

Final

CABLE TELEVISION FRANCHISE RENEWAL AGREEMENT
BETWEEN
THE TOWN OF SALEM, NEW HAMPSHIRE
AND
COMCAST OF MAINE/NEW HAMPSHIRE, INC.

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**CABLE TELEVISION FRANCHISE RENEWAL AGREEMENT
BETWEEN THE TOWN OF SALEM, NEW HAMPSHIRE
AND
COMCAST OF MAINE/NEW HAMPSHIRE, INC.**

WHEREAS, Comcast of Maine/New Hampshire, Inc., (hereinafter "Comcast" or "Franchisee") is the duly authorized holder of a Franchise to operate a cable system in the Town of Salem (hereinafter "Town"), said Franchise having originally commenced on 2 May 1977; and

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

WHEREAS, the Board of Selectmen, as the Franchising Authority, finds that the renewal of Comcast's Franchise is appropriate in light of its past performance, compliance with the terms of its existing Franchise, and based on the Board of Selectmen's finding that the terms contained in Comcast's Franchise Renewal meet the future cable-related needs of the Town of Salem; and

WHEREAS, the Board of Selectmen has determined that such a Franchise can contribute significantly to the cable-related needs and interests of the Town and its residents and institutions;

NOW THEREFORE, after due and full consideration, the Board of Selectmen and Comcast agree that this Franchise is issued upon the following terms and conditions:

ARTICLE I

DEFINITIONS

SECTION 1.1 - DEFINITIONS

The following terms used in this Franchise shall have the following meanings; however, any term not included in the following definitions which is otherwise defined in FCC rules and/or regulations, or by federal law as of the Effective Date of this Franchise Renewal, shall be incorporated herein by reference:

(a) Access Channel: The use of one or more video channel(s) owned by the Franchisee and made available to the Town of Salem without charge, for the purpose of transmitting community public, governmental and educational Access Programming to Subscribers.

(b) Access Programming or PEG Access Programming: (i) "Educational": Non-commercial programming produced by the Town of Salem Public Schools, or other educational organizations as designated by the Franchising Authority and other non-commercial educational programming offered by them which is not ordinarily offered by operators of cable systems; (ii) "Governmental": Non-commercial programming produced by Town of Salem departments or agencies and other non-commercial programming offered by them or a duly authorized designee which is not ordinarily offered by operators of cable systems; (iii) "Public": non-commercial programming produced by the Town of Salem, or produced by an access corporation or non-profit corporation operating within the Town of Salem and other non-commercial programming not ordinarily offered by operators of cable systems.

(c) Affiliate or Affiliated Person: A Person that owns or controls, is owned or controlled by, or is under common ownership or control with, another Person.

(d) Basic Broadcast Service: That service tier which includes at a minimum the retransmission of local television broadcast signals and Access Channels in accordance with the Cable Act.

(e) Cable Act: Title VI of the Communications Act of 1934, 47 U.S.C. 521 et seq. as amended from time to time.

(f) Cable Service: The one-way transmission to Subscribers of (i) video Programming, or (ii) other Programming service, and Subscriber interaction, if any, which is required for the selection of such video Programming or other Programming service.

(g) Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include:

1. A facility that serves only to retransmit the television signals of one or more television broadcast stations;
2. A facility that serves Subscribers without using any public right-of-way;
3. A facility of a common carrier which is subject, in whole or in part, to the provisions of title II of the Communications Act of 1934, as amended, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on demand services;
4. An open video system that complies with Section 653 of the Cable Act; or
5. Any facilities of any electric utility used solely for operating its electric utility systems.

(h) Drop: The coaxial cable that connects a home or building to the Cable System.

(i) Effective Date: June 1, 2005.

(j) FCC: Federal Communications Commission, or successor governmental entity thereto.

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

(l) Franchise or Franchise Agreement: The Franchise granted herein and any amendments thereof.

(m) Franchise Authority or Franchising Authority: The Board of Selectmen of the Town of Salem, New Hampshire, or its duly authorized designee per Section 9.6, in accordance with applicable federal and state law.

(n) Franchise Fee: The payments to be made to the Franchise Authority or other governmental entity which shall have the meaning set forth in Section 622 (g) of the Cable Act.

(o) Gross Annual Revenues: Revenue received by the Franchisee that is derived from the operation of the Cable System within the Town for the provision of Cable Services. Gross Annual Revenues shall include, without limitation, all Subscriber Cable Service monthly fees, installation and reconnection fees, monthly pay and pay-per-view services, Cable Service equipment rental, if any; all other Cable Service fees; downgrade, upgrade and any similar fees; advertising revenues; and any fees paid for channels designated for commercial use. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, 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 not include bad debt expense. Gross Annual Revenues shall not include any fees on franchise fees.

(p) Leased Channel or Leased Access: A video channel designated for leased access services, which the Franchisee shall make available pursuant to Section 612 of the Cable Act.

(q) Outlet: An interior or exterior receptacle that connects a television set to the Cable System.

(r) Person: Any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

(s) Private Roads: Private rights of way or non-public roadways not classified as highways by Chapter 231 of the Revised Statutes Annotated of New Hampshire which provide access to two or more free-standing, non-connected residential buildings as residential buildings.

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

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

(v) Subscriber: Any Person, firm, company, municipality, corporation or other entity lawfully receiving Cable Services from the Franchisee.

(w) Town: The Town of Salem, New Hampshire.

(x) Upstream Link: A dedicated fiber or coaxial cable connection transporting video signals from originating points to a head-end or sub-headend.

ARTICLE 2

GRANT OF FRANCHISE

SECTION 2.1 - GRANT OF FRANCHISE

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

(b) The Franchise is granted under and in compliance with and subject to the Cable Act and New Hampshire RSA Chapter 53-C, and in compliance with all rules and regulations of the FCC and all other applicable rules and regulations in force and effect during the period for which this Franchise Agreement is granted. The Town specifically reserves all authority granted it under RSA 231:160 et. seq. to manage, regulate and control the public right-of-way, as such authority relates to the provisions of telecommunications services, provided that the exercise of such authority does not conflict with the rights granted herein or with the rights of the Franchisee under federal and state law.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, operate and maintain the Cable System, which may include poles, wires, optical fibers, amplifiers and other property and equipment as are necessary in the Public Ways and other public places and property under the jurisdiction of the Town, including other property over which the Town has a sufficient compatible easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data or other signals in accordance with the laws of the United States of America and the State of New Hampshire.

SECTION 2.2 - DURATION OF FRANCHISE

The term of this non-exclusive Franchise shall be for a period of seven (7) years commencing on June 1, 2005 and shall terminate at midnight on May 31, 2012. The term of this Franchise is subject to all provisions of New Hampshire law and applicable federal law, as such laws may be from time to time amended.

SECTION 2.3 - RENEWAL OF FRANCHISE

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

SECTION 2.4 - FRANCHISE FEE

(a) The Franchisee shall pay to the Town a Franchise Fee in an amount not to exceed four percent (4%) of the Franchisee's Gross Annual Revenues; such 4% Franchise Fee shall go into effect on January 1, 2006.

For the period from the Effective Date until December 31, 2005, the Franchise Fee shall be three percent (3%) of the Franchisee's Gross Annual Revenues as calculated and collected in accordance with the prior franchise agreement. The Franchise Fee payment shall be made annually within sixty (60) days after the end of the Franchisee's fiscal year; provided that the first check payable for fiscal year 2005 shall include all amounts collected in 2005, including any amounts collected during 2005 prior to the Effective Date. Franchisee agrees to advance Twenty Thousand Dollars (\$20,000.00) of the 2006 Franchise Fee payment to be paid to the Franchising Authority no later than sixty (60) days after the Effective Date. The Twenty Thousand Dollars (\$20,000.00) shall be deducted from the annual Franchise Fee payment for fiscal year 2006. The Franchise Fee payments for 2005 and 2006 are shown in **Exhibit A**.

