

FINAL

**Cable Franchise Agreement by and between
the City of Manassas Park, Virginia and
Comcast of Virginia, LLC**

Approved by the Governing Body of the City of Manassas Park on _____, 2017

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CABLE FRANCHISE AGREEMENT

This **CABLE FRANCHISE AGREEMENT** (this "Agreement") is entered into by and between the City of Manassas Park, Virginia, a body corporate and politic under the applicable laws of the Commonwealth of Virginia (the "City"), and Comcast of Virginia, LLC, a Virginia limited liability company duly organized under the applicable laws of the Commonwealth of Virginia (the "Franchisee").

WHEREAS, the Franchisee currently holds a cable television franchise originally granted by the City on March 2, 1999 to Jones Communications of Virginia, Inc. (the "1999 Franchise"); and

WHEREAS, the Franchisee has requested that the City renew its franchise pursuant to 47 U.S.C. § 526; and

WHEREAS, the City has identified the future cable-related needs and interests of the City and its community, has considered the financial, technical and legal qualifications of the Franchisee, and has determined that the Franchisee's plans for its Cable System (as hereinafter defined) are adequate, following a full public proceeding affording due process to all parties; and

WHEREAS, the City has found the Franchisee to be financially, technically and legally qualified to operate the Cable System; and

WHEREAS, the City has determined that the grant of a nonexclusive franchise to the Franchisee is consistent with the public interest; and

WHEREAS, the City and the Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the City's grant of a franchise to the Franchisee, the Franchisee's promise to provide Cable Services to residents of the Franchise Area pursuant to and consistent with the Communications Act (as hereinafter defined), and pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Agreement.

References in this Article 1 to any federal or state law shall include amendments thereto as may be enacted from time-to-time. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which the Franchisee shall make available to the City without charge for non-commercial educational or governmental use for the transmission of video programming as directed by the City.

1.2. *Affiliate*: In relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.3. *Basic Service or Basic Service Tier*: The Cable Service tier that includes (i) the retransmission of local television broadcast Channels and (ii) the Access Channels.

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

1.5. *Cable Communications Ordinance*: Chapter 7.5 of the City Code, entitled "The City of Manassas Park Cable Television Ordinance."

1.6. *Cable System or System*: As defined in Section 15.2-2108.19 of the Code of Virginia, meaning the Franchisee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service that includes Video Programming and that is provided to multiple Subscribers within the Franchise Area, except that such term shall not include (i) a system that serves fewer than twenty (20) Subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a facility that serves only Subscribers without using any Public Rights-of-Way; (iv) a facility of a common carrier that 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 to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (v) any facilities of any electric utility used solely for operating its electric system; (vi) any portion of a system that serves fewer than fifty (50) Subscribers in any locality, where such portion is a part of a larger system franchised in an adjacent locality; or (vii) an open video system that complies with 47 U.S.C. § 573.

1.7. *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 defined by the Federal Communications Commission by regulation.

1.8. *City*: The City of Manassas Park, Virginia, and its lawful successors, transferees, or assigns.

1.9. *City Code*: The Code of the City of Manassas Park, Virginia.

- 1.10. *Communications Act*: The Communications Act of 1934, as amended.
- 1.11. *FCC*: The United States Federal Communications Commission or successor governmental entity thereto.
- 1.12. *Force Majeure*: An event or events reasonably beyond the ability of the Franchisee to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or Civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions, work delays caused by waiting for other utility providers to service or monitor or provide access to utility poles to which the Franchisee's facilities are attached or to be attached or conduits in which the Franchisee's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.
- 1.13. *Franchise*: The cable franchise granted to the Franchisee by the City pursuant to this Agreement.
- 1.14. *Franchise Area*: The incorporated area of the City and such additional areas as may be included in the corporate limits of the City during the term of this Agreement.
- 1.15. *Franchisee*: Comcast of Virginia, LLC, and its lawful and permitted successors, assigns and transferees.
- 1.16. *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.
- 1.17. *Normal Operating Conditions*: Those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee 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 Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System.
- 1.18. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- 1.19. *PEG*: Public, educational and governmental.
- 1.20. *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 hereafter exist, which are under the

jurisdiction or control of the City. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.21. *Service Interruption:* The loss of picture or sound on one or more Channels.

1.22. *Subscriber:* A Person who lawfully receives Cable Service over the Cable System with the Franchisee's express permission.

1.23. *Title II:* Title II of the Communications Act.

1.24. *Title VI:* Title VI of the Communications Act.

1.25. *Transfer of the Franchise:* As defined in Section 15.2-2108.19 of the Code of Virginia, meaning any transaction in which (i) an ownership or other interest in the Franchisee is transferred, directly or indirectly, from one person or group of persons to another person or group of persons, so that majority control of the Franchisee is transferred; or (ii) the rights and obligations held by the Franchisee under this Agreement are transferred or assigned to another person or group of persons. However, notwithstanding clauses (i) and (ii) of the preceding sentence, a transfer of the cable franchise shall not include (a) transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; (b) transfer of an interest in the Franchisee or the rights held by the Franchisee under this Agreement to the parent of the Franchisee or to another Affiliate of the Franchisee; (c) any action that is the result of a merger of the parent of the Franchisee; (d) any action that is the result of a merger of another Affiliate of the Franchisee; or (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the Franchisee in the Franchisee or the Cable System used to provide Cable Services in order to secure indebtedness.

1.26. *Video Programming:* Programming provided by, or generally considered comparable to, programming provided by a television broadcast station.

2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Communications Act, the City hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement. In accordance with Section 15.2-2108.24 of the Code of Virginia, the City shall not, under the authority of or pursuant to this Agreement or any cable ordinance of general applicability, impose any facility construction or Public Rights-of-Way management requirements on the Franchisee.

2.2. *Term; Acceptance of Franchise by the Franchisee:*

2.2.1. This Agreement shall become effective on December 31, 2017 (the "Effective Date"). The term of the Franchise shall consist of an initial term of five years, beginning on the Effective Date (the "Initial Term"), and, subject to the provisions of Section 2.2.2, one extension (the "Extended Term") of five years. The maximum term of the Franchise shall be ten (10) years from the Effective Date, unless the Franchise is earlier surrendered or revoked as provided herein.

