

Franchise Agreement
by and between
York County, Virginia
and
Shenandoah Cable Television, LLC

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THIS FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between York County, Virginia, a political subdivision of the Commonwealth of Virginia (the Local Franchising Authority or "York County") and Shenandoah Cable Television, LLC, a limited liability company duly organized under the applicable laws of the Commonwealth of Virginia (the "Franchisee"), together the "Parties".

WHEREAS, York County wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system in the Franchise Area as designated in this Franchise;

WHEREAS, York County is a "franchising authority" in accordance with Title VI of the Communications Act (see 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to the Code of Virginia, Va. Code Ann. § 15.2-2108;

WHEREAS, York County intends to exercise the full scope of its governmental powers to the extent not prohibited by Commonwealth of Virginia law, including both its police power and contracting authority, to promote the public interest and to protect the health, safety and welfare of the citizens of York County, Virginia;

WHEREAS, the Cable System will occupy the Public Rights-of-Way within York County, and Franchisee desires to use portions of the Cable System to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, York County has identified the future cable-related needs and interests of York County and its community, considered the financial, technical and legal qualifications of Franchisee, and determined that Franchisee's Cable System is adequate and meets the requirements of 47 U.S.C. § 541 in a full public proceeding affording due process to all parties;

WHEREAS, York County has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, York County has determined that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and,

WHEREAS, York County and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of York County's grant of a franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Service Area of York County pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged.

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. References in this section to any federal or state law shall include amendments thereto as may be enacted from time-to-time. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning. In addition, the following definitions shall apply:

1.1. **Access Channel**: A video Channel for the transmission of noncommercial Educational or Governmental access programming as directed by York County.

1.2. **Affiliate**: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.3. **Basic Service or Basic Service Tier**: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning the Cable Service tier that includes (i) the retransmission of local television broadcast Channels and (ii) EG Channels required to be carried in the basic tier.

1.4. **Cable Service or Cable Services**: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning the one-way transmission to Subscribers of (i) Video Programming or (ii) other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. Cable Service does not include any Video Programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d).

1.5. **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), Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning Franchisee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service that includes Video Programming and that is provided to multiple Subscribers within the Service Area, except that such term shall not include (i) a system that serves fewer than twenty (20) Subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a facility that serves only Subscribers without using any Public Rights-of-Way; (iv) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System to the extent such facility is used in the

transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (v) any facilities of any electric utility used solely for operating its electric system; (vi) any portion of a system that serves fewer than fifty (50) Subscribers in any locality, where such portion is a part of a larger system franchised in an adjacent locality; or (vii) an open video system that complies with § 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573 Designed in accordance with the International Telecommunication Union - Telecommunication Standardization Sector G.984 Standard for gigabit passive optical networks, but such term does not include (i) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable 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; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems.

1.6. **Channel**: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), meaning a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel, as defined by the Federal Communications Commission by regulation.

1.7. **Communications Act**: The Communications Act of 1934, as amended.

1.8. **Drop**: The cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.

1.9. **EG or EG Access Channels**: Educational or Governmental Channels available for non-commercial programming produced by members of the educational or governmental institutions pursuant to 47 U.S.C. § 531.

1.10. **FCC**: The United States Federal Communications Commission or successor governmental entity thereto.

1.11. **Force Majeure**: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning an event or events reasonably beyond the ability of Franchisee to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Franchisee's facilities are attached or to be attached or conduits in which Franchisee's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.

1.12. **Franchise Area**: The jurisdictional boundary of York County and such additional areas as may be included in the jurisdictional boundary of York County during the term of this Franchise.

1.13. **Franchisee**: Shenandoah Cable Television, LLC (dba "Shentel"), and its lawful and permitted successors, assigns and transferees.

1.14. **Local Franchise Authority or LFA (York County)**: York County, Virginia or the lawful successor, transferee, or assignee thereof.

1.15. **Non-Cable Services**: Any service that does not constitute the provision of Cable Services.

1.16. **Non-commercial**: Non-commercial means for use other than (i) the carriage of programming in return for compensation (including programming selected by a third party), or (ii) the carriage of advertising; provided that York County or any entity responsible for managing an Access Channel may enter into underwriting or sponsorship arrangements with third party entities that conform with sponsorship guidelines used by the Public Broadcasting Service ("PBS").

1.17. **Normal Business Hours**: Shall be defined herein as it is defined under 47 C.F.R. § 76.309(c)(4)(i), meaning 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.

1.18. **Normal Operating Conditions**: Shall be defined herein as it is defined under 47 C.F.R. § 76.309(c)(4)(ii), meaning those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the 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.

1.19. **Person**: An individual, partnership, association, joint stock company, trust, corporation, or limited liability entity, but not, however, York County.

1.20. **Public Rights-of-Way**: Shall mean the surface, the air space above the surface, below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, easement, or similar right-of-way property in which York County now or hereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining the Cable System. No reference in this Agreement to a Public Rights-of-Way shall be deemed to be a representation or guarantee by York County that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and the Franchisee shall be deemed to gain only those rights to use the Public Rights-of-Way as

are properly in York County and as York County may have the undisputed right and power to give. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.21. **Service Area**: All portions of the Franchise Area where Cable Service is being offered by the Franchisee in York County.

1.22. **Service Interruption**: The loss of picture or sound on one or more cable channels.

1.23. **Standard Installation**: Any residential or commercial installation which can be completed by using a Drop of one hundred fifty (150) feet or less.

1.24. **Subscriber**: A Person or governmental entity who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.25. **Telecommunication Services**: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), meaning the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.26. **Transfer of the Franchise**: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, § 15.2-2108.19, meaning any transaction in which (i) an ownership or other interest in the Franchisee is transferred, directly or indirectly, from one person or group of persons to another person or group of persons, so that majority control of the Franchisee is transferred; or (ii) the rights and obligations held by the Franchisee under the Franchise are transferred or assigned to another person or group of persons. However, notwithstanding clauses (i) and (ii) of the preceding sentence, a transfer of the cable franchise shall not include (a) transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another affiliate of the Franchisee; (b) transfer of an interest in the cable franchise granted under this article or the rights held by the Franchisee under the Franchise to the parent of the Franchisee or to another affiliate of the Franchisee; (c) any action that is the result of a merger of the parent of the Franchisee; (d) any action that is the result of a merger of another affiliate of the Franchisee; or (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or the Cable System used to provide Cable Services in order to secure indebtedness.

