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January 6, 2005

VIA AIRBORNE EXPRESS

Board of Selectmen
Town of Brentwood
One Dalton Road
Brentwood, NH 03833

Re: Brentwood Renewal Cable Television Franchise Agreement

Dear Chairman and Members of the Council:

Enclosed please find a fully executed original of the Renewal Cable Television Franchise Agreement between the Town of Brentwood and Comcast of Maine/New Hampshire, Inc. As you know, the term is for a ten (10) year period, which commenced on January 1, 2005 and expires at midnight on December 31, 2014.

If you have any questions about this mailing, please feel free to contact me at 603.695.1496.

Sincerely,

Ronni A. Summerton
Franchising Manager

/ras

Enc.

cc: New Hampshire Secretary of State – c/o State House
Sharon Cuddy Somers, Esq. – Donahue, Tucker & Ciandella, PLLP (2nd original)
Nick Leuci – Comcast Regional Director of Franchising & Community Relations (3rd original)
Elizabeth A. Graham – Comcast Director of Government & Community Relations (4th original)
Bryan Christiansen – Comcast Manager of Government & Community Relations
Comcast Local Accounting Department
Comcast Divisional Government Affairs Department

RENEWAL
CABLE TELEVISION FRANCHISE
FOR
THE TOWN OF BRENTWOOD,
NEW HAMPSHIRE

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BRENTWOOD RENEWAL FRANCHISE

INTRODUCTION

WHEREAS, Comcast of Maine/New Hampshire, Inc., (hereinafter "Comcast" or "Franchisee"), is the duly authorized holder of a Franchise to operate a Cable Communications System in the Town of Brentwood, New Hampshire (hereinafter the "Town"), said Franchise having originally commenced on September 27, 1988;

WHEREAS, Comcast filed a written request for a renewal of its Franchise by letter dated November 7, 2000 in conformity with the Cable Communications Policy Act of 1984;

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

WHEREAS, the Town's Board of Selectmen, as the Franchising Authority, finds that the renewal of Comcast's Franchise is appropriate and that Comcast has complied with the terms of its existing Franchise;

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Comcast is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Renewal Franchise with the Franchisee for the construction and continued operation of a Cable Communications System on the terms and conditions set forth herein.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Comcast agree that this Renewal Franchise is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

The following terms used in this Renewal Franchise shall have the meanings ascribed to them below. Unless otherwise defined herein, any term not defined herein shall have the meaning assigned to such term in the Cable Act.

(a) Access Channel or PEG Access Channel - A video channel which the Franchisee shall make available to the Town of Brentwood, without charge, for the purpose of transmitting non-commercial programming produced by members of Town departments and agencies, public schools, or other educational institutions.

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

(c) Basic Broadcast Service - That service tier which shall include at least the retransmission of local broadcast television signals, in accordance with the Cable Act. Said service tier may be marketed by the Franchisee under a brand name which may change from time to time.

(d) Broadcast - Over-the-air transmission by a television station.

(e) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

(f) Cable Communications System or Cable System – the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Brentwood, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes Video Programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with Section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

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

(h) Drop - The coaxial cable that connects a home or building to the Subscriber Network.

(i) Effective Date – January 1, 2005

(j) FCC - Federal Communications Commission or any successor governmental entity.

(k) Gross Annual Revenues - means the revenue received by the Franchisee from the operation of the Cable Communications System in the Town of Brentwood to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly basic, premium and pay-per-view fees; installation, reconnection, upgrade and downgrade fees; equipment rental or sale fees; all commercial Subscriber revenues; and fees paid for channels designated for commercial use. Gross Annual Revenue shall not include

refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

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

(m) Franchise Fee - The payments to be made by the Franchisee to the Town and/or any other governmental subdivision, or designee appointed by the Franchising Authority, which shall have the meaning as set forth in Section 622(g).

(n) Franchising Authority - The Board of Selectmen of the Town of Brentwood, New Hampshire.

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

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

(q) Public Way - The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable Communications System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Brentwood for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable Communications System over poles, wires, cables,

conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable Communications System.

(r) Renewal Franchise or Franchise - The Franchise granted herein.

(s) Standard Installation - The standard one hundred fifty foot (150') Drop connection.

(t) Subscriber - A person or entity of the Town who contracts with the Franchisee for, and lawfully receives, the video signals and Cable Services distributed by the Cable Communications System.

(u) Subscriber Network - The trunk and feeder signal distribution network over which video, audio, text and data signals are transmitted to Subscribers.

(v) Town - The Town of Brentwood, New Hampshire.

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

ARTICLE 2

GRANT OF RENEWAL FRANCHISE

SECTION 2.1 - GRANT OF FRANCHISE

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

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

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, operate and maintain the Cable System, which may include poles, wires, optical fibers, amplifiers and other property and equipment as are necessary in the Public Ways and other public places and property under the jurisdiction of the Town, including other property over which the Town has a sufficient compatible easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or

redistribution of video, audio, text, data or other signals in accordance with the laws of the United States of America and the State of New Hampshire.

SECTION 2.2 - TERM

The term of this non-exclusive Renewal Franchise shall be for a period of ten (10) years and shall commence on January 1, 2005, following the expiration of the current Franchise, and shall terminate at midnight on December 31, 2014. The term of this Franchise Agreement is subject to all applicable New Hampshire law and applicable federal law, as such laws may be from time to time amended.