Should the Franchisee change its fiscal year, it shall notify the Franchise Authority in writing of such change ninety (90) days prior to the effective date of such change and the payment schedule stated above shall be adjusted accordingly. Each payment shall be accompanied by the statement provided in **Exhibit B** certifying the factual basis for payment, including a break-down by category and source of

Franchisee's Gross Annual Revenues upon which such payment is based. The Franchise Authority may designate one or more particular Franchise Authority accounts or funds, including any non-capital reserve fund duly established, to which the Franchisee shall direct Franchise Fees due hereunder.

(b) Up to two (2) times during the term of this Franchise, beginning on or after the first anniversary of the Effective Date, the Franchising Authority may, upon one hundred twenty (120) days written notice to the Franchisee, increase the Franchise Fee in one-quarter percent (0.25%) increments, from four percent (4%) of Gross Annual Revenues up to four and one-half percent (4.50%) of Gross Annual Revenues in accordance with the following terms:

- (i) In any twelve (12)-month period, the Franchising Authority may submit only one (1) request to increase the Franchise Fee; and
- (ii) The amount of the increase may not exceed one-quarter percent (0.25%) of Franchisee's Gross Annual Revenues, for a total increase of no more than one-half of one percent (0.50%).

(c) The Franchisee shall not be liable for a total Franchise Fee pursuant to this Franchise Agreement and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that such five percent (5%) Franchise Fee described in (a) above shall not include the following: (i) capital costs incurred by the Franchisee pursuant to Section 6.1; (ii) any interest due herein to the Franchise Authority because of late payments; (iii) any charge incidental to the awarding or enforcing or renewal of the Franchise Agreement including payments for bonds, insurance and liquidated damages; or (iv) any other exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(d) At any time during the life of this Franchise, the Franchise Authority may, as needed to verify the information provided hereunder, upon reasonable belief and after notice and an opportunity by the Franchisee to be heard, inspect and subject to independent audit, at the Franchise Authority's expense, the financial records and books of Franchisee insofar as they apply to the calculation of Gross Annual Revenues and Franchise Fees paid to the Franchise Authority; provided, however, that if the Franchise Authority has a reasonable belief or reasonably should have such a belief of

a need to verify information, it must exercise its right to inspect and audit within one (1) year of such event.

(e) No acceptance of any payment shall be construed as an accord that the payment is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of (i) any claim the Franchise Authority may have for further or additional sums payable under provisions of this Franchise or (ii) any other claim whatsoever; provided, however, that if at the time of acceptance the Franchise Authority knows or reasonably should have known that a payment is incorrect, it must challenge such payment within one (1) year of acceptance.

(f) The Franchise Authority agrees to protect any proprietary information supplied to it in accordance with Section 9.8.

SECTION 2.5 - TRANSFER OR ASSIGNMENT

Neither the Franchisee nor any other Person may Transfer this Franchise or Control thereof without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No such 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 this Franchise in order to secure indebtedness, or (ii) a Transfer to an entity owned and/or Controlled by the principal parents of Franchisee, a parent corporation, a subsidiary or Affiliate corporation of a parent company or subsidiary or Affiliate corporation of Franchisee. Within thirty (30) days of receiving a request for Transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Franchisee's request for Transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given. As used in this Section 2.5, "Control" means the ability to direct the policies and management of the Franchisee. As used in this Section 2.5, "Transfer" means the disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise of the ownership or control of the Cable System or the Renewal Franchise granted herein to a Person.

SECTION 2.6 – EFFECT OF UNAUTHORIZED ACTION

The taking of any action in violation of Section 2.5 shall be null and void and shall be deemed a material breach of this Franchise, and the provisions of Section 8.6 shall apply.

SECTION 2.7 – NO WAIVER OF RIGHTS

(a) The consent or approval of the Franchising Authority to any Transfer of the Franchise shall not constitute a waiver or release of the rights of the Town in and to the Public Ways or any other rights of the Town under this Franchise, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Franchise.

(b) 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 2.8 – NON-EXCLUSIVITY AND EQUAL PROTECTION PROVISION [See RSA 53-C:3-b]

(a) The right to use and occupy the Public Ways and public places shall not be exclusive, provided that pursuant to RSA Chapter 53-C and consistent with federal law, the Franchising Authority shall not grant any additional Franchises for Cable Service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing Franchise within such municipality.

(b) In the event that the Franchisee believes that any additional cable television franchise(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Franchise, the Franchisee may request, in writing, that the Franchising Authority convene a hearing. Along with said written

request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At said hearing, the Franchisee shall have an opportunity to demonstrate that any such additional cable television franchise(s) are on terms more favorable or less burdensome than those contained in this Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(c) Should the Franchisee demonstrate that any such additional cable television franchise(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Franchise, the Franchising Authority shall consider and negotiate, in good faith, equitable amendments to this Franchise within reasonable time.

(d) The issuance of additional franchise(s) shall be subject to applicable federal law(s), and RSA §53-C:3-b and applicable regulations promulgated thereunder.

SECTION 2.9 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to RSA 231:161, permission is hereby granted to the Franchisee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on Public Ways, provided the Franchisee secures permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. Franchisee may erect its own poles and install its own conduit, with approval of the location of such installation by the Town, pursuant to law, which approval shall not be unreasonably withheld. The Franchising Authority grants Franchisee equal standing with the power and telephone utilities in the matter of placement of facilities on Public Ways. All poles and conduit installed within the Service Area, as defined herein at Section 3.1, shall be made available for attachment or use by Franchisee.

SECTION 2.10 - POLICE AND REGULATORY POWERS

Franchisee's rights are subject to the powers of the Town to adopt and enforce general ordinances necessary for the safety and welfare of the public, provided that such ordinances are of general applicability and not specific to the Cable System, the

Franchisee, or this Franchise including ordinances and regulations pertaining to management, control and regulation of public rights-of-way but only to the extent authorized or allowed by state law and federal law, and to the extent such exercise does not conflict with the exercise by Franchisee of the rights granted hereunder. Any conflict between the terms of this Renewal Franchise and any present or future exercise of the Issuing Authority's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - SERVICE AREA; LINE EXTENSIONS

(a) Service Area: Subject to Section 3.1(c) below, the Franchisee shall, upon request, make Cable Service available to residents in dwelling units on Public Ways and Private Roads.

(b) In the case of new construction or property development where utilities are to be placed aerially or underground, the developer or property owner shall give Franchisee reasonable notice of not less than forty-five (45) days prior to such construction or development, and, if applicable, of the particular date on which open trenching will be available for Franchisee's installation of conduit, pedestals and/or vaults, and materials to be provided at Franchisee's expense, or as otherwise agreed by the parties. Franchisee shall also provide specifications as needed for trenching. Cost of trenching and easements required to bring service to the development shall be borne by the developer or property owner. Service shall be made available to newly constructed areas within five (5) months, taking into account and subject to permitting requirements, weather, force majeure, performance of make ready, availability of construction crews and materials, and the ability to obtain all necessary easements at no cost to the Franchisee.

(c) Franchisee shall use commercially reasonable efforts to extend its Cable System and the availability of Cable Service to all residential dwelling units in the Town. It shall not be considered commercially reasonable to extend the Cable System to areas with density of less than (i) twenty-five (25) homes per mile for aerial or new underground developments constructed as described in Section 3.1(b) or (ii) forty-five (45) homes per underground mile for underground areas in existence on the Effective Date. In constructing, reconstructing, repairing or updating the Cable System, the Franchisee shall follow present and future pole placements in the Town.