2.2.2. The term shall be extended for the Extended Term upon the mutual consent of the City Council and the Franchisee. The City Council shall base its determination upon the results of a compliance review to be conducted by the City. The compliance review shall consider the degree to which the Franchisee has complied with the requirements of the Franchise. The City shall commence the compliance review no later than eighteen months (18) prior to the end of the Initial Term, and the Franchisee shall cooperate by providing the City with all information requested by the City in connection with such review. The compliance review shall be completed within six (6) months. If the City Council determines that an extension of the Initial Term is warranted, it shall adopt a resolution to that effect, and the extension shall become effective upon its acceptance in writing by the Franchisee. If the Franchisee does not submit such acceptance within thirty (30) days, it shall be deemed to have withheld consent to the extension, and the parties shall continue with renewal proceedings in accordance with 47 U.S.C. § 546 and applicable Virginia law. If the City Council determines that an extension is not warranted, it shall adopt a resolution to that effect, and the parties shall continue with renewal proceedings in accordance with 47 U.S.C. § 546 and applicable Virginia law.

2.2.3. Execution of this Agreement by signature of the Franchisee subsequent to the adoption of this Agreement by the Governing Body of the City of Manassas Park, Virginia shall constitute acceptance of the Franchise by the Franchisee. By executing and accepting this Agreement, the Franchisee acknowledges that it has read and agrees to abide by all terms and conditions of this Agreement.

2.3. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the City reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Agreement.

2.4. *Compliance with Laws:* Notwithstanding any provision to the contrary herein, this Agreement is subject to and shall be governed by all applicable provisions of federal, state, and local law as such may be amended, including but not limited to the Communications Act.

2.5. *No Waiver:*

2.5.1. The failure of the City on one or more occasions to exercise a right or to require compliance or performance under this Agreement, the Communications Act or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.5.2. The failure of the Franchisee on one or more occasions to exercise a right under this Agreement or applicable law, or to require performance under this Agreement, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the City from performance, unless such right or performance has been specifically waived in writing.

2.6. *Construction of Agreement:*

2.6.1. The provisions of this Agreement shall be liberally construed to effectuate their objectives.

2.6.2. Nothing herein shall be construed to limit the scope or applicability of 47 U.S.C. § 545.

2.7. *Competitive Equity:*

2.7.1. The Franchisee and the City Authority acknowledge that there is increasing competition in the video marketplace; that new technologies are emerging that enable the provision of new and advanced services to residents of the Franchise Area; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to residents of the Franchise Area; promote local communications infrastructure investments and economic opportunities in the Franchise Area; and provide flexibility in the event of subsequent changes in the law, the Franchisee and the City have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

2.7.2. Notwithstanding any other provision of this Agreement or any other provision of law, if the City grants a franchise or enters into a comparable form of agreement with another entity providing video programming (“Competing Provider”) to residents of the City, the City shall not make the grant on more favorable or less burdensome terms, when taken as a whole. If such an agreement granting a franchise or similar authorization imposes monetary, free service, right-of-way oversight, build-out, or equipment or facilities provisions (including,

without limitation, provisions for carriage of PEG channels and capital support for such channels) that are more favorable or less burdensome than those imposed by the corresponding terms of this Agreement, then the Franchisee shall have the right to petition for amendments to the Franchise that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: (i) indicate the grant of the competing franchise or similar authorization; (ii) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement place the Franchisee at a competitive disadvantage; and (iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The City shall not unreasonably deny Franchisee's petition, provided that, in determining the reasonableness of the petition, the City may consider any lawful factor, including, without limitation (i) whether the technology or facilities used by the competitor impose any materially different burdens on the streets, sidewalks, alleys and public ways of the City or other property of the City; (ii) the technological characteristics and capabilities of the competitor's system or network; and (iii) whether the competitor offers benefits to the City or to City residents that are in addition to and materially different from those offered by the Franchisee. The City and the Franchisee agree that the offering of competition by the Competing Provider will not be considered a "material benefit" under the terms of this Agreement.

2.7.3. If there is no written agreement or other authorization between the new Competing Provider and the City, the Franchisee shall have a right to petition for amendments to the Franchise that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: (i) indicate the presence of a Competing Provider or Providers; (ii) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; (iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The City shall not unreasonably deny Franchisee's petition, provided that, in determining the reasonableness of the petition, the City may consider any lawful factor, including, without limitation (i) whether the technology or facilities used by the Competing Provider impose any materially different burdens on the streets, sidewalks, alleys and public ways of the City or other property of the City; (ii) the technological characteristics and capabilities of the Competing Provider's system or network; and (iii) whether the Competing Provider offers benefits to the City or to City residents that are in addition to and materially different from those offered by the Franchisee. The City and the Franchisee agree that the offering of competition by the Competing Provider will not be considered a "material benefit" under the terms of this Agreement

2.7.4. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for the Franchisee to provide video services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on the Franchisee, then either party may, at its option, request that this Agreement be

modified to ameliorate the negative effects of the change on such party. If the parties cannot reach agreement on modifications to the Franchise after good faith negotiation, then upon the request of the party requesting the modification, the parties shall submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and both parties shall participate in the arbitration in good faith subject to such rules.

2.8. *Police Powers:* All rights and privileges granted herein are subject to the police powers of the City and its rights under applicable laws and regulations to exercise its governmental powers to their full extent, except where an exercise of such powers, including but not limited to the imposition upon Franchisee of additional obligations not currently set forth in this Agreement, would materially impair the obligations of this Agreement. However, if the exercise of the City's police powers results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modifications shall be in writing. If the parties cannot reach agreement on the above-referenced modification to this Agreement, then the Franchisee may terminate this Agreement without further obligation to the City.

3. **PROVISION OF CABLE SERVICE**

3.1. *Service Area:* The Franchisee shall make Cable Service available to all of the occupied residential dwelling units in the Franchise Area. The Franchisee shall not discriminate between or among any individuals in the availability of Cable Services. In any territory hereafter annexed by the City, Franchisee, after receiving written notice from the City of such annexation, shall make Cable Service available to all occupied residential dwelling units wherever the average density is equal to or greater than thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active Cable System trunk or feeder line. The Franchisee shall connect, at the Franchisee's expense, other than a standard installation charge, all occupied residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines. The Franchisee shall be allowed to recover actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber, from a Subscriber that requests such connection.

