate from the date of the request for a change in Service, regardless of whether the Franchisee actually changes the level of Service within that time period.

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 the Franchisee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that said interruption is not caused by the Subscriber, 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

No later than thirty (30) days after the Effective Date and at all other times during the term of the Renewal Franchise, including the time for removal of facilities provided for herein, the Franchisee shall obtain, pay all premiums for, and file with the Franchising Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general comprehensive liability policy naming the Franchising Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insured on all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one Person in any one occurrence.

(2) A property damage insurance policy naming the Franchising Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insured and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one Person in any one occurrence.

(3) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one Person; and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation and Employer's Liability in the minimum amount of:

(a) Statutory limit for Worker's Compensation; and

(b) One Hundred Thousand Dollars (\$100,000.00) for Employer's Liability.

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

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

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

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in New Hampshire.

(d) The Franchisee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal Franchise under which the Town may immediately suspend operations under this Renewal Franchise subject to the provisions of Section 12.1 herein.

Section 10.2--PERFORMANCE BOND

(a) No later than ninety (90) days from the Execution Date of this Renewal Franchise, the Franchisee shall obtain and maintain at its sole cost and expense throughout the term of the Renewal Franchise a faithful performance bond running to the Town, with good and sufficient surety franchised to do business in the State of New Hampshire in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Renewal Franchise, subject to Determination of Breach (Section 12.1).

(b) The performance bond shall be effective throughout the term of the 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 the Renewal Franchise, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, maintenance, operation or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 and 12.2 infra.

(c) The performance bond shall be a continuing obligation of this Renewal Franchise. In the event that the Town recovers from the surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$50,000.00 required 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(s), upon written request, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 10.4--INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the Town, 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 Town 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 performance bond required herein shall each contain an endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Franchisee under the terms of this Renewal Franchise and shall contain the following endorsement:

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

The Franchising Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System. The Franchising Authority shall 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.

Section 11.2--PERFORMANCE EVALUATION HEARINGS

(a) The Franchising Authority may hold a performance evaluation hearing once during each year of this Renewal Franchise. The Franchisee shall be provided at least thirty (30) days notice of any such hearing. 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 with the terms and conditions of this Renewal Franchise, customer service and Complaint response, and PEG Access Channels, facilities and support; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect concerning the construction, upgrade, operation and/or maintenance of the Cable Television System. During review and evaluation by the Franchising Authority, the Franchisee shall cooperate fully with the Franchising Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the Town, pursuant to Section 14.1(b) infra. 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 thirty (30) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service. If inadequacies are found which result in a violation of any of the provisions 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. The Franchisee shall subsequently 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, Service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, 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 through the term of the Renewal Franchise.

Section 11.4--EMERGENCY REMOVAL OF PLANT

If, in case of fire or disaster in the Town at any time, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town 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 authority 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 authority to remove or relocate the same, which cost the Franchisee shall reimburse to the Town.

Section 11.6--INSPECTION

Upon written notice to the Franchisee, except in the case of an emergency, the Franchising Authority and/or its designee(s), at its expense, shall have the right to inspect the plant, equipment or other property of the Franchisee in the Town during Normal Business Hours. The Franchisee may be present, and shall fully cooperate with the Franchising Authority, during such inspection(s).

Section 11.7--JURISDICTION

Jurisdiction and venue over any dispute, action or suit 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

(a) 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:

(b) 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

(c) 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 any such default and reporting the Franchisee's progress until any such default is cured.

(d) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Franchising Authority is not satisfied with the Franchisee's response(s) or the Franchisee's efforts to cure, the Franchising Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Franchising Authority shall determine whether or not the Franchisee is in default of any provision of this Renewal Franchise.

(e) In the event that the Franchising Authority, after such hearings, determines that the Franchisee is in default, the Franchising Authority may determine to pursue any of the following remedies, by written notice to the Franchisee:

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

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

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

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

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

(vi) invoke any other remedy available to the Town.

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 receives written notice, by certified mail, pursuant to Section 12.1(a) above, of the provision(s) which the Franchising Authority believes to be in default, unless cured pursuant to Section 12.1(c) above.

(1) For failure to construct, fully activate, operate, maintain, and make available to all residents in the Town the Cable Television System, in accordance with Sections 4.1 and 5.2, herein, Four Hundred Dollars (\$400.00) per day, for each day that such construction, upgrade and activation has not occurred.

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

(3) For failure to comply with the PEG Access provisions in accordance with the provisions of Article 7 herein, One Hundred Fifty Dollars (\$150.00) for each day that any such non-compliance continues; provided, however, any payment(s) under this Section 12.2(a)(3) shall be reduced by late payment interest, if any, paid pursuant to Section 7.4(c) supra, only if such late payments are the subject of such non-compliance.

