

CABLE SERVICE FRANCHISE AGREEMENT

THIS CABLE SERVICE FRANCHISE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2012, by and between **Cecil County, Maryland**, a body politic and corporate of the State of Maryland (the "County"), and **Armstrong Utilities, Inc.**, an incorporated cable company trading as Armstrong Cable Services (the "Grantee"). The County and Grantee (collectively, the "Parties") hereby covenant and agree as follows:

RECITALS

WHEREAS, in November 2010 the voters approved the conversion of Cecil County's form of local government from a Commissioner County under Article 25 of the Annotated Code of Maryland, to a Chartered County under Article 25A; and upon the effective date of the new County Charter on December 3, 2012 all references to the County Commissioners shall be construed to refer to the County Council and/or the County Executive, where applicable, and all references to the County Administrator shall be construed to refer to the Director of Administration; and

WHEREAS, pursuant to Md. Code Ann., Art. 25, § 3C and Chapter A275 (Cable Service Franchising) of the Cecil County Code ("Chapter A275"), the County is authorized to grant one or more nonexclusive franchises for a community antenna system or other cable television system that utilizes any public right-of-way, highway, street, road, lane, alley, or bridge, impose franchise fees, and establish rates, rules, and regulations for franchises granted thereunder; and

WHEREAS, the County finds that the development and enhancement of Cable Systems within Cecil County is beneficial and will have a positive impact upon the residents of Cecil County; and

WHEREAS, because of the complex and rapidly changing technology associated with Cable Service and related services, the County further finds that the public convenience, safety, and general welfare can best be served by exercising its regulatory powers and franchising authority; and

WHEREAS, the County owns and maintains a system of Public Rights-of-Way throughout Cecil County and the County has the authority to regulate the occupation and use of such Public Rights-of-Way to the maximum extent permitted under applicable law, including, but not limited to, the U.S. Cable Communications Policy Act, codified as Title VI of the Communications Act of 1934, 47 U.S.C. §§ 521 through 573, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the U.S. Telecommunications Act of 1996, and as may be amended from time to time; and

WHEREAS, the County has determined that the grant of a franchise to use and occupy Public Rights-of-Way in Cecil County for the provision of Cable Service would promote the

health, safety, and welfare of the public, stimulate commerce and otherwise serve the public interests; and

WHEREAS, the Grantee currently holds a Franchise to provide Cable Service within Cecil County pursuant to a Franchise Agreement by and between the Parties, effective as of July 1, 1996 (the “Existing Franchise Agreement”) and Grantee has continuously provided Cable Service pursuant to the Existing Franchise Agreement during its term; and

WHEREAS, the Grantee desires to provide, or continue to provide, Cable Service within the boundaries of Cecil County and has requested a franchise renewal in order to do same; and

WHEREAS, the availability of reliable and affordable Cable Services, including high-speed Internet access, for Cecil County residents and businesses is a recognized economic development and quality of life priority of the County and as such Grantee agrees to work with federal, State and regional organizations such as the One Maryland Broadband Network (OMBN), Maryland Broadband Cooperative (MBC) and OMBN anchor institutions to facilitate the “last mile” delivery of services; and

WHEREAS, the County has reviewed the Grantee’s written request and, after due evaluation of the Grantee and Grantee’s history with the County and service to County residents, has determined that it is in the best interest of and consistent with the convenience and necessity of the County to grant a franchise to the Grantee, and that Grantee is not required to file a renewal application pursuant to § A275-4 of Chapter A275.

NOW THEREFORE, the Board of County Commissioners hereby grants to the Grantee a Cable Service franchise (the “Franchise”) in accordance with this Agreement, the Cable Act and applicable law, and in consideration of the County’s grant of the Franchise to the Grantee and the promise by the Grantee to provide Cable Service to the residents of Cecil County, Maryland, the Parties hereto agree as follows:

ARTICLE 1 **GRANT OF FRANCHISE**

SECTION 1.01. Grant of Rights. This Franchise is hereby granted, subject to the terms and conditions of this Agreement, the Cable Act and other laws of general applicability. The grant of this Franchise provides the Grantee the non-exclusive right and privilege to construct, erect, install, maintain, or operate: (i) a Cable System in, upon, along, across, above, over, and under the Public Rights-of-Way within Cecil County now in existence and as may be created or established during the Franchise term; (ii) any poles, wires, cable, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation of a Cable System to provide Cable Service; and (iii) other services as may lawfully be allowed within the Franchise Area. This Agreement does not expressly or implicitly authorize the Grantee to provide service to, or install a Cable System on, private property without the owner’s consent (except for use of compatible easements pursuant to the Cable Act), or to use publicly or privately owned conduits or any other public property without a separate agreement with the owner(s) thereof.

