

**Amendment to the Cable Television Franchise Renewal Agreement
Between the Town of Bedford, NH**

and

Comcast of Maine/New Hampshire, Inc.

At the Franchising Authorities request, the parties hereby agree to amend Section 2.2 of the franchise agreement which reads as follows;

Section 2.2---TERM OF RENEWAL FRANCHISE

The term of this Renewal Franchise shall be a ten (10) year term, commencing on December 2, 2003 and expiring at midnight on December 1, 2013, unless sooner terminated as provided herein or surrendered.

To read as:

Section 2.2---TERM OF RENEWAL FRANCHISE

The term of this Renewal Franchise shall be a fifteen (15) year term, commencing on December 2, 2003 and expiring at midnight on December 1, 2018 unless sooner terminated as provided herein or surrendered.

At the Franchising Authorities request, the parties hereby agree to amend Section 7.3 and 7.4 of the franchise agreement which reads as follows;

Section 7.3---PEG ACCESS EQUIPMENT/CAPITAL FUNDING

- (a) The Franchisee shall provide funding to the Franchising Authority and/or the Access Provider, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to be used to purchase and/or lease PEG Access equipment and related facilities, payable to the Franchising Authority as follows:
- (i) One Hundred Thirty Thousand Dollars (\$130,000.00) on or before January 31, 2004;
 - (ii) Fifty Thousand Dollars (\$50,000.00) on or before January 31, 2007;
 - (iii) Twenty Thousand Dollars (\$20,000.00) on or before January 31, 2009;
 - (iv) Twenty Thousand Dollars (\$20,000.00) on or before January 31, 2011; and
 - (v) Thirty Thousand Dollars (\$30,000.00) on or before January 31, 2013.
- (b) In no case shall said \$250,000.00 PEG Access equipment payment, pursuant to paragraph (a) above, be counted against any Franchise Fee payment(s), required by Section 8.1 infra, and/or any other fees or payments required by applicable law.
- (c) The payments in paragraph (a) shall be made directly to the Town and/or the Access Provider, as directed by the Franchising Authority.

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

Section 7.4--PEG ACCESS CHANNELS

- (a) The Franchisee shall make available two (2) Downstream Channels for Bedford PEG Access use, as follows:
- (i) One (1) Downstream Channel for PEG Access Programming on the Execution Date, to be programmed by the Access Provider; and
 - (ii) One (1) Downstream Channel for PEG Access Programming by February 1, 2004, to be programmed by the Access Provider and/or the Bedford Public Schools.
- (b) On or at any time after the third anniversary of the Execution Date of this Renewal Franchise, the Franchising Authority and/or the Access Provider shall have the right to use of a third PEG Access Channel. In order to obtain said third PEG Access Channel, the Franchising Authority shall write to the Franchisee, stating that the two (2) existing PEG Access Channels are being programmed with non-duplicated, locally-produced, non-character generated programming during available cablecast hours for the previous three (3) months and that there is a need for a third PEG Access Channel in order to provide additional programming for the benefit of Bedford Subscribers during available cablecast hours and shall provide documentation to verify such programming. In its letter to the Franchisee, the Franchising Authority shall state, in good faith, that such a third PEG Access Channel (i) will be substantially programmed with non-duplicated, locally produced, non-character generated programming; and (ii) is necessary to accomplish the stated PEG Access Programming goals of the Town and/or the Access Provider. Such a third PEG Access Channel will not be used simply to repeat PEG Access Programming that is already carried on the other two (2) PEG Access Channels, but will be used to carry substantially new locally-produced PEG Access Programming. The Franchising Authority agrees that such a third PEG Access Channel shall not be utilized solely to carry character-generated messages; provided, however, that the Town and/or the Access Provider may use said third PEG Access Channel to carry character-generated messages along with other new locally-produced PEG Access Programming.
- (i) At such time as the Franchising Authority requests such third PEG Access Channel, at the request of the Franchisee, the Franchising Authority and the Franchisee agree to meet in order to discuss said request.
 - (ii) For purposes of this Section 7.4(b), "available cablecast hours" shall mean the hours of 8:00 AM to 10:00 PM.
 - (iii) Provided that the Franchising Authority gives the Franchisee three (3) months written notice, the Franchisee shall make such third PEG channel available to the Franchising Authority or the Access Provider, within three (3) months of said notice. If channel

space is not available, then the parties shall meet to discuss a reasonable timetable for making such third PEG Access Channel available to the Franchising Authority or the Access Provider, said timetable not to exceed one (1) year from the date of such written notice from the Franchising Authority.

- (c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the Access Provider and/or PEG Access Users, and shall be subject to the control and management of the Access Provider. Charges to Subscribers, if any, shall be subject to applicable law(s) and regulation(s).
- (d) The Access Provider may utilize Upstream Channels, as described in Section 7.6 *infra*, in order to transmit PEG Access Programming to Subscribers.
- (e) The Franchisee shall not move or otherwise relocate said PEG Access Channel locations once established without the advance, written notice to the Franchising Authority and the Access Provider.
- (f) In the event that the Franchisee does relocate a PEG Access Channel, the Franchisee shall provide assistance to the Town and/or the Access Provider for its documented costs resulting from said relocation, such as new stationary, new logos, etc., up to a total of One Thousand Dollars (\$1,000.00) for any such relocation. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations.
- (g) The Franchisee shall maintain and monitor the PEG Access Channels, and shall monitor the PEG Access Channel(s) for technical Signal quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels pursuant to FCC technical standards. The Town and/or the Access Provider shall be responsible for the picture quality of all PEG Access Programming.

To read in its entirety as:

Section 7.3---PEG ACCESS EQUIPMENT/CAPITAL FUNDING

- (a) The Franchisee shall provide funding to the Franchising Authority and/or the Access Provider, in the amount of Three Hundred Seventy Five Thousand Dollars (\$375,000.00) to be used to purchase and/or lease PEG Access equipment and related facilities, payable to the Franchising Authority as follows:
 - (i) One Hundred Thirty Thousand Dollars (\$130,000.00) on or before January 31, 2004;
 - (ii) Fifty Thousand Dollars (\$50,000.00) on or before January 31, 2007;
 - (iii) Twenty Thousand Dollars (\$20,000.00) on or before January 31, 2009;
 - (iv) Twenty Thousand Dollars (\$20,000.00) on or before January 31, 2011; and
 - (v) Thirty Thousand Dollars (\$30,000.00) on or before January 31, 2013.
 - (vi) Twenty Five Thousand Dollars (\$25,000.00) on or before January 31, 2014
 - (vii) Twenty Five Thousand Dollars (\$25,000.00) on or before January 31, 2015

- (viii) Twenty Five Thousand Dollars (\$25,000.00) on or before January 31, 2016
 - (ix) Twenty Five Thousand Dollars (\$25,000.00) on or before January 31, 2017
 - (x) Twenty Five Thousand Dollars (\$25,000.00) on or before January 31, 2018
- (b) In no case shall said \$375,000.00 PEG Access equipment payment(s), pursuant to paragraph (a) above, be counted against any Franchise Fee payment(s), required by Section 8.1 infra, and/or any other fees or payments required by applicable law.
 - (c) The payments in paragraph (a) shall be made directly to the Town and/or the Access Provider, as directed by the Franchising Authority.
 - (d) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the Town and/or the Access Provider, as directed by the Franchising Authority, at the annual rate of two percent (2%) above the Prime Rate.

Section 7.4---PEG ACCESS CHANNELS

- (a) The Franchisee shall make available three (3) Downstream Channels for Bedford PEG Access use, as follows:
 - (i) One (1) Downstream Channel for PEG Access Programming on the Execution Date, to be programmed by the Access Provider
 - (ii) One (1) Downstream Channel for PEG Access Programming by February 1, 2004, to be programmed by the Access Provider.
 - (iii) One (1) Downstream Channel for PEG Access Programming 90 days after Execution Date, to be programmed by the Access Provider.
- (b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the Access Provider and/or PEG Access Users, and shall be subject to the control and management of the Access Provider. Charges to Subscribers, if any, shall be subject to applicable law(s) and regulation(s).
- (c) The Access Provider may utilize Upstream Channels, as described in Section 7.6 infra, in order to transmit PEG Access Programming to Subscribers.
- (d) The Franchisee shall not move or otherwise relocate said PEG Access Channel locations once established without the advance, written notice to the Franchising Authority and the Access Provider.
- (e) In the event that the Franchisee does relocate a PEG Access Channel, the Franchisee shall provide assistance to the Town and/or the Access Provider for its documented costs resulting from said relocation, such as new stationary, new logos, etc., up to a total of One Thousand Dollars (\$1,000.00) for any such relocation. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations

The Franchisee shall maintain and monitor the PEG Access Channels, and shall monitor the PEG Access Channel(s) for technical Signal quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels pursuant to FCC technical standards. The Town and/or the Access Provider shall be responsible for the picture quality of all PEG Access Programming.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Cable Television Franchise Renewal to be executed by their duly authorized representative this 2 day of MARCH, 2011.

