CABLE FRANCHISE AGREEMENT

BETWEEN

MAIDENCREEK TOWNSHIP

AND

COMCAST OF COLORADO/FLORIDA/MICHIGAN/NEW MEXICO/PENNSYLVANIA/WASHINGTON, LLC

&

COMCAST OF NEW MEXICO/PENNSYLVANIA, LLC

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EXHIBIT A 31
(DESIGNATED LOCATIONS FOR COURTESY BASIC CABLE SERVICE)

CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the _____ day of _____, 2016 (hereinafter referred to as the "Effective Date") by and between MAIDENCREEK TOWNSHIP, a municipality located in Berks County, Pennsylvania (hereinafter referred to as the "Township") and COMCAST OF COLORADO/FLORIDA/MICHIGAN/NEW MEXICO/PENNSYLVANIA/WASHINGTON, LLC and COMCAST OF NEW MEXICO/PENNSYLVANIA, LLC (hereinafter, collectively, referred to as "Franchisee").

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Township is authorized to grant franchises to construct, operate and maintain a Cable System utilizing public rights-of-way and properties within the Township's jurisdiction;

WHEREAS, Franchisee has requested a franchise to maintain, construct, operate, and upgrade its Cable System over, under and along the aforesaid rights-of-ways for use by the Township's residents;

WHEREAS, the aforesaid rights-of-way used by Franchisee are public properties acquired and maintained by the Township, at public expense, and the right to use said rights-of-way is a valuable property right;

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way and make available a technologically advanced Cable System, and require high standards of customer service; obtain complimentary Cable Service for its public buildings, receive Franchise Fees for Franchisee's use of the Township's rights-of-ways as provided by federal law, establish certain reporting requirements and provide for the current and future cable-related needs of its residents;

WHEREAS, the Township has determined that Franchisee has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township;

WHEREAS, the Township has determined that the public interest would be served by granting Franchisee a franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Franchisee agree as follows:

SECTION 1

GRANT OF FRANCHISE

1.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Franchisee, authorizing and permitting Franchisee to construct, operate, extend, and maintain a Cable System in the Township's public rights-of-way.

Subject to the terms and conditions contained herein, the Township hereby grants to Franchisee the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places and rights-of-way under the jurisdiction of the Township, including property over which the Township has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Service as permitted by applicable law.

1.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on _____, unless the franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

1.3 NON-EXCLUSIVITY

This franchise granted to Franchisee shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant another franchise to construct, operate or maintain a Cable System.

1.4 POLICE POWERS

Franchisee's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

1.5 NO WAIVER OF RIGHTS

No course of dealing between the Township and Franchisee, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the

Township or acquiescence in the actions of Franchisee in contravention of such rights, except to the extent expressly waived by the Township.

No course of dealing between the Franchisee and the Township, nor any delay on the part of the Franchisee in exercising any rights hereunder, shall operate as a waiver of any such rights of the Franchisee or acquiescence in the actions of the Township in contravention of such rights, except to the extend expressly waived by the Franchisee.

1.6 COMPETITIVE EQUITY

(a) Franchisee acknowledges and agrees that the Township reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Township.

(b) The franchise granted to Franchisee is non-exclusive; however, if the Township grants a subsequent Franchise that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Franchisee, then Franchisee may request an amendment to this Agreement to provide Franchisee with competitive equity. If the Township agrees with Franchisee that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Franchisee shall enter into discussions in order to modify this Agreement to the mutual satisfaction of both parties to provide Franchisee with such competitive equity.

SECTION 2

COMPENSATION TO THE TOWNSHIP

2.1 FRANCHISE FEES

Franchisee shall pay to the township an amount equal to five percent (5%) of the gross revenues derived from the operation of its cable system in the Township. The term "Gross Revenues" is defined in Section 14 "Definitions" below. Franchisee shall not deduct or otherwise credit against the franchise fee any tax, fee or assessment of general applicability. The Township may amend the franchise fee upon sixty (60) days written notice to Franchisee provided that the franchise fee may not exceed five percent (5%). In the event that federal law is amended to authorize a franchise fee higher than five percent (5%), the franchise fee shall automatically adjust to the highest rate allowable by law with such adjusted fee payable by Franchisee upon the effective date of such amendment. The Franchisee reserves the right to treat the revised franchise fee as a pass through.