SECTION 3.2 - SUBSCRIBER CONNECTION

Installation costs shall conform with the Cable Act, and regulations thereunder. Installation costs shall conform with the Cable Act and regulations thereunder, as may be amended. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the cable plant shall be entitled to a standard installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred fifty feet (150 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws. For underground installations more than one hundred fifty feet (150 ft.), not involving a hard surface, the first one hundred fifty (150 ft.) shall be at the standard installation rate.

SECTION 3.3 - CABLE SYSTEM

(a) The Franchisee commits to maintaining a minimum 750MHz Cable System capable of providing a minimum of 90 channels of programming.

(b) The Cable System shall be designed and constructed so that television station broadcast signals received by the Franchisee in stereo are transmitted in stereo to Subscribers.

(c) Notifications to customers and the Franchising Authority regarding changes in rates, Programming services or channel positions shall be made in accordance with applicable FCC regulations, currently 47 C.F.R. part 76.

SECTION 3.4 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to federal law and upon request, and at no separate additional charge, the Franchisee shall provide Subscribers with the capability to control the reception of any channels on the Cable System.

(b) The Franchise Authority acknowledges that this parental control capability may be achieved through the use of a converter and that Franchisee may charge Subscriber for use of a converter.

SECTION 3.5 - EMERGENCY OVERRIDE

The Cable System shall comply with the FCC Emergency Alert System regulations.

SECTION 3.6 - DELIVERY OF SIGNALS

The Franchisee will abide by the applicable provisions of the Consumer Electronics Equipment Compatibility provision of federal law (currently 47 U.S.C. §544a).

SECTION 3.7 - LEASED ACCESS CHANNELS

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

SECTION 3.8 - GOVERNMENTAL CABLE DROPS TO CABLE SYSTEM

The Franchisee shall provide, as directed in writing by the Franchising Authority, (i) one cable drop connected to the Cable System within the standard installation requirements of Section 3.2, (ii) one Outlet, and (iii) the Basic Broadcast Service to all municipal and school buildings which are listed in **Exhibit C** hereto. The obligation of Franchisee to provide drops, Outlets and Basic Broadcast Service shall pertain throughout the life of this Franchise and shall apply specifically to municipal and school buildings newly constructed or acquired subsequent to the commencement of this Franchise, which shall be wired within six (6) months of delivery of a written request from the Franchising Authority to Franchisee. The Franchising Authority or its designee shall consult with the appropriate individuals to determine the appropriate location of each Drop and Outlet prior to the installation of the free service.

ARTICLE 4

TECHNICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

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

(b) The construction, maintenance and operation of the equipment, cable and wires of the Cable System for which this Franchise is granted shall be done in conformance with OSHA, the National Electrical Safety Code, rules and regulations of the FCC and applicable state and local laws and ordinances.

(c) Operations and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operations and maintenance personnel can be corrected before they become a hazard. The Franchisee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town.

(d) All structures and all lines, equipment and connections in the Public Ways and Private Roads and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

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

Cable Systems. Upon written request by the Franchising Authority or its designee, Franchisee shall provide proof of compliance with FCC signal requirements.

(f) The Town reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the Franchise, and the Town through its code enforcement office. The Franchising Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Franchisee in the Town at reasonable times and under reasonable circumstances. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Franchisee. The Franchisee shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the Town.

(g) All lines, cables and distribution structures and equipment, including poles and towers, erected by Franchisee within the Town shall be located so as not to obstruct or interfere with the proper use of the Public Ways, as defined herein, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the Franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said Public Ways, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, and distribution structures, and equipment and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems.

(h) Upon written notice from the Town, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within sixty (60) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Town when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

(a) Franchisee shall adhere to a preventive maintenance policy at or above the performance standard set by the FCC. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments, installation or other maintenance activities, Franchisee shall do so at such time as will cause the least inconvenience to Subscribers. 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 System, only during periods of minimum use.

(b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Ways or Private Roads, the same shall be replaced and the surface restored in as reasonably good a condition as before entry as soon as practicable. Such restoration shall be made within thirty (30) days, weather permitting or due to events beyond the reasonable control of Franchisee, after Franchisee's receipt of written notification from the property owner so damaged unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) In addition, upon the failure, refusal or neglect of Franchisee to cause any work or other act required by law or by this Franchise to be properly completed in any Public Way within any time prescribed, the Franchising Authority may cause such work or other act to be performed or completed in whole or in part, and prior to so doing shall submit to Franchisee in advance an itemized estimate of the cost thereof. Franchisee shall, within thirty (30) days after receipt of a statement of the actual cost incurred, pay to the Franchising Authority the entire amount thereof. The Franchising Authority, at its option, and in its sole discretion, may draw upon the bond described herein to recover any cost incurred pursuant to this section, should Franchisee fail to pay such costs within sixty (60) days of receipt of the statement of those costs.

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

SECTION 4.3 - CABLE LOCATION

(a) In all areas of Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. Vaults and pedestals shall be suitably restored to a similar condition prior to underground work.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Franchise such utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs of relocating utility poles or trenching for the placement of underground conduits shall be proportionally shared or reimbursed, if applicable, by all affected companies, as provided by law.

(c) Nothing in this Section 4.3 shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

(d) The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Town, or other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works or public improvements, and should the Cable System in any way interfere with the construction, maintenance or repair of such public works or improvements, Franchisee shall, at its

own expense, protect or relocate its system or part thereof, as directed by Town or other authority having jurisdiction, provided, however that this authority applies to all persons or entities owning lines, cables, and distribution structures, and equipment and provided, further, that the Franchisee shall not be required to remove or relocate any such construction solely to accommodate needs of a competing Cable Systems.

SECTION 4.4 - TREE TRIMMING

The Franchisee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and Public Ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Franchisee, in accordance with applicable state law and any Town ordinances and regulations. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads.

SECTION 4.5 - STRAND MAPS

Within sixty (60) days from a request in writing from the Franchise Authority, the Franchisee shall make available for review by the Franchise Authority a complete set of strand maps of the Service Area, and on which will show the Franchisee's cable in those areas in which its facilities exist and the location of all streets, subject to the provisions of Section 9.8. Upon thirty (30) days written request by the Franchise Authority, Franchisee shall make available for review updated maps, at a mutually agreed upon location.

SECTION 4.6 - BUILDING MOVES

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

SECTION 4.7 - EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the headend for a minimum of four (4) hours upon failure of the power furnished by the electric utility company unless for reasons of force majeure.

SECTION 4.8 - RESIDENTIAL EXTERIOR WIRING

Franchisee shall adhere to Subscriber's reasonable request for location of entry and shall in other respects observe standard specifications for Drop connections into the residence. Each Drop shall be grounded at each Subscriber's residence at the time of initial installation of Cable Service or during the next scheduled in-house servicing that is performed.

ARTICLE 5

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 5.1 - PAYMENT CENTER

Franchisee shall continue its agreement with a business in the Town to serve as a payment center. In the event that the current agreement with the payment center is terminated, Franchisee shall make a good faith effort to enter into a contract with another business located within the Town for the purpose of serving as a payment center.

SECTION 5.2 - INSTALLATION VISITS - SERVICE CALLS- RESPONSE TIME

(a) The Franchisee shall respond to all request for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed upon by the Franchisee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, and a narrow interval, if possible within the morning and afternoon time frame, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 am to 5:00 pm weekdays). If Franchisee does not make the service call within the designated time frame, it shall be considered a missed visit absent obtaining the Subscriber's permission to reschedule.