3.2. *Cable Service to Municipal Buildings:* The Franchisee shall provide, without charge, one service outlet activated for Basic Service to each fire station, public school, police station, public library, and any other public building as may be designated by the City, as shown on the exhibit attached hereto as Exhibit A and incorporated herein; provided, however, that, with the exception of the Parks and Recreation facility located at 9300 Signal View Drive, Manassas Park, Virginia, 20111 ("Signal Hill Park"), if it is necessary to extend the Franchisee's trunk or feeder lines more than three hundred (300) feet solely to provide service to any such public building, the City shall have the option to either pay the Franchisee's direct costs for such extension in excess of three hundred (300)

feet, or release the Franchisee from the obligation to provide service to such building. Furthermore, the Franchisee shall, with the exception of Signal Hill Park, be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than three hundred (300) feet of drop cable; provided, however, that the Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

3.3. *Continuity of Service:* Except as otherwise set forth in this Agreement, the Franchisee shall make commercially reasonable efforts to provide continuous and uninterrupted Cable Service throughout the Franchise Area during the term of this Agreement.

3.4. *Regulation of Cable Service Rates:* The City acknowledges that, as of the Effective Date, the City has no authority to regulate the rates for Cable Service over the Cable System because the Cable System is subject to effective competition pursuant to 47 U.S.C. § 543.

4. **INSTITUTIONAL NETWORK**

The Franchisee shall continue to provide and maintain the existing institutional network constructed and maintained by the Franchisee pursuant to Section 6(h) of the 1999 Franchise and, with the exception of language in Sections 6(h)(2)(D), 6(h)(2)(J) and 6(h)(2)(K) referencing construction of new sites, shall be subject to the terms and conditions of Section 6(h), which are hereby incorporated by reference. In the event of a relocation of any existing I-Net site, the City will bear the cost of construction. The City shall have the right to use the institutional network to serve the sites listed on Exhibit B for a period of forty-eight (48) months beginning on the Effective Date, at no charge to the City. At the end of such 48-month period, the City shall no longer have the right to use the institutional network, but shall have the option of entering into an agreement with Comcast for the purchase of managed services.

5. **SYSTEM FACILITIES**

5.1. *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

5.1.1. The System shall be designed with an initial analog and digital carrier passband between 50 and 860 MHz.

5.1.2. The System shall be designed to be an active two-way plant for Subscriber interaction, if any, required for selection or use of Cable Service.

5.1.3. Modem design when built, utilizing an architecture that will permit additional improvements necessary for high quality and reliable service throughout

the term of this Agreement.

5.1.4. Protection against outages due to power failures, so that back-up power is rated for at least twenty-four (24) hours at each headend, and conforming to industry standards, but in no event rated for less than four hours, at each power supply site.

5.1.5. Facilities and equipment of good and durable quality, generally used in high-quality, reliable, systems of similar design.

5.1.6. Facilities and equipment sufficient to cure violations of any applicable FCC technical standards and to ensure that the Cable System remains in compliance with the standards specified in Subsection 5.1.19 below.

5.1.7. Facilities and equipment as necessary to maintain, operate, and evaluate the Cable System to comply with any applicable FCC technical standards, as such standards may be amended from time to time.

5.1.8. All facilities and equipment designed to be capable of continuous twenty-four (24) hour daily operation in accordance with applicable FCC standards except as caused by a Force Majeure event.

5.1.9. All facilities and equipment designed, built and operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals by a subscriber.

5.1.10. All facilities and equipment designed, built and operated in compliance with all applicable safety codes.

5.1.11. Sufficient trucks, tools, testing equipment, monitoring devices and other equipment and facilities and trained and skilled personnel required to enable the Franchisee to substantially comply with applicable law, including applicable customer service standards and including requirements for responding to system outages.

5.1.12. All facilities and equipment required to properly test the Cable System and conduct an ongoing and active program of preventive maintenance and quality control and to be able to quickly respond to customer complaints and resolve system problems.

5.1.13. Design capable of interconnecting with other cable systems in the Franchise Area as set forth in Section 5.2 below.

5.1.14. Facilities and equipment at the headend shall allow the Franchisee to transmit or cablecast signals in substantially the form received, without substantial

deterioration in the content and functionality associated with the signal. For example, the headend should include equipment that will transmit color video signals received at the headend in color, stereo audio signals received at the headend in stereo, and a signal received with a secondary audio track with both audio tracks. Similarly, all closed-captioned programming retransmitted over the Cable System shall include the closed-captioned signal in a manner that renders that signal available to Subscriber equipment used to decode the captioning.

5.1.15. The System shall be capable of transmitting in high definition any Channels that are received in high definition format. Actual carriage of any such high definition Channels will be at the Franchisee's sole discretion.

5.1.16. The System shall provide adequate security provisions which shall at a minimum offer as an option that a Person ordering programming must provide a personal identification number or other means provided by the Franchisee only to a Subscriber. Provided, however, that the Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

5.1.17. The provision of additional Channels, increased Channel capacity, and/or upgrades of any kind to the Cable System is solely within the control and discretion of the Franchisee.

5.1.18. With the exception of any Access Channels and subject to applicable law, all content and programming of Cable Services, including the mix, level, and/or quality of such content and programming, remains in the sole discretion of the Franchisee.

5.1.19. The Cable System must conform to or exceed all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards, which the City is permitted by a change in law to enforce, and shall substantially conform in all material respects to applicable provisions of the following standards and regulations to the extent such standards and regulations remain in effect and are consistent with accepted industry procedures:

5.1.19.1. Occupational Safety and Health Administration (OSHA) Safety and Health Standards;

5.1.19.2. National Electrical Code;

5.1.19.3. National Electrical Safety Code (NESC);

5.1.19.4. Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration;

5.1.19.5. Constructing, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules, Part 17; and

5.1.19.6. Requirements set forth in the Virginia Uniform Statewide Building Code.

5.2. *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.3. *Public Emergency:* The Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System. In the event of a state or local civil emergency, the EAS shall be remotely activated as set forth in the Virginia EAS plan.

5.4. *System Tests, Inspections and Performance Monitoring:*

5.4.1. The Franchisee shall perform all FCC tests necessary to demonstrate compliance with the requirements of this Agreement and to ensure that the Cable System components are operating as required.