(4) For failure to install, operate and maintain the remote origination locations in accordance with Section 7.3 herein, One Hundred Fifty 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 13.3 and Exhibit 8 infra, One Hundred Fifty Dollars (\$150.00) for each day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 6.6 herein and/or Exhibit 2, Fifty Dollars (\$50.00) per day that any such non-compliance continues.

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

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

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, 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

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, subject to the procedures of Section 12.1 above and applicable law.

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; or (iii) the expiration of the term of this Renewal Franchise, unless the Franchisee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 12.5--NOTICE TO OTHER PARTY OF LEGAL ACTION

In the event that either party intends to take legal action against the other party for any reason, such moving party shall first, except where injunctive relief is sought, (i) give the other party at least forty-five (45) days notice that an action will be filed, (ii) meet with the other party before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

Section 12.6--NON-EXCLUSIVITY OF REMEDY

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

Section 12.7--NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Franchising Authority 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 Franchising Authority under applicable law, subject in each case to the terms and conditions in this Renewal Franchise.

(c) A waiver of any right or remedy by the Franchising Authority at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Franchising Authority at any other time. In order for any waiver of the Franchising Authority to be effective, it shall be in writing. The failure of the Franchising Authority 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 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.

(d) Acceptance of the terms and conditions of this Renewal Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Franchisee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.

ARTICLE 13
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1--TELEPHONE ACCESS

(a) The Franchisee, at a minimum, shall comply with the FCC's Customer Service Obligations, currently at 47 C.F.R. 76.309(c)(1)(A)-(D), and attached hereto as **Exhibit 4** Under Normal Operating Conditions, as defined, 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.

(b) The Franchising Authority shall have the right to direct the Franchisee to submit to a "busy study" from the telephone company which provides service to the Franchisee, without charge to the Franchising Authority, if the bi-annual reports submitted by the Franchisee to the Franchising Authority pursuant to Section 14.4 infra, do not clearly document that the Franchisee's telephone lines are accessible to its Litchfield Subscribers as required herein.

(c) The Franchisee's business-customer service office shall have a publicly listed local or toll-free telephone number.

Section 13.2--ANSWERING SERVICE

(a) At all other times that its customer service center is not open, the Franchisee shall maintain, throughout the entire term of this Renewal Franchise, 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 or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Franchisee shall promptly contact the Subscriber to follow-up on their individual problem or inquiry. The Franchisee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

(b) All after-hours telephone calls of an emergency nature shall be acted upon promptly, and one of the Franchisee's on-call personnel shall be contacted.

Section 13.3--SERVICE CALLS

(a) In arranging appointments for service calls, the Franchisee shall comply with the FCC's Customer Service Obligations, at 47 C.F.R. 76.309(c)(2), attached hereto as **Exhibit 4**.

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

Section 13.4--SUBSCRIBER SOLICITATION PROCEDURES

Upon request, the Franchisee shall inform all prospective Subscribers of the availability of the materials required by 47 C.F.R. 76.309(c)(3)(A). These materials shall be provided to all Subscribers (i) at the time of installation of Service; (ii) at least annually; and (iii) at any other time, upon request. Such information shall also include:

(a) Notice of the availability of detailed information on parental lockout devices.

(b) Written information concerning the Franchisee's privacy policies, pursuant to State and federal law.

Section 13.5--NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE

As set forth in R.S.A. 53-C: 3-d, annually, the Franchisee shall mail to each of its Subscribers a notice which:

(a) Informs Subscribers how to communicate their views to the Franchisee and to the Office of the Attorney General, Consumer Protection and Antitrust Bureau; and

(b) States the responsibility of the Office of the Attorney General, Consumer Protection and Antitrust Bureau to receive and act on consumer complaints.

Such notice shall be in non-technical language, understandable by the general public, and in a convenient format. On or before January 30 of each year, the Franchisee shall certify to the Franchising Authority and to the Office of the Attorney General, Consumer Protection and Antitrust Bureau that it has distributed the notice as provided in this section during the previous calendar year as required by this section.

Section 13.6--CONSUMER SALES STANDARDS

At the time of initial solicitation or installation of service, the Franchisee shall provide written information to the prospective customer that lists (i) all rates and charges for all levels of Service; (ii) all tiers and other programming packages with a listing of channels or Services; and (iii) billing policies and procedures.

Section 13.7--BILLING PRACTICES INFORMATION AND PROCEDURES

(a) Billing procedures shall be as follows:

(i) The Franchisee shall bill all Subscribers to its Cable Television System in a uniform, non-discriminatory manner, regardless of a Subscriber's level of Service(s). The bill shall have an explicit due date.

(ii) The Franchisee shall provide all Subscribers with itemized bills that contain the information required by federal law and/or regulation.

(iii) Late charges, if applied, shall in no case be imposed earlier than thirty (30) days after the

due date.

(iv) Subscribers shall have thirty (30) days from the due date of a bill in which to register a complaint or dispute concerning said bill.