SECTION 2.3 - FUTURE RENEWALS

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

SECTION 2.4 - POLE AND CONDUIT ATTACHMENT RIGHTS

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

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

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

(d) Nothing in this Section 2.4 shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

(e) The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Town, or other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works or public improvements, and should the Cable System in any way interfere with the construction, maintenance or repair of such public works or improvements, Franchisee shall, at its own expense, protect or relocate its system or part thereof, as directed by Town or other authority having jurisdiction, provided, however that this

authority applies to all persons or entities owning lines, cables, and distribution structures, and equipment and provided, further, that the Franchisee shall not be required to remove or relocate any such construction solely to accommodate needs of a competing Cable Systems.

SECTION 2.5 - POLICE AND REGULATORY POWERS

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

SECTION 2.6 - NON-EXCLUSIVITY OF FRANCHISE

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

(b) (i) In the event that the Franchisee believes that any additional cable television franchise(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Franchise, the Franchisee may request, in writing, that the Franchising Authority convene a hearing. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At said hearing, the Franchisee shall have an opportunity to demonstrate that any such additional cable television franchise(s) are on terms more favorable or less burdensome than those contained in this Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(ii) Should the Franchisee demonstrate that any such additional cable television franchise(s) have been granted on terms and conditions more favorable or less burdensome than

those contained in this Franchise, the Franchising Authority shall consider and negotiate, in good faith, equitable amendments to this Franchise within reasonable time.

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

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The area to be served is the entire Town, subject to the limitations set forth herein. Service shall be provided to every dwelling occupied by a person requesting Cable Service, provided that the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Franchisee may impose additional charges for non-Standard Installations. However, the Franchisee shall not be obligated to extend the Cable Communications System at no cost into any area where there are fewer than thirty (30) dwelling units per aerial strand mile of cable and sixty (60) dwelling units per underground mile of cable, calculated from the last dwelling unit toward the end of the nearest trunk line.

(b) Installation costs shall conform with the Cable Act, and regulations thereunder. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the Cable Communications System shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred fifty feet (150 ft.) or which involve a hard surface or which require boring shall be provided at a rate based on Franchisee's actual costs plus a reasonable rate of return plus the cost of a Standard Installation.

(c) For installations more than one hundred fifty feet (150 ft.), not involving a hard surface, the first one hundred fifty feet (150 ft.) shall be at the Standard Installation rate. Installations that are more than 150 feet from the existing trunk and distribution system shall be made within one hundred twenty (120) days or such additional times which may be mutually agreed upon by Franchisee and subscriber. Installation charges shall be non-discriminatory.

(d) Provided Franchisee has at least forty-five (45) days' prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of

utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board encourage developers to give timely notice of trenching and underground construction to the Franchisee.

SECTION 3.2 – SUBSCRIBER CONNECTION

(a) The Franchisee shall respond to all request for aerial installation(s) within fifteen (15) days of such request, or at such other time as is mutually agreed upon by the Franchisee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, and a narrow interval, if possible within the morning and afternoon time frame, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 am to 5:00 pm weekdays). If Franchisee does not make the service call within the designated time frame, it shall be considered a missed visit absent obtaining the Subscriber's permission to reschedule.

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

(c) The Franchisee shall ensure that there are stand by technicians on call at all times after normal business hours. The answering service shall be required to notify the stand by technician(s) of (i) any emergency situations or (ii) an outage as described in Section 3.2(d) below.

(d) System outages shall be responded to immediately, twenty four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when

three (3) or more calls are received from any one neighborhood concerning such an outage, or when the Franchisee has reason to know of such an outage.

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

SECTION 3.3 - SUBSCRIBER NETWORK

The Franchisee shall maintain a Cable Communications System, fully capable of carrying a minimum of seventy-seven (77) channels of video programming to Subscribers. Franchisee shall provide and maintain a Cable System to a capacity of at least 750 MHz.

SECTION 3.4 - SUBSCRIBER NETWORK CABLE DROPS

(a) The Franchisee shall maintain the current level of active Drops, Outlets and Basic Broadcast Service, at no charge to the Town, to each public building, as outlined in Exhibit A attached hereto, and such additional municipally owned public buildings which may be placed in service during the term of the Franchise, and the Franchising Authority provides Franchisee with a written request for such building(s) to receive a Drop, Outlet and Basic Broadcast Service, which are located within one hundred fifty feet (150') of the Franchisee's Cable Communications System. "Public Buildings" are those buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed. For purposes of this Section, Public Buildings specifically include the public schools and libraries within the Town and the Town Hall Addition.

(b) At the written request of the Franchising Authority, the Franchisee shall provide one (1) Drop, Outlet and Basic Broadcast Service at no charge to all Town owned Public Buildings along the Cable Communications System subject to the limitations set forth above in Section 3.4(a). Installation of requested Drops shall be completed within six (6) months of the

Franchisee's receipt of the written request. The Franchising Authority or its designee shall consult with the appropriate individuals of the Franchisee to determine the appropriate location for each Outlet prior to requesting that the Franchisee install the free service.

(c) Nothing in this Section shall require the Franchisee to move existing Drops or Outlets or install an additional Drop or Outlet to any Public Building which already has a free Drop or Outlet provided under the terms of the prior Franchise or this Franchise.

SECTION 3.5 - PARENTAL CONTROL CAPABILITY

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

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and the Franchisee may charge Subscriber for use of said box.

SECTION 3.6 – EMERGENCY ALERT SYSTEM

The Cable System shall comply with the Federal Communication Commission's Emergency Alert System ("EAS") regulations.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

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

(b) The construction, maintenance and operation of the Cable Communications System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, lawful ordinances, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC, as the same exist or as same may be hereafter changed or amended.