(b) The Franchisee shall be responsible for picking up and changing out converters at a Subscriber's request at no additional charge, where such change out is initiated by the Franchisee's expansion of Channel capacity for no more than one (1) month following any such change. Subscribers may also bring converters to office locations identified by the Franchisee in notifications to Subscribers (such as a bill message) for drop off or exchange themselves.

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

(d) The Franchisee shall ensure that there are stand by technicians on call at all times after normal business hours. The answering service shall be required to notify the stand by technician(s) of (i) any emergency situations or (ii) an outage as described in Section 5.2(e) below.

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

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

SECTION 5.3 - FCC CUSTOMER SERVICE OBLIGATIONS

The Franchisee shall comply with the FCC's Customer Service Obligations, required by Federal Law and currently codified at 47 CFR. § 76.309, as may be amended from time to time, which standards are attached hereto as **Exhibit D** and made a part hereof.

SECTION 5.4 - COMPLAINT RESOLUTION PROCEDURES

(a) The Franchisee shall establish a procedure for resolution of complaints by Subscribers. Franchisee shall notify Subscribers of its procedures in accordance with federal law.

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

(i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10) business days after receiving such request, send a written report to the

Franchising Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.

- (ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Franchising Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Franchise and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

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

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

SECTION 5.5 - REMOTE CONTROL DEVICES

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

SECTION 5.6 - EMPLOYEE IDENTIFICATION CARDS

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

SECTION 5.7 - PROTECTION OF SUBSCRIBER PRIVACY

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

(b) The Franchisee shall comply with all privacy provisions contained in this Article 5 and all other applicable Federal and State laws including, but not limited to, the provisions in Section 551 of the Cable Act attached as **Exhibit E**.

(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.

SECTION 5.8 - PRIVACY STANDARDS REVIEW

The Franchising Authority and the Franchisee shall periodically review this Article 5 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Franchising Authority and the Franchisee.

SECTION 5.9 – DESIGNATION OF FRANCHISING AUTHORITY ON BILLINGS

If the Franchisee is required by law to designate the Franchising Authority as the contact on any bill or other material distributed to Subscribers by the Franchisee, the

Franchisee shall designate the Franchising Authority as the contact for Cable Services only, provided that such designation shall not restrict the Franchisee's ability to provide a single bill to Subscribers for Cable Services and other services offered by Franchisee.

ARTICLE 6

ACCESS PROGRAMMING

SECTION 6.1 - VIDEO ORIGATION

(a) As of the Effective Date, the existing origination locations for Access Programming are at Salem Town Hall, 33 Geremonty Drive, and the High School, 44 Geremonty Drive, Salem.

(b) Upon written request of the Franchising Authority, the Franchisee shall construct and install a one-way video and audio transmission only link from one (1) additional origination location for the purpose of transmitting and inserting PEG Access Programming onto the PEG Access Channels, based upon the following:

- (i) The Franchising Authority shall provide the Franchisee written notice of the additional origination location, including the address, a building contact person and phone number;
- (ii) The Franchisee shall conduct a survey for the construction of the video link and, if required, send out the invoice provided for in (iii) below within one hundred fifty (150) days from the date of receipt of the notice in (i) above;
- (iii) If the cost of construction determined in (ii) above exceeds Ten Thousand Dollars (\$10,000), any such excess amount shall be paid by the Franchising Authority or its designee prior to construction and within one hundred twenty (120) days of receipt of an invoice from Franchisee; and
- (iv) The Franchisee shall complete construction no later than six (6) months following the earlier of (A) the date the survey is completed if the project is less than Ten Thousand Dollars (\$10,000) and (B) receipt of payment from the Franchising Authority if such project exceeds Ten Thousand Dollars (\$10,000).

SECTION 6.2 - PEG ACCESS CHANNELS

(a) Franchisee shall provide three (3) Access Channels. Two (2) Access Channels shall be available on the Effective Date and the third shall be made available no later than ninety (90) days after the Effective Date. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.

(b) The PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Franchising Authority and/or PEG Access Users.

(c) The Franchisee shall not move or otherwise relocate the Channel location(s) of the PEG Access Channel(s), once established, without the advance, written notice to the Franchising Authority; such notice shall be at least thirty (30) days.

(d) In the event that the Franchisee does relocate a PEG Access Channel, the Franchisee shall provide marketing assistance to the Franchising Authority and related documented costs resulting from such relocation, up to a maximum of One Thousand Dollars (\$1,000), which shall include any costs resulting from said relocation, such as new stationery, new logos, etc. The Franchisee shall use every reasonable effort, in good faith, to minimize any PEG Access Channel(s) relocations.

(e) The Franchisee shall maintain the PEG Access Channel(s), and shall monitor the PEG Access Channel(s) for technical signal quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial Channels pursuant to FCC technical standards. The Franchising Authority shall be responsible for the picture quality of all PEG Access Programming at the demarcation point which shall be the input of the modulator. To provide for adequate picture quality, the Franchise Authority's video signal shall meet NTSC standards and/or the minimum operating input parameters of the modulators. The Franchisee shall be responsible for the modulators; however, the cost of replacement or repair of the modulators shall be borne by the Franchising Authority or its designee.

SECTION 6.3 - CENSORSHIP

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

SECTION 6.4 – ACCESS CABLECASTING AND PICTURE QUALITY

(a) In order that PEG Access Programming can be cablecast over the PEG Access Channel(s), all PEG Access Programming shall be modulated, then transmitted from the origination locations specified in Section 6.1 to the headend or hub on a dedicated Upstream Link made available, without charge, to the Town for its use. At the headend, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Channels.

(b) The Franchisee shall provide and maintain the Upstream Links specified in Section 6.1 for composite video and audio transmission only. Franchisee reserves the right to pass all its costs associated with the Upstream Links through to its Subscribers in accordance with law. (c) Unless otherwise provided herein, the Town and its designated users shall be solely responsible for any and all interface equipment including but not limited to, video production equipment. Franchisee shall be responsible for all equipment necessary to make interaction possible with the Cable System.

(d) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is automatically switched to the appropriate PEG Access Channel(s) in an efficient and timely manner. The Franchisee shall not charge the Franchise Authority for such switching responsibility. The Franchisee and the Franchise Authority shall negotiate, in good faith, any difficulties that arise regarding cablecasting of PEG Access Programming. The Franchisee shall provide and maintain all necessary switching and/or processing equipment located in its headend facility in order to switch upstream signals from the Town to the designated downstream Access Channel. Nothing herein shall require the Franchisee to provide any other switching equipment or any other end user equipment. The Franchising Authority or its designee shall be

responsible for any manual switching necessary to cablecast PEG Access Programming from any location specified in Section 6.1.

ARTICLE 7

PRICES AND CHARGES

SECTION 7.1 - PRICES AND CHARGES

(a) A price schedule for service and installation in effect on the date of execution of this Franchise Agreement is attached hereto as **Exhibit F**. Any changes in price for Cable Service, equipment and installation will be in conformance with applicable law.

(b) The Franchising Authority shall have the right, to the extent granted under state law, the Cable Act and FCC regulations, to regulate rates, equipment, installation and service charges to Subscribers.

(c) The Franchising Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of PEG Access and other franchise requirements may be passed through to Subscribers in accordance with federal law.

(d) The Franchisee may require a deposit or refuse service to any applicant for a bona fide credit reason, which relates to the applicant's overdue or delinquent account with the Franchisee. The Franchisee may levy collection charges, not including reasonable late fees consistent with the prevailing law of New Hampshire. The Franchisee may require that the account of any Subscriber requesting work be current before such work is performed.