(v) In the event that a bona fide billing dispute arises, the Franchisee shall respond to each Complaint within fifteen (15) days of receiving a written notification of said dispute from the Subscriber and shall make its best efforts to resolve each dispute within forty-five (45) days of receiving a written notification of said dispute from said Subscriber. If said dispute cannot be settled within the forty-five (45) day period and/or the results of the Franchisee's investigation into said dispute are unacceptable to the Subscriber, the Franchisee shall notify, and deliver to, the affected Subscriber its proposed resolution of the dispute within one day of expiration of said forty-five (45) day period.

(vi) The affected Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall the Franchisee, prior to the resolution of a billing dispute, disconnect, assess a late payment charge or require payment of a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, provided the Subscriber notifies the Franchisee of said dispute within thirty (30) days following the beginning of the billing period for which service was rendered under the disputed bill.

Section 13.8--DISCONNECTION AND TERMINATION OF CABLE SERVICES

In no event shall the Franchisee disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Franchisee has given said Subscriber written notice of such past due amount in a clear and conspicuous manner and (3) said Subscriber has been given a second notice of delinquency. Disconnection and termination of Cable Services shall be subject to applicable federal and State law and regulation.

Section 13.9--RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS

(a) The Franchisee shall respond to all requests for Service that are received under Normal Operating Conditions, as defined in 47 C.F.R. §76.309, attached hereto as **Exhibit 4**, on a first-come, first-served basis Monday through Friday. Such requests shall be handled immediately, if possible, but in all instances, within twenty-four (24) hours of the original call. Verification of the problem and, where possible, resolution, shall occur within forty-eight hours.

(b) Calls for repair service after Normal Business Hours and on Saturdays, Sundays and holidays shall be scheduled by the Franchisee's personnel according to normal repair service policies.

(c) The Franchisee shall ensure that there are stand-by personnel on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by personnel of an unusual number of calls or a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to immediately, twenty-four (24) hours a day by the Franchisee's personnel. For purposes of this section, an outage shall be considered to occur when five (5) or more calls are received from any one neighborhood, concerning such an outage.

(e) Call center personnel shall be notified of outages reported to either local, regional, or national call centers, that impact Subscribers in the Town, and shall notify customers reporting an outage if there is an outage currently known and under investigation or repair in the vicinity of the customer.

Section 13.10--COMPLAINT RESOLUTION PROCEDURES

(a) The Franchisee shall establish a procedure for resolution of billing and privacy disputes and Complaints by Subscribers. The Franchisee shall provide, on an annual basis, a written description of said procedures to all Subscribers, as well as the Franchising Authority.

(b) Upon request, the Franchisee shall provide written information to the Franchising Authority regarding Subscriber Complaints in Litchfield.

(c) 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, provided that the Subscribers make a good faith effort to comply with the Franchisee's procedures specified in paragraph (a) above for the resolution of Complaints.

(d) In the event that the Franchising Authority or its designee(s) finds a pattern of multiple unresolved subscriber Complaints, the Franchising Authority and the Franchisee may discuss appropriate amendments to this Renewal Franchise.

Section 13.11--CHANGE OF SERVICE

Upon notification by a Subscriber to disconnect or downgrade Service, the Franchisee shall cease and/or adjust said Subscriber's monthly Service charges immediately or as of the Subscriber's specified disconnect or downgrade date. In no case shall said Subscriber be charged for Service(s) requested to be changed after the Franchisee is notified of said change(s). In the event that Subscribers request disconnection or downgrade of Service(s), the Franchisee's charges, if any, shall comply with applicable federal law or regulation.

Section 13.12--LOSS OF SERVICE-SIGNAL QUALITY

The Franchisee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable Television System. Upon a showing of a number of Complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Franchising Authority shall, after giving the Franchisee fourteen (14) days notice and an opportunity to cure said deficiency, order the Franchisee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Franchisee may request additional time from the Franchising Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Franchising Authority and the Franchisee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 13.13--EMPLOYEE AND AGENT IDENTIFICATION CARDS

All of the Franchisee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card approved by the Franchisee.

Section 13.14--PROTECTION OF SUBSCRIBER PRIVACY

(a) The Franchisee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and, pursuant to applicable federal law, 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) The Franchisee shall notify all Leased Access 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 13.15--PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Franchisee shall provide all Subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

Section 13.16--MONITORING

Except as otherwise permitted by applicable law, neither the Franchisee or its agents nor the Town or 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 or User; 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, or billing for Pay Services. The Franchisee shall report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Franchisee, other than as permitted herein. The Franchisee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Franchisee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

Section 13.17--DISTRIBUTION OF SUBSCRIBER INFORMATION

The Franchisee and its agents or employees shall comply with Section 631 of the Cable Act regarding the distribution of Subscriber information.

Section 13.18--INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act and other applicable law, the Franchisee shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber, without a Subscriber's prior authorization. If a court authorizes or orders such disclosure, the Franchisee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 13.19--SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Upon request, 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 General Manager.