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

(d) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any television station carried on the Cable Communications System shall be carried without material degradation in quality at all subscribing locations within the

limits imposed by the technical specifications of the Cable Communications System and as set forth by the FCC. The Cable Communications System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Franchising Authority, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice.

(g) The Franchising Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Franchisee in the Town at reasonable times and under reasonable circumstances. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Franchisee. The Franchisee shall be entitled to have a representative present during such inspections.

SECTION 4.2 - REPAIRS AND RESTORATION

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

SECTION 4.3 - TREE TRIMMING

The Franchisee shall have authority to trim trees upon and overhanging Public Ways of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Franchisee, in accordance with applicable state law and any Town ordinances and regulations of general applicability.

SECTION 4.4 - STRAND MAPS

The Franchisee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist. The strand maps will be retained in a location reasonably convenient to the Town and will be available for inspection by the Franchising Authority upon written request.

SECTION 4.5 - BUILDING MOVES

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

SECTION 4.6 - DISCONNECTION AND RELOCATION

(a) The Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade.

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

SECTION 4.7- EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Communications System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.8 - STANDBY POWER

The Franchisee shall maintain at least four (4) hours of standby power at the headend facility. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate the generators and shall become activated automatically upon the failure of the normal power supply.

SECTION 4.9 - PUBLIC MEETING

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

SECTION 4.10 – “DIG SAFE”

The Franchisee shall comply with all applicable “dig safe” provisions, pursuant to New Hampshire General Laws, outlined in RSA 374:51.

SECTION 4.11 – RESIDENTIAL EXTERIOR WIRING

The Franchisee shall respond to all requests for aerial installations within fifteen (15) days of such request, or at such other time as is mutually agreed upon by the Franchisee and said Subscriber. Franchisee shall adhere to Subscriber's reasonable request for location of entry and shall in other respects observe standard specifications for Drop connections into the residence. Each Drop shall be grounded at each Subscriber's residence at the time of initial installation of Cable Service or during the next scheduled in-house servicing that is performed.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC BROADCAST SERVICE

The Franchisee shall make available a Basic Broadcast Service tier to all Subscribers in accordance with applicable law. In accordance with federal law, Franchisee shall not scramble or otherwise encode, for the entire term of this Franchise, any of the Basic Broadcast Services.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions are at the sole discretion of the Franchisee.

(b) The Franchisee shall provide written notice to all Subscribers in accordance with 47 C.F.R. 76.1603

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

SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS

Pursuant to applicable law, upon availability, and if economically feasible, Franchisee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services. The Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Franchisee and allow use of remotes. The Franchisee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by its Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All commercial television signals that are transmitted to the Franchisee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – PEG ACCESS CHANNEL

(a) Within thirty (30) days of a written request from the Franchising Authority, Franchisee agrees to cablecast the PEG Access Channel from the Town of Exeter to Brentwood Subscribers; provided that the Franchising Authority obtains the written authorization from the Town of Exeter to permit Franchisee to cablecast the channel and includes such permission with its written request for the channel. If the Town of Exeter revokes that authorization at any time during the term of this Franchise, Franchisee shall have no further obligation to carry the Exeter PEG Access Channel in the Town of Brentwood. The Franchising Authority shall be responsible for any and all costs imposed by the Town of Exeter in association with Franchisee's carriage of the Exeter PEG Access Channel. If, during the term of the Franchise, Exeter carries more than one PEG Access Channel, Franchisee shall only be responsible for carrying one Exeter PEG Access Channel in Brentwood. Within sixty (60) days of creation of such an additional Exeter PEG Access Channel, the Franchising Authority shall notify Franchisee in writing if it wishes to replace the existing Exeter PEG Access Channel with the new Exeter PEG Access Channel to cablecast on the Brentwood system. The Franchisee shall notify the Franchising Authority in writing of any costs in excess of Two Thousand Five Hundred Dollars (\$2,500.00) to cablecast the anticipated new Exeter PEG Access Channel no later than thirty (30) days following receipt of notice from the Franchising Authority. The Franchising Authority must confirm in writing to the Franchisee its request to cablecast such Access Channel no later than thirty (30) days following notice from the Franchisee of the anticipated cost to be passed through to Subscribers.

(b) The Franchising Authority may request of the Franchisee an Access Channel before January 1, 2007, such request must be made in writing. The Franchisee will then make available, within one hundred and twenty (120) days of the construction of the origination capability described in Section 5.5(f) below, one (1) downstream PEG Access Channel for the use of the Town of Brentwood to transmit non-commercial PEG Access Programming to Subscribers. To the extent that Franchisee is still providing the Exeter PEG Access Channel contemplated in

Section 5.5(a), the Franchisee shall provide for an override of the Exeter PEG Access Channel to permit Brentwood PEG Access Programming.

(c) The PEG Access Channel shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town and/or PEG Access Users.

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

(e) The Franchisee shall maintain the PEG Access Channel, and shall monitor the PEG Access Channel for technical signal quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial Channels pursuant to FCC technical standards. The Franchising Authority shall be responsible for the picture quality of all PEG Access Programming.