2.2 QUARTERLY PAYMENTS

Franchise fee payments to the Township under this provision shall be computed at the end of each calendar quarter and shall be due and payable within forty-five (45) days after the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter.

Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter) of each year. In the event that any franchise fee payment is not made on or before the applicable date, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of franchise fee revenue due to the Township. The interest rate shall be applied as described from the date such franchise fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Franchisee shall deposit the franchise fee payments electronically into an account as designated by the Township.

2.3 QUARTERLY REPORTS

Within ten (10) days of each franchise fee payment Franchisee shall provide a written report containing an accurate statement of Franchisee's Gross Revenues received for Cable Services for the quarter in connection with the operation of Franchisee's Cable System and a brief statement showing the basis for computation of fees. The statement shall contain line items for all sources of revenue received and the amount of revenue received from each source. The report shall be verified by an authorized representative of Franchisee.

2.4 AUDITS

Not more than once every three years, upon a minimum of thirty (30) days prior written notice, the Township shall have the right to conduct an independent audit of Franchisee's records reasonably related to the sources, amounts and computation of gross revenues in accordance with Generally Accepted Accounting Principles. Any such Franchise Fee review shall occur within thirty-six (36) months from the date the Township receives such payment, after which period any such payment shall be considered final. Such records shall be kept or made available to the Township at the notice location for Franchisee specified in Section 13.3 below. Provided the documents requested are not unduly burdensome, any reproduction of such records for purposes of inspection shall be performed at Franchisee's expense.

Upon the completion of any such audit by the Township, the Township shall provide to the Franchisee a final report setting forth the Township's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the Township with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Final Settlement Amount." For purposes of this Section, the term "Final Settlement Amount(s)" shall mean the agreed upon underpayment, if any, to the Township by the Franchisee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amounted determined by a court of law.

Any "Final Settlement Amount(s)" due to the Township as a result of such audit shall be paid to the Township by the Franchisee within thirty (30) days from the date the parties agree upon the "Final Settlement Amount." Once the parties agree upon a Final Settlement Amount and such amount is paid by the Franchisee, the Township shall have no further rights to audit or challenge the payment for that period. The Township shall bear the expense of its audit of the Franchisee's books and records. If the audit shows that franchise fees have been underpaid then Franchisee shall pay the underpaid amount and monetary fines of five percent (5%) of the underpayment. If franchise fees have been underpaid by five percent (5%) or more, then Franchisee shall also pay the reasonable cost of the audit in an amount not to exceed three thousand dollars ($3,000). At the time of the annual payment of the franchise fee, the Franchisee shall furnish the Township with such information as the Township shall reasonably require with respect to the Franchisee's services within the Township for such period.

SECTION 3

SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Franchisee shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Township where Franchisee's Cable System exists and the density requirements of Section 3.2 are met. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the law, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Township.

(b) Stand-by power at the headend(s) shall be provided for a minimum of eight (8) hours in the event of an outage. The power supplies serving the nodes and distribution shall be capable of providing power for not less than six (6) hours in the event of an electrical outage. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Subject to the other conditions contained in this Section, Franchisee shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Franchisee is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a) (2) of the Cable Act. Franchisee shall extend the Cable System into all areas within the Township in which Franchisee's Cable System exists, where there is a minimum of fifty (50) dwelling units per mile of cable, calculated from the end of the main distribution line. Notwithstanding the above density requirements, Franchisee shall not be obligated to provide Cable Service in the Franchise Area where such Service is being provided by another cable operator.

Franchisee shall complete said extensions within three (3) months of written notification to Franchisee by the Township and verification by Franchisee that an area has met the minimum density standard set forth herein. Franchisee's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five feet (125 ft.) aerial distance of the cable plant shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five feet (125 ft.) aerial distance or that requires an underground installation, Franchisee shall extend Cable Service at a rate not to exceed Franchisee's actual cost of installation from its main distribution system.

