

CABLE FRANCHISE AGREEMENT

BETWEEN THE

TOWNSHIP OF LOWER MERION

AND

COMCAST OF LOWER MERION, LLC

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the 16th day of APRIL, 2014 (hereinafter referred to as the "Effective Date") by and between the Lower Merion Township, a First Class Township located in Montgomery County, Pennsylvania (hereinafter referred to as the "Township") and Comcast of Lower Merion, LLC (hereinafter referred to as "Comcast").

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any future amendments thereto (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a Cable Franchise Agreement with an effective date of November 9, 1999, and such franchise expired on November 8, 2011; and

WHEREAS, Comcast has requested that the Township renew Comcast's franchise to maintain, construct, operate, and upgrade its Cable System over, under and along the aforesaid rights-of-ways for use by the Township's residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the Township and held in trust on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of customer service, encourage the maintenance of a technologically advanced Cable System, receive franchise fees for Comcast's use of the Township's rights-of-ways as provided by federal law, preserve and enhance the use of public, educational and governmental access channels, establish certain reporting requirements, acquire certain complimentary services, and provide for the current and future cable-related needs of its residents; and

WHEREAS, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and

identifying the Township's future cable-related community needs; and

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Comcast agree as follows:

SECTION 1 **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals and any Public, Educational, and Governmental ("PEG") access channel.

(c) Board of Commissioners – the Board of Commissioners of the Township of Lower Merion, Pennsylvania.

(d) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(e) Cable Ordinance – Chapter 140, Article II of the Lower Merion Township Code of Ordinances, entitled "Cable Television Franchises" as it may, from time to time, be amended.

(f) Cable Service or 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 service.

(g) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

(h) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(i) Communications Act – The federal Communications Act of 1934, as amended and as it may, from time to time, be amended.

(j) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with any aspect of Comcast's Cable Service or the operation of its Cable System.

(k) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(l) Educational Access Channel - An access channel in which the programming on the channel is educational in nature.

(m) FCC - Federal Communications Commission.

(n) Franchise - The right granted by the Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement and in the Township's Cable Ordinance.

(o) Government Access Channel - An access channel in which the programming on the channel is governmental in nature and the Township is the primary programmer of the channel.

(p) Gross Revenues - All revenue received directly or indirectly by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services calculated in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any cable service tier other than Basic Service;
- (3) fees charged for premium cable services;
- (4) fees charged to Subscribers for any optional, per-channel or per-program Services;
- (5) revenue from the provision of any other Cable Services;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Video Programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for Service calls;
- (9) fees for leased access channels;
- (10) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (11) rental or sales of any and all subscriber equipment, including converters and remote control devices;
- (12) studio rental, production equipment and personnel fees;
- (13) any and all locally-derived advertising revenues;
- (14) revenues or commissions from locally-derived home shopping channels;
- (15) revenue from interactive Cable Service;
- (16) fees for any and all music services;
- (17) late payment fees;
- (18) NSF check charges;
- (19) franchise fees; and
- (20) Cable Service whole house maintenance fees

Gross Revenues shall not include bad debts, investment income, program launch fees, refundable deposits, sales of capital assets, or any taxes on services furnished by Comcast and imposed directly upon any Subscriber or user by the Township, state, federal or other governmental unit.

(q) Multiple Dwelling Units or MDU's - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(r) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(s) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

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

(u) PEG Channel(s) - Any access channel, or portion thereof, designated for Public Access, Educational Access or Government Access purposes or otherwise made available to transmit access programming.

(v) Public Access Channel - An access channel in which residents of the Township are the primary programmers of the channel.

(w) Public Rights-of-Way - The surface and the area across, in over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township. Public Rights-of-Way do not include the airwaves above a right-of-way with regards to cellular or other non-wire communications or broadcast services.

(x) Programming or Video Programming - Programming provided by, or generally considered comparable to video programming provided by a television broadcast station.

(y) Service Interruption - The loss of picture or sound on one or more channels on the Cable System or the degradation of the picture and/or sound quality on such channel(s) to the extent that the Subscriber is unable to receive a signal of reasonable quality.

(z) State – The Commonwealth of Pennsylvania.

(aa) Subscriber - A person or entity that contracts with Comcast for, and lawfully receives, the Video Programming and Cable Services distributed by the Cable System, including persons or entities that receive Cable Service without charge and/or on a complimentary basis according to the terms and conditions of this Agreement.

(bb) Township – The Township of Lower Merion, Pennsylvania.

SECTION 2 **GRANT OF FRANCHISE**

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable Franchise to Comcast, authorizing and permitting Comcast to construct, operate, and maintain a Cable System in the Township's Public Rights-of-Way.

Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law.

Notwithstanding this authority, Comcast shall obtain all necessary government permits for occupying or disturbing any public places and/or rights-of-way in accordance with Section 4.4 herein.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of twelve (12) years commencing on the Effective Date and expiring on _____, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant other franchises to construct, operate or maintain a Cable System or for any other purpose.