ARTICLE 8

REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify and hold the Town harmless at all times during the term of this Franchise Agreement from any and all claims for injury and damage to Persons or property, both real and personal, caused by the installation, operation or maintenance of its Cable System. Upon receipt of notice of any such claim in writing from the Franchising Authority, which notice shall be given within ten (10) business days of receipt of a claim or action pursuant to this section, the Franchisee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Franchisee, its employees and/or agents in the installation, operation or maintenance of its Cable System. The Franchisee shall not be responsible for any claims of damage caused by the negligence of the Franchising Authority, the Town, its officials, boards, commissions, committees, agents and/or employees.

SECTION 8.2 - INSURANCE

(a) The Franchisee shall carry insurance with the Town as a listed insured with an insurance company satisfactory to the Franchising Authority protecting the Franchisee and listing the Town as an additional insured from and against any and all claims for injury or damage to Persons or property, both real and personal, caused by construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be no less than Five Million Dollars (\$5,000,000).

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000).

(c) Worker's Compensation, including liability benefits and any other legally required employee benefits, shall be supplied in statutory amounts.

(d) All insurance coverage, including Worker's Compensation, shall be maintained throughout the period of this Franchise Agreement. All expenses incurred for said insurance shall be at the sole expense of the Franchisee.

(e) No later than sixty (60) days after the execution of this Franchise, Franchisee shall furnish to the Town certificates of insurance.

(f) All such Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded by the policies will not be canceled until at least thirty (30) days' prior notice has been given to Town.

SECTION 8.3 - ANNUAL REPORTING BY FRANCHISEE

The Franchising Authority may make a written request, no more frequently than annually, for an annual report to include at a minimum the information described in **Exhibit G**. Within sixty (60) days of such request, the Franchisee shall report to the Franchising Authority, in substantially the form attached hereto as **Exhibit G**.

SECTION 8.4 - PERFORMANCE BOND

(a) The Franchisee shall maintain throughout the duration of the Franchise Agreement a performance bond running to the Town in the amount of Twenty-five Thousand Dollars (\$25,000) with a company surety satisfactory to the Franchise Authority to guarantee the following terms:

- (i) compliance with the material provisions of this Franchise Agreement; and
- (ii) satisfactory restoration of pavements, sidewalks, Public Ways and other improvements in accordance with this Franchise Agreement.

(b) The Franchise Authority may draw upon this bond for the purpose of curing any deficiency or breach by Franchisee of the terms stated in this Section 8.4, subject to notice and opportunity to cure provisions contained in Section 8.5. This right to draw upon this bond shall not in any way impede or impair the right of the Franchisee to appeal the basis for such action.

(c) Up to the total amount of the bond shall be forfeited in favor of the Town in the event:

- (i) Franchisee abandons the Cable System or any part thereof at any time during the term of the Franchise; or
- (ii) Franchisee fails to purchase and maintain insurance as required by this Agreement; or
- (iii) Franchisee fails to perform its material obligations under this Agreement or in any way violates the material terms of this Agreement.

(d) Nothing herein shall be deemed to permit the Franchise Authority to collect more than the sums that it is due. The Franchise Authority may not recover these sums from multiple parties.

SECTION 8.5 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by force majeure and prior to instituting any action against the Franchisee under Section 8.4 (Performance Bond) or Section 8.6 (Revocation), 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 sixty (60) days from the receipt of such notice to:

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such sixty (60) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

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

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

SECTION 8.6 - REVOCATION OF FRANCHISE; DEFAULT

The Franchise issued hereunder may, after due notice and hearing as provided in Section 8.5, be revoked by the Franchising Authority for any of the following reasons:

(a) For failure to comply with any of the material terms and conditions of the Franchise;

(b) For any transfer or assignment of the Franchise Agreement or control thereof without consent of the Franchising Authority as described in Section 2.5;

(c) For failure to maintain a performance bond as described in Section 8.4 or to maintain insurance as described in Section 8.2.

SECTION 8.7 - REMOVAL OF SYSTEM

Upon termination of the Franchise Agreement or of any renewal hereof, by passage of time or otherwise, and unless the ownership of the Cable System has been transferred to another Person pursuant the terms of this Franchise and applicable law, the Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the Public Ways along which they are installed and shall restore the areas to as good condition as before entry. If such removal is not completed within six (6) months of such termination, the Franchising Authority may deem any property not removed as having been abandoned, and remove or cause to be removed any components of the Cable System and restore such areas.

SECTION 8.8 - INCORPORATION BY REFERENCE

All currently and hereafter applicable conditions and requirements of federal and state law and the rules and regulations of the FCC, as they may be amended from time to time, are incorporated herein by reference and shall control the interpretation and performance of this Franchise to the extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

SECTION 8.9 – PUBLIC HEARING

Upon request by the Franchising Authority, with thirty (30) days' prior written notice, the Franchisee shall attend a public hearing to provide or receive information regarding Cable Services being provided pursuant to this Franchise Agreement. If Franchisee is unable to attend a particular hearing, it shall promptly notify the Franchising Authority either by phone or in writing, explaining in reasonable detail the reason(s) why a representative is unable to attend and shall propose an alternate date within twenty-one (21) days.

ARTICLE 9

MISCELLANEOUS

SECTION 9.1 - SEVERABILITY

If any section, paragraph, term or provision of this Franchise Agreement 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 any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Franchise Agreement or any renewal or renewals hereof.

SECTION 9.2 - FORCE MAJEURE

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

SECTION 9.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the Attn: Board of Selectmen.

Town of Salem, 33 Geremonty Drive, Salem, New Hampshire 03079, or such other address as the Franchise 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 the following address or such other address as the Franchisee may specify in writing to the Franchising Authority:

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

with copies to:

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

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

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

SECTION 9.4 - AMENDMENT OR MODIFICATION

This Franchise shall not be amended or modified except by written agreement following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

SECTION 9.5 - ANNUAL PERFORMANCE REVIEW

(a) The Franchising Authority may hold a performance evaluation hearing within thirty (30) days of each anniversary of the Effective Date of this Renewal Franchise. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Franchisee's compliance with the terms and conditions of this Renewal Franchise.

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

(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 Franchisee's compliance with this Renewal Franchise and send one (1) copy to the Franchisee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of any of the material terms and conditions of this Renewal Franchise, the Franchisee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, in accordance with Section 8.5.

SECTION 9.6 - DELEGATION

The Franchise Authority may delegate to any Town official, employee, agency or commission the authority to exercise any of Town's rights hereunder which may lawfully be so delegated. The Franchisee shall receive written notice within thirty (30) days regarding any such delegation.

SECTION 9.7 - FINAL AGREEMENT

The Agreement stated herein, in writing, constitutes the final and entire agreement between the parties.

SECTION 9.8 - PROPRIETARY AND CONFIDENTIAL INFORMATION

If the Franchisee reasonably believes that any documentation to be provided to the Franchising Authority in accordance with the provisions of this Franchise Agreement contains proprietary or confidential information, then the Franchisee shall provide the Franchising Authority with written notice thereof, and thereafter Franchisee shall submit

the information to its counsel, who shall confer with the Town's counsel for a determination of the Franchisee's claim of proprietary interest. In the event of a disagreement, the parties shall submit the matter to a court of appropriate jurisdiction.

SECTION 9.9 – COUNTERPARTS

This Agreement may be executed by the parties in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise
Renewal to be executed by their duly authorized representative this 23rd day of
May, 2005.