SECTION 1.02. Right of County to Issue and Renew Franchise. The Grantee acknowledges and accepts the right of the County to issue and/or renew a Franchise.

SECTION 1.03. Effective Date of Franchise. This Franchise shall be effective on the date specified in the opening paragraph of this Agreement. This Franchise is contingent upon the Grantee's filing with the County Administrator, to the extent required by agreement of the Parties, any insurance certificates.

SECTION 1.04. Duration. This Agreement shall commence upon its effective date and shall expire on the tenth (10th) anniversary thereof, unless renewed, revoked, or lawfully terminated sooner as herein provided.

SECTION 1.05. Written Notice. All notices, reports, or demands required to be given in writing under this Agreement (except for programming notices which may be given by electronic mail per Section 4.01) shall be deemed to be given when delivered personally to the person designated below, or when ten (10) days have elapsed after it is deposited with the United States Postal Service in a sealed envelope, marked registered or certified mail, with postage prepaid thereupon, or on the next business day if sent via a nationally recognized overnight delivery service, addressed to the party to which notice is being given, as follows:

If to the County: County Executive
 Cecil County
 200 Chesapeake Boulevard
 Elkton, Maryland 21921
 Attention: Director of Administration

If to the Grantee: Armstrong Utilities, Inc.
 122 South Queen Street
 Rising Sun, Maryland 21911
 Attention: General Manager

With copy to: Armstrong Utilities, Inc.
 One Armstrong Place
 Butler, Pennsylvania 16001
 Attention: President and General Counsel

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 1.06. Franchise Not Exclusive. This Franchise shall not be construed as any limitation upon the right of the County, through its proper offices, and in accordance with applicable law, to grant to other Persons rights, privileges, or authority similar to or different from the rights, privileges, and authority herein set forth, in the same or other Public-Rights-of-Way or public places or other places the Grantee is entitled to occupy by this Agreement, permit, or otherwise; provided, however, that such additional grants shall not operate to materially modify, revoke, or terminate any rights granted to the Grantee herein and shall be in accord with applicable law.

SECTION 1.07. Conflict with Cecil County Cable Service Franchising Act and Reservation of Rights. The provisions of Chapter 275A, as amended, are incorporated herein by reference as if set out in full, and form part of the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the provisions of Chapter 275A, then Chapter 275A shall control, except as may be otherwise provided in this Agreement. The County and Grantee each reserves all the rights that they may possess under law unless expressly waived herein.

Unless otherwise specifically provided herein, this Franchise, and the operations conducted by the Franchisee pursuant hereto, shall be governed by the provisions of Chapter 275A, as from time to time amended, which provisions are incorporated herein by reference as if set out in full and form part of the terms and conditions of this Agreement. Notwithstanding the foregoing, this Franchise shall at all times be governed by applicable federal and State law to the extent the same may require preemption of local law or a provision of this Agreement. All rights and privileges granted herein are subject to the police power and regulatory authority of the County and its rights under applicable law to exercise its governmental powers to their full extent. To the extent any provision of or change in Chapter 275A or other local law or regulation has a material impact on the rights granted or obligations imposed on Franchisee hereunder or under such law or regulation, the Parties agree to negotiate in good faith to determine necessary changes in respect thereof to this Agreement. Either party may assert any rights and seek any legal or equitable remedies available in the event such agreement cannot be obtained.

SECTION 1.08. Franchise Area. The Franchise Area encompasses all unincorporated areas of Cecil County, Maryland and the Public Rights-of-Way therein.

SECTION 1.09. Definitions. For the purpose of this Agreement, those terms, phrases, words, and their derivations defined in § A275-2 of Chapter A275 of the County Code shall have the same meaning herein. Words used in the present tense include the future, words in the plural number include the singular number, words used to refer to the male include the female, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined in § A275-2 shall be given their common and ordinary meaning, unless otherwise defined herein.

ARTICLE 2
GENERAL REQUIREMENTS

SECTION 2.01. Governing Requirements. The Grantee shall comply with all lawful requirements of this Agreement and applicable law. In addition thereto, the Grantee shall be bound by all of the provisions of Chapter A275 and any amendments thereto, unless otherwise expressly provided herein.