The Town of Bedford, New Hampshire

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

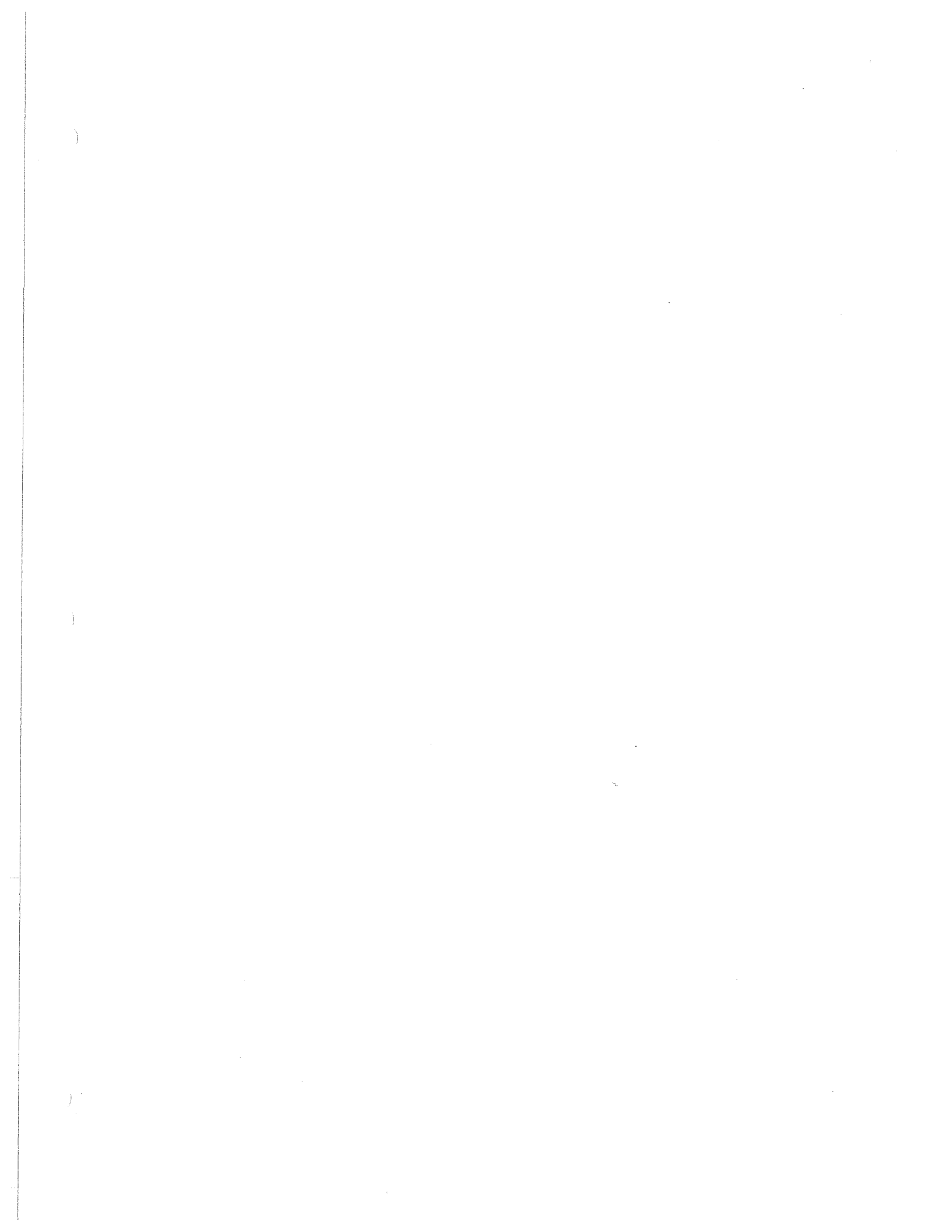
Accepted By:

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

[Signature]

Kevin M. Casey
 President
 North Central Division

Town Council approved: February 9, 2011
 Town Council ratified: February 23, 2011





Comcast Cable Communications, Inc.
676 Island Pond Road
Manchester, NH 03109
www.comcast.com

December 8, 2003

VIA AIRBORNE EXPRESS

Board of Selectmen
Town of Bedford
24 North Amherst Road
Bedford, NH 03110-5400

Re: Bedford Renewal Cable Television Franchise Agreement

Dear Chairman and Members of the Board:

Enclosed please find a fully executed original of the Renewal Cable Television Franchise Agreement between the Town of Bedford and Comcast of Maine/New Hampshire, Inc. The term is for a ten (10) year period, which commenced on December 2, 2003 and expires at midnight on December 1, 2013.

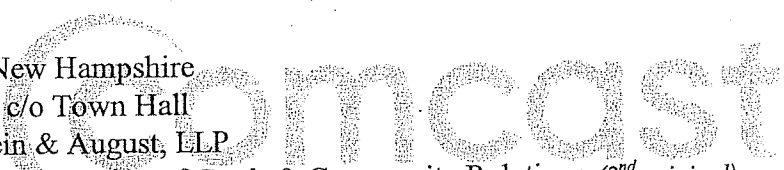
If you have any questions about this mailing, please feel free to contact me at (978) 695-1496.

Sincerely,

Ronni A. Summerton
Manager, Franchise Compliance

/ras
Enc.

cc: Secretary of State - State of New Hampshire
Cable Advisory Committee - c/o Town Hall
Peter J. Epstein, Esq. - Epstein & August, LLP
Nick Leuci - Comcast Regional Director of Gov't & Community Relations (2nd original)
Elizabeth A. Graham - Comcast Director of Gov't & Community Relations (3rd original)
Bryan Christiansen - Comcast Manager of Government & Community Relations
Comcast Local Accounting Department
Comcast Division Government Affairs Department



-Bedford Cable Television Renewal Franchise-

**CABLE TELEVISION
RENEWAL FRANCHISE**

**GRANTED TO
COMCAST OF MAINE/NEW HAMPSHIRE, INC.**

**THE TOWN COUNCIL
TOWN OF BEDFORD,
NEW HAMPSHIRE**

NOVEMBER 19, 2003



Comcast Cable Communications, Inc.
676 Island Pond Road
Manchester, NH 03109
www.comcast.com

December 8, 2003

VIA AIRBORNE EXPRESS

Board of Selectmen
Town of Bedford
24 North Amherst Road
Bedford, NH 03110-5400

Re: Bedford Renewal Cable Television Franchise Agreement

Dear Chairman and Members of the Board:

Enclosed please find a fully executed original of the Renewal Cable Television Franchise Agreement between the Town of Bedford and Comcast of Maine/New Hampshire, Inc. The term is for a ten (10) year period, which commenced on December 2, 2003 and expires at midnight on December 1, 2013.

If you have any questions about this mailing, please feel free to contact me at (978) 695-1496.

Sincerely,

Ronni A. Summerton
Manager, Franchise Compliance

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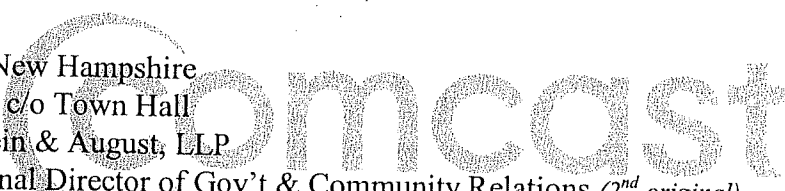