1.27. **Video Programming**: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, § 15.2-2108.19, meaning programming provided by, or generally considered comparable to, programming provided by a television broadcast station.

2. GRANT OF AUTHORITY, LIMITS AND RESERVATIONS

2.1. Grant of Authority: Subject to the terms and conditions of this Agreement and applicable provisions of Section 15.2 of the Code of Virginia and the Communications Act, York County hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. This Agreement grants no additional authority for Franchisee to utilize York County's Public Rights-of-Way for any other purpose unless otherwise expressly provided herein or provided by law. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. Term: This Franchise shall become effective on the date of adoption by York County (the "Effective Date"). The term of this Franchise shall be until _____, 2032. Consistent with Section 1, the Franchisee, at its option, shall notify York County of its intent to extend the franchise term in writing not less than thirty (30) months from the expiration date of the term of this Franchise.

2.3. Grant Not Exclusive: The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and York County reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights which are granted shall not be inconsistent with the rights granted to the Franchisee under this Franchise or under applicable federal or state law. Consistent with Section 15.2-2108.21 of the Code of Virginia, Franchisee shall have the right to opt into the terms of an ordinance cable franchise pursuant to Section 15.22108.26 of the Code of Virginia. Further, except to the extent permitted by applicable federal and state law, franchises granted for the provision of Cable Services or Video Programming shall be no less burdensome nor more favorable than the obligations imposed upon the Franchisee hereunder, in order that one operator not be granted an unfair competitive advantage over another. If a franchise or other authorization is granted that creates an unfair competitive advantage as described herein, Franchisee and York County shall discuss the discrepancy and York County shall consider amendments to this Agreement in accordance with state law to provide a level playing field. Franchisee acknowledges that it has reviewed the existing York County Cable Franchise Agreements and they are not less burdensome nor more favorable than the obligations imposed upon Franchisee hereunder, and confers no unfair competitive advantage upon the other Providers as compared to Franchisee.

2.4. Franchise Subject to Federal Law: Notwithstanding any provision to the contrary herein, this Franchise is 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; provided, however, that this Section 2.4 shall not be construed as in any way limiting or waiving the Parties' right to assert or claim that any amendment or change to federal law made after the Effective Date improperly interferes with or takes without compensation any contractual property rights of the Parties hereunder.

2.5. No Waiver:

2.5.1. The failure of York County on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act or any other applicable local, State or Federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by York County, nor to excuse Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.5.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse York County from performance, unless such right or performance has been specifically waived in writing.

2.6. Construction of Agreement:

2.6.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.6.2. Notwithstanding Section 4-6(a) of York County Ordinance 097-7, in the event of a conflict between Ordinance 097-7 and this Agreement, this Agreement shall prevail. In the event a conflict does not exist between Ordinance 097-7 and this Agreement, then only the terms and conditions of this Agreement shall be applicable to the Franchisee. In the case of a conflict between Ordinance 097-7 and Virginia Code Sections 15.22108.19, et seq., the Virginia Code shall prevail.

2.6.3. Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.7. Police Powers: Except as otherwise provided in this Section 2.7, Franchisee's rights under this Franchise shall be subject to the lawful police powers of York County to adopt and enforce ordinances of general applicability necessary to protect and preserve the health, safety and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances lawfully enacted by York County pursuant to such police powers. York County agrees that ordinances which it adopts that impact this Agreement must be enacted upon reasonable conditions and of a character appropriate to the public purpose justifying enactment. Nothing herein prohibits the Franchisee from challenging any future ordinances enacted by York County as may be permitted under applicable law.

3. PROVISION OF CABLE SERVICE

3.1. Service Area:

3.1.1. The Grantee shall make Cable Service generally available to businesses and residential dwelling units within District 1. The Grantee initially shall build out its Cable System to make Cable Service generally available to those businesses and residential units

in the Northern half of the County as outlined on the map attached to this Agreement as Exhibit C. Grantee shall use commercially reasonable efforts (considering build out costs, geographical and geological conditions, and business conditions) to complete the initial build by 18 – 24 months after the Franchise is approved.

3.1.2. Franchisee shall have the right but not the obligation to extend its Cable System and/or to provide Cable Services to any other areas within the Franchise Area during the term of this Franchise or any renewals thereof.

3.1.3. Service Drops. The Franchisee shall extend its Cable System to potential Subscribers at no cost to said potential Subscribers other than the Franchisee's standard charge for a standard service drop (the "Standard Installation Fee"), provided that, if the point at which electric utility facilities enter the building (the "Entry Point") is located more than 250 feet from the Tap installed to serve that Subscriber, the Franchisee may charge an installation fee equal to the Standard Installation Fee, plus the actual cost of construction (defined as time and materials with a reasonable allocation for administrative costs) of Cable System facilities in excess of the 250 foot distance.

3.1.4. Franchisee agrees that, upon request and with no less than thirty (30) days' written notice, but no more than once per year, a representative of the Franchisee will meet with representatives of York County to confirm compliance with the requirements set forth in this Subsection 3.1. Nothing herein shall prevent York County from contacting at any time the single point of contact identified in Section 13.8 with respect to other matters regarding this Agreement.

3.2. *Cost Sharing*: The Franchisee shall only be required to extend the Cable System, beyond that area set forth in 3.1.1, if the Subscribers in and area requesting Cable Service are willing to share the capital costs of extending the Cable System by making a capital contribution in aid of construction including the actual cost of material, design, labor and easements. Subscribers who request service hereunder shall bear the construction costs on a pro rata basis. The Franchisee may require that the payment of the capital contribution in aid of construction borne by potential subscribers be paid in advance. Subscribers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence.