2.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

2.5 NO WAIVER OF RIGHTS

(a) No course of dealing between the Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

(b) No course of dealing between the Township and Comcast, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Township in contravention of such rights, except to the extent expressly waived in writing by Comcast.

2.6 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAW

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and general local laws and regulations. Without waiving any of its powers, the Township agrees that, to the extent any terms of this Agreement are inconsistent with the terms of any Township cable franchise ordinances existing as of the Effective Date, this Agreement shall control.

2.7 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Township reserves the right to grant one or more additional Franchises to construct, operate, and maintain a Cable System within the Township.

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township grants a subsequent Franchise that, when taken as a whole upon

consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If the Township agrees with Comcast that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into discussions in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall notify Comcast in writing of the submission of the application.

SECTION 3 **COMPENSATION TO THE TOWNSHIP**

3.1 FRANCHISE FEES

Comcast shall pay to the Township franchise fees in an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. Such franchise fees are compensation to the Township for Comcast's use of the Public Rights-of-Way as provided by federal law. Comcast shall not deduct or otherwise credit against the franchise fee any tax, fee or assessment of general applicability. The Township may amend the franchise fee upon ninety (90) days written notice to Comcast provided that the franchise fee may not exceed the maximum percentage permitted by law.

3.2 QUARTERLY PAYMENTS

Franchise fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made no later than forty-five (45) days following the end of the first three calendar quarters and sixty (60) days following the end of the year. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and the last day of February (for the fourth quarter). In the event that any franchise fee payment is not made on or before the date by which it is due, then interest shall be added at the annual rate of six percent (6%) of the amount of franchise fee revenue due to the Township. The interest rate shall be applied as described from the date such franchise fee payment was originally due. No acceptance of any payment shall be

construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement.

3.3 QUARTERLY REPORTS

For each franchise fee payment, Comcast shall provide, within thirty (30) days of such payment, a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and a brief report showing the basis for computation of fees. Specifically, the report shall contain a line item for every source of revenue received and the amount of revenue received from each source. The report shall be certified by a financial representative of Comcast.

3.4 AUDITS

No more than once every three (3) years, upon thirty (30) days prior written notice, the Township shall have the right to conduct an independent audit or franchise fee review of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues in accordance with generally accepted accounting principles. Any such franchise fee audit or review shall occur within sixty (60) months from the date the Township receives such payment, after which period any such payment shall be considered final. Upon written request, Comcast shall provide the Township with copies of financial records related to the franchise fee audit or review. Such records shall also be kept or made available to the Township at the notice location for Comcast specified in Section 14.3 below. If the audit or franchise fee review shows that franchise fees have been underpaid, then Comcast shall pay the underpaid amount plus monetary fines of ten percent (10%) of the underpayment within sixty (60) days following written notice from the Township of the underpayment. If franchise fees have been underpaid by five percent (5%) or more, then Comcast shall also pay the cost of the audit or franchise fee review up to three thousand dollars (\$3,000) of documented out-of-pocket costs.

3.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this Section or in this Agreement shall be construed to limit the authority of the Township to impose any tax, fee or assessment of general applicability in accordance to Section 622 (h) of the Cable Act. Such taxes, fees or assessments shall be in addition to franchise fees.

3.6 BUNDLED SERVICES

If Cable Services subject to the franchise fee required under this Section are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, the franchise fee shall be applied to the retail price of the Cable Services in the bundle reduced by no more than a proportionate share of the overall discount; provided, however, except it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value.

SECTION 4 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

4.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to provide one-way and two-way Cable Services for all programming services throughout all parts of the Township where the density requirements of Section 4.2 are met. The video programming signals provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the generally applicable laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the Township. The Cable System shall be installed and located so as not to interfere with the rights and convenience of property owners and the use of the Public Rights-of-Way.

(b) Stand-by power at the headend(s) and at the node(s) shall be provided in the event of a service interruption. Stand-by power at the headend(s) shall be provided for a minimum of eight (8) hours in such an event. The power supplies serving the nodes shall be capable of providing power in the event of an electrical outage. Stand-by power must activate automatically upon the failure of commercial utility power.

4.2 AREA TO BE SERVED

(a) Comcast shall offer Cable Service to all residential dwellings in the Township and may make Cable Service available to businesses in the Township provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a) (2) of the Cable Act. Comcast shall extend the Cable System into all areas within the Township where

there is a minimum of thirty (30) dwelling units per linear plant mile of cable, calculated from the end of the nearest trunk line and fifty (50) dwelling units per underground mile of cable, calculated from the end of the nearest trunk line. Comcast shall complete said extensions within three (3) months of notification to Comcast by the Township that an area has met the minimum density standard set forth herein. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance of the cable plant shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet aerial distance or that requires an underground installation, Comcast shall extend Cable Service at a rate not to exceed Comcast's actual cost of installation from its main distribution system.