5.4.2. The Franchisee shall conduct tests as follows:

5.4.2.1. Proof of performance tests on the Cable System as required by FCC rules, except as federal law otherwise limits the Franchisee's obligation. The Cable System monitor test points shall be established in accordance with good engineering practices and consistent with FCC guidelines; and

5.4.2.2. When Subscriber complaints to the Franchisee indicate tests are warranted and, upon the City's request, when Subscriber complaints to the City indicate tests are warranted. If any such test indicates that any part or component of the Cable System fails to meet applicable requirements, the Franchisee, without requirement of additional notice or request from the City, shall take corrective action, retest the locations and advise the City of the action taken and results achieved.

5.4.3. The Franchisee shall provide reasonable notice to the City of all tests performed pursuant to Subsection 5.4.2 above. Contingent upon and subsequent to the execution by the City of any relevant non-disclosure agreement(s) that may be required by the Franchisee, the City shall have the right to witness and/or review such tests.

5.5. *Testing Reports:* The Franchisee shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the City upon the City's

request.

6. **ACCESS CHANNELS**

6.1. *Access Channels:* The Franchisee shall provide on the Basic Service Tier three (3) dedicated Access Channels. If an Access Channel is not being utilized by the City, the Franchisee may utilize such channel, in its sole discretion, until such time as City elects to utilize that channel for its intended purpose. The channels shall consist of the Government Access Channel, the Educational Access Channel, and the Parks and Recreation Access Channel.

6.2. *Transmission of Access Programming:* The City shall provide to the Franchisee at City Hall, One Park Center Court, Manassas Park, Virginia, 20111, suitable video signals for transmission of the Government Access Channel and the Educational Access Channel. The Franchisee shall continue to provide the existing fiber optic link between City Hall and Franchisee's head end to deliver the Access Channel signals to the headend (the "City Hall Link"). In addition, no later than one hundred twenty (120) days after the Effective Date, the Franchisee shall replace the existing lasers, optronics, and other equipment currently used to convert, modulate, and transmit signals over the City Hall Link with new equipment as listed in Exhibit C, in order to restore the picture quality delivered to subscribers over the Government Access Channel and the Educational Access Channel to a level acceptable to the City. Thereafter, the Franchisee shall ensure throughout the term of this Agreement that (i) the signals received at the headend meet all applicable technical standards; and (ii) such signals are received with a minimum level of distortion and interference.

6.2.1. The City shall be permitted to relocate the origination point at City Hall, One Park Center Court, Manassas Park, Virginia, 20111, to another location within the City limits, one (1) time during the term of this Agreement without the City having to pay the cost of such relocation. If the City relocates the origination point pursuant to this Paragraph 6.2.1, then the City and the Franchisee will negotiate timeframe requirements for the Franchisee to carry programming from the new origination point. In no event shall such new origination point be located outside of the Franchise Area.

6.3. *Recreation Center Link:* The City shall provide to the Franchisee at 99 Adams Street, Manassas Park, Virginia 20111 (the "Recreation Center"), suitable video signals for transmission of the Parks and Recreation Access Channel. No later than one hundred eighty (180) days after the Effective Date, the Franchisee shall construct at no cost to the City a new fiber optic link between the Recreation Center and Franchisee's head end to deliver the Parks and Recreation Access Channel signals to the headend. The Franchisee shall also install, operate, and maintain all lasers, optronics and other equipment needed to transmit and receive programming signals from the Recreation Center to the headend.

6.3.1. The City hereby authorizes the Franchisee to transmit all PEG programming

within and without the City's jurisdictional boundaries. The Franchisee specifically reserves its right to make or change Channel assignments in its sole discretion. The Franchisee shall provide no less than thirty (30) days' notice to the City of any changes to PEG Channel designations, so long as such changes are within the control of the Franchisee.

6.4. *PEG Access Capital Grant:*

6.4.1. The Franchisee shall provide a PEG capital fee (the "PEG Capital Fee") to the City. The PEG Capital Fee shall be used by the City to support the capital costs of Access Channel facilities.

6.4.2. Beginning on the Effective Date, the PEG Capital Fee shall be the sum of twenty-five cents (\$0.25) per month per Subscriber in the Franchise Area to the Franchisee's Basic Service Tier. Beginning on the third anniversary of the Effective Date, the PEG Capital Fee shall be the sum of seventy-five cents (\$0.75) per month per Subscriber in the Franchise Area to the Franchisee's Basic Service Tier. The PEG Capital Fee shall be delivered to the City within sixty (60) days after the beginning of each calendar quarter during the term of this Agreement.

6.5. *Production Support:* Beginning on the Effective Date, the Franchisee shall no longer have any obligation to provide programming or production support for the Access Channels.

6.6. *Changes in Technology:* In the event the City desires to implement additional functionality on one or more of the Access Channels comparable to additional functionality available on any other channel on the Basic Service tier, the Franchisee shall review and discuss any such changes, and shall make such changes at its discretion. The Access Channels shall also comply with any future technical standards addressing performance requirements and testing applicable to transmissions of digital signals. If the Franchisee makes changes to the Cable System that require modifications to access facilities or equipment, Franchisee shall make any necessary changes to the Franchisee's headend and distribution facilities or equipment within sixty (60) days so that PEG facilities and equipment may be used as intended in this Agreement at no cost to the City.

6.7. *Itemization:* To the extent permitted by federal law, the Franchisee shall be allowed to recover from Subscribers the costs of the PEG Capital Fee, and shall be allowed to include such costs as a separately billed line item on each Subscriber's bill.

7. COMMUNICATIONS SALES AND USE TAX

7.1. *Communications Tax:* Grantee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the "Communications Tax").

7.2. *Payment of Franchise Fee to the City:* In the event that the Communications Tax is repealed and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 641, as amended, Grantee shall pay to the Town a Franchise fee of five percent (5%) of annual Gross Revenue, beginning on the effective date of the repeal of such tax (the “Repeal Date”). In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. Should Grantee submit an incorrect amount, Grantee shall be allowed to add or subtract that amount in a subsequent quarter, but no later than one hundred twenty (120) days following the close of the calendar year for which such amounts were applicable.