TABLE OF CONTENTS

ARTICLE 1 8

DEFINITIONS 8

SECTION 1.1---DEFINITIONS 8

ARTICLE 2 13

GRANT OF RENEWAL FRANCHISE 13

SECTION 2.1---GRANT OF RENEWAL FRANCHISE 13

SECTION 2.2---TERM OF RENEWAL FRANCHISE 13

SECTION 2.3---NON-EXCLUSIVITY OF RENEWAL FRANCHISE 13

SECTION 2.4---POLICE AND REGULATORY POWERS 14

SECTION 2.5---REMOVAL OR ABANDONMENT 14

ARTICLE 3 15

TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE 15

SECTION 3.1---RESTRICTIONS AGAINST TRANSFERS 15

SECTION 3.2---APPROVAL PROCEDURE 15

SECTION 3.4---EFFECT OF UNAUTHORIZED ACTION 16

SECTION 3.5---NO WAIVER OF RIGHTS 16

ARTICLE 4 17

SYSTEM DESIGN 17

SECTION 4.1---SUBSCRIBER NETWORK 17

SECTION 4.2---EMERGENCY ALERT SYSTEM 17

SECTION 4.3---PARENTAL CONTROL CAPABILITY 17

ARTICLE 5 18

MAINTENANCE AND OPERATION 18

SECTION 5.1---SERVICE AREA 18

SECTION 5.2---LINE EXTENSION POLICY 18

SECTION 5.3---LINE EXTENSION PROCEDURES 19

SECTION 5.4---LOCATION OF CABLE TELEVISION SYSTEM 19

SECTION 5.5---UNDERGROUND FACILITIES 20

SECTION 5.6---TREE TRIMMING 20

SECTION 5.7---RESTORATION TO PRIOR CONDITION 20

SECTION 5.8---TEMPORARY RELOCATION 20

SECTION 5.9---DISCONNECTION AND RELOCATION 21

SECTION 5.10---SAFETY STANDARDS 21

SECTION 5.11---PEDESTALS 21

SECTION 5.12---PRIVATE PROPERTY 21

SECTION 5.13---CONSTRUCTION MAPS 21

SECTION 5.14---COMMERCIAL ESTABLISHMENTS 22

<u>SECTION 5.15---SERVICE INTERRUPTION</u>	22
<u>ARTICLE 6</u>	23
<u>SERVICES AND PROGRAMMING</u>	23
<u>SECTION 6.1---BASIC SERVICE</u>	23
<u>SECTION 6.2---PROGRAMMING</u>	23
<u>SECTION 6.3---LEASED CHANNELS FOR COMMERCIAL USE</u>	23
<u>SECTION 6.4---VCR/CABLE COMPATIBILITY</u>	23
<u>SECTION 6.5---SIGNAL ENCODING</u>	23
<u>SECTION 6.6---CONTINUITY OF SERVICE</u>	24
<u>SECTION 6.7---FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC</u> <u>BUILDINGS AND SCHOOLS</u>	24
<u>ARTICLE 7</u>	25
<u>PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS</u>	25
<u>FACILITIES AND SUPPORT</u>	25
<u>SECTION 7.1---ACCESS PROVIDER</u>	25
<u>SECTION 7.2---PEG ACCESS ANNUAL FUNDING</u>	25
<u>SECTION 7.3---PEG ACCESS EQUIPMENT/CAPITAL FUNDING</u>	27
<u>SECTION 7.4---PEG ACCESS CHANNELS</u>	27
<u>SECTION 7.5---CENSORSHIP</u>	29
<u>SECTION 7.6---ACCESS CABLECASTING</u>	29
<u>ARTICLE 8</u>	30
<u>FRANCHISE FEES</u>	30
<u>SECTION 8.1---FRANCHISE FEE PAYMENTS</u>	30
<u>SECTION 8.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS</u>	31
<u>SECTION 8.3---LATE PAYMENT</u>	31
<u>SECTION 8.4---RECOMPUTATION</u>	31
<u>SECTION 8.5---AFFILIATES USE OF SYSTEM</u>	32
<u>SECTION 8.6---METHOD OF PAYMENT</u>	32
<u>ARTICLE 9</u>	33
<u>RATES AND CHARGES</u>	33
<u>SECTION 9.1---RATE REGULATION</u>	33
<u>SECTION 9.2---NOTIFICATION OF RATES AND CHARGES</u>	33
<u>SECTION 9.3---PUBLICATION AND NON-DISCRIMINATION</u>	33
<u>SECTION 9.4---CREDIT FOR SERVICE INTERRUPTION</u>	33
<u>ARTICLE 10</u>	34
<u>INSURANCE AND BONDS</u>	34
<u>SECTION 10.1---INSURANCE</u>	34
<u>SECTION 10.2---PERFORMANCE BOND</u>	34
<u>SECTION 10.3---REPORTING</u>	35

SECTION 10.4---INDEMNIFICATION	35
SECTION 10.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE	36
ARTICLE 11	37
ADMINISTRATION AND REGULATION	37
SECTION 11.1---REGULATORY AUTHORITY	37
SECTION 11.2---PERFORMANCE EVALUATION HEARINGS	37
SECTION 11.3---NONDISCRIMINATION	38
SECTION 11.4---EMERGENCY REMOVAL OF PLANT	38
SECTION 11.5---REMOVAL AND RELOCATION	38
SECTION 11.6---INSPECTION	38
SECTION 11.7---JURISDICTION	38
ARTICLE 12	39
DETERMINATION OF BREACH	39
LIQUIDATED DAMAGES-FRANCHISE REVOCATION	39
SECTION 12.1---DETERMINATION OF BREACH	39
SECTION 12.2---LIQUIDATED DAMAGES	40
SECTION 12.3---REVOCATION OF THE RENEWAL FRANCHISE	41
SECTION 12.4---TERMINATION	41
SECTION 12.5---NO WAIVER/NON-EXCLUSIVITY OF REMEDY/ CUMULATIVE REMEDIES	41
ARTICLE 13	42
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	42
SECTION 13.1---TELEPHONE ACCESS	42
SECTION 13.2---CUSTOMER SERVICE CALL CENTERS	42
SECTION 13.3---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME	43
SECTION 13.4---FCC CUSTOMER SERVICE OBLIGATIONS	43
SECTION 13.5---BUSINESS PRACTICE STANDARDS	43
SECTION 13.6---COMPLAINT RESOLUTION PROCEDURES	44
SECTION 13.7---REMOTE CONTROL DEVICES	44
SECTION 13.9---PROTECTION OF SUBSCRIBER PRIVACY	45
SECTION 13.10---PRIVACY WRITTEN NOTICE	45
SECTION 13.11---MONITORING	45
SECTION 13.12---DISTRIBUTION OF SUBSCRIBER INFORMATION	46
SECTION 13.13---POLLING BY CABLE	46
SECTION 13.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS	46
SECTION 13.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION	46
SECTION 13.16---PRIVACY STANDARDS REVIEW	47
ARTICLE 14	48
REPORTS, AUDITS AND PERFORMANCE TESTS	48
SECTION 14.1---GENERAL	48

-Bedford Cable Television Renewal Franchise-

<u>SECTION 14.2---FINANCIAL REPORTS</u>	48
<u>SECTION 14.3---CABLE SYSTEM INFORMATION</u>	48
<u>SECTION 14.4---IN-HOUSE TELEPHONE REPORTS</u>	48
<u>SECTION 14.5---ANNUAL PERFORMANCE TESTS</u>	48
<u>SECTION 14.6---QUALITY OF SERVICE</u>	49
<u>SECTION 14.7---DUAL FILINGS</u>	49
<u>SECTION 14.8---ADDITIONAL INFORMATION</u>	49
<u>SECTION 14.9---INVESTIGATION</u>	49
<u>ARTICLE 15</u>	50
<u>EMPLOYMENT</u>	50
<u>SECTION 15.1---EQUAL EMPLOYMENT OPPORTUNITY</u>	50
<u>SECTION 15.2---NON-DISCRIMINATION</u>	50
<u>ARTICLE 16</u>	51
<u>MISCELLANEOUS PROVISIONS</u>	51
<u>SECTION 16.1---ENTIRE AGREEMENT</u>	51
<u>SECTION 16.2---CAPTIONS</u>	51
<u>SECTION 16.3---SEPARABILITY</u>	51
<u>SECTION 16.4---ACTS OR OMISSIONS OF AFFILIATES</u>	51
<u>SECTION 16.5---RENEWAL FRANCHISE EXHIBITS</u>	51
<u>SECTION 16.6---WARRANTIES</u>	52
<u>SECTION 16.7---FORCE MAJEURE</u>	52
<u>SECTION 16.8---REMOVAL OF ANTENNAS</u>	52
<u>SECTION 16.9---APPLICABILITY OF RENEWAL FRANCHISE</u>	52
<u>SECTION 16.10---NOTICES</u>	53
<u>SECTION 16.11---NO RECOURSE AGAINST THE FRANCHISING AUTHORITY</u>	53
<u>SECTION 16.12---COST OF PUBLICATION</u>	53
<u>SECTION 16.13---TOWN'S RIGHT OF INTERVENTION</u>	54
<u>SECTION 16.14---TERM</u>	54
<u>EXHIBITS</u>	55
<u>EXHIBIT 1</u>	56
<u>PROGRAMMING AND INITIAL SIGNAL CARRIAGE</u>	56
<u>EXHIBIT 2</u>	57
<u>FREE DROPS AND MONTHLY SERVICE</u>	57
<u>TO PUBLIC BUILDINGS AND SCHOOLS *</u>	57
<u>EXHIBIT 3</u>	58
<u>GROSS ANNUAL REVENUES REPORTING FORM</u>	58
<u>TOWN OF BEDFORD, NEW HAMPSHIRE</u>	58
<u>EXHIBIT 4</u>	59
<u>FCC CUSTOMER SERVICE OBLIGATIONS</u>	59
<u>SIGNATURE PAGE</u>	62

-Bedford Cable Television Renewal Franchise-

EXHIBITS

Programming Line-Up Exhibit 1

Free Drops, Outlets and
Monthly Service to Public
Buildings and Schools Exhibit 2

Gross Annual Revenues Reporting Form Exhibit 3

FCC Customer Service Obligations Exhibit 4

-Bedford Cable Television Renewal Franchise-

A G R E E M E N T

This Cable Television Renewal Franchise entered into this 19th day of November, 2003, by and between Comcast of Maine/New Hampshire, Inc. and the Town Council of the Town of Bedford, New Hampshire, as Franchising Authority for the renewal of the cable television franchise(s) pursuant to RSA: 53-C.

WITNESSETH

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

WHEREAS, the Franchising Authority conducted public hearings, pursuant to Section 626 of the Cable Act, on November 20, 2002 and December 4, 2002 to (1) ascertain the future cable related community needs and interests of Bedford, and (2) review the performance of MediaOne of New Hampshire, Inc. during its current franchise term; and

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

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

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

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

- (1) Access: The right or ability of any Bedford resident and/or any Persons affiliated with a Bedford institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) Access Channel: A video channel which the Franchisee shall make available to the Town of Bedford and/or the Access Provider, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.
- (3) Access Provider: The entity as may be designated from time to time by the Franchising Authority for the purpose of operating and managing Public, Educational and Governmental Access channel capability, facilities, training and programming for Bedford Subscribers.
- (4) Affiliate or Affiliated Person: A Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another Person.
- (5) Basic Service: Any Service distributed over the Cable System, which shall include, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all broadcast Signals required to be carried on Basic Service pursuant to federal law.
- (6) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
- (7) Cable Service: The one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services.
- (8) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.
- (9) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.
- (10) Complaint: Any written or verbal contact with the Franchisee in connection with subscription

-Bedford Cable Television Renewal Franchise-

in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Franchisee's control, and (2) requires a corrective measure on the part of the Franchisee.

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

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

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

(14) Execution Date of the Renewal Franchise (the "Execution Date"): November 19, 2003.

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

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

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

(18) Franchising Authority: The Town Council of the Town of Bedford, New Hampshire.