(f) The Franchising Authority must decide no later than January 1, 2007 if they want Franchisee to provide one-way video origination capability at one (1) of the locations specified in **Exhibit D**. The cost to construct such origination capability may be externalized and may be passed through to Brentwood Subscribers, as allowed under applicable federal law. Franchisee shall not be obligated to fund more than Twenty-Five Thousand Dollars (\$25,000) to construct this origination capability. Any costs in excess of Twenty-Five Thousand Dollars (\$25,000) shall be the responsibility of the Franchising Authority. The Franchising Authority shall follow the process outlined below :

(i) The Franchising Authority shall provide the Franchisee written notice of the selected origination location, including the address, a building contact person and phone number;

(ii) The Franchisee shall conduct a survey for the construction of the video link and, if required, send out the invoice provided for in (iii) below, within one hundred fifty (150) days from the date of receipt of the notice in (i) above;

(iii) If the cost of construction determined in (ii) above exceeds Twenty Five Thousand Dollars (\$25,000), any such excess amount shall be paid by the Franchising Authority prior to construction and within one hundred and twenty (120) days of receipt of an invoice from Franchisee; and

(iv) The Franchisee shall complete construction and activate origination capability no later than twelve (12) months following the earlier of (A) the date the survey is completed if the

project is less than Twenty Five Thousand Dollars (\$25,000) or (B) receipt of payment from the Franchising Authority if such project exceeds Twenty Five Thousand Dollars (\$25,000).

(g) Franchisee shall continue to own and/or repair according to FCC technical specifications, any video return lines it constructs to provide video origination capability under this Renewal Franchise.

(h) Following the construction specified in paragraph (f) above, the operation of the PEG Access Channel shall be the responsibility of the Town or its designee. It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is automatically switched to the Access Channel, in an efficient and timely manner. The Town shall be responsible for any manual switching necessary to cablecast Access Programming from any location specified in Section 5.5.

(i) The Franchisee and the Franchise Authority shall negotiate, in good faith, any difficulties that arise regarding cablecasting of PEG Access Programming. The Franchisee shall provide and maintain all other necessary switching and/or processing equipment located in its headend facility in order to automatically switch upstream signals from the Town to the designated downstream Access Channel. Nothing herein shall require the Franchisee to provide any other switching equipment or any other end user equipment.

ARTICLE 6

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 6.1 - CUSTOMER SERVICE

(a) The Franchisee shall provide and maintain a toll-free 24-hour answering line, which Subscribers may call without incurring added message units or toll charges, so that prompt maintenance and service is available. At the time of initial subscription, and thereafter, in accordance with federal law, the Franchisee shall give each subscribing household a notice of billing practices and dispute procedures, which notice shall include the Franchisee's telephone number.

(b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Franchisee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Franchising Authority or its designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Franchisee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery.

(d) The Franchisee shall comply with all customer service regulations of the FCC (47 CFR §76) as they exist or as they may be amended from time to time.

SECTION 6.2 - CONSUMER COMPLAINT PROCEDURES

The Franchisee shall establish a procedure for resolution of complaints by Subscribers. The Franchisee shall notify each new Subscriber, at the time of initial subscription to Cable Service and in accordance with federal law, of the procedures for reporting and resolving all such

complaints. Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Franchising Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon written request of the Franchising Authority the Franchisee shall, within ten (10) days after receiving a complaint and/or inquiry, or multiple complaints and/or inquiries, send a written report to the Franchising Authority with respect to any complaint(s)/inquiry(ies). Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.

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

SECTION 6.3 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Franchisee shall comply with all applicable federal and state privacy laws and regulations, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

(b) Except as permitted by Section 631 of the Cable Act as amended, neither the Franchisee nor its designee nor its employees shall make available to any third party, including the Town, information about any individual Subscriber. If a court authorizes or orders such disclosure, the Franchisee shall notify the Subscriber, unless such notification is otherwise prohibited by applicable law or the court.

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

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

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

SECTION 6.4 - MONITORING

Neither the Franchisee nor its designee nor the Town nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that the Franchisee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Franchisee shall report to the affected parties any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Franchisee. The

Franchisee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Franchisee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

SECTION 6.5 - POLLING

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Franchisee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 6.6 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Section, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who agree to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable Communications System design, customer lists, marketing plans, financial information unrelated to the calculation

of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to competitively sensitive.

SECTION 6.7 - EMPLOYEE IDENTIFICATION CARDS

The Franchisee shall ensure that all of its vehicles, employees, agents, and subcontractors are reasonably identified to the general public. All of the Franchisee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Franchisee and bearing a picture of said employee. If such employee(s) cannot produce such a photo-identification card and, as a result, is not admitted to the Subscriber's home, such visit shall be deemed to be a missed service visit by the Franchisee.

SECTION 6.8 – SERVICE INTERRUPTIONS

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

(b) In the event that the Franchisee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, Franchisee shall, upon request from the Subscriber, grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle or, at its option, apply such credit to any outstanding balance then currently due.

ARTICLE 7

PRICES AND CHARGES

SECTION 7.1 - PRICES AND CHARGES

(a) A price schedule for service and installation in effect as of the date of execution of this Renewal Franchise is attached hereto as **Exhibit C**. The Franchisee shall provide written notice to all Subscribers at least thirty (30) days in advance of any subscription price changes. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC, and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Franchisee may require a deposit or refuse service for a bona fide credit reason. The Franchisee may levy reasonable collection charges on overdue or delinquent accounts. The Franchisee may require that the account of any Subscriber requesting work be current before such work is performed.

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

(d) Notifications to customers and the Franchising Authority regarding changes in rates, Programming services or channel positions shall be made in accordance with 47 C.F.R. 76.1603).