8. **CUSTOMER SERVICE**

8.1. *Customer Service Standards:* The Franchisee shall comply with the customer service standards set forth in Exhibit D attached hereto and incorporated herein.

8.2. *Local Office:* The Franchisee shall maintain a local payment center in a location reasonably convenient to City residents, or provide convenient options for the customer to make payments and return their equipment.

9. **REPORTS AND RECORDS**

9.1. *Open Books and Records:* Upon not less than thirty (30) business days written notice to the Franchisee and no more frequently than once every twenty-four (24) months), the City shall have the right to inspect the Franchisee's books and records pertaining to the Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Agreement. Such notice shall specifically reference the section or subsection of this Agreement which is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the City. The Franchisee shall not be required to maintain any books and records for Agreement compliance purposes longer than three (3) years. The City shall treat any information disclosed by the Franchisee as confidential and only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. §551.

9.2. *Proprietary and Confidential Information:* Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, or to disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. If the Franchisee believes that any requested information is confidential and proprietary, the Franchisee must provide the following documentation to the City: (i)

specific identification of the information; (ii) a statement attesting to the reason(s) the Franchisee believes the information is confidential and/or proprietary; and (iii) a statement that the document(s) are available for inspection by the City. Such inspection shall take place at a mutually agreed upon location. The Franchisee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains any confidential and proprietary information. Unless otherwise ordered by a court or agency of competent jurisdiction and, to the extent permitted by applicable law, the City shall deny access to any of the Franchisee's information marked "Confidential" as set forth in this Section 9.2 to any Person. If, in the course of enforcing this Agreement or for any other reason, the City believes it, must disclose any information marked "Confidential" as set forth in this Section 9.2, the City shall provide reasonable advance notice of such disclosure so that the Franchisee can take appropriate steps to protect its interests. If the City receives a demand from any Person for disclosure of any information identified as "Confidential" pursuant to this Section 9.2, the City shall, so far as consistent with applicable law, advise the Franchisee and provide the Franchisee with a copy of any written request prior to granting the Person access to such information. The Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. §551.

9.3. *Records Required:* The Franchisee shall at all times maintain:

9.3.1. Records of all written complaints for a period of three (3) years after receipt by the Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or the Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

9.3.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.3.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

9.3.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Franchisee, indicating the date of request, the date of acknowledgment, and the date and time service was extended.

10 INSURANCE AND INDEMNIFICATION

10.1. *Insurance:*

10.1.1. The Franchisee shall maintain in full force and effect, at its own cost and expense, during the term of this Agreement, the following insurance coverage:

10.1.1.1. Commercial General Liability Insurance in the amount of three million dollars (\$3,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the City.

10.1.1.2. Automobile Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for bodily injury and property damage coverage.

10.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Virginia.

10.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (B) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) employee limit; five hundred thousand dollars (\$500,000) policy limit.

10.1.2. The City shall be designated as an additional insured under each of the insurance policies required in this Article 10, except Workers' Compensation and Employers' Liability Insurance.

10.1.3. The Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement. The Franchisee shall provide at least thirty (30) days' advance notice prior to any insurance policy cancellation.

10.1.4. Each of the required insurance policies shall be with sureties qualified to do business in the Commonwealth of Virginia, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

10.1.5. Within thirty (30) days after the Effective Date, the Franchisee shall deliver to City certificates of insurance showing evidence of the required coverage. Thereafter, certificates of insurance shall be provided annually upon request of the City.

10.2. *Indemnification:*

10.2.1. The Franchisee shall indemnify, save and hold harmless, and defend the City, its officers, agents, boards and employees, from and against any and all liability for damages or claims resulting from tangible property damage or bodily injury (including accidental death), and arising out of the Franchisee's negligent construction, operation, or maintenance of its Cable System, provided that the City shall give the Franchisee written notice of its obligation to indemnify the City within thirty (30) days of receipt of a claim or action pursuant to this Subsection 10.2.1 and Franchisee is not prejudiced by late notice. Notwithstanding the foregoing, the Franchisee shall not indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than the Franchisee in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System.

10.2.2. With respect to the Franchisee's indemnity obligations set forth in Subsection 10.2.1 above, the Franchisee shall provide the defense of any claims brought against the City by selecting counsel of the Franchisee's choice to defend the claim. Nothing herein shall be deemed to prevent the City from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the City, the Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement include the release of the City and the City does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

10.2.3 The City shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the City for which the City is legally responsible, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the City for acts of the City which constitute willful misconduct or negligence on the part of the City, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

11. **TRANSFER OF FRANCHISE**

Subject to 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior consent of the City, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for transactions excluded

under Section 1.34 above. Notwithstanding the forgoing, every transferee or assignee shall, agree to be bound by the terms of this Franchise and to assume the liabilities to the City of its predecessor under this Franchise.

12. **RENEWAL OF FRANCHISE**

12.1. Any proceedings undertaken by the City that relate to the renewal of the Franchise shall be governed by and comply with the provisions of 47 U.S.C. § 546.

12.2. Notwithstanding anything to the contrary set forth herein, the City and the Franchisee may, at any time during the term of the Franchise, while affording the public appropriate notice and opportunity to comment, agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof.

13. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

13.1. *Notice of Violation:* If at any time the City believes that the Franchisee has not substantially complied with the terms of this Agreement, the City shall notify the Franchisee of such noncompliance and shall informally discuss the matter with the Franchisee. If these discussions do not lead to resolution of the noncompliance within a reasonable time following such notice, the City shall then promptly notify the Franchisee in writing of the exact nature of such noncompliance (for purposes of this Article, the "Noncompliance Notice").

13.2. *The Franchisee's Right to Cure or Respond:* The Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the City, if the Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the City of the steps being taken and the date by which cure is projected to be completed. Upon cure of any noncompliance, the City shall provide written confirmation that such cure has been effected.