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 Town any information regarding the Franchisee, its business and operations, or any Affiliated Person, with respect to the Cable System, any Service, in such form and containing such detail as may be specified by the Town 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 Town Attorney for a determination of the validity of the Franchisee's claim of a proprietary interest. If the Town Attorney 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

The Franchisee shall furnish the Franchising Authority and/or its designee(s), no later than one hundred and twenty (120) days after the end of the Franchisee's Fiscal Year, the following financial information:

(a) Statement of Income upon which the annual Franchise Fee is based, including:

(i) All Subscriber Revenues, including but not limited to, regular Basic Service charges, Pay Cable charges, Pay-Per-View revenues, installation revenues (including reconnection, second set, etc.), advertising revenues, Leased Access revenues, home shopping services revenues and any other special service revenues.

(b) If requested in writing, a list of officers and members of the Board of Directors of the Franchisee and its parent, if any.

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 Subscribers, (ii) the number of dwelling units passed, and (iii) the number of plant miles in construction/upgrade or completed and (iv) information required in Section 13.10 (b).

Section 14.4--IN-HOUSE TELEPHONE REPORTS

Upon written request, on a semi-annual basis, the Franchisee shall make available to the Franchising Authority copies of all in-house telephone reports that track the activity and effectiveness, on a regional basis, of the Franchisee's telephone system.

Section 14.5--SUBSCRIBER COMPLAINT LOG

(a) The Franchisee shall keep a record or log of all written Complaints received regarding quality of Service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Franchisee for a period of two (2) years.

(b) Such record(s) shall contain the following information for each Complaint received:

(i) Date, time and nature of the Complaint;

(ii) Investigation of the Complaint; and

(iii) Manner and time of resolution of the Complaint.

(iv) If the Complaint regards equipment malfunction or the quality of reception, the Franchisee shall file a report indicating the corrective steps it has taken, with the nature of the problem stated.

(v) Upon written request, the Franchisee shall make available to the Franchising Authority records of such Complaints, as allowed by applicable law.

Section 14.6--INDIVIDUAL COMPLAINT REPORTS

The Franchisee shall, within ten (10) business days after receiving a request from the Town, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 14.7--ANNUAL PERFORMANCE TESTS

Upon written request, the Franchisee shall provide copies of its Litchfield Cable System performance tests to the Franchising Authority in accordance with FCC regulations, as set out in 47 C.F.R. Section 76.601 et seq.

Section 14.8--QUALITY OF SERVICE

(a) 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 have the right and authority to require the Franchisee to test, analyze and report on the performance of the Cable System. The Franchisee shall fully cooperate with the Franchising Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

(1) the nature of the complaint or problem which precipitated the special tests;

- (2) the System component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such complaint or problem was resolved; and
- (5) any other information pertinent to said tests and analysis which may be required.

(c) At the end of said thirty day (30) period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Franchising Authority. Such tests shall be supervised by a professional engineer at terms satisfactory to both the Franchisee and the Franchising Authority; provided, however, that the Franchisee shall receive fourteen (14) days notice and a reasonable opportunity to cure. The Franchisee shall pay for the costs of such engineer only if the tests performed show that the quality of Service is below the FCC's Technical Standards.

Section 14.9--DUAL FILINGS

(a) Upon written request and pursuant to Section 14.1(b), the Franchisee shall make available to the Town 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) 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 pertaining to any material aspect of the Cable System operation hereunder, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 14.10 --ADDITIONAL INFORMATION

At any time during the term of this Renewal Franchise, upon the reasonable request of the Franchising Authority, the Franchisee shall not unreasonably deny any requests for further information which may be required to establish the Franchisee's compliance with its obligations pursuant to the Renewal Franchise, subject to Section 14.1 supra.

Section 14.11 --INVESTIGATION

The Franchisee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency.

**ARTICLE 15
EMPLOYMENT**

Section 15.1--EQUAL EMPLOYMENT OPPORTUNITY

The Franchisee shall comply with all applicable State and federal laws regarding Equal Employment Opportunity.

Section 15.2--NON-DISCRIMINATION

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

**ARTICLE 16
MISCELLANEOUS PROVISIONS**

Section 16.1--ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed 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 in the construction, upgrade, maintenance or operation of the Cable System for the provision of Service 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.

Section 16.6--WARRANTIES

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

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

(b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the 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; and

(c) To the best of the Franchisee's knowledge, there is no action or proceedings pending or threatened against the Franchisee which would interfere with performance of 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 of New Hampshire 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; environmental restrictions; and unavailability of essential equipment and/or materials beyond the control of the Franchisee and/or the Franchising Authority.

Section 16.8--REMOVAL OF ANTENNAS

The Franchisee shall not remove any television antenna of any Subscriber but shall offer to sell 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 cut, modify, or otherwise interfere with any coaxial, telephony, data, or electrical wiring in any subscriber's residence or place of business without the express permission of the subscriber or his agent, unless it presents an immediate danger to life or safety. Any such modification must be disclosed to the subscriber immediately.