Availability of Cable Service: Franchisee shall make Cable Service available to all occupied residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all occupied residential dwelling units that are within one hundred-fifty (150) feet 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 costs incurred for residential dwelling unit connections that exceed one hundred-fifty (150) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. Cable Service to Municipal Buildings:

3.3.1 . Subject to Section 3.1, Upon request, Franchisee shall provide, without charge and without limitation throughout the term of the Franchise within the Service Area, installation of Drop and cable outlets, and the most commonly subscribed-to tier of Cable Service, to each fire station, police station, public school public library, and any other local government building as set forth in Exhibit A hereof and also required of other cable operators in York County.

3.3.2. Subject to Section 3.1, Franchisee shall provide, without charge and without limitation throughout the term of the Franchise within the Service Area, installation of Drop and cable outlets, and the most commonly subscribed-to tier of Cable Service, to each fire station, police station, public school public library, or any newly constructed or acquired government building that may be designated by York County and also required of other cable operators in York County (collectively, "Additional Buildings"), so long as such Additional Buildings do not exceed fifteen (15) during the term of the Agreement; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred fifty (250) feet solely to provide service to any such Additional Building, York County or the school (as applicable) shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred fifty (250) feet, or releasing Franchisee from the obligation to provide Cable Service to such Additional Building. Franchisee shall not be required to provide Cable Service without charge to non-staffed or non-habitable locations.

3.3.3. Additional subscriber drops and/or outlets in any of the locations set forth in Subsection 3.3, I or 3.3.2 above will be installed by Franchisee on written request by York County or the school (as applicable) at the lowest actual cost of Franchisee's time and material. Alternatively, York County or the school (as applicable) may add additional outlets at its own expense (or use existing additional outlets), as long as such installation and/or/outlets meet Franchisee's standards and approval, which approval shall not be unreasonably withheld.

3.3.4. Cable Service provided pursuant to this Section 3.3 may not be resold or otherwise used in contravention of Franchisee's rights or obligations with respect to third parties. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

3.3.5. The requirements of this Section 3.3 shall not apply in cases where it is not technically feasible for the Franchisee to comply.

4. SYSTEM FACILITIES

4.1. System Characteristics: The Franchisee's Cable System shall meet or exceed the following requirements:

4.1.1. The System shall be designed in accordance with the International Telecommunication Union – Telecommunication Standardization Sector G.984 Standard for gigabit passive optical networks.

4.1.2. The System shall utilize an architecture that permits additional improvements necessary for high quality and reliable service throughout the term of this Agreement.

4.1.3. The System shall have protection against outages due to power failures with back-up power available for at least twenty-four (24) hours at each headend and, in conformance with industry standards, back-up power at each power supply site rated for at least four (4) hours.

4.1.4. The System shall use facilities and equipment of good and durable quality, generally used in high-quality, reliable, systems of similar design.

4.1.5. The Franchisee shall maintain 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 4.1.15 below.

4.1.6. The Franchisee shall maintain 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.

4.1.7. The System shall utilize facilities and equipment capable of continuous twenty-four (24) hour daily operation in accordance with applicable FCC standards except as caused by a Force Majeure event.

4.1.8. The System shall be 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.

4.1.9. The System shall be designed, built and operated in such a manner as to protect the safety of the Cable System workers and the public.

4.1.10. The Franchisee shall maintain sufficient trucks, tools, testing equipment, monitoring devices and other equipment and facilities and trained and skilled personnel required to enable the Franchisee to substantially comply with applicable law, including applicable customer service standards and including requirements for responding to System outages.

4.1.11. The Franchisee shall maintain facilities and equipment 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.

4.1.12. The System shall be capable of interconnecting with other cable systems in the Service Area as set forth in Section 4.2 below.

4.1.13. The Franchisee shall maintain facilities and equipment at the headend to transmit or cablecast signals in substantially the form received without substantial alteration or deterioration. For example, the headend should include equipment that will transmit color video signals received at the headend in color, stereo audio signals received at the headend in stereo, and a signal received with a secondary audio track with both audio tracks. Similarly, 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.

4.1.14. The System shall provide adequate security provisions in its Subscriber site equipment to permit parental control over the use of Cable Services on the System consistent with federal law.

4.1.15. The System 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 York County is permitted by a change in law to enforce, and shall substantially conform in all material respects to applicable provisions of the following standards and regulations to the extent such standards and regulations remain in effect and are consistent with accepted industry procedures:

4.1.15.1. Occupational Safety and Health Administration (OSHA) Safety and Health Standards;

4.1.15.2. National Electrical Code;

4.1.15.3. National Electrical Safety Code (NESC);

4.1.15.4. Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration;

4.1.15.5. Constructing, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules, Part 17; and,

4.1.15.6. Requirements set forth in the Virginia Uniform Statewide Building Code.

4.1.16. The System shall be capable of transmitting in high definition any Channels that are received in high definition format. Actual carriage of any such high definition Channels will be at the Franchisee's sole discretion unless otherwise required by federal law.

4.1.17. The provision of additional Channels, increased Channel capacity, and/or upgrades of any kind to the Cable System is solely within the control and discretion of the Franchisee.

4.2. Interconnection: The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Service Area. York County may request, in writing, that the Franchisee interconnect with another cable operator authorized by York County to

provide Cable Service in the Service Area, and may, pursuant to Code of Virginia § 15.2-2108.22(1) require such interconnection to ensure the carriage of EG Channels. All decisions regarding the terms and conditions of any such interconnect shall be a matter of agreement between the cable operators involved. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods, at the sole discretion of the Franchisee and the interconnecting cable operator. The interconnection capabilities created pursuant to this Section 4.2 shall be solely for the exchange of EG programming required to be provided on the Cable System pursuant to this Franchise. Franchisee shall not be required to build such interconnection if it is not economically feasible Franchisee may charge the connecting cable operator in advance for any construction costs and/or monthly charges associated with the interconnection.

4.3. Emergency Alert System:

4.3.1. Franchisee shall comply with the Emergency Alert System ("EAS") Federal Emergency Alert System regulations, 47 C.F.R. Sec. 76 Part 1.

4.3.2. In the event of a state or local civil emergency, the EAS shall be remotely activated as set forth in the Virginia EAS plan.