SECTION 2.02. Franchise Fee.

(a) The Grantee shall pay to the County an annual Franchise Fee of five percent (5%) of Grantee's Gross Revenue. (§§ A275-2(R) and A275-12 of Chapter A275).

(b) The Franchise Fee shall be paid on a quarterly basis and shall be due 45 days after the close of each calendar quarter. Each payment shall be accompanied by a verified statement set forth in a format similar to the Franchise Fee Payment worksheet attached hereto as Exhibit A showing the basis for the computation and such other relevant facts as may be required by this Agreement.

SECTION 2.03. Cable System Construction and Technical Standards.

(a) Construction and Technical Standards. The Grantee shall construct and maintain the Cable System in accordance with applicable law and the technical standards promulgated by the FCC.

(b) Line Extensions. The Grantee shall extend its Cable System in the Franchise Area in accordance with § A275-14 of Chapter A275.

(c) In any areas of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground. Nothing in this Agreement shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

(d) In the event all users of the Public Rights-of-Way relocate aerial facilities underground as part of a County initiated or sponsored undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with the other utilities. Grantee's relocation costs shall be included in any preliminary computation of necessary project funding by the County, other government agency or private parties. Subject to available funding, Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to the other users of the Public Way. In the event that public and/or private funds are not available, Grantee reserves the right to pass its costs through to its Subscribers in accordance with applicable law.

SECTION 2.04. Insurance.

(a) At all times during the term of this Agreement, Grantee shall, at its sole expense, maintain workers' compensation insurance meeting the State's statutory requirements and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) for each accident; and Grantee shall provide a certificate of coverage to the County in accordance with Md. Code Ann., Lab. and Empl. § 9-105(a) (1999 Repl. Vol., 2004 Supp.), as may be amended from time to time. The Grantee shall require any subcontractor similarly to provide workers' compensation insurance for all of the subcontractor's employees, all in compliance with applicable State laws, and to fully protect the County from any and all claims arising out of occurrences on the work. The Grantee hereby indemnifies the County for any damage resulting to it from the failure of either the Grantee or any subcontractor to take out and maintain such insurance.

(b) At all times during the term of this Agreement, Grantee and any subcontractor of Grantee shall, at its sole expense, maintain comprehensive commercial general liability insurance with a company licensed to do business in the State with a rating by Best of not less than "A-minus VII" that shall protect the Grantee, the County, and the County's officials, officers, employees, and agents acting in their official capacities from claims which may arise from operations under this Agreement, whether such operations are by the Grantee, its officials, officers, directors, employees, and agents, or any subcontractors of the Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Grantee's automobiles, products, and completed operations. The amount of insurance for combined single limit coverage applying to bodily and personal injury and property damage shall not be less than Five Million Dollars (\$5,000,000) which may be satisfied by any combination of primary and umbrella or excess coverage over its general liability coverage. The following endorsements shall attach to the liability policy:

(1) The policy shall cover personal injury as well as bodily injury.

(2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

(3) Broad form property damage liability shall be afforded.

(c) The Grantee shall submit to the County Administrator documentation of the required insurance in the form of a certificate of insurance which conforms to the then applicable industry standards for such forms.

(d) The Grantee may acquire, purchase, participate in, or otherwise provide all insurance coverages required in this Section by, through, or under any policy acquired or purchased by, through, or for the benefit of the Grantee and its Affiliates where coverage provided to the Grantee as part of any such insurance coverage considered in its entirety provides a commensurate level of overall coverage and acceptable risk in the reasonable discretion of the County, given the amount of coverage provided and the number of entities insured thereunder.

(e) The Grantee shall not commence any Cable System construction or reconstruction work or permit any subcontractor to commence work until both shall have obtained or caused to be obtained all insurance required under this Agreement and by law.

SECTION 2.05. Indemnification. The Grantee shall, at its sole cost and expense, indemnify, and hold harmless the County and its respective elected and appointed officials, officers, boards, commissions, employees, and agents acting in their official capacities (hereinafter referred to as “Indemnitees”), in accordance with applicable law.

ARTICLE 3

SYSTEM CAPABILITIES, REQUIREMENTS AND OPERATIONAL STANDARDS

SECTION 3.01. General.

(a) The Grantee shall operate and maintain a Cable System covering the Franchise Area with the capacity for no less than 125 video channels received for digital and/or analog transmission and shall allocate a sufficient portion of said bandwidth to deliver reliable two-way Cable Service.