HEGaiZca
Witness

TOWN OF SALEM

[Signature]
Richard Gregory, Selectman
Chairman

[Signature]
Everett P. McBride, Jr., Selectman
Vice-Chairman

[Signature]
Michael J. Lyons, Selectman
Secretary of Board of Selectmen

[Signature]
Stephanie K. Micklon, Selectman

[Signature]
Ronald J. Belanger, Selectman

Accepted By:
**COMCAST OF MAINE/NEW HAMPSHIRE,
INC.**

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

EXHIBIT A
FRANCHISE FEE PAYMENT SCHEDULE

Payment #	Payment Type	Payment Amount	Date Due	Period
1	Franchise Fee Prepayment	\$20,000.00	[60 days after Effective Date]	One time payment
2	Franchise Fee FY 2005	3% GAR [GAR as defined in prior franchise for 2005 only]	3/1/06	1/1/05 through 12/031/05
3	Franchise Fee FY 2006	4% GAR [or 4.25%, if Franchising Authority exercises option to increase Franchise Fee percentage in §2.4(b)] less \$20,000 prepayment	3/1/07	1/1/06 through 12/31/06

EXHIBIT B
GROSS ANNUAL REVENUE REPORTING FORM

COMCAST
NEW ENGLAND REGION

TOWN OF SALEM

Period: [enter period of which payment is based]

Totals

Totals By Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Totals By Non Service:

Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Less Bad Debt Expense / Add Bad Debt Recovery	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue \$ [enter total]

Franchise Fee (4%) \$ [enter % of total]

Franchise Fee Due \$ [enter total due]

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

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

Authorized Comcast Representative:

Date: _____

EXHIBIT C

GOVERNMENT CABLE DROPS TO THE CABLE SYSTEM*

Walter F Haigh School, 24 School Street, Salem

Mary A Fisk Elementary School, 14 Main Street, Salem

Salem Police Department, 86958 Veterans Memorial, Suite A, Salem

Dr. L F Soule School, 173 South Policy Street, Salem

Public Works Department, 21 Cross Street, Salem

Salem Police Department, 9 Veterans Memorial Pkwy, Salem

Salem High School, 44 Geremonty Drive, Salem

Kelley Library, 234 Main Street, Salem

Salem Fire Department, North Fire Station, 113 East Broadway, Salem

Salem Fire Department, Central Fire Station, 152 Main Street, Salem

Salem Fire Department, South Fire Station, 170 Lawrence Road, Salem

William T Barron Elementary School, 55 Butler Street, Salem

Salem School District (SAU), 38 Geremonty Drive, Salem

Woodbury School, 206 Main Street, Salem

William E Lancaster School, 54 Millville Street, Salem

North Salem Elementary School, 140 Zion Hill Road, Salem

*Buildings to be served are those buildings owned or leased by the Franchising Authority for government purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

EXHIBIT D

CUSTOMER SERVICE REGULATIONS

Code of Federal Regulations 47 CFR §76.309

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

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

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

EXHIBIT E

SUBSCRIBER PRIVACY

47 U.S. Code Section 551

§ 551. Protection of subscriber privacy

Release date: 2003-08-01

(a) Notice to subscriber regarding personally identifiable information; definitions

(1) At the time of entering into an agreement to provide any cable service or other service to a subscriber and at least once a year thereafter, a cable operator shall provide notice in the form of a separate, written statement to such subscriber which clearly and conspicuously informs the subscriber of—

- (A) the nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;
- (B) the nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;
- (C) the period during which such information will be maintained by the cable operator;
- (D) the times and place at which the subscriber may have access to such information in accordance with subsection (d) of this section; and
- (E) the limitations provided by this section with respect to the collection and disclosure of information by a cable operator and the right of the subscriber under subsections (f) and (h) of this section to enforce such limitations.

In the case of subscribers who have entered into such an agreement before the effective date of this section, such notice shall be provided within 180 days of such date and at least once a year thereafter.

(2) For purposes of this section, other than subsection (h) of this section—

- (A) the term "personally identifiable information" does not include any record of aggregate data which does not identify particular persons;
- (B) the term "other service" includes any wire or radio communications service provided using any of the facilities of a cable operator that are used in the provision of cable service; and
- (C) the term "cable operator" includes, in addition to persons within the definition of cable operator in section 522 of this title, any person who
 - (i) is owned or controlled by, or under common ownership or control with, a cable operator, and
 - (ii) provides any wire or radio communications service.

(b) Collection of personally identifiable information using cable system

(1) Except as provided in paragraph (2), a cable operator shall not use the cable system to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned.

(2) A cable operator may use the cable system to collect such information in order to—

- (A) obtain information necessary to render a cable service or other service provided by the cable operator to the subscriber; or
- (B) detect unauthorized reception of cable communications.

(c) Disclosure of personally identifiable information

- (1) Except as provided in paragraph (2), a cable operator shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a person other than the subscriber or cable operator.
- (2) A cable operator may disclose such information if the disclosure is—
 - (A) necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the cable operator to the subscriber;
 - (B) subject to subsection (h) of this section, made pursuant to a court order authorizing such disclosure, if the subscriber is notified of such order by the person to whom the order is directed;
 - (C) a disclosure of the names and addresses of subscribers to any cable service or other service, if—
 - (i) the cable operator has provided the subscriber the opportunity to prohibit or limit such disclosure, and
 - (ii) the disclosure does not reveal, directly or indirectly, the—
 - (I) extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or
 - (II) the nature of any transaction made by the subscriber over the cable system of the cable operator; or
 - (D) to a government entity as authorized under chapters 119, 121, or 206 of title 18, except that such disclosure shall not include records revealing cable subscriber selection of video programming from a cable operator.

(d) Subscriber access to information

A cable subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by a cable operator. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by such cable operator. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

(e) Destruction of information

A cable operator shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection (d) of this section or pursuant to a court order.

(f) Civil action in United States district court; damages; attorney's fees and costs; nonexclusive nature of remedy

- (1) Any person aggrieved by any act of a cable operator in violation of this section may bring a civil action in a United States district court.
- (2) The court may award—
 - (A) actual damages but not less than liquidated damages computed at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher;
 - (B) punitive damages; and
 - (C) reasonable attorneys' fees and other litigation costs reasonably incurred.
- (3) The remedy provided by this section shall be in addition to any other lawful remedy available to a cable subscriber.

(g) Regulation by States or franchising authorities

Nothing in this subchapter shall be construed to prohibit any State or any franchising authority from enacting or enforcing laws consistent with this section for the protection of subscriber privacy.

(h) Disclosure of information to governmental entity pursuant to court order

Except as provided in subsection (c)(2)(D) of this section, a governmental entity may obtain personally identifiable information concerning a cable subscriber pursuant to a court order only if, in the court proceeding relevant to such court order—

- (1)** such entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case; and
- (2)** the subject of the information is afforded the opportunity to appear and contest such entity's claim.

EXHIBIT F

PRICE SCHEDULE FOR SERVICE AND INSTALLATION

Please see the following page(s).