(c) Comcast shall install, at its own cost and expense, cables or other Cable System facilities underground wherever all existing utilities are installed underground, or where statute or ordinance requires utilities to be placed underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Previously installed aerial cable shall be placed underground in concert with other utilities pursuant to the general ordinances of the Township or applicable law provided that the Township imposes such requirement on all similarly situated entities. Placing facilities underground does not preclude the use of ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or similar facilities.

(d) Comcast shall adhere to all building and zoning codes currently or hereafter in effect. Comcast shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property. In the event of such interference, the Township may require the removal and relocation of Comcast's lines, cables and other appurtenances from the property in question at no cost to the Township.

4.3 SERVICE TO MULTIPLE DWELLING UNITS

Comcast and the Township hereto acknowledge and agree that installation and provision of Cable Service to Multi-Dwelling Units ("MDU's") are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, applicable FCC regulations, the

Pennsylvania Landlord-Tenant Act, as amended, and the applicable provisions of 68 P.S. § 250.501-B *et seq.*

4.4 PERMITS

Comcast shall apply to the Township for all generally required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld. Comcast shall pay any and all required permit fees. No permit shall be required for Cable Service drops for individual Subscribers, servicing or installation of a single pedestal, or other routine facility maintenance and replacements that does not disturb surface grade or impact vehicular traffic, subject to the requirements the Township Code.

4.5 REPAIRS AND RESTORATION

(a) Whenever Comcast or any agent, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance -- weather permitting -- and further subject to the satisfaction of the Township for purposes of code enforcement. Upon failure of Comcast to comply within the time specified, and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days -- weather permitting. Comcast shall ensure adherence to all construction codes currently or hereafter in effect.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be thoroughly trained in the use of all equipment and the safe operation of vehicles. Comcast's operation, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected regularly in accordance with such

applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g., the emergency phone number for the North American Numbering Plan (NANP) 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. It shall notify the Pennsylvania One Call System and adhere to any additional requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in accordance with the safety standards of the applicable federal, state and local laws.

(g) Comcast shall notify property owners adjacent to the Public Rights-of-Way of impending construction that requires a permit in the manner required by the general provisions of the Township Code.

4.6 SYSTEM MONITORING

Upon completion of any construction, Comcast shall conduct periodic signal monitoring in accordance with the technical requirements of the FCC. Such capability shall enable Comcast to monitor the signal quality of all channels delivered on the Cable System pursuant to FCC regulations (47 C.F.R. §76.1803).

4.7 SERVICE AREA MAPS

Comcast shall provide to the Township for its exclusive use and shall maintain at its local offices a complete set of Comcast service area maps of the Township on which shall be shown those areas in which its facilities exist and the

location of all streets. The maps shall be provided to the Township in hardcopy and, if requested and available, also in an electronic GIS format. The maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Comcast shall provide the Township with updated maps within thirty (30) days after any written request by the Township.

4.8 BUILDING MOVES

In accordance with applicable laws, Comcast shall, upon the request of any person holding a building moving permit issued by the Township, temporarily raise or lower its wires to permit the moving of the building. Comcast shall be given at least thirty (30) days advance written notice to arrange for such temporary wire changes. If the building to be moved is owned or operated by the Township, Comcast shall raise or lower its wires at no cost to the Township.

4.9 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

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

4.10 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

4.11 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim or prune trees upon and overhanging the Public Rights-of-Way but only to the extent necessary to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations. Comcast shall reasonably compensate the Township or other property owner for any damages caused by such tree trimming. Comcast shall be treated the same as other similarly situated entities with regard to tree trimming.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and maintenance of its equipment, it shall apply to the Township for permission, and if permission is granted, cut down and remove such tree(s) consistent with applicable laws and regulations, including Chapter 128 of the Township Code.

4.12 NON-DISCRIMINATION

Comcast shall not discriminate between or among any individuals in the availability of Cable Service based upon income in accordance with 47 U.S.C. § 541(a) (3) or based upon race or ethnicity.

SECTION 5 **CABLE SYSTEM SPECIFICATIONS AND SYSTEM TESTS**

5.1 CABLE SYSTEM SPECIFICATIONS

(a) The parties understand and agree that Comcast has designed, constructed and shall maintain a Cable System covering the Township that utilizes fiber optic backbone connections from headend to hubs, hubs to hubs, and hubs to nodes. This Cable System has been built for analog and digital television standards with the capability of no fewer than one hundred fifty (150) video channels received for digital transmission and a sufficient portion of said bandwidth capable of delivering reliable two-way Cable Services. The Cable System shall be capable of providing high-definition video signals, video-on-demand and other interactive services.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild,

upgrade, redesign, or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 5.1(a) herein above.

5.2 SYSTEM TESTS AND INSPECTIONS

Comcast shall conduct the required system tests as follows:

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed, and operated in a manner that fully complies with FCC technical standards, Subpart K, 47 C.F.R. §§ 76.601 – 76.617, as amended.