(b) It is understood that technology is changing rapidly. Therefore, the Grantee may utilize other/additional technology, provided that such technology maintains or upgrades the Cable System design and capacity. The Grantee reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of this Agreement in accordance with applicable law and this Agreement.

(c) Upon the execution hereof and upon written request, the Grantee shall notify the County of the number of channels and types of video services it offers and intends to offer on the Cable System. The Grantee shall attach its current channel lineup as Exhibit B hereto. The Grantee shall notify the County in writing within thirty (30) days of any change in the number of channels or types of Cable Services offered. Such written notice may be delivered by electronic mail to the County Administrator and the County Director of Information Technology.

(d) The Grantee shall make all Cable System services available to all residential dwellings and multi-family dwelling units throughout the Franchise Area which meet the line extension and density requirements set forth herein and in Chapter A275.

SECTION 3.02. Standby Power. The Grantee shall provide standby power generating capacity at the Cable System headend capable of providing at least three (3) hours of emergency supply. The Grantee shall maintain standby power Cable System supplies throughout the major trunk Cable networks capable of providing emergency power within the standard limits of commercially available power supply units.

SECTION 3.03. Operational Standards. The Grantee shall comply with the operational standards set forth in § A275-28 of Chapter A275. In the event of a conflict between Chapter A275 and the customer service regulations of the FCC, as amended from time to time, the FCC regulations shall prevail.

In lieu of, or as supplement to, a customer service center(s) (lobby) located in the County, Grantee may provide for convenient customer transactions through Internet and telephone bill payment solutions.

SECTION 3.04. Right of Inspection. In accordance with applicable law and upon reasonable prior written notice, the County, at its sole expense, shall have the right to inspect all construction, reconstruction or installation work performed by the Grantee under the provisions of this Agreement, Chapter A275 and other applicable law, to ensure the Grantee's compliance and to protect the public health, safety, and welfare of the County's citizens. The Grantee shall have the right to be present at such inspections.

SECTION 3.05. Public Requests for Information. Public requests for information received by the County related to the Grantee or this Agreement shall be responded to in accordance with § A275-28 of Chapter A275.

ARTICLE 4 **SERVICES AND PROGRAMMING**

SECTION 4.01. Programming. Programming decisions are within the sole discretion of the Grantee, subject to applicable law regarding notice to the County and Subscribers prior to any channel additions, deletions, or realignments. In accordance with the Cable Act and applicable law, the Grantee shall provide or enable the provision of at least the following broad categories of programming:

- (1) Educational programming;
- (2) News & Information;
- (3) Sports;
- (4) General entertainment (including movies);
- (5) Children/family-oriented;
- (6) Arts; culture and performing arts;
- (7) Foreign language;
- (8) Science/documentary;
- (9) Weather information;
- (10) National, state and local government affairs; and
- (11) Permissible local broadcast programming which meets the "must carry" requirements of the FCC.

SECTION 4.02. Leased Commercial Access. The Grantee shall offer leased commercial access on reasonable terms and conditions and according to applicable law.

SECTION 4.03. County Sites. Basic Cable Service and Internet access will, upon written request of the County, be made available to those County buildings and facilities within the footprint of Grantee's service area set forth in Exhibit C ("County Sites"). Connection and access to the Cable System shall be provided to such public buildings and facilities within 90 days of the County's written request in accordance with A275-30 (A) of Chapter 275. One drop per County Site shall be made without charge for Standard Installation. Grantee will not pass through, as an external cost to Subscribers, the cost of providing Basic Cable Service and

Internet access to the County Sites. In the event of a non-Standard Installation, the County shall pay the costs of said installation.

SECTION 4.04. Public, Educational or Government (“PEG”) Channels.

(a) Upon one hundred eighty (180) days’ prior written request, Grantee shall make available to each of its Subscribers who receive some or all of the Cable Services offered on the Cable System, reception of one (1) public access channel, which shall be used for non-commercial PEG programming. Such channel shall be made available to all Subscribers located within the Franchise Area, and may be made available outside the Franchise Area. (§ A275-31 of Chapter A275)

(b) The PEG channel shall be made available by Grantee for non-commercial use by the County in accordance with the rules and procedures established by the County or any lawfully designated person, group, organization or agency authorized by the County for that purpose. Grantee will provide the PEG channel on the lowest available digital tier or as otherwise provided in federal and State laws or regulations. Nothing in this Section is intended to limit Grantee’s rights under applicable law to institute and enforce policies and procedures regarding the use of PEG channels.

