

CABLE SERVICE FRANCHISE AGREEMENT

THIS CABLE SERVICE FRANCHISE AGREEMENT (the "Agreement") is made and entered into this 5 day of FEBRUARY, 2013, by and between the **Cecil County, Maryland**, a body politic and corporate of the State of Maryland (the "County"), and **Comcast of Elkton, LLC**, a Delaware limited liability company (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 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 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.

In the event that Grantee completes an upgrade to the Cable System serving the Cecilton/Galena area from the Elkton headend on or before the seventh (7) anniversary of this Agreement, the term of this Agreement shall be extended by five (5) years to fifteen (15) years. For purposes of this provision, "upgrade" shall mean the Cable System is capable of delivering a minimum activated bandwidth capacity of 550MHz to at least ninety-five percent (95%) of the dwellings currently served by Grantee in the Cecilton/Galena area.

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 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 second 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: Office of the County Executive
Cecil County Government
200 Chesapeake Boulevard
Elkton, Maryland 21921
Attention: Director of Administration

If to the Grantee: Comcast
5729 West Denneys Road
Dover, Delaware 19904
Attn: Government Affairs Department

With Copies to:

Comcast
1301 McCormick Drive
Largo, Maryland 20774
Attn: Government Affairs Department

Comcast Cable Northeast Division
676 island Pond Road
Manchester, New Hampshire 03109
Attn: Government Affairs Department

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. Police Powers. The Grantee hereby acknowledges that its rights hereunder are subject to the police powers of the County to adopt and enforce general public local laws pursuant to applicable law and necessary to the health, safety, and welfare of the general public. The Grantee shall comply with all applicable laws enacted or adopted by the County pursuant to such power.

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.

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 to areas with a minimum density of thirty (30) dwelling units per mile in areas with aerial Cable plant and sixty (60) dwelling units per mile in areas with underground Cable plant provided; however, that the Grantee shall not be required under any density standard to extend into those areas of the Franchise Area where another cable service company is serving customers. For purposes of this provision, "per mile" means within one mile, as measured in strand footage, from the nearest point of the Cable System trunk or feeder line from which a usable Cable signal is obtainable.

(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. If relocation costs from public or private funds raised for such project are made available to other users of the Public Rights-of-Way by the County, then the Grantee shall be entitled to proportional reimbursement of its relocation costs. 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 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 be caused by operations under this Agreement, whether such operations are by the Grantee, its officials, officers, directors, employees, and agents. 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 in Section 2.03.

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 will, upon written request of the County, be made available to those County buildings and facilities 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 275A. 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 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 at a minimum be made available to all Subscribers located within the Franchise Area served by the Elkton headend, 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) In the event that the County has entered into a Franchise Agreement with another Cable Service provider which does have access to any PEG programming feed to fulfill their PEG obligation, Grantee agrees to cooperate with such other Cable Service provider(s) to facilitate the handoff of the PEG feed; provided, (i) such handoff of the PEG feed is technically and financially feasible; (ii) the connection point is mutually convenient and agreed upon; (iii) the Grantee provides its written consent prior to any connection, and (iv) Grantee is not responsible for the cost, if any, in facilitating the connection of another provider for PEG purposes.

(d) Grant. Upon the written request for a PEG channel pursuant to this Section, Grantee shall pay the County a one-time grant in the amount of Forty-Three Thousand Dollars (\$43,000.00), with such payment to be made within sixty (60) days of such request.

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 the 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, 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.

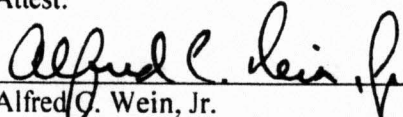
SECTION 5.12. Notice of violation; hearing. Violations of this Agreement or Chapter A275 shall be addressed in accordance with § A275-39 of Chapter A275 and applicable law

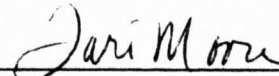
[SIGNATURES OF THE PARTIES ON NEXT PAGE]

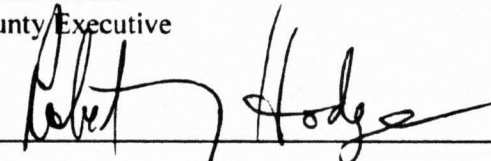
IN WITNESS WHEREOF, the County and the Grantee have executed this Cable Service Franchise Agreement the date and year first above written.