(b) In accordance with FCC Technical standards, Comcast shall conduct complete performance tests of its Cable System at least twice each calendar year at intervals not to exceed seven months. The performance tests shall be directed at determining the extent to which the system complies with technical standards set forth in 47 C.F.R. § 76.605(a) regarding the transmission and reception capabilities of cable signals.

(c) In accordance with 47 C.F.R. § 76.614, Comcast shall maintain performance test records on file for a period of two (2) years. Such records shall be made available to authorized representatives of the Township upon thirty (30) days' written request.

(d) In the event a proof-of-performance test reveals substandard performance readings, additional tests may be required by the Township until compliance with the technical standards is secured. Prior to requiring any additional testing pursuant to 47 C.F.R. § 76.601, the Township shall notify Comcast in writing. The cable operator will then be allowed thirty (30) days to come into compliance and correct any perceived signal quality problems.

(e) The rights and obligations of the Township and Comcast under this Section shall at all times be subject to applicable federal law and FCC regulation.

5.3 EMERGENCY ALERT SYSTEM

Comcast shall comply with all emergency or disaster notification requirements in accordance with the Emergency Alert System (“EAS”) requirements of the FCC contained in 47 C.F.R. Part 11, “FCC Rules and Regulations, Emergency Alert System (EAS)” and cooperate with the Township in the formulation of an emergency alert plan to the extent required by federal and state law.

SECTION 6
CUSTOMER SERVICE STANDARDS

6.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast shall maintain a customer service center that is conveniently located and at least open during Normal Business Hours.

(b) Comcast shall provide and maintain a local or toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to customer telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(c) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a customer representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.

(d) Under Normal Operating Conditions, the customer shall receive a busy signal less than three (3) percent of the time.

(e) Comcast shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Comcast that it must measure its compliance with these requirements for the next ninety (90) days and report to the Township with its results.

6.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall be required to prominently display the Comcast or "Xfinity" logo and/or sufficient markings (such as a magnetic door sign) indicating that the contractor or agent is under contract to Comcast.

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

(c) Upon scheduling of appointments with the customer for installations, service calls and other activities, Comcast shall provide the customer with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours for the express convenience of the customer.

(d) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. The term "Service Interruption" is defined in Section 1 "Definitions" herein above. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the customer.

(e) Comcast may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the customer must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the customer.

6.3 NOTICES

(a) Comcast shall provide written notice to each Subscriber upon initial subscription, at intervals not more than one (1) per year thereafter to each Subscriber, and at any time upon request, regarding each of the following areas (which shall also be referenced on Comcast's website):

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions and information regarding programming carried on the Cable System;

- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and customer complaint procedures;
- (7) Comcast's address, telephone number and office hours; and
- (8) A notice of Subscriber privacy rights as required by federal law.

(b) Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes. Comcast shall not be required to provide prior notice to Subscribers 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, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber.

(c) Comcast shall not charge Subscribers for any cable services that they have not affirmatively requested by name, provided this subsection shall not be construed to limit Comcast's right to restructure services or rates as permitted by applicable law.

(d) In accord with applicable federal law, Comcast shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Comcast during the previous twelve (12) months.

6.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) Comcast shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Comcast. Comcast shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

(c) Comcast shall provide its telephone number and address on Subscribers' bills unless the Township requests in writing to omit such information.

(d) Comcast shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Township upon request.

6.5 CUSTOMER COMPLAINT PROCEDURES

(a) Comcast shall establish clear written procedures for resolving all customer Complaints, which shall include at least the following:

(1) Comcast shall provide the customer with a written response to a written Complaint within thirty (30) days of its receipt by its local business office or customer service location. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(2) If the Township is contacted directly about a customer Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, the time period for Comcast to respond as required by Section 6.5 (a) (1) herein above shall commence. If the Township notifies Comcast in writing, then Comcast shall respond in writing within the time period specified in Section 6.5 (a) (1) herein above.

(3) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(a) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(b) The Subscriber pays all undisputed charges; and

(c) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(b) Comcast shall maintain customer Complaint records, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, and the date of resolution of the

Complaint. In compiling such information, Comcast shall abide by the privacy protection provisions of Section 631 of the Cable Act. Aggregate data based upon these complaints from subscribers shall be made available for inspection by the Township upon request. These records shall be maintained for at least one (1) year (47 C.F.R. § 76.1713).

6.6 DISCONNECTION

(a) Comcast may disconnect or terminate a Subscriber's service for cause:

(1) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(2) If Comcast has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(3) If there is no pending written dispute with Comcast regarding the bill; or

(4) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment; exhibits violent or threatening behavior towards Comcast employees or is engaged in the theft of Cable Service.

6.7 CREDIT FOR SERVICE INTERRUPTIONS

In the event that there is a Service Interruption of all channels to any Subscriber for six (6) or more consecutive hours, and upon subscriber written or credible oral request, it shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

6.8 PRIVACY

(a) Comcast shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. All references to privacy in this Section are subject to the provisions of Public Law 107-56 (October 26, 2001), Uniting and Strengthening

America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, known as the "USA PATRIOT ACT."