ARTICLE 8

REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify, defend and hold harmless the Franchising Authority, the Town, its officials, employees, boards, commissions, committees and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Franchisee's construction, operation, maintenance or removal of the Cable Communications System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within seven (7) business days of receipt of a claim or action pursuant to this Section. Upon receipt of notice in writing from the Franchising Authority, the Franchisee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Franchisee, its employees and/or agents in the construction, installation, operation or maintenance of its Cable Communications System. The Franchisee shall not be responsible for any claims of damage caused by the negligence of the Franchising Authority, the Town, its officials, boards, commissions, committees, agents and/or employees. If the Franchising Authority determines that it is necessary for it to employ separate counsel the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 8.2 - INSURANCE

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Renewal Franchise, the Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or

property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable Communications System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. The policy shall contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any modification or cancellation.

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). The policy shall contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any modification or cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of the Franchisee. The policy shall contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any modification or cancellation.

(d) The Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein within thirty (30) days of the Effective Date of this Franchise and within thirty (30) days of the renewal of each policy.

SECTION 8.3 - PERFORMANCE BOND

(a) The Franchisee shall maintain, without charge to the Town, throughout the term of the Renewal Franchise a faithful performance bond running to the Town, with good and sufficient surety franchised to do business in the State, in the sum of Twenty Five Thousand Dollars (\$25,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal Franchise.

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

(c) Said bond shall be a continuing obligation of this Renewal Franchise, and thereafter until the Franchisee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal Franchise or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$25,000.00 required coverage herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Franchisee under the Renewal Franchise.

SECTION 8.4 - FRANCHISE FEES

(a) Franchisee shall pay to the Franchising Authority as a Franchise Fee a sum equal to three percent (3%) of the Franchisee's annual Gross Annual Revenues. Said payment shall be made annually, and shall be paid within ninety (90) days after December 31st of each year for the preceding calendar year (Jan-Dec). The first and last payments are to be prorated to reflect the months of this Franchise only.

(b) The Franchisee shall not be liable for a total Franchise Fee pursuant to this Franchise Agreement and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that such five percent (5%) Franchise Fee described in (a) above shall not include the following: (i) capital costs incurred by the Franchisee pursuant to Section 5.5; (ii) any interest due herein to the Franchise Authority because of late payments; (iii) any

charge incidental to the awarding or enforcing or renewal of the Franchise Agreement including payments for bonds, insurance and liquidated damages; or (iv) any other exclusion to the term “franchise fee” pursuant to Section 622(g)(2) of the Cable Act. (c) Subject to Section 8.4(d), the Franchising Authority reserves the right to increase the Franchise Fee percentage payable by Franchisee hereunder. The Franchising Authority will exercise this right by providing ninety (90) days’ advance written notice to Franchisee of its request to increase the Franchise Fee, such notice to be delivered as described herein. The authority of the Franchising Authority to exercise this right shall be limited in the following manner: the Franchising Authority may not request an increase in the Franchise Fee until after the third (3rd) anniversary of the Effective Date of this Agreement, and the Franchising Authority may not institute a Franchise Fee increase of more than one percent (1%) in any twelve (12) month period thereafter. In addition, the Franchising Authority may not request an increase in the Franchise Fee more than two (2) times during the term of this Franchise. In no event shall the Franchise fee exceed five percent (5%) of Franchisee’s Gross Annual Revenues.

(d) Unless the Franchising Authority has elected to provide PEG Access Programming in accordance with Section 5.5, the maximum Franchise Fee payable hereunder shall be 4.5% of Franchisee’s Gross Annual Revenues.

(e) Any non-disputed franchise fee which is past due and which is not received within thirty (30) days of receipt of a notice from the Franchising Authority shall bear interest at the rate of two percent (2%) above the annual Prime Rate.

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

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

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

(h) The Franchise Authority agrees to protect any proprietary information supplied to it in accordance with this Section 8.4(h). If the Franchisee reasonably believes that any documentation to be provided to the Franchising Authority in accordance with the provisions of this Franchise Agreement contains proprietary or confidential information, then the Franchisee shall provide the Franchising Authority with written notice thereof, and thereafter Franchisee shall submit the information to its counsel, who shall confer with the Town's counsel for a determination of the Franchisee's claim of proprietary interest. In the event of a disagreement, the parties shall submit the matter to a court of appropriate jurisdiction.

SECTION 8.5 - EQUAL EMPLOYMENT OPPORTUNITY

The Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 8.6 - REVOCATION OF FRANCHISE

The Franchise issued hereunder may, after due notice and hearing as provided in Section 8.7, be revoked by the Franchising Authority for any of the following reasons:

- (a) For failure to comply with any of the material terms and conditions of the Franchise;
- (b) For any transfer or assignment of the Franchise Agreement without consent of the Franchising Authority as described in Section 8.8;
- (c) For failure to maintain a performance bond as described in Section 8.3 or to maintain insurance as described in Section 8.2.

SECTION 8.7 - NOTICE AND OPPORTUNITY TO CURE

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

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

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

(c) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Franchising Authority or its designee shall promptly schedule a

public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

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

SECTION 8.8 - TRANSFER OR ASSIGNMENT

(a) Subject to applicable federal law, neither the Franchisee nor any other Person may transfer this Franchise or control thereof without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in this Franchise in order to secure indebtedness, or (ii) a transfer to an entity owned and/or controlled by the principal parents of Franchisee, a parent corporation, a subsidiary or affiliate corporation of a parent company or subsidiary or affiliate corporation of Franchisee. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Franchisee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

(b) Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all of the terms and conditions contained in the Renewal Franchise.

SECTION 8.9 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 8.8 above shall be null and void, and shall be deemed a material breach of this Renewal Franchise and the provisions in Section 8.6 shall apply.