(c) All installations of wires and/or equipment by Franchisee shall be underground where required by the Township provided, however, that such underground locations are capable of accommodating Franchisee's facilities without technical degradation of the Cable system's signal quality. In requiring such underground installations, the Township shall treat Franchisee the same as other similarly situated entities. Franchisee shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals. In the event that the Franchisee is required to place existing aerial plant underground, the Franchisee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

3.3 PERMITS

Franchisee shall apply to the Township for all generally applicable required permits and shall not undertake any activities that disturb the surface of any street, curb, sidewalk or other public improvement in the public rights-of-way subject to a permit without receipt of such permit, issuance of which shall not be unreasonably withheld by the Township. Franchisee shall be required to pay fees for any permit which requires extensive underground or road opening work. Franchisee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System.

3.4 REPAIRS AND RESTORATION

(a) Whenever Franchisee or any agent, including any subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Franchisee to comply within the time specified and the Township having notified Franchisee in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Franchisee upon written demand by the Township.

(b) Whenever Franchisee or any agent, including any subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township, except as may be approved by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Franchisee shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Franchisee's operating, construction, repair and maintenance personnel, including all agents and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Franchisee's operating, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel may be corrected before they become a hazard. Franchisee shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Whenever Franchisee or any agent, including any subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Franchisee shall adhere to any additional requirements which the Commonwealth may establish in the future and to all requirements of the Pennsylvania Underground Utility Line Protection Act.

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

3.5 SYSTEM MONITORING

Franchisee shall conduct signal monitoring and system performance tests in accordance with the applicable regulations of the FCC. Such capability shall enable Franchisee to monitor the signal quality of all channels delivered on the Cable System.

3.6 SERVICE AREA MAPS

Upon written request, Franchisee shall provide to the Township for its exclusive use and shall maintain at its local offices a complete set of Franchisee service area maps of the Township, on which will be shown those areas in which its facilities exist, and the location of all streets. Such maps shall be updated and made available to the Township for inspection upon reasonable advanced written notice.

3.7 BUILDING MOVES

In accordance with applicable laws, Franchisee shall, upon the request of any person holding a building moving permit issued by the Township, temporarily raise or lower its wires to permit the moving of the building. Franchisee shall be given at least thirty (30) days advance notice to arrange for such temporary wire changes. If the building to be moved is owned or operated by the Township, Franchisee shall raise or lower its wires at no cost to the Township.

3.8 DISCONNECTION AND RELOCATION

Franchisee shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure.

In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Franchisee the same as, and require no more of Franchisee than, any similarly situated entity.

3.9 EMERGENCY REMOVAL OF EQUIPMENT

If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Franchisee notice and the ability to relocate wires, cable or other equipment prior to any action by the Township with respect to such wires, cable, or equipment. In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Franchisee the same as, and require no more of Franchisee than, any other similarly situated entity.

3.10 TREE TRIMMING

Franchisee, or its agents, including subcontractors, shall have the authority to trim trees upon and overhanging public streets, alleys, sidewalks and the public rights-of-way so as to prevent the branches of such trees from coming in contact with the wires, cables or other equipment of Franchisee in accordance with applicable laws and regulations. All such trimming shall be done at the Franchisee's sole cost and expense. The Franchisee shall be responsible for any damage caused by such trimming. If Franchisee or its agents, including subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and maintenance of its plant and/or equipment, it shall apply to the Board of Supervisors for permission and, if permission is granted, shall perform such cutting and removal in accordance with the laws of the Commonwealth of Pennsylvania and regulations of the Township, as applicable.

SECTION 4

SYSTEM SPECIFICATIONS

4.1 SYSTEM SPECIFICATIONS

Franchisee shall continue to operate and maintain a Cable System in the Township. Franchisee and the Township acknowledge that the technology of Cable Systems is an evolving field. Franchisee shall maintain a Cable System in the Township that has been built for digital television standards with the capability of no fewer than one hundred fifty (150) video channels, two-way Cable Services, and high definition video signals.