CECIL COUNTY, MARYLAND

Attest:

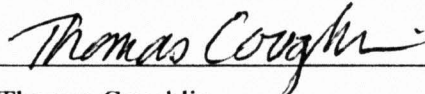

Alfred C. Wein, Jr.
Acting Director of Administration

By: 
Tari Moore
County Executive

By: 
County Council President

GRANTEE:

COMCAST OF ELKTON, LLC

By: 
Name: Thomas Coughlin

Title: Senior Vice President, Beltway Region

(Corporate Seal)

STATE OF MARYLAND, COUNTY OF CECIL, to wit:

I HEREBY CERTIFY, that on this 5 day of FEBRUARY, 2013, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LARK MOORE AND ROBERT MOORE in his/her capacity as the duly authorized OFFICIALS of CECIL COUNTY, 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



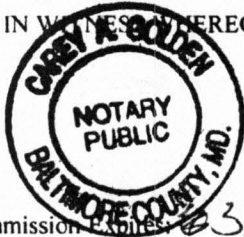
Vicky Rinkeman
Notary Public

My Commission Expires: 06/09/2013

STATE OF Maryland COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 7 day of June, 2013, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas Cushman in his/her capacity as the duly authorized Senior Vice Pres. of Comcast & Cable 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



Carey A. Golden
Notary Public

My Commission Expires: 3/10/14

EXHIBIT A

Franchise Fee Payment Worksheet (Sample)



Vendor ID:
 Contract Name:
 Statement Period:
 Payment Amount:

Statement Number:
 CUID:
 System ID:

System Name:

Email:

Phone:

Franchise Name and Address

This statement represents your payment for the period listed above.

Revenue Category	Amount
Expanded Basic Video Service	
Limited Basic Video Service	
Digital Video Service	
Pay	
PPV / VOD	
Video Equipment	
Digital Video Equipment	
Video Installation / Activation	
Franchise Fees	
Other	
Late Fees	
Write-offs / Recoveries	
Ad Sales	
Home Shopping Commissions	
Total	
Franchise Fee %	
Franchise Fee	

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the accounting of the gross revenues received by this corporation for the period.

THIS _____ ON BEHALF OF THE CORPORATION.

Notary Public

EXHIBIT B

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

THE NEW XFINITY CHANNEL LINEUP

We've organized all your channels by service level. So you can find what you want, when you want it.



The New XFINITY Channel Lineup.
It's the faster way to find what you're looking for.

For more info, visit www.xfinity.com



Greater Elkton - Effective January 14, 2013

LIMITED BASIC

SD	HD	Channel Name
20	341	C-SPAN
104	342	C-SPAN2
287		Daystar
291	339	FWTN
3	808	HSN
295		Inspiration Network
75		Jewelry TV
34		Jewelry TV
4		KYW 3 CBS
190		Unleashed Access
135		The Pentagon Channel
10	810	QVC
89/283		ShopNBC
290		TRN
208		WBA MeTV
11	811	WBA 11 NBC Baltimore
205		WBFF The Country Network
206		WBFF This TV Network
1	305	WBFF 40 FOX Baltimore
5		WCAU 10 NBC Philadelphia
867		WFCO 14 Univision Washington DC
3	813	WJZ 10 CBS Baltimore
209		WMAR 10 NBC

2	802	WMAR 2 ABC Baltimore
563		WMDO 47 UniMas Washington DC
268		WMPT 2
269/553		WMPT V me
12	812	WMPT 22 PBS Annapolis
14	804	WNCV 54 CW Baltimore
294		The Word Network
6		WPI 6 ABC Philadelphia
198/568		WQAW 18 America America
9		WTXF 29 FOX Philadelphia
203		WUTR Bounce TV
31	803	WUTR 24 MY Baltimore
865		WVDC 25 Telemundo Washington DC
550		Xfinity Extra Backup

DIGITAL STARTER

SD	HD	Channel Name
29	831	A&E
29	831	ABC Family
23	840	AMC
17	838	Animal Planet
11	837	FX America
59	881	ART