4.4. System Tests, Maintenance, Inspections and Performance Monitoring: Franchisee shall perform all tests required under federal law necessary to demonstrate compliance with the requirements of this Agreement and to ensure that the Cable System components are operating as required. Subject to Section 8.3, Franchisee shall provide York County with copies of the results of any such required tests upon request.

4.5 *Right of Way Permitting*: Before performing any work in the Public Rights-of-Way, Shentel shall obtain a right-of-way permit from the County's Engineering Department and shall comply with all conditions normally required of right-of-way permits. In addition, Shentel may be required to furnish a \$100,000 performance bond in favor of the County. The Performance Bond shall be maintained until the County Administrator has determined in writing that the construction requiring the Performance Bond is completed and for one (1) year after such determination. On the first anniversary date of the completion of the construction as determined by the County Administrator, Shentel shall no longer be required to maintain a performance bond.

5. EG CHANNELS

5.1. EG Channel Capacity: Franchisee shall provide at no charge to York County, one (1) non-commercial Educational Access Channel, and two (2) non-commercial Government Access Channels.

5.2. EG Transmission:

5.2.1. York County or its designee shall be responsible for management, operation, and programming of the EG Channels.

5.2.2. York County may at its option provide and maintain upstream equipment and facilities necessary to transmit the current EG signals, and Franchisee at York County's request shall transmit EG Channels, from the following EG signal origination points located at (1) Fire Station #3/Bruton, 114 Hubbard Lane, Williamsburg, Virginia; (2) Bruton High School, 185 East Rochambeau Drive, Williamsburg, Virginia; (3) New Quarter Park, 1000 Lakeshead Drive, Williamsburg, Virginia; (4) Fire Station #7, 5684 Mooretown Road, Williamsburg, Virginia; (5) Griffin-Yeates Center, 1490 Government Road, Williamsburg, Virginia; (6) Fire Station #5/Skimino, 2000 Newman Road, Williamsburg, Virginia; (7) Waller Mill Park, 907 Airport Road, Williamsburg, Virginia. However, should York County decide to relocate the current EG signal origination points described herein or request additional EG signal origination points, York County shall be solely responsible for all related costs and expenses. Franchisee shall maintain equipment capable of receiving and processing the EG signals transmitted by York County. Franchisee shall maintain the links listed herein to transmit the EG Channel signals from the origination points to its headend without significant degradation.

5.2.3. The Franchisee shall obtain, without charge to York County, the EG Access Channel programming via a dedicated fiber connection to the CAP. Further, the Franchisee shall, without charge to York County, aggregate EG Access Channel programming at the CAP by providing two (2) auxiliary fiber connections (the "Initial Auxiliary Links") to transport EG Access Channel programming to the CAP facility from the following locations: (1) Fire Station #3; and (2) Fire Station #5. The Franchisee's obligations under this Subsection 5.2, including its obligation to provide upstream equipment and facilities necessary to transmit signals, shall be subject to the provision by York County, without charge to the Franchisee, of: (1) access to the CAP, Fire Station #3, and Fire Station #7 facilities; (2) access to any required EG equipment within the CAP, Fire Station #3, and Fire Station #7 facilities, and suitable required space, environmental conditions, electrical power supply, access, and pathways within such facilities; (3) video and audio signal feeds in a mutually agreed upon format suitable for EG Access Channel programming; (4) any third-party consent that may be necessary to transmit EG signals (including, without limitation, any consent that may be required with respect to third party facilities, including the facilities of the Incumbent Cable Operator, used to transmit EG content to the CAP facility from auxiliary locations); and (5) any other cooperation and access to facilities as are reasonably necessary for the Franchisee to fulfill the obligations stated herein. York County shall further be responsible for ensuring that such video and audio signal feeds are properly connected to the correct EG Access Channel for distribution to Subscribers.

5.2.4. Notwithstanding the obligations in 5.1.1, Franchisee shall not be obligated to provide York County with either cablecast equipment and facilities or personnel responsible for maintaining and operating such cablecast equipment and facilities used to generate any such EG signals.

5.2.5. York County hereby authorizes Franchisee to transmit EG Channel programming within and without County's jurisdictional boundaries. Except as otherwise set forth in this Subsection 5.2.4 with respect to EG Channels, Franchisee specifically reserves its right to make or change all other Channel assignments in its sole discretion. With respect to EG Channels, the Franchisee shall reserve the right to initially assign such Channels at its sole discretion; provided, however, that the Franchisee shall provide any EG Access Channels on the basic tier, at no additional charge, and such EG Access Channels shall be viewable by the Subscriber without the need for equipment other than the equipment, if any, that is required to view other channels on the basic tier. In addition, the Franchisee may change EG Channel assignments as it reasonably deems appropriate so long as the Franchisee gives York County at least forty-five (45) days notice of any such EG Access Channel assignment change if the reason for the change is within the control of Franchisee, and as soon as possible if the reason for the change is not within the control of Franchisee; provided, however, that the Franchisee shall not arbitrarily or capriciously change EG Channel assignments, and the Franchisee shall minimize the number of EG Channel assignment changes.

5.2.6. York County shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement. York County shall further require all local producers and users of any of the EG facilities or Channels other than the York County and the York County School Board ("School Board") to defend and hold harmless Franchisee, York County, and the School Board 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 cable 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, user, Franchisee, York County, or the School Board; and for any other injury or damage in law or equity, which result from the use of a EG facility or Channels.

5.2.7. Franchisee shall transmit EG Channels to its Subscribers in the same format, without any significant degradation in signal strength or quality, that it uses to transmit the broadcast channels included in the Basic Service Tier.

5.3. EG Capital Fee:

5.3.1. York County may by ordinance or resolution impose on the Franchisee an EG Capital Fee payable to York County on a quarterly basis (the "EG Capital Fee"), in an amount not to exceed twenty cents (\$0.20) per month for each Subscriber in the Service Area that receives the Franchisee's Basic Service Tier, so long as such requirement applies equally to all franchised cable operators in York County. If so imposed, the EG Access Capital Fee shall be delivered to York County within forty-five (45) days following the end of each calendar quarter during the Franchise Term. The EG Access Capital Fee shall be used by York County to support

the capital costs of EG Access Channel facilities consistent with the Communications Act (47 USC. § 542).