(b) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

SECTION 8.10 - REMOVAL OF SYSTEM

Upon termination of this Renewal Franchise or of any renewal hereof by passage of time or otherwise, the Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority or property owner may deem any property not removed as having been abandoned and remove or cause to be removed any components of the Cable System and restore such areas.

SECTION 8.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal and state law and the rules and regulations of the FCC, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action. In the event that the Franchisee and the Franchising Authority cannot agree on a modification of provisions, the conflict may be decided by a court of competent jurisdiction.

ARTICLE 9

MISCELLANEOUS

SECTION 9.1 - SEVERABILITY

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

SECTION 9.2 - FORCE MAJEURE

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

SECTION 9.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchising Authority may specify in writing to the Franchisee.

Town of Brentwood
Attn: Board of Selectmen
1 Dalton Road
Brentwood, NH 03833

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchisee may specify in writing to the Franchising Authority.

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

with copies to:

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

Comcast Cable Communications, Inc.
Attn: Government Affairs
1250 Market Street
Philadelphia, PA 19102

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

SECTION 9.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 9.5 - CAPTIONS

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

SECTION 9.6 - APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to the Town, the Franchisee, and their respective successors and assigns.

SECTION 9.7 – DELEGATION

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

SECTION 9.8 – NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

Pursuant to Section 635(a) of the Cable Act, the Franchisee shall have no recourse against the Franchising Authority, or other governmental entity, or any official member, employee, or agent of such authority or entity arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal Franchise.

SECTION 9.9 – NON-EXCLUSIVITY OF REMEDY

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

(b) The failure of the Franchising Authority to take any action in the event of breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority to take any action permitted by this Renewal Franchise with respect to any other breach by the Franchisee.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 28th DAY OF

December 2004.

TOWN OF BRENTWOOD

By:

Ed Berry
Selectman

William A. Fenwick
Selectman

Wayne J. St. Helens
Selectman

David F. Monto
Selectman

Robert J. Selbet
Selectman

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

By:

Kevin M. Casey
Kevin M. Casey
Senior Vice President
New England Region

EXHIBIT A

**PUBLIC AND MUNICIPAL BUILDINGS
ON THE SUBSCRIBER NETWORK**

Police Department, 1 Dalton Road, Brentwood, NH

Fire Station, 148 Crawley Falls Road, Brentwood, NH

Highway Department, 207 Middle Road, Brentwood, NH

Town Hall, 1 Dalton Road, Brentwood, NH

Town Hall Addition, 1 Dalton Road, Brentwood, NH

Library, 22 Dalton Road, Brentwood, NH

Swasey Central School, 355 Middle Road, Brentwood, NH

EXHIBIT B

PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

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

EXHIBIT C

SCHEDULE OF CURRENT MONTHLY RATES AND CHARGES

Please see the following pages.

CABLE TV Prices[^]

	Current Price	New Price Jan. 1, 2005
Brentwood, NH		
LEVELS OF SERVICE:		
Basic Service	\$11.15	\$12.00
Expanded Basic Service	\$31.85	\$34.00
STANDARD CABLE*	\$43.00	\$46.00
Franchise Related Cost**	\$ 0.26	\$ 0.25
Total Standard Cable with FRC ...	\$43.00	\$46.25
East Kingston, NH		
LEVELS OF SERVICE:		
Basic Service	\$10.97	\$11.75
Expanded Basic Service	\$31.85	\$34.25
STANDARD CABLE*	\$42.82	\$46.00
Franchise Related Cost**	\$ 0.18	\$ 0.16
Total Standard Cable with FRC ...	\$43.00	\$46.16

	Current Price	New Price Jan. 1, 2005
Epping, NH		
LEVELS OF SERVICE:		
Basic Service	\$11.84	\$12.50
Expanded Basic Service	\$30.90	\$33.50
STANDARD CABLE*	\$42.74	\$46.00
Franchise Related Cost**	\$ 0.26	\$ 0.25
Total Standard Cable with FRC ...	\$43.00	\$46.25
Fremont, NH		
LEVELS OF SERVICE:		
Basic Service	\$11.28	\$12.00
Expanded Basic Service	\$31.70	\$34.00
STANDARD CABLE*	\$42.98	\$46.00
Franchise Related Cost**	\$ 0.02	\$ 0.02
Total Standard Cable with FRC ...	\$43.00	\$46.02

	Current Price	New Price Jan. 1, 2005
Kensington, NH		
LEVELS OF SERVICE:		
Basic Service	\$11.15	\$12.00
Expanded Basic Service	\$31.85	\$34.00
STANDARD CABLE*	\$43.00	\$46.00
Franchise Related Cost**	\$ 0.39	\$ 0.38
Total Standard Cable with FRC ...	\$43.00	\$46.38
Raymond, NH		
LEVELS OF SERVICE:		
Basic Service	\$11.66	\$12.50
Expanded Basic Service	\$30.95	\$33.50
STANDARD CABLE*	\$42.61	\$46.00
Franchise Related Cost**	\$ 0.39	\$ 0.38
Total Standard Cable with FRC ...	\$43.00	\$46.38

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

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

[^]The minimum level of cable service you may purchase is BASIC SERVICE. As a cable customer, you must purchase BASIC SERVICE to subscribe to any other video service offered by Comcast. Service, programming and equipment are subject to availability. All pricing, programming and channel locations are subject to change. Please call 1-866-660-6137 for further information. The purchase of premium channels, packages and a la carte services (including IN DEMAND, Pay-Per-View and ON DEMAND) requires the appropriate Comcast cable box. Prices for these services do not include applicable regulatory, FCC user and franchise fees, federal, or state & local taxes.