(b) Comcast shall be responsible for complying with such 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 and all applicable laws and regulations.

(c) Absent a court order or requirement of federal law, neither Comcast nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, provided, however, that Comcast 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 federal law. Comcast shall report to the affected parties any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Comcast. Comcast shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

(d) Except as permitted by Section 631 of the Cable Act as amended, neither Comcast nor its designee nor its employees shall make available to any third party, including the Township, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Comcast shall notify the Subscriber prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(e) Upon a request by a Subscriber, Comcast shall make available for inspection at a reasonable time and place all personal Subscriber information that Comcast maintains regarding said Subscriber. Comcast shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

(f) Comcast shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, with or without remuneration, except where expressly permitted by law.

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall, at no charge to the Township, provide or maintain one standard installation drop and outlet and the Expanded Basic Service (or equivalent) package, including any end user equipment needed for this Cable Service, to all Township-owned and/or operated facilities, all public and private elementary and secondary (K-12) schools, and all public libraries located in the Township. The Township may relocate or add new facilities during the term of this Agreement to receive such Expanded Basic (or equivalent) package, provided that such facilities meet the qualifications set forth herein.

(b) For the purposes of this Section, the term “school” means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. §6301 *et seq.*, as amended, and does not mean “home schools.”

7.2 PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) CHANNELS

(a) Comcast shall continue to provide to the Township the use of three (3) Public, Educational, and Government (“PEG”) Channels in accordance with Section 611 of the Cable Act as follows:

(1) One (1) dedicated Government Access Channel activated for use by the Township;

(2) One (1) dedicated Educational Access Channel activated for educational programming; and

(3) One (1) dedicated Public Access Channel activated for public access programming provided by the Township or its designee, such as a public access organization, in accordance with applicable law.

(b) Such PEG Channels shall be used for community programming related to public, educational and/or governmental activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local government at work, responding to local needs and bringing local education into the home. The Township shall have complete control over the content, scheduling, administration, and all other programming aspects of the PEG Channels, and may delegate such functions, or a portion of such functions, to an appropriate designee. Comcast shall not exercise any editorial control over PEG Channel programming,

except Comcast may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. Whether operating on an analog or digital format, Comcast shall cablecast all activated PEG Channels so that they may be received by all Comcast Subscribers in the Township.

(c) Comcast shall continue to maintain, at its own cost and expense, the Return Lines for the PEG Channels existing as of the Effective Date of the Agreement at the following locations: 75 East Lancaster Avenue, Ardmore, PA 19003 (Government Access) and 315 East Montgomery Avenue, Ardmore, PA 19003 (Educational Access). Comcast shall construct a Return Line to the Ludington Library, 5 South Bryn Mawr Avenue, Bryn Mawr, PA 19010, to accommodate Public Access within one hundred twenty (120) days of the Effective Date of this Agreement at no cost to the Township. The term "Return Line" as used in this Section refers to the cables, wires, lines, and other signal distribution equipment such that live programming can originate from the selected locations and be distributed via the Cable System to Subscribers in the Township.

(d) Comcast shall be responsible for maintaining the Return Lines to the video origination points of the PEG Channels so long as the Township provides Comcast with access to those locations and access to the PEG Channel equipment within these locations. Comcast shall provide, install and maintain in good working order the equipment necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast reserves the right to pass through costs associated with PEG Access video return line construction and maintenance to Subscribers in accordance with applicable state and federal law.

(e) Within one hundred eighty (180) days of a request by the Township, Comcast shall, at its own cost and expense, relocate one (1) PEG origination site one (1) time during the term of this Agreement as follows: (1) the new location must be located within one hundred twenty-five (125) feet of Comcast's distribution line; (2) Comcast's obligation shall be subject to the same terms and conditions that apply to the original PEG origination site(s) as described in this Section; and (3) the Township shall provide access to the new site at least ninety (90) days prior to the anticipated use of the new PEG origination site. The timeline for relocation of the PEG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(f) Comcast shall use its best efforts to maintain the PEG Channel number assignments existing as of the Effective Date during the term of this Agreement. A PEG access user – whether a public, educational or governmental

user – acquires no property or other interest by virtue of the use of a channel position so designated or use of a particular channel number no matter how long a channel may have been used for such use. Should Comcast change any PEG Channel number assignments, Comcast shall provide the Township with thirty (30) days' advance written notice of such change(s). In the event Comcast deems a change in a PEG Channel number assignment to be necessary, Comcast shall provide the Township with up to Five Thousand Dollars (\$5,000) of reasonable and documented out-of-pocket costs to help rebrand the channel.

(g) Comcast shall maintain the PEG channel(s) in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable System, except that it shall not be responsible for the technical signal quality of programming produced by any PEG channel programmer.

(h) Other than the PEG Access capital support specifically agreed to in this Agreement, Comcast shall not be required to provide any technical or production staff or support, PEG Access programming services, or obtain or provide studio equipment or studio facilities for PEG Access channel programming.