SECTION 5

CUSTOMER SERVICE STANDARDS

5.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Franchisee service centers shall be conveniently located and shall be open during Normal Business Hours.

(b) Franchisee shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall be available to respond to customer telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(c) Under Normal Operating Conditions, telephone answering time by a customer representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions measured on a quarterly basis.

(d) Under Normal Operating Conditions, the customer shall receive a busy signal less than three (3%) percent of the time.

(e) Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of complaints indicates a clear failure to comply. If the Township determines, after receiving complaints itself and/or receiving a record of complaints made to Franchisee in accordance with Section 9 below, that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Franchisee that it must measure its compliance with these requirements for the next ninety (90) days and report to the Township with its results.

5.2 INSTALLATIONS AND SERVICE CALLS

(a) Franchisee shall maintain a competent staff of trained employees sufficient to provide adequate and prompt service to its Subscribers. Any Franchisee employee or agent, including any subcontractor, who personally visits any residential dwelling shall be required to display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Franchisee employee or agent, including any subcontractor, shall be required to prominently display the Franchisee's name and/or logo.

(b) Under Normal Operating Conditions, Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing distribution system.

(c) Excluding conditions beyond its control, Franchisee shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Franchisee. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Franchisee or scheduled at the convenience of the customer and shall be diligently pursued to completion.

(d) Upon scheduling of appointments with the customer for installations, service calls and other activities, Franchisee shall provide the customer with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Franchisee may schedule service calls and installation activities outside of Normal Business Hours for the express convenience of the customer.

(e) Franchisee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the customer must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the customer.

(f) Franchisee shall exercise reasonable due diligence with regard to each of its prospective employees and shall place a similar contractual requirement upon any independent contractors who will be in contact with the public prior to his or her engagement.

5.3 NOTICES

(a) Franchisee shall provide written notice to each Subscriber upon initial subscription, at intervals not more than one (1) year thereafter to each Subscriber and the Township, and at any time upon request, regarding each of the following areas:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;
(3) Channel positions of programming carried on the Cable System;
(4) Installation and service maintenance policies;
(5) Instructions on how to use the Cable Service;
(6) Billing and customer complaint procedures;
(7) Franchisee's address, telephone number and office hours; and
(8) A notice of Subscriber privacy rights as required by federal law.

(b) Franchisee shall notify Subscribers and the Township in writing of any changes in rates, substantial changes in programming services or channel positions a minimum of thirty (30) days in advance of such changes. Franchisee shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Franchisee and the Subscriber.

5.4 BILLING

Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Service Tier, Cable Programming Services Tier and Premium tier service charges, if applicable, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances. Franchisee shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Franchisee.

5.5 CUSTOMER COMPLAINT PROCEDURES

Franchisee shall establish clear written procedures for resolving all customer complaints, which shall include at least the following:

(a) Franchisee shall provide the customer with a written response to a written complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the complaint, its conclusions based on the inquiry, and its decision in response to the complaint.

(b) If the Township is contacted directly about a customer complaint, it shall notify Franchisee in writing. When Franchisee receives such notification, the time period for Franchisee to respond as required above shall commence.

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Franchisee has the option of withholding the disputed amount, without a late fee, until Franchisee has investigated the dispute in good faith and has made a determination that the amount is owed provided that

(1) The Subscriber provides a written complaint to Franchisee in a timely fashion and includes identifying information;
(2) The Subscriber pays all undisputed charges; and
(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(d) Franchisee shall maintain customer complaint records, which shall contain the date each complaint is received, the name and address of the affected Subscriber, a description of the complaint, the date of resolution of the complaint, and a description of the resolution. Said records may be maintained electronically.