A LA CARTE Choices

	Current Price	New Price Jan. 1, 2005
HBO (Non-Digital)	\$18.95	\$18.95
Comcast Digital Premium [†]	\$18.95	\$18.95
Choose from HBO, Cinemax, STARZI, Showtime or The Movie Channel.		
Digital Video Recorder Service [‡]	\$ 9.95	\$ 9.95
Monthly fee for digital box and remote is additional**		
TV Guide [™] Weekly Digest	\$ 4.20	\$ 4.20
Service Plus (Non-Digital)	\$ 2.00	\$ 2.00
Charge for reception of premium service(s) or package on additional outlets. (per household)		
Digital Access		
(High-Definition or Digital)	\$ 2.00	\$ 2.45
Charge for reception of premium service(s) or package on additional outlets. (per outlet)		
Digital On-Screen Program Guide ..	\$ 2.95	N/A
Includes: On-Screen Program Guide, Music Choice & Pay-Per-View access (per outlet)		

DIGITAL VALUE PACKAGES*

Comcast Digital Classic	\$ 4.95	\$ 5.95
Comcast Digital Plus	\$ 9.95	\$10.95
Comcast Digital Silver	\$23.95	\$24.95
Comcast Digital Gold	\$33.95	\$34.95
Comcast Digital Platinum	\$46.95	\$46.95
Comcast Digital Platinum Plus Premier Pack	\$49.95	\$50.95
All above packages include access to ON DEMAND		
Comcast Digital Premier Pack [†]	\$ 6.95	\$ 6.95
Comcast Digital Sports Pack [†]	\$ 4.95	\$ 4.95
CSTV, Fox Sports World, Gol TV, NBA TV, NFL Network, Outdoor Channel, Speed Channel & TV Game		

International Channels[†]

Canales Selecto (Hispanic)	\$ 6.95	\$ 6.95
Including Gratis en español On Demand		
RAI (Italian)	\$ 9.95	\$ 9.95
RTN (Russian)	\$14.95	\$14.95
SPT (Portuguese/Brazilian)	\$ 9.95	\$ 9.95
TV5 (French)	\$ 9.95	\$ 9.95
Zee TV (South Asian)	\$14.95	\$14.95
Zhong Tian (Chinese)	\$11.95	\$11.95

ON DEMAND/IN Demand PPV[†]

General Entertainment Programming	FREE***
HBO, Cinemax, Showtime, TMC, Starz	Access included with Digital Premium subscription only.
Hollywood Movies	\$ 2.99/Movie \$ 2.99/Movie
New Released Movies	\$ 3.99/Movie \$ 3.99/Movie
High-Definition Movies	\$ 5.99/Movie \$ 5.99/Movie
Feature Length Adult Programming	\$10.99/Movie or \$13.99/Movie \$13.99/Movie
Live Sports Events & Concerts ...	Prices Vary By Event

* These Digital Packages are the current packages offered. Packages not listed are no longer available. Prices do not include digital box & remote. Certain restrictions apply. Service subject to availability.
 ** DVR recording times are limited. DVR is HDTV compatible. ON DEMAND programs can not be recorded with DVR service. Prior to obtaining a DVR from Comcast, additional documentation and a credit verification may be necessary.
 † With subscription to Digital Classic or above.
 ‡ Minimum service level of Digital Classic required to receive this service or package.
 †† Digital cable box and remote required to view these services.

Comcast Bundle Package Savings:

<p>Subscribe to:</p> <ul style="list-style-type: none"> Standard Cable plus Digital Cable with High-Speed Internet and Digital Phone* <p>Total Savings \$25 Monthly! (\$5 off Digital Cable, \$15 off High-Speed Internet and \$5 off Digital Phone)</p>
<p>Subscribe to:</p> <ul style="list-style-type: none"> Standard Cable plus Digital Cable with High-Speed Internet* <p>Total Savings \$20 Monthly! (\$5 off Standard Cable and \$15 off High-Speed Internet)</p>
<p>Subscribe to:</p> <ul style="list-style-type: none"> Standard Cable with High-Speed Internet and Digital Phone* <p>Total Savings \$20 Monthly! (\$15 off High-Speed Internet and \$5 off Digital Phone)</p>
<p>Subscribe to:</p> <ul style="list-style-type: none"> Standard Cable plus Digital Cable with Digital Phone* <p>Total Savings \$10 Monthly! (\$5 off Digital Cable and \$5 off Digital Phone)</p>

Choose the Package that's right for you!

*Service subject to availability and terms of Comcast Cable Policies and Practices. Bundled packages may not be combined with other promotional discounts. Certain restrictions apply. Customer must remain a subscriber in good standing with two or more qualifying Comcast services. All discounted services subject to any noticed price increases within discount year. In the event a bundle service is canceled, standard prices shall apply to any remaining service(s).

Minimum Qualifying Service Levels:

Video: Standard Cable and Digital Silver or any Digital International Channel Selection.
 Phone: Local line and Value Pack plus local and long distance calling plan.
 Internet: 3Mb speed service with leased or owned modem.
 Savings: Savings for Digital Phone and Digital Cable service based on \$5 per month discount off standard retail price of service purchased. Savings for High-Speed Internet consists of \$15 reduced service price based on standard prices of High-Speed Internet of \$57.95 per month and monthly modem rental fee of \$3.00.

