

**CABLE FRANCHISE AGREEMENT BETWEEN  
THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF UPPER  
MARLBORO, AND COMCAST OF MARYLAND, LLC**

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THIS CABLE FRANCHISE AGREEMENT (the “Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the Town Board of Commissioners of the Town of Upper Marlboro, a municipal corporation under the laws of the State of Maryland (hereinafter sometimes referred to as the “Town” or “Franchisor”), and Comcast of Maryland, LLC, a company duly organized and existing under the laws of the State of Maryland (hereinafter sometimes referred to as “Franchisee”).

WHEREAS, Franchisee has been operating a Cable System pursuant to a nonexclusive cable franchise granted in 1999 and has applied to the County to renew its nonexclusive franchise to own, construct, reconstruct, install, maintain, repair, extend and operate a cable system in the County, and the County desires to issue a renewal franchise to Franchisee under appropriate terms and conditions; and

WHEREAS, the Town is a “local franchising authority” in accordance with Title VI of the Communications Act of 1934, as amended (*see* 47 U.S.C. §522(10)), and is authorized to grant one or more nonexclusive cable system franchises pursuant to the Charter of the Town of Upper Marlboro, § Section 82–16(2)(y), Ordinance 2022-09 and Subtitle 5A. - Cable Television and Telecommunications of the Prince George’s County Code, adopted by reference herein (the “Town Cable Code”); and

WHEREAS, the Town and Franchisee have reached agreement on the terms and conditions set forth herein, including the terms and conditions for provision and maintenance of institutional network capacity as set forth in that certain Settlement Agreement between Prince George’s County, Md. and Participating Municipalities and Comcast of Maryland, LLC for the Indefeasible Right of Use of Institutional Network Facilities, and Provision of Cable Modem Services, attached hereto as Exhibit A; and

WHEREAS, the Town has identified the future cable related needs and interests of the Town and its residents, has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s plans for constructing, maintaining, operating and repairing its Cable System are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, the Town has relied on Franchisee’s representations regarding its financial, technical, and legal qualifications and its plans for installing, constructing, reconstructing, maintaining, operating, and repairing its Cable System; and

WHEREAS, based upon Franchisee’s representations and information, the Board has determined that, subject to the provisions of Cable Code, the terms and conditions set forth herein, and provisions of Applicable Law the renewing of the nonexclusive cable franchise to Franchisee is consistent with the public interest.

NOW, THEREFORE, in consideration of the Town’s renewal of a cable franchise to Franchisee and Franchisee’s agreement to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

## I. DEFINITIONS

Except as otherwise provided herein, the definitions and word usage set forth in the Cable Code are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

- 1.1 *Access Channel*: Any Channel on the Cable System set aside under this Agreement for public, educational, or government use in accordance with Applicable Law.
- 1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.
- 1.3 *Applicable Law*: All federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations including, but not limited to, FCC resolutions, orders, rules, and regulations, the Cable Code, and all administrative and judicial decisions interpreting the same.
- 1.4 *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals and/or the transmission or retransmission of PEG Channels required by this Agreement.
- 1.5 *Cable Code*: Ordinance 2022-09 and Subtitle 5A. - Cable Television and Telecommunications of the Prince George's County Code, adopted by reference herein (the "Town Cable Code"), as amended from time to time.
- 1.6 *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6). If during the course of this Agreement any service is classified to be or not to be a "Cable Service" by a court of competent jurisdiction in a decision that constitutes a binding legal precedent on the Town or Franchisee, or by the FCC in a decision that is binding on the Town or Franchisee, then the term "Cable Service" as used in this Agreement shall be interpreted in accordance with such decision.
- 1.7 *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7).
- 1.8 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).
- 1.9 *Complaint*: Complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy.
- 1.10 *Communications Act*: The Communications Act of 1934, as amended.
- 1.11 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies, operations, or management of a Person, the Cable System, or the Franchisee, including working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments, or negative control, as the case may be, of a Person, the Cable System, or the Franchisee. A rebuttable presumption of the existence of Control

of, or a Controlling interest in, a Person shall arise from the beneficial ownership, directly or indirectly, by any Person or group of Persons acting in concert (other than underwriters during the period in which they are offering securities to the public) of five percent (5%) or more of voting interests or fifty percent (50%) or more of nonvoting interests of such Person. Control or Controlling interest as used in this Agreement may be held simultaneously by more than one (1) Person or group of Persons. Notwithstanding the preceding sentence, if one (1) Person owns a majority of the voting interests of a Person, the Cable System, or the Franchisee, such owner shall be presumed to have sole Control of and to possess the sole Controlling interest in such Person, the Cable System, or the Franchisee unless another Person exercises *de facto* control (as that term is defined under the precedents of the FCC) of the Controlled Person, the Cable System, or the Franchisee, in which case such other Person also shall have Control and a Controlling interest.

- 1.12 *Drop*: The cable or wire that connects the distribution portion of a Cable System to a Subscriber's premises.
- 1.13 *Economically and Technically Feasible*: Capable of being provided through technology that has been demonstrated to be feasible for its intended purpose, in an operationally workable manner and in a manner whereby the Cable System has a reasonable likelihood of being operated on reasonably profitable and commercially practicable terms.
- 1.14 *Educational Access Channel*: An Access Channel available for the use by educational institutions in, or for the benefit of, the Franchise Area as designated by the Town.
- 1.15 *FCC*: The United States Federal Communications Commission, its designee, or any successor governmental entity thereto.
- 1.16 *FCC's 621 Order*: Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, MB Docket No. 05-311, Third Report and Order, 34 FCC Red 6844 (2019).
- 1.17 *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to control. This includes, but is not limited to, severe or unusual weather conditions, pandemic, strike, labor disturbance, lockout, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, fire, flood, or other act of God, and sabotage.
- 1.18 *Franchise*: The franchise granted by this Agreement as defined in Ordinance 2022-09 and Section 5A-102(a)(19) of Subtitle 5A. - Cable Television and Telecommunications of the Prince George's County Code.
- 1.19 *Franchise Area*: The territorial confines of the Town, and any areas added or annexed thereto during the Term of the Franchise, excluding therefrom any incorporated municipalities therein.
- 1.20 *Government Access Channel*: An Access Channel available for the use by the Town and other governmental entities as may be authorized by the Town.

1.21 *Gross Revenue*: Any and all cash, credits, property or consideration of any kind or nature that constitute revenue within the meaning of the Cable Communications Policy Act of 1984, as the same may be amended derived directly or indirectly by Franchisee or any Affiliate from the operation of the Cable System to provide Cable Service in the Franchise Area. All Parties acknowledge that Franchisee maintains its books in accordance with generally accepted accounting principles (GAAP). Disputes regarding the classification of revenue and other accounting issues shall be resolved based on Generally Accepted Accounting Principles (GAAP), provided that the Franchisor reserves its right to challenge Franchisee's interpretation of GAAP, and even if GAAP is properly applied that Franchisor reserves the right to challenge on the basis that such an interpretation is in conflict with 47 U.S.C. 542. Gross Revenue on bundled services will be calculated as provided in Section 8.5. Gross Revenue shall include all items permitted to be included in gross revenues for the calculation of franchise fees under Applicable Law, including, by way of example and description but not by way of limitation, the following: all Subscriber and customer revenues net of bad debts, including revenue for:

1.22 Basic Service, digital service tiers, pay per view services, video on demand services, expanded services and premium services;

1.23 all fees charged to any Subscribers for or in connection with any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation, broadcast fees, administrative fees, DVR fees, fees for program guides, fees for the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; cable franchise fee, PEG fee, and FCC regulatory fee pass through to Subscribers; fees for repair calls unless unrelated to the provision of Cable Service; fees for provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or otherwise;

1.24 revenues from the sale or lease of access channel(s) or channel capacity;

1.25 compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services via a Cable Service on the Cable System, such as a home shopping channel or a similar service, subject to the exceptions below;

1.26 Cable Service revenue generated by Franchisee or by any Affiliate through any means that have the primary effect of avoiding the payment of compensation that would otherwise be paid to the Town for the Franchise granted in this Agreement and not as part of a legitimate business objective or venture independent of Cable Service;

1.27 a pro rata portion of all revenue derived by Franchisee or any Affiliate pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area, subject to the exceptions below. The allocation shall be based on the number of Subscribers in the Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue except as specifically provided herein.

Gross Revenue shall not include the following:

1.28 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System including professional service fees and insurance and/or bonding costs which revenues have been reflected in the Gross Revenues of Franchisee;

1.29 Bad debts written off by Franchisee in the normal course of its business, but reported as revenues; provided, however, that bad debt recoveries and adjustments to bad debt shall be properly reflected and included in Gross Revenue during the period collected or adjusted;

1.30 refunds, rebates or discounts made to Subscribers or other third parties, such as leased access providers, to the extent such refunds, rebates or discounts represent an actual refund or rebate of or a reduction in the price paid by Subscribers or other third parties;

1.31 for purposes of this Franchise, any revenues generated by services that are Non-Cable Services;

1.32 any revenue of Franchisee or any other Person which is received from the sale of merchandise through any Cable Service distributed over the Cable System, except for that portion of such revenue which is paid to Franchisee as a commission or a fee for cablecasting such programming;

1.33 revenue from the sale of Cable Service on the Cable System in a resale with respect to which the buyer is obligated to collect and pay a franchise fee to the County;

1.34 any tax of general applicability imposed upon Franchisee or upon Subscribers by a Town, state, federal or any other governmental entity and required to be collected by Franchisee from Subscribers and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees);

1.35 the provision of Cable Services to customers without charge, including, without limitation, the provision of Cable Services to public institutions as required or permitted herein, provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barbers, services or other items of value shall be included in Gross Revenue;

1.36 sales of capital assets or sales of surplus equipment;

1.37 program launch fees and other programmer reimbursements to the extent such fees and reimbursements were not paid directly to Franchisee;

1.38 directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.39 investment income; and

- 1.40 agency commission fees for unaffiliated third party advertising sales agencies.
- 1.41 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20).
- 1.42 *Institutional Network or I-Net*: as it is defined under the Communications Act, 47 U.S.C. §531(f), means a communication network which is constructed or operated by the cable operator and which is generally available only to subscribers who are not residential subscribers.
- 1.43 *Liability or Liabilities*: Any and all charges, damages, expenses, penalties, fines, costs, claims, liabilities, obligations, debts, attorneys' and other fees of every kind and character, known and unknown, contingent or otherwise. Liability or Liabilities shall also mean any damage or loss to any real or personal property of, or any injury to or death of, any Person or the County or any Participating Municipality.
- 1.44 *Non-Cable Services*: Any service that does not constitute a Cable Service including, but not limited to, Information Services and Telecommunications Services.
- 1.45 *Non-Residential Subscriber*: A Subscriber other than a Residential Subscriber.
- 1.46 *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and some weekend hours.
- 1.47 *Normal Operating Conditions*: Those service conditions which are within the control of the Franchisee. Conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, pandemic, civil disturbances, power outages, telephone network outages, and severe weather conditions. Conditions that are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System.
- 1.48 *Participating Municipalities or Participating Municipality*: Those municipalities listed as such in Exhibit C hereto and incorporated herein by reference. Except where the context clearly provides or would require a contrary construction or interpretation, the term Town shall include or mean County and Participating Municipality.
- 1.49 *Parties*: Comcast of Maryland, LLC and the Town of Upper Marlboro.
- 1.50 *PEG*: Public, Educational, and Governmental.
- 1.51 *PEG Channels*: Refers collectively to all Public Access Channels, Educational Access Channels, and Government Access Channels required by this Agreement.
- 1.52 *Person*: An individual, partnership, association, corporation, joint stock company, trust, limited liability company, organization, governmental jurisdiction, and any other form of entity, but such term shall not include the Town.

- 1.53 *Plant Mile*: The length in miles or fractions thereof of strand-bearing or underground cable as measured on the right-of-way from pole to pole or from pedestal to pedestal.
- 1.54 *Public Access Channel*: An Access Channel available for public access programming.
- 1.55 *Public Benefit Corporation*: Any non-profit, tax-exempt organization that has as a primary purpose the provision of services of an educational, health, civic, charitable, or similar nature within the Town.
- 1.56 *Public Building*: Any facility (owned or leased) of the County or a Participating Municipality located in the County.
- 1.57 *Public Right-of-Way or Public Right-of-Way*: The surface of, and the space across, in, over, along, above and below, any public street, highway, freeway, bridge, tunnel, park, parkway, land, path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, waterway, or similar property, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way utilized for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Town in the Franchise Area which Town rights-of-way, consistent with the purpose for which they were dedicated, may be utilized for the purpose of installing, operating, repairing, and maintaining a Cable System. Public Rights-of-Way also means any easement now or hereafter held by the Town within the Franchise Area for the purpose of public travel, or for utility or public service use utilized for compatible uses and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Town and the Franchisee to the use for the purposes of installing, operating, and maintaining the Franchisee's Cable 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 System. Public Rights-of-Way shall not include any Town buildings, structures, or other improvements, regardless of whether they are situated in a Public Right-of-Way. No reference herein to a Public Right-of-Way shall be deemed to be a representation or guarantee by the Town that its interest or other right to control the use of such property is sufficient to permit the use of such property for the Franchisee's purposes hereunder, and Franchisee shall be deemed to gain only those rights to use such property as are properly in the Town and as the Town may have an undisputed right to give to Franchisee for the purposes of this Agreement.
- 1.58 *Region*: The area within the Washington, D.C. Designated Market Area ("DMA") as defined by the FCC.
- 1.59 *Resident*: Any occupant who resides in a residential dwelling in the Town or a Participating Municipality, including, without limitation, occupants of apartment houses, one- and two family dwellings, rooming houses, condominiums, town homes, nursing homes and mobile home parks.
- 1.60 *Residential Subscriber*: A Resident who is a Subscriber.

- 1.61 *Service Interruption*: The loss of picture or sound or the substantial deterioration thereof.
- 1.62 *Standard Installation*: Installations where the point of utility ingress at the customer's dwelling unit premises are within three hundred and fifty (350) foot drop distance of the nearest point of Franchisee's trunk and distribution system.
- 1.63 *Subscriber*: A Person who legally receives Cable Service over the Cable System, whether or not a fee is paid for that Service.
- 1.64 *System Outage*: A Service Interruption of at least 4 hours affecting more than 10% of Subscribers.
- 1.65 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).
- 1.66 *Title VI*: Title VI of the Communications Act.
- 1.67 *Transfer*: shall mean any transaction subject to review under the Cable Code, subject to the following further clarifications:
- 1.68 any ownership or other right, title, or interest in a publicly traded corporation controlling the Franchisee or its Cable System shall not constitute a Transfer unless more than 50% of such ownership is transferred, sold, assigned, leased, or sublet, directly or indirectly; or
- 1.69 for the Franchisee, any ownership or other right, title, or interest cognizable under FCC regulations of fifty percent or more in an entity other than a publicly traded corporation controlling the Franchisee, its Cable System, or any person that is a cable operator of the Cable System (or in the Franchisee itself, if it is a publicly traded corporation) is transferred, sold, assigned, leased, or sublet, directly or indirectly, to an entity that does not presently control such entity other than a publicly traded corporation; or
- 1.70 there is any transfer of control of a Franchisee other than to an entity already under common ownership or control with Franchisee; or
- 1.71 the Franchisee or Cable System, or control of the same is transferred to another entity other than to an entity already under common ownership or control with Franchisee; or
- 1.72 any change or substitution occurs in the managing general partners of a Franchisee, where applicable, other than to an entity already under common ownership or control with Franchisee; or
- 1.73 Franchisee, or its corporate parents at any level, enter into any transaction that materially increases the debt that is to be borne by the System directly or indirectly, in a manner that creates an adverse effect on system rates or services; *provided that*
- 1.74 Transfer shall not include transactions in which the Franchisee is reorganized within another corporation owned, owning, or commonly controlled with the Franchisee, if such

transaction does not materially affect the ultimate control of the Franchisee or the sources and amounts of funds available to the Franchisee.

1.75 For purposes of this subsection 1.50, "control" includes actual working control in whatever manner exercised and is not limited to majority stock ownership. Control also includes direct or indirect control, such as through intervening subsidiaries.

1.76 *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

## **2. GRANT OF AUTHORITY: LIMITS AND RESERVATIONS**

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and of Applicable Law, the Town hereby grants to Franchisee and Franchisee accepts from the Town a Franchise with the right and privilege to own, construct, reconstruct, install, repair, operate and maintain a Cable System over, under, through, upon, across and along the Public Rights-of-Way within the Franchise Area, for the purpose of providing Cable Services. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed or conveyed by the grant of the Franchise by this Agreement. This Agreement and the Franchise granted in connection herewith grant no right or power not expressly provided herein, but shall not be read to prohibit Franchisee from offering any service over the Cable System that federal or state law authorizes by reason of the granting this Franchise, provided any requirements for State and Town authorization or registration not inconsistent with federal and state law are satisfied.

2.2 *County and Participating Municipalities' Regulatory Authority*: The Parties acknowledge that the Franchisee intends to provide Non-Cable Services by means of the Cable System. The Parties acknowledge that this Franchise does not encompass or reflect the full extent of the County's or Participating Municipalities' authority over the Franchisee and, notwithstanding any provision hereof, the Parties reserve all of their rights under state and federal law regarding the scope of such authority. The Franchisee also acknowledges that, subject to state and federal law, the County and Participating Municipalities have the authority to regulate the placement, construction, repair, and maintenance of physical facilities located in the Public Rights-of-Way, including the Cable System. Finally, nothing in this Franchise shall be deemed a waiver of any right or authority the County or Participating Municipalities may have now or in the future with respect to: regulation of information services or telecommunications services; or the use of the Cable System to provide such services, *provided* nothing herein shall be deemed a concession by Franchisee that such right or authority exists or may be exercised consistent with Applicable Law.

2.3 *Term*: This Agreement and the Franchise shall be effective as of the Effective Date and shall terminate ten (10) years from the Effective Date (the "Term") unless terminated sooner or renewed in accordance with this Agreement or under Applicable Law. The Parties shall memorialize the Effective Date in writing.

2.4 *Grant Not Exclusive*: The Franchise and the rights granted herein to use the Public Rights-of-Way to provide Cable Services are not and shall not be exclusive, and the Town

reserves the right to grant other franchises, licenses, permits and authorizations to others to use or be in the Public Rights-of-Way, or any portions thereof, for cable services and cable systems, or for any other purpose, and to use said Public Rights-of-Way itself, during the term of the Franchise and any renewal or extension thereof. Any such rights which are granted shall not by their terms reduce or detract from the authority granted under the Franchise and this Agreement.

2.5 *Franchise Subject to Federal Law:* The Franchise and this Agreement are subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.6 *No Waiver:* The failure of either party to this Agreement to exercise a right, require compliance or performance under this Agreement, the Franchise, or Applicable Law, or to declare a breach of this Agreement shall not be deemed to constitute a waiver of such right, or such compliance or performance, or of such breach, nor excuse a party from complying or performing in accordance with this Agreement, the Franchise, or Applicable Law, unless such right, performance, or breach has been specifically waived in writing.

2.7 *Effect of Acceptance of Franchise:* By accepting the franchise granted by the Town and by entering into this Agreement, Franchisee:

2.8 Except as may be otherwise provided in this Agreement, shall comply with the provisions of the Cable Code and this Agreement, subject to Subsection 2.15;

2.9 Acknowledges and accepts the Town's legal right to grant the Franchise and to enter into this Agreement, and to enact and enforce laws, ordinances, rules, and regulations related to the Franchise and the operations contemplated therein;

2.10 Acknowledges and agrees that the Franchise has been granted, and that this Agreement has been entered into, pursuant to processes and procedures consistent with Applicable law, and that Franchisee will not raise any claim to the contrary, or allege in any claim or proceeding against the Town or which may affect the Town that any provision, condition, or term, of the Cable Code, of any law or ordinance granting the Franchise, or of this Agreement, at the time of acceptance of the Franchise, was or is arbitrary, unreasonable, or void, or that the Town had no power or authority to make or enforce any such provision, condition, or term;

2.11 Agrees solely in the unique context of this Franchise that any costs incurred by or on behalf of the Franchisee or its Affiliates (i) associated with the provision of support for PEG access or activities and/or (ii) associated with the provision of support or activities in connection with or relating to the I-Net or any I-Net related activities, will not constitute franchise fee payments within the meaning of 47 U.S.C. § 542 or otherwise except as may be compelled by law and subject to Section 2.12 herein.

2.12 *Incorporation of Cable Code:* The Cable Code as of the Effective Date shall be and is incorporated herein by reference except that to the extent there is a conflict between the terms of the Code and this Franchise, the terms of this Franchise shall control. All Parties agree that there is no limitation on any Franchisor to enforce right-of-way rules and regulations consistent with Applicable Law.

2.13 *Limitation of Town Liability:* In any proceeding involving any claim against the Town, or any other governmental entity, or any elected official, official, member, employee, or agent thereof, arising from a decision of approval or disapproval with respect to a grant, renewal, revocation, transfer, or amendment of the Franchise, or from any change in the Cable Code or law, ordinance, rule, or regulation affecting the Franchisee or the Cable System, any relief, to the extent such relief is required or granted, shall be limited to equitable, injunctive and/or declaratory relief. Franchisee shall notify the § in writing if it applies for or seeks any waivers, exceptions, or declaratory rulings affecting the Cable System from the FCC or any other federal, state, or local regulatory agency.

2.14 Construction of Agreement:

2.15 The provisions of this Agreement shall be liberally construed to effectuate their objectives. Any amendments to the Cable Code after the Effective Date (other than amendments that constitute an exercise of police power covered by Section 2.11 below) shall be consistent with state and federal law, and shall not abrogate any contractual rights of Franchisee contained herein or otherwise alter any of Franchisee's material rights, benefits, obligations or duties specified in this Franchise or impose any new obligations or duties.

2.16 Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 543.

2.17 *Police Powers:* Nothing in this Agreement shall be construed to limit the lawful exercise of the Town's police powers. However, if the lawful exercise of the Town's police power results in any material alteration of the terms and conditions of this Agreement, then the Parties shall modify this Agreement to the mutual satisfaction of both Parties to permit the Franchisee to comply with such exercise of police power with as little adverse impact on the Franchisee as possible. Any modifications shall be in writing.

2.18 *Offsets Against Franchise Fees:* With respect to any franchise requirement that Franchisee believes must be treated as a franchise fee under Applicable Law, this Franchisee and contemporaneous agreements between the Parties identify those requirements and describes how the Parties will treat those requirements.

2.19 Provided, nothing in this Franchise relieves Franchisee of any obligation it may have to reduce franchise fees collected or PEG fees collected, or to refund money to subscribers where an offset reduces the franchise fee being paid by Franchisee, or prevents Town from enforcing any duty to pay refunds if such duty exists.

2.20 If a change in law, or decisions of agencies or courts binding on the Parties requires that other franchise requirements be treated as franchise fees, Franchisee will identify the requirements and the value of the requirements at least 120 days prior to taking any offset. Nothing herein prevents the Town from disputing the treatment of any requirement.

2.21 The Parties may also agree upon such alternative performance as may be mutually agreeable.

2.22 The Parties may pursue any remedies available at law or equity to (1) determine whether an offset is required with respect to a franchise requirement identified by Franchisee and the proper amount of an offset, and (2) recover any offsets that are determined to have been improperly taken.

### **3. PROVISION OF CABLE SERVICE**

3.1 *Density Requirement:* Franchisee shall make Cable Service available to residential dwelling units in all parts of the Franchise Area meeting the minimum density requirements set forth herein. Franchisee may make Cable Service available to businesses in the Franchise Area at its discretion.

3.2 Line extensions will be provided without additional charge, other than for new developments as addressed in 3.2.1 below, where the average density of the new extension is equal to or greater than twenty (20) residential dwelling units per strand mile and the homes are within 350 foot drop distance of the proposed distribution plant path; measuring mileage and units from the nearest point from active Cable System trunk or feeder plant (Starting Point) to the closest point (in distance from the starting point) from which a location may be served with a drop (Ending Point), usually the point of vehicular egress and access to the location.

3.3 For new developments where density will exceed the minimum density requirements set forth above, Franchisee will extend service at the same time as other utilities are placed for the development, except where it is denied reasonable access to the development or where timely notice is not provided to Franchisee.

3.4 In other cases, Franchisee will commence Cable System construction to such area within six (6) months of the earlier of: (1) receiving notice and verification that the density requirement has been met, or (2) after receiving a request for service, and determining that density standards are now satisfied. Construction will be completed within a reasonable period of time considering the nature of the work required. Franchisee shall not be in non-compliance for delays caused by additional time required for permits, pole make-ready work, easement negotiations or other factors outside its control.

3.5 *Line Extension to Low Density Areas:* Franchisee shall extend Cable Service to potential Subscribers upon request where the density standards of Section 3.2 are not satisfied in accordance with the terms and conditions of the Line Extension Cost Sharing Formula attached hereto as Exhibit D which Exhibit D is incorporated herein by reference. The Town may require Franchisee to verify the actual cost of the extension versus the estimated cost to determine whether refunds are due to or under-collections are due from the participating customers. Franchisee shall also extend service if Town, or any other governmental authority, agrees to pay the cost of the extension that a customer would be required to bear under the Line Extension Cost Sharing Formula.

3.6 *Availability of Cable Service:* Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee provides Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a Standard Installation charge, all Residential Subscriber dwelling units that are within three

hundred and fifty (350) feet drop distance of trunk or feeder lines not otherwise already served by Franchisee's Cable System. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, actual additional costs incurred for Residential Subscriber dwelling unit connections that exceed three hundred and fifty (350) feet drop distance and actual costs incurred to connect any Non-Residential Subscriber unit.