5.6 DISCONNECTION

Franchisee may disconnect or terminate a Subscriber's service for cause:

(a) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay;

(b) If Franchisee has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Franchisee regarding the bill; or

(d) If at any time and without notice, Franchisee determines in good faith that Subscriber has tampered with or abused Franchisee's equipment, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

5.7 CREDIT FOR SERVICE OUTAGE

Under Normal Operating conditions, in the event that there is a Service Interruption to any Subscriber for twenty-four (24) or more consecutive hours, except for those covered by Force Majeure, it shall grant such Subscriber, upon such Subscriber's written or oral request, a pro rata credit or rebate, on a daily basis, of that portion of the Service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

5.8 PRIVACY

(a) Franchisee shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

(b) Franchisee shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Pursuant to Section 631(e) of the Cable Act, the Franchisee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes and the Franchisee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.
(d) In accordance with applicable federal law, Franchisee shall not use the cable system to collect personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned. Franchisee may use the Cable System to collect such information in order to (A) obtain information necessary to render a Cable Service or other service provided by the Franchisee to the Subscriber or (B) detect unauthorized reception of Cable Service.

(d) Upon a request by a Subscriber, Franchisee shall make available for inspection at a reasonable time and place all personal Subscriber information that Franchisee maintains regarding said Subscriber. Franchisee shall ensure that all information related to billing and service requests is accurate and up to date and shall provide Subscribers with a reasonable opportunity to correct any errors upon discovery.

SECTION 6

SERVICES TO THE COMMUNITY

6.1 SERVICES TO COMMUNITY FACILITIES

Franchisee shall, at no charge to the Township, provide one (1) drop, outlet and Expanded Basic Cable Service to all present and future Public Buildings including, but not limited to, the Township Building, police stations, fire companies, public works buildings, water and sewer authorities, municipally owned and operated community facilities, and all public elementary and secondary school buildings and libraries located within Franchisee's Service Area in the Township. No charge shall be made for installation or Service, except Franchisee may charge for installation or Service for more than one (1) drop in each building.

(a) Within three (3) months of the Effective Date and upon written request, one (1) cable drop, outlet and Basic and Expanded Basic Services (or equivalent) package to each building shall be provided, if not already in place. No charge shall be made for standard installation or service, except that Franchisee may charge for installation beyond two hundred (200) feet from the cable plant and for Service for more than one drop in each building.

6.2 EG CHANNEL

(a) Franchisee shall provide to the Township, within one hundred eighty (180) days of a written request and as set forth herein, the use of one (1) dedicated Educational and Governmental ("EG") Access Channel in accordance with Section 611 of the Cable Act. Such EG Channel shall be used for community programming related to educational and/or governmental activities. Such programming shall be non-commercial. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel, and may delegate such functions, or a portion of such functions, to an appropriate designee. Franchisee shall not exercise editorial control over any EG Channel programming, except Franchisee may refuse to transmit any program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. Franchisee shall cablecast the activated EG Channel so that it may be received by all Subscribers in the Township.

(b) To enable the Township to utilize the EG Channel, the Township shall select one (1) location within the Township boundaries and Franchisee shall provide and install, within one hundred eighty (180) days of a written request by the Township, the cables, wires, lines, and other signal distribution equipment between the video origination location and the Franchisee headend such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the Township. These cables and equipment shall be collectively known as the "Return Line."

(c) Any expenditure made in connection with the construction of the Return Line shall be at the expense of the Township. The Township and Franchisee further agree that any and all costs incurred by Franchisee for supporting such EG Channel, including any and all maintenance, equipment and grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Franchisee reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(d) Franchisee shall be responsible for maintaining the Return Line to the video origination point of the EG Channel so long as the Township provides Franchisee with access to such location and access to the EG Channel equipment within such location. Franchisee shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Franchisee shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(e) The Township or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel.

(f) In the event the Township or its designee does not program any EG Channel, Franchisee may request the use of this channel subject to written approval by the Township. If the Township approves Franchisee's use of an EG Channel and, subsequent to such approval, the Township requests the utilization of the EG Channel being programmed by Franchisee, Franchisee shall relinquish such use no later than sixty (60) days after receipt of written notification from the Township that it requires such channel for educational and/or governmental use.