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

All packages include: On-Screen Program Guide, ON DEMAND, Digital PPV and 46 channels of music**

Comcast Digital Classic	Comcast Digital Plus	Comcast Digital Silver	Comcast Digital Gold	Comcast Digital Platinum
ABC News Now BBC America Black Family Channel Discovery HD [†] Discovery Health Discovery Kids ESPN HD ^{††} ESPN News EWTV G4techTV Independent Film Channel INHD [†] INHD2/NEWS HD/ESPN HD ^{††} Jewelry TV by A&E MTV2 National Geographic Channel Nick GAE Nicktoons Noggin Style The Science Channel The World Network Trinity Broadcast Network VH-1 Classic West Country Weatherman Local Women's Entertainment WGBH Classic WGBH Kids ^{†††} WGBH World	Digital Classic Biography Channel Discovery Home Channel Discovery Times Discovery Wings E! Entertainment Network E! News Encore Action Encore Love Stories Encore Mystery Encore True Stories Encore Westerns Fine Living Channel FRTV Great American Country History International I!aTV Lifetime Movie Network MTV Spanish MTV Hits MTV Jams MTV Jams NFL Network Nick Nick Jr. Sundance Channel Golf Channel World Soul WMAI	Digital Plus Any ONE Premium Pack Choice \$24.95**	Digital Plus Any TWO Premium Pack Choice \$34.95**	Digital Plus All Premium Pack Choices \$46.95**
Premium Pack Choices:				
HBO Pack — Includes: 8 HBO channels; HBO, HBO2, HBO Signature, HBO Family, HBO Comedy, HBO Zone, HBO Latino, HBO ON DEMAND & HBO HD***				
Cinemax Pack — Includes: 5 Cinemax channels; Cinemax, MoreMAX, ActionMAX, ThrillerMAX, Cinemax ON DEMAND & Cinemax HD***				
STARZI Pack — Includes: 7 STARZI channels; STARZI, STARZI Theater, STARZI Family, STARZI Cinema, Black STARZI, STARZI Kids, STARZI ON DEMAND & STARZI HD***				
Showtime Pack — Includes: 7 Showtime channels; Showtime, Showtime Too, Showtime Showcase, Showtime Extreme, Showtime Beyond, Flix, Showtime ON DEMAND & Showtime HD***				
The Movie Channel Pack — Includes: 2 channels; The Movie Channel, TMC Xtra & The Movie Channel ON DEMAND				
** Digital or High-Definition cable box, remote and Standard Cable not included in Digital Package pricing. These Digital Packages are the current packages offered. Packages not listed are no longer available. Certain restrictions apply. Service subject to availability. *** Minimum service level required in order to receive this channel. ††† ABC News Now and WGBH Digital Broadcast channels are available as part of a Basic cable subscription. A digital cable box and remote are required.				
\$5.95**	\$10.95**			

INSTALLATION, SERVICE & Equipment

	Current Price	New Price Jan. 1, 2005
Installation Charges (one-time charge):		
Installation of cable, never had service before (primary outlet only)	\$45.75	\$48.95
Activation of cable, had service before (primary outlet only)	\$30.25	\$30.95
Installation/Activation of each additional outlet at time of initial installation	\$15.75	\$15.95
Installation/Activation of each additional outlet at any other time	\$23.99	\$23.95
Relocation of an existing cable outlet	\$20.50	\$21.95
Install Amplifier at time of initial installation	\$15.25	\$16.95
Install Amplifier at any other time	\$35.75	\$38.95
Connection of VCR/DVD at initial installation	\$ 6.50	\$ 7.95
Connection of VCR/DVD at any other time	\$14.50	\$14.95
Install A/B switch at time of initial installation	N/A	\$ 9.95
Install A/B switch at any other time	\$14.50	\$16.95
Service Charges & Transaction Fees (one-time charge):		
Returned check fee	\$20.00	\$20.00
Late Fee (45 days past due)	5%	5%
Reactivation of service to overdue account	\$15.00	\$15.00
Change of service (requiring a visit)	\$15.25	\$11.95
Administrative fee for activation, change of service or digital upgrade (via computer, not available for HD upgrades) . . .	\$ 1.99	\$ 1.99
Digital Service or High-Definition Upgrade (requiring a visit) . . .	\$15.99	\$16.95
Hourly Service Charge for Technician visit (1/2 hour minimum) (connection of customer equipment including all equipment not owned by Comcast such as game systems, home theater, stereos, etc.)	\$30.75	\$32.95
Customer Trouble Call	\$19.99	\$19.95
Equipment Charges (each):		
	Replacement Cost	Replacement Cost
Unreturned or Damaged Equipment		
A/B Switch or RF Bypass Purchase	\$10.00	\$10.00
Home Amplifier Purchase	\$44.50	\$44.50
Monthly Charges:		
Basic Service Only Cable Box	\$ 2.00	\$ 1.25
Digital or Non-Digital Cable Box	\$ 5.20	\$ 4.75
High-Definition Cable Box	\$ 6.95	\$ 7.95
Remote Control	\$ 0.30	\$ 0.30
Service Protection Plan	\$ 2.30	\$ 2.30

⁹ Prices do not apply to Digital Phone Service. Commercial and premium installations are priced separately. Depending on levels of service or programming taken, additional charges for equipment, time and materials may apply. Prices do not include federal, state, and local taxes, FCC user and franchise fees and related costs. HDTV capable cable box only available to customers with an HDTV capable television set (not provided by Comcast). Certain restrictions apply. HDTV signal subject to availability.

EXHIBIT D

ORIGINATION LOCATION

In accordance with the provisions of Section 5.5(f), the Franchising Authority may choose to have video origination capability from one (1) of the following locations:

Town Hall, 1 Dalton Road, Brentwood, NH; or

Swasey Central School, 355 Middle Road, Brentwood, NH