3.7 *Cable Service to Public Buildings:* Franchisee will provide service to Public Buildings designated in Exhibit B as provided below. Franchisee must provide one hundred twenty (120) days' notice of any location where it intends to charge for service or equipment, so that the County or a Participating Municipality may notify Comcast to suspend service and take such other steps as may be appropriate under Applicable Law. The foregoing applies only to the extent federal law and the FCC's 621 Orders classify courtesy service as franchise fees or otherwise prohibit courtesy services. In the event that the Communications Act or subsequent FCC Orders provides that the County or a Participating Municipality may require complimentary services, facilities or equipment at no charge, or at a lower charge, it may request the same in accordance with this paragraph and Exhibit B upon no less than one hundred twenty (120) days' notice to Franchisee.

3.8 Franchisee shall provide Basic Service and reception devices (converter boxes or digital television adapters if required) to each Public Building as set forth in the attached Exhibit B. Additional tiers of service and devices may be purchased at the County's or a Participating Municipality's discretion. The County or a Participating Municipality may substitute a location on Exhibit B with a new service location so long as that location is within three hundred (300) feet drop distance of existing trunk or feeder lines. If it is necessary to extend Franchisee's trunk or feeder lines more than three hundred (300) feet drop distance from the serving terminal, solely to provide Service to any such Public Building, the County or a Participating Municipality shall pay for, or require the owner of the Public Building to pay for, such extension in excess of three hundred (300) feet drop distance, shall release Franchisee from the obligation to provide Service to such Public Building, or postpone Franchisee's obligation to provide Service to such Public Building.

3.9 The first service drop for each site that is within 300 feet of the feeder or distribution line shall be installed at no charge.

3.10 Each Public Building served pursuant to this section shall be entitled to one service outlet activated for Basic Service. Additional outlets may be installed subject to standard fees for additional outlets. The Parties recognize that this service obligation only pertains to the standard digital basic channels offered by Franchisee and does not include any pay per view services or similar premium or on-demand services.

3.11 Franchisee will provide up to three converters or other equipment necessary to enable viewing of the activated service per Public Building.

3.12 The County and Participating Municipalities, or the owner of the Public Building if another entity, shall be responsible for the cost of any "terminal equipment," including TV monitors, VCRs, or computers.

3.13 The Franchisee shall be permitted to recover from any building owner entitled to service under this section the direct cost of installing, when requested to do so, more than one (1) outlet or concealed wiring or a service outlet requiring more than three hundred (300) feet of drop cable even if the service must be provided at no charge.

3.14 The cost of inside wiring, additional drops or outlets, and additional converters requested by the owner of a Public Building within these specified Public Buildings, including those drops or outlets in excess of those currently installed, are the responsibility of the owner of the Public Building. If the owner of a Public Building requests the Franchisee to provide such services or equipment, the owner of the Public Building will pay the Franchisee for those costs.

3.15 If there is a change in the Franchisee's technology that affects the ability of the Public Buildings to receive the services set forth in this section, the Franchisee shall be required to replace, at the Franchisee's expense, all the digital converters provided to the Public Buildings as required in sub-section 3.5.1 in order to ensure continued reception of services.

3.16 If it is Economically and Technically Feasible to do so, Franchisee at its option may deliver the services it would be required to deliver under this Section to points designated by the Town in an IP format, and permit the Town to distribute those signals to Public Buildings that would be eligible to receive such services. Town shall notify Franchisee as to each Public Building to which service is redistributed, and as to that building, Franchisee shall have no further obligation to provide the services or equipment required by Section **Error! Reference source not found.**3.5.1 directly to that Public Building.

3.17 *Service and Programming Enhancements:* If the Franchisee or an Affiliate provides a new Cable Service, or substantially more Cable Services, on a commercially deployed basis in the Region, then the Franchisee, within eighteen (18) months, shall provide comparable Cable Services to and in the Franchise Area, unless the Franchisee reasonably determines and demonstrates in writing to the Town that doing so would not be Economically and Technically Feasible or that there is insufficient Subscriber demand for such Cable Service.

#### **4. SYSTEM OPERATION**

- 4.1 Cable System Tests:
- 4.2 Town may require Franchisee to conduct tests of the Cable System to assess compliance with applicable FCC technical standards:
- 4.3 If Town or Franchisee receive complaints about signal quality that may be indicative of non-compliance with technical standards; or
- 4.4 Based on Town's own testing, or on reports submitted by Franchisee;
- 4.5 Or on new or rebuilt portions of the Cable System.
- 4.6 Tests will be conducted in a manner consistent with industry standards. If the tests show that any portion of the Cable System is not compliant, Franchisee will promptly seek to identify the cause of the non-compliance, and take such steps as may be necessary to ensure

that the Cable System does comply, and retest to confirm compliance. A report of the test, noting errors found and corrected, and reporting pre-correction and post-correction results, will be submitted to Town within thirty (30) days of the completion of the test.

4.7 Franchisee will retain records of tests it performs on the Cable System (whether or not required by the Town) and provide copies of those tests on request.

4.8 Under Normal Operating Conditions Franchisee will notify the Town within 2 hours of any outage that affects more than 500 subscribers if the outage cannot be resolved within 24 hours. Franchisee's notice shall include the cause of the outage, the number of nodes and subscribers and geographic areas affected, and when service was restored. Such notice shall be provided as soon as possible, but no later than 24 hours when not under Normal Operating Conditions

4.9 Town Rights to Observe and Perform Tests.

4.10 The Town shall have the right to witness and/or review all required tests. Franchisee shall provide the Town with at least two (2) business days' notice of, and opportunity to observe, any Town-required tests performed on the Cable System.

4.11 Town shall have the right to conduct tests on the Cable System, which test may be subjective, objective or both, with the Town bearing its own expenses. Franchisee will cooperate with Town in the conduct of those tests. Town will provide Franchisee at least ten (10) business days' notice of any test that requires it to attach a device to portions of the Cable System other than the drop at a Public Building service location.

#### **5. SYSTEM FACILITIES**

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

5.2 Shall be designed with an initial analog and digital carrier passband between 50 and 860 MHz;

5.3 Shall be designed to be an active two-way plant for Subscriber interaction, if any, required for selection or use of Cable Service;

5.4 Shall have a modern design when built, utilizing an architecture that will permit additional improvements necessary for high quality and reliable service throughout the term of this Franchisee;

5.5 Shall have protection against outages due to power failures, so that back-up power is available at a minimum: for 24 hours at each headend and at all hubs; and for no less than two hours at each power supply site other than headend and hubs. Franchisee will conduct ongoing monitoring of power supplies;

5.6 Shall be comprised of facilities and equipment of good and durable quality, generally used in high-quality, reliable Systems of similar design;



- 5.7 Shall have personnel, facilities and equipment sufficient to cure violations of any applicable FCC technical standards and to ensure that the Cable System remains in compliance with the standards specified in Subsection 5.17;
- 5.8 Shall have personnel, facilities and equipment as necessary to maintain, operate, and evaluate the Cable System to comply with any applicable FCC technical standards, as such standards may be amended from time to time;
- 5.9 Shall have facilities and equipment designed to be capable of continuous twenty four (24) hour daily operation in accordance with applicable FCC standards except as caused by a Force Majeure event;
- 5.10 Shall have facilities and equipment designed, built and operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals by a Subscriber;
- 5.11 Shall have facilities and equipment designed, built and operated in such a manner as to protect the safety of the Cable System workers and the public;
- 5.12 Shall have available sufficient trucks, tools, testing equipment, monitoring devices and other equipment and facilities and trained and skilled personnel required to enable Franchisee to substantially comply with Applicable Law, including applicable customer service standards and including requirements for responding to System Outages;
- 5.13 Shall have all facilities and equipment and qualified technical personnel available as required to properly test the Cable System and conduct an ongoing and active program of preventive maintenance and quality control and to be able to quickly respond to customer complaints and resolve System problems. Upon request, Franchisee shall provide the Town with available copies of its Cable System maintenance and quality control plan; provided, this requirement does not prevent Franchisee from designating such materials as confidential in accordance with Section 9;
- 5.14 Shall, if applicable, have antenna supporting structures (i.e., towers) and all wireless facilities that are part of the Cable System designed in accordance with all applicable state and local building codes, as amended, and shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration, the FCC, and all other applicable codes and regulations;
- 5.15 Shall have all facilities and equipment available to ensure it will transmit or cablecast PEG signals in substantially the same form that the signal was received without substantial alteration or deterioration. All closed-captioned programming retransmitted over the Cable System shall include the closed-captioned signal in a manner that renders that signal available to Subscriber equipment used to decode the captioning;
- 5.16 Shall provide parental control capability over the use of Cable Services on the System, provided, however, that Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls;

5.17 Shall conform to or exceed all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards which the Town is permitted by a change in law to enforce, and shall substantially conform in all material respects to applicable sections of the following standards and regulations to the extent such standards and regulations remain in effect and are consistent with accepted industry procedures:

- 5.18 Occupational Safety and Health Administration (OSHA) Safety and Health Standards;
- 5.19 National Electrical Code;
- 5.20 National Electrical Safety Code (NESC);
- 5.21 Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration;
- 5.22 Constructing, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules, Part 17; and
- 5.23 The Building Code of the Town (Ord. 2017-01), as amended.
- 5.24 Shall include optional equipment so that any pay-per-view programming can only be activated by the positive action of a Subscriber using, for example, a personal identification number or other individual selection procedure; and
- 5.25 Shall comply with all requirements of Applicable Law, including, but not limited to, the Americans with Disabilities Act. Franchisee shall comply with FCC rules on transmission of closed captioning for the hearing-impaired. For hearing-impaired Subscribers, Franchisee shall provide information concerning the cost and availability of equipment to facilitate the reception of all Basic Services for the hearing impaired. In addition, Franchisee must provide information (upon request) regarding TDD/TTY (or equivalent) equipment, and a publicly listed telephone number for such equipment, that will allow hearing impaired Subscribers to contact Franchisee.
- 5.26 *Status Monitoring.* Status monitoring capability shall be a feature of the electronics in the Cable System and of the backup power in the Cable System set forth in 5.5 of this Agreement.
- 5.27 *Equipment Compatibility:* Franchisee shall comply with all FCC regulations regarding scrambling or other encryption of signals, Subscriber premises equipment, equipment compatibility, and facilities and equipment that permit Subscribers to fully utilize the capabilities of consumer electronic equipment while receiving Cable Service. FCC regulations governing compatibility with consumer electronics equipment, as they may be amended from time to time, including, but not limited to, 47 C.F.R. § 76.630, are incorporated herein by reference.
- 5.28 System Maintenance;

5.29 Franchisee shall, when practicable, schedule and conduct maintenance on the Cable System so that interruption of service is minimized and occurs during periods of minimum Subscriber use of Franchisee's Cable System. Franchisee shall provide reasonable prior notice to Subscribers and the Town before interrupting service for planned maintenance or construction, except where such interruption is expected to be two (2) hours or less in duration or between the hours of 12:00 a.m. to 6:00 a.m. (which is Franchisee's maintenance window). Such notice shall be provided by methods reasonably calculated to give Subscribers actual notice of the planned interruption.

5.30 Consistent with best practice in the industry, Franchisee must regularly inspect its Cable System to ensure the Cable System complies with all applicable safety codes; all equipment cabinets are closed, locked and in good condition; and all wiring, cable and equipment is neatly placed. Franchisee will have a process for investigating reports from the Town regarding locations needing repair and shall confirm completion of the repair in a timely manner.

5.31 Franchisee must remove portions of the Cable System no longer in use. This obligation includes the need to remove abandoned main boxes and pedestals, and to repair or replace damaged facilities. Franchisee may request that it be permitted to abandon underground facilities in place in lieu of removal, and Franchisor may grant such request, subject to appropriate conditions.

5.32 Failure to maintain the System as outlined above could result in penalties as provided by law and this Agreement, or the Town may elect to remove abandoned equipment should Franchisee fail to act within Thirty (30) days of notice. In the event that Town must act, it may recover all reasonable fees from the Performance Bond provided herein.

#### 5.33 Offices:

5.33.1 Franchisee shall maintain two (2) offices, operating during Normal Business Hours, that are geographically dispersed throughout the County to best serve the distribution of customers, and at which Franchisee shall receive and resolve complaints, including without limitation those regarding service, equipment malfunctions, exchanges and billing and collection disputes, and at which customers may make payments and drop off equipment. As an alternative to taking customer payments and equipment at Franchisee's offices Franchisee may contract with third-party payment centers for the purpose of taking customer payments and equipment. Nothing in this section shall require Franchisee to relocate any office from its location as of the Effective Date.

5.33.2 Upon thirty (30) days written notice to the Town, Franchisee reserves the right to relocate any existing office within the County so long as such local office locations satisfy the standards set forth below.

5.33.3 Franchisee affirms its commitment to locate its stores or third-party service locations geographically in such a way to ensure its customers have convenient access regardless of income or neighborhood demographic and based on non-discriminatory business

considerations such as historical foot-traffic patterns, availability of retail space at acceptable pricing, proximity to public transportation options, and similar business factors.

5.33.4 Franchisee shall provide prepaid mailers to customers to receive or return equipment. Franchisee shall provide free pick up and drop off in Prince George's County for customers who identify themselves as having mobility issues.

5.33.5 Franchisee must have reasonable procedures in place that permit the customer, without additional cost, to conduct any business that could have been conducted at customer service office(s) by telephone and/or online.

5.33.6 After the fifth anniversary of this Franchise, at the request of Franchisee, the Parties shall negotiate in good faith a possible of reduction in the number of offices to one (1) taking into consideration the level of foot traffic at the closing office, the availability of third-party service locations, and the ability to comply with 5.5.3 above.

#### 5.34 Interconnection:

5.34.1 The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area at suitable locations as determined by the Franchisee for PEG channel sharing purposes. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.34.2 At the request of the Town, the Franchisee shall, to the extent permitted by Applicable Law and its contractual obligations to third parties, use every reasonable effort to negotiate an interconnection agreement with any other franchised cable system in the County or any Participating Municipality for the sharing of the PEG Channels on the Cable System, and shall interconnect on reasonable terms subject to full reimbursement of the Franchisee's costs.

5.34.3 The Franchisee shall in good faith cooperate with the Town in implementing interconnection of the PEG signals with communications systems beyond the boundaries of the Town at no cost to the Franchisee. Interconnections existing as of January 1, 2022, will continue to be provided.

#### 5.35 Emergency Alert System:

5.35.1 The Franchisee shall install and thereafter maintain for use by the Town an Emergency Alert System ("EAS") consistent with State and regional EAS requirements.

5.35.2 This EAS shall at all times be operated in compliance with FCC requirements. Subject to the foregoing, the EAS shall be activated by a representative of the Town through the State and regional EAS system, without the assistance of the Franchisee, for emergency broadcasts in the event of a civil emergency or for reasonable tests.

5.35.3 The Town will provide reasonable notice to the Franchisee prior to any test use of the EAS. The Franchisee shall cooperate with the Town in any such test.

5.36 *Home Wiring*: Franchisee shall comply with all applicable FCC requirements, including any notice requirements, with respect to home wiring. Prior to a Subscriber's termination of Cable Service, the Franchisee will not restrict the ability of a Subscriber to remove, replace, rearrange or maintain any cable wiring located within the interior space of the Subscriber's dwelling unit, so long as such actions are consistent with FCC standards. The Franchisee may require a reasonable indemnity and release of liability in favor of the Franchisee from a Subscriber for wiring that is installed by such Subscriber.

## 6. PEG SERVICES

### 6.1 PEG Channels

6.2 Generally. The term "County" when used in this Section to refer to an entity, does not include the Participating Municipalities. Subject to the other provisions of this Section, Franchisee will deliver to every Subscriber eight (8) County-wide standard definition (SD) PEG Channels for PEG use by the County, and up to three (3) SD PEG Channels for PEG use for each Participating Municipality (the Narrowcast PEG Channels) in accordance with subsection 6.3, below. High definition (HD) channels will be made available as provided in Section 6.7. County-wide channels shall be carried in incorporated and unincorporated areas of the County. Narrowcast PEG Channels will be distributed to customers within a Participating Municipality's jurisdiction. In addition to the eight County-wide SD Channels, the County may also distribute Narrowcast PEG Channels in unincorporated areas, and may also program Narrowcast PEG channels within a Participating Municipality when the channel is not being used by that Participating Municipality with the consent of the Participating Municipality, so long as the programming does not duplicate programming already shown on another PEG channel in the County. The County or any Participating Municipality may designate a Public Benefit Corporation or other third party, non-profit entity to manage any of the PEG channels. The entity that manages a PEG channel, whether a Franchisor or some other entity, is referred to as a "PEG Provider."

### 6.3 SD Narrowcast PEG Channels.

6.4 A Participating Municipality may continue to program the number of SD Narrowcast PEG Channels, up to three (3), that it programs as of the Effective Date of this Agreement, as documented in Exhibit E hereto.

6.5 A Participating Municipality who as of the Effective Date of this Agreement has not activated a Narrowcast PEG Channel may require Franchisee to make available one (1) activated SD Narrowcast PEG Channel within its jurisdiction and any required return line and equipment required to transport the PEG programming from the point where the signal will originate, within one hundred and eighty (180) days of a written request therefor and consistent with the requirements with this Section. Except for feed lines for the one (1) activated SD channel identified above, costs for return feeds shall be as set forth in Section 6.17 below.

6.6 A Participating Municipality that is not programming three SD Narrowcast PEG Channels as of the Effective Date of this Agreement may request to program additional SD Narrowcast PEG Channels (up to the maximum of three). The channel must be activated, within

one hundred and twenty (120) days of a written request, so long as existing return feeds and equipment can support the Narrowcast PEG Channel, and within 180 days in the event the existing return feeds and equipment cannot support the additional Narrowcast PEG Channel. Costs for return lines shall be as set forth in Section 6.17 below.

### 6.7 High Definition ("HD") PEG Channels Signals.

6.8 Any HD PEG channels being carried as of the Effective Date will continue to be provided as listed in Exhibit E hereto. The SD version of any PEG channel carried in HD may be discontinued upon 30-days' notice to the County and customers.

6.9 The County may require Franchisee to provide up to three County-wide HD channels, all of which shall be controlled by the County. The first two County-wide HD channels were launched prior to the Effective Date. The third County-wide HD channels may be requested at any time after the Effective Date provided that Franchisee shall have 90 days from the County's notice to launch the channel. All Parties agree that Franchisee shall have 180 days to launch the channel if a fiber build is required,

6.10 Each Participating Municipality may require Franchisee to carry one Narrowcast HD PEG Channel. The Narrowcast HD Channel may be requested at any time. A second Narrowcast HD PEG Channel may be requested any time six months after the Effective Date of this Franchisee. Franchisee must begin carrying the Narrowcast HD PEG Channel within 90 days of a written request therefore, or 180 days if a fiber build is required. The SD version of the channel may only be discontinued by Franchisee following 30-days' notice to the Franchisor and subscribers.

6.11 Responsibility for Content: Provision of Signal to Franchisee. The County will provide the content that will be carried on the County-wide PEG Channels, and each Participating Municipality will provide the content carried on the Narrowcast PEG Channels.

6.12 Additional HD PEG Channels. Franchisee agrees that it will provide additional HD PEG Channels if it is providing all Basic Service channels (other than PEG Channels) in a higher definition format than SD. Then, at either party's option, all PEG channels may also be made available in HD and the Franchisee may cease carriage of the remaining SD PEG channels. In the event Franchisee discontinues providing SD channels, the PEG channel obligation shall not exceed eight (8) County-wide and three (3) Narrowcast PEG channels per Participating Municipality in HD.

6.13 Franchisee's Right To Reclaim PEG Channels. As required by the Communications Act, the County and Participating Municipalities will permit Franchisee to use any activated PEG channel when it is not being used for PEG programming. Franchisee shall give the County or Participating Municipality at issue written notice that it believes a channel is substantially unused. The County or Participating Municipality will respond within 60 days either verifying that the channel is substantially unused and may be reclaimed by Franchisee or to present a plan for commencing substantial utilization of the channel within the next 30 days. Franchisee reserves the right to utilize for its own purposes any portion of non-activated PEG Channels in its discretion. The County or a Participating Municipality, upon no less than ninety

(90) days' notice, may elect to reclaim and utilize such PEG Channels, or the portion being used by Franchisee for their intended purpose, which notice shall briefly explain how the channel, or portion being reclaimed, will be used.

6.14 Provision of PEG Channels To All Subscribers. PEG Channels shall be provided as part of the basic tier of service so long as there is a basic tier to which each Subscriber must subscribe, and otherwise, shall be delivered to every Subscriber without any additional fee or charge in addition to the fee or charge the subscriber is paying for the commercial Cable Services the Subscriber receives. PEG Channels shall require no equipment other than the equipment used by a Subscriber to receive commercial Cable Services. Provided, that if a Subscriber does not have the equipment necessary to receive commercial Cable Services in HD, Subscriber will not be able to view PEG Channels in HD without buying or leasing the appropriate HD equipment and subscribing to HD service.

6.15 Channel Delivery Requirements. Each PEG Channel from the point of delivery to Franchisee shall be delivered to Subscribers without material degradation so that each PEG Channel is as accessible, recordable, viewable and available in the same resolutions and at a quality equal to the quality of the primary signal of local broadcast stations carried on the System; provided, Franchisee is not required to deliver a signal in a higher quality format than is delivered to the Franchisee. Franchisee may implement HD carriage of PEG Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality equivalent from the perspective of the viewer to other HD channels of the same resolution carried on the Cable System.

6.16 PEG Channel Assignments. The Franchisee shall carry the programming on each of the respective PEG Channels as indicated in Exhibit E with the existing channel assignments. The Franchisee shall use its best efforts to provide HD PEG Channels with channel assignments that are consecutive or near consecutive, and near other local HD Channels or if that is not possible, that are in the lowest available HD Channel sequence. The Franchisee shall not arbitrarily or capriciously change such channel assignments, and the Franchisee shall minimize the number of such changes; provided, however, that the Franchisee may change such channel assignments as it deems appropriate so long as the Franchisee: (i) gives the access channel programmer forty-five (45) days' notice of such change; (unless commercially impracticable); (ii) provides notices of the change in at least two monthly subscriber bills, one of which must be in advance of the change, and the second promptly after the change; and (iii) reimburses the Franchisors the following amounts to defray the costs incurred for making logo and other changes necessitated by channel designation changes and public awareness of new channel numbers: \$10,000 to the County for each County-wide PEG Channel relocated and \$2,000 to each Participating Municipality that is programming an affected narrowcast PEG channel for each channel it is programming, with a cap of \$70,000 for channel relocations occurring at the same time. If the cap would be exceeded applying the formula above, a maximum of \$35,000 would go to the County, with the remainder going to the Participating Municipalities, and divided pro rata among the Participating Municipalities who are programming affected PEG channels.

6.17 Connection to System from PEG Origination Points.

6.18

General obligations.

(A). The location where the Franchisee receives a PEG signal from a PEG Provider is a "PEG Origination Point." The PEG Origination Points are set forth in Exhibit F. The connections from the PEG Origination Points are "PEG Return Feeds," and may be comprised of video encoders or a similar device that places the PEG signal on the connection, network transport equipment, fiber optic links, a decoder or similar device that allows the PEG signal to be inserted for downstream transmission to subscribers, and related components. The demarcation point at which a PEG Provider provides a PEG signal to the Franchisee is referred to as the "PEG Signal Handoff." For PEG Return Feeds provided by Franchisee, the PEG Signal Handoff is the input of the encoder or similar device. Franchisee is responsible for providing, maintaining and upgrading as necessary connections from PEG Origination Points to the Franchisee's headend or other point where the PEG signals are inserted on the proper channels for downstream distribution to Subscribers, subject only to the provisions of this Section 6.17. This obligation requires Franchisee to take such steps as may be necessary so that the signals provided to Franchisee at the PEG Origination Points can be delivered to Subscribers in compliance with Section 6.15. PEG Providers are responsible for the provision, quality and content of the signal delivered to the PEG Signal Handoff. This includes, without limitation, upgrades that may be required so that the connection supports HD signals. The Parties believe all existing PEG Origination Points and PEG Return Feeds are listed in Exhibit F, but the Parties intend that Exhibit F will be amended to include any PEG Return Feeds or PEG Origination Point that existed prior to the Effective Date.

(B). At each PEG Origination Point as set forth in Exhibit F, Franchisee shall provide and maintain a sufficient number of encoders and decoders or similar devices for the receipt of PEG signals from PEG Providers as necessary to provide simultaneous connections for all signals delivered to Franchisee at that PEG Origination Point. Franchisee shall incur no costs for space or utilities necessary for the location and operation of its equipment at a PEG Origination Point.

6.18.1 Payment for PEG Return Feeds

(A). PEG Return Feeds as set forth in Exhibit F, and any sites added as of the Effective Date of this Agreement, will be provided, maintained and upgraded at no cost to the PEG Providers except that, for so long as federal law requires maintenance costs associated with such lines to be treated as a franchise fee, Franchisee may invoice PEG Providers for its actual cost of maintenance of the return line which costs shall not exceed \$2,500 per return line per year. A PEG Return Feed, for purposes of the maintenance fee, does not include any facility maintained under an I-Net agreement with the Franchisor.