SECTION 7

REGULATION BY TOWNSHIP

7.1 RIGHT TO INSPECT

The Township shall have the option, upon twenty (20) business days written notice and during Normal Business Hours, to inspect at the notice location for Franchisee specified in Section 13.3 below all documents, records and other pertinent information maintained by Franchisee which relate to the terms of this Agreement and applicable law in order to verify compliance with the terms and conditions of this Franchise.
In addition, Franchisee shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. §76.305 in the manner specified therein.

7.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than once every thirty-six (36) months during the term of this Agreement, the Township or its representatives may conduct a full compliance review, including possible public hearings, with respect to whether Franchisee has complied with the material terms of this Agreement so long as it provides Franchisee with thirty (30) days written notice in advance of the commencement of any such reviews or public hearings. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is/are under review, so that Franchisee may organize the necessary records and documents for appropriate review by the Township. Within thirty (30) days of a written request, Franchisee shall provide the Township with copies of records and documents reasonably related to the cable compliance review. The period of any such review shall be for not more than the thirty-six (36) months immediately previous to the notice. The Township shall promptly inform Franchisee in accordance with Section 9.1 of any non-compliance issues that result from the compliance review.

7.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act, any amendments thereto, and any other relevant federal or state laws or regulations.

SECTION 8

REPORTING REQUIREMENTS

8.1 GOVERNMENT REPORTS

Franchisee shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Franchisee has submitted to any federal, state or local regulatory agencies, courts or other governmental bodies if such documents relate to Franchisee's Cable System and the provision of Cable Services within the Township. Franchisee shall provide copies of such documents no later than thirty (30) days after their request if Franchisee marks any such documents as confidential and provides the Township with an explanation of its confidentiality, the Township shall treat such documents as confidential so long as it is permitted to do so under applicable law.

8.2 SYSTEM PERFORMANCE TEST REPORTS

Upon written request, Franchisee shall submit to the Township its most recent System performance test reports of its Cable System in the Township as required by the FCC and Section 3.5 of this Agreement. These reports shall detail the results of the Franchisee's system performance tests.

SECTION 9

FRANCHISE VIOLATIONS AND REVOCATION

9.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township has reason to believe that Franchisee has violated any provision of this Agreement, it shall notify Franchisee in writing of the nature of such violation and the Section(s) of this Agreement that it believes has/have been violated along with the pertinent details relating thereto.

(b) Franchisee shall have thirty (60) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (60) days, the period of time in which Franchisee must cure the violation may be extended by the Township in writing for such additional time necessary to complete the cure, provided that Franchisee shall have promptly commenced to cure and is taking reasonable steps to cure in the reasonable judgment of the Township.

9.2 REVOCATION

(a) In addition to any other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this franchise if:

(1) It is demonstrated that Franchisee practiced any fraud or deceit upon the Township in its operation of its Cable System or any other activities pursuant to this Agreement;
(2) Subject to the limitations contained in Section 12.1, Franchisee transfers, assigns or changes the control of this franchise, the Cable System or any significant portion thereof, or more than fifty (50%) of the equitable ownership of the Cable System without the consent of the Township;
(3) Franchisee repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1 of this Agreement;
(4) Franchisee repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement.
(6) Franchisee fails to remit franchise fees or other required payments within 15 days of their due date.

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Franchisee or occurs as a result of circumstances beyond its control or by reason of Force Majeure. Franchisee shall not be excused from the performance of any of its obligations under this franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Township Board of Supervisors after notice and opportunity to cure in accordance with Section 9.1 and an appropriate public hearing that shall afford Franchisee due process and full opportunity to be heard, introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Franchisee at least thirty (30) days prior written notice of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township Board of Supervisors, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Franchisee of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (21) days in a written decision which shall be sent via certified or overnight mail to Franchisee. Franchisee may appeal such determination to a court of appropriate subject matter jurisdiction.

SECTION 10

PROGRAMMING

10.1 CHANNEL CAPACITY

Franchisee shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state regulations.

10.2 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Franchisee provided their financial and other obligations to Franchisee are honored. Subject to the Force Majeure provisions in Section 13 of this Agreement, Franchisee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Franchisee shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Franchisee shall notify Subscribers in advance of such service interruption.