5.3.2. If the initial EG Access Capital Fee shall be less than an amount equal to twenty cents (\$0.20) per month for each Subscriber in the Service Area to Franchisee's Basic Service Tier, the EG Capital Fee may be uniformly increased for York County cable franchisees by ordinance or resolution of the Board of Supervisors not more than once each year commencing after the first anniversary of the Effective Date of this Agreement by an amount not to exceed six cents (\$0.06), but under no circumstances shall the monthly per-Subscriber fee exceed twenty cents (\$0.20) per month for each Subscriber in the Service Area that receives the Franchisee's Basic Service Tier. York County shall provide Franchisee with thirty (30) days advance notice of any public hearing or meeting where an increase will be considered or voted on by the Board of Supervisors. York County shall forward to the Franchisee a copy of the adopted ordinance or resolution that authorizes an increase in the EG Capital Fee and establishes the effective date of the increase. Franchisee shall have not less than ninety (90) days to implement the EG Access Capital Fee increase.

5.3.3. To the extent permitted by law the Franchisee may recover from Subscribers the costs of an EG Capital Fee or any other costs arising from the provision of EG services and shall be allowed to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through any unrecovered EG interconnection costs to Subscribers.

5.3.4. York County shall not sell time on the EG Channels, nor allow any third party to do so, nor shall any channel be leased at any price to any third party. York County may allow programmers on the EG Channels to seek support for their programming consistent with the "Funding Standards and Practices" of the Public Broadcasting System (found at: <http://www.pbs.org/producers/guidelines/>) as they exist on the Effective Date of this Agreement.

6 COMMUNICATIONS SALES AND USE TAX

The parties shall comply with all applicable requirements of the provisions of Section 58.I-645 of the Code of Virginia (the "Communications Sales and Use Tax") in its current form and as it may be amended.

7 CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit B, which shall be binding unless amended by written consent of the parties.

8 REPORTS AND RECORDS

8.1 Open Books and Records: Subject to applicable law, upon reasonable notice to the Franchisee, which shall be no less than thirty (30) days, and no more frequently than

once every twenty-four (24) months, York County shall have the right to inspect at any time during normal business hours and on a non-disruptive basis, all books and records, including all documents in whatever form maintained and electronic media, to the extent that such books and records relate to the Cable System or the provision of Cable Service in the Franchise Area and are reasonably necessary to monitor or ensure compliance with the terms of this Franchise (Books and Records"). Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary Books and Records for appropriate access by York County. Franchisee shall not be required to maintain any Books and Records for Franchise compliance purposes longer than three (3) years, except for any Books and Records relating to an on-going audit under Section 8.2 or a pending dispute between the Franchisee and York County as reasonably agreed by the parties. Franchisee shall not be required to disclose any of its or an affiliate's books and records not relating to the provision of Cable Service in the Franchise Area or to its compliance with this Franchise. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

8.2 Audit: Inspections performed pursuant to Section 8.1 of this Agreement may include an audit of all records reasonably necessary to confirm the accurate payment of the EG Capital Fee. York County shall bear all of its out-of-pocket expenses of any such audit, except that Franchisee shall bear York County's reasonable, documented out-of-pocket expenses of any such audit performed by a qualified, independent third-party auditor, up to a maximum of twenty thousand dollars (\$20,000), if such audit discloses an underpayment by Franchisee of more than three percent (3%) of any quarterly payment and five thousand dollars (\$5,000) or more. York County shall not audit Franchisee more frequently than once every twenty-four (24) months. York County shall have no more than three (3) years from the time Franchisee delivers a payment to provide a written, detailed objection to or dispute of that payment, and if York County fails to object to or dispute the payment within that time period, York County shall be barred from objecting to or disputing it after that time period. Franchisee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to York County. In the event that Franchisee disputes any underpayment discovered as the result of an audit conducted by York County, York County shall work together with Franchisee in good faith to promptly resolve such dispute. York County and Franchisee maintain all rights and remedies available at law regarding any disputed amounts. York County may require Franchisee to pay any additional undisputed amounts due to York County as a result of an audit performed by York County pursuant to this Section 8.2 within thirty (30) days following receipt by Franchisee of written notice by York County.

8.3 Proprietary and Confidential Information: Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature except in accordance with the following procedures, or to disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. If Franchisee believes that any requested information is confidential and proprietary, Franchisee must provide the following documentation to York County: (i) specific identification of the information; (ii) a statement attesting to the reason(s) Franchisee believes the information is confidential and/or proprietary; and (iii) a statement that the document(s) are available for inspection by York County. Franchisee shall be responsible for clearly and

conspicuously stamping the word "Confidential" on each page that contains any "confidential" or "proprietary" information. Unless otherwise ordered by a court or agency of competent jurisdiction, York County agrees that, to the extent permitted by applicable law, it shall deny access to any of Franchisee's information marked "Confidential" as set forth in this Section 8.3 to any Person or governmental entity. If, in the course of enforcing this Franchise or for any other reason, York County believes it must disclose any information marked "Confidential" as set forth in this Section 8.3, York County shall provide reasonable advance notice of such disclosure so that Franchisee can take appropriate steps to protect its interests. If York County receives a demand from any Person or governmental entity for disclosure of any information identified as "Confidential" pursuant to this Section 8.3, York County shall, so far as consistent with applicable law, advise Franchisee and provide Franchisee with a copy of any written request prior to granting the Person or governmental entity access to such information.

8.4 Inspection Location: Books and Records produced pursuant to Sections 8.1 and 8.2, and documents produced pursuant to Section 8.3 shall be produced at a mutually agreed location within York County. If any requested Books and Records are too voluminous, not available locally in York County, or for security reasons cannot be moved, then Franchisee may request that the inspection take place at a location mutually agreed to by York County and Franchisee, provided that Franchisee shall pay all reasonable and documented travel expenses incurred by York County and any additional copying expenses incurred by York County above those that would have been incurred had the documents been produced in York County.