115	874	bio
103	822	Boomerang TV
70	832	Bravo
941		C-SPAN
942		C-SPAN2
115		C-SPAN3
12	878	Cartoon Network
297		The Church Channel
50	819	CNN
55	817	CNN
8	856	The Comcast Network MA
27	846	Comcast SportsNet Mid Atlantic
46	828	Comedy Central
17	869	Discovery Channel
33	880	Disney Channel
50	833	E!
36	850	FSPN
380		FSPN 3D
17	851	FSPN2
199		FWTN
166		FXA Free
44	839	Food Network
14	840	Fox News
21	841	FX
138	801	FX2
193	881	FX3

67	849	Golf Channel
69	924	GSN
115	876	H2
137	330	Hallmark
157	394	Hallmark Movie Channel
65	876	Headline News
19	838	HGTV
60	875	History Channel
808		HSN
11	889	Investigation Discovery
298		JCTV
11	835	Lifetime
119	885	Lifetime Movie Network
57	345	MASN
17	841	MASN2
19		MovieFlix
38	818	MSNBC
25	884	MTV
66	848	NBC Sports
30	819	Nickelodeon
132		OWN

Channels are subject to change without notice. Channel availability is subject to change without notice. Channel availability is subject to change without notice. Channel availability is subject to change without notice.

Greater Elkton - Effective January 14, 2013

DIGITAL STARTER

SD	HD	Channel
62/123	931	Oxygen
	882	Palladia
128	935	PBS Kids Sprout
	810	CVC
282		Smile of a Child
46	857	Speed Channel
32	827	Spike
118	834	style
52	829	Syfy
599		TRN Encore
18	826	TBS
51	890	TOM
45	837	TLC
31	825	TNT
188	840	Travel Channel
38	841	truTV
100	940	TV Guide Network
44		TV Land
	822	Universal
26	823	USA
	870	Velocity
53	886	VH1
33	815	The Weather Channel
	981	Xfinity 3D

Includes Limited Basic and Limited Basic with Digital Equipment. A standard definition digital converter is provided for the primary outlet and access to pay per view programming. Not all channels available in additional outlets with a Digital Adapter where available.

DIGITAL ECONOMY

SD	HD	Channel
39	831	A&E
28	889	AMC
37	868	Animal Planet
59	866	BET
	941	C-SPAN
	942	C-SPAN2
42	878	Cartoon Network
35	817	CNN
56	828	Comedy Central
17	869	Discovery Channel
43	880	Disney Channel
55	833	ET
	799	EWTN
54	839	Food Network
34	820	Fox News
116	876	H2
137	830	Hallmark
60	875	History Channel
	808	HSN
40	835	Lifetime
	810	OVC
38	841	truTV
100	940	TV Guide Network
44		TV Land
26	823	USA

33 | 815 | The Weather Channel

Includes Limited Basic with Digital Equipment. A standard definition digital converter is provided for the primary outlet and access to pay per view programming. Not all channels available in additional outlets with a Digital Adapter where available.

FAMILY TIER

SD	HD	Channel
43		Disney Channel
136		DisneyXD
54		Food Network
65		Headline News
49		HGTV
130		The Hub
109		National Geographic Channel
30		Nickelodeon
128		PBS Kids Sprout
110		Science Channel
133		Teen Nick
33		The Weather Channel

Includes Limited Basic with Digital Equipment. A standard definition digital converter is provided for the primary outlet and access to pay per view programming. Music Choice and HD channels not available. Not all channels available in additional outlets with a Digital Adapter where available.

DIGITAL PREFERRED

SD	HD	Channel
120		Aspire
171		BBC World News
732	854	CBS Sports
174		Centric
146	883	CMT
145		CMT Pure Country
107		Current TV
113	873	Destination America
81		Discovery Fit & Health
25		Discovery
16	877	DisneyXD
50	891	Encore
152		Encore Action
58		Encore Drama
34		Encore Family
156		Encore Love
154		Encore Suspense
160		Encore Westerns
119	852	ESPNews
130	853	ESPN2
170		Flix
125	821	Fox Business Network
148	886	Fox
147		FX
167		FX2
133	834	The Hub
168	843	FX
168		FX2
163		FX3
112		Military Channel