10.3 PARENTAL CONTROL CAPABILITY

Upon request, Franchisee shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System providing sexually explicit adult programming in accordance with the Cable Act.

SECTION 11

LIABILITY AND INDEMNIFICATION

11.1 INDEMNIFICATION

Franchisee shall indemnify, defend, save and hold harmless the Township, its officers, agents and employees, from any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to or connected with any act or omission of Franchisee, its officers, agents or employees, including contractors and subcontractors, arising out of or in any way connected to, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Township shall give Franchisee timely written notice of its obligation to indemnify and defend the Township. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, and reasonable attorneys' fees, and other costs reasonably related to such indemnification.. Franchisee shall not indemnify the Township for any claims resulting solely from acts of willful misconduct on the part of the Township.

11.2 INSURANCE

(a) Franchisee shall maintain insurance throughout the term of this Agreement with the Township as an additional insured, with an insurance company which is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than "A-minus VII", indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by Franchisee or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000) as to any one (1) occurrence.
(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars ($1,000,000).
(3) The amount of such insurance for excess liability shall be Three Million Dollars ($3,000,000) in umbrella form.
(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars ($1,000,000).

(b) All insurance coverage shall be maintained throughout the period of this Agreement. All insurance policies shall contain a provision that the Township will receive thirty (30) days written notice prior to any changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to the Township.

(c) A Certificate of Insurance evidencing the insurance coverage required herein shall be provided by Franchisee to the Township within thirty (30) days of the Effective Date of this Agreement.

11.3 PERFORMANCE BOND

Franchisee shall obtain and maintain, at its sole cost and expense, and file with the Township, a performance bond with a surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of ten thousand dollars ($10,000) to secure Franchisee's performance of its obligations. Franchisee shall provide this bond within thirty (30) days of the Effective Date of this Franchise.

SECTION 12

FRANCHISE TRANSFER AND RENEWAL

12.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Franchisee nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.
(b) Neither Franchisee nor its parent nor any Affiliated Entity shall transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(c) Neither Franchisee nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than fifty (50%) of its equitable ownership in the Cable System without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Franchisee in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Franchisee.

(e) Franchisee shall make written application to the Township of any transfer, change in control or assignment as described in Subsections (a) through (c) above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Township for any transfer or assignment of this Agreement described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

12.2 RENEWAL

The Township and Franchisee agree that any proceedings or activities that relate to the renewal of Franchisee's franchise shall be governed by Section 626 of the Cable Act, as amended, and applicable federal and state law.

SECTION 13

MISCELLANEOUS

13.1 FORCE MAJEURE

If for any reason of force majeure, Franchisee is unable in whole or in part to carry out its obligations hereunder, Franchisee shall not be deemed in violation of this Agreement during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, including acts of terrorism, orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military, authority, insurrections, riots, labor strikes, epidemics, landslides, lightning, earthquakes, fires, hurricanes, volcanic activity, storms, floods, washouts, droughts, explosions, unavailability of materials or equipment, and partial or entire failure of utilities.

13.2 REMOVAL OF SYSTEM

(a) Subject to the requirements of applicable federal and/or state law, upon lawful revocation of this Agreement, Franchisee shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are

installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Franchisee's cost.

(b) Subject to the requirements of applicable federal and/or state law, if during the term of the Agreement, if Franchisee decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to such decision, which notice shall describe the property and its location. The Township shall have the right to either require Franchisee to remove the property and charge Franchisee with the costs related thereto.

(c) Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

13.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be sent to:

Township Manager
MAIDENCREEK TOWNSHIP
1 Quarry Road – P.O. Box 319
Blandon, PA 19510

With a copy to: Township Solicitor

Eugene Orlando, Jr., Esquire
ORLANDO LAW OFFICES, P.C.
2901 St. Lawrence Ave. – Suite 202
Reading, PA 19606

Every notice to be served upon or made to the Franchisee shall be sent to:

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC
Comcast of New Mexico/Pennsylvania, LLC
400 Riverfront Drive
Reading, PA 19602
Attn: Government Affairs Department

With a copy to:

Comcast Cable

One Comcast Center
1701 JFK Blvd
Philadelphia, PA 19103-2838
Attn: Government Affairs Department

With a copy to:

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

Each delivery to Franchisee or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

13.4 EQUAL EMPLOYMENT OPPORTUNITY

Franchisee is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

13.5 CAPTIONS

The captions for 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.