13.3. *Enforcement:* Subject to applicable federal and state law, in the event the City determines that the Franchisee is in default of any provision of this Franchise, the City may:

13.3.1. Seek specific performance of any provision that reasonably lends itself to such remedy, as an alternative to damages; or

13.3.2. Commence an action at law for monetary damages or seek equitable relief;

13.3.3. In the case of a substantial default of a material provision of this Agreement, seek to terminate this Agreement and revoke the Franchise in accordance with Section 13.5 below; or

13.3.4. Enforce the following liquidated damages for the following violations of this Agreement by drawing on the letter of credit, because such violations will result in injury to the City, and because it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance:

13.3.4.1. For failure to materially comply with the reporting requirements as set forth in Article 9 and Exhibit D of this Agreement Two hundred dollars (\$200.00) per day for each day the violation continues;

13.3.4.2. For failure to materially comply with the carriage of PEG Access Channel(s) requirements as set forth in Section 6.1 above: Two hundred dollars (\$200.00) per day for each day the violation continues;

13.3.4.3. For failure to materially comply with timely and full payment of the PEG Capital Fee: the legal rate of interest set forth at Section 6.1-330.53 of the Code of Virginia (currently, six percent (6%) per annum) as applied to amounts past due;

13.3.4.4. For failure to materially comply with Customer Service Standards set forth in Exhibit D of this Agreement: Two hundred dollars (\$200.00) per day for each day the violation continues, except where compliance is measured quarterly, in which case liquidated damages shall be as follows: (a) the Franchisee shall be liable for liquidated damages in the amount of five hundred dollars (\$500.00) for each quarter in which such standards were not met if the failure was by less than five percent (5%); one thousand dollars (\$1,000.00) for each quarter in which such standards were not met if the failure was by five percent (5%) or more but less than fifteen percent (15%); and two thousand dollars (\$2,000.00) for each quarter in which such standards were not met if the failure was by fifteen percent (15%) or more.

13.3.4.5. For transferring the Franchise in violation of Section 11 above: Two hundred dollars (\$200.00) per day for each day the violation continues.

13.3.4.6. For purposes of any liquidated damages assessments, all similar violations or failures arising out of the same factual events affecting multiple Subscribers shall be assessed as a single violation, and all similar violations or failures arising out of the same factual events may only be assessed under any single one of the above referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are deemed not cured as provided in Section 13.2 above.

13.3.4.7. The amount of all liquidated damages per annum shall not exceed ten thousand dollars (\$10,000.00) in the aggregate.

13.4. *Revocation:* Should the City seek to terminate this Agreement or otherwise revoke the Franchise, the City shall give written notice to the Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Franchisee, it may then seek termination of this Agreement and revocation of the Franchise at a public hearing. The City shall provide the Franchisee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide the Franchisee the opportunity to be heard. The City shall cause to be served upon the Franchisee, 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 Franchise.

13.4.1. At the designated hearing, the Franchisee 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 compel the relevant testimony of the officials, agents, employees or consultants of the City, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

13.4.2. Following the public hearing, the Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the City shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The City shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to affect any cure. If the City determines that the Franchise shall be revoked, the City shall promptly provide the Franchisee with a written decision setting forth its reasoning. The Franchisee may appeal such determination of the City to an appropriate court. The Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Franchisee's receipt of the determination of the franchising authority.

13.4.3. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

13.5. *Letter of Credit:*

13.5.1. The Franchisee shall obtain within thirty (30) days of the Effective Date,

and maintain thereafter throughout the term of this Agreement, an irrevocable letter of credit in the amount of twenty-five thousand dollars (\$25,000.00) (the "Letter of Credit") from a federally insured lending institution licensed to do business in Virginia (the "Lending Institution"). The Letter of Credit shall be in a form substantially the same as the form attached hereto as Exhibit E and incorporated herein, The Letter of Credit shall be used to ensure the Franchisee's compliance with the material terms and conditions of this Agreement.

13.5.2. The Franchisee shall file with the City a complete copy of the Letter of Credit (including all terms and conditions applying to the Letter of Credit or to draws upon it) prior to its effective date, and shall keep such copy current with respect to any changes over the term of this Agreement.

13.5.3. If the City notifies the Franchisee of any amounts due to the City pursuant to this Article 13, and the Franchisee does not make such payment within thirty (30) days, then the City may draw upon the Letter of Credit by presentation of a draft at sight drawn on the Lending Institution, accompanied by a written certificate signed by the City Manager certifying that the Franchisee has failed to comply with this Agreement and stating the specific reason therefore and the basis for the amount being withdrawn, including the relevant provision(s) of the Agreement with which the Franchisee has failed to comply.

13.5.4. In the event that the Lending Institution serves notice to the City that it elects not to renew the Letter of Credit, the City may withdraw the entire amount of the Letter of Credit unless the Franchisee provides a substitute Letter of Credit, in substantially the same form as that attached hereto as Exhibit E, before the effective Letter of Credit expires.

13.5.5. No later than thirty (30) days after mailing of notification to the Franchisee by certified mail, return receipt requested, of a withdrawal under the Letter of Credit, the Franchisee shall restore the amount of the Letter of Credit to twenty-five thousand dollars (\$25,000.00).

13.5.6. The rights reserved to the City with respect to the Letter of Credit are in addition to all other rights of the City, whether reserved by this Agreement or otherwise authorized by law, and no action, proceeding or right with respect to the Letter of Credit shall affect any other right the City has or may have.

13.5.7. No recovery by the City of any sum by reason of the Letter of Credit required in this Section 13.6 shall be any limitation upon the liability of the Franchisee to the City under the terms of this Agreement, except that any sums so received by the City shall be deducted from any recovery that the City may otherwise obtain against the Franchisee under the terms of this Agreement.

14. **MISCELLANEOUS PROVISIONS**

14.1. *Actions of Parties:* In any action by the City or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned. Any act that the City or the Franchisee is or may be required to perform under this Agreement shall be performed at the expense of the acting party unless otherwise provided in this Agreement or agreed to in writing by the parties.

14.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City.

14.4. *Force Majeure:* The Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

14.5. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

14.5.1. Notices to the Franchisee shall be mailed to:

Attn: Government Affairs
Comcast
2707 Wilson Boulevard
Arlington, Virginia 22201

with a copy to:

Attn: Government Affairs
Comcast
7850 Walker Drive, 2nd Floor
Greenbelt, Maryland 20770

14.5.2. Notices to the City shall be mailed to:

City Manager
City of Manassas Park
One Park Center Court
Manassas Park, Virginia 20111

with a copy to:

City Attorney
City of Manassas Park
One Park Center Court
Manassas Park, Virginia 20111

14.6. *Entire Agreement:* This Agreement and the Exhibits hereto constitute the entire agreement between the Franchisee and the City, and it supersedes all prior or contemporaneous agreements, representations or understanding (whether written or oral) of the parties regarding the subject matter hereof.