(c) The Parties acknowledge that, as of the date of this Agreement, the Grantee does not have access to any PEG programming feed from the County and is therefore unable to directly provide the PEG services contemplated in this Section or Chapter A275. In the event that the County has entered into a Franchise Agreement with another Cable Service provider which does have access to a PEG Programming feed (the “PEG Provider”), Grantee shall coordinate with such PEG Provider for a handoff of the PEG feed to fulfill their PEG obligation; provided, (i) such handoff of the PEG feed is technically feasible; (ii) the connection point is mutually convenient and agreed upon; (iii) the PEG Provider provides its written consent prior to any connection, and (iv) Grantee is responsible for the cost, if any, in making the connection to the PEG Provider for PEG purposes. Grantee shall cooperate with the PEG Provider and the County in good faith to satisfy the requirements of this Section.

ARTICLE 5
MISCELLANEOUS

SECTION 5.01. Entire Agreement; Modification; Interpretation.

(a) This Agreement constitutes the entire agreement of the Parties with respect to the subject matter described herein, and may not be changed or modified except by agreement in writing signed by the Parties.

(b) The Franchise granted under the terms and conditions of this Agreement shall be consistent with applicable law. In the event of conflict between this Agreement and the terms and conditions on which the County can grant a franchise or the terms and conditions of any law rule or regulation adopted or enacted after the effective date hereof by the County, the Agreement shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police powers of the County in enforcing law, rule, or regulation of general applicability. In

the event that a federal or state law is changed that supersedes County law, rules and regulations, the Grantee and the County agree to make amendments to this Agreement to incorporate said change in law. The Parties reserve the right to challenge provisions of any law, rule, or regulation which conflicts with its contractual rights, either now or in the future.

SECTION 5.02. Captions. Section titles in this Agreement are solely for convenience and reference, and are not intended for interpretation or construction of this Agreement.

SECTION 5.03. Governing Law and Venue. This Agreement shall be governed, construed, and interpreted by, through and under the laws of the State of Maryland. Venue for any action arising hereunder shall be filed, heard, and determined in the federal courts located in Baltimore, Maryland, or in State courts located in Cecil County, Maryland.

SECTION 5.04. Severability. If any provision in this Agreement or the application thereof cannot be enforced to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law. The invalidity, illegality, or unenforceability of any term or provision of this Agreement shall not affect or limit the validity, legality, or enforceability of any other term or provision hereof.

SECTION 5.05. Non-Waiver. No indulgence, waiver, election, or non-election by the County under this Agreement shall affect the Grantee's duties and liabilities hereunder.

SECTION 5.06. Assignment.

(a) This Agreement shall not be assigned or transferred, either in whole or in part, or leased, sublet, or mortgaged in any manner, nor shall title thereto, either legal or equitable, or any right, interest, or property therein, or Control over such Franchise, pass to or vest in any Person without the prior written consent of the County. The Grantee may, however, transfer or assign this Franchise without the consent of the County to:

(i) any Affiliate or to a wholly owned subsidiary of the Grantee (or its parent corporation) and such subsidiary may transfer or assign this Franchise back to the Grantee without such consent, provided that such transfer or assignment is without any release of liability or responsibility of the Grantee for any claim which may arise in connection with the actions or inactions of Grantee prior to such transfer or assignment;

(ii) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Franchise or in the Cable System in order to secure indebtedness, or

(iii) the sale, conveyance, transfer, exchange, or release of fifty percent (50%) or less of its equitable ownership.

Within thirty (30) days of receiving a notice of transfer, the Grantor may, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires regarding the legal, financial, and technical qualifications of the transferee or new Controlling party. The proposed assignee must agree to comply with all provisions of this Agreement. The County shall have 120 days to act upon any request for

approval of such a sale or transfer submitted in writing that contains or is accompanied by the information required by FCC regulations and the County. The County shall be deemed to have consented to a proposed transfer or assignment if its refusal to consent is not communicated in writing to the Grantee within 120 days following receipt of written notice of said transfer and aforementioned information, unless the requesting party and the County agree in writing to an extension of time.