(i) The Township shall require all local producers of the Public Access Channel to agree in writing to defend and hold harmless the Township and Comcast from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal, state or local laws, rules, and/or regulations; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which results from the use of an public access facility or Channel. Such indemnification by local producers shall not include the technical signal quality of the Public Access Channel.

(j) Comcast shall provide at each PEG origination site, one (1) complimentary cable drop and Standard Cable Service (or equivalent), including any end user equipment necessary to allow monitoring of the PEG programming content transmitted over the Cable System.

(k) Interconnection of PEG Transmission Source: For the purposes of PEG Access, Comcast shall use reasonable efforts to allow connection by another cable operator(s) to the site location of any Public, Educational and Governmental access programming studio or transmission source consistent with this Agreement. Such connection may be accomplished by Return Line or other

reasonable method of connection, but it shall be separate and independent from, and not technically reliant upon, Comcast's Cable System.

7.3 PEG CAPITAL GRANT

(a) Comcast shall provide the Township with a monetary grant to be used for PEG Channel capital support for the production of PEG programming. Comcast shall provide a PEG grant in the total amount of Four Hundred Sixty Thousand Dollars (\$460,000) in support of Public, Educational, and Government Access Channel programming to be distributed as follows: Three Hundred Sixty Six Thousand Three Hundred Ten Dollars (\$366,310) for the Government Access Channel, Fifty Thousand Dollars (\$50,000) for the Public Access Channel, and Forty Three Thousand Six Hundred Ninety Dollars (\$43,690) for the Educational Access Channel. All PEG grant funds shall be remitted directly to the Township for all PEG Channels.

(b) The payment schedule for PEG Channel support grants shall be as follows. One-quarter (1/4) of the grants for the three (3) PEG Channels shall be remitted to the Township within ninety (90) days of the Effective Date; one-quarter (1/4) of the grants for the three (3) PEG Channel shall be remitted to the Township within two (2) years of the Effective Date; and the remaining one-half (1/2) of the grants for the three (3) PEG channels shall be remitted to the Township in equal annual payments over the remainder of the term of this Agreement. Such grants shall not be offset against any franchise fees remitted or due to the Township. Comcast and the Township agree that the cost of such grant may be designated as a "cost of franchise requirements" or "external cost" as defined by the FCC. Comcast reserves its right to pass through these costs during the entire term of this Agreement through to Subscribers pursuant to federal law.

SECTION 8 REGULATION BY THE TOWNSHIP

8.1 RIGHT TO INSPECT

(a) The Township shall have the right, upon twenty (20) business days written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 14.3 below, all documents, records and other pertinent information maintained by Comcast which relate to the terms of this Agreement. Such notice shall specifically reference the Section or subsection of the Franchise that is under review, so that Comcast may organize the necessary books and records for appropriate access by the Township.

(b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.1700 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential so long as permitted to do so under applicable law. Representatives and/or agents and/or designees of the Township may be required to execute a non-disclosure agreement prior to the provision by Comcast of confidential information provided such representatives and/or agents and/or designees are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g., system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the Franchise and marked by Comcast as confidential and/or proprietary, the Township shall notify Comcast of such request. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the Franchise (e.g., employee files, tax returns, etc.).

8.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

No more than once every three (3) years, the Township or its representatives may conduct a full compliance review, including possible public hearings, with respect to whether Comcast has complied with the terms and conditions of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such reviews or public hearings. Such notice shall specifically reference the Section(s) or subsection(s) of the Agreement that is under review, so that Comcast may organize the necessary books and records for appropriate review by the Township. Comcast shall not be required to disclose information in violation with Section 8.1, herein above.

8.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from any and all applicable federal, state or local laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

SECTION 9 REPORTING REQUIREMENTS

In addition to the other reporting requirements contained elsewhere in this Agreement, Comcast shall provide the following reports to the Township:

9.1 CUSTOMER COMPLAINT REPORTS

Upon written request, Comcast shall submit to the Township, no later than thirty (30) days after such written request, a report showing the number of Complaints above that required a work order and/or service call, originating from the Township received during the previous twelve-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved, and summary descriptions of the resolutions.

9.2 GOVERNMENT REPORTS

Comcast shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast or any of its Affiliated Entities have submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall provide copies of such documents no later than thirty (30) days after their written request. Comcast shall not claim confidential, privileged or proprietary rights to such documents unless such documents have been determined to be confidential, privileged or proprietary in accordance with the terms and conditions regarding confidentiality as set forth in Section 8.1 (c) of this Agreement.

9.3 FINANCIAL REPORTS

Within thirty (30) days of a written request, Comcast shall submit to the Township its current financial statement, including a statement of income, balance sheet and a statement of sources and applications of funds which shall be verified

by Comcast's Chief Financial Officer in accordance with Generally Accepted Accounting Principles. Submission by Comcast of the most recent U.S. Securities and Exchange Commission Annual Report Form 10-K prepared by Comcast shall be deemed as satisfactory compliance with this Section 9.3.