Section 16.10--APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to, and are enforceable against, the Town, 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

(i) Board of Selectmen,
Town of Litchfield,
Two Liberty Way
Litchfield, New Hampshire 03052

or such other address as the Franchising Authority may specify in writing to the Franchisee.

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

Comcast Cable Communications, Inc.
Attn: Director of Government & Community Relations
55 Concord Street
North Reading, MA 01864

with copies to:

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

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Place
Philadelphia, PA 19103

or such other address as the Franchisee may specify in writing to the Franchising Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

(c) All required notices shall be in writing.

Section 16.12--TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Franchisee acknowledges the Town's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal Franchise, or any provision in this Renewal Franchise.

Section 16.13--NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Franchising Authority or other governmental entity or any official, member, employee, or agent of the Franchising Authority or such governmental entity, 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, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief.

Section 16.14--TERM

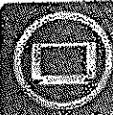
All obligations of the Franchisee and the Franchising Authority set forth in the Renewal Franchise shall commence upon the execution of this Renewal Franchise and shall continue for the term of the Renewal Franchise except as expressly provided for herein.

EXHIBIT 1
PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Franchisee shall provide the following broad categories of Programming:

- + Home Shopping channels
- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming;
- + Foreign Language 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.



XFINITY TV Channel Lineup

xfinity

Amherst, Atkinson, Chester, Danville, Frankestown, Hudson, Kingston, Litchfield, Londonderry, Merrimack, Milford, Mont Vernon, New Boston, Newton, Pelham & Windham, NH

C-165 | 12.11

Limited Basic

- 2 WGBH-2 (PBS) Boston / HD 702
- 3 QVC
- 4 WBZ-4 (CBS) Boston / HD 704
- 5 WCVB-5 (ABC) Boston / HD 705
- 6 MyTV New England (IND) / HD 703
- 7 WHDH-7 (NBC) Boston / HD 707
- 8 WMUR-9 (ABC) Manchester / HD 709
- 9 WPXG-21 (IND) / HD 701
- 10 WLVI-56 (CW) Boston / HD 708
- 11 NHPTV (PBS) / NHPTV Prime HD - HD 711
- 12 WSBK myTV38 (MyTV) Boston / HD 714
- 13 WYDN-48 (Daystar)
- 14 WNEU-60 Manchester, NH / HD 716
- 17 WMFP-62 (IND) Lawrence
- 18 Community Access
- 19 New England Cable News
- 20 Public / Educational / Government Access
- 21 Public / Educational / Government Access
- 22 Public Access
- 23 HSN
- 24 WUTF (Telefutura) / HD 713
- 25 WFXT-25 (FOX) Boston / HD 706
- 26 WGBX-44 (PBS) Boston / HD 718
- 27 WUNI (Univision) / HD 712
- 29 Public Access
- 30 Public / Educational / Government Access
- 31 WYCN-13 (IND) Nashua
- 95 C-SPAN
- 100 Shop NBC
- 112 Trinity Broadcasting Network
- 170 Leased Access
- 170 PEG Access⁴
- 188 Jewelry TV
- 294 Universal Sports (via WBIN-DT)
- 295 WBIN-COOL TV
- 298 WLVI-TCN
- 300 WHDH-This TV
- 308 WMUR-MeTV
- 312 WENH-Explore
- 316 WGBX-World
- 317 WGBX-Create
- 318 WGBX-Kids
- 324 WUNI-LATV
- 332 WYDN-48 (Daystar)

Expanded Basic

- 33 The Weather Channel
- 34 ESPN
- 35 ESPN2
- 36 Comcast SportsNet
- 37 NESN
- 38 CNN
- 39 CNN Headline News
- 40 CNBC
- 42 Fox News
- 43 MTV
- 45 VH1
- 46 Lifetime
- 48 E! Entertainment TV
- 49 HGTV
- 50 Food Network
- 51 Comedy Central
- 52 TV Land
- 53 Bravo
- 54 A&E
- 55 Speed Channel
- 56 Nickelodeon
- 57 Cartoon Network
- 58 ABC Family Channel
- 59 Disney Channel
- 60 Discovery Channel
- 61 The Learning Channel
- 62 Animal Planet
- 63 Travel Channel
- 64 History
- 65 AMC
- 67 TBS
- 68 USA
- 69 TNT
- 70 Syfy
- 71 FX
- 72 Spike TV
- 76 BET Network
- 114 MSNBC
- 119 style.
- 121 The Golf Channel
- 126 VERSUS
- 133 Fox Business Network
- 138 Hallmark Channel
- 163 Lifetime Movie Network
- 184 EWTN
- 186 truTV

Digital Economy (Includes Limited Basic)