(19) Gross Annual Revenues: Consideration of any form or kind derived by the Franchisee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases or sales; advertising revenues; and all other revenue(s) derived by the Franchisee from the sale of products in any way advertised or promoted on the Cable Television System. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

-Bedford Cable Television Renewal Franchise-

- (20) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.
- (21) Highway Department: The Highway Department of the Town of Bedford.
- (22) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk.
- (23) Leased Channel or Leased Access: A video channel(s) which the Franchisee shall make available pursuant to Section 612 of the Cable Act.
- (24) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.
- (25) Normal Business Hours: As defined in 47 C.F.R. 76.309, those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.
- (26) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (27) Outlet: An interior receptacle, generally mounted in a wall, connecting a Subscriber's or User's equipment to the Cable System.
- (28) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.
- (29) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (30) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (31) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- (32) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (33) Prime Rate: The prime rate of interest at Fleet Bank, or its successor.
- (34) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that

-Bedford Cable Television Renewal Franchise-

the Franchisee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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

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

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

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

(39) Standard Installation: An aerial installation up to two hundred feet (200') from the nearest Trunk and Feeder System.

(40) State: The State of New Hampshire.

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

(42) Subscriber Network: The minimum 750 MHz Cable Television System to be operated and maintained by the Franchisee, over which Signals can be transmitted to Subscribers.

(43) Town: The Town of Bedford, New Hampshire.

(44) Town Council: The Town Council of the Town of Bedford, New Hampshire.

(45) Town Counsel: The Town Counsel of the Town of Bedford, New Hampshire.

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

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

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

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

-Bedford Cable Television Renewal Franchise-

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

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

ARTICLE 2

GRANT OF RENEWAL FRANCHISE

Section 2.1---GRANT OF RENEWAL FRANCHISE

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

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

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

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

Section 2.2---TERM OF RENEWAL FRANCHISE

The term of this Renewal Franchise shall be a ten (10) year term, commencing on December 2, 2003 and expiring at midnight on December 1, 2013, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL FRANCHISE

(a) This Renewal Franchise shall not affect the right of the Franchising Authority to grant to any other Person a Franchise or right to occupy or use the Public Ways or streets, or portions thereof,

for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Bedford; or the right of the Franchising Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses.

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

Section 2.4---POLICE AND REGULATORY POWERS

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

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of this Renewal Franchise, or of any renewal thereof by passage of time or otherwise, the Franchisee shall remove all of its supporting structures, poles, Trunk and Distribution Systems, and other appurtenances from the Public Ways and shall restore the areas, as close as possible, to their original condition. If such removal is not complete within six (6) months of such termination, the Franchising Authority may deem any property not removed as having been abandoned.

ARTICLE 3

TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE

Section 3.1---RESTRICTIONS AGAINST TRANSFERS

(a) Subject to applicable law, neither this Renewal Franchise, nor any rights or obligations of the Franchisee in or pursuant to this Renewal Franchise or the Cable System shall be transferred in part or as a whole, by assignment, trust, lease, sublease, pledge or other hypothecation, and is not to be sold, transferred, leased, assigned, or disposed of in part or as a whole, either by forced sale, merger, consolidation, nor shall title thereto, either legal or equitable, or any right or interest therein, pass to or vest in any Person, nor shall any change in control of the Franchisee or the Cable System occur, either by any act of the Franchisee or by any parent company of the Franchisee, by operation of law or otherwise in each such case without the prior consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed, and which shall be expressed in writing. The limitations and restrictions in this Section 3.1(a) shall not prohibit the provision of security interests in the Cable System for the purpose of securing financing; provided, however, that no change in ownership or Transfer as a result of any such security interests may be exercised or occur, except as allowed pursuant to Section 3.2 supra.

(b) For purposes of this Section 3.1, any sale, assignment or any other disposition of a majority ownership interest of the parent company of the Franchisee to any one Person or group of Persons acting in concert, in one transaction or a series of related transactions, shall be deemed to be a change of control of the Franchisee. This Section 3.1(b) shall not apply to an assignment or Transfer of the control to assignees or transferees controlled by the Franchisee or Transfer or assignment to the Franchisee's parent or an Affiliate; provided, however, that the Franchisee shall provide the Franchising Authority with prior, written notice of any such assignment or transfer of control. The word "control" as used in this section is not limited to major stockholders but includes actual working control in whatever manner exercised and includes control of the parent company of the Franchisee.

(c) Neither the Franchisee nor its parent company shall enter into any management contract or any other arrangement for the management of the Cable System, however structured, without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld; provided, however, that this Section 3.1(c) shall not apply to the Franchisee's employment contracts and other personnel decisions.

Section 3.2---APPROVAL PROCEDURE

(a) The Franchisee shall promptly notify the Franchising Authority of any action requiring the consent of the Franchising Authority pursuant to this Article 3.

(b) The Franchisee shall submit to the Franchising Authority an original and five (5) copies, unless otherwise directed, of its FCC Form 394 (or such other or successor form used to request consent to any such Transfer or assignment), together with all exhibits thereto, which form shall

fully describe the action or proposed action and clearly state the basis on which the Transfer or assignment should be approved. The Franchising Authority reserves the right to require additional, reasonably appropriate documentation to support the Transfer request. The Transfer or assignment form shall be signed by the Franchisee and by the proposed transferee or by its representative, evidence of whose authority shall be submitted with such form.

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

(d) For purposes of determining whether it shall consent to any such change of control and ownership, the Franchising Authority shall inquire into the legal, financial, and technical qualifications of the prospective controlling or owning Person, and any other criteria allowable by applicable law.

Section 3.4---EFFECT OF UNAUTHORIZED ACTION

(a) The taking of any action in violation of Sections 3.1 and/or 3.2 herein shall be null and void, and shall be deemed a material breach of this Renewal Franchise.

Section 3.5---NO WAIVER OF RIGHTS

Subject to Section 12.6 infra, Transfer, sublease, or mortgage of the Renewal Franchise granted to the Franchisee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under this Renewal Franchise, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal Franchise.

ARTICLE 4

SYSTEM DESIGN

Section 4.1---SUBSCRIBER NETWORK

(a) Subject to Section 5.1 infra, the Franchisee shall continue to operate, maintain and make available to residents of the Town its minimum 750 MHz Subscriber Network, currently fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction. Transmission technology and system design may be subject to change at the discretion of the Franchisee. The Franchisee shall notify the Franchising Authority in writing of any planned upgrade to the Cable System.

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

Section 4.2---EMERGENCY ALERT SYSTEM

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

Section 4.3---PARENTAL CONTROL CAPABILITY

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

ARTICLE 5

MAINTENANCE AND OPERATION

Section 5.1---SERVICE AREA

(a) The Franchisee shall make its Cable System Service available to all residents of the Town, within fifteen (15) days of a request therefor, subject to paragraph (b) and Section 5.2 and Section 5.3 below and provided that the Franchisee is able to obtain any necessary easements and/or permits.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than two hundred feet (200') from the existing aerial Trunk and Distribution System and additions thereto. The Franchisee may charge residents located more than 200 aerial feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Franchisee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 200 aerial feet from the existing Trunk and Distribution system.

(c) Underground installation shall be considered standard and therefore subject to standard underground installation rates within two hundred feet (200') of the existing Cable System plant, provided no Trunk and Distribution System construction is required and sub-surface is dirt or similar soft surface. Underground installations within two hundred feet (200') of the existing Cable System plant requiring Trunk and Distribution System construction or involving hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment in addition to the standard installation charge. Installations more than two hundred feet (200') from existing Cable System plant requiring Trunk and Distribution System construction or involving hard (concrete, asphalt, etc.) surface shall be provided at a rate based upon actual costs and a reasonable return on investment in addition to the standard installation charge.

Section 5.2---LINE EXTENSION POLICY

(a) Consistent with Section 5.1(b) above, the Cable Television System shall be extended automatically, at the Franchisee's sole cost and expense, to any and all areas of the Town's Public Ways containing thirty (30) dwelling units or more per aerial or underground mile of Cable System plant or fractional proportion thereof in non-underground housing development areas of the Town. The Franchisee shall apply for permits, if necessary, promptly. Said service shall be made available and fully activated to requesting dwelling units no later than sixty (60) days after all necessary permits are obtained, subject to weather, Force Majeure, and the performance of make ready.

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of Section 5.2(a) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of dwelling units in such area minus the costs extending service to dwelling units in an area along the Public Ways that meets the thirty (30) dwelling units per aerial or underground mile of cable plant and/or

fractional proportion thereof density requirement specified in subsection (a) above. The resulting cost shall equal the per dwelling unit contribution relating to line extension of cable service in that particular area of the Town, or

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

- * C equals the cost of construction of new plant from existing Cable System plant;
- * LE equals the number of dwelling units requesting in the line extension area and who subsequently pay a contribution in aid;
- * CA equals the average cost of construction per mile in the primary service area;
- * P equals the thirty (30) dwelling units per aerial or underground mile of aerial plant; and
- * SC equals the per dwelling unit contribution in aid of construction in the line extension area.

(c) The Franchising Authority shall make its best efforts to provide the Franchisee with written notice of the issuance of building permits for planned housing developments in the Town requiring the undergrounding of Cable System plant. The Franchisee shall construct and install Cable System plant at Franchisee's cost and expense in any such new development provided that a minimum of fifteen (15) homes therein are constructed and that the Franchisee is able to access open trenches for deployment of Cable System plant.

Section 5.3---LINE EXTENSION PROCEDURES

Any dwelling unit owner located in an area of the Town without Cable Television Service may request such service from the Franchisee. In areas meeting the requirements of Section 5.2 (a) and (b) above, the Franchisee shall extend service to the area promptly, but in no case later than sixty (60) days after all necessary permits are obtained, subject to weather, Force Majeure, and the performance of make ready. The Franchisee shall apply to the DPW for permits, if necessary, promptly. In those areas with less than thirty (30) dwelling units per aerial or underground mile, the Franchisee shall, within thirty (30) days following a request for service, conduct a survey to determine the number of homes in the immediate area and shall inform each dwelling unit of the possible contribution in aid of construction (see Section 5.2 (b) above) that will be charged. The Franchisee shall apply for pole attachment agreements within sixty (60) days of receiving the contribution in aid of construction from all subscribing dwelling units. Cable Television Service(s) shall be made available and fully activated to all requesting dwelling units who made a contribution in aid of construction within sixty (60) days of receipt of pole attachment agreements by the Franchisee, subject to weather, Force Majeure and the performance of make ready.