SECTION 10

FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION

10.1 VIOLATIONS

(a) If the Township has reason to believe that Comcast violated any provision of this Agreement, it shall notify Comcast in writing by certified mail of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the Township does not notify Comcast of any violation of this Agreement, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

(b) Comcast shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. In the event that by nature of the default, such default cannot be cured within such thirty (30) day period, the Township may extend the time period as is necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps in its efforts to cure.

(c) If the violation has not been cured within the time allowed under Section 10.1(b) above, then Comcast may request that the Township schedule a public hearing to provide Comcast with the opportunity to demonstrate that Comcast continues to take reasonable steps to cure. The Township is under no obligation to honor Comcast's request for a public hearing; however any such request shall not be unreasonably denied. If the violation has not been cured within the time allowed under Section 10.1(b) above and, in the Township's judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages and the Township's costs in accordance with Section 10.2 below.

10.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with provisions of this Agreement will result in harm to the Township and because it will be difficult to measure the extent of such harm, the Township may assess liquidated damages against Comcast in the amount of one hundred fifty dollars (\$150.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure

in accordance with Section 10.1(b) supra. Such damages shall not be a substitute for specific performance by Comcast or legal action by the Township, but shall be in addition to such specific performance or action.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation, after which the Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction.

(c) Nothing in this Section shall preclude the Township from exercising any other right or remedy with respect to a violation that continues past the time the Township ceases to assess liquidated damages for such breach.

10.3 PERFORMANCE BOND OR OTHER SECURITY

(a) Comcast shall obtain and maintain, within thirty (30) days of the Effective Date of the Agreement and throughout the term of this Agreement, at its sole cost and expense, security with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The form of this security may, at Comcast's option, be a performance bond, letter of credit, cash deposit, cashier's check or any other security acceptable to the Township. The security shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 10.1 and 10.2 above.

(b) The security shall be in the amount of Thirty-Five Thousand Dollars (\$35,000). Comcast shall not reduce, cancel or materially change said security from the requirement contained herein without the express prior written permission of the Township. Comcast shall replenish the security each time a draw-down occurs so as to retain the full required amount. Within thirty (30) days' of a written request by the Township, Comcast shall confirm in writing that a performance bond or other security remains in place consistent with the provisions of this Section 10.3.

10.4 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in its operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure in accordance with Section 10.1, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 4.1 of this Agreement;

(3) Comcast repeatedly violates, after notice and opportunity to cure in accordance with Section 10.1, one or more of the material terms or conditions of this Agreement.

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control in the reasonable judgment of the Township or for any reason of force majeure as defined in Section 14.1 herein below. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) Should the Township seek to revoke this Franchise, it shall give written notice to Comcast of such intent. The notice shall set forth the specific nature of the noncompliance. Comcast shall have thirty (30) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Township has not received a satisfactory response from Comcast, it may then seek revocation of the Franchise at a public hearing before Board of Commissioners. The Township shall cause to be served upon Comcast, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Agreement.

(d) At the designated public hearing, Comcast shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to request the relevant testimony of the officials, agents, or employees of Township, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses in accordance with the standards of a fair hearing

applicable to administrative hearings in the Commonwealth of Pennsylvania. A complete verbatim record and transcript shall be made of such hearing.

(e) Following the public hearing, Comcast shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Township in writing, and thereafter the Township shall determine: (1) whether a violation subject to revocation has occurred under this Agreement; (2) whether such violation is excusable; and/or (3) whether such violation has been cured by Comcast. The Township shall also determine whether it will revoke the Franchise based on the information presented or, in the discretion of Township, grant additional time to Comcast to affect any cure. If the Township determines that it will revoke the Franchise, the Township shall, within thirty (30) days, provide Comcast with a written determination (via overnight delivery or certified mail – return receipt requested) setting forth Township’s reasoning for such revocation. Comcast may appeal such written determination of the Township to an appropriate court of competent jurisdiction, which shall have the power to review the decision of Township de novo to the extent permitted by law. Comcast shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within the time frame permitted by law.

SECTION 11 **PROGRAMMING**

11.1 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal, state and local law and regulations.

11.2 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall make available to all Subscribers with Basic Service including, but not limited to: (a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; (b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and (c) the Public, Educational, and Governmental channels pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

11.3 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

11.4 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Comcast provided their financial and other obligations to Comcast are honored. Subject to the force majeure provisions in Section 14.1 of this Agreement, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

11.5 PARENTAL CONTROL CAPABILITY

Upon request by any Subscriber, Comcast shall provide such Subscriber with the capability to control the reception of any video and/or audio channel on the Cable System pursuant to Section 641 of the Cable Act.

11.6 TIER BUY THROUGH PROHIBITION

Comcast shall not require Subscribers in the Township to purchase a particular video service tier, other than the Basic Service tier, in order to obtain access to video programming on a per-channel or per-program basis, unless Comcast has been granted a written waiver by the FCC pursuant to Section 623(b)(8)(c) of the Cable Act.