(B). If a PEG Provider moves its PEG Origination Point, or adds additional PEG Origination Points beyond those provided for in subsection (A) or Exhibit F, Franchisee shall provide a connection to the new PEG Origination Point upon request. Franchisee may charge the requesting PEG Provider its construction costs for relocating or adding the PEG Return Feeds, not including the cost of providing and installing encoders and decoders or similar devices, which costs shall be borne by Franchisee. The PEG Provider may also elect to provide a PEG Return Feed itself, as contemplated in Section 6.18.2.

(C). Where Franchisee may charge for the PEG Return Feed, prior to commencing construction of the PEG Return Feed, it will provide an estimate of the cost of construction to the requesting Franchisor, and shall promptly commence and complete construction of the PEG Return Feed if the Franchisor agrees to pay for the connection and agrees to provides payment within 30 days of submission of an itemized invoice following the completion of the construction.

(D). If Franchisee determines that a PEG Return Feed must be relocated or a new PEG Return Feed must be provided, or if equipment must be changed because of an action or omission of the Franchisee, in each instance Franchisee will provide the relocated or new PEG Return Feeds and associated equipment.

6.18.2 A PEG Provider may elect to use their own network links (for example, the Institutional Network or County owned fiber) to transport PEG signals to Franchisee as follows:

(A). For purposes of this Section 6.18.2, the PEG Signal Handoff Point is the output of the decoder or similar device located at the Franchisee's headend or other insertion location agreed upon by the Parties.

(B). Franchisee will provide a grant to allow the County or Participating Municipality to purchase the encoders and decoders necessary to support the simultaneous provision of each PEG signal on their own network links to a PEG Signal Handoff Point within the Franchisee's headend or other insertion location mutually agreed upon by the Franchisee and the PEG Provider in an amount not to exceed one-half of the actual cost of the encoders and decoders, up to a maximum of \$2,500 per PEG Channel. Encoders and decoders must be compatible with Franchisee's equipment. In the event a Participating Municipality covered by 6.6 elects to use their own network link to transport PEG signals as set forth in this Section 6.18.2 for its first PEG Origination Point, then the Franchisee shall offset the cost of the encoder/decoder up to a maximum of \$5,000 per device. However, the PEG Provider will be responsible for the configuration, management, maintenance and replacement of the encoder/decoder consistent with Section 6.18.2(C) below.

(C). PEG Providers, including those covered by this Section 6 that choose the technical solution set forth in Section 6.18.2 shall be responsible for the configuration, management, maintenance, replacement and monitoring of the encoders, decoders, and related components to the PEG Signal Handoff Point in the solution, as set forth in Section 1.1.1.1(A). Franchisee is responsible for the same beyond the PEG Signal Handoff Point.

6.18.3 The standard format currently being used by Franchisee, Internet Protocol (IP) streaming of PEG signals via standards-based Ethernet interfaces, supporting HD-SDI inputs and outputs with embedded audio to support input and output of PEG signals, is acceptable to the Franchisor. This paragraph does not prohibit Franchisee from altering encoders, decoders or similar equipment, or the PEG Return Feeds it provides over the term of the Franchise, provided other requirements of this PEG section are satisfied.

6.18.4 In addition to the encoders and decoders provided herein, Franchisee will provide four additional pairs of encoders/decoders, in total, to be utilized by the PEG Providers. The PEG Providers shall be responsible for the configuration, management, maintenance, replacement and monitoring of these four pairs of encoders/decoders.

6.18.5 Producer Agreement. The Franchisors shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee, Franchisors, and any responsible educational institution from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or User; and for any other injury or damage in law or equity that results from the use of a PEG facility or Channel.

## 7. Program Guide

7.1.1 If a program guide or menu is managed by Franchisee, Franchisee will take the necessary steps so that PEG Channels and individual programs shall be listed on channel guides and menus in the same detail as for the primary signal of local broadcast channels, provided that, to the extent that the same Channel number is used to "narrowcast" different programming in different communities, program listings will only be provided to the extent it is Economically and Technically Feasible to do so.

7.1.2 If a program guide or menu is managed by a third party, Franchisee will make available to PEG Providers the information needed and take the necessary steps to authorize and facilitate a request by PEG Providers to place PEG Channel programming information on the interactive channel guide. Provided that, to the extent that the same Channel number is used to "narrowcast" different programming in different communities, program listings for individual programs need only be provided to the extent it is Economically and Technically Feasible to do so. The cost of such individual program listings shall be borne by the

PEG Providers, and each such entity shall be responsible for providing the required programming description to the third party vendor used by the Franchisee to manage the digital guide.

**7.2 PEG Capital Grant:**

**7.3 PEG Grant Description.** Franchisee shall provide a capital grant to the Franchisors, for the benefit of the Franchisors, to be used for PEG and Institutional Network capital funding as determined by the Franchisors (the "PEG Capital Grant"), which shall be paid on a quarterly basis, concurrently with the franchise fee payment. This grant will be used for PEG and Institutional Network purposes, which include but are not limited to, studio facilities, studio and portable production equipment, editing equipment and program playback equipment and other similar capital costs. It also includes, but is not limited to, equipment, dark fiber, and other similar funding for the Institutional Network.

**7.4 Quarterly Grant Amount.** The PEG Grant shall consist of three percent (3%) of the Franchisee's Gross Revenues for that quarter which shall be paid on a quarterly basis, concurrently with the franchise fee payment.

**7.5 Recovery from Subscribers:** To the extent permitted by federal law, the Franchisee shall be allowed to recover from Subscribers the costs of the PEG Grant or any other costs arising from the provision of PEG services and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

**7.6 Modifications to System:** If the Franchisee makes changes to the Cable System that require modifications to access facilities and equipment, Franchisee shall make any necessary changes to the Franchisee's headend and distribution facilities or equipment within thirty (30) days so that PEG facilities and equipment may be used as intended in this Agreement.

**7.7 Backup Facilities and Equipment:** The Franchisee shall design, build, and maintain all PEG upstream feeds, interconnection, and distribution facilities so that such feeds function as reliably as Franchisee's Cable System as a whole within the County, and are no more likely to fail than is Franchisee's Cable System as a whole within the County.

**7.8 Editorial Control:** Except as expressly permitted by federal law, the Franchisee shall not exercise any editorial control over the content of programming on the PEG Channels (except for such programming as the Franchisee may cablecast on such PEG Channels).

**7.9 Use of PEG Channels, Facilities, and Equipment:**

**7.10 Rules for Use of PEG Channels.** The Franchisors, or the entity that manages a PEG Channel, may establish and enforce rules and procedures for use of the PEG Channels pursuant to Section 611(d) of the Communications Act, 47 U.S.C. §53.1.

**7.11 PEG Channel Transmission.** The Franchisee will provide downstream transmission of the PEG Channels on its Cable System at no charge to the Town or other PEG

access programmers other than as specified herein. Franchisee shall provide transport of the programming from the point of origination to the Franchisee's headend and to the downstream channels at no charge to the Town or other PEG access providers other than as specified herein.

**7.12 No Commercial Use.** As provided by Applicable Law, the Franchisors or their licensees, assigns, or agents shall not transmit on the PEG channels commercial programming except with Franchisee's consent. Commercial programming does not include programming allowed to be carried under the current agreements between the Town of Bowie and Franchisee, and the City of College Park and Franchisee to broadcast local news from Baltimore station WJZ or successor entity, which shall be permitted unless there is a change in law that would prohibit that use, or WJZ or successor entity no longer permits that use. Subject to the foregoing, nothing herein prevents Franchisee from taking action against a PEG Provider (or the Franchisors) before a court or agency of competent jurisdiction if a PEG programmer is using a PEG channel to carry programming it has no right to carry, or the PEG Channels are being used in a manner that violates federal law.

**7.13 Responsibility with Respect to HD:**

**7.14 Provision of HD Signals to Demarcation Point.** The PEG Providers shall be responsible for providing the HD Access Channel signal in an HD format commonly used in the industry to a demarcation point at the designated points of origination for the HD Access Channels.

**7.15 HD Equipment for Program Production.** The PEG Providers are responsible for acquiring all equipment necessary to produce programming in HD.

**8. FRANCHISE FEES**

**8.1 Franchise Fee Payments:** Franchisee shall pay to the Town, and each Participating Municipality, as the case may be, on a quarterly basis, a Franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under this Agreement for the computation of the Franchise fee shall be made on a calendar year basis. Such payments shall be made no later than thirty (30) days following the end of each of Franchisee's fiscal quarters. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise fee remittances within ninety (90) days following the close of the quarter for which such payments were applicable.

**8.2 Supporting Information:** Each Franchise fee payment shall be accompanied by a supporting detail certified by a financial representative of Franchisee showing the basis for the computation and the total amount of monthly Gross Revenue for the payment period.

**8.3 Limitation on Franchise Fee Actions:** The period of limitation for recovery of any Franchise fee payable hereunder shall be five (5) years from the date on which payment by Franchisee is due.

8.4 *Audit:* The Town shall have the right to audit the Franchisee's Franchise fee payments as provided in Section 11-110(f) of the Cable Code. Any such audit fees paid by the Town shall not be determined based on a percentage of audit findings basis. Participating Municipalities may join in audits conducted by the County by having the County's auditor audit franchise fee payments to them. The Town's audit expenses shall be borne by the Town unless the audit discloses an undisputed underpayment of more than five (5%) percent of any quarterly payment, in which case the Town's reasonable and verifiable out-of-pocket costs of the audit shall be borne by Franchisee as a cost incidental to the enforcement of the Franchise, provided, however that the Franchisee's obligation to pay or reimburse the Town's verified audit expenses shall not exceed in the aggregate fifty thousand dollars (\$50,000) per audit. Any additional undisputed amounts due to the Town as a result of the audit shall be paid within thirty (30) days following written notice to Franchisee by the Town of the underpayment, which notice shall include a copy of the audit. If recomputation from an undisputed amount results in additional revenue to be paid to the Town, Franchisee shall pay any applicable penalties and interest charges computed from such due date, as provided for in the Cable Code.

8.5 *Bundled Services:* To the extent revenues are received by Franchisee for the provision of a discounted bundle of services which include Cable Services and non-Cable Services, the Franchisee shall discount Cable Service revenues at no more than a pro rata share of the total discount applied to the bundled services (within a reasonable variation). The pro rata share shall be based on the prices for those services as specified in Franchisee's rate cards when those products are sold on a standalone basis. If Franchisee does not offer a component of the bundled package separately, it shall declare a stated retail value for each component as reflected on its books and records or based on reasonable comparable prices for the service for the purpose of determining franchise fees based on the package discount.

8.6 No Limitation on Taxing Authority.

8.7 Nothing in this Agreement shall be construed to limit any authority of the Town to impose any tax, fee, or assessment of general applicability.

8.8 The Franchise fee payments required by this Section shall be in addition to any and all taxes of a general nature or other fees or charges which the Franchisee shall be required to pay to the Town or to any state or federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of the Franchisee. The Franchisee shall not have or make any claim for any deduction or other credit of all or any part of the amount of said Franchise fee payments from or against any of said Town taxes or other fees or charges which the Franchisee is required to pay to the Town, except as required by law or expressly provided in this Agreement. The Franchisee shall not apply nor seek to apply all or any part of the amount of said Franchise fee payments as a deduction or other credit from or against any of said Town taxes or other fees or charges, each of which shall be deemed to be separate and distinct obligations of Franchisee, nor shall the Franchisee apply or seek to apply all or any part of the amount of any of said taxes or other fees or charges as a deduction or other credit from or against any of its Franchise fee obligations, each of which shall be deemed to be separate and distinct obligations of the Franchisee. The Franchisee may designate a Franchise fee as a separate item in any bill to a Subscriber, but shall not designate or characterize it as a tax.

## 9. CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit G.

## 10. REPORTS AND RECORDS

10.1 *Open Books and Records:* Subject to Applicable Law, upon reasonable written notice to Franchisee, which shall be no less than thirty (30) days, the Town shall have the right to require Franchisee to provide and to inspect and copy at any time during Normal Business Hours and on a nondisruptive basis at a mutually agreed location in the Town, all books and records, including all documents in whatever form maintained including electronic media ("books and records") to the extent that such books and records relate to the Cable System and to Franchisee's provision of Cable Service in the Franchise Area and which are appropriate to monitoring or ensuring compliance with the terms of this Agreement. Such notice shall specify the purpose of the review so that Franchisee may organize the necessary books and records for access by the Town. Franchisee shall not be required to disclose any of its or an Affiliate's books and records not relating to the provision of Cable Services in the Town. Franchisee shall have no obligation to produce information other than in the form in which it is maintained in the ordinary course of business. Franchisee may seek relief from a court of competent jurisdiction if it believes a request does not comply with this section or Applicable Law, but may not withhold requested information without doing so.

10.2 *Voluminous Records:* If any books, records, maps, plans, or other requested documents are too voluminous, not available locally in the Town, or for security reasons cannot be copied and moved, then the Franchisee may request that the inspection take place at a location mutually agreed to by the Town and Franchisee, provided that Franchisee must make necessary arrangements for copying documents selected by the Town after its review, and pay reasonable additional expenses incurred by the Town in inspecting or copying documents at such agreed upon location. If books, records, maps, plans, or other requested documents are provided electronically to Town or its designees in formats that are readable and searchable using commonly available software, the production will be treated as a local production.

10.3 Proprietary Books and Records:

10.4 If Franchisee believes that the requested information is confidential and proprietary, the Franchisee must provide the following documentation to the Town: (i) specific identification of the information; (ii) statement attesting to the reason(s) Franchisee believes the information is confidential; and (iii) a copy of the confidential documents requested appropriately marked. The Town shall take reasonable steps, consistent with Applicable Law, to protect the proprietary and confidential nature of any books, records, Franchise Area maps, plans, or other Town-requested documents that are confidential and proprietary under Maryland law and are designated as such by Franchisee. Subject to the foregoing, access to the Franchisee's records shall not be denied by the Franchisee on the basis that said records contain confidential or proprietary information. Nothing herein requires or prevents the Parties from agreeing to different methods for production and copying where appropriate to protect confidential information from disclosure.

10.5 Subsection 10.4 shall in no way limit the Town's right to obtain copies of any and all necessary documents of Franchisee (the "Auditing Documents") to enable the Town to conduct an audit of the Franchisee's Franchise fee payments pursuant to Section 8.4; provided, however, that if the Town receives a demand from any Person for disclosure of any Auditing Documents designated by Franchisee as confidential, then the Town shall provide the Franchisee with sufficient notice of any such disclosure requests and with a copy of such written request made by the Person demanding access to the Auditing Documents, such that the Franchisee has sufficient time to seek protection of such Auditing Documents from public inspection under the Maryland Public Information Act. Unless otherwise ordered by a court or agency of competent jurisdiction, the Town agrees, to the extent permitted by state and federal law, that it shall deny access to the Franchisee's information marked confidential as set forth above to any Person.

10.6 Any such documents copied pursuant to this Subsection shall be returned to Franchisee once the Town's document review or audit is completed and all amounts determined to be due and owing to the Town have been paid.

10.7 *Redaction:* The Franchisee shall take all reasonable steps required to ensure that it is able to provide the Town with all information that must be provided or may be requested under this Agreement or Applicable Law, including the issuance of appropriate subscriber privacy notices. Franchisee shall be responsible for redacting any data that Applicable Law prevents it from providing to the Town. Nothing in this Section shall be read to require Franchisee to violate federal or state law protecting subscriber privacy.

10.8 *Complete and Accurate Records:* Franchisee shall keep complete and accurate books of account and records of its business and operations under and in connection with this Agreement.

10.9 *Retention of Materials:* Unless otherwise provided in this Section, all materials and information specified in this Section shall be maintained for no less than five (5) years or until any audit including such information has been completed and any amounts found to be due and owing to the Town have been paid.

10.10 *Uses of System:* Franchisee will notify the Town of all Cable Services offered over the Cable System as promptly as practicable after each such product or Cable Service is instituted.

10.11 *Annual Report:* Unless this requirement is waived in whole or in part by the Town, Franchisee shall submit a written report for the previous calendar year to the Town, in a form materially the same as Exhibit I hereto, by April 1 of each year. For Participating Municipalities, the report shall be the report provided to the Town. The annual report requirements in this Section 9.8 shall satisfy all reporting requirements pursuant to Section 11-112(c) of the Cable Code.

10.12 *Quarterly Report:* Unless this requirement is waived in whole or in part, no later than forty-five (45) days after the end of each calendar quarter, Franchisee shall submit a written report to the County regarding the preceding quarter, in a form materially similar to Exhibit J

hereto. For Participating Municipalities with fewer than 1,000<sup>1</sup> subscribers, the report shall be the report provided to the County. The quarterly report requirements in this Section 9.9 shall satisfy all reporting requirements pursuant to Section 11-112(c) of the Cable Code.

10.13 *Special Reports:* Unless this requirement is waived in whole or in part by the Town, Franchisee shall deliver the following special reports to the Town not more than ten (10) business days after the occurrence of the event:

10.14 A copy of any notice of deficiency, forfeiture, or other document issued by any state or federal agency instituting any investigation or civil or criminal proceeding regarding the Cable System or Franchisee, to the extent the same may affect or bear on operations in the Town; and

10.15 A copy and brief explanation of any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the Franchisee or by any partnership or corporation that owns or controls the Franchisee directly or indirectly.

10.16 *Records Required:* Franchisee shall at all times maintain:

10.17 Records of all Complaints received for a period of three (3) years after receipt by Franchisee, or longer if such period of time is standard for the account records of each customer;

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

10.19 Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, or longer if such period of time is standard for the account records of each customer, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

10.20 Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, or longer if such period of time is standard for the account records of each customer, indicating the date of request, date of acknowledgment, and the date and time service was extended. A file, which shall be provided to the Town on request, showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

## **11. INSURANCE AND INDEMNIFICATION**

11.1 *Insurance Coverages and Limits:* During the Term of this Agreement and any period of removal (if any) of the Cable System following the end of the Term, Franchisee shall

<sup>1</sup> At 1,000 subscribers there are four Participating Municipalities that would get captured, College Park, Greenbelt, Bowie, and Laurel.



maintain, or cause to be maintained, in full force and effect and at its sole cost and expense the following types and minimums or limits of insurance:

11.2 Workers' compensation insurance and employer's liability insurance meeting Maryland statutory requirements with minimum limits of One Million Dollars (\$1,000,000) for each accident.

11.3 Commercial general liability insurance with minimum limits of Ten Million Dollars (\$10,000,000) as the combined single limit for each occurrence and in the aggregate of bodily injury, personal injury, and property damage. The policy shall provide contractual liability insurance, and shall include coverage for products and completed operations liability, independent contractor's liability, and property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

11.4 Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Franchisee and its employees, with personal protection insurance and property protection insurance to comply with the provisions of the Maryland no-fault insurance law, with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

11.5 *Types of Policies*: The coverage amounts set forth in Section 11.1 may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. Such coverage may be satisfied through the required Commercial General Liability policy, a standalone policy, or a combination of the two, provided that the required types and limits of coverage are satisfied.

11.6 *Period of Coverage*: The liability insurance policy or policies required by Section 11.1 shall:

11.7 Be maintained by the Franchisee throughout the Term of this Agreement and such other period of time during which the Franchisee operates or is engaged in the removal of the Cable System, whichever period is longer, and for one hundred twenty (120) days thereafter; and

11.8 Provide coverage for acts and omissions occurring throughout the Term of this Agreement and such other period of time during which the Franchisee operates or is engaged in the removal of the Cable System.

11.9 *Insurance Companies*: All insurance shall be effected under valid and enforceable policies, issued by insurers licensed to do business by the State of Maryland or surplus line carriers on the Maryland Insurance Commissioner's approved list of companies qualified to do business in Maryland. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

11.10 *Additional Insureds*: All required insurance policies, except for workers' compensation policies, shall name "Town of University Park," a municipal corporation of the State of Maryland and all associated, affiliated, allied and subsidiary entities of the Town, now existing or hereafter created, and their respective elected officials, officers, boards, commissions,

and employees as their respective interests may appear," and shall to the same extent and degree include all Participating Municipalities, as additional insureds (referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds under this Agreement shall contain cross-liability or severability of interests wording with respect to each additional insured, as follows or with the same effect:

"In the event of a claim being made hereunder by an additional insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder, except as it pertains to the limits of liability."

11.11 *Evidence of Insurance*: On or before the Effective Date, at any time of any material and adverse policy change or cancellation during the term of this Agreement, or upon Town request, certificates of insurance for each insurance policy required to be obtained by Franchisee in compliance with this Agreement shall be filed and maintained with the Town. The acceptance of a form of certificate by the Town shall not change or reduce Franchisee's obligation to provide the required insurance pursuant to Section 11.1.

11.12 *Notice and Substitute Prior to Expiration*: Franchisee will provide or cause to be provided notice if any insurance policy is cancelled or not renewed and shall, prior to expiration or non-renewal, obtain insurance complying with the requirements of this Franchisee. Franchisee shall, as soon as reasonably practicable following the renewal or replacement of any insurance policy required of the Franchisee by this Section, provide to the Town evidence acceptable to the Town Manager or his/her designee of the renewal or replacement of the policy. Further, the Franchisee shall notify the Town of any materially adverse modification of the coverages and other requirements of this Article 10 or the discontinuation of coverage under any such policy, together with a plan to correct such modification or discontinuation, within ten (10) business days after receipt of notice of such modification or discontinuation, within ten (10) business days after receipt of notice of such discontinuation of any insurance policy required of the Franchisee by this Section. Further, the Franchisee shall notify the Town of any materially adverse modification of the coverages and other requirements of this Article 10 or the discontinuation of coverage under any such policy, together with a plan to correct such modification or discontinuation, within ten (10) business days after receipt of notice of such discontinuation.

11.13 *Insurance Primary; Not Limiting*: The legal liability of the Franchisee or any Affiliate to the Town or any Person for any of the matters which are the subject of the liability insurance policies required by Section 11.1, including, without limitation, the Franchisee's indemnification obligation set forth in Section 11.16 of this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts under such policies, except to the extent necessary to avoid duplicative recovery from or payment by the Franchisee.

11.14 *Review of Limits*: Commencing on the fifth anniversary of the Effective Date and once every five (5) years thereafter during the Term of this Agreement, the Town may review the insurance coverages to be carried by Franchisee. If the Town reasonably determines that additional coverages or higher limits of coverage are reasonably necessary to protect the interests of Town, the Additional Insureds, or the public, the Town shall notify the Franchisee of

its determination, and the Town and Franchisee shall negotiate for appropriate modifications in coverages or limits. The Franchisee shall obtain and maintain such mutually agreed to modified insurance at its sole cost and expense.

11.15 *Group Coverages:* Franchisee may meet the insurance requirements of Section 11.1 by participating in, or being included in, or by being covered under policies covering multiple Affiliate entities. All of the insurance related provisions of this Agreement shall apply to such multiple Affiliate policies as the same would apply any policy issued separately to the Franchisee to meet its obligations hereunder.

11.16 *Indemnification:* The Town shall give Franchisee written notice of a matter requiring indemnification hereunder as soon as possible, but in no event more than thirty (30) days after the date the Town receives notice, or otherwise is made aware, of such matter. Such notice shall in any event be delivered to Franchisee sufficiently in advance of the time for Franchisee's response to a third party claim in order that Franchisee will be able to timely respond and the defense against such claim will not be prejudiced. Upon receipt of timely notice Franchisee shall:

11.17 Defend, indemnify and hold harmless the County, each Participating Municipality, and their respective elected officials, officers, employees, agents, boards, and commissions, from and against all Liabilities, special, incidental, consequential, punitive and all other damages, costs and expenses arising out of or resulting from Franchisee's:

11.18 construction, maintenance, repair, upgrade, enhancement, rebuild or removal of the Cable System and conduct of the operation of the Cable System; and

11.19 except as provided in Section 11.25 below, distribution of any Cable Service over the Cable System, including but not limited to any claim against the Franchisee for invasion of the right of privacy, defamation of any Person or the violation or infringement of any copyright, trade mark, trade name, service mark, or patent, or of any other intellectual property right of any Person.

11.20 *Defense and Settlement:* In any action in which the Franchisee defends the Town, the Franchisee shall consult with the Town prior to proposing, accepting, or rejecting a settlement and prior to filing any pleading which might estop the Town with respect to any question of fact or law. Franchisee shall provide the defense of any claims brought against the Town by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with the Town, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement include the full release of the Town and the Town does not consent to the terms of any such proposed settlement or compromise, Franchisee shall not settle the claim or action, but its obligation to indemnify the Town shall in no event exceed the amount of such proposed settlement.

11.21 *Limitations on Indemnification:* As between the Town and the Franchisee or any Affiliate, the foregoing Liability and indemnity obligations of the Franchisee pursuant to this Agreement shall not apply to claims arising solely from:

11.22 Any willful misconduct or negligence of any Town elected official, officer, employee, agent, attorney, consultant or independent contractor causing any claim or damages;

11.23 The content of Cable Services over the PEG Channels, including any emergency alert system to the extent that such claims do not arise out of Franchisee's willful misconduct or negligence; or

11.24 The content of Cable Services over Public Access Channels and Educational Access Channels to the extent that such claims do not arise out of Franchisee's willful misconduct or negligence;

11.25 *Town's Liability:* The Town shall be responsible, and shall indemnify and hold harmless the Franchisee, for the willful misconduct and negligent actions of its elected officials, officers, employees and agents subject to, and to the extent of, all defenses, immunities, limitations, and provisions of Applicable Law, including, but not limited to, the Local Government Tort Claims Act. In addition, the Town shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the Town for which the Town is legally responsible, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the Town for acts of the Town which constitute willful misconduct or negligence, on the part of the Town, its officers, employees or agents.