8.5 Records Required: Franchisee shall at all times maintain:

8.6. Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy;

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

8.6.2 Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, 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;

8.6.3 Records of installation/reconnection and requests for service extension for a period of two (2) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

8.6.4 A map showing the area of coverage for the provisioning of Cable Services.

8.7 Annual Report: Upon request, no later than April 30th of each year of this Agreement, Franchisee shall electronically submit a written report to York County, in a form reasonably satisfactory to York County, which shall include:

8.7.1 A summary of the previous calendar year's activities in development of the Cable System, including but not limited to descriptions of Services begun or dropped, homes passed and miles of cable in service;

8.7.2 A summary description of the complaints during the previous calendar year; such summary shall provide the number and category of such complaints received during such period, including a description of the issues involved (excluding personally identifiable information of Subscribers) and the category of each resolved complaint;

8.7.3 A copy of the annual report, if any, of Franchisee's parent corporation;

8.7.4 A current list of any person or entity with an ownership interest in the Franchisee of five (5) percent or more as reflected in the annual report of Franchisee's corporate parent;

8.7.5 A report on technical tests and measurements on the Cable System made by Franchisee for compliance with applicable FCC standards; and, Subject to 8.7, such other information as the County Administrator or the York County Board of Supervisors reasonably and lawfully may request in order to ascertain Franchisee's compliance with this Agreement.

8.8 Quarterly Report: Beginning six (6) months after the Effective Date, Franchisee, upon request by York County, shall electronically submit a written report to York County no later than forty-five (45) days after the end of each calendar quarter during the term of this Agreement, which report shall be in a form reasonably satisfactory to York County, that shall include:

8.8.1 A report showing the number of service calls received and sorted by descriptive code indicating the actual service calls that were resolved during that quarter;

8.8.2 A summary of complaints identifying both the number and nature of the complaints received and an explanation of their dispositions, as such records are kept by the Franchisee; and

8.8.3 A report of all Significant Outages (as defined in Exhibit B).

8.9 Periodic Meetings: Franchisee agrees that, upon request and with no less than thirty (30) days' written notice, but no more than once per year, a representative of Franchisee will meet with representatives of York County to provide additional information on the status of Franchisee's deployment of Cable Services in the Franchise Area. During these meetings,

the Franchisee representative will show York County representatives, for viewing only, a map showing the availability of Cable Services in the Franchise Area. Nothing herein shall prevent York County from contacting at any time the single point of contact identified in Section 13.14 with respect to any additional matters regarding this Agreement. In addition, Franchisee shall, during the Term of this Agreement, provide a means of making information available to York County residents regarding the availability of the Franchisee's Cable Services in York County and other matters related to the System.

8.10 Performance Evaluation: York County may, at its discretion, hold scheduled performance evaluation sessions once every three (3) years from the Effective Date and as may be required by federal and state law. Franchisee shall fully cooperate with York County and shall, subject to Section 8.3, provide such information and documents as York County may reasonably need to perform its review.

9 INSURANCE AND INDEMNIFICATION

9.1 Insurance:

9.1.1 Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

9.1.1.1 Commercial General Liability Insurance in the amount of one million five hundred thousand dollars (\$1,500,000.00) combined single limit and two million dollars (\$2,000,000.00) aggregate for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in York County. Said limit shall be maintained until January 1, 2032, when it will be increased to four million dollars (\$4,000,000.00), which limit shall be thereafter maintained through the remainder of the Franchise term.

9.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Said limit shall be maintained until January 1, ____, when it will be increased to two million dollars (\$2,000,000.00), which limit shall be thereafter maintained through the remainder of the Franchise term.

9.1.1.3 Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Virginia.

9.1.1.4 Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars (\$100,000.00); (B) Bodily Injury by Disease: one hundred thousand dollars (\$100,000.00) employee limit; and (C) Bodily Injury by Disease: five hundred thousand dollars (\$500,000.00) policy limit.

9.1.1.5 Umbrella Liability Insurance shall be maintained above the primary Commercial General Liability, Automobile Liability, and Employers' Liability policies required herein. The limit of such Umbrella Liability Insurance shall not be less than five million dollars (\$5,000,000.00) each occurrence and in the annual aggregate.

9.1.2 The limits required above may be satisfied with a combination of primary and excess coverage.

9.1.3 York County, its officers, boards, commissions, agents, and employees shall be included as an additional insured under each of the insurance policies required in this Article 9 except Workers' Compensation and Employers' Liability Insurance.

9.1.4 Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement, and shall promptly notify York County in the event that any required policy is cancelled or modified for any reason.

9.1.5 Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Virginia, with an A.M. Best Financial Strength rating of "A:X" or better.

9.1.6 Franchisee shall deliver to York County Certificates of Insurance showing evidence of the required coverage as well as copies of endorsement to each insurance policy which indicates York County, its officers, boards, commissions, agents, and employees is an additional insured.

9.2 Indemnification:

9.2.1 Franchisee agrees to indemnify, save and hold harmless, and defend York County, its officers, agents, boards and employees, from and against any liability for damages or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by Franchisee's construction, operation, or maintenance of its Cable System, provided that upon receipt of a claim or action pursuant to this subsection York County shall give Franchisee written notice of its obligation to indemnify York County within ten (10) business days so as not to materially prejudice Franchisee. Franchisee also agrees to indemnify, save and hold harmless, and defend York County, its officers, commissions agents, boards and employees, from and against any liability for damages arising out of copyright infringements or a failure by Franchisee or its officers, employees, agents, contractors, or subcontractors to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System. These damages shall include but not be limited to penalties arising out of copyright infringements and damages arising out of any failure by Franchisee or its officers, employees, agents, contractors, or subcontractors to secure consents from the owners, authorized distributors or licensees of programs to be delivered by Franchisee's Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by the Agreement. Notwithstanding the foregoing, Franchisee shall not indemnify York County, for any damages, liability or claims resulting from the willful misconduct or negligence of York County, its officers, agents, employees,

attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person or governmental entity other than Franchisee in connection with EG Access or EAS, or the distribution of any Cable Service over the Cable System.