ANALOG CHANNEL Line-Up*

2 WGBH-2 (PBS)	328 Home & Garden TV	363 Animal Planet
3 CN8	338 TNT	353 TV Land
4 WBZ-4 (CBS)	343 E! Entertainment	355 Outdoor Life Network
5 WCVB-5 (ABC)	348 USA Network	365 History Channel
6 Educational Access	353 Lifetime	367 Travel Channel
7 WKDH-7 (NBC)	373 A&E	368 GSN/
8 WUN-27 (UNI)	383 The Learning Channel	Leased Access
9 WMUR-9 (ABC)	393 Discovery Channel	393 The Golf Channel
10 New England Cable News	397 MSNBC	70 HSN
11 WENH-11 (PBS)	416 Fox News	71 QVC
12 WLY-56 (WB)	429 CNN	72 HBO
13 WFX-25 (FOX)	433 CNN Headline News	85 WYDN-48 (Daystar)
14 WSBK-38 (UPN)	443 C-SPAN	Product Information Network
15 WNBC-21 (UNI)	443 C-SPAN2	
16 WGBX-44 (PBS)	453 CNBC	
17 Government Access	473 The Weather Channel	
18 WNDS-50 (IND)	483 ESPN Classic	
19 WNEU-60 (Telemundo)	493 ESPN	
20 WMFP-62 (IND)	493 ESPN2	
21 WUTB-56 (Telefutura)	493 NESN	
22 WWDP-46 (Shop NBC)	493 Fox Sports Net	
Disney Channel	503 Bravo	
Nickelodeon	503 Food Network	
ABC Family Channel	503 Spike TV	
Court TV	503 EWTN/Inspirational	
MTV	503 Hallmark Channel	
VH-1	503 AMC	
IX	503 Cartoon Network	
TBS	503 Comedy Central	
	503 Sci-Fi Channel	

* Subject to availability.

- ☐ Basic Service ☒ Expanded Basic Service
☒ Premium

Derry, Hampstead, Plaistow, Salem & Sandown, NH 03/05

comcast

COMCAST CABLE TV

Open a whole new world with the next generation of television entertainment.

CABLE TV Prices[^]

	Basic Service	Expanded Basic Service	Standard Cable*	Franchise Related Cost**	Total Standard Cable With FRC
Derry	\$12.50	\$34.50	\$47.00	\$0.03	\$47.03
Hampstead	\$12.50	\$33.50	\$46.00	\$0.24	\$46.24
Plaistow	\$12.50	\$33.50	\$46.00	\$0.10	\$46.10
Salem	\$12.50	\$33.50	\$46.00	\$0.03	\$46.03
<small>(Including Windows Hill, North and South Shore Roads Only)</small>					
Sandown	\$12.00	\$34.00	\$46.00	\$0.08	\$46.08

* The price for Standard Cable includes Basic Service and Expanded Basic Service.

** Franchise Related Costs are costs associated with providing public, educational or government access facilities, equipment or other related costs in your community. Franchise Related Costs are applicable to all levels of service.

**Save a bundle! Get C
High-Spe
D****Comcast Bundl**

Digital Cable: • Standard Ca
• Hundreds of Movies • Digit
• Digital On-Screen Program
Programming • ON DEMAND

High-Speed Internet: • High
• No dialing up • No busy sign

Digital Phone: • Unlimited loc
calling area • Low prices on st
state long distance direct-dial
features • Local and Long Dist

Choose the Pack

Certain restrictions apply. Services subject to av

Comcast Digital Value Packages — All without purchasing a new TV or expensive equipment.

Digital Classic	Digital Plus
40+ Channels HBO Signature HBO Family HBO Zone HBO Latino HBO ON DEMAND HBO HD*** Cinemax MoreMAX ActionMAX TrillerMAX Cinemax ON DEMAND Cinemax HD*** Starz Starz Cinema Starz Comedy Starz Edge Starz in Black Starz Kids & Family Starz ON DEMAND Starz HD*** Showtime Showtime Too Showtime Showcase Showtime Extreme Showtime Beyond Showtime ON DEMAND Showtime HD*** The Movie Channel TMC Xtra The Movie Channel ON DEMAND	40+ Channels HBO Signature HBO Family HBO Zone HBO Latino HBO ON DEMAND HBO HD*** Cinemax MoreMAX ActionMAX TrillerMAX Cinemax ON DEMAND Cinemax HD*** Starz Starz Cinema Starz Comedy Starz Edge Starz in Black Starz Kids & Family Starz ON DEMAND Starz HD*** Showtime Showtime Too Showtime Showcase Showtime Extreme Showtime Beyond Showtime ON DEMAND Showtime HD*** The Movie Channel TMC Xtra The Movie Channel ON DEMAND
\$5.95**	\$10.95**

Digital Silver
40+ Channels HBO Signature HBO Family HBO Zone HBO Latino HBO ON DEMAND HBO HD*** Cinemax MoreMAX ActionMAX TrillerMAX Cinemax ON DEMAND Cinemax HD*** Starz Starz Cinema Starz Comedy Starz Edge Starz in Black Starz Kids & Family Starz ON DEMAND Starz HD*** Showtime Showtime Too Showtime Showcase Showtime Extreme Showtime Beyond Showtime ON DEMAND Showtime HD*** The Movie Channel TMC Xtra The Movie Channel ON DEMAND
\$24.95**

Digital Gold
40+ Channels HBO Signature HBO Family HBO Zone HBO Latino HBO ON DEMAND HBO HD*** Cinemax MoreMAX ActionMAX TrillerMAX Cinemax ON DEMAND Cinemax HD*** Starz Starz Cinema Starz Comedy Starz Edge Starz in Black Starz Kids & Family Starz ON DEMAND Starz HD*** Showtime Showtime Too Showtime Showcase Showtime Extreme Showtime Beyond Showtime ON DEMAND Showtime HD*** The Movie Channel TMC Xtra The Movie Channel ON DEMAND
\$34.95**

Digital Platinum
40+ Channels HBO Signature HBO Family HBO Zone HBO Latino HBO ON DEMAND HBO HD*** Cinemax MoreMAX ActionMAX TrillerMAX Cinemax ON DEMAND Cinemax HD*** Starz Starz Cinema Starz Comedy Starz Edge Starz in Black Starz Kids & Family Starz ON DEMAND Starz HD*** Showtime Showtime Too Showtime Showcase Showtime Extreme Showtime Beyond Showtime ON DEMAND Showtime HD*** The Movie Channel TMC Xtra The Movie Channel ON DEMAND
\$46.95**

All Digital Packages Include:
 On-Screen Program Guide
 ON DEMAND
 Digital PPV
 46 channels of music**

** Digital or High-Definition cable box, remote and Standard Cable not included in Digital Package pricing. These Digital Packages are the current packages offered. Packages not listed are no longer available. Certain restrictions apply. Service subject to availability.

*** Minimum service level required in order to receive this channel.

†† WGBH/WGBY Digital Broadcast channels are available as part of a Basic cable subscription. A digital cable box and remote are required.

Premium Pack Choices:

HBO Pack — Includes:
 HBO, HBO2, HBO Signature,
 HBO Family, HBO Comedy,
 HBO Zone, HBO Latino,
 HBO ON DEMAND, HBO HD***

Cinemax Pack — Includes:
 Cinemax, MoreMAX, ActionMAX,
 TrillerMAX, Cinemax ON DEMAND,
 Cinemax HD***

Starz Pack — Includes:
 Starz, Starz Cinema, Starz Comedy,
 Starz Edge, Starz in Black,
 Starz Kids & Family,
 Starz ON DEMAND, Starz HD***

Showtime Pack — Includes:
 Showtime, Showtime Too,
 Showtime Showcase, Showtime
 Extreme, Showtime Beyond, Flex,
 Showtime ON DEMAND,
 Showtime HD***

The Movie Channel Pack — Includes:
 The Movie Channel, TMC Xtra,
 The Movie Channel ON DEMAND