## **12. TRANSFER OF FRANCHISE**

12.1 *Non-Affiliate Transfers:* Subject to Section 617 of the Communications Act, 47 U.S.C. Section 537, and Section 11.3 below, no Transfer shall occur without the prior consent of the Franchisor, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of Franchisee in this Agreement or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.50 above.

12.2 *Affiliate Transfers:* In the event that Franchisee transfers the Franchise to an Affiliate, or the Control of Franchisee is transferred to an Affiliate as provided in Subsection 1.13, Franchisee shall notify the Town of the transfer at least thirty (30) days before the transfer and, at that time, describe the nature of the transaction and submit complete information describing who will have direct and indirect ownership and control of the Cable System after the transaction.

12.3 Conditions of Transfer:  
If the Franchise is transferred the transferee shall:

- 12.3.1 Warrant that it has read, accepts, and agrees to be bound by this Agreement;
- 12.3.2 Agree to assume all responsibility for all liabilities, acts and omissions, known and unknown, of its predecessor Franchisee, for all purposes, including renewal;
- 12.3.3 Agree that the transfer shall not permit it to take any position or exercise any right which could not have been exercised by its predecessor Franchisee;
- 12.3.4 Warrant that the transfer will not substantially increase the financial burdens or substantially diminish the financial resources available to Franchisee, or otherwise adversely affect the ability of Franchisee to perform this Agreement;
- 12.3.5 Notify the Town that the transfer is complete within five (5) business days of the date the transfer is completed.
- If Control of the Franchisee is transferred:
- 12.3.6 Franchisee shall provide the information required by Sections 11.3.1.1 through 11.3.1.5, and agree that the transfer shall have no effect on its obligations under the Franchise, within thirty (30) days of the transaction.
- 12.4 *Cost Reimbursement:* To the extent that Town's consent to a Transfer of Franchise is required, Franchisee (or transferee) shall reimburse Town for reasonable expenses incurred in reviewing that the transferee has the technical, legal, financial and operational ability to operate the Cable System to provide Cable Service. In no case shall Franchisee reimburse the Town for expenses exceeding \$15,000. This supplements Section 11.114 of the Cable Code.

### **13. RENEWAL OF FRANCHISE**

- 13.1 *Communications Act:* The Town and Franchisee agree that any proceedings undertaken by the Town that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. Section 546.
- 13.2 *Informal Renewal:* Notwithstanding anything to the contrary set forth herein, Franchisee and the Town agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Town and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Town may grant a renewal thereof.
- 13.3 *Consistency:* Franchisee and the Town consider the terms set forth in this Article 12 to be consistent with the express provisions of 47 U.S.C. Section 546.

### **14. ENFORCEMENT AND TERMINATION OF FRANCHISE**

- 14.1 *Noncompliance Notice:* In the event that the Town believes that Franchisee has not complied with the terms of this Agreement or the Cable Code, the Town shall informally

discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem, the Town shall notify Franchisee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice").

14.2 *Franchisee's Right to Cure or Respond:* Unless a shorter time period is provided in Section 13.10 below, Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Town, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by the nature of the noncompliance, such noncompliance cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the Town of the steps being taken and the date projected that they will be completed.

14.3 *Notice of Violation:* In the event that (i) Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) in the event that Franchisee has not remedied (or commenced to remedy in the case of an item requiring a longer cure period) the alleged noncompliance within thirty (30) days or the date projected pursuant to Section 14.2(iii) above, the Town shall provide Franchisee with a written notice specifying the nature and extent of the violation ("Notice of Violation") and the liquidated damage being assessed.

14.4 *Enforcement:* Subject to applicable federal and state law, in the event that after the expiration of thirty (30) days from the receipt of the Notice of Violation, if Franchisee is still in default, the Town may:

- 14.5 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- 14.6 Commence an action at law for monetary damages or seek other equitable relief;
- or
- 14.7 Collect amounts due, including by drawing on the Performance Bond pursuant to Section 14.14 hereof or the letter of credit pursuant to Section 14.17 hereof, if any amounts due are not timely paid thirty (30) days after the Notice of Violation, and to the extent applicable, as provided in Section 11-113(c) of the Cable Code.

14.8 Franchisee shall have a right to contest the Notice of Violation by submitting a written objection and request for a hearing before the Mayor and Council of the Town.

14.9 *Substantial Default:* In the case of a substantial material default of a material provision of this Agreement or the Cable Code, the Town may seek to revoke the Franchise in accordance with Section 13.6 below.

14.10 *Revocation:* If, after following the procedures set forth in Sections 14.1 through 14.4 above, the Town seeks to revoke the Franchise, it shall provide written notice of this intent to the Franchisee and a hearing before the Mayor and Council. The Franchisee shall have ninety (90) days from receipt of the notice of intent to revoke to respond or to object in writing and to state its reasons for such objection. The Town shall cause to be served upon the Franchisee, at

least thirty (30) business days prior to a public hearing a written notice specifying the time and place of such hearing and stating its intent to consider whether the Franchise should be revoked.

14.11 At the designated hearing Franchisee shall be provided a fair opportunity for full participation including the right to be represented by legal counsel and to introduce relevant evidence. A complete verbatim record and/or a transcript shall be made of such hearing.

14.12 Following any determination by the Mayor and Council to revoke, the Town shall promptly provide Franchisee with a written decision setting forth its reasoning. To the extent permitted by Applicable Law, Franchisee may challenge a revocation of the Franchise by the Mayor and Council to an appropriate court.

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

14.14 Performance Bond: On or before the Effective Date, the Franchisee shall provide the Town with security for the performance of this Agreement in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000). The form of this security may, at Franchisee's option, be a performance bond, letter of credit, cash deposit, cashier's check or any other security acceptable to the Town. If Franchisee posts a performance bond ("Performance Bond") the Performance Bond shall be in the form attached to this Agreement as Exhibit H. The Performance Bond shall be issued by a surety meeting the requirements of Section 10.4. In the event that a Performance Bond provided pursuant to this Agreement is not renewed or is cancelled, Franchisee shall provide new security pursuant to this Section within thirty (30) days of such cancellation or failure to renew.

14.15 Cancellation by Surety: Neither cancellation, nor termination nor refusal by surety to extend the Performance Bond, nor inability of the Franchisee to file a replacement bond or replacement security for its obligations, shall constitute a loss to the Town recoverable under the bond.

14.16 Confirmation of Withdrawals: Within five (5) days after a draw, the Town shall notify the Franchisee of the date and amount of the draw.

14.17 Security Fund:

14.18 In addition to the Performance Bond required pursuant to Section 13.7 above, Franchisee shall post a security fund with the Town in the form of a letter of credit or cash, as determined in the sole discretion of Franchisee, in the amount of Twenty Thousand Dollars (\$20,000) (the "Security Fund"). A letter of credit shall be in a form reasonably acceptable to the Town. The Security Fund shall be used to: (i) ensure the faithful performance by Franchisee of its obligations under this Agreement and compliance with all orders, permits, and directions of any agency of the Town having jurisdiction over Franchisee's acts or defaults under the Cable Code; (ii) payment of any claims, liens, and taxes due to the Town that arise by reason of the operation or maintenance of the Cable System; (iii) failure of Franchisee to pay the Town sums due under the provisions of this Agreement and the Cable Code; (iv) reimbursement of costs borne by the Town to correct Franchisee violations not corrected by Franchisee after notice and

the opportunity to cure as provided herein; and (v) monetary remedies, penalties, or damages assessed against Franchisee due to Franchisee violations. If the Franchise is revoked for cause by reason of the default of Franchisee under the Cable Code and Section 14.10 of this Agreement, the Security Fund deposited under this Section shall become the property of the Town. If there is no outstanding default by Franchisee at the end of one hundred eighty (180) days after the termination of the Franchise, Franchisee shall be entitled to the return of all or any part of the Security Fund that remains on deposit and to any accrued interest.

14.19 Within five (5) days after a draw, the Town shall notify the Franchisee of the date and amount of, and reason for, the draw. In the event that the Security Fund is in the form of cash, amounts withdrawn from the Security Fund pursuant to this Subsection shall be replenished by Franchisee by delivering to the Town or its designee for deposit in the Security Fund a cash amount equal to the amount so withdrawn within thirty (30) days of its receipt of notice from the Town of the date and amount of such withdrawal, unless Franchisee files a written challenge of the draw with the Town Council or in a court of law. In the event the security deposit is in the form of a letter of credit, Franchisee shall replenish the Security Fund by either restoring the Letter of Credit to its full original amount or by establishing a new letter of credit in the amount of Twenty Thousand and No/100 Dollars (\$20,000) within thirty (30) days of its receipt of notice from the Town of the date and amount of such withdrawal, unless Franchisee files a written challenge of the draw with the Town Council or in a court of law. Within thirty (30) days of receipt of the new letter of credit, the Town shall return the previously issued letter of credit to Franchisee. Franchisee shall be entitled to a full refund of all amounts determined to be improperly drawn from the Security Fund.

14.20 Code Penalties: At no time throughout the Franchise term shall the Franchisee be liable for penalties under Section 5A-114(b) of the Cable Code and Liquidated Damages, set forth below, in excess of an aggregate of Two Hundred Fifty Thousand Dollars (\$250,000) per year, provided however that the Town retains all other legal rights and remedies, including without limitation specific performance and injunction, for failure to comply with the Franchise Agreement, regardless of whether the cap has been reached.

14.21 Liquidated Damages: Because the Franchisee's failure to comply with provisions of the Franchise and this Franchise Agreement will result in injury to the Town, and because it will be difficult to estimate the extent of such injury, the Town and the Franchisee agree to the following liquidated damages to be effective during the Term of the Franchise for the following violations of the Franchise and of this Agreement, which represent both parties' best estimate of the damages resulting from the specified violation. Such damages shall not be a substitute for actual performance by the Franchisee of a financial payment, but shall be in addition to any such actual performance. The Town, or designee, shall have the authority to waive or reduce the liquidated damage amounts herein for good cause. Cure periods listed below shall begin to run at the time the Franchisee is notified in writing of a violation by the Town, unless otherwise specified below.

14.22 For failure to submit any required plans indicating expected dates of installation of various parts of the System: \$400/day for each violation for each day the violation continues after Notice of Violation;

14.23 For a Transfer without approval: \$2,000/day for each violation for each day after the Notice of Violation that the violation continues;

14.24 For failure to comply with requirements for public, educational and governmental use of the System: \$1,000/day for each violation for each day the violation continues after the Notice of Violation;

14.25 For failure to supply information, reports, or filings lawfully required under this Agreement, by law, or by the Town: \$500 per day for each violation for each day the violation continues after a thirty day cure period, which shall begin to run on the due date of any regularly scheduled report and on the date of a deadline reasonably set by the Town for any report or information request not regularly scheduled, unless the Franchisee shows that it was not in fact aware of the requirement in question, in which case the thirty day cure period shall begin to run upon written notice of such requirement by the Town to the Franchisee;

14.26 For violation of customer service standards: \$200 per day or per violation, if the violation continues after the Notice of Violation;

14.27 For failure to file, obtain or maintain any required letter of credit or performance bond in a timely fashion: \$200 per day for each day the violation continues after Notice of Violation;

14.28 For failure to restore damaged property or to remove or repair equipment, including without limitation damaged or out-of-service pedestals, cabinets, cables or other System equipment: \$200 per day, in addition to the cost of the restoration as required elsewhere herein or in a Franchise Agreement, for each day the violation continues after Notice of Violation ;

14.29 For violation of technical standards established by the FCC: \$100 per day for each day the violation continues after Notice of Violation.

14.30 For knowingly and intentionally signing a false report or statement: \$1,000/report or document.

14.31 For failure to comply with the line extension requirements of this Agreement: \$250 per day for each violation for each day that the violation continues after Notice of Violation.

## **15. COMPETITIVE EQUITY**

15.1 *Competitive Equity:* The Town has the authority to grant franchises that allow entities to construct and operate facilities in the Public Rights-of-Way that may be used to provide video programming services to residences that compete with Franchisee's services. If Town grants such a franchise to an entity that provides competitive video programming services to residences that contains material terms and conditions that differ from Franchisee's material obligations under this Franchise, then the parties agree that they will, pursuant to the processes set forth in this Section 15, either negotiate the terms of this Franchise to include any material terms or conditions that the Town imposes upon the new entrant, or negotiate amendments to the

Franchise to insure that the regulatory and financial burdens on each franchisee are materially equivalent. "Material terms and conditions" include franchise provisions related to: Franchise fees and Gross Revenues; number of PEG Channels and their funding; customer service standards; required reports and related record keeping; and liquidated damages. The parties agree that this provision shall not require an identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens in entirety on each entity are materially equivalent.

15.2 *Exemptions:* The following are exempt from this Section 14:

15.3 video programming services delivered over wireless networks;

15.4 video programming services delivered via means over systems that are not subject to the Town's franchising authority or upon which the Town may not impose similar requirements, under state or federal law, including a system described in 47 U.S.C. Section 651(a)(2);

15.5 Cable franchises to occupy the Public Rights-of-Way granted, including by renewal or extension, to an entity on or before the effective date of this Franchise;

15.6 telecommunication services; or

15.7 interstate information services.

15.8 *Limits on Relief:* The Parties agree that:

15.9 Franchisee may not withhold, delay or enjoin any performance or otherwise refuse to comply with its obligations whether or not it believes it is entitled to relief under this Section;

15.10 Any relief shall be prospective only, and limited to the relief agreed upon, or the modifications obtained through any renewal of this Franchise, or in a court of law;

15.11 The Town will not be liable for any damages to Franchisee for any breach of this provision; and

15.12 Franchisee may not obtain any relief from obligations it may have under settlements or other contracts with the Town via this provision.

15.13 *Modifications Process. Initiation:* The modifications process provided for herein shall only be initiated by written notice provided by Franchisee to Town or Town to Franchisee regarding specified franchise obligations. The applicable Party's notice must: (1) identify the specific terms or conditions in the competitive cable services franchise which are materially different from Franchisee's obligations under this Franchise; (2) identify the Franchise terms and conditions for which the Party is seeking amendments; (3) provide text for any proposed Franchise amendments with a written explanation of why the proposed amendments are necessary and consistent; and (4) if notice is given by Franchisee, confirm whether Franchisee

is willing to accept any additional obligations that may be contained within the new franchise that are not contained within its franchise.

15.14 *Negotiation.* Upon receipt of Franchisee's written notice as provided under Section 14.4, the Town and Franchisee agree that they will use best efforts in good faith to negotiate the proposed Franchise modifications to achieve competitive equity of regulatory and financial burdens, and that such negotiation will proceed and conclude within a one hundred eighty (180) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Town and Franchisee reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include the modifications insofar as permitted under Town law.

15.15 *Failure To Reach Agreement:* If the Town and Franchisee fail to reach agreement in such negotiations, the Party requesting modification may elect to shorten the remaining term of this Franchise to not more than thirty six (36) months and shall be deemed to have timely invoked the formal renewal rights and procedures set forth in §626 of the Communications Act, or may seek relief in court.

15.16 *Scope:* Franchisee acknowledges that it is not entitled to any modification of this Franchise based on franchises that are now in effect in the Town, or for any new franchise that is issued for less than 10% of the area of the Town; or that may be issued by any other franchising authority.

15.17 *Actual Providers:* Notwithstanding anything contained herein to the contrary, Town shall not be obligated to amend this Franchise unless the new entrant is actually providing video programming services under a franchise granted by Town.

## 16. MISCELLANEOUS PROVISIONS

16.1 *Actions of Parties:* In any action by the Town or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned unless otherwise specifically provided herein.

16.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

16.3 *Severability of Immaterial Terms:* Subject to Section 16.4, if any immaterial term, condition, or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

16.4 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed,

rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the County or Participating Municipality.

16.5 If, subsequent to the Effective Date, there is a change in federal law or state law that eliminates the authority of local governments to require and grant cable television franchises for the provision of Cable Service, then to the extent permitted by law this Franchise shall survive such legislation and remain in effect for the term of this Franchise

16.6 In the event that federal or state laws, rules or regulations preempt, or substantially preempt, the material provisions of this Agreement, the Franchisee agrees to enter into a new agreement governing Franchisee's provision of Cable Services in the Franchise Area to the extent such an agreement is not preempted by federal or state laws, rules or regulations and is consistent with this Agreement.

16.7 *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. In the event that any such delay in performance or failure to perform affects only part of the Franchisee's capacity to perform, the Franchisee shall perform to the maximum extent it is able to perform and shall take all reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible.

16.8 *Governing Law:* This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland without regard to conflicts of law principles. All actions or suits brought hereunder or arising out of this Agreement shall be brought in the appropriate State or Federal courts in Maryland.

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

16.9.1 Notices to Franchisee shall be mailed to:

Franchisee (Comcast)  
1215 East Fort Avenue  
Suite 103  
Baltimore, MD 21230  
Attention: Government Affairs Department

with copies to:

Comcast Cable Northeast Division  
676 Island Pond Road  
Manchester, NH 03109  
Attention: Government Affairs Department

16.9.2 Notices to the Town shall be mailed to:

Town Administrator  
The Town of Upper Marlboro  
14211 School Lane  
Upper Marlboro, MD 20772

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

16.11 *Amendments*: This Agreement shall not be modified except by a written instrument approved in accordance with Applicable Law and executed by all parties.

16.12 *Captions*: The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

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

16.14 *Effect of Revocation on Use of System To Provide Non-Cable Services*: If the Town revokes a franchise, or if for any other reason Franchisee abandons, terminates, or fails to operate or maintain service to its Subscribers, and the Franchisee does not have other authority to maintain and operate its facilities in the Public Rights-of-Way, the Town may, subject to Applicable Law:

16.15 require the former franchisee to remove its facilities and equipment at the Franchisee's or surety's expense, or at the expense of both, after determining that the Cable System cannot be economically maintained and operated;

16.16 acquire ownership of the Cable System at an equitable price on the recommendation of the Town Manager and with the approval of the Mayor and Council; or

16.17 after a public hearing, sell, assign, or transfer all or part of the assets of a Cable System abandoned by a Franchisee for the best price offer obtainable. However, the legal, character, financial, technical, and other qualifications of the purchaser must meet Town approval. The Town must pay any consideration received in excess of the Town's costs, and after other creditors and Subscriber claims have been satisfied, to the original Franchisee.

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

16.19 *Franchisee Bears Its Own Costs*: Unless otherwise expressly provided in this Agreement, all acts that the Franchisee is required to perform must be performed at the Franchisee's own expense.

16.20 *Town Bears Its Own Costs*: Unless otherwise expressly provided in this Agreement, all acts that the Town is required to perform must be performed at the Town's own expense.

16.21 *Jurisdiction and Venue*: Franchisee and the Town agree that any court action to enforce or interpret the terms of this Agreement shall be brought and maintained exclusively in the Circuit Court for Prince George's County, Maryland, provided, however, that with respect to any matter which may be tried in a federal jurisdiction venue shall be in the U.S. District Court for the District of Maryland, provided, further, that the chosen forum has subject matter jurisdiction over the action and, in the case of an action originally brought in the Circuit Court, without prejudice to the exercise of any right of removal created by federal law.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

COMCAST OF MARYLAND, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: THE TOWN OF UPPER MARLBORO

John Hoatson, Town Clerk By: Sarah Franklin, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Kevin J. Best, Town Attorney

EXHIBIT A:

SETTLEMENT AGREEMENT BETWEEN PRINCE GEORGE'S COUNTY, MD, PARTICIPATING MUNICIPALITIES AND COMCAST OF MARYLAND, LLC FOR THE INDEFEASIBLE RIGHT OF USE OF INSTITUTIONAL NETWORK FACILITIES, AND PROVISION OF CABLE MODEM SERVICES

This Agreement is entered into as of January 1, 2023 ("Effective Date") by and between Comcast of Maryland, LLC ("Comcast"), and Prince George's County, Maryland ("County"), and the Participating Municipalities identified in Exhibit I.

WHEREAS, Comcast, the County and certain Participating Municipalities entered into cable franchise agreements in 1999 ("the 1999 Franchise Agreements"); and

WHEREAS, pursuant to Section 6 (h) of the 1999 Franchise Agreement, Comcast constructed an institutional network ("C-Net") partially funded through a capital equipment grant provided by Comcast, and partially funded by the Participating Municipalities and constructed by Comcast, which C-Net consists of dark fibers; and

WHEREAS, the County and certain of the Participating Municipalities were each given an indefeasible right of use ("IRU") to use the C-Net; and

WHEREAS, the County and Comcast agree that the FCC's 3rd Report and Order on Section 621 of the Cable Act provides Comcast's the right to collect a fee for the C-Net while the County and Participating Municipalities assert the prior Franchise entitles them to perpetual, free use of the C-Net; and

WHEREAS, the Parties have agreed to resolve the dispute through this Settlement Agreement by agreeing: (1) that the County's and Participating Municipalities' financial obligations around the C-Net shall be limited to the amounts set forth herein; (2) that the County's and Participating Municipalities' claims as to the ongoing use of the C-Net shall terminate at the end of this Settlement Agreement; and (3) that Comcast agrees solely for the limited purpose of this settlement agreement that fees as set forth herein may be treated by the County and all municipalities identified in Exhibit C of the Franchise Agreement as PEG capital expenses; and (4) that Comcast shall not offset costs related to the C-Net from franchise fees pursuant to the FCC's 621 Orders; and

WHEREAS access to and use of the C-Net is managed by the Prince George's Intergovernmental Network Community Coordinating Committee ("PGINCCC") and within each jurisdiction by the respective Participating Municipality; and

WHEREAS, the County, Participating Municipalities and Comcast agree that the continued operation of the C-Net within the County is in the public interest, and the purpose of this Agreement is to agree upon the terms of the IRU, to ensure that the County and all of the Participating Municipalities have a functioning institutional network that is adequately maintained to provide continuous paths for communications between and among sites; and



WHEREAS, the C-Net is connected to the FiberNet, defined below, and it is the intent of the parties to provide a means by which the C-Net may be connected to the FiberNet and via those networks, to additional locations, without Comcast being required to dedicate additional capacity on its network to public, educational or government use of an institutional network, except as part of the maintenance of the C-Net.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual benefits and undertakings described herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## 1. DEFINITIONS

- (a) "Actual Cost" means the cost to Comcast of materials and labor necessary to perform maintenance of C-Net facilities, as further described in Exhibit 3.
- (b) "Authorized Users" means the County, Participating Municipalities, Prince George's County Public Schools and their agencies and subdivisions; all political subdivisions of the State located within the external boundaries of the County, and their agencies and subdivisions.
- (c) "C-Net" means the fiber and associated facilities on Comcast's side of the Demarcation Point, constructed or extended by Comcast pursuant to the 1999 Franchise Agreements to serve the proposed 186 sites listed in that agreement, all described in Exhibit 2.
  - (i) LFAs may substitute sites so long as the LFA bears all expenses associated with the move.
  - (ii) Parties also agree that nothing in this Agreement prevents LFAs from adding sites on the LFA's side of the Demarcation Point.
- (d) "Demarcation Point" for purposes of this Agreement shall be:
  - (i) At C-Net sites, the patch panel, termination block, or other termination device located at each of the County's or Participating Municipalities' C-Net sites, at the point closest to Comcast's facilities where the device transmits signals to and from the C-Net provided by Comcast;
  - (ii) At the Comcast headend, or at hub sites where the County or Participating Municipalities have equipment used in the operation of the C-Net, the inputs and outputs of the County or Participating Municipality equipment;
  - (iii) At other locations where FiberNet cables are spliced directly to the C-Net fibers, the splice point or splice box used for the connection is the Demarcation Point, and is on Comcast's side of the Demarcation Point.
- (e) "Effective Date" means January 1, 2023.
- (f) "FiberNet" refers to fiber optic networks constructed by County or Participating Municipalities separately, or in conjunction with other Maryland communities

(including, without limitation the Inter-County Community Broadband Network) and used in part for governmental communications, as the same exist now, or may be expanded.

- (g) "Fiber Specifications" means all fiber is single mode and meets manufacturer's specifications for performance along the route and at each splice point. Splices occurring along the C-Net fiber routes shall meet generally accepted industry standards for workmanship and optical transmission performance
- (h) "Franchise Agreement" means that agreement between LFAs and Comcast to operate a cable system in Prince Georges County for the purpose of providing cable service.
- (i) "Institutional Network" or "I-Net" refers collectively to the interrelated C-Net and FiberNet networks.
- (j) "LFAs" or "Local Franchising Authorities" refers collectively to the County and the Participating Municipalities.
- (k) "Maintenance" is interpreted broadly to include repair, restoration, rebuilding, replacement, removal, relocation, location, and similar work required to ensure that the C-Net is in good condition; property and safely installed and satisfying all applicable specifications, including the Fiber Specifications; federal, state, and local code requirements; applicable permitting requirements; and utility pole attachment licenses.
- (l) "Outage" refers to an instance when a user cannot for a period of more than one hundred and twenty (120) minutes, because of a problem resulting from the failure of any network component provided by Company, transmit video, voice, and/or data communications on the C-Net. "Outage" conditions shall not include scheduled preventive maintenance as long as the County is notified no less than seven (7) days in advance and the Company considers requests for rescheduling maintenance to times less disruptive to the County, or cases of Force Majeure.

## 2. TERM

- (a) The Term of this Agreement shall be ten (10) years unless terminated earlier by LFAs in accordance with the terms and conditions of this Agreement.
- (b) Additional Term. Nothing herein shall prevent Comcast, the County, or any Participating Municipality from extending the term of this Agreement by mutual agreement.