Section 5.4---LOCATION OF CABLE TELEVISION SYSTEM

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

regulations.

Section 5.5-UNDERGROUND FACILITIES

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

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

Section 5.6-TREE TRIMMING

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

Section 5.7---RESTORATION TO PRIOR CONDITION

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Franchisee to comply within the specified time period, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee to the Town within sixty (60) days of a written request by the Franchising Authority.

Section 5.8---TEMPORARY RELOCATION

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

Section 5.9---DISCONNECTION AND RELOCATION

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

Section 5.10---SAFETY STANDARDS

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

Section 5.11---PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with all generally applicable Town rules, regulations and/or by-laws. All such equipment shall be shown on the maps submitted to the Town in accordance with Section 5.13 infra.

Section 5.12---PRIVATE PROPERTY

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

Section 5.13---CONSTRUCTION MAPS

Upon written request, the Franchisee shall file with the Franchising Authority strand maps of all Cable System plant in paper and/or CAD format which the Franchising Authority may map to a GIS system, if the Franchisee has maps in such different format. Upon request by the Franchising Authority or its designee, if changes are made in the Cable System, the Franchisee shall make available to the Franchising Authority updated maps not more than once per year.

Section 5.14---COMMERCIAL ESTABLISHMENTS

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

Section 5.15---SERVICE INTERRUPTION

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

ARTICLE 6

SERVICES AND PROGRAMMING

Section 6.1---BASIC SERVICE

The Franchisee shall provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the Town pursuant to applicable law(s).

Section 6.2---PROGRAMMING

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

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

Section 6.3---LEASED CHANNELS FOR COMMERCIAL USE

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

Section 6.4---VCR/CABLE COMPATIBILITY

In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Franchisee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except two scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Execution Date of this Renewal Franchise.

Section 6.5---SIGNAL ENCODING

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

have the meaning as defined by applicable law and/or regulation.

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

Section 6.6---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Franchisee are honored. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for unavoidable or necessary Service interruptions.

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

(a) The Franchisee shall continue to provide, install and maintain one (1) free Subscriber Standard Installation Cable Drop and Outlet and monthly Basic Service, except for any Pay Cable and/or Pay-Per-View Programming, to all police and fire stations, public schools, public libraries and other public buildings along the Cable System plant route included in **Exhibit 2**, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System plant route as designated by the Franchising Authority. The Franchisee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the Standard Installation and provision of monthly Basic Service and related maintenance.

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

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

ARTICLE 7

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

Section 7.1---ACCESS PROVIDER

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

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

Section 7.2---PEG ACCESS ANNUAL FUNDING

(a) The Franchisee shall provide an annual payment to the Access Provider, for PEG Access use, equal to three percent (3%) of the Franchisee's Gross Annual Revenues. Said annual payments shall be used for, among other things, salary, operating and other related expenses connected with PEG Access programming and operations.

(b) In Year One of this Renewal Franchise, the first quarterly payment to the Access Provider shall be based on the period from December 2, 2003 through December 31, 2003 and shall

-Bedford Cable Television Renewal Franchise-

constitute three percent (3%) of the Franchisee's Gross Annual Revenues. Said first quarterly payment shall then be due and payable to the Access Provider no later than forty-five (45) days after the end of said quarterly period, or no later than February 15, 2004. The second quarterly payment to the Access Provider shall be based on the three (3) months from January 1, 2004 through March 30, 2004, and shall constitute three percent (3%) of the Franchisee's Gross Annual Revenues. Said second payment shall then be due and payable to the Access Provider no later than May 15, 2004. Thereafter, the Franchisee's three percent (3%) payments to the Access Provider shall continue to be made on the quarterly basis based on the above-referenced three (3) month accounting periods and subsequent forty-five (45) day due dates. The final payment shall be based on the period from October 1, 2013 through December 1, 2013, and shall constitute three percent (3%) of the Franchisee's Gross Annual Revenues. Said final payment shall then be due and payable no later than forty-five (45) days from the end of said period.

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

(d) In no case shall said three percent (3%) payment(s) include (i) the PEG Access Equipment/Capital funding required by Section 7.3 below; (ii) the Franchise Fee payable to the Franchising Authority pursuant to Section 8.1 infra; and/or (iii) any other fees or payments required by applicable law; provided, however, that said three percent (3%) payment shall be a Franchise Fee, as defined, and subject to the five percent (5%) federal cap on such Franchise Fees.

(e) There shall be no charges to the Town and/or PEG Access Users for said PEG Access annual funding. In the event that the Franchisee externalizes, line-items and/or otherwise passes-through such PEG Access annual funding costs to Subscribers, the Franchisee may only do so, including, but not limited to, computation, collection, and/or interest paid on and allocation of any such costs, strictly in compliance with applicable laws and/or regulations.

(f) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Franchisee, shall pay the Access Provider an amount equal to three percent (3%) of such Person's Gross Annual Revenues. If the Franchisee collects revenues for said Person, then the Franchisee shall collect said three percent (3%) payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Access Provider along with the Franchisee's three percent (3%) percent PEG Access payments pursuant to Section 7.2(a) herein. If the Franchisee does not collect the revenues for a Person that distributes any Service over the System, then the Franchisee shall notify any such Person of this 3% payment requirement and shall notify the Town and the Access Provider of such use of the Cable System by such Person(s).

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

Section 7.3---PEG ACCESS EQUIPMENT/CAPITAL FUNDING

(a) The Franchisee shall provide funding to the Franchising Authority and/or the Access Provider, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to be used to purchase and/or lease PEG Access equipment and related facilities, payable to the Franchising Authority as follows:

- (i) One Hundred Thirty Thousand Dollars (\$130,000.00) on or before January 31, 2004;
- (ii) Fifty Thousand Dollars (\$50,000.00) on or before January 31, 2007;
- (iii) Twenty Thousand Dollars (\$20,000.00) on or before January 31, 2009;
- (iv) Twenty Thousand Dollars (\$20,000.00) on or before January 31, 2011; and
- (v) Thirty Thousand Dollars (\$30,000.00) on or before January 31, 2013.

(b) In no case shall said \$250,000.00 PEG Access equipment payment, pursuant to paragraph (a) above, be counted against any Franchise Fee payment(s), required by Section 8.1 infra, and/or any other fees or payments required by applicable law.

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

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

Section 7.4---PEG ACCESS CHANNELS

(a) The Franchisee shall make available two (2) Downstream Channels for Bedford PEG Access use, as follows:

- (i) One (1) Downstream Channel for PEG Access Programming on the Execution Date, to be programmed by the Access Provider; and
- (ii) One (1) Downstream Channel for PEG Access Programming by February 1, 2004, to be programmed by the Access Provider and/or the Bedford Public Schools.

(b) On or at any time after the third anniversary of the Execution Date of this Renewal Franchise, the Franchising Authority and/or the Access Provider shall have the right to use of a third PEG Access Channel. In order to obtain said third PEG Access Channel, the Franchising Authority shall write to the Franchisee, stating that the two (2) existing PEG Access Channels are being programmed with non-duplicated, locally-produced, non-character generated programming during available cablecast hours for the previous three (3) months and that there is a need for a third PEG Access Channel in order to provide additional programming for the benefit of Bedford Subscribers during available cablecast hours and shall provide documentation to verify such

programming. In its letter to the Franchisee, the Franchising Authority shall state, in good faith, that such a third PEG Access Channel (i) will be substantially programmed with non-duplicated, locally produced, non-character generated programming; and (ii) is necessary to accomplish the stated PEG Access Programming goals of the Town and/or the Access Provider. Such a third PEG Access Channel will not be used simply to repeat PEG Access Programming that is already carried on the other two (2) PEG Access Channels, but will be used to carry substantially new locally-produced PEG Access Programming. The Franchising Authority agrees that such a third PEG Access Channel shall not be utilized solely to carry character-generated messages; provided, however, that the Town and/or the Access Provider may use said third PEG Access Channel to carry character-generated messages along with other new locally-produced PEG Access Programming.

- (i) At such time as the Franchising Authority requests such third PEG Access Channel, at the request of the Franchisee, the Franchising Authority and the Franchisee agree to meet in order to discuss said request.
- (ii) For purposes of this Section 7.4(b), "available cablecast hours" shall mean the hours of 8:00 AM to 10:00 PM.
- (iii) Provided that the Franchising Authority gives the Franchisee three (3) months written notice, the Franchisee shall make such third PEG channel available to the Franchising Authority or the Access Provider, within three (3) months of said notice. If channel space is not available, then the parties shall meet to discuss a reasonable timetable for making such third PEG Access Channel available to the Franchising Authority or the Access Provider, said timetable not to exceed one (1) year from the date of such written notice from the Franchising Authority.
- (c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the Access Provider and/or PEG Access Users, and shall be subject to the control and management of the Access Provider. Charges to Subscribers, if any, shall be subject to applicable law(s) and regulation(s).
- (d) The Access Provider may utilize Upstream Channels, as described in Section 7.6 infra, in order to transmit PEG Access Programming to Subscribers.
- (e) The Franchisee shall not move or otherwise relocate said PEG Access Channel locations once established without the advance, written notice to the Franchising Authority and the Access Provider.
- (f) In the event that the Franchisee does relocate a PEG Access Channel, the Franchisee shall provide assistance to the Town and/or the Access Provider for its documented costs resulting from said relocation, such as new stationary, new logos, etc., up to a total of One Thousand Dollars (\$1,000.00) for any such relocation. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations
- (g) The Franchisee shall maintain and monitor the PEG Access Channels, and shall monitor the PEG Access Channel(s) for technical Signal quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels

pursuant to FCC technical standards. The Town and/or the Access Provider shall be responsible for the picture quality of all PEG Access Programming.

