

**FRANCHISE AGREEMENT BETWEEN EAST FALLOWFIELD TOWNSHIP
AND COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is hereby executed this 26 day of July A.D., 2011 (the “Effective Date”) between the TOWNSHIP OF EAST FALLOWFIELD (hereinafter “Township” or “Franchise Authority”) and Comcast of Southeast Pennsylvania, LLC. (hereinafter, “Franchisee”).

WHEREAS, the purpose of this Franchise Agreement is to ensure quality Cable Service in compliance with FCC standards and requirements;

WHEREAS, the Township is authorized to grant one or more non-exclusive, revocable, franchises to construct, operate, and maintain within the Franchise Area a system for providing Cable Service, as defined herein;

WHEREAS this Agreement incorporates the terms and conditions of Ordinance No. 2011-__, ordained and enacted at a duly convened and official public hearing of the Board of Supervisors of East Fallowfield Township; and

WHEREAS, the Township finds that the financial, legal, and technical ability of the Franchisee is reasonably sufficient to provide the services, facilities, and equipment necessary to met the future cable-related needs of the community, and the Township desires to enter into this Franchise Agreement with the Franchisee for the construction, operation, and maintenance of a cable system in the Township.

NOW, THEREFORE, intending to be legally bound hereby, the Township and Franchisee agree as follows:

1. DEFINITIONS.

All definitions set forth in the Cable System and Service Ordinance pertain to this Franchise Agreement and shall be relevant to its purposes and meanings. Words used in the present tense include the future, words in the singular number include the plural number, and words in the masculine include the feminine. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined. The words “shall” and “will” are mandatory and “may” is permissive. Capitalized terms, phrases, abbreviations, and words not defined in the Ordinance or ascribed meanings under the U.S. Cable Communications Policy Act of 1984, as amended (“Cable Act”), shall be given their common and ordinary meaning.

2. GRANT OF AUTHORITY

The Township hereby grants to the Franchisee under the Cable Act [47 U.S.C. §§521-561], as amended, a non-exclusive Franchise which authorizes the Franchisee to construct, operate and maintain a cable system in, along, among, upon, across, above, over, under, or in any

manner connected with Public Rights-of-Way within the Township, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any public right of way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the cable system. Nothing in this Agreement shall be construed to prohibit the Franchisee from offering any service over its Cable System that is not prohibited by federal, state, or local law.

3. TERM OF FRANCHISE

The term length of the Franchise granted hereunder shall be for a period of ten (10) years, commencing upon the Effective Date listed herein above, and expiring on July 26, 2021 unless the franchise is renewed, extended, or terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

4. EDUCATIONAL/GOVERNMENT ACCESS CHANNEL

Access capacity for one (1) channel shall be reserved for non-commercial programming related to educational and/or governmental activities. Its purpose is to contribute to an informed citizenry by, among other things, showing local government at work, responding to local needs, and telecasting community programs that may not otherwise be commercially viable and bringing local education into the home.

A. Access Channel. Within one hundred eighty (180) days of written notice from the Township, Franchisee shall provide access capacity for one (1) Educational and Government (“E/G”) channel and necessary return line in accordance with Section 611 of the Cable Act for exclusive use by the Township and/or its designee. The E/G channel shall be used for noncommercial programming related to governmental and/or educational activities. The Township shall have complete control over the content, scheduling, administration, and all other aspects of the E/G programming and may delegate such functions to an appropriate designee. Franchisee shall not exercise any editorial control over E/G channel programming, in accordance with the Cable Act. Notwithstanding, Franchisee does not relinquish its ownership or ultimate right of control over a channel by designating it for educational and/or government use.

B. Access Support Grant. Within sixty (60) days of written notice from the Township, Franchisee shall present the Township with a capital grant for the purchase of video and audio equipment, or other useful purposes. Such grant shall be in an amount not to exceed FIVE THOUSAND DOLLARS (\$5,000). In providing this one-time payment, Franchisee shall not be required to maintain technical or production staff, obtain additional equipment, or studio facilities for access programming, which are owned and independently operated by the Township or its designee. The Franchisee further reserves its “external cost” rights in regard to such payment.

C. Fallow Channel Time. Because a blank or under utilized E/G channel is not in the public interest, in the event the Township or other E/G access user elects not to fully program the

Channel, Franchisee may program unused time on those channels subject to reclamation by the Township, upon sixty (60) days written notice.

IN WITNESS WHEREOF, This Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, and is approved and effective as of the date first listed herein above.

Attest:

TOWNSHIP OF EAST FALLOWFIELD
BOARD OF SUPERVISORS

Denise Miller, Township Secretary

Chris Amentas, Chairman

Chris Makely, Vice Chairman

George Broadbent, Member

Gary Barach, Member

Mark Toth, Member

Attest:

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC.

By: _____

Printed Name: *David R. Breidinger*

Title: *Division Vice President – Governmental &
Regulatory Affairs - Eastern Division*

Draft: April 14, 2010