## 3. OWNERSHIP AND INDEFEASIBLE RIGHT OF USE

- (a) All right, title, and interest in the C-Net shall always remain exclusively with Comcast. Subject to the terms and conditions of this Agreement, Comcast grants each of the LFAs individually an exclusive and indefeasible right of use (IRU) in the C-Net that serves only facilities within each LFA's respective boundaries, and the LFAs jointly an exclusive and indefeasible IRU in the remainder of the C-Net, which

consists of fiber connections to Comcast hubs, nodes and headend (the "Joint Facilities").

- (b) The IRU granted herein does not convey to the LFAs any legal title to any real or personal property; provided that, to the fullest extent permitted by law, and solely for the Term of this Agreement, as to those portions of the C-Net for which an LFA holds the IRU (whether separately, or jointly with other LFAs), the IRU grants the LFAs all beneficial title and interest in the C-Net, and the LFAs shall be the beneficial owners of the C-Net, possessing equitable title thereto, and shall have the exclusive and indefeasible right of use of the C-Net (jointly, with respect to the Joint Facilities) as if the LFAs were the absolute owner thereof. Notwithstanding anything herein to the contrary, upon the Effective Date, the grant of the IRU in the C-Net shall be deemed fully performed, shall vest in the LFAs and shall be deemed severable and non-executory.

#### 4. ACCESS.

- (a) LFAs shall be granted access to Comcast's headend site, LFA designated splice locations and other C-Net related facilities within one (1) hour of request during Normal Business Hours subject to reasonable security requirements of Comcast for such facilities. Comcast shall not be required to allow outside third-party personnel access to its headend or other such sensitive, secure facilities without prior notification from the LFAs. At the headend, C-Net fibers shall continue to be terminated and labeled using industry standard connectors in an area within the headend facility (the Headend C-Net Service Area). The LFAs shall have 2 racks available in Comcast's headend and hub sites with sufficient heating and air conditioning. 10 kW power shall be available for the Headend C-Net Service Area, including backup power. The Parties shall negotiate in good faith, if the need for additional power arises in the future, to develop agreeable terms for such power. The IRU includes unrestricted access to the C-Net except as stated herein, including entering splice locations and LFA-designated splice trays without prior notice to Comcast, provided that if LFA access results in interruption of Comcast's services three times during the term of this Agreement, access shall thereafter only take place with advance notice and supervision by a Comcast employee if so elected by Comcast and subject to an hourly fee for the supervision by a Comcast employee.

- (b) The Company may notify the County that it wants to relocate the I-Net equipment and facilities from the Company's headend site to a County-based facility, on 120 days' notice. The costs of such relocation shall be borne by the Company. The County and the Company shall work cooperatively toward such relocation, including the exchange of relevant cost and engineering information. The relocation shall take place pursuant to a written plan by the Company addressing the equipment and facilities that must be moved, the retrofitting of the County facility if needed, the scheduling of the relocation, and the timing and logistics of the cutover from the Company's headend to the new location.

#### 5. USE OF C-NET FACILITIES.

- (a) Subject to the restrictions set forth in this Agreement, the C-Net may be used for any lawful, noncommercial, governmental and educational purpose, and for transport of signals for public, educational and government access channels. The LFAs shall not use or permit any third party to use the C-Net for resale or for the transmission of third-party traffic. For purposes of this Section 5, "third-party traffic," shall mean communications not involving at least: (i) one Authorized User, or (ii) a regional government or educational authority in which Authorized Users participate.
- (b) Required Rights: Comcast represents and warrants that it has obtained all required regulatory authorizations, construction permits, and appropriate agreements for installation and use of the C-Net installed in ducts, on poles, or in trenches on public or private property as of the Effective Date of this Agreement, and that the same will be maintained in full force and effect. The LFAs shall have a non-exclusive right to use and occupy all conduits, strand, pole attachments, sheaths and other property solely to the extent currently used by the C-Net (including but not limited to replacement conduits, strand, pole attachments, sheaths and other property). The rights granted herein are expressly made subject to each and every limitation, restriction or reservation affecting the Required Rights and consistent with all of the terms and conditions set forth in this Agreement. To the extent Comcast incurs additional expense for pole attachments, or other required approvals, to maintain the Required Rights, such additional costs shall be paid for by the LFAs.
- (c) An LFA may, at the LFA's cost, interconnect the C-Net with the FiberNet. An LFA may request that interconnection to the C-Net on the Comcast side of the Demarcation Point be permitted at any location, including Comcast's headend and hub sites. Permission by Comcast shall not be unreasonably denied. Comcast shall perform the connection and may charge the LFAs its costs therefore. LFAs are responsible for configuring their network so that interconnection does not result in the C-Net being used in a manner prohibited by this Section.
- (d) An LFA shall not sublease, barter, sell, or give away capacity on the C-Net without Comcast's prior written consent. The limitations in this Section apply only to the C-Net.
- (e) The LFAs shall have the right to attach LFA equipment to the C-Net subject to the provisions below:
  - (i) Prior written consent from Comcast is required when an LFA wishes to attach devices to the C-Net at locations where the C-Net fibers are bundled with other Comcast fibers, which consent shall not be unreasonably denied. Prior to attaching equipment to the C-Net on Comcast's side of the Demarcation Point, the LFA will coordinate with Comcast to ensure that the equipment and associated cabling, and power supplied, can be connected safely to the network at logical splice points consistent with sound engineering practice.
  - (ii) The County and Participating Municipalities accept sole responsibility for any and all end user electronics or other equipment necessary to make their respective C-Net sites or equipment operational from the Demarcation Point.

- (iii) LFA equipment may not be attached to the C-Net if it would cause Comcast to violate applicable safety codes or cause Comcast to be in violation of the terms and conditions of any pole attachment agreement, conduit, easement or other required authorization. If an attachment by the LFA directly to the C-Net on a pole is treated as a Comcast attachment by the pole owner, and the pole owner charges Comcast additional pole attachment fees for the attachment, the LFA will pay the additional fees.
- (f) LFAs may permit other municipal or governmental agencies and subdivisions to use the C-Net within its jurisdictional boundaries and may maintain or enter into agreements for joint management and use of C-Net with other jurisdictions, subject to the restrictions on use set forth herein or in the Franchise Agreement. Comcast bears no responsibility for managing the use of the C-Net or for resolving conflicts that may arise regarding the use of the C-Net.
- (g) Nothing in this agreement is intended to alter or to require renegotiation of any existing arrangement among the LFAs for use of the C-Net, so long as such terms are consistent with the terms of this Agreement.
- (h) The fee and cost obligations of the LFAs are subject to the LFA appropriations process, but Comcast is not required to perform work until fees and costs are appropriated.

**6. PAYMENT AND MAINTENANCE OBLIGATIONS.**

- (a) Comcast shall maintain the C-Net in accordance with the standards set forth in Exhibit 3. The LFAs shall pay Comcast an annual fee of \$185,256 adjusted by an increase of 1.85% on the anniversary date of the Effective Date as set forth in Exhibit 4. The payments shall be made in advance on an annual basis, with the first annual payment due within thirty (30) days of the effective date of this Agreement, and subsequent payments due on the anniversary of the C-Net date. Payment is subject to the appropriation of funds, but Comcast need not maintain the C-Net until and unless the annual fee is paid. In consideration for the settlement of the dispute over the C-Net as stated herein, Comcast agrees that the County and all municipalities identified in Exhibit C of the Franchise Agreement, may use PEG Capital Funding provided for in the cable franchise to pay the fee set forth herein and Comcast shall not offset costs related to the C-Net against franchise fees pursuant to the FCC's 6211 Orders.
- (b) Other than as set forth herein, Comcast shall bear no responsibility whatsoever for any installation, construction, maintenance or operation of C-Net or FiberNet facilities.
- (c) Other than construction related to fulfillment of its maintenance obligations in Exhibit 3 with respect to the C-Net Comcast shall have no obligation to construct any additional facilities for the C-Net, but may do so at its option, subject to written agreement with the LFAs.
- (d) No fees related to the C-Net, other than the fees specified in this agreement, may be charged by Comcast to the LFAs or Authorized Users.

**7.**

**CABLE MODEMS**

The County and Participating Municipalities shall have 90 days from the Effective Date to transition to a Comcast Business Service Internet Plan for the cable modem accounts listed in Exhibit 5 or to cancel service. Comcast agrees there will be no charge for the cable modem accounts listed in Exhibit 5 during this 90-day transition period.

**8.**

**NOTICES**

Notices shall be provided by the Parties hereunder in the same manner and to the same persons as provided in the 2022 Franchise Agreement, except as specified below.

- (a) Payments made to Comcast hereunder shall be made by check or otherwise to the address specified on the invoice.
- (b) Comcast and the LFAs shall exchange escalation contact lists, as may be updated from time to time, to facilitate cooperation and coordination in meeting C-Net maintenance objectives and with regard to other aspects of their respective operations, and to provide notices required in connection with Section 6 and Exhibit 3.

**9.**

**LIENS AND ENCUMBRANCES**

Neither Party, directly or indirectly shall create or impose any lien on the property of the other Party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other. However, nothing in this Agreement shall be so construed as to prohibit Comcast from permitting the creation or imposition of a lien or security interest on facilities that it owns, provided that the same is subject to the rights of the LFAs under this Agreement.

**10.**

**INDEMNIFICATION; WARRANTIES**

- (a) Comcast agrees to indemnify and hold the LFAs harmless against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to any persons, including, without limitation, the agents and employees of either Party hereto which may arise out of or be caused by such Party, its employees, servants, contractors, and/or agents in connection with the construction and maintenance of the C-Net under the terms of this Agreement but not arising from Outages unless such an Outage was the result of the negligent, intentional or reckless acts or omissions of Comcast, subject to any and all defenses and limitations of liability provided by law. Provided, the indemnity does not apply to claims that may arise from the failure of an application the LFAs are using over the C-Net. By way of example, if the LFAs choose to use the C-Net to support emergency services to the public and an individual is harmed due to a network problem preventing a timely emergency response, Comcast shall have no indemnification obligation and makes no warranty to the suitability for such purposes.

- (b) There are no third-party beneficiaries to this agreement. Comcast makes no warranty to any person other than as set forth in this agreement.
- (c) Without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, each of the LFAs shall be responsible for its own acts of willful misconduct or negligence or breach of obligation committed by it for, which it is legally responsible, with respect to any activity or function conducted by any Person other than Comcast pursuant to this Agreement, subject to any and all defenses and limitations of liability provided by law.

**11. DAMAGES LIMITATION**

Neither Party shall be liable to the other for special, exemplary, incidental, consequential punitive or indirect losses or damages (whether foreseeable or not) as result of the performance of nonperformance of its obligations under this Agreement, or its acts or omissions related to this Agreement or its use of facilities and equipment that are subject to this Agreement, whether or not arising from sole, joint, or concurrent negligence, contract, breach of warranty, strict liability or violation of law, even if advised of the possibility of such damages. The limitations do not reach damages that the LFAs may incur as a result of being required to obtain a substitute for the C-Net as a result of a breach.

**12. DEFAULT AND TERMINATION**

- (a) The County and the Participating Municipalities may terminate this agreement at any time on ninety (90) days' notice at which point all work by Comcast on the C-Net shall cease; but the County and Participating Municipalities shall remain liable for work authorized and performed prior to notice being given.
- (b) On termination, County and Participating Municipalities may abandon any facilities at the hubs, headends or on the C-Net in place, or it shall promptly remove the equipment. Comcast shall provide access to its network as necessary to permit prompt removal of equipment. The LFA equipment shall be deemed abandoned if not removed or other arrangements agreed to within 180 days after termination.

**13. WAIVER**

The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall nevertheless be and remain in full force and effect.

**14. FORCE MAJEURE**

The obligations of the Parties hereto are subject to Force Majeure, defined in the same manner as in the Franchise Agreement. Neither Party shall be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or

penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. In the event that any such delay in performance or failure to perform affects only part of a Party's capacity to perform, the Party shall perform to the maximum extent it is able to perform and shall take all reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible. Provided that, the failure of Comcast to maintain the C-Net shall give rise to the rights of the County and Participating Municipalities to maintain the C-Net themselves, whether or not the failure is due to *force majeure*.

**15. SEVERABILITY**

If any provision of this Agreement is found contrary to law or unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith to attempt to reach agreement on a substitute provision for at least ninety (90) days prior to exercising any remedy that may be available at law or equity. During that negotiation period, the parties will comply with the terms and conditions of this agreement unless expressly precluded from doing so by Applicable Law.

**16. DISPUTES**

If the LFAs dispute any invoiced cost or expense, they shall give the Company written notice specifying the item disputed, and the reason therefore. The LFAs shall not withhold payment for any cost or expense which is not disputed. The Parties shall, in good faith, diligently pursue resolution of any disputed item.

**17. MISCELLANEOUS**

- (a) This Agreement shall inure to the benefit of, and shall be binding on the Parties' respective successors and permitted assigns. This Agreement may not be assigned by Comcast without the prior written consent of the LFAs, but that consent will not be unreasonably refused, so long as the successor in interest will be the owner of Comcast's Cable System and a party to a franchise agreement with the County and the Participating Municipalities.
- (b) This Agreement may not be modified or amended, nor any of its terms waived, except by a writing signed by duly authorized representatives of the Parties.
- (c) This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland without regard to conflicts of law principles. All actions or suits brought hereunder or arising out of this Agreement shall be brought in the appropriate State or Federal courts in Maryland.
- (d) This Agreement is freely and voluntarily entered into by the Parties, without any duress or coercion, and after each Party has consulted with its counsel. Each Party hereto has carefully and completely read all of the terms and provisions of this Agreement.

**SETTLEMENT - EXHIBIT 1**

- (c) Neither Party, nor any of its Affiliates, will take any action to challenge any provision of this Agreement as contrary to federal or state law or FCC regulations; nor will they participate with any other person or entity in such challenge excluding future changes in law. If any provision of this Agreement is found to be unenforceable in a final judicial or administrative proceeding, the Parties shall enter into good-faith negotiations with the intent of reaching an agreement that would place the Parties in substantially the same position as if this Agreement were fully enforceable. If the negotiations do not result in agreement between the Parties within sixty days from the date of the final decision referred to in the preceding sentence, then either Party may call for binding arbitration within thirty days. Such arbitration shall have the goal of placing the Parties in the same positions they would occupy if this Agreement had been fully enforceable. The Parties shall select an independent, mutually acceptable arbitrator, who shall have available the full range of appropriate remedies. The arbitrator's decision shall be final and binding on both Parties. The Parties will each pay their own costs to appear before the arbitrator and will share the arbitrator's costs equally.
- (f) This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto.
- (g) Capitalized terms not defined herein have the same meaning as those terms in the 2022 Franchise Agreement.
- (h) This Agreement shall be effective upon the above-referenced date when it is executed on behalf of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized representatives of each Party as follows:

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

COMCAST OF MARYLAND, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ THE TOWN OF UPPER MARLBORO

John Hoatson, Town Clerk \_\_\_\_\_ By: \_\_\_\_\_ Sarah Franklin, Mayor

**Participating Municipalities**

- Town of Berwyn Heights\*
- City of Bowie\*
- Town of Brentwood\*
- City of College Park\*
- Town of Colmar Manor\*
- Town of Cottage City\*
- City of District Heights\*
- Town of Edmonston\*
- Town of Fairmount Heights
- City of Glenarden\*
- City of Greenbelt\*
- Town of Landover Hills\*
- City of Laurel\*
- City of Mount Rainier\*
- City of New Carrollton\*
- Town of North Brentwood\*
- Town of University Park\*
- Town of Upper Marlboro#

# The Town of Upper Marlboro participated in the 1999 Franchise part of the County

**SETTLEMENT - EXHIBIT 2**

| SITE NO. | SITE NAME                  | SITE ADDRESS   |
|----------|----------------------------|--|
| 1        | Bladensburg HS             | 5610 Tilden Road or 4200 57th Ave, Bladensburg, MD 20710     |
| 2        | Bowie HS                   | 15200 Annapolis Rd Bowie, MD 20715                           |
| 3        | Central HS                 | 200 Cabin Branch Rd Capitol Heights, MD 20743                |
| 4        | Crossland HS               | 6901 Temple Hill Rd. Temple Hills, MD 20748                  |
| 5        | Duval HS                   | 9880 Good Luck Rd, Lanham MD 20706                           |
| 6        | Eleanor Roosevelt HS       | 7601 Hanover Pkwy, Greenbelt, MD 20770                       |
| 7        | Fairmount Heights HS       | 7001 Beltz Dr. Forestville, MD 20747                         |
| 8        | Forestville HS             | 7001 Beltz Dr. Forestville, MD 20747                         |
| 9        | Frederick Douglas HS       | 8000 Croom Rd. Upper Marlboro, MD 20772                      |
| 10       | Friendly HS                | 10000 Allentown Rd. Fort Washington, MD 20744                |
| 11       | Gwynn Park HS              | 13800 Brandywine Rd. Brandywine, MD 20613                    |
| 12       | High Point HS              | 3601 Powder Mill Rd. Beltsville, MD 20705                    |
| 13       | Largo HS                   | 505 Largo Rd. Upper Marlboro, MD 20774                       |
| 14       | Laurel HS                  | 8000 Cherry Lane, Laurel, MD 20707                           |
| 15       | Northwestern HS            | 7000 Adelphi Rd. Hyattsville, MD 20782                       |
| 16       | Oxon Hill HS               | 6701 Leyte Dr. Oxon Hill, MD 20745                           |
| 17       | Parkdale HS                | 6001 Good Luck Rd. Riverdale, MD 20737                       |
| 18       | Potomac HS                 | 5211 Boydell Avenue, Oxon Hill, MD 20745                     |
| 19       | Suitland HS                | 5200 Silver Hill Rd, District Heights, MD 20747              |
| 20       | Surrattville HS            | 6101 Garden Drive, Clinton, MD 20735                         |
| 21       | Charles Herbert Flowers HS | 10001 Ardwick-Ardmore Dr. Springdale, MD 20774               |
| 22       | Tall Oaks Vocational HS    | 2112 Church Rd. Bowie, MD 20721                              |
| 23       | Andrew Jackson MS          | 3500 Regency Pkwy, District Heights, MD 20747                |
| 24       | Benjamin Stoddart MS       | 2501 Olson St. Marlow Heights, MD 20748                      |
| 25       | Benjamin Tasker MS         | 4901 Collington Rd. Bowie, MD 20715                          |
| 26       | Buck Lodge MS              | 2611 Buck Lodge, Hyattsville, MD 20783                       |
| 27       | Charles Carroll MS         | 6130 Lamont Dr. New Carrollton, MD 20784                     |
| 28       | Drew Freeman MS            | 2600 Brooks Drive. Suitland, MD 20746                        |
| 29       | Dwight D Eisenhower MS     | 13725 Briarwood Dr. Laurel, MD 20708                         |
| 30       | Eugene Burroughs MS        | 14600 Berry Rd, Accokeek, MD 20607                           |
| 31       | Gardner Shuggart MS        | 2000 Calloway St. Temple Hills, MD 20748                     |
| 32       | Greenbelt MS               | 8950 Edmonston Rd or 6301 Breezewood Dr, Greenbelt, MD 20770 |
| 33       | Gwynn Park MS              | 8000 Dyson Rd. Brandywine, MD 20613                          |
| 34       | Hyattsville MS             | 6001 42nd Avenue, Hyattsville, MD 20781                      |
| 35       | James Madison MS           | 7300 Woodyard Rd. Upper Marlboro, MD 20772                   |
| 36       | Kenmoor MS                 | 2500 Kenmoor Dr. Hyattsville, MD 20785                       |

| SITE NO. | SITE NAME                              | SITE ADDRESS  |
|----------|--|---|
| 37       | Kettering MS                           | 65 Harrington Dr. Upper Marlboro, MD 20772                              |
| 38       | Lord Baltimore MS/Isaac J. Gourdine MD | 8700 Allentown Rd. Fort Washington, MD 20744                            |
| 39       | Martin Luther King Jr. MS              | 4545 Ammendale Rd. Beltsville, MD 20705                                 |
| 40       | Nicholas Orem MS                       | 6100 Editors Park Dr. Hyattsville, MD 20782                             |
| 41       | Oxon Hill MS                           | 9570 Fort Foote Rd. Fort Washington, MD 20744                           |
| 42       | Robert Goddard MS                      | 9850 Good Luck Rd. Lanham, MD 20706                                     |
| 43       | Stephen Decatur MS                     | 8200 Pinewood Dr. Clinton, MD 20735                                     |
| 44       | Thomas G. Pullen MS                    | 700 Brightseat Rd. Hyattsville, MD 20785                                |
| 45       | Thomas Johnson MS                      | 5401 Barker Pl. Lanham, MD 20706  |
| 46       | Thurgood Marshall MS                   | 4909 Brinkley Rd. Temple Hills, MD 20748                                |
| 47       | Walker Mill MS                         | 800 Karen Blvd. Capitol Heights, MD 20743                               |
| 48       | William Wirt MS                        | 6200 Tuckerman St. Riverdale, MD 20737                                  |
| 49       | SASSCER/Board of Education             | 14201 School Ln. Upper Marlboro, MD 20772                               |
| 50       | Belair Staff Development Center        | 3021 Belair Dr. Bowie, MD 20715   |
| 51       | Bladensburg Instructional Center       | 5150 Annapolis Rd. Bladensburg, MD 20710                                |
| 52       | Facilities Administration Building     | 13300 Old Marlboro Pike, Upper Marlboro, MD 20772                       |
| 53       | ISSC (PGCPS)                           | 9201 East Hampton Dr. Capitol Heights, MD 20743                         |
| 54       | Oxon Hill Staff Dev. Ctr.              | 7711 Livingston Rd. Oxon Hill-Glassmanor, MD 20745                      |
| 55       | Bonnie F. Johns Center                 | 8437 Landover Rd., Greater Landover, MD 20785                           |
| 56       | RICA Center                            | 9400 Surratts Rd., Cheltenham, MD 20623                                 |
| 57       | UM Conference Center                   | 3501 University Boulevard East, Adelphi, MD 20783                       |
| 58       | UMUC Pontiac St                        | 4716 Pontiac Street College Park, MD 20740                              |
| 59       | UM Space/ Science Bldg                 | Stadium Dr. & Regents Dr, University of Maryland College Park, MD 20742 |
| 60       | PG Community College                   | 301 Largo Rd., Largo, MD 20774  |
| 61       | Bowie State University                 | 14000 Jericho Park Rd., Bowie, MD 20715                                 |
| 62       | Glen Dale Comm Ctr                     | 7800 Central Ave., Landover, MD 20785                                   |
| 63       | Accokeek Library                       | 15773 Livingston Rd. Accokeek, MD 20607                                 |
| 64       | Ernest Everett Just MS                 | 1300 Campus Way North, Bowie, MD 20721                                  |
| 65       | Fire Dept. Services                    | 6820 Webster Street., Hyattsville, MD 20784                             |
| 66       | PD- MNP/SOD                            | 6700 Riverdale Rd. East Riverdale, MD 20737                             |
| 67       | PGC Jefferson Ave Warehouse            | 7600 Jefferson Ave, Landover, MD 20785                                  |
| 68       | PD District 2/Bowie                    | 601 SW Crain Hwy., Upper Marlboro, MD 20774                             |

| SITE NO. | SITE NAME                        | SITE ADDRESS   |
|----------|----------------------------------|--|
| 69       | PGC PD District 4 (Eastover)     | 5135 Indian Head Hwy, Oxon Hill, MD 20745            |
| 70       | PD District 5/Clinton            | 6707 Groveton Dr., Clinton, MD 20735                 |
| 71       | PGC PD District 6/Beltsville     | 4321 Sellman Rd. Beltsville, MD 20705                |
| 72       | PGC PD-Training                  | 13401 Dille Drive., Upper Marlboro, MD 20772         |
| 73       | PGC HD-Cheverly                  | 3003 Hospital Drive., Hyattsville, MD 20785          |
| 74       | Central Reg Health Dept          | 5408 Silver Hill Rd., District Heights, MD 20747     |
| 75       | HD-DYER/Southern Regional        | 9314 Piscataway Rd., Clinton, MD 20735               |
| 76       | PGC Fleet Maintenance            | 8019 Central Ave., Capitol Heights, MD 20743         |
| 77       | PGC Public Works Marburger       | 8400 D'Arcy Rd., District Heights, MD 20747          |
| 78       | PGC DER-Landfill                 | 3500 Brown Station Rd., Upper Marlboro, MD 20774     |
| 79       | TRIP Center to LGC               | 8400 D'Arcy Rd., District Heights, MD 20747          |
| 80       | PGC DOC-Jail                     | 13400 Dille Dr., Upper Marlboro, MD 20772            |
| 81       | Lanham-CAB                       | 14741 Gov. Oden Bowie Dr., Upper Marlboro, MD 20772  |
| 82       | Beltsville Library               | 4319 Sellman Rd., Beltsville, MD 20705               |
| 83       | Bladensburg Library              | 4820 Annapolis Rd, Bladensburg, MD 20710             |
| 84       | Bowie Library                    | 15210 Annapolis Road., Bowie, MD 20715               |
| 85       | Fairmount Heights Library        | 5904 Kolb St, Fairmont Heights, MD 20743             |
| 86       | Glenarden Library                | 8724 Glenarden Pkwy., Glenarden, MD 20706            |
| 87       | Greenbelt Library                | 11 Crescent Rd., Greenbelt, MD 20770                 |
| 88       | Hillcrest Heights Library        | 2398 Iverson St., Hillcrest Heights, MD 20748        |
| 89       | Hyattsville Library              | 6530 Adelphi Rd., Hyattsville, MD 20782              |
| 90       | Largo Kettering Library          | 9601 Capital Lane., Upper Marlboro, MD 20774         |
| 91       | Laurel Library                   | 507 7th Street., Laurel, MD 20707                    |
| 92       | New Carrollton Library           | 7414 Riverdale Rd., New Carrollton, MD 20784         |
| 93       | Oxon Hill Library                | 6200 Oxon Hill Rd., Oxon Hill, MD 20745              |
| 94       | Spaulding Library                | 5811 Old Silver Hill Rd., District Heights, MD 20747 |
| 95       | Surratts-Clinton Library         | 9400 Piscataway Rd., Clinton, MD 20735               |
| 96       | Upper Marlboro Library           | 14730 Main St., Upper Marlboro, MD 20772             |
| 97       | DPWT Greenbelt SHA               | 9300 Kenilworth Avenue, Greenbelt, MD 20770          |
| 98       | DPWT Iverson @ 26th Ave          | Iverson St & 26th Avenue                             |
| 99       | DPWT Lottsford Rd @ Arena Dr     | Arena Dr & Lottsford Rd                              |
| 100      | DPWT Sheriff Rd E @ William Paca | Sheriff Rd & William Paca                            |
| 101      | DPWT Ritchie Rd @ Walker Mill Rd | Ritchie Rd & Walker Mill Rd                          |