13.6 GOVERNING LAW

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Berks, or in the United States District Court for the Eastern District of Pennsylvania.

13.7 ENTIRE AGREEMENT

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

13.8 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of

this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

13.9 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Franchisee may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Franchisee may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Franchisee.

13.10 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

13.11 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Franchisee, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. 2016-__ dated _____, 2016 of the Township.

SECTION 14

DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns, controls, is owned or controlled by, or is under common ownership or control with Franchisee, but does not include affiliates that are not involved with the use, management, operation, construction, repair and/or maintenance of the Cable System.

(b) Basic Service - That service tier which shall include at least the retransmission of local broadcast television signals consistent with federal law.

(c) Broadcast - Over-the-air transmission by a television or radio station.

(d) Cable Service or Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the

Township, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 521 of the Cable Communications Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Complaint - Any written communication by a Subscriber expressing dissatisfaction with Franchisee's operation of its Cable System that is within Franchisee's control.

(g) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(h) FCC - Federal Communications Commission.

(i) Gross Revenues - All revenue received by Franchisee or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Franchisee's Cable System in the Township to provide Cable Services. Gross Revenues shall include, but are not limited to, the following:

(1) Basic Service fees;
(2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
(3) fees charged for premium Cable Services;
(4) fees charged to Subscribers for any optional, per-channel or per program Cable Services;
(5) revenue from the provision of any other Cable Services;
(6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service;
(7) fees for downgrading any level of Cable Service programming;
(8) fees for service calls on Cable Services;
(9) fees for Leased Access Channels;
(10) charges based on the sale or lease of any portion of the Cable System for Cable Service;
(11) rental or sales of any and all Cable Service equipment, including converters and remote control devices;
(12) any and all locally derived advertising revenues on a pro rata basis;
(13) fees charged for use of any Cable Service equipment, including cable transmission wires, by any other entity;
(14) revenues or commissions from locally derived home shopping channels on a pro rata basis;
(15) revenue from interactive Cable Services;
(16) fees for any and all Cable music services where such services are available to Subscribers as an optional service and/or on a subscription basis;
(17) fees for video-on-demand;

(18) late payment fees on Cable Services;

Gross Revenues shall not include bad debts; program launch fees, interest income; refundable deposits; or any taxes on services furnished by Franchisee and imposed directly upon any Subscriber or user by the Township, state, federal or other governmental unit. In the event of any dispute over the classification of revenue, the Township and franchisee agree that reference should be made to generally accepted accounting principles ("GAAP").

(j) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(k) Normal Operating Conditions - Business conditions within Franchisee's service department which are within the control of Franchisee. Those conditions that are not within the control of Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

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

(m) Programming - Any video programming signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(n) Public Buildings – Those buildings owned or leased by the Township for municipal government administrative purposes as well as those referenced in Section 6.1 of this Agreement, and shall not include buildings owned by the Township but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(o) Service Interruption - The loss of picture or sound on one (1) or more channels.

(p) Subscriber or Customer - A person or entity who contracts with Franchisee for, and/or lawfully receives Cable Services distributed by the Cable System.

Signatures on Following Page

Witness our hands and officials seals this ____ day of _____, 2016.

BOARD OF SUPERVISORS OF
MAIDENCREEK TOWNSHIP

_____
Joseph E. Rudderow, III, Chairman

_____
Claude Beaver, Supervisor

_____
Diane Hollenbach, Township Manager

_____
David Franke, Supervisor

ATTEST:

FRANCHISEE:

_____

By: _____

Print:_____

Title: Senior Vice President -- Keystone Region

EXHIBIT A

LIST OF DESIGNATED LOCATIONS FOR COURTESY BASIC CABLE SERVICE

Address, City, State