Section 7.5---CENSORSHIP

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

Section 7.6---ACCESS CABLECASTING

- (a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, then transmitted from the Access Provider studio, located at 10 Meeting House Road, to the Headend or Hub, without charge, on the separate return line in existence as of the Execution Date of this Renewal Franchise, which return line shall be operated and maintained by the Franchisee for said use(s) for the entire term of this Renewal Franchise. At the Headend or Hub, said Access Programming shall be retransmitted in the downstream direction on one of the three (3) PEG Access Downstream Channel(s).
- (b) The Franchisee shall construct, install and activate video origination locations at the McElvie Middle School, 108 Liberty Hill Road, and the School Administration Building, 103 Country Road, by August 15, 2004, provided that the Franchising Authority pays to the Franchisee the Thirty-Eight Thousand Dollar (\$38,000.00) cost of constructing such origination locations. The Franchising Authority shall pay said \$38,000.00 upon receipt of an invoice from the Franchisee, which invoice shall be sent to the Franchising Authority no earlier than thirty (30) days prior to the purchase of equipment to construct such origination locations. The Franchisee shall also interconnect said two origination locations with the Access Provider studio, at 10 Meeting House Road.
- (c) Upon written notice from the Franchising Authority on or after June 30, 2005 and receipt of payment for such video origination construction from the Franchising Authority, the Franchisee shall construct an extension of the video return connection to the existing Bedford School District property at Nashua and County Roads. The Franchisee shall provide a written estimate to the Franchising Authority of the costs of such video origination costs.
- (d) The Franchisee shall provide up to two (2) Outlets at any one of the locations listed above provided that it is technically feasible and does not exceed engineering standards for Signal loss.
- (e) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is automatically switched to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. The Franchisee shall not charge the Town and/or the Access Provider for such switching responsibility. The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming. The Town and/or the Access Provider shall be responsible for any manual switching necessary to cablecast PEG Access Programming from any location specified in Section 7.6(b).
- (f) The Franchisee shall provide and maintain all other necessary switching and/or processing equipment located in its Headend facility in order to switch upstream Signals from the Town

and/or the Access Provider to the designated Downstream Access Channel(s). Nothing herein shall require the Franchisee to provide any other switching equipment or any other end-user equipment.

ARTICLE 8

FRANCHISE FEES

Section 8.1---FRANCHISE FEE PAYMENTS

(a) The Franchisee shall pay to the Town, throughout the term of this Renewal Franchise, a Franchise Fee equal to one percent (1%) of the Franchisee's Gross Annual Revenues.

(b) Said Franchise Fee payments shall be made to the Town on a quarterly basis.

(c) The first quarterly payment to the Franchising Authority shall be based on the period from December 2, 2003 through December 31, 2003 and shall constitute one percent (1%) of the Franchisee's Gross Annual Revenues. Said first quarterly payment shall then be due and payable to the Franchising Authority no later than forty-five (45) days after the end of said quarterly period, or no later than February 15, 2004. The second quarterly payment to the Franchising Authority shall be based on the three (3) months from January 1, 2004 through March 30, 2004, and shall constitute one percent (1%) of the Franchisee's Gross Annual Revenues. Said second payment shall then be due and payable to the Franchising Authority no later than May 15, 2004. Thereafter, the Franchisee's one percent (1%) payments to the Franchising Authority shall continue to be made on the quarterly basis based on the above-referenced three (3) month accounting periods and subsequent forty-five (45) day due dates. The final payment shall be based on the period from October 1, 2013 through December 1, 2013, and shall constitute one percent (1%) of the Franchisee's Gross Annual Revenues. Said final payment shall then be due and payable no later than forty-five (45) days after the end of said period.

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

(e) The Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) the PEG Access annual operating funding (Section 7.2), (ii) the one percent (1%) Franchise Fee (Section 8.1(c)), and (iii) all amounts within the definition of "franchise fee", but in no case shall include (i) the PEG Access equipment/capital payments required by Section 7.3 supra; (ii) any other fees or payments required by applicable law; (iii) any interest due herein to the Town because of late payments; and/or (iv) any liquidated damages herein (Section 12.2). Pursuant to Section 622(f) of the Cable Act, the Franchise Fee may appear as a line-item on subscriber bills.

(f) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to

Subscribers but not received by the Franchisee, shall pay the Town an amount equal to 1% of such Person's Gross Annual Revenues. If the Franchisee collects revenues for said Person, then the Franchisee shall collect said 1% payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Town. If the Franchisee does not collect the revenues for a Person that distributes any Service over the System, then the Franchisee shall notify any such Person of this 1% payment requirement and shall notify the Town of such use of the Cable System by such Person(s).

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

Section 8.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Franchisee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee payments all of which shall be separate and distinct obligations of the Franchisee and each Affiliated Person. The Franchisee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the Franchise Fee payments.

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

(c) The term "Franchise Fee" shall have the meaning defined in Sections 622(g)(1) and (2)(A-E) of the Cable Act.

Section 8.3---LATE PAYMENT

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

Section 8.4---RECOMPUTATION

(a) In the event that the Franchising Authority receives a Franchise Fee pursuant to Section 8.1

above, tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 8.4. All amounts paid shall be subject to audit and recomputation by the Town.

(b) If the Franchising Authority has reason to believe that any such payment(s) are incorrect and the Franchising Authority provides the Franchisee with written notice of, and the facts regarding, such belief, the Franchisee shall have twenty-one (21) days to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), and the Franchising Authority provides the Franchisee with a written explanation regarding such belief, the Franchising Authority may conduct an audit of such payment(s) within twelve (12) months of the payment date. If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid to the Town within thirty (30) days after such audit and recomputation, and the Franchisee shall pay for documented audit costs not to exceed Two Thousand Dollars (\$2,000.00). The Franchisee's responsibility for said reasonable audit costs shall be limited to, and shall not exceed, the amount of any payment discrepancy discovered during such audit. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Franchisee has overpaid, such overpayment shall be credited against the next Franchise Fee payment to the Town, without interest charges of any kind.

Section 8.5---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable state and federal law and regulations. The Franchisee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal Franchise.

Section 8.6---METHOD OF PAYMENT

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

ARTICLE 9

RATES AND CHARGES

Section 9.1---RATE REGULATION

The Town reserves the right to regulate the Franchisee's rates and charges to the extent allowable under State and federal laws.

Section 9.2---NOTIFICATION OF RATES AND CHARGES

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

(b) At the time of initial solicitation or installation of Cable Service, the Franchisee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service.

(c) At least once a year during the term of this Renewal Franchise, the Franchisee shall distribute a written rate brochure to all Bedford Subscribers, which brochure shall contain the lowest cost of Cable Service, clearly listed and displayed.

Section 9.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Franchisee's business office. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 9.4---CREDIT FOR SERVICE INTERRUPTION

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

ARTICLE 10

INSURANCE AND BONDS

Section 10.1---INSURANCE

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

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

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

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

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

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

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

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

Section 10.2---PERFORMANCE BOND

(a) The Franchisee shall maintain, without charge to the Town, throughout the term of the Renewal

Franchise a faithful performance bond running to the Town, with good and sufficient surety franchised to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal Franchise.

(b) The performance bond shall be effective throughout the term of this Renewal Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any one or more provisions of this Renewal Franchise, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Sections 12.1 and 12.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal Franchise, and thereafter until the Franchisee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal Franchise or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$50,000.00 required coverage herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Franchisee under the Renewal Franchise.

Section 10.3---REPORTING

Within forty-five (45) days of the Execution Date of this Renewal Franchise, the Franchisee shall submit to the Franchising Authority, or its designee, copies of all current certificates regarding (i) all insurance policies and (ii) the performance bond required herein. In the event that any coverage required herein changes or is otherwise revised by the Franchisee and/or its agents, the Franchisee shall submit updated copies of all current certificates regarding (i) all insurance policies and (ii) the performance bond required herein to the Franchising Authority.

Section 10.4---INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees. The Franchising Authority shall give the Franchisee timely notice of all claims for damage(s) that it receives due to the actions of the Franchisee. In consideration of the Franchisee's obligation to indemnify the Town as aforesaid, the Town agrees that it will, on request, surrender to the Franchisee, the defense of any claim for damages which the Town claims a right to indemnification hereunder. The Franchisee shall then have the right to defend such claim and may employ attorneys of its own selection, at its sole cost and expense, to investigate, negotiate, settle or litigate any such claim or suit. The Town agrees to cooperate fully in any such process. Any settlement requiring Town remuneration must be with the advance, written consent of the Franchising Authority, which shall not be unreasonably

denied, or at the Franchisee's sole cost and expense.

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

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

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Franchising Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 11

ADMINISTRATION AND REGULATION

Section 11.1---REGULATORY AUTHORITY

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

Section 11.2---PERFORMANCE EVALUATION HEARINGS

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

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

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Franchising Authority may issue a written report with respect to Renewal Franchise compliance and any other Renewal Franchise-related matters, 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 the provisions of this Renewal Franchise, the Franchisee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 infra.

Section 11.3---NONDISCRIMINATION

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

Section 11.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so without cost to the Town.