138	859	MLB Network
139		MTV Hits
142		MTV Jams
140		MTV2
631		mun2
109	871	National Geographic Channel
108	914	National Geographic Wild
749	863	NBA TV
733	860	NFL Network
739	858	NHL Network
131		Nick Jr
132		Nick Jr
139		Nicktoons
629		nuvoTV
128	864	Outdoor Channel
155	846	Ovation
161		RealZ Channel
168		RetroFlix
175		RJTV
175	872	Science Channel
194	815	Simmonsian
165		Sundance
133		Teen Nick
131	630	TBS
173	865	TV One
718		TVQ
667		tvk24 Korean
143		VH1 Classic
154		VH1 Soul
121	836	Wet TV

Includes Limited Basic with Digital Equipment. A standard definition digital converter is provided for the primary outlet and access to pay per view programming. Not all channels available in additional outlets with a Digital Adapter where available.

SPORTS & ENTERTAINMENT PACKAGE

SD	HD	Channel
196		beIN Sport
84		beIN Sport 2
111	860	Big Ten Network
111	871	Big Ten Sports Network
82	864	CBS Sports
10		Crime & Investigation
15		ESPN Classic
12		ESPN College Football
19	852	ESPN News
10	853	ESPN2
20		Fox College Sports Atlantic
22		Fox College Sports Southeast
15		Fox College Sports West
15	842	Fox Soccer Channel
8		FX
10		FX2
9	854	MLB Network
10	861	NBA TV
10	860	NFL Network
10	866	NFL Network 2
10	868	NFL Network 3

728	864	Outdoor Channel
736		Sportsman Channel
735	862	The Tennis Channel
718		TVQ

Available as an add-on service with subscription to Digital Starter or higher level of service. Not all channels available in additional outlets with a Digital Adapter where available.

MUSIC CHOICE

SD	HD	Channel
423		70's
422		80's
421		90's
418		Adult
416		Alternative
437		Blues
412		Classic
417		Classic
431		Classic Country
440		Classical Masterpieces
432		Contemporary Christian
404		Dance / Electronic
439		Easy Listening
410		Gospel
406		Hip-Hop
402		Hip-Hop and R&B
405		Hits
436		Jazz
427		Kidz
441		Live Classical
415		Metal
445		Mexicana
442		Musica Urbana
425		Party
413		Pop
443		Pop Latino
418		R&B
419		R&B
404		Rap
411		Rap/R&B
414		Reno
410		Rock
446		Romances
418		Singers & Swing
434		Smooth Jazz
414		Soul
424		Souls
433		Sounds of the 60s/70s
434		Soundscape
426		Stage
407		Throwback
429		Today's
424		Toddler
411		Topicals
432		True Country
431		Universal

MULTILATINO

MULTILATINO MAX OR ULTRA

327 | WMAX 51

Requires a standard definition digital converter and limited basic service with subscription to limited basic with Digital Equipment at higher level of service. Charges for variable on additional outlets with a Digital Adapter where available.

SD	HD	Channel
592		BabyFirst Americas
630		Bandamax
583		beN Sport n
602		Canal 52MX
615		Caracol TV
606		CB Television Microcan
588		CentroAmerica TV
647		Cine Latino
645		Cine Mexicano
570		CNN en Espanol
641		De Pelicula
643		De Pelicula Clasico
575		Discovery en Espanol
593		Discovery Familia
590		Discovery Espanol
622		Ecuavisa
585		ESPN Deportes
597		ESPN en Espanol
584		Fox Deportes
567		Galavisión
657		Grand Cine
577		History en Espanol
579		ITN
639		ITV Musica
598		La Familia Cosmopolitan
587		La Familia Sports
601		Mexicana
605		Multimedios
631		mun2
629		muvoTV
607		Once TV
626		Prisionas
635		RadioSon Latino
571		SLR
623		Sol Peru
599		TBN Palace
620		Telere
604		Teleformula
633		Telenor
606		Telemundo W
616		Tels
621		TV Chile
616		TV Columbia
612		TV Dominicana
617		TV Venezuela
618		TV Internacional
664		UnMas W
662		Univision W
627		Unisma
694		VMA Kids
637		Vanderbilt
649		Viejo Movies
611		WAPA America