| SITE NO. | SITE NAME                                    | SITE ADDRESS                                       |
|----------|--|--|
| 102      | DPWT Ardwick Ardmore Rd.                     | Ardwick-Ardmore Rd & Pennsy Dr                     |
| 103      | Sheriff Rd @ Giant Food Warehouse            | Sheriff Rd & Giant Food West                       |
| 104      | DPWT Marlboro Pike @ Donnell Dr              | Marlboro Pike E & Donnell Dr                       |
| 105      | DPWT Marlboro Pike @ County Rd               | Marlboro Pike Mid & Silver Hill Rd                 |
| 106      | DPWT Paint Branch @ River Rd                 | Paint Branch Pkwy & River Rd                       |
| 107      | DPWT Alexander Ferry Rd                      | Old Alex. Ferry Rd & Malcolm Rd                    |
| 108      | DPWT Walker Mill @ Rochelle Ave              | Walker Mill Rd & Rochelle Avenue                   |
| 109      | PGC Vehicle Audits                           | 4920 Richie Marlboro Rd., Upper Marlboro, MD 20772 |
| 110      | PGC Animal Control                           | 3750 Brown Station Road Upper Marlboro, MD         |
| 111      | Animal Control (Old site)                    | 8311 D'Arcy Rd., Forestville, MD 20747             |
| 112      | PGC Hyattsville Judicial Center              | 5000 Rhode Island Ave., Hyattsville, MD 20781      |
| 113      | PGCTV  | 9475 Lottsford Rd, Largo, MD 20774                 |
| 114      | PGC Hyattsville District Court               | 4990 Rhode Island Ave., Hyattsville, MD 20781      |
| 115      | Lakeside                                     | 14432 Old Mill Rd, Upper Marlboro MD 20772         |
| 116      | Berwyn Heights Town Office                   | 5700 Berwyn Avenue., Berwyn Heights, MD 20740      |
| 117      | Berwyn Heights Public Works                  | 8418 Ballew Avenue, Berwyn Heights, MD 20740       |
| 118      | Berwyn Heights Senior Center                 | 8603 57th Avenue, Berwyn Heights, MD 20740         |
| 119      | Bowie Belair Mansion                         | 12207 Tulip Grove Dr. Bowie, MD                    |
| 120      | Bowie Belair Stables                         | 2835 Belair Dr. Bowie, MD                          |
| 121      | Bowie Parks & Grounds Maintenance Bldg.      | 3106 Mitchellville Rd., Bowie, MD 20716            |
| 122      | Bowie Ice Arena                              | 3330 Northview Dr. Bowie, MD 20716                 |
| 123      | Bowie Tulip Grove House                      | 12209 Tulip Grove Rd. Bowie, MD                    |
| 124      | Bowie Playhouse                              | 6314 Crain Highway., Bowie, MD                     |
| 125      | Bowie Hammel House                           | 2608 Mitchellville Rd. Bowie, MD                   |
| 126      | Bowie Water Plant                            | 2912 Bradford Ln. Bowie, MD                        |
| 127      | Bowie Public works, Wastewater and Recycling | 16550 Annapolis Rd. Bowie, MD                      |
| 128      | Bowie Amphitheater                           | 3330 Northview Dr. Bowie, MD 20716                 |
| 129      | Bowie Senior Center                          | 14900 Health Center Drive Bowie, MD 20716          |

| SITE NO. | SITE NAME   | SITE ADDRESS   |
|----------|---|--|
| 130      | Bowie Comm. Ctr.                                      | 3209 Stonybrook Dr. Bowie, MD                          |
| 131      | Bowie Huntington Comm. Ctr.                           | 13022 Eighth St. Bowie, MD 20720                       |
| 132      | Bowie Community Ctr Pittsfield                        | 1717 Pittsfield Ln, Bowie, MD 20716                    |
| 133      | College Park Public Services                          | 4601A Calvert Road, College Park, MD 20740             |
| 134      | College Park Youth & Family Svcs.                     | 4912 Nantucket Rd., College Park, MD 20740             |
| 135      | College Park Housing Authority                        | 9014 Rhode Island Ave, College Park, MD 20740          |
| 136      | College Park Senior Program/Spellman House apartments | 4711 Berwyn House Rd., College Park, MD 20740          |
| 137      | Cottage City Town Hall                                | 3820 40th Avenue, Brentwood, MD 20722                  |
| 138      | District Heights Municipal                            | 2000 Marbury drive district heights md 20747           |
| 139      | Edmonston Town Hall                                   | 5005 52nd Ave, Hyattsville, MD 20781                   |
| 140      | Edmonston Town Hall                                   | 5005 52nd Ave, Hyattsville, MD 20781                   |
| 141      | Glenarden City Hall                                   | 8600 Glenarden Pkwy, Glenarden, MD 20706               |
| 142      | Greenbelt City Hall                                   | 25 Crescent Rd, Greenbelt, MD 20770                    |
| 143      | Landover Hills Town Hall                              | 6904 Taylor St., Hyattsville, MD 20784                 |
| 144      | Mt. Rainier City Hall                                 | 1 Municipal Pl, Mt. Rainier, MD 20712                  |
| 145      | Mt. Rainier City Hall                                 | 1 Municipal Pl, Mt. Rainier, MD 20712                  |
| 146      | New Carrollton City Hall                              | 6016 Princess Garden Parkway, New Carrollton, MD 20784 |
| 147      | New Carrollton Public Works                           | 6318 Westbrook Dr. New Carrollton, MD 20784            |
| 148      | University Park Town Hall                             | 6724 Baltimore Ave., University Park, MD 20782         |
| 149      | North Brentwood Town Hall                             | 4300 39th place, Brentwood MD, 20722                   |
| 150      | PGC National Harbor @ Fleet St                        | National Harbor & Fleet St.                            |
| 151      | Brentwood Town Hall                                   | 4009 Wallace Rd., North Brentwood, MD 20722            |
| 152      | Ritchie OTN   | 1107 Ritchie Rd. Capitol Heights, MD 20743             |
| 153      | Ritchie OTN   | 1107 Ritchie Rd. Capitol Heights, MD 20743             |
| 154      | Ritchie OTN   | 1107 Ritchie Rd. Capitol Heights, MD 20743             |
| 155      | Ritchie   | 1107 Ritchie Rd. Capitol Heights, MD 20743             |
| 156      | Livingston  | 9611 Livingston Rd., Fort Washington, MD 20744         |
| 157      | Livingston  | 9611 Livingston Rd., Fort Washington, MD 20744         |
| 158      | Hyattsville   | 4314 Farragut St. Hyattsville, MD 20781                |
| 159      | Hyattsville   | 4314 Farragut St. Hyattsville, MD 20781                |

| SITE NO. | SITE NAME                           | SITE ADDRESS                              |
|----------|-------------------------------------|---|
| 160      | Hyattsville                         | 4314 Farragut St. Hyattsville, MD 20781   |
| 161      | Lanham OTN                          | 9609 Annapolis Rd., Lanham, MD 20706      |
| 162      | Lanham OTN                          | 9609 Annapolis Rd., Lanham, MD 20706      |
| 163      | Lanham/Annapolis Rd.                | 9609 Annapolis Rd., Lanham, MD 20706      |
| 164      | Bowie                               | 2614 Kenhill Dr. Bowie, MD 20715          |
| 165      | Bowie                               | 2614 Kenhill Dr. Bowie, MD 20715          |
| 166      | Bowie                               | 2614 Kenhill Dr. Bowie, MD 20715          |
| 167      | LGC                                 | 9201 Basil Court, Largo, MD 20774         |
| 168      | LGC                                 | 9201 Basil Court Largo, MD 20774          |
| 169      | LGC                                 | 9201 Basil Court, Largo, MD 20774         |
| 170      | LGC                                 | 9201 Basil Court Largo, MD 20774          |
| 171      | LGC-Inet Services                   | 9201 Basil Court Largo, MD 20774          |
| 172      | Southern Regional Service Center    | 7007 Bock Road, Fort Washington, MD 20744 |
| 173      | Greenbelt Community Center/Gate     | 15 Crescent Rd., Greenbelt, MD            |
| 174      | Greenbelt youth Center              | 99 Centerway, Greenbelt, MD               |
| 175      | Greenbelt Aquatic/Fitness Center    | 101 Centerway, Greenbelt, MD              |
| 176      | Greenbelt Police Department         | 550 Crescent Rd., Greenbelt MD            |
| 177      | Greenbelt Public works              | 555 Crescent Rd, Greenbelt MD             |
| 178      | Greenbelt SHL Rec                   | 6101 Cherrywood Lane., Greenbelt, MD      |
| 179      | Greenbelt Museum                    | 10 Crescent Rd., Greenbelt MD             |
| 180      | Bladensburg City Hall               | 4229 Edmonston Rd, Bladensburg, MD 20710  |
| 181      | Colmar Manor Town Hall              | 3701 Lawrence St, Colmar Manor, MD 20722  |
| 182      | Riverdale Town Hall                 | 5004 Queensbury Rd, Riverdale, MD 20737   |
| 183      | Hyattsville Municipal Ctr/Town Hall | 4310 Gallatin St, Hyattsville, MD 20781   |
| 184      | College Park City Hall              | 4500 Knox Rd, College Park, MD 20740      |
| 185      | Bowie Boathouse                     | 3330 Northview Dr. Bowie, MD 20716        |
| 186      | College Park Public Works           | 9219 51st Ave, College Park, MD 20740     |



**SETTLEMENT - Exhibit 3**

**Maintenance Standards**

1. Comcast shall perform all maintenance of the C-Net up to the Demarcation Point. Notwithstanding any other provision of this Agreement, in any case where Comcast could charge costs to the LFAs, but may be reimbursed for costs by a third party (as may be the case, for example, if a third party damages the C-Net), LFAs may not be charged.
2. The Maintenance Standards and pricing set forth herein assume that the LFAs continue to manage the C-Net through PGINCCC or its successor. The costs set forth herein are the costs for the C-Net serving all LFAs, collectively. In the event an LFA opts to manage its rights separately, it will be billed separately for the portion of the C-Net for which it holds an IRU, and the fee in Section 6 will be allocated to that entity proportionately based on the number of sites served in that LFA and the cost to entities that continue to manage the C-Net jointly will be reduced by the amount so allocated. The LFAs must give Comcast written notice at least 60 days prior to the anniversary of the Effective Date (when the next annual payment would be due) to allow for the transition of invoicing. Changes in management described herein occurring after the annual payment is made shall not obligate Comcast to refund any amounts already paid for that year. The LFAs are responsible for no costs associated with maintenance of the C-Net.
3. LFAs personnel shall notify Comcast's technicians in the event of an emergency involving the C-Net, or when routine maintenance of the C-Net is required. Upon determination of an emergency or "Outage", the County or Participating Municipality shall immediately notify the Comcast XOC by telephone at 1-800-441-6917 or through such other notification procedure as the Parties may establish. Upon notice from an LFA of an outage, or if Comcast becomes aware of an Outage that may affect the C-Net from its internal monitoring systems, Comcast shall respond as follows:
  - Within two (2) hours of receiving notice of a maintenance problem, Comcast's technicians shall arrive on-site to begin troubleshooting problems.
4. Material changes shall be applied whenever Comcast uses its own materials for maintenance. The LFAs will be charged Comcast's Material Cost.
5. General. In performing maintenance, the following shall also apply:
  - 5.1 Beyond the fee set forth in Section 6 of this Settlement Agreement, the LFAs shall not have to pay for the costs for maintenance of the C-Net, except as specifically provided herein.
  - 5.2 Comcast recognizes that restoration of the C-Net is equally as important as restoration of Cable Service to Subscribers.
  - 5.3 The LFAs shall be responsible for absorbing all associated make ready and/or permit costs for work done solely to benefit them. For joint use construction between the LFAs and Comcast, Comcast shall absorb those costs.

- 5.4 In the event that any portion of the C-Net must be relocated, replaced or rebuilt for any reason, Comcast shall notify the LFAs as soon as is practical. Comcast shall further notify the LFAs of the reason(s) for the relocation, replacement or rebuilding and the impact said relocation, replacement or rebuilding is expected to have on the Institutional Network. Relocations required by the LFAs shall be paid for by the LFA requiring the relocation.
  - 5.5 Replacement Fibers. At any time following the Effective Date, if any of the fibers constituting the C-Net do not operate within the Fiber Specifications, Comcast shall replace the fiber or provide alternative equivalent capacity at no additional cost to the LFAs other than as specified herein.
    - 5.5.1 The Parties recognize that the precise route of the C-Net (including the location of C-Net sites) may change from time to time. However:
      - 5.5.2 No construction that alters the fiber routes or pathways, fiber terminations or operation of the Institutional Network may commence without Comcast providing the LFAs prior notice of at least thirty (30) days, except for emergencies.
      - 5.5.3 Changes made must provide the LFAs with substantially the same quality of service and approximately the same route as existed before the C-Net was moved. In no event may the number of fibers that an LFA is authorized to use pursuant to this Agreement be reduced, nor may any change prevent any LFA from exercising its rights pursuant to this Agreement.
      - 5.5.4 The costs of any changes to or relocations of the C-Net that are made in Comcast's discretion or for any cause other than those specified in **Error! Reference source not found.** below, including any costs incurred by the LFAs in moving their equipment and extending FiberNet to the new location of the C-Net, shall be borne by Comcast and shall not be borne by the LFAs.
      - 5.5.5 The LFAs shall be responsible for Actual Cost of any relocation work required at any given time for cable provided solely for LFA use and not collocated with Comcast fiber.

**SETTLEMENT - Exhibit 4**

|             |              |
|-------------|--------------|
| Annual Fee: |              |
| Year 1      | \$185,256.00 |
| Year 2      | \$188,683.24 |
| Year 3      | \$192,173.88 |
| Year 4      | \$195,729.09 |
| Year 5      | \$199,350.08 |
| Year 6      | \$203,038.06 |
| Year 7      | \$206,794.26 |
| Year 8      | \$210,619.96 |
| Year 9      | \$214,516.42 |
| Year 10     | \$218,484.98 |

**SETTLEMENT - Exhibit 5**

Cable Modem Pricing

An LFA, prior to the expiration of the 90-day period set forth in Section 7, may choose the level of service desired for each location. All speeds listed are download speeds. Prices are guaranteed for a two-year period. One GB service may be available on a location-by-location basis. All terms of service shall be Comcast's standard business services terms.

|       |                    |
|-------|--------------------|
| 100mb | - \$79.99 / month  |
| 200mb | - \$99.99 / month  |
| 300mb | - \$139.99 / month |
| 600mb | - \$189.99 / month |

**EXHIBIT B**

**List of Public Buildings**

|                         |        |                |                  |
|-------------------------|--------|----------------|------------------|
| 2016 A ROOM             | 14741  | GOV ODEN BOWIE | UPPER MARLBORO   |
| 2016 B ROOM             | 14741  | GOV ODEN BOWIE | UPPER MARLBORO   |
| ACADAMY ANDREW JACKSON  | 3500   | REGENCY PKWY   | DISTRICT HEIGHTS |
| ACQUATIC CTR, GREENBELT | 101    | CENTERWAY      | GREENBELT        |
| ADMIN OFFICE, COUNTY    | 14741  | GOV ODEN BOWIE | UPPER MARLBORO   |
| ADMIN OFFICE, COUNTY    | 14741  | GOV ODEN BOWIE | UPPER MARLBORO   |
| ADMIN OFFICE, COURT     | 14735M | DIS            | UPPER MARLBORO   |
| ADMIN, ARMBSTEAD        | 8418   | BALLEW AVE     | COLLEGE PARK     |
| ANNEX, BOWIE            | 3021   | BELAIR DR      | BOWIE            |
| ANNEX, SUTLAND          | 5200B  | SILVER HILL RD | DISTRICT HEIGHTS |
| APP MAINT DIV, PFGD     | 4200   | FORESTVILLE RD | DISTRICT HEIGHTS |
| APPLE GROVE, ELEM SCH   | 7400   | BELFIELD AVE   | FORT WASHINGTON  |
| AREA OFFICE, NORTHERN   | 7711   | LIVINGSTON RD  | OXON HILL        |
| AREA OFFICE, SOUTHERN   | 6501   | LOWLAND DR     | LANDOVER         |
| ARMORY, LAUREL          | 422    | MONTGOMERY ST  | LAUREL           |
| ARROWHEAD, ELEM SCH     | 2300   | SANSBURY RD    | LARGO            |
| ASSEMBLY, JURY          | 14735  | MAIN ST        | UPPER MARLBORO   |
| BARACK OBAMA, PGCPs     | 12700  | BROOKE LN      | UPPER MARLBORO   |
| BARNABY MANOR, ELEM SCH | 2411   | OWENS RD       | OXON HILL        |
| BEN FOULOUS, ELEM SCH   | 4601   | BEAUFORD RD    | MORNINGSIDE      |
| BEN STODDERT, MID SCH   | 2501   | OLSON ST       | CAMP SPRINGS     |
| BLADENSBURG ES, PGCPs   | 4915   | ANNAPOLIS RD   | BLADENSBURG      |
| BLADENSBURG, TOWN OF    | 4229   | EDMONSTON RD   | BLADENSBURG      |
| BLADENSBURG, VFD        | 4213   | EDMONSTON RD   | BLADENSBURG      |
| BLDG, RM #70, COUNTY    | 9201   | BASIL CT       | LARGO            |
| BONNIE JOHNS, PGCPs     | 8437   | LANDOVER RD    | LANDOVER         |
| BOWIE MD, CITY OF       | 2614   | KENHILL DR     | BOWIE            |
| BOWIE STATION, PG POLIC | 601    | CRAIN HWY      | MITCHELLVILLE    |
| BOWIE WASTE MA, CITY OF | 16550  | ANNAPOLIS RD   | BOWIE            |
| BOWIE, CITY OF          | 2912   | BRADFORD LN    | BOWIE            |
| BRANCH ELMTY, PAINT     | 5101   | PIERCE AVE     | COLLEGE PARK     |
| BRENTWOOD, MARGARET     | 5816   | LAMONT TER     | NEW CARROLLTON   |
| BRENTWOOD, NORTH        | 4009   | WALLACE RD     | N BRENTWOOD      |
| CALVARY, MOUNT          | 6704   | MARLBORO PIKE  | DISTRICT HEIGHTS |
| CEDAR HEIGHTS, COMM CTR | 1200   | GLEN WILLOW DR | FAIRMOUNT HGT    |
| CENER JUDICIA, CONFEREN | 14735D | MAIN ST        | UPPER MARLBORO   |

|                            |       |                    |                  |
|----------------------------|-------|--------------------|------------------|
| CENTER, COMMUNITY          | 5051  | PIERCE AVE         | COLLEGE PARK     |
| CENTER, COMMUNITY          | 7901  | CYPRESS ST         | LAUREL           |
| CENTER, HUNTINGTON         | 13022 | 8TH ST             | BOWIE            |
| CENTRAL, SERV, OFFICE      | 3415  | N FOREST EDGE RD   | DISTRICT HEIGHTS |
| CENTRAL, SERV, OFFICE O    | 1400  | MCCORMICK DR       | LARGO            |
| CENTRAL, SERV, OFFICE OF   | 1301  | MCCORMICK DR       | LARGO            |
| CENTRAL, HIGH SCH          | 200   | CABIN BRANCH RD    | CAPITOL HEIGHTS  |
| CHAPEL FORCE ECC, PGCPs    | 12711 | MILAN WAY          | BOWIE            |
| CITY HALL, BOWIE           | 2614  | KENHILL DR         | BOWIE            |
| CITY HALL, BOWIE           | 15901 | EXCALIBUR RD       | BOWIE            |
| CITY HALL, CHEVERLY        | 6401  | FOREST RD          | CHEVERLY         |
| CITY HALL, HYATTSVI        | 4310  | GALLATIN ST        | HYATTSVILLE      |
| CITY HALL, HYATTSVI        | 4310  | GALLATIN ST        | HYATTSVILLE      |
| CITY HALL, LAUREL          | 8103  | SANDY SPRING RD    | LAUREL           |
| CITY HALL, LAUREL          | 8103  | SANDY SPRING RD    | LAUREL           |
| CITY ICE RINK, BOWIE       | 3330  | NORTHVIEW DR       | BOWIE            |
| CITY OF SEA P, POLICE D    | 6011  | ADDISON RD         | CAPITOL HEIGHTS  |
| CITY POLICE, COTTAGE       | 3820  | 40TH AVE           | COTTAGE CITY     |
| CLINTON GROVE ES, PGCPs    | 9420  | TEMPLE HILL RD     | CLINTON          |
| COLLEGE PARK, CITY HALL    | 9217  | 51ST AVE           | COLLEGE PARK     |
| COLLEGE PARK, CITY HALL    | 8400  | BALTIMORE AVE      | COLLEGE PARK     |
| COLMAR MANOR, TOWN OF      | 3701  | LAWRENCE ST        | COLMAR MANOR     |
| COLUMBIA PARK, ELEM SCH    | 1901  | KENT VILLAGE DR    | LANDOVER         |
| COMM CENTER, DEERFLD       | 13000 | LAUREL BOWIE RD    | LAUREL           |
| COMM CTR, GOODLUCK         | 8601  | GOODLUCK RD        | LANHAM           |
| COMM FAC, CEN              | 7911  | ANCHOR ST          | LANDOVER         |
| COMMISSION, CABLE          | 14741 | GOV ODEN BOWIE     | UPPER MARLBORO   |
| COMMUNITY CTR, GREENBLT    | 15    | CRESCENT RD        | GREENBELT        |
| COMMUNITY CTR, GREENBLT    | 6101  | CHERRYWOOD LN      | GREENBELT        |
| COMMUNITY CTR, JEH         | 4400B | SHELL ST           | CAPITOL HEIGHTS  |
| COMMUNITY CTR, PEPPER MILL | 610   | HILL RD            | CAPITOL HEIGHTS  |
| COMUNITY CNTR, KENTLAND    | 2411  | PINEBROOK AVE      | LANDOVER         |
| CONCORD, ELEM SCH          | 2004  | CONCORD LN         | DISTRICT HEIGHTS |
| COUNTY COUNCIL, OFFICE OF  | 14741 | GOV ODEN BOWIE DR  | UPPER MARLBORO   |
| COUNTY OFFICE, OITC        | 1301  | MCCORMICK DR       | LARGO            |
| COUNTY, PG POLIC           | 6707  | GROVETON DR        | CLINTON          |
| CROSSLAND, HIGH SCH        | 6901  | TEMPLE HILL RD     | CAMP SPRINGS     |
| CTAM, CABLE TE             | 120   | WATERFRONT ST      | OXON HILL        |
| DENT ES, J FRANK           | 2700  | CORNING AVE        | FT WASHINGTON    |
| DEPARTMENT, POLICE         | 7600B | BARLOWE RD         | LANDOVER         |
| DEPARTMENT, POLICE         | 11108 | FORT WASHINGTON RD | FORT WASHINGTON  |