- 23 HSN
- 33 The Weather Channel
- 38 CNN
- 42 Fox News
- 46 Lifetime
- 48 E! Entertainment TV
- 50 Food Network
- 51 Comedy Central
- 52 TV Land
- 54 A&E
- 57 Cartoon Network
- 59 Disney Channel
- 60 Discovery Channel
- 62 Animal Planet
- 64 History
- 65 AMC
- 68 USA
- 72 Spike TV
- 95 C-SPAN
- 138 Hallmark Channel

- 156 C-SPAN2
- 182 TV Guide Network
- 184 EWTN
- 186 truTV
- 727 The Weather Channel HD
- 734 Hallmark Channel HD
- 735 truTV HD
- 737 Lifetime HD
- 741 QVC HD
- 746 Cartoon Network HD
- 754 Comedy Central HD
- 755 Spike TV HD
- 756 E! Entertainment TV HD
- 760 CNN HD
- 762 History HD
- 763 USA HD
- 765 Discovery HD
- 769 Food Network HD
- 771 A&E HD
- 780 Animal Planet HD
- 783 Disney HD
- 786 AMC HD
- 790 Fox News HD
- 804 HSN HD

Digital Starter (Includes Limited Basic and Expanded Basic)

- 104 Investigation Discovery
- 109 BBC America
- 115 bio.
- 116 H2
- 119 style.
- 128 Bloomberg Television
- 129 G4
- 151 PBS Kids Sprout
- 156 C-SPAN2
- 159 Oxygen
- 166 FEARNET
- 167 Hallmark Movie Channel
- 182 TV Guide Network
- 183 BCTV
- 187 C-SPAN3
- 263 movieplex
- 333 XFINITY 3D³
- 334 ESPN 3D³
- 710 NECN HD
- 715 bio. HD
- 726 MSNBC HD
- 727 The Weather Channel HD
- 734 Hallmark Channel HD
- 735 truTV HD
- 737 Lifetime HD
- 738 Hallmark Movie Channel HD
- 740 Travel Channel HD
- 741 QVC HD
- 746 Cartoon Network HD
- 747 Nick HD
- 749 Lifetime Movie Network HD
- 754 Comedy Central HD
- 755 Spike TV HD
- 756 E! Entertainment TV HD
- 759 CNN Headline News HD
- 760 CNN HD
- 761 TBS HD
- 762 History HD
- 763 USA HD
- 764 TNT HD
- 765 Discovery HD
- 766 Palladia
- 767 Universal HD

- 768 HGTV HD
- 769 Food Network HD
- 771 A&E HD
- 772 ESPN HD
- 773 NESN HD
- 774 VERSUS HD
- 775 Golf HD
- 776 Velocity HD
- 778 ESPN2 HD
- 779 Comcast SportsNet HD
- 780 Animal Planet HD
- 781 Syfy HD
- 783 Disney HD
- 784 ABC Family HD
- 786 AMC HD
- 787 TLC HD
- 788 FX HD
- 789 Bravo HD
- 790 Fox News HD
- 791 Fox Business Network HD
- 792 CNBC HD
- 798 VH1 HD
- 799 MTV HD
- 804 HSN HD
- 821 Style. HD
- 825 G4 HD
- 828 BET Network HD

MultiLatino Max

- 34 ESPN
- 35 ESPN2
- 36 Comcast SportsNet
- 37 NESN
- 43 MTV
- 45 VH1
- 53 Bravo
- 56 Nickelodeon
- 61 The Learning Channel
- 67 TBS
- 69 TNT
- 70 Syfy
- 121 The Golf Channel
- 126 VERSUS
- 151 PBS Kids Sprout
- 163 Lifetime Movie Network
- 747 Nick HD
- 737 Lifetime HD
- 761 TBS HD
- 764 TNT HD
- 772 ESPN HD
- 773 NESN HD
- 774 VERSUS HD
- 775 Golf HD
- 778 ESPN2 HD
- 779 Comcast SportsNet HD
- 781 Syfy HD
- 787 TLC HD
- 789 Bravo HD
- 798 VH1 HD
- 799 MTV HD

Digital Preferred

- 101 The Hub
- 102 The Science Channel
- 103 Planet Green
- 105 OWN (Oprah Winfrey Network)
- 106 The Military Channel
- 107 Current TV
- 108 Game Show Network
- 110 CMT