9.2.2 With respect to Franchisee's indemnity obligations set forth in Subsection 9.2.1, Franchisee shall provide the defense of any claims brought against York County by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the York County Attorney, which shall not unreasonably be withheld. Such defense shall include, but not be limited to, reasonable and documented attorney's fees incurred by such counsel. Nothing herein shall be deemed to prevent York County 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 York County Attorney, 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 proposed settlement includes the release of York County and York County does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify York County shall in no event exceed the amount of such settlement.

9.2.3 The Franchisee shall not be required to indemnify York County for acts of York County, which constitute willful misconduct or negligence on the part of York County, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

10 TRANSFER OF FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior consent of the York County Board of Supervisors, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for transactions excluded under Section 1.25 above. No Transfer of the Franchise shall be made to a Person that is not legally, technically, and financially qualified to operate the Cable System.

11 RENEWAL OR EXTENSION OF FRANCHISE

11.1 York County and Franchisee agree that any proceedings undertaken by York County 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. § 546 and Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.30, as applicable.

11.2 Notwithstanding anything to the contrary set forth herein, Franchisee and York County agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, York County and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and York County may grant a renewal thereof.

12 ENFORCEMENT AND TERMINATION OF FRANCHISE

12.1 Notice of Violation: If at any time York County believes that Franchisee has not substantially complied with the terms of the Franchise, York County shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the issue, York County shall then notify Franchisee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice").

12.2 Franchisee 's Right to Cure or Respond: Franchisee shall have fifteen (15) days from receipt of the Noncompliance Notice to: (i) respond to York County, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such fifteen (15) day period, initiate all reasonable steps to remedy such noncompliance as quickly as possible and notify York County of the steps being taken and the projected date by which cure is projected to be completed. Upon cure of any noncompliance, the Franchisee shall notify York County in writing and York County shall provide written confirmation that such cure has been accepted by York County provided that York County agrees that a satisfactory cure has been effected.

12.3 Public Hearing: York County shall schedule a public hearing if York County seeks to continue its investigation into the alleged noncompliance in the event that: (1) Franchisee contests the Noncompliance Notice pursuant to section 12.2, (2) Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (3) in the event that Franchisee has not remedied the alleged noncompliance within fifteen (15) days or the date projected pursuant to Section 12.2(iii) above. York County shall provide Franchisee at least fifteen (15) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

12.4 Enforcement: Subject to applicable federal and state law, in the event York County, after the public hearing set forth in Section 12.3, determines that Franchisee is in default of any provision of this Franchise, York County may:

12.4.1 Seek specific performance of any provision that reasonably lends itself to such remedy, as an alternative to damages; or

12.4.2 Commence an action at law for monetary damages or seek other equitable relief; or,

12.4.3 In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 12.5, or

12.4.4 Enforce the following liquidated damages for the following violations of this Agreement, because such violations will result in injury to York County, and because it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance:

12.4.4.1 For failure to comply with the records and reporting provisions as set forth in Section 8 of this Agreement or in Exhibit B ("Customer Service Standards"): Two hundred dollars (\$200.00) per day for each day the violation continues;

12.4.4.2 For failure to materially comply with the carriage of EG Access Channel(s) requirements as set forth in Section 5 of this Agreement: Three hundred dollars (\$300.00) per day for each day the violation continues;

12.4.4.3 For failure to materially comply with Customer Service Standards set forth in Section 7 of this Agreement: Two hundred dollars (\$200.00) per day for each day the violation continues, except where compliance is measured quarterly, in which case liquidated damages shall be as follows: (i) Franchisee shall be liable for liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each quarter in which such standards were not met if the failure was by less than five percent (5%); (ii) One Thousand dollars (\$1 ,000.00) for each quarter in which such standards were not met if the failure was by five percent (5%) or more but less than fifteen percent (15%); or, (iii) Two Thousand dollars (\$2,000.00) for each quarter in which such standards were not met if the failure was by fifteen percent (15%) or more; and,

12.4.4.4 For failure to materially comply with timely and full payment of the EG Capital Fee: One hundred fifty dollars (\$150.00) per day for each day the violation continues, in addition to the balance of such fees owed and applicable interest.

12.4.4.5 For purposes of any liquidated damages assessments, all similar violations or failures arising out of the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any single one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are deemed not cured as provided in Section 12.2.

12.4.4.6 The amount of all liquidated damages per annum shall not exceed fifteen thousand dollars (\$15,000.00) in the aggregate and Franchisee shall not be required to pay liquidated damages for violations that occur more than three (3) years in the past.

12.4.4.7 York County may reduce or waive any of the above liquidated damages if it determines, in its discretion, that such a reduction or waiver is in the public interest.

12.4.4.8 If a court of competent jurisdiction determines that liquidated damages cannot be imposed by this Agreement, York County may impose such penalties for violations of the terms of this Agreement as are permitted under applicable law.

12.5 Revocation:

12.5.1 Should York County seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 12.3. , York County shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event York County has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. York County shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

12.5.2 At the designated hearing, consistent with applicable federal and state law, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence consistent with applicable federal and state law, to compel the relevant testimony of persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing, the cost of which shall be shared by the Franchisee and York County.

12.5.3 Following the public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter York County shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. York County shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to affect any cure. If York County determines that the Franchise shall be revoked, York County shall promptly provide Franchisee with a written decision setting forth its reasoning. Franchisee may appeal such determination of York County to an appropriate court. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the determination of the franchising authority.

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

13 MISCELLANEOUS PROVISIONS

13.1 Actions of Parties: In any action by York County 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.

13.2 Binding Acceptance: This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

13.3 Preemption:

13.3.1 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 York County.

13.3.2 If, subsequent to the Effective Date, there is a change in federal 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 Agreement.

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

13.4 Interest on Unpaid Amounts: Interest on any unpaid amounts due and owing York County pursuant to this Agreement shall accrue at the legal rate set forth in Section 6.2-301 of the Virginia Code, as amended from time to time.

13.5 Rights Cumulative: All rights and remedies given to York County and Franchisee by this Franchise shall be in addition to and cumulative with any and all other rights or remedies, existing or implied, now or hereafter available to York County and Franchisee at law or in equity.