Section 11.5---REMOVAL AND RELOCATION

The Franchising Authority shall have the power at any time to order and require the Franchisee to remove or relocate any pole, wire, cable or other structure owned by the Franchisee that is dangerous to life or property. In the event that the Franchisee, after notice, fails or refuses to act within a reasonable time, the Franchising Authority shall have the power to remove or relocate the same at the sole cost and expense of the Franchisee. In such event, the Franchisee shall reimburse the Franchising Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 11.6---INSPECTION

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.

Section 11.7---JURISDICTION

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

ARTICLE 12

DETERMINATION OF BREACH
LIQUIDATED DAMAGES-FRANCHISE REVOCATION

Section 12.1---DETERMINATION OF BREACH

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

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

(c) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the initial required thirty (30) day period; and/or (iii) the Franchising Authority is not satisfied with (1) the Franchisee's response pursuant to Section 12.1(a) above and/or (2) the Franchisee's efforts to cure pursuant to Section 12.1(b) above, the Franchising Authority or its designee shall promptly schedule a hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

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

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

- (ii) seek specific performance of any provision in this Renewal Franchise which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 and/or Section 10.3 herein;
- (v) declare the Renewal Franchise to be revoked subject to Section 12.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

Section 12.2---LIQUIDATED DAMAGES

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

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

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

(3) For failure to comply with the PEG Access Channel and remote origination location requirements in Article 7 herein, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(4) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.4 infra, and Exhibit 4 attached hereto, One Hundred Fifty Dollars (\$150.00) per day that any such non-compliance continues.

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

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal Franchise and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Franchising Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 12.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for

said specific breach for such specific period of time only.

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

Section 12.3---REVOCATION OF THE RENEWAL FRANCHISE

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

Section 12.4---TERMINATION

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

Section 12.5---NO WAIVER/NON-EXCLUSIVITY OF REMEDY/ CUMULATIVE REMEDIES

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

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

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

(d) The failure of the Franchising Authority or the Town to take any action in the event of any breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise

affect the right of the Franchising Authority or the Town to take any action permitted by this Renewal Franchise at any other time in the event that such breach has not been cured, or with respect to any other breach by the Franchisee.

ARTICLE 13

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1---TELEPHONE ACCESS

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

(b) The Franchisee's main customer service center shall have a publicly listed toll-free telephone number for its Bedford Subscribers, unless required otherwise to be a local telephone number by applicable law.

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

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

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

Section 13.2---CUSTOMER SERVICE CALL CENTERS

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

(b) In the event that the Franchisee does not operate its customer service call center access lines twenty-four (24) hours a day, seven (7) days a week, the Franchisee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Franchisee. Said answering service shall (i) forward all inquiries and/or Complaints to the Franchisee the morning of the next business day and (ii) inform each

Subscriber calling that his or her Complaint will be referred to the Franchisee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Franchisee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 13.3---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

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

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

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

(d) The Franchisee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an outage as described in Section 13.3(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 fifteen (15) days of receiving a request from a Subscriber to do so.

Section 13.4---FCC CUSTOMER SERVICE OBLIGATIONS

The Franchisee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 4**.

Section 13.5---BUSINESS PRACTICE STANDARDS

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

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

Section 13.6---COMPLAINT RESOLUTION PROCEDURES

- (a) The Franchisee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:
 - (i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10) business days after receiving such request, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.
 - (ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Franchising Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal Franchise and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Franchisee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.
- (c) Notwithstanding the foregoing, if the Franchising Authority or its designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Franchisee.

Section 13.7---REMOTE CONTROL DEVICES

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

Section 13.8---EMPLOYEE IDENTIFICATION CARDS

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

Section 13.9---PROTECTION OF SUBSCRIBER PRIVACY

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

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

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

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

Section 13.10---PRIVACY WRITTEN NOTICE

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

Section 13.11---MONITORING

(a) Neither the Franchisee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal,

input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User unless legally authorized or ordered to do so by a court of law or other legal authority; provided, however, that the Franchisee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. Unless legally prohibited or ordered not to do so by a court of law or other legal authority, the Franchisee shall report to the affected parties and the Franchising Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Franchisee.

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

Section 13.12---DISTRIBUTION OF SUBSCRIBER INFORMATION

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

Section 13.13---POLLING BY CABLE

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

Section 13.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

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

Section 13.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

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

Section 13.16---PRIVACY STANDARDS REVIEW

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

ARTICLE 14

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1---GENERAL

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

(b) If the Franchisee believes that the documentation requested by the Franchising Authority involves proprietary information, then the Franchisee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Franchisee's claim of a proprietary interest.

Section 14.2---FINANCIAL REPORTS

(a) Upon written request, the Franchisee shall furnish the Franchising Authority and/or its designee(s) any reports required by State and/or federal law.

Section 14.3---CABLE SYSTEM INFORMATION

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

Section 14.4---IN-HOUSE TELEPHONE REPORTS

To establish the Franchisee's compliance with Sections 13.1 and 13.4 herein, the Franchisee shall provide, upon the written request of the Franchising Authority, with a report of telephone traffic generated from an in-house automated call-accounting or call-tracking system.

Section 14.5---ANNUAL PERFORMANCE TESTS

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

Section 14.6---QUALITY OF SERVICE

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

Section 14.7---DUAL FILINGS

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

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

Section 14.8---ADDITIONAL INFORMATION

At any time during the term of the Renewal Franchise, upon the reasonable request of the Franchising Authority, the Franchisee shall not unreasonably deny any requests for further information which may be required to establish the Franchisee's compliance with its obligations pursuant to the Renewal Franchise and subject to Section 13.1 supra.

Section 14.9---INVESTIGATION

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

ARTICLE 15
EMPLOYMENT

Section 15.1---EQUAL EMPLOYMENT OPPORTUNITY

The Franchisee shall be an Equal Opportunity/Affirmative Action Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, the Franchisee shall file an Equal Opportunity/Affirmative Action Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment/Affirmative Action Opportunities.

Section 15.2---NON-DISCRIMINATION

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

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1---ENTIRE AGREEMENT

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

Section 16.2---CAPTIONS

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

Section 16.3---SEPARABILITY

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

Section 16.4---ACTS OR OMISSIONS OF AFFILIATES

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

Section 16.5---RENEWAL FRANCHISE EXHIBITS

The Exhibits to this Renewal Franchise, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal Franchise.

Section 16.6---WARRANTIES

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

(i) The Franchisee is in good standing under the laws of the State;

(ii) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal Franchise, to enter into and legally bind the Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise;

(iii) This Renewal Franchise is enforceable against the Franchisee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There is no action or proceedings pending or threatened against the Franchisee as of the Execution Date of this Renewal Franchise that would interfere with its performance of this Renewal Franchise; and

(v) Pursuant to Section 625(f) of the Cable Act, as of the Execution Date of this Renewal Franchise, the performance of all terms and conditions in this Renewal Franchise is commercially practicable.

Section 16.7---FORCE MAJEURE

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

Section 16.8---REMOVAL OF ANTENNAS

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

Section 16.9---APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to the Town, the Franchisee, and

their respective successors and assignees.

Section 16.10---NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered, or sent by certified mail (postage prepaid) to the Town Council, Town of Bedford, Town Offices, 24 North Amherst Road, Bedford, New Hampshire 03110-5400, or such other address as the Franchising Authority may specify in writing to the Franchisee, with a copy of such notice to the Town Counsel at the address above or such other address as the Franchising Authority may specify in writing to the Franchisee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to the Director of Government Affairs, Comcast of Maine/New Hampshire, Inc., 4 Lyberty Way, Westford, MA 01886, with a copy to the following addresses:

Comcast
676 Island Pond Road
Manchester, NH 03109
Attn: Regional Director of Gov't Affairs

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

or such other address as the Franchisee may specify in writing to the Franchising Authority, with a copy of such notice to the Franchisee's Legal Department at the same address. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

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

(d) Subject to subsection (c) above, all required notices shall be in writing.

Section 16.11---NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

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

Section 16.12---COST OF PUBLICATION

The Franchisee shall assume all costs of publication, printing and distribution of this Renewal Franchise for the use of, and at the request of, the Franchising Authority, up to a limit of twenty-

five (25) copies.

Section 16.13---TOWN'S RIGHT OF INTERVENTION

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

Section 16.14---TERM

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

EXHIBITS

DIGITAL Channel Line-up

Digital Classic

- 210 National Geographic Channel
- 211 style
- 212 Independent Film Channel
- 216 G4
- 221 Discovery Kids
- 223 Noggin
- 228 Discovery Health
- 227 The Science Channel
- 229 Trinity Broadcast Network
- 235 NBC
- 238 The Word Network
- 238 EWTN
- 241 BBC America
- 249 WeatherScan Local
- 248 ESPNNews

Digital Plus

- 201 Sundance
- 203 Encore Action
- 204 Encore Love Stories
- 205 Encore Mysteries
- 208 Encore True Stories
- 207 Encore Westerns
- 220 NickToons
- 222 Toon Disney
- 224 Nick GAS
- 225 WAMI
- 230 The Health Network
- 231 Inspirational Life
- 233 Discovery Home & Leisure
- 239 Fine Living
- 240 Do It Yourself Network
- 242 History International
- 243 Biography Channel
- 252 Discovery Times
- 253 Discovery Wings
- 270 Lifetime Movie Network
- 272 MTV Hits
- 273 MTV2
- 275 VH-1 Soul
- 278 VH-1 Country
- 277 VH-1 Classic
- 278 Great American Country
- 280 Encore