SD	HD	Channel
330		RBC America
832		Bravo
356		The Comcast Network MA
346		Comcast SportsNet Mid Atlantic
850		ESPN
851		ESPN2
849		Golf Channel
895		Lifetime Movie Network
845		MASN
844		MASN2
884		MTV
848		NBC Sports
879		Nickelodeon
935		PBS Kids Sprout
827		Spike
829		Syfy
826		TBS
837		TLC
825		TNT
886		VH1

PREMIUM

SD	HD	Channel
328		3Max
329		3Stax
324		ActionMax
320		319 Cinemax
322		Cinemax W
307	300	HBO
306		HBO W
302		HBO 2
305		HBO Comedy
304		HBO Family
311		HBO Latino
303		HBO Signature
313		HBO Zone
301		ViceMax
350	357	The Movie Channel
352		The Movie Channel Extra
330		JustMax
349	349	Showtime
336		Showtime Beyond
347		Showtime Extreme
342		Showtime Showcase
341		Showtime To
320	369	Starz
334		Starz Encore
337		Starz Edge
332		Starz Encore
333		Starz Kids & Family
335		Starz Max

PAY-PER-VIEW

SD	HD	Channel
707	706	ESPN Game Plan / Full Court
501	785	IN Demand 1
502		IN Demand 2
543		Juicy
757	760	789 NBA League Pass/MLS Direct Kick
757	760	790 NBA League Pass/MLS Direct Kick
777	784	787 NHL Center Ice / MLB Extra Innings
549		Penthouse TV
544		Playboy
548		Real
547		TFN
542		Xtasy

Requires a standard definition digital converter and limited basic with Digital Equipment. Sports subscriptions are subject to blackout according to league broadcast rules. Sports subscriptions cannot be canceled, refunded, or credited in part or in whole after the season starts. Sports subscriptions conclude at the end of sports regular season and subscribe must wait for next broadcast, if available, when available.

INTERNATIONAL SELECTION

SD	HD	Channel
690		ARF NEWS
667		CGTV4 Chinese
654		Channel One Russia
660		CGT Zhong Tian Chinese
664		CTV
670		The Filipino Channel
669		IMA Prov
662		The Israeli Network
692		Life OK
689		NeoGeoNet
662		Phoenix Networks
663		Phoenix North America
679		RA Italian
680		RTN Russian
687		Russian Kino
694		SET Asia
696		She Gold
693		Star Plus
695		TV Asia
671		TV Japan
660		TV6 French
668		W4TV Washington Western TV
697		Wap TV Asian Indian

Requires a standard definition digital converter and limited basic with Digital Equipment. Charges for variable on additional outlets with a Digital Adapter where available.

Requires a standard definition digital converter and limited basic with Digital Equipment. Charges for variable on additional outlets with a Digital Adapter where available.

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Channel Lineup Effective 1/14/2013

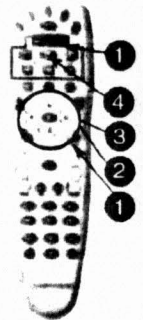
Restrictions may apply. Not all programming available in all areas. A subscription to Limited Basic is required to receive any other video service level. Digital equipment or CableCard is required to receive Digital TV Packages. HDTV Broadcast signals are included with subscription to Limited Basic. To receive HDTV signals provided by Comcast an HDTV capable television set (not provided by Comcast), CableCard and/or an HDTV digital converter are required. In addition, to receive Digital Starter, Digital Preferred, Sports & Entertainment Package or Premium (i.e. HBO, Showtime) HDTV signals, the HD Technology Fee and a subscription to the corresponding service tier is required to view HD channels above Limited Basic. Digital Adapter (where available) does not provide access to premium services, pay-per-view, On Demand, the interactive electronic programming guide or other two-way interactive services. Channel lineup subject to change.

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How to use Xfinity On Demand.

1. Select the On Demand key on your remote control or tune to Channel 1 for On Demand.
2. Use your remote to navigate and choose a category from the on-screen menu and press OK/SELECT. A list of available titles in your category will appear. To learn more about title, highlight it using the arrows and press OK/SELECT to get more information.
3. Once you have selected a program to watch, simply press OK/SELECT to watch your title.
4. You can use your remote to fast forward, rewind or pause your selection.