14.7. *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties.

14.8. *Captions:* The captions and headings of articles and 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.

14.9. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Agreement.

14.10. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.11. *Independent Review:* The City and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.12. *Governing Law and Venue:* This Agreement shall be governed in all respects by

the law of the Commonwealth of Virginia and, to the extent permitted by law, any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the United States District Court for the Eastern District of Virginia, Alexandria Division or, if not proper there, in a court of competent jurisdiction in Prince William County, Virginia.

14.13. *Communications with Regulatory Agencies:* Upon request, the Franchisee shall provide the City with a copy of any document (redacted and confidential information excluded) filed by the Franchisee with any regulatory agency or other legislative body (other than publicly available agency mailings or publications) that materially and expressly pertains to the provision of Cable Services within the City

14.14. *Safety and Health Standards:* The Franchisee shall comply with all applicable statutory federal and state safety and health standards.

14.15. *Equal Employment Opportunity; Discriminatory Practices:* The Franchisee shall comply with all applicable federal and state laws and regulations regarding equal opportunity and non-discrimination with respect to employment of all individuals regardless of their race, religion, color, sex, national origin, age, disability, or other status as may be set forth in such applicable law.

14.16. *Subscriber Privacy:* The Franchisee agrees to comply with all practices and procedures for protecting against invasion of privacy as set forth in 47 U.S.C. § 551.

14.17. *Recourse by the Franchisee:* Any recourse or other right of recovery or by the Franchisee against the City shall be subject to applicable federal and state law.

14.18. *Rights Cumulative:* Except as set forth in this Agreement, (a) all rights and remedies given to the City and the Franchisee by this Franchise shall be in addition to and cumulative with any and all other rights or remedies, existing or implied, now or hereafter available to the City and the Franchisee at law or in equity, (b) such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the Franchisee, and (c) the exercise of one (1) or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

SIGNATURE PAGE FOLLOWS

FINAL

AGREED TO THIS ___ DAY OF _____, 2017.

City of Manassas Park, Virginia

By: _____
Name: _____
Title: _____

Comcast of Virginia, LLC

By: _____
Name: _____
Title: _____

FINAL

- Exhibit A: Courtesy Service to Municipal Buildings
- Exhibit B: Institutional Network Sites
- Exhibit C: City Hall Link Transmission Equipment
- Exhibit D: Customer Service Standards
- Exhibit E: Sample Letter of Credit Form

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Manassas Park City Hall	1	Park Center Ct	Manassas Park	VA	20111
Manassas Park Police	261	Cabbel Dr	Manassas Park	VA	20111
Manassas Park Police	329	Manassas Dr	Manassas Park	VA	20111
Manassas Park Fire	329	Manassas Dr	Manassas Park	VA	20111
Manassas Park Fire	9080	Manassas Dr	Manassas Park	VA	20111
Manassas Park Community Center	99	Adams St	Manassas Park	VA	20111
Manassas Park High School	8200	Euclid Ave	Manassas Park	VA	20111
Manassas Park Middle School	8202	Euclid Ave	Manassas Park	VA	20111
Manassas Park Elementary	9298	Cougar Ct	Manassas Park	VA	20111
Cougar Elementary	9330	Brandon Dr	Manassas Park	VA	20111

EXHIBIT B
INSTITUTIONAL NETWORK SITES

Manassas Park City Hall	1	Park Center Ct	Manassas Park	VA	20111
Manassas Park Police	261	Cabbel Dr	Manassas Park	VA	20111
Manassas Park Police/ Fire / Dpw	329	Manassas Dr	Manassas Park	VA	20111
Manassas Park Fire	9080	Manassas Dr	Manassas Park	VA	20111
Manassas Park Community Center	99	Adams St	Manassas Park	VA	20111
Manassas Park School Board	1	Park Center Ct	Manassas Park	VA	20111
Manassas Park High School	8200	Euclid Ave	Manassas Park	VA	20111
Manassas Park Elementary	9298	Cougar Ct	Manassas Park	VA	20111
Cougar Elementary	9330	Brandon Dr	Manassas Park	VA	20111

EXHIBIT C
CITY HALL LINK TRANSMISSION EQUIPMENT

- 1 Ciena Router
- 1 Harmonic Encoder

EXHIBIT D

CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise area.

SECTION 1. DEFINITIONS

A. Respond: The Franchisee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

C. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least thirty percent (30%) of the Subscribers in the Franchise Area.

D. Standard Installation: Installations where the subscriber is within one hundred fifty (150) feet of trunk or feeder lines.

SECTION 2. TELEPHONE AVAILABILITY

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Franchise Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. The Franchisee representatives shall identify themselves by name when answering this number.

B. The Franchisee's telephone numbers shall be widely publicized, and will appear at a minimum on subscriber bills, the Franchisee's website, and in the annual notice.

C. The Franchisee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be

answered within thirty (30) seconds or less. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis under Normal Operating Conditions. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon written request from the City, but in no event more than once a quarter thirty (30) days following the end of each quarter, the Franchisee shall report to the City the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D. above.

(2) Percentage of time customers received busy signal when calling the Verizon service center as set forth in Subsection 2.E. above.

Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request.

G. At the Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the City of such a change at least thirty (30) days in advance of any implementation.

SECTION 3. INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Franchisee-supplied equipment and Cable Service.

B. Standard Installations shall be performed within seven business days after an order is placed. The Franchisee shall meet this standard under Normal Operating Conditions for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding cases where the customer requests the Franchisee to schedule the connection later than seven days after the order is placed customer requests for connection.

C. The Franchisee shall provide the City with a report upon written request from the City, but in no event more than once a quarter thirty (30) days following the end of each quarter, a report noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to

consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request. At the Franchisee's option, the measurements and reporting of above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the City of such a change not less than thirty (30) days in advance.

D. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

E. The Franchisee may not cancel an appointment with a Subscriber after close of business on the business day preceding the appointment. If the Franchisee's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, under Normal Operating Conditions the Subscriber will be contacted and the appointment rescheduled as necessary.

F. The Franchisee service representatives will have the ability to issue service credits, at the Franchisee's sole discretion, to address customer complaints related to missed appointments.