Digital Premier Pack

- 213 Turner Classic Movies
- 210 Oxygen
- 217 Catlevision
- 218 Wisdom
- 244 tech tv
- 248 Bloomberg
- 250 The Speed Channel
- 251 International Channel
- 259 Outdoor Channel
- 258 Fox Sports World
- 271 fusa
- 274 BET on Jazz
- 278 Fox Movies FXM

Digital Premium Channels

- 301 HBO
- 302 HBO2
- 303 HBO Signature
- 304 HBO Family
- 308 HBO Comedy
- 308 HBO Zone
- 307 HBO Latino
- 321 STARZ
- 322 STARZ Theater
- 323 Black Starz
- 324 STARZ Family
- 325 STARZ Cinema
- 341 Cinema
- 342 MoreMAX
- 343 ActionMAX
- 344 ThrillerMAX
- 381 Showtime
- 382 Showtime Too
- 383 Showtime Showcase
- 384 Showtime Extreme
- 385 Showtime Beyond
- 366 Flx
- 381 The Movie Channel
- 382 TMC:ira

High Definition Programming*

- 802 WGBH PBS (Boston)**
- 805 WCVB ABC (Boston)**
- 807 WHDH NBC (Boston)**
- 825 WFXT FOX (Boston)**
- 849 ESPN HD***
- 870 HBO HD**
- 872 Showtime HD**
- 881 NH-D**
- 882 NH-D/ESPN HD**

Pay-Per-View

- 401-414 Pay-Per-View
- 423-430 Pay-Per-View
- 439 Hot Choice
- 451 Playboy
- 492 Spice
- 453 Playboy Español
- 497 The Hot Network
- 459 The Hot Zone

International Channels

- 701 Zee TV
- 702 Zhong Tian
- 703 RTN
- Canales Selecto Package**
- 704 Supercanal
- 705 TVE Internacional
- 706 Discovery en Español
- 707 Che Latino
- 708 Fox Sports en Español
- 709 CNN en Español
- 710 Toon Disney en Español
- 711 MTV Español
- 712 VH Uno

Digital Music

- 901 Showcase
- 902 Today's Country
- 902 Classic Country
- 904 Americana
- 909 Bluegrass
- 906 R & B and Hip-Hop
- 907 Classic R & B
- 908 Smooth R & B
- 909 Rap
- 910 Metal
- 911 Rock
- 912 Power Rock
- 913 Classic Rock
- 914 Alternative Rock
- 919 Electronica
- 918 Dance
- 917 Progressive
- 918 Soft Rock
- 919 Hit List
- 920 Party Favorites
- 921 80's
- 922 New Wave
- 923 70's
- 924 Solid Gold Oldies
- 925 Singers and Standards
- 928 Big Band and Swing
- 927 Easy Listening
- 928 Smooth Jazz
- 929 Jazz
- 930 Blues
- 931 Reggae
- 932 Soundscapes
- 933 Classical Masterpieces
- 934 Opera
- 935 Light Classical
- 936 Show Tunes
- 937 Contemporary Christian
- 938 Gospel
- 939 For Kids Only
- 940 Sounds of the Seasons
- 941 Musica Latina
- 942 Salsa Merengue
- 943 Rock 'n' Español
- 944 Latin Love Songs
- 945 Mexicana

Sports Pay-Per-View

- 600 NBA.com
- 601-611 NBA 1-11
- 621-630 MLB-NHL Game

999 Customer Education

ANALOG Channel Line-up*

- 2 WGBH-2 (PBS)
- 3 CN8
- 4 WBZ-4 (CBS)
- 5 WCVB-5 (ABC)
- 6 CKSH-9 (Canadian)
- 7 WHDH-7 (NBC)
- 8 WULM-56 (WB)
- 9 WWDP-46 (Shop NBC)
- 10 New England
Cable News
- 11 WENH-11 (PBS)
- 12 WMUR-9 (ABC)
- 13 WFXT-25 (FOX)
- 14 WBSK-38 (UPN)
- 15 WNBH-21 (PAX)
- 16 Access Channel
- 17 WUN-27 (IND)
- 18 WNDS-50 (IND)
- 19 WNEU-60 (Telemundo)
- 20 WMFP-62 (IND)
- 21 WUTF-66 (Telefuturo)
- 224 Disney Channel
- Nickelodeon
- ABC Family Channel
- Court TV
- MTV
- VH-1
- FX
- TBS
- Home & Garden TV
- TNT
- E! Entertainment
- USA Network
- Lifetime Television
- A&E
- The Learning Channel
- Discovery Channel
- MSNBC
- Fox News
- CNN
- CNN Headline News
- C-SPAN
- C-SPAN2
- CNBC
- The Weather Channel
- ESPN Classic
- ESPN
- ESPN2
- NESN
- Fox Sports Net
- Bravo
- Food Network
- Spike TV
- EWTN/NSP
- Women's Entertainment
- AMC
- Cartoon Network
- Comedy Central
- Sci-Fi Channel
- Animal Planet
- TV Land
- Outdoor Life
- History Channel
- Travel Channel
- Game Show Network
Leased Access
- The Golf Channel
- 70 HSN
- QVC
- 72 HBO
- 75 Cinemax
- 76 STARZ
- 77 Encore
- 78 IN DEMAND PPV
- 79 The Movie Channel
- Product Information
Network
- 96 WYDN-48 (Daystar)
- 99 Showtime

* Subject to availability.

- Basic Service
- Expanded Basic Service
- Premium
- Pay-Per-View

Auburn, Bedford, Candia, Hooksett 01/04

* High-Definition (HD) channels, including local broadcast signals, are subject to availability. A High-Definition (HD) television set (not provided), cable box and remote control are required. A High-Definition or Digital Cable box is required to receive Digital Cable channels. Digital Channel selections are in addition to your regular channel selections.
 ** HD local broadcast signals are included with Basic Service subscription and HD cable box (see equipment pricing).
 *** Minimum digital service level required in order to receive this channel.

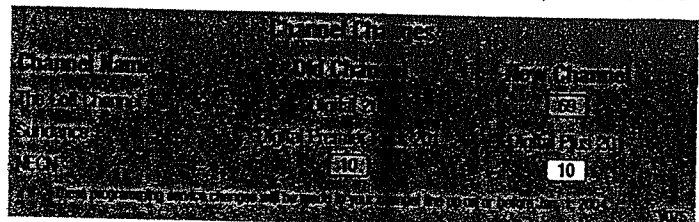


EXHIBIT 1

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Franchisee shall provide the following broad categories of Programming:

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

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

(See Attached)

EXHIBIT 2

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

In accordance with Section 6.7, the following public buildings and public schools shall receive the following Drops and/or Outlets and monthly Service at no charge:

BEDFORD	ACCESS PROVIDER STUDIO	10 MEETINGHOUSE RD
BEDFORD	DUMP	CHUBBUCK RD
BEDFORD	LIBRARY	3 MEETINGHOUSE RD
BEDFORD	POLICE DEPARTMENT	BEDFORD CENTER ROAD
BEDFORD	SCHOOL UNION, SUP	COUNTY ROAD
BEDFORD	MCKELVIE SCHOOL	108 LIBERTY HILL ROAD
BEDFORD	MEMORIAL SCHOOL	55 OLD BEDFORD ROAD
BEDFORD	RIDDLE BROOK SCHOOL	230 NEW BOSTON ROAD
BEDFORD	SAU 25 OFFICE	103 COUNTY ROAD
BEDFORD	WOODBURY SCHOOL	180 COUNTY ROAD
BEDFORD	TOWN HALL	24 N AMHERST ROAD

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

EXHIBIT 3

**GROSS ANNUAL REVENUES REPORTING FORM
TOWN OF BEDFORD, NEW HAMPSHIRE**

OPERATOR: Comcast of Maine/New Hampshire, Inc.

Totals By Subscriber 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 Subscriber Non Service:

Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Franchise Fees	\$ [enter amount]
Less Bad Debt/ Add subsequently paid Bad Debt	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue \$ [enter total]

Franchise Fee (3%) & Franchise Fee (1%) \$ [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 4

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

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

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

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

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

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

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

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

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

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

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

(B) After normal business hours, the access line may be answered by

a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

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

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

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

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

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

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

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

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

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

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

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

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and Complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written Complaint from a subscriber within 30 days.

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

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

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

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

(4) Definitions--

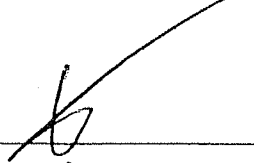
(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

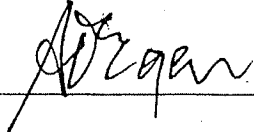
(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power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


SIGNATURE PAGE

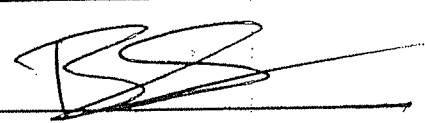
In Witness Whereof, this Renewal Franchise is hereby issued by the Town Council of the Town of Bedford, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Maine/New Hampshire, Inc.

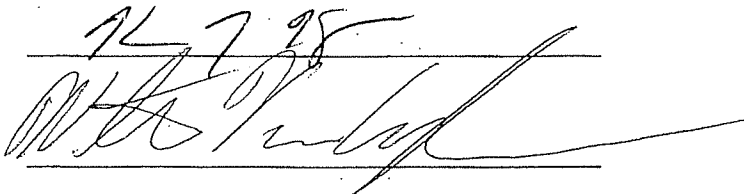
The Town of Bedford, New Hampshire







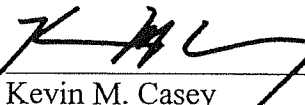




BY: The Bedford Town Council

DATED: November 19, 2003

Comcast of Maine/New Hampshire, Inc.



Kevin M. Casey
Senior Vice President
New England Region

Date: December 5, 2003