- 111 fuse
- 113 Halogen TV
- 117 Disney XD
- 118 SoapNet
- 119 style.
- 120 National Geographic Channel
- 123 Do-It-Yourself Network
- 124 NFL Network
- 125 Fox Soccer Channel
- 127 Outdoor Channel
- 130 Discovery Fit and Health
- 132 ESPNNews
- 134 Cooking Channel
- 135 gmc
- 137 MTV2
- 139 MTV Jams
- 140 Women's Entertainment
- 141 Turner Classic Movies
- 143 CMT Pure Country
- 144 VH1 Classic
- 146 Fox Movie Channel
- 147 IFC
- 148 Nick Jr.
- 149 GAC
- 150 Nat Geo WILD
- 152 TeenNick
- 153 Nick Too
- 154 Nicktoons
- 155 VH1 Soul
- 157 RLTV
- 158 The Word Network
- 160 MTV Hits
- 161 LOGO
- 164 Sundance Channel
- 168 BBC World
- 175 CBS Sports Network
- 176 TV One
- 178 The Sportsman Channel
- 179 NHL Network
- 185 MLB Network
- 195 Centric
- 235 Flix
- 248 Encore
- 250 Encore Love
- 252 Encore Westerns
- 254 Encore Suspense
- 256 Encore Drama
- 257 NBA TV
- 258 Encore Action
- 260 Encore Family
- 261 retroplex
- 262 indieplex
- 281 Tr3s
- 282 Mun2
- 292 NBA TV
- 293 ESPN
- 339 Mnet
- 340 ReelzChannel
- 341 Ovation
- 342 Jewelry TV
- 626 Mun2
- 637 Galavisión
- 728 GMT HD
- 732 ESPNNews HD
- 736 Turner Classic Movies HD
- 739 Planet Green HD
- 742 MGM HD
- 744 IFC HD
- 745 Fuse HD
- 748 Encore HD
- 770 National Geographic HD
- 777 NFL Network HD
- 785 Science Channel HD
- 793 WE HD
- 795 MLB Network HD
- 796 NHL Network HD

- 797 Disney XD HD
- 817 NBA TV HD
- 820 Ovation HD
- 821 Style. HD
- 822 ESPN HD
- 823 CBS Sports Network HD
- 826 TV ONE HD
- 829 HDNet

Sports Entertainment Package

- 122 Speed Channel
- 124 NFL Network
- 125 Fox Soccer Channel
- 127 Outdoor Channel
- 131 ESPN Classic
- 132 ESPNNews
- 141 Turner Classic Movies
- 146 Fox Movie Channel
- 171 FCS Atlantic
- 172 FCS Central
- 173 FCS Pacific
- 175 CBS Sports Network
- 178 The Sportsman Channel
- 179 NHL Network
- 185 MLB Network
- 257 NBA TV
- 289 Big Ten Network
- 290 TVG
- 291 NFL RedZone
- 292 NBA TV
- 293 ESPN
- 343 Crime and Investigation
- 344 Military History Channel
- 394 Tennis Channel
- 395 SportsNet NY (OOM)
- 396 Comcast SportsNet Bay Area (OOM)
- 397 Comcast SportsNet Chicago (OOM)
- 398 Prime Ticket
- 399 Sun Sports
- 732 ESPNNews HD
- 736 Turner Classic Movies HD
- 777 NFL Network HD
- 794 NFL RedZone HD
- 795 MLB Network HD
- 796 NHL Network HD
- 817 NBA TV HD
- 822 ESPN HD
- 823 CBS Sports Network HD
- 824 Big Ten Network HD
- 827 Tennis Channel HD

Music Choice®

A minimum subscription to Digital Economy or Digital Starter is required to receive these channels.

401-446 Channel Information available on musicchoice.com

Pay-Per-View

- 451 Playboy
- 452 Juicy
- 453 XTSY
- 454 Penthouse TV
- 457 TEN
- 458 IN DEMAND PPV

- 459 IN DEMAND HD
- 460-462 IN DEMAND PPV
- 700 IN DEMAND HD

Sports Pay-Per-View

- 501-506 ESPN Fullcourt/Gameplan
- 510-519 MLS - NBA TEAM 1-10
- 520 TEAM HD
- 531-544 NHL Center Ice
MLB Extra Innings
- 545 GAME HD

Digital Premium

- 201 HBO
- 202 HBO2
- 203 HBO Signature
- 204 HBO Family
- 205 HBO Comedy
- 206 HBO Zone
- 207 HBO Latino
- 208 HBO West
- 218 Showtime Women
- 219 Showtime Family
- 220 Showtime Next
- 221 Showtime
- 222 Showtime 2
- 223 Showtime Showcase
- 224 Showtime Extreme
- 225 Showtime Beyond
- 231 The Movie Channel
- 232 TMC Extra
- 235 Flix
- 241 Starz
- 243 Starz Edge
- 244 Starz Kids & Family
- 245 Starz Cinema
- 247 Starz InBlack
- 268 WMax
- 269 @Max
- 270 Cinemax
- 271 MoreMax
- 272 ActionMax
- 273 ThrillerMax
- 274 Cinemax West
- 278 5StarMax
- 279 OuterMax
- 450 Playboy Channel 1
- 750 HBO HD
- 751 Showtime HD
- 752 Starz HD
- 753 Cinemax HD
- 801 Showtime HD
- 802 Showtime 2 HD
- 810 TMC HD
- 811 TMC Xtra HD
- 812 HBO2 HD
- 813 HBO Zone HD
- 815 HBO Latino HD
- 816 Showtime Extreme HD