INSTALLATION, SERVICE & Equipment⁶**Installation Charges (one-time charge):**

Installation of cable, never had service before (primary outlet only)	\$ 48.95
Activation of cable, had service before (primary outlet only)	\$ 30.95
Installation/Activation of each additional outlet at time of initial installation	\$ 15.95
Installation/Activation of each additional outlet at any other time	\$ 23.95
Relocation of an existing cable outlet	\$ 21.95
Install Amplifier at time of initial installation	\$ 16.95
Install Amplifier at any other time	\$ 38.95
Connection of VCR/DVD at initial installation	\$ 7.95
Connection of VCR/DVD at any other time	\$ 14.95
Install A/B switch at time of initial installation	\$ 9.95
Install A/B switch at any other time	\$ 16.95

Service Charges & Transaction Fees (one-time charge):

Returned check fee	\$ 20.00
Late Fee (45 days past due)	5%
Reactivation of service to overdue account	\$ 15.00
Change of service (requiring a visit)	\$ 11.95
Administrative fee for activation, change of service or digital upgrade (via computer, not available for HD upgrades)	\$ 1.99
Digital Service or High-Definition Upgrade (requiring a visit)	\$ 16.95
Hourly Service Charge for Technician visit (1/2 hour minimum) (connection of customer equipment including all equipment not owned by Comcast such as game systems, home theaters, stereos, etc.)	\$ 32.95
Customer Trouble Call	\$ 19.95

Equipment Charges (each):

Unreturned or Damaged Equipment	Replacement Cost
A/B Switch or RF Bypass Purchase	\$ 10.00
Home Amplifier Purchase	\$ 44.50

Monthly Charges:

Basic Service Only Cable Box	\$ 1.25
Digital or Non-Digital Cable Box	\$ 4.75
High-Definition Cable Box	\$ 7.95
Remote Control	\$ 0.30
Service Protection Plan	\$ 2.30

⁶Prices do not apply to Digital Phone Service. Commercial and premium installations are priced separately. Depending on level of service or programming taken, additional charges for equipment, time and materials may apply. Prices do not include federal, state and local taxes, FCC user and franchise fees and related costs. HDTV capable cable box only available to customers with an HDTV capable television set (not provided by Comcast). Certain restrictions apply. HDTV signal subject to availability.

For more information
visit us at www.comcast.com
or call us at 1-800-COMCAST
(266-2278)

COMCAST High-Speed Internet⁷

Monthly price when purchased with Comcast Cable or Digital Phone service (4Mb)	\$ 42.95
Monthly price when purchased without Comcast Cable or Digital Phone service (4Mb)	\$ 57.95
6Mb Speed Tier ^{**}	Just \$10 More!
Modem Lease (monthly)	\$ 3.00
Self-Installation [*]	\$ 29.95
Premium Installation [*]	\$ 99.95

Comcast Wireless Home Networking^{*}**

(includes Comcast High-Speed Internet monthly service)

Connect up to 5 devices to your High-Speed Internet account. All without wires.

Monthly price when purchased with Comcast Cable or Digital Phone service (4Mb)	\$ 42.95
Monthly price when purchased without Comcast Cable or Digital Phone service (4Mb)	\$ 57.95
6Mb Speed Tier ^{**}	Just \$10 More!
Gateway Lease (monthly)	\$ 5.00
Professional Installation (up to 5 devices)	\$149.99

^{*} Self-Installation Kit includes software, splitter and necessary cabling, and requires customer self-installation. Self-Installation Kit may not be available in all areas. Customer responsible for installation of software, Ethernet device, and connection of computer to cable modem. Premium installation limited to standard installation of one computer to one data outlet. Ethernet device may be required for service and is available from Comcast for an additional fee. Custom installation charges are additional. Comcast cable modems can be purchased through Comcast or at select retail locations. Comcast's standard charges apply to the underlying bundled service and are in addition to prices shown. ^{**}Maximum speeds limited to 4.0Mbps (384Kbps upstream) or 6.0Mbps (768Kbps upstream), depending on the Comcast High-Speed service plan selected. Actual speeds may vary and are not guaranteed. Many factors affect speed. Equipment (including cable modem) is required and unless specifically included in the offer, must be rented at Comcast's regular prices or purchased at retail. May not be combined with any other discount or offer. Prices shown do not include applicable taxes and fees. Prices are subject to change. Service is subject to terms and conditions of Comcast High-Speed Internet Subscriber Agreement (and Home Networking Agreement if applicable). For restrictions, minimum requirements and details about service and prices, call 1-800-COMCAST.

^{***}Comcast Home Networking will let you connect up to 5 PCs (or devices) to the Internet at one time. Computers using a wireless connection must be within 150 feet of the gateway. Certain devices using radio frequency technology, 2.4GHz cordless phones and microwave ovens, may interfere with or disrupt Internet connections. Comcast Home Networking service is only available to Comcast High-Speed Internet customers. Please note: the File and Printer Sharing preference neither supports interconnection between Apple and Windows based computers, nor sharing between two or more Apple devices. Regular service and equipment charges apply. Equipment, including a Gateway which may be purchased from Comcast or rented at Comcast's standard prices (currently \$5 per month), required. Leased equipment must be returned to Comcast if service is canceled. Additional equipment may be required. You will have the ability to add 4 additional PCs to a total of 5 networked PCs per household. Wireless cards are required for stations/connections beyond the first computer. Wireless cards may be purchased from Comcast (see price going for pricing) or at retail. Installation charges are additional.

COMCAST Digital Phone⁸

Comcast Digital Phone is the local and long distance connection you need for a great value in home phone service. Our calling packages give you the freedom to make the calls you like all for one low monthly rate! Plus, you may also qualify for a bundle discount simply by subscribing to other Comcast services (see "Comcast Bundle Package Savings").

Comcast Connections Any Distance TM	\$48.95
Features: Call Waiting, Caller ID, Call Waiting with Caller ID, Long Distance Alert, Call Return, and unlimited local and domestic direct dialed long distance calls from home.	

Comcast Connections TM Plus ^{***}	\$26.95
Includes basic line, Value Pack ⁸ , and By The Minute Long Distance Calling Plan	

Comcast Complete TM Plus ^{***}	\$31.95
Includes basic line, Premium Pack ⁸ , and By The Minute Long Distance Calling Plan	

⁸**Value Pack:** Call Waiting, Caller ID⁸, Call Waiting with Caller ID, LD Alert, Call Return.

^{***}**Premium Pack:** Anonymous Call Rejection, Call Forwarding Selective, Call Forwarding Variable, Call Return, Call Screening, Call Waiting, Call Waiting with Caller ID, Caller ID, Repeat Dial, Speed Dial 30, Three-Way Calling.

⁸Not available in all areas. ⁸Requires Caller ID equipment. ^{***}Does not include long distance charges, a Subscriber Line Charge, a Universal Connectivity Charge, and other state and local charges that may apply. Inside wiring and outlet fees may apply. Comcast Connections Any Distance Package is only available to Comcast residential customers who select Comcast Digital Phone as their local, local toll (after long distance provider). Plan includes domestic direct-dialed calls from home and calls to Puerto Rico, Guam, the U.S. Virgin Islands and the Commonwealth of the Northern Mariana Islands. Plan does not include international calls. Certain restrictions apply. Services subject to availability. ©2005 Comcast Cable Communications, LLC. All rights reserved. Comcast is a registered trademark of Comcast Corporation or its subsidiaries.

Derry, Hampstead, Plaistow, Salem & Sandown 03/05

EXHIBIT G

FORM FOR ANNUAL REPORTS

Location and hours of Payment Centers:

Telephone Hours:

Customer Service Telephone Number:

Location of Headend (Reception Facility):

Miles of Cable Plant in Salem:

Number of Salem Subscribers:

System Reliability Percentage:

Customer Service Statistics:

Franchise Fee Paid: \$_____