|                        |       |                  |                 |
|------------------------|-------|------------------|-----------------|
| DEPT PROTECT.POLICE    | 14741 | GOV ODEN BOWIE   | UPPER MARLBORO  |
| DFMS,PGCPS             | 2600  | BROOKS DR        | DISTRICT HEIGHT |
| DIVISION,DPWT          | 9400  | PEPPERCORN PL    | LARGO           |
| DOSWELL,BROOK,ELEM SCH | 1301  | BROOKE RD        | CAPITOL HEIGHTS |
| DUCKWORTH,ELM,JAMIES   | 11201 | EVANS TRL        | BELTSVILLE      |
| EARLYCHILDHOOD,HOYER   | 2300  | BELLEVIEW AVE    | CHEVERLY        |
| EISENHOWER,MS,DWIGHT   | 2001  | SHADYSIDE AVE    | SUITLAND        |
| ELECTIONS,BOARD OF     | 13725 | BRIARWOOD DR     | LAUREL          |
| ELEM SCHOOL,BEACON     | 1100  | MERCANTILE LN    | UPPER MARLBORO  |
| ELEM SCHOOL,CALVERTN   | 6929  | FURMAN PKWY      | RIVERDALE       |
| ELEM SCHOOL,CARROLLN   | 3400  | BELTSVILLE RD    | BELTSVILLE      |
| ELEM SCHOOL,CT REED    | 8300  | QUINTANA ST      | NEW CARROLLTON  |
| ELEM SCHOOL,KENILWOR   | 9501  | GREENBELT RD     | LANHAM          |
| ELEM SCHOOL,KENILWOR   | 12520 | KEMBRIDGE DR     | BOWIE           |
| ELEM SCHOOL,LAUREL     | 516   | MONTGOMERY ST    | LAUREL          |
| ELEM SCHOOL,PERRYWOO   | 501   | WATKINS PARK DR  | UPPER MARLBORO  |
| ELEM SCHOOL,RIDGCRST   | 6419  | 85TH AVE         | NEW CARROLLTON  |
| ELEM SCHOOL,SPELLMAN   | 6120  | RIGGS RD         | HYATTSVILLE     |
| ELEM SCHOOL,UNIV PK    | 3324  | 64TH AVE         | LANDOVER        |
| ELEM SCHOOL,WHITEHAL   | 4315  | UNDERWOOD ST     | UNIVERSITY PARK |
| ELEM,GREENBEL          | 3901  | WOODHAVEN LN     | BOWIE           |
| ELEMEN SCHOOL,MATTAPON | 66    | RIDGE RD         | GREENBELT       |
| ELEMENARY,SC,AVALON    | 11701 | DULEY STATION RD | UPPER MARLBORO  |
| ELEMENARY,SC,SUITLAND  | 4815  | DALTON ST        | CAMP SPRINGS    |
| ELEMENARY,ADELPHI      | 4650  | HOMER AVE        | SUITLAND        |
| ELEMENARY,BADEN        | 8820  | RIGGS RD         | HYATTSVILLE     |
| ELEMENARY,BELTSVIL     | 13601 | BADEN WESTWOOD   | BRANDYWINE      |
| ELEMENARY,BONDMILL     | 4300  | WICOMICO AVE     | BELTSVILLE      |
| ELEMENARY,CHEROKEE     | 16001 | SHERWOOD AVE     | LAUREL          |
| ELEMENARY,COOPER       | 9000  | 25TH AVE         | HYATTSVILLE     |
| ELEMENARY,DEERFLD      | 3817  | COOPER LN        | LANDOVER HILLS  |
| ELEMENARY,DODGE PK     | 13000 | BOWIE RD         | LAUREL          |
| ELEMENARY,GLENARDN     | 3401  | HUBBARD RD       | LANDOVER        |
| ELEMENARY,GLENRIDG     | 7200  | ECHOLS AVENUE    | GLENARDEN       |
| ELEMENARY,HEATHER      | 12605 | GALLATIN ST      | LANDOVER HILLS  |
| ELEMENARY,HIGHBRID     | 7011  | HEMING LN        | MITCHELLVILLE   |
| ELEMENARY,HOLLYWOOD    | 9811  | HIGH BRIDGE RD   | BOWIE           |
| ELEMENARY,HVATTSVL     | 5311  | 49TH AVE         | COLLEGE PARK    |
| ELEMENARY,KINGSFOR     | 1401  | 43RD AVE         | HYATTSVILLE     |
|                        |       | ENTERPRISE RD    | BOWIE           |

|                            |       |                     |                  |
|----------------------------|-------|---------------------|------------------|
| ELEMENTARY,LAMONT          | 7101  | GOOD LUCK RD        | HYATTSVILLE      |
| ELEMENTARY,LEWISDAL        | 2400  | BANNING PL          | HYATTSVILLE      |
| ELEMENTARY,NORTHVIE        | 3700  | NORTHVIEW DR        | BOWIE            |
| ELEMENTARY,OAKLAND         | 13710 | BOWIE RD            | LAUREL           |
| ELEMENTARY,ROCKLEDG        | 5006  | RIVERDALE RD        | RIVERDALE        |
| ELEMENTARY,TEMPLETO        | 7701  | LAUREL BOWIE RD     | BOWIE            |
| ELEMENTARY,WOODMORE        | 6001  | CARTERS LN          | RIVERDALE        |
| ELEMENTARY,WOODRIDG        | 12500 | WOODMORE RD         | BOWIE            |
| ELEMENTARY,YORKTOWN        | 5001  | FLINTRIDGE DR       | LANDOVER HILLS   |
| ELEMENTARY,MAGNOLIA        | 7301  | RACE TRACK RD       | BOWIE            |
| ETHICS/ACCOUN,OFFICE       | 8400  | NIGHTINGALE DR      | LANHAM           |
| EXECUTIVE,COUNTY           | 9201  | BASIL CT            | LARGO            |
| FAB,PGCPS                  | 1301  | MCCORMICK DR        | LARGO            |
| FAMILY SRVS,DEPT           | 13300 | OLD MARLBORO PIKE   | UPPER MARLBORO   |
| FINANCE,OFFICE OF          | 6420  | ALLENTOWN RD        | CAMP SPRINGS     |
| FIRE CHIEF,EMS DEPT OF THE | 1301  | MCCORMICK DR        | LARGO            |
| FIRE COMMISSION,PG CO      | 9201  | BASIL CT            | UPPER MARLBORO   |
| FIRE DEPT 41,BELTSVIL      | 6820  | WEBSTER ST          | LANDOVER HILLS   |
| FIRE DEPT,B H VOL          | 3939  | POWDER MILL RD      | BELTSVILLE       |
| FIRE DEPT,LANDOVER         | 8811  | 60TH AVE            | BERWYN HEIGHTS   |
| FIRE DEPT,LANHAM           | 6801  | 68TH AVE            | LANDOVER HILLS   |
| FIRE DEPT,PG               | 7609  | ANNAPOLIS RD        | LANDOVER HILLS   |
| FIRE DEPT,RIVERDAL         | 6330  | RIGGS RD            | HYATTSVILLE      |
| FIREHOUSE #2,KENTLAND      | 4714  | QUEENSBURY RD       | RIVERDALE        |
| FIREHOUSE 1,KENTLAND       | 10400 | CAMPUS WAY S        | LARGO            |
| FLINTSTONE ES,PGCPS        | 7701  | LANDOVER RD         | LANDOVER         |
| FLOWERS HS,CHUBBERT        | 800   | COMANCHE DR         | FOREST HEIGHTS   |
| FOREST HGTS,ELEM SCH       | 10001 | OLD ARDWICK ARDMR R | SPRINGDALE       |
| FORESTVILLE,HIGH SCH       | 200   | TALBERT DR          | FOREST HEIGHTS   |
| FRANCIS EVANS,ELEM SCH     | 7001  | BELTZ DR            | DISTRICT HEIGHTS |
| FRANCIS S KEY,MID SCH      | 6720  | OLD ALEX F RD       | CLINTON          |
| FRED DOUGLAS,HIGH SCH      | 2301  | SCOTT KEY DR        | DISTRICT HEIGHTS |
| FSR,PGCPS                  | 8000  | CROOM RD            | UPPER MARLBORO   |
| G G SHUGART,MID SCH        | 4801  | BROWN STATION RD    | UPPER MARLBORO   |
| GAYWOOD ES,PGCPS           | 2000  | CALLAWAY ST         | CAMP SPRINGS     |
| GEORGES CC,PRINCE          | 6701  | 97TH AVE            | LANHAM           |
| GEORGE'S CTY,PRINCE        | 301   | LARGO RD            | LARGO            |
| GLASSMANOR,ELEM SCH        | 9201  | BASIL CT            | LARGO            |
| GOODARD JR,HL,ROBERT       | 1011  | MARCY AVE           | OXON HILL        |
|                            | 9850  | GOOD LUCK RD        | LANHAM           |

|                            |       |                 |                  |
|----------------------------|-------|-----------------|------------------|
| GOUR MIDDLE SC,ISAAC       | 8700  | ALLENTOWN RD    | FORT WASHINGTON  |
| GOV'T BLDG,LIBRARY         | 11    | CRESCENT RD     | GREENBELT        |
| GREEN VALLEY,ELEM SCH      | 2215  | CHADWICK ST     | CAMP SPRINGS     |
| GREENBELT,CITY OF          | 25    | CRESCENT RD     | GREENBELT        |
| GROVE ELEM,TULIP           | 2909  | TRINOR LN       | BOWIE            |
| HANSON MONTAS,JOHN         | 6360  | OXON HILL RD    | OXON HILL        |
| HARRISON ELE,JAMES         | 13200 | LARCHDALE RD    | LAUREL           |
| HEIGHTS ELEM,CAPITAL       | 601   | SUFFOLK AVE     | CAPITOL HEIGHTS  |
| HGT'S COMM CTR,BERWYN      | 6200  | PONTIAC ST      | BERWYN HEIGHTS   |
| HIGH SCHOOL,BLAD           | 5610  | TILDEN RD       | BLADENSBURG      |
| HIGH SCHOOL,DEMATHA        | 4313  | MADISON ST      | HYATTSVILLE      |
| HIGH SCHOOL,DUYAL          | 9880  | GOOD LUCK RD    | LANHAM           |
| HIGH SCHOOL,HIGHT          | 3601  | POWDER MILL RD  | BELTSVILLE       |
| HIGH SCHOOL,LAUREL         | 8000  | CHERRY LN       | LAUREL           |
| HIGH SCHOOL,NORTHWT        | 7000  | ADELPHI RD      | UNIVERSITY PARK  |
| HIGH SCHOOL,PARKDALE       | 6001  | GOOD LUCK RD    | RIVERDALE        |
| HIGH SCHOOL,ROOSEVLT       | 7601  | HANOVER PKWY    | GREENBELT        |
| HIGHLAND ELEM,CAROLE       | 1610  | HANNON ST       | TAKOMA PARK      |
| HILL LAKE ELEM,SPRGHILL    | 6060  | SPRINGHILL DR   | GREENBELT        |
| HILL TOWN HALL,ANDOVER     | 6904  | TAYLOR ST       | LANDOVER HILLS   |
| HILL VOL,FD,SILVER         | 3900  | OLD SILVER HILL | SUITLAND         |
| HILLCREST HGT,FLEM SCH     | 4305  | 2ND PL          | CAMP SPRINGS     |
| HILLS ELEMEN,CARMODY       | 401   | JADLEAF AVE     | CAPITOL HEIGHTS  |
| HOOD,AGER ELM              | 6111  | AGER RD         | UNIVERSITY PARK  |
| HOUSE,COURT                | 14735 | MAIN ST         | UPPER MARLBORO   |
| HTS ELEM,ROGERS            | 4301  | 58TH AVE        | BLADENSBURG      |
| INDIAN QUEEN,ELEM SCH      | 9551  | FORT FOOTE RD   | FORT WASHINGTON  |
| JAMES RANDALL,ELEM SCH     | 5410  | KIRBY RD        | CLINTON          |
| JB MASON,PGCPS             | 2720  | IVERSON ST      | CAMP SPRINGS     |
| JOHN BAYNE,ELEM SCH        | 7010  | WALKER MILL RD  | CAPITOL HEIGHTS  |
| KENNEDYSCHOOL,DORA         | 8950  | EDMONSTON RD    | GREENBELT        |
| KETTERING,ELEM SCH         | 11000 | LAYTON ST       | LARGO            |
| KETTERING,MID SCH          | 65    | HERRINGTON DR   | LARGO            |
| LANGLEY PARK,SR CTR        | 1500  | MERRIMAC DR     | HYATTSVILLE      |
| LANGLEY PK MCCORMICK,PGCPS | 8201  | 15TH AVE        | HYATTSVILLE      |
| LARGO,HIGH SCH             | 505   | LARGO RD        | LARGO            |
| LAW,OFFICE                 | 1301  | MCCORMICK DR    | LARGO            |
| LEWIS,DONALD               | 15950 | DORSET RD       | LAUREL           |
| LONGFIELDS,ELEM SCH        | 3300  | NEWKIRK AVE     | DISTRICT HEIGHTS |
| LOWER CAMPUS,ACCOKEEK      | 14400 | BERRY RD        | ACCOKEEK         |
| MAINTENANCE,FLEET          | 8019  | CENTRAL AVE     | CAPITOL HEIGHTS  |
| MANAGE & BUDGET,OFFICE OF  | 1301  | MCCORMICK DR    | LARGO            |

|                         |       |                   |                   |
|-------------------------|-------|-------------------|-------------------|
| MANAGEMENT,WASTE        | 3500  | BROWN STATION RD  | SPRINGDALE        |
| MANOR COM CTR,GLASS     | 1101  | MARCY AVE         | OXON HILL         |
| MARLBORO HALL,PGCC      | 301   | LARGO RD          | LARGO             |
| MARLTON,ELEM SCH        | 8506  | OLD COLONY DR S   | UPPER MARLBORO    |
| MARSHALL MIDD,THURGOOD  | 4909  | BRINKLEY RD       | CAMP SPRINGS      |
| MASSIE ACADEM,SAMUEL P  | 3301  | REGENCY PKWY      | DISTRICT HEIGHTS  |
| MATHEW HENSON,ELEM SCH  | 7910  | SCOTT RD          | LANDOVER          |
| MATHIAS SCHL,SAMT       | 9473  | ANNAPOLIS RD      | LANHAM            |
| MCHENRY ELEM,JAMES      | 8909  | MCHENRY LN        | LANHAM            |
| MELWOOD,ELEM SCH        | 7100  | WOODYARD RD       | UPPER MARLBORO    |
| MIDDLE SCHOOL,BUCKLDG   | 2611  | BUCK LODGE RD     | HYATTSVILLE       |
| MIDDLE SCHOOL,CARROLL   | 6130  | LAMONT DR         | NEW CARROLLTON    |
| MIDDLE SCHOOL,GREENBELT | 6501  | BREZEWOOD DR      | GREENBELT         |
| MIDDLE SCHOOL,HYATTS    | 6001  | 42ND AVE          | HYATTSVILLE       |
| MIDDLE SCHOOL,KENMORE   | 2500  | KENMOOR DR        | LANDOVER          |
| MIDDLE SCHOOL,M L KING  | 4545  | AMMENDALE RD      | BELTSVILLE        |
| MIDDLE SCHOOL,N OREM    | 6100  | EDITORS PARK DR   | UNIVERSITY PARK   |
| MIDDLE SCHOOL,WM WIRT   | 6200  | TUCKERMAN ST      | RIVERDALE         |
| MIDDLE SCHOOL,BENJAMIN  | 4901  | COLLINGTON RD     | BOWIE             |
| MONTPELIER ES,PGCPS     | 9200  | MUIRKIRK RD       | LAUREL            |
| N FORESTVILLE,ELEM SCH  | 2311  | RITCHIE RD        | DISTRICT HEIGHTS  |
| NEW CARROLLTON,CITY OF  | 6016  | PRINCESS GDN PKWY | LANHAM            |
| OGLE MIDD SCH,SAMUEL    | 4111  | CHELMONT LN       | BOWIE             |
| OTTC,PGC                | 9201  | BASIL CT          | LARGO             |
| OLD FHHS,PGCPS          | 1401  | NVE ST            | FAIRMOUNT HEIGHTS |
| OVERLOOK,ELEM SCH       | 3298  | CURTIS DR         | CAMP SPRINGS      |
| OWENS SCIENCE,HOWARD    | 9601  | GREENBELT RD      | LANHAM            |
| OXON HILL,ELEM SCH      | 7701  | LIVINGSTON RD     | OXON HILL         |
| P E WILLIAMS,ELEM SCH   | 9601  | PRINCE PL         | LARGO             |
| PANORAMA,SPEC CEN       | 2002  | CALLAWAY ST       | CAMP SPRINGS      |
| PARK HIGH SCH,GWYNN     | 13800 | BRANDYWINE RD     | BRANDYWINE        |
| PARK MID,GWYNN          | 8000  | DYSON RD          | BRANDYWINE        |
| PATUXENT,ELEM SCH       | 4410  | BISHOPMILL DR     | UPPER MARLBORO    |
| PHILLIP,SAINT           | 5414  | HENDERSON WAY     | MORNINGSIDE       |
| PK FIRE DPT,COLLEGE     | 8115  | BALTIMORE AVE     | COLLEGE PARK      |
| PK PUBLIC WK,COLLEGE    | 9217  | 51ST AVE          | COLLEGE PARK      |
| PLEASANT,SEAT           | 5720  | ADDISON RD        | FAIRMOUNT HGT     |
| POLICE CRIML,LAUREL     | 13    | C ST              | LAUREL            |
| POLICE DEPT,BERWYN H    | 5411  | BERWYN RD         | BERWYN HEIGHTS    |
| POLICE DEPT,BOWIE       | 15901 | EXCALIBUR RD      | BOWIE             |

|                         |          |       |                  |                  |
|-------------------------|----------|-------|------------------|------------------|
| SPECL SCHOOL            | GLENDALE | 6700  | GLENN DALE RD    | GLENN DALE       |
| ST ATTY OFC,OFFICE      |          | 14735 | MAIN ST          | UPPER MARLBORO   |
| ST POLICE,MARYLAND      |          | 10100 | RHODE ISLAND AVE | COLLEGE PARK     |
| STATE UNIVERS,BOWIE     |          | 14000 | JERICHO PARK RD  | BOWIE            |
| STATION 46,KENTLAND     |          | 10400 | CAMPUS WAY S     | LARGO            |
| STEPHEN DECAUR,PGCPS    |          | 8200  | PINEWOOD DR      | CLINTON          |
| STONE ELEM,THOMAS       |          | 4500  | 34TH ST          | MT RAINIER       |
| SUITLANDHIGH SCH        |          | 5200A | SILVER HILL RD   | DISTRICT HEIGHTS |
| SURRATTSVILLE,HIGH SCH  |          | 6101  | GARDEN DR        | CLINTON          |
| SYLVANIA-WOOD,JUDGE     |          | 3000  | CHURCH ST        | GLENARDEN        |
| TALL-OAKS HS,PGCPS      |          | 2112  | CHURCH RD        | BOWIE            |
| TALL-OAKS,ACADEMY AT    |          | 2112  | CHURCH RD        | BOWIE            |
| TANGLEWOOD,SPEC CEN     |          | 8333  | WOODYARD RD      | CLINTON          |
| TAYAC ES,PGCPS          |          | 8600  | ALLENTOWN RD     | FORT WASHINGTON  |
| TELEVISION,PG           |          | 9475  | LOTTSFORD RD     | LARGO            |
| THOM CLAGGETT,ELEM SCH  |          | 2001  | ADDISON RD S     | DISTRICT HEIGHTS |
| THOM G PULLEN,MID SCH   |          | 700   | BRIGHTSEAT RD    | LANDOVER         |
| THOMAS JOHNSON MS,PGCPS |          | 5401  | BARKER PL        | LANHAM           |
| TOWN HALL,BERWYN H      |          | 5700  | BERWYN RD        | BERWYN HEIGHTS   |
| TOWN HALL,BRENTWOOD     |          | 4300  | 39TH PL          | BRENTWOOD        |
| TOWN HALL,COTTAGE       |          | 3820  | 40TH AVE         | COTTAGE CITY     |
| TOWN HALL,RIVERDALE     |          | 5008  | QUEENSBURY RD    | RIVERDALE        |
| TV ROOM,ACCOKEEK        |          | 301   | LARGO RD         | LARGO            |
| UPPER CAMPUS,ACCOKEEK   |          | 14500 | BERRY RD         | ACCOKEEK         |
| VALLEY VIEW,ELEM SCH    |          | 5500  | DANBY AVE        | OXON HILL        |
| VANSVILLE,SCH,VANSVILL  |          | 6813  | AMMENDALE RD     | BELTSVILLE       |
| WALDON WOODS ES,PGCPS   |          | 10301 | THRIFT RD        | CLINTON          |
| WALKER MILL,MID SCH     |          | 800   | KAREN BLVD       | CAPITOL HEIGHTS  |
| WASH FOREST,ELEM SCH    |          | 1300  | FILLMORE RD      | FORT WASHINGTON  |
| WHEATLEY,SPEC CEN       |          | 1200  | RITCHIE RD       | CAPITOL HEIGHTS  |
| WILLIAM HALL,ACAD,PGCPS |          | 5200  | MARLBORO PIKE    | CAPITOL HEIGHTS  |
| WM BEANES,ELEM SCH      |          | 5108  | DIANNA DR        | SUITLEND         |
| WOODS ES,GLENARDEN      |          | 7801  | GLENARDEN PKWY   | GLENARDEN        |
| WORKS BLDG,PUBLIC       |          | 6318  | WESTBROOK DR     | NEW CARROLLTON   |
| YOUTH CENTER,GREENBELT  |          | 99    | CENTERWAY        | GREENBELT        |

|                            |        |                      |                  |
|----------------------------|--------|----------------------|------------------|
| POLICE DEPT,CAPT           | 401    | CAPITOL HEIGHTS BLVD | CAPITOL HEIGHTS  |
| POLICE DEPT,GREENBLT       | 530    | CRESCENT RD          | GREENBELT        |
| POLICE DEPT,PG CO          | 7600   | BARLOWE RD           | LANDOVER         |
| POLICE DEPT,RIVERDALE      | 5004   | QUEENSBURY RD        | RIVERDALE        |
| POLICE,MD PARK             | 7208   | ALLENTOWN RD         | FORT WASHINGTON  |
| POLICE,PGC DEPT            | 4923   | 43RD AVE             | HYATTSVILLE      |
| POLICE,PGC DEPT            | 4923   | 43RD AVE             | HYATTSVILLE      |
| POLICE,PGC DEPT            | 4923   | 43RD AVE             | HYATTSVILLE      |
| POLICE,PG COUNTY           | 6700   | RIVERDALE RD         | RIVERDALE        |
| POLICE,RAINER              | 3249   | RHODE ISLAND AVE     | MT RAINIER       |
| POLICE,STATE               | 3500   | FORESTVILLE RD       | DISTRICT HEIGHTS |
| POLICE,US PARK             | 6501   | GREENBELT RD         | GREENBELT        |
| POTOMAC LAND,ELEM SCH      | 12500  | FORT WASHINGTON RD   | FORT WASHINGTON  |
| POTOMAC,HIGH SCH           | 5211   | BOYDELL AVE          | OXON HILL        |
| PRINCETON,ELEM SCH         | 6101   | BAXTER DR            | SUITLEND         |
| PUBLIC SRVCS,COLLEGEPK     | 8400   | BALTIMORE AVE        | COLLEGE PARK     |
| PUBLIC WORKS,BOWIE         | 16500  | ANNAPOLIS RD         | BOWIE            |
| PUBLIC WORKS,BOWIE         | 16500  | ANNAPOLIS RD         | BOWIE            |
| PUBLIC WORKS,COL PK        | 9219   | 51ST AVE             | COLLEGE PARK     |
| PUBLIC WORKS,DEPT          | 305    | 1ST ST               | LAUREL           |
| PUBLIC WORKS,DEPT OF       | 3715   | WELLS AVE            | MT RAINIER       |
| PUBLIC WORKS,GREENBEL      | 555    | CRESCENT RD          | GREENBELT        |
| RAINIER ELEM,MT            | 4011   | 32ND ST              | MOUNT RAINIER    |
| REDEEMER,HOLY              | 4905   | BERWYN RD            | COLLEGE PARK     |
| REIG SPEC ED,ELIZABET      | 15542  | PEACH WALKER DR      | BOWIE            |
| RIDGE ELEM,POINTER         | 1110   | PARKINGTON LN        | BOWIE            |
| ROAD COMM CTR,TUCKER       | 1771   | TUCKER RD            | FORT WASHINGTON  |
| ROOM COURTHOU,TRAINING     | 14735D | MAIN ST              | UPPER MARLBORO   |
| ROSE VALLEY,ELEM SCH       | 9800   | JACQUELINE DR        | FORT WASHINGTON  |
| SAMUEL CHASE,ELEM SCH      | 5700   | FISHER RD            | CAMP SPRINGS     |
| SANTARYLANDF,BROWNSTA      | 3500   | BROWN STATION RD     | SPRINGDALE       |
| SASSCFR,PGCPS              | 14201  | SCHOOL LN            | UPPER MARLBORO   |
| SCHOOL,BRANDYWI            | 14101  | BRANDYWIENE RD       | BRANDYWIENE      |
| SEABROOK ES,PGCPS          | 6001   | SEABROOK RD          | LANHAM           |
| SEAT PLEASANT,ELEM SCH     | 6411   | G ST                 | FAIRMOUNT HGT    |
| SENIOR CLUB,BERWYN HEIGHTS | 8603   | 57TH AVE             | COLLEGE PARK     |
| SENIOR HIGH,BOWIE          | 15200  | ANNAPOLIS RD         | BOWIE            |
| SETON HS,ELIZABET          | 5715   | EMERSON ST           | BLADENSBURG      |
| SKYLINE ES ADMIN,PGCPS     | 6311   | RANDOLPH RD          | MORNINGSIDE      |

**EXHIBIT C**

**PARTICIPATING MUNICIPALITIES**

- Town of Berwyn Heights
- Town of Bladensburg
- City of Bowie
- Town of Brentwood
- Town of Capitol Heights
- Town of Cheverly
- City of College Park
- Town of Colmar Manor
- Town of Cottage City
- City of District Heights
- Town of Eagle Harbor
- Town of Edmonston
- Town of Fairmount Heights
- Town of Forest Heights
- City of Glenarden
- City of Greenbelt
- City of Hyattsville
- Town of Landover Hills
- City of Laurel
- Town of Morningside
- City of Mount Rainier
- City of New Carrollton
- Town of North Brentwood
- Town of Riverdale Park
- City of Seat Pleasant
- Town of University Park
- Town of Upper Marlboro

**EXHIBIT D**

**LINE EXTENSION POLICY**

Where potential Subscribers reside in an area of the Franchise Area with a dwelling density that does not meet the prescribed minimum density requirements set out in Section 3.2 of the Agreement ("Low Density Area"), Franchisee shall extend Cable Service to such potential Subscribers in the Low Density Area upon the request of one or more potential Subscriber under the following conditions:

The potential Subscribers agree to share in the cost of extension based upon the following cost calculation:

The cost of extending the Cable System to serve a Low Density Area shall be calculated by (i) dividing the total construction cost of extending the System to pass each of the requesting previously unpassed dwelling unit owners by the number of dwelling units requesting Cable Service in such area, and (ii) subtracting Franchisee's average construction costs ("ACC") per mile in the Franchise Area divided by 20. The resulting cost shall equal the per dwelling unit contribution to be paid by each dwelling unit owner requesting extension of Cable Service in that particular area of the County.