SECTION 12 **LIABILITY AND INDEMNIFICATION**

12.1 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees acting in their official capacities, from any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of or in any way connected to, but not limited to, the construction, installation,

upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities by or for Comcast or any Affiliated Entity. The Township shall give Comcast written notice of its obligation to indemnify and defend the Township within: (a) thirty (30) days of receipt of a claim or action pursuant to this subsection; or (b) within ten (10) days following service of legal process on Township or its designated agent of any action related to this subsection. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties and reasonable attorneys' fees. If the Township determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Township. Comcast shall not indemnify the Township for any damages, liability, or claims resulting solely from acts of willful misconduct, or negligence on the part of the Township, its elected and appointed officials, officers, agents, and employees.

12.2 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage. All policies must be on an "occurrence" basis and not on a "claims made" basis. Comcast's insurance policies shall apply on a primary and non-contributory basis to insurance available to the Township.

(1) Commercial General Liability Insurance per occurrence and in the aggregate in the amount of Three Million Dollars (\$3,000,000) combined single limit for property damage and bodily injury.

(2) Liability Insurance per occurrence and in the aggregate in umbrella form in the amount of Five Million Dollars (\$5,000,000).

(3) Automobile Liability Insurance per occurrence and in the aggregate in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

(4) Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Pennsylvania.

(b) The Township, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 12.2 except for Worker's Compensation Insurance.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section and without

submitting insurance certificates to the Township verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Township with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Each of the required insurance policies shall be with insurance companies qualified to do business in the Commonwealth of Pennsylvania, with an A-minus VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition or a Standard and Poor's rating of at least AA.

(e) Comcast shall deliver to the Township Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement and upon request throughout the term of this Agreement.

SECTION 13 **FRANCHISE TRANSFER AND RENEWAL**

13.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than thirty percent (30%) of its equitable ownership in the Cable System without the prior written consent of the Township.

(d) Comcast shall make written application to the Township of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informal decision on the transfer or

assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(e) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

(f) No such consent shall be required for the following: (1) a transfer to an Affiliated Entity; or (2) a transfer in trust, by mortgage, hypothecation or by assignment to a financial institution or any rights, title, or interest in the franchise or the Cable System in order to secure indebtedness.

13.2 RENEWAL

The Township and Comcast agree that any proceedings or activities that relate to the renewal of Comcast's franchise shall be governed by applicable federal and state law.

SECTION 14 MISCELLANEOUS

14.1 FORCE MAJEURE

If for any reason of force majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections, riots, labor strikes; epidemics; landslides; lightning; earthquakes; fires; severe or unusual weather conditions, hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; the partial or entire failure of utilities, and the unavailability of materials and/or qualified labor.

14.2 REMOVAL OF SYSTEM

(a) Upon lawful denial of renewal or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under,

or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful denial of renewal or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The Township shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the costs related thereto, or transfer ownership of the property to the Township's designee provided fair market value is paid to Comcast.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of denial of renewal, revocation, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by Title VI of the Communications Act of 1934, as amended, or any portion thereof.

14.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be sent to:

Township Manager
Township of Lower Merion
75 E. Lancaster Avenue
Ardmore, PA 19003

The Township may specify any change of address in writing to Comcast. Every notice to be served upon Comcast shall be sent to:

General Manager
Comcast of Lower Merion, LLC
11360 Northeast Avenue
Philadelphia, 19116

With a copy to:

Comcast
North East Division
676 Island Pond Rd
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township. Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

14.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and it shall comply with all applicable federal, state and local laws and regulations regarding equal opportunity employment.

14.5 CAPTIONS

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

14.6 GOVERNING LAW

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Montgomery, or in the United States District Court for the Eastern District of Pennsylvania.

14.7 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Franchise and the Exhibits hereto constitute the entire agreement between the Township and Comcast and supersedes all prior or contemporaneous agreements, representations, or understanding (written or oral) of the parties regarding the subject matter hereof. Any cable ordinances or parts

of such ordinances related to the provision of Cable Services over the Cable System in the Township that conflict with the provisions of this Agreement are superseded by this Agreement.

14.8 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

14.9 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

14.10 COMPLIANCE WITH LAWS

Comcast shall comply with all applicable federal, state and local laws, regulations and ordinances.

14.11 THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

14.12 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. 4020 dated APRIL 16, 2014 of the Lower Merion Township Board of Commissioners.

[REMAINDER OF PAGE INTENTIONALLY BLANK TO SIGNATURE PAGE]

WITNESS our hands and official seals to this Cable Franchise Agreement.

TOWNSHIP OF LOWER MERION

By:  _____

Print: Elizabeth S. Rogan

Title: President

Date: 04-16-2014

COMCAST OF LOWER MERION, LLC

By: _____

Print: _____

Title: _____

Date: _____