On Demand programming subject to change.



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THE NEW XFINITY CHANNEL LINEUP

We've organized all your channels by service level. So you can find what you want, when you want it.

The New XFINITY Channel Lineup
It's the faster way to find what you're looking for.



For more info, visit www.xfinity.com



Cecilton/Galena - Effective January 14, 2013

LIMITED BASIC

SD	HD	
5		C-SPAN
17		PWTN
19		KYW-3 CBS
6		QVC
8		Style
4		TV Guide Network
11		WPA 11 NBC Baltimore
13		WBFF 16 FOX Baltimore
21		WUAB 19 NBC Philadelphia
22		WHYY 12 PBS Philadelphia
14		WJZ 13 CBS Baltimore
2		WMAR 2 ABC Baltimore
3		WMPT 22 PBS Annapolis
9		WNJ 63 CW Baltimore
20		WPXI 8 ABC Philadelphia
7		WTKR 29 FOX Philadelphia
8		WUTB 24 MY Baltimore

STANDARD SERVICE

SD	HD	
36		A&E
32		ABC Family
34		Animal Planet
38		C-SPAN2
28		Cartoon Network
48		CNBC
24		CNN
35		Comcast SportsNet Mid-Atlantic
31		Comedy Central
27		Discovery Channel
43		Disney Channel
41		E!
23		ESPN
38		ESPN2
42		Food Network
32		GAC
26		Headline News
44		History Channel
44		ISN
30		Lifetime
43		MTV
46		Nickelodeon
33		Speed Channel

30		Soke
31		TVY
22		TR3
40		TDM
30		TLC
34		TNT
39		truTV
45		TV Land
29		USA
44		VH1
49		The Weather Channel

PREMIUM

SD	HD	
44		Comcast
44		HBO
44		Showtime

Standard Service includes premium channels. Premium channels are available for an additional fee. © 2013 Comcast. All rights reserved.

Cecilton/Galena - Effective January 14, 2013

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Channel Lineup Effective 1/14/2013

Restrictions may apply. Not all programming available in all areas. Channel lineup subject to change.

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EXHIBIT C

County Sites Eligible for Basic Cable 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 Television Service to the new Site pursuant to Section 4.03 of the Franchise Agreement.

Cecil County Government Broadband and TV Building Locations

EXHIBIT C.

<u>Department</u>	<u>Location</u>	<u>Vendor</u>	<u>TV total connections</u>	<u>Broadband</u>	<u>DSL</u>
DPW / Roads	758 E. Old Philadelphia Rd. Elkton MD. 21921	Comcast	3		
DPW / Roads	Nottingham 191 Harrisville Rd, Colora, MD. 21917	Armstrong	1		1
DPW / Central Landfill	758 E. Old Philadelphia Rd. Elkton MD. 21921	Comcast	1		
DPW / CCAB	200 Chesapeake Blvd, Elkton, MD. 21921	Comcast	1		
Administration/ CCAB	200 Chesapeake Blvd, Elkton, MD. 21921	Comcast	1		
IT / CCAB	200 Chesapeake Blvd, Elkton, MD. 21921	Comcast	2		4
SSCT / CCAB	200 Chesapeake Blvd, Elkton, MD. 21921	Comcast	2		
Maintenance / CCAB	200 Chesapeake Blvd, Elkton, MD. 21921	Comcast	1		
Maintenance / Courthouse	129 East Main Street, Elkton, MD. 21921	Comcast	1		
Parks & Rec	Sonic Arena 2706 Northeast Rd, North East, MD 21901	Armstrong			1
Parks & Rec	Rising Sun Office 17 Wilson Rd, Rising Sun, MD 21911	Armstrong			1
Economic Dev	Tourism Office 68 Heather Lane, Suite 43 Perryville, MD. 21903	Verizon			1
Circuit Court	129 East Main St. Elkton, MD. 21921	Comcast	10		
Waste Water	Meadowview 208 Fletchwood Rd. Elkton, MD. 21921	Comcast			1
Waste Water	Del A Plaine Pump 996 Turkey Point Rd., North East MD 21901	Comcast			1