(b) The Grantee shall promptly notify the County of any actual or proposed change in, or transfer of, or acquisition by any other party of, Control of the Grantee. Every assignment or transfer of the Grantee shall make this Franchise subject to revocation unless and until the County shall have consented thereto, which consent shall not be unreasonably withheld or unless consent was not required. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of Control, the County may inquire into such legal, technical, and financial matters as the County deems pertinent to its approval; and the Grantee shall assist the County in such inquiry.

(c) The consent or approval of the County to any transfer of the Grantee shall not constitute a waiver or release of the rights of the County in and to the Public Rights-of-Way, and any transfer, by its terms, shall be expressly subordinate to the terms and conditions of this Agreement.

(d) In accordance with the above, in no event shall a transfer of ownership or Control be approved without the successor in interest becoming a signatory to this Agreement.

SECTION 5.07. Authority. Each person executing this Agreement on behalf of any party hereto warrants that he or she has the right and authority to execute this Agreement, and that all the procedures and approvals that are necessary and required to enable him or her to execute properly this Agreement have been followed and secured. Each party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement.

SECTION 5.08. Competitive Equity. The Grantee acknowledges that the County has and reserves the right to grant additional franchises to provide Cable Services within the Franchise Area. Prior to granting another Franchise, including a renewal Franchise, the County shall give not less than 60 days' written notice to the Grantee of any other proposal to service all or part of the Franchise Area, identifying the applicant for such other Franchise and specifying the date, time, and place at which the County shall consider and/or determine whether such other Franchise should be granted. In the event that the Grantee believes that the County has entered into another Franchise with terms or provisions that are, taken as a whole, more favorable or less burdensome than the terms set forth in this Agreement, taking into consideration, where reasonably warranted, the situation as it existed at the time this Agreement was negotiated, the County upon request by the Grantee shall enter into negotiations with the Grantee within sixty (60) days of such request, to modify this Agreement to provide the Grantee such more favorable or less burdensome terms or provisions.

SECTION 5.09. Modification. Except as agreed to herein, no provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee.

SECTION 5.10. Abandonment of Cable System. During the term of this Agreement, if the Grantee decides to abandon or no longer use all or part of its Cable System, it shall give the County written notice of its intent at least sixty (60) days prior to the announcement of such decision, which notice shall describe the property to be abandoned and its location. The County shall have the right to require the Grantee to remove the property from the Public Rights-of-Way or to cause the property to be removed and charge the Grantee with the costs related thereto, unless said property is being used for other services provided by the Grantee pursuant to applicable federal law.

SECTION 5.11. Force Majeure. Neither the County nor the Grantee shall be liable for damages or subject to penalty due to delay or failure to perform any duty imposed by this Agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party, including, for example, but not limited to, utility outages, non-availability of materials, military or police action, labor shortage or dispute, changes in applicable law, or severe weather or other acts of God. Within thirty (30) days of the Grantee's discovery of the event causing such delay or failure, the Grantee shall provide the County with written notice describing the cause of the delay or failure and estimating the period of time in which such delay or nonperformance will be cured.

SECTION 5.12. Notice of violation; hearing. Violations of this Agreement or Chapter A275 shall be addressed in accordance with § A275-39 of Chapter A275 and applicable law.

[SIGNATURES OF THE PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the County and the Grantee have executed this Cable Service Franchise Agreement the date and year first above written.

CECIL COUNTY, MARYLAND

Attest:

Alfred C. Wein, Jr.
Director of Administration

By: _____
Tari Moore, County Executive

By: _____
, County Council President

GRANTEE:

ARMSTRONG UTILITIES, INC.

By: _____

Name: Jeffrey A. Ross

Title: President

(Corporate Seal)

STATE OF MARYLAND, COUNTY OF CECIL, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2013, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ in his/her capacity as the duly authorized _____ of _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained, and in my presence signed and sealed the same as _____.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal

Notary Public

My Commission Expires:

STATE OF _____, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2013, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ in his/her capacity as the duly authorized _____ of _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained, and in my presence signed and sealed the same as _____.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal

Notary Public

My Commission Expires:

EXHIBIT A

Franchise Fee Payment Worksheet (Sample)

EXHIBIT B

Grantee's Channel Lineup (current as of [Date of Agreement])

EXHIBIT C

County Sites Eligible for Basic Cable and Internet Service

In the event of relocation of any of the County facilities listed in this Exhibit C during the term of the Franchise Agreement, Grantee shall provide Basic Cable and Internet Service to the new Site pursuant to Section 4.03 of the Franchise Agreement.