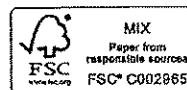
International Channels 1

- 189 RTN
- 190 TV Japan
- 191 CCTV-4
- 192 SET Asia
- 193 TV5Monde

- 194 The Filipino Channel
- 197 Rai Italia
- 198 ART (Arabic)
- 850 TV Globo
- 851 SIC
- 852 Zee TV
- 854 RTN
- 855 TV Japan
- 856 CCTV-4
- 857 SET Asia
- 858 TV5MONDE
- 859 The Filipino Channel
- 860 Rai Italia

MultiLatino

- 600 TBN Enlace USA
- 601 Telefe Internacional
- 602 TV Chile
- 603 TV Colombia
- 604 VideoRola
- 605 Utilísima
- 606 TVE East
- 607 TV Venezuela
- 608 Telehit
- 609 Ritmoson Latino
- 610 Bandamax
- 611 De Pelicula
- 612 De Pelicula Clásico
- 613 SUR Perú
- 614 Canal SUR
- 615 Once México
- 616 Multimedia Televisión
- 617 Mexicana
- 618 HTV
- 619 Gran Cine
- 620 EWTN Español
- 621 Ecuavisa Internacional
- 622 CB Tu Televisión Michoacán
- 623 Caracol TV
- 624 Canal 52MX
- 625 Supercanal Caribe
- 626 Mun2
- 627 Discovery en español
- 628 Cine Latino
- 629 FOX Deportes
- 630 CNN en Español
- 631 Tr3s
- 632 Viendo Movies
- 633 Cine Mexicano
- 634 Go!TV (English)
- 635 History en español
- 636 WAPA America
- 637 Galavisión
- 638 ESPN Deportes
- 639 Televisión Dominicana
- 640 Viendo Movies - West
- 641 Discovery Familia
- 642 Infinito
- 643 La Familia Cosmovision
- 644 HITN



Some restrictions apply. Not all programming is available in all areas. Digital capable equipment is required to receive any channel. High-definition capable equipment is required to receive high-definition channels. Additional equipment fees may apply.

- 1 A subscription to Playboy Channel digital service is required to receive this channel.
- 2 Available for individual purchase only.
- 3 A full HD/3D stereoscopic TV, manufacturer's specified 3D glasses and an RNG HD/3D converter is required to receive 3D channels.
- 4 Available in Londonderry and Windham only.

EXHIBIT 2
FREE CONNECTIONS & MONTHLY SERVICE TO PUBLIC BUILDINGS & SCHOOLS

The following schools and public buildings, and all new schools and public buildings built and/or otherwise occupied during the term of the Renewal Franchise, shall receive (i) one Drop and (ii) the monthly Basic Cable Service at no charge to the Franchising Authority:

1. To be filled in at a later date

**EXHIBIT 3
GROSS ANNUAL REVENUES QUARTERLY REPORTING FORM**

Company: Comcast of Connecticut/Georgia/Massachusetts/NewHampshire/NewYork/North Carolina/Virginia/Vermont, LLC

Municipality: Town of Litchfield, New Hampshire

Quarterly Revenue Period: _____ **Calendar Year:** _____

Composition of Total Revenues Subject to Franchise Fee:

Revenue Adjustment (specify)	Totals
Totals by Service:	
Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
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	<u>\$ [enter amount]</u>
Total Gross Annual Revenues	\$ [enter total]
Franchise Fee (2%)	\$ [enter % of total]
Fee-on-Fee (2%)	\$ [enter % of %]
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, home shopping, advertising sales less commissions and agency fees, and other misc. billing adjustments.

Authorized Comcast Representative:

EXHIBIT 4
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.

(a) 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 which 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--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(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.

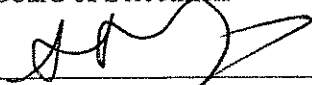
(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

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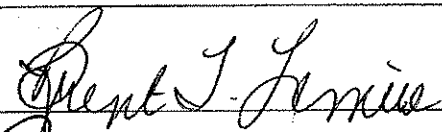
In Witness Whereof, this Renewal Franchise is hereby issued by the Board of Selectmen of the Town of Litchfield, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Connecticut/Georgia/Massachusetts/NewHampshire/NewYork/North Carolina/Virginia/ Vermont, LLC.

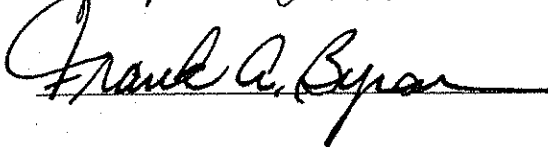
THE TOWN OF LITCHFIELD

By: Board of Selectmen








 11/14/11

Comcast of Connecticut/Georgia/Massachusetts/NewHampshire/
NewYork/North Carolina/Virginia/Vermont, LLC.


By: Stephen Hackley, Senior Vice President
Greater Boston Region
Northeast Division