- The applicable formula shall be:
  - $C - CA = SC$
  - $LEP$

Where:

- C equals the total cost of construction from the nearest point of distribution plant, and may include the costs of upgrades to existing distribution plant (fiber extensions, node splits, and other costs) caused by the new plant (upon request Franchisee will provide documentation of the basis for the upgrade costs to existing plant);
- LE equals the number of dwelling units requesting Cable Service in the proposed line extension area, who subsequently pay a contribution in aid;
- CA equals the average cost of construction per mile in Prince George's County including the costs of upgrades to existing distribution plant as defined in C above (upon request Franchisee will provide documentation of the basis for the average cost of construction per mile in Prince George's County);
- P equals 20 as applicable under Section 3.2 of the Agreement; and
- SC equals the per dwelling unit contribution in aid of construction in the proposed line extension area, to be paid by the persons requesting service.

More specifically:

If Franchisee receives a request for service, the Franchisee shall first determine the total construction costs of the extension. The "total construction costs" ("TCC") are defined as the actual turnkey cost to construct the entire extension required to serve the persons requesting services measuring from the Starting Point to the Ending Point, as specified

**EXHIBIT E**

**PEG CHANNEL LISTING (HD Channels to be so marked)**

| CHANNELS*   | DESCRIPTION                                  |
|-------------|--|
| 69 /1082    | Countywide Public Safety Channel             |
| 70 /1080    | Countywide Government Channel (Council)      |
| 71 /1081 HD | Narrowcast Municipal Channel                 |
| 72 /1072    | Countywide University of Maryland            |
| 73 /1073    | Countywide University of Maryland Global     |
| 74 /1074    | Countywide Bowie State                       |
| 75 /1075 HD | Countywide Prince George's Community College |
| 76 /1070    | Countywide Public Access – CTV               |
| 77 /1077    | Narrowcast Municipal Channel                 |
| 78 /1078    | Narrowcast Municipal Channel                 |
| 96 /1079    | Countywide PG County Public Schools*         |

**\*New channel numbers effective July 26, 2022.  
Need to confirm status of HD for PG County Public Schools**

in Section 3.2 of the Agreement. The TCC includes all electronics, pole make-ready charges, labor and reasonable associated overhead, but not the cost of the house drop.

The Franchisee shall then determine its contribution toward the construction costs per participating dwelling unit by dividing the Franchisee's average construction costs ("ACC") per mile in the Franchise Area by the applicable density under Section 3.2 of the Agreement. For illustration, if the applicable density is 20, and the average construction cost in the Franchise Area is \$45,000, the Franchisee Contribution is \$2,250.00 per participating dwelling unit.

"Participating Dwelling Unit" is a residential dwelling unit for which a person requesting service pays a contribution in aid of construction. The Franchisee may require that one half of the payment be made prior to commencing final design, engineering, or construction of the project with the balance due upon completion of the project.

Persons requesting service shall bear the total construction costs on a pro rata basis less the Franchisee contribution. For illustration, a service extension with a TCC of \$35,000 and 10 Participating Dwelling Units would result in a contribution in aid of construction of (\$3,500 - \$2,250) \$1,250 per Participating Dwelling Unit.

The County may require Franchisee to provide it proof of the estimated and the actual cost of the extension.

Other than Standard Installation costs related to non-standard drop length, or customer requested services such as internal wiring or underground drops where not required by Code, and similar standard new customer fees, there will be no other charges to Subscribers or potential Subscribers related to the System extension.



**EXHIBIT F**

**PEG ORIGINATION POINTS**

|   |   |
|---|---|
| Berwyn Heights  | City Hall   |
| Bladensburg   | Town Hall   |
| Bowie   | Gov Building  |
| Bowie State University                                      | Bowie State Campus  |
| Brentwood   | Town Hall   |
| Capitol Heights   | Town Hall   |
| Cheverly  | Town Hall   |
| College Park  | City Hall/Gov Building  |
| Colmar Manor  | Town Hall   |
| Cottage City  | Town Hall   |
| District Heights  | City Hall   |
| Eagle Harbor  | Town Hall   |
| Edmonton  | Town Hall   |
| Fairmount Heights   | Town Hall   |
| Forest Heights  | Town Hall   |
| Glenarden   | City Hall   |
| Greenbelt   | City Hall /Gov Building   |
| Hyattsville   | City Hall   |
| Landover Hills  | Town Hall   |
| Laurel  | City Hall   |
| Morningside   | Town Hall   |
| Mt. Rainier   | City Hall   |
| New Carrollton  | City Hall   |
| North Brentwood   | Town Hall   |
| PGCC – Community college                                    | PGCC Campus   |
| PGCO Government   | Gov Building  |
| PGCO Public Schools   | Gov Building  |
| PGC Safety Channel  | <i>(Request has been made to transfer from Anchor Street to Webster Street. This was already accomplished for Verizon.)</i> |
| Riverdale Park  | Town Hall   |
| Seat Pleasant   | City Hall   |
| University Park   | City Hall   |
| University of Maryland                                      | UMD Campus  |
| University of Maryland University College<br>Upper Marlboro | UMD Campus<br>Town Hall   |

**EXHIBIT G**

**CUSTOMER SERVICE STANDARDS**

This Exhibit sets forth the minimum customer service standards that the Franchisee must satisfy. In addition, and subject to the provisions of this Agreement, the Franchisee shall at all times satisfy any additional requirements established by applicable federal and state law or regulation, including, without limitation, consumer protection laws, and the requirements of the Cable Code, including Section 5A-109, as the same may be amended from time to time.

**I. DEFINITIONS**

The Participating Municipalities, County and the Franchisee agree that the definitions found in the governing Franchise supplemented by the following definitions shall govern enforcement of and the Franchisee's obligations under the customer service standard requirements under this Exhibit C:

*As Soon As Possible:* As used in 47 C.F.R. § 76.1603(b), a minimum of thirty (30) days in advance of such change unless the change results from circumstances outside of the Franchisee's control (including failed retransmission consent or program carriage negotiations during the last 30 days of a contract), in which case notice shall be provided as soon as possible using any reasonable written means at the Franchisee's sole discretion, including notices that would replace the video feed in the event of a channel blackout (channel states).

*Next Billing Cycle:* As used in 47 C.F.R. § 76.309(c)(3)(i)-(ii) and in this Agreement, means the Subscriber's next available billing cycle.

*Resolution of the Request:* As used in 47 C.F.R. § 76.309(c)(3)(D)(A), means the Subscriber's Next Billing Cycle following determination by the Franchisee of the Subscriber's right to a refund.

**II. RELATIONSHIP TO COUNTY/TOWN CODE**

Subject to Section 2.8 of the Franchise, nothing in this Exhibit shall be read to excuse Franchisee of any obligations under the County/Town Code.

**III. CUSTOMER SERVICE STANDARDS**

- A. Except as modified by a specific provision of this Exhibit, the Franchisee shall comply with the applicable customer service standards including those set forth by the FCC in 47 C.F.R. §§ 76.309(c), 76.1602, 76.1603, and 76.1619, as such standards may be amended.
- A. Measurement of the standard in 47 C.F.R. § 76.309(c)(I)(ii) and § II(H) herein may include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative or by an automated attendant.
- B. No increase in rates or charges shall be implemented unless each Subscriber subject to the increase in rates and charges has been notified of the change at least thirty (30) days in advance of the change. In addition, the Franchisee shall provide oral or written

notification of any pending increases to rates and charges to any Person who requests Cable Service or becomes a Subscriber after any approval of increases to rates and charges but before the rate increase becomes effective.

C. The Franchisee shall employ an operator or maintain a telephone answering device twenty-four hours per day, each day of the year, to receive Subscriber complaints. During Normal Business Hours, Franchisee representatives must be available to respond to customer inquiries. After Normal Business Hours, Franchisee may use an answering service or machine so long as calls are answered the next business day. The Franchisee must hire sufficient staff so that it can adequately respond to customer inquiries, complaints, and requests for service in its office, over the phone, and at the Subscriber's residence.

D. The Franchisee shall establish maintenance service capable of promptly locating and correcting System Outages.

E. The Franchisee shall maintain a publicly-listed, toll-free telephone number that shall be available to Subscribers to request service calls, twenty-four hours per day, each day of the year. Franchisee shall have TDD/TTY (or equivalent) equipment, and a publicly listed telephone number for such equipment, that will allow hearing impaired customers to contact the Franchisee. Under Normal Operating Conditions, Cable System calls must be answered by a customer service representative or by an automated attendant, including the time a caller is put on hold, within 30 seconds after the connection is made. If the call needs to be transferred to a customer service representative, the transfer time may not exceed 30 seconds. Under Normal Operating Conditions, a Subscriber may receive a busy signal no more than three percent (3%) of the time. Although no special equipment is required to measure telephone answering and hold times, Franchisee should use its best efforts to document compliance. These requirements must be met ninety percent (90%) of the time, measured quarterly.

F. The Franchisee shall keep an emergency system maintenance and repair staff, capable of responding to and repairing System Outages or Service Interruptions, on a twenty-four (24) hour basis at all times, and under Normal Operating Conditions shall respond twenty-four (24) hours a day, seven (7) days a week.

G. Under Normal Operating Conditions, billing inquiries and requests for service, repair, and maintenance not involving Service Interruptions must be acknowledged by a trained customer service representative within twenty-four (24) hours, or prior to the end of the next business day, whichever is earlier. The Franchisee shall respond to all other inquiries within five (5) business days of receipt of the inquiry or complaint. Final resolution shall not be unreasonably delayed.

H. To the extent consistent with federal law, no charge shall be made to the Subscriber for repairs or maintenance of Franchisee-owned equipment or facilities, except for the cost of repairs to the Franchisee's equipment or facilities where it can be shown that the equipment or facility was damaged by a Subscriber.

I. If requested by a mobility-limited customer, the Franchisee shall arrange for pickup and/or replacement of converters or other Franchisee equipment at the Subscriber's address or by a satisfactory equivalent.

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

(1) Franchisee must begin work on Service Interruptions within twenty-four (24) hours, including weekends, of receiving a Subscriber's call reporting a Service Interruption or the need for repairs otherwise become known to Franchisee.

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

K. The Franchisee's service representatives will have the ability to issue service credits to address customer complaints related to missed appointments and Service Interruptions.

L. In the event of a Service Interruption of one or more channels to any Subscriber, the Franchisee shall repair the Service Interruption as soon as possible. This obligation is satisfied if the Franchisee offers the Subscriber the next available repair appointment within the 24-hour period following the Service Interruption, or at the request of the Subscriber, to a mutually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed appointment. Under Normal Operating Conditions, if the Service Interruption is not repaired at the time of the scheduled appointment, the Subscriber will receive a pro rata credit of the Subscriber's monthly Cable Service bill for each 24-hour period, or segment thereof, that the Service Interruption continues beyond the scheduled repair call.

M. The Franchisee shall provide the following materials to each Subscriber at the time Cable Service is installed, at least annually thereafter, and at any time upon request. Copies of all such materials provided to Subscribers shall also be provided to the County and posted on the Franchisee's website:

(1) a written description of products and services offered, including a schedule of rates and charges, a list of channel positions, and a description of programming services, options, and conditions;

(2) a written description of the Franchisee's installation and service maintenance policies, and any other of its policies applicable to its Subscribers;

(3) written instructions on how to use the Cable Service;

(4) a written description of the Franchisee's billing and complaint procedures, including the address and telephone number of the County office responsible for receiving Subscriber complaints;

(5) a copy of the service contract, if any;

(6) notice regarding Subscribers' privacy rights pursuant to 47 U.S.C. § 551;

(7) notice of the availability of universal remote controls and other compatible equipment (a list of which, specifying brands and models, shall be provided to any Subscriber upon request); and

N. Subscribers and the County will be notified of any changes in programming services or channel positions, and any significant changes in any other information required to be provided by this section in accordance with Applicable Law. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service

tier at no additional cost to the Subscriber. The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

O. All Franchisee promotional materials, announcements, and advertising of residential Cable Service to Subscribers and the general public, where price information is listed in any manner, shall clearly and accurately disclose price terms. In the case of pay-per-view or pay-per-event programming, all promotional materials must clearly and accurately disclose price terms and in the case of telephone orders, the Franchisee shall take appropriate steps to ensure that price terms are clearly and accurately disclosed to potential customers before the order is accepted.

P. The Franchisee shall maintain a public file containing all documents required by the FCC's Public Inspection File rules and regulations.

Q. The Franchisee shall establish a clear procedure for resolving complaints filed by Subscribers. Complaints may be made orally, in writing (including by e-mail), at the complainant's option.

R. The customer service standards set forth herein shall be in addition to the rights and remedies provided by Title 13 of the Maryland Commercial Law Article (the Maryland Consumer Protection Act), as amended. This subsection does not evidence any consent or recognition by Franchisee of the legality of any provision of Title 13 of the Maryland Commercial Law Article (the Maryland Consumer Protection Act), as amended.

S. The Franchisee shall schedule and conduct maintenance on the Cable System so that interruption of Service is minimized and occurs during periods of minimum Subscriber use of the Cable System. Under Normal Operating Conditions, the Franchisee shall provide reasonable prior notice to Subscribers and the County before interrupting Service for planned maintenance or construction, except where such interruption is expected to be two hours or less in duration or when such interruption occurs between 12:00 A.M. and 7:00 A.M. Such notice shall be provided by methods reasonably calculated to give Subscribers actual notice of the planned interruption.

T. The Subscriber's preference as to the point of entry into the residence shall be observed whenever feasible. Runs in building interiors shall be as unobtrusive as possible. The Franchisee shall use due care in the process of installation and shall restore the Subscriber's property to a condition reasonably comparable to its condition prior to installation. Such restoration shall be undertaken and completed promptly if an unsafe condition exists, or if not, as soon as possible after the work causing the damage is concluded and shall be completed within no more than thirty (30) days after the work causing the damage is concluded.

U. In locations where the Franchisee's System must be underground, drops must be placed underground as well. Except as federal law may otherwise require, in any area where the Franchisee would be entitled to install a drop above-ground, the Franchisee will provide the homeowner the option to have the drop installed underground if requested, but may charge the homeowner the difference between the actual cost of the above-ground installation and the actual cost of the underground installation.

V. The Franchisee shall use its best efforts to collect on delinquent Subscriber accounts before terminating Service. In all cases, the Franchisee shall provide the Subscriber with at least ten (10) working days' notice, with the telephone number to call to arrange payment

or to resolve disputes, prior to disconnection. Said notice may be part of the monthly billing statement.

W. Under Normal Operating Conditions, each of the following standards shall be met by Franchisee at least 95% of the time, as measured on a quarterly basis:

- (1) Prompt Service. The Standard Installations of 350 feet or less shall be performed within seven (7) business days after an order is placed. (Standard installations of 126 feet to 350 feet may require additional construction and need additional time), or at a later date requested by the Subscriber, subject to Section 3 of the Agreement.
- (2) Repairs and Maintenance. Repairs and maintenance for Service Interruptions and other repairs not requiring work within a Subscriber's premises must be responded to within 24-hours of the time the Subscriber reports the problem to the Franchisee or its representative or the interruption or need for repairs otherwise becomes known to the Franchisee. Work on all other requests for Service shall be responded to the next business day, or at a later time mutually agreeable to the Franchisee and the Subscriber. Franchisee shall exercise its best efforts to complete such work within three (3) days from the date of the initial request, except installation requests, provided that the Franchisee shall complete the work in the shortest time possible where, for reasons beyond the Franchisee's control, the work could not be completed in those time periods even with the exercise of all due diligence; the failure of the Franchisee to hire sufficient staff or to properly train its staff shall not justify the Franchisee's failure to comply with this provision.
- (3) Service Times. The Franchisee shall perform service calls, installations, and disconnects at least during Normal Business Hours. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, service calls and other activities of a maximum four (4) hours scheduled time block. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber.
- (4) Cancellation. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day preceding the appointment. If the Franchisee's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted, and the appointment rescheduled as necessary, at a time which is convenient for the Subscriber.

**EXHIBIT H**  
**Franchise Bond**  
**Bond No.**

**KNOW ALL MEN BY THESE PRESENTS:** THAT (NAME & ADDRESS) (HEREINAFTER CALLED THE PRINCIPAL), AND (NAME AND ADDRESS) (HEREINAFTER CALLED THE SURETY), A CORPORATION DULY ORGANIZED UNDER THE LAWS OF THE STATE OF (STATE), ARE HELD AND FIRMLY BOUND UNTO (NAME & ADDRESS) (HEREINAFTER CALLED THE OBLIGEE), IN THE FULL AND JUST SUM OF \_\_\_\_\_ DOLLARS (\$ ). THE PAYMENT OF WHICH SUM, WELL AND TRULY TO BE MADE, THE SAID PRINCIPAL AND SURETY BIND THEMSELVES, THEIR HEIRS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

**WHEREAS,** the Principal and Oblige (The Town of Upper Marlboro) have entered into a Franchise Agreement (date) \_\_\_\_\_ which is hereby referred to and made a part hereof, and the Franchise Agreement is subject to the "Cable Code" as defined therein.

**WHEREAS,** said Principal is required to perform certain obligations under said Agreement.

**WHEREAS,** the Oblige has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement and/or the Cable Code during the time period this bond is in effect.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

**PROVIDED HOWEVER,** that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Oblige shall deliver to Surety a written statement of the details of such default within 30 days after the Oblige shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This Bond shall be effective , 20\_\_\_\_, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Oblige not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Oblige.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Oblige recoverable under this bond.
4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.
5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.
6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.
7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

**This bond shall not bind the Surety unless it is accepted by the Oblige by signing below.**

**IN WITNESS WHEREOF,** the above bounded Principal and Surety have hereunto signed and sealed this bond effective this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Principal**

**Surety**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Attorney-In-Fact

Accepted by Oblige: \_\_\_\_\_  
(Signature & date above - Print Name, Title below)

**Exhibit I**



Date

Mayor Sarah Franklin  
 The Town of Upper Marlboro  
 14211 School Lane  
 Upper Marlboro, MD, 20772

Dear Mayor Franklin:

I am pleased to submit to you the comprehensive customer service data highlighting Comcast's performance for the Town of Upper Marlboro in Prince George's County, Maryland. As a reminder, everything that we provide to you is **proprietary and confidential company operating data**. Data provided herein is County-wide.

Please find herein and attached at:

1. Summary of the previous year's activities in development of the Cable System.
2. Summary of complaints.
3. Report of service calls.
4. Annual franchise fee statement.
5. 10-K Report.
6. List of current officers, directors, and ownership.
7. Franchisee rules and regulations, rates, fees, and charges.

**Comcast is hereby requesting that all information not readily ascertainable or publicly available by proper means by other persons from another source provided herein be treated by Prince George's County, Maryland as proprietary information in accordance with the Maryland Public Information Act and the Franchise Agreement.** This information is competitively sensitive and its disclosure would unfairly prejudice Comcast relative to its competitors, who would be reasonably likely to use such information to harm Comcast's business interests. This information is also not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein and is intended to be proprietary confidential business information, and is treated by Comcast as such.

All of us at Comcast appreciate your team's spirit of cooperation and dedication as we work together to provide quality cable service to Prince George's County. If you have any questions or concerns regarding this report, please feel free to me at (410) 497-0365.

Regards,

Andre Fountain  
 Senior Specialist, Government & Community Affairs

**1. Summary of Activities in Development of the Cable System**

Programming Changes:

| Change              | Program Name | Channel # | Completion Date |
|---------------------|--------------|-----------|-----------------|
| SD Channel Add      |              |           |                 |
| HD Channel Add      |              |           |                 |
| Transition SD to HD |              |           |                 |
| Channel Drop        |              |           |                 |

**2. Summary of Complaints**

| Number of Complaints | Topic                                    | Resolved | Unresolved |
|----------------------|--|----------|------------|
|                      | Customer Service                         |          |            |
|                      | Customer Equipment                       |          |            |
|                      | Customer Education                       |          |            |
|                      | Comcast Customer Premises Equipment      |          |            |
|                      | Billing                                  |          |            |
|                      | Video Issues                             |          |            |
|                      | Installation                             |          |            |
|                      | Cable Service Repair                     |          |            |
|                      | Promotions/Discounts/Contract Expiration |          |            |
|                      | Programming                              |          |            |
|                      | Pedestal Repair/Cable Bury               |          |            |
|                      | Add or Remove Produce or Service         |          |            |
|                      | Sales                                    |          |            |
|                      | Service Order Issues                     |          |            |
|                      | System Issues/Outage                     |          |            |
|                      | Unauthorized Changes                     |          |            |
|                      | Other                                    |          |            |
|                      | <b>Total</b>                             |          |            |

**3. Report of Service Calls**

| Service Call by Reason | Total | % of Customer Base |
|------------------------|-------|--------------------|
| Product Education      |       |                    |
| Inside Problem         |       |                    |
| Set Top Box/Remote     |       |                    |
| Customer Equipment     |       |                    |
| Not Home               |       |                    |
| No Trouble Found       |       |                    |
| Outside Plant          |       |                    |
| Inside Wiring          |       |                    |
| Other                  |       |                    |

**Exhibit J  
Prince George's County Report**

**Q\_ 202\_**

| Call Center:*                           | Q3 202 | July | Aug  | Sep  |
|---|--------|------|------|------|
| Total Calls                             | ####   | #### | #### | #### |
| Percent Calls Answered in 30 Seconds    | ####   | #### | #### | #### |
| Percent Calls Transferred in 30 Seconds | ####   | #### | #### | #### |
| Average Answer Time                     | ####   | #### | #### | #### |
| Average Hold Time                       | ####   | #### | #### | #### |

| Calls By Type:* | July | Aug  | Sep  |
|-----------------|------|------|------|
| Billing         | #### | #### | #### |
| Repair          | #### | #### | #### |
| Retention       | #### | #### | #### |
| Sales           | #### | #### | #### |

| Outages:*                           | July | Aug  | Sep  |
|-------------------------------------|------|------|------|
| Outages**                           | #### | #### | #### |
| Total System Outages                | #### | #### | #### |
| System Outages repaired in 24 hours | #### | #### | #### |

A list of Outages\*\* for the quarter is attached.  
\*\*Outages include those outages of at least 30 minutes affecting more than 100 Subscribers.

| Installations:*        | July | Aug  | Sep  |
|------------------------|------|------|------|
| Total Installs         | #### | #### | #### |
| Installs Within 7 Days | #### | #### | #### |

% Installed in 7 days refers to the percent of installations of new services completed within seven calendar days of the request or at a time later at the request of the subscriber.

|                            |      |
|----------------------------|------|
| Homes Passed:*             | #### |
| Cable Service Subscribers: | #### |
| Basic Only Subscribers     | #### |

\*Data is County-wide.

Outages Q\_ 202\_ 1

| Actual Start   | Actual End     | Mins | TTRStart       | TTRStop        | Subs | Cause Descr                |
|----------------|----------------|------|----------------|----------------|------|----------------------------|
| 1/1/1111 11:11 | 1/1/1111 11:14 | ###  | 1/1/1111 11:12 | 1/1/1111 11:14 | #### | Equipment Adjustment       |
| 1/1/1111 11:11 | 1/1/1111 11:14 | ###  | 1/1/1111 11:12 | 1/1/1111 11:14 | #### | Residential Power          |
| 1/1/1111 11:11 | 1/1/1111 11:14 | ###  | 1/1/1111 11:12 | 1/1/1111 11:14 | #### | Failed/Degraded Fiber      |
| 1/1/1111 11:11 | 1/1/1111 11:14 | ###  | 1/1/1111 11:12 | 1/1/1111 11:14 | #### | Fiber/Coaxial/Plant Damage |
| 1/1/1111 11:11 | 1/1/1111 11:14 | ###  | 1/1/1111 11:12 | 1/1/1111 11:14 | #### | Fiber/Coaxial/Plant Damage |
| 1/1/1111 11:11 | 1/1/1111 11:14 | ###  | 1/1/1111 11:12 | 1/1/1111 11:14 | #### | Equipment Adjustment       |
| 1/1/1111 11:11 | 1/1/1111 11:14 | ###  | 1/1/1111 11:12 | 1/1/1111 11:14 | #### | HFC Plant Damage           |
| 1/1/1111 11:11 | 1/1/1111 11:14 | ###  | 1/1/1111 11:12 | 1/1/1111 11:14 | #### | Unplanned Outage           |

**4. Annual Franchise Fee Statement**

See attached quarterly franchise fee statements.

**5. 10-K Report**

Comcast's 10-K report can be found at <https://www.emcsa.com/sec-filings/sec-filing/10-k/0001166691-21-000008>.

**6. List of Current Officers, Directors, and Ownership**

Information can be found in Comcast's 10-K report located at <https://www.emcsa.com/sec-filings/sec-filing/10-k/0001166691-21-000008>.

**7. Franchise Rules and Regulations, Rates, Fees, and Charges**

A copy of Comcast's Subscriber agreements related to the provision of Cable Services can be found at <https://www.xfinity.com/policies?pe=1>.

See attached Rate Card for rates, fees, and charges.