G. The Franchisee shall use due care in the process of installation and shall substantially restore the Subscriber's property to its prior condition. Such restoration shall be undertaken and completed as soon as reasonably possible after the damage is incurred.

SECTION 4. SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall notify the City of any Significant Outage of the Cable Service.

B. The Franchisee shall exercise commercially reasonable efforts to limit any planned Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the City and each affected Subscriber in the Franchise Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs and upgrades to the System between 12.01 a.m. and 6 a.m. which may interrupt service, and the notice obligations of this Section 4 respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual subscriber notice.

C. The Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving subscriber calls respecting Service Interruptions in the Franchise Area.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the City of a Cable Service problem.

E. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. The Franchisee shall meet the standard in Subsection 4.E. above for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

G. The Franchisee shall provide the City with a report upon written request from the City, but in no event more than once a quarter within thirty (30) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section 4. Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request. At the Franchisee's option, the above measurements and reporting may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the City of such a change at least thirty (30) days in advance.

H. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit; the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out. If a Significant Outage occurs during a period when Normal Operating conditions do not apply, the Franchisee may exercise its own discretion in deciding whether to issue credits for the Outage. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage. Notwithstanding the foregoing, if the Franchisee has issued an automatic credit to affected Subscribers entitled to the credit, the City shall not find the Franchisee to be in violation of this requirement if the number of Subscribers who did not receive a credit is *de minimis* and the Franchisee offers the credit promptly upon being notified of the error.

J. With respect to service issues concerning Cable Services provided to City facilities, the Franchisee shall Respond to all inquiries from the City within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the City in writing as to the reason(s) for the delay and provide an estimated time of repair.

SECTION 5. CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the City within five (5) business days. The Franchisee shall notify the City of those matters that necessitate an excess of five (5) business days to resolve, but those matters must be resolved within thirty (30) days of the initial complaint. The City may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this section, the term "resolve" means that the Franchisee shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

SECTION 6. BILLING

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items the franchise related costs, the Communications Sales and Use Tax, and/or other taxes or governmentally imposed fees. The Franchisee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to the Franchisee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

E. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

F. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the City upon written request.

G. The Franchisee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. The Franchisee may in the future, at its' discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Franchisee, the payment alternative may be limited.

H. *City Information:* The City hereby requests that the Franchisee omit the City's name, address and telephone number from Franchisee's bills as permitted by 47 C.F.R. 76.952.

SECTION 7. DEPOSITS, REFUNDS AND CREDITS

A. The Franchisee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to the Franchisee, or 3) who rent Subscriber equipment from the Franchisee, so long as such deposits are applied on a non-discriminatory basis.

B. The Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The Franchisee shall pay interest on other deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by the Franchisee or its authorized agent. Appropriate time considerations shall be included in the Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8. RATES, FEES AND CHARGES

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Franchisee's equipment incorrectly) or by the

failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment (for example, a dog chew).

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 9. DISCONNECTION AND DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history and credit worthiness via an external credit agency.

SECTION 10. COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Franchisee shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable effort to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public; Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's or subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

C. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner. The Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Franchisee may be referred to the City.

D. All notices identified in this Section 10 shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

E. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or changes in programming services or channel positions (excluding sales discounts, new products or offers), including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the City including how and where the notice was given to Subscribers.

F. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E. above, at least thirty (30) days prior to making significant changes in the information required by this Section 10 if within the control of the Franchisee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address and telephone number of the City, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

Where reasonably possible, the Franchisee shall give the City advance copies of the notices required

in this Subsection 10.F. prior to distribution to subscribers if the reason for notice is due to a change that is within the control of the Franchisee and as soon as possible if not within the control of the Franchisee. If the FCC changes its regulations so that information required by this Subsection 10.F is no longer required to be provided to Subscribers, the Franchisee may request an amendment to this Subsection 10.F to incorporate the FCC's changes. The City shall not unreasonably deny the Franchisee's request.

G. Notices of changes in rates shall be in accordance with applicable law.

H. Notices of changes of Cable Services and/or Channel locations shall be made in accordance with applicable law.

I. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

EXHIBIT E

SAMPLE LETTER OF CREDIT FORM

BANK NAME
ADDRESS

**IRREVOCABLE STANDBY LETTER OF
CREDIT**

Issue Date:

L/C No.:

Amount: USD \$00,000 (00 Thousand Dollars and 00/100 United States Dollars)

Beneficiary:

Applicant:

Comcast of Virginia LLC
Attn: Treasury
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103

TO:

(Beneficiary)

We hereby establish this irrevocable standby Letter of Credit No. _____ in your favor, for an aggregate amount not to exceed the amount indicated above, expiring at (Name and address of Bank), at our close of business on _____

This Letter of Credit is available with (Name of Bank,) against presentation of your draft at sight drawn on (Name of Bank,) when accompanied by the documents indicated herein,

Beneficiary's dated statement purportedly signed by one of its officials reading as follows:

"The amount of this drawing USD \$ _____, under (Name of Bank) Letter of Credit No. _____ represents funds due us as (Name of Subsidiary, Inc.) has failed to perform its duties pursuant to the Cable Franchise Agreement Between (Beneficiary), and (Name of Comcast Subsidiary), dated _____, 2017."

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional one year periods from the present or each future expiration date, unless at least 30 days prior to such date, we send you notice in writing by overnight carrier or hand delivery at the above address that we elect not to renew this Letter of

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Credit for such additional period. Upon such notice to you, you may draw drafts on us at sight for an amount not to exceed the balance remaining in this Letter of Credit within the then applicable expiry date, accompanied by your dated statement purportedly signed by one of your officials reading as follows:

"The amount of this drawing USD \$ _____ under (Name of Bank) Letter of Credit number _____ represents funds due us as we have received notice from (Name of Bank) of their decision not to extend Letter of Credit Number _____ for an additional year."

All correspondence and any drawings hereunder are to be directed to (NAME AND ADDRESS OF BANK)

We hereby agree with you that drafts drawn under and in compliance with the terms and conditions of this Letter of Credit will be duly honored.

This Letter of Credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590.

This Letter of Credit shall be governed by, and construed in accordance with, the laws of the New York, without regard to principles of conflict of laws.

Authorized Signature (Bank)