13.6 Governing Law: To the extent state law rather than federal law controls, this Franchise Agreement shall be governed in all respects by the law of the Commonwealth of Virginia.

13.7 Force Majeure: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, 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 Franchisee's capacity to perform, Franchisee shall perform to the maximum extent it is able to perform and shall take all reasonable steps within its power to correct such causes(s) in as expeditious a manner as reasonably possible.

13.8 Notices: Unless otherwise expressly stated herein, notices required under the Franchise shall be sent to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Franchisee shall be sent to:

Shenandoah Cable Television, LLC
500 Shentel Way
Edinburg, VA 22824
Attn: Industry Affairs & Regulatory

Notices to York County shall be sent to:

County Administrator
County of York
224 Ballard Street
Yorktown, Virginia 23690

With a copy to:

County Attorney, County of York
224 Ballard Street
Yorktown, Virginia 23693

13.9 Entire Agreement: This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and York County, and it supersedes all prior or contemporaneous agreements, representations or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

13.10 Amendments: Amendments to this Franchise shall be mutually agreed to in writing by the parties.

13.11 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.

13.12 Severability: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

13.13 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.

13.14 Single Point of Contact for York County: Franchisee shall provide York County with contact information for an individual who shall be the single point of contact for Franchisee on Cable Services and issues. Contact information shall include the contact's name,

address, business telephone and facsimile numbers, and e-mail address. If any contact information changes, Franchisee will inform York County as soon as reasonably possible.

13.15 Equal Employment Opportunity: Franchisee shall comply with all applicable federal and state laws and regulations regarding equal opportunity and nondiscrimination with respect to employment of all individuals, regardless of their race, color, religion, age, sex, national origin, sexual orientation or disability.

13.16 Communications with Regulatory Agencies: Upon request and subject to Section 8.3, Franchisee shall provide York County with a copy of any document filed by Franchisee or any of its Affiliates with any regulatory agency or other legislative body (other than publicly available agency mailings or publications) that materially or expressly pertains to the provision of Cable Services within York County.

13.17 Independent Review: York County 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.

13.18 Duplicate Originals: This Agreement may be executed in duplicate, and each such duplicate shall be deemed an original, and the parties may become a party hereto by executing any such duplicate, so long as such duplicate contains an original signature of both parties. This Agreement and any duplicate so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any duplicate hereof to produce or account for any other duplicate.

SIGNATURE PAGE FOLLOWS

Agreed to this ___ day of _____, 2021.

York County, VA

By: _____

Title: _____

Shenandoah Cable Television, LLC

By: _____

Title: _____

EXHIBITS

Exhibit A: Local Government Buildings to be Provided Courtesy Cable Service

Exhibit B: Customer Service Standards Exhibit

Exhibit C: Priority Buildout Area

EXHIBIT A

LOCAL GOVERNMENT BUILDINGS TO BE PROVIDED COURTESY CABLE SERVICE

1. New Quarter Park, 1000 Lakeshead Drive, Williamsburg, VA 23185
2. Fire Station #7, 5684 Mooretown Road, Williamsburg, VA 23188
3. Bruton High, 185 E Rochambeau Drive, Williamsburg, VA 23188-2121
4. Fire Station #3/Bruton, 114 Hubbard Lane, Williamsburg, VA 23185
5. Fire Station #5/Skimino, 2000 Newman Road, Williamsburg, VA 23185
6. Griffin-Yeates Center, 1490 Government Road, Williamsburg, VA 23185
7. Waller Mill Park, 907 Airport Road, Williamsburg, VA 23185

EXHIBIT B

CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise area.

SECTION 1. DEFINITIONS

- A. Respond: Franchisee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.
- B. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.
- C. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.
- D. Standard Installation: Installations where the subscriber is within one hundred fifty (150) feet of trunk or feeder lines.

SECTION 2. TELEPHONE AVAILABILITY

- A. The Franchisee shall maintain a toll-free Courtesy number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Franchisee representatives shall be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty (45) hours per week. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.
- B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.
- C. Franchisee may use an Automated Response Unit ("ARV") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.
- D. Under Normal Operating Conditions, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds once 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 percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

- E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.
- F. Beginning six (6) months after the Service Date, upon request from York County, but in no event more than once a quarter thirty (30) days following the end of each quarter, Franchisee shall report to York County the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:
 - (1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.1).
 - (2) Percentage of time customers received busy signal when calling the Shentel service center as set forth in Subsection 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to York County for review upon reasonable request.

- G. At Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. Franchisee shall notify York County of such a change at least thirty (30) days in advance of any implementation.

SECTION 3. INSTALLATIONS AND SERVICE APPOINTMENTS

- A. All installations will be in accordance with federal, state and local rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Franchisee-supplied equipment and Cable Service.
- B. The Standard Installation shall be performed within seven (7) business days after order has been placed. "Standard" Installations are those that are located up to one hundred fifty feet (150) from existing distribution system that does not require location of underground utilities and/or direct bore or trenching. Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis.
- C. 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 during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. 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. These hour restrictions do not apply to weekends.

- D. The Franchisee may not cancel an appointment with a Subscriber after Normal Business Hours on the business day preceding the appointment. If Franchisee's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, under Normal Operating Conditions the Subscriber will be contacted and the appointment rescheduled as necessary.
- E. Franchisee service representatives will have the ability to issue service credits, at Franchisee's sole discretion, to address customer complaints related to missed appointments.
- F. The Franchisee shall use due care in the process of installation and shall substantially restore the Subscriber's property to its prior condition. Such restoration shall be undertaken and completed within seven (7) business days after the damage is incurred.

SECTION 4. SERVICE INTERRUPTIONS AND OUTAGES

- A. The Franchisee shall notify York County of any Significant Outage of the Cable Service.
- B. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty four (24) hour period only after York County and each affected Subscriber in the Service Area have been given fifteen (15) business days prior notice of the proposed Significant Outage. Notwithstanding the forgoing, Franchisee may perform modifications, repairs and upgrades to the System between 12:01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual subscriber notice.
- C. Franchisee representatives who are capable of responding to Service Interruptions must be available to respond twenty-four (24) hours a day, seven (7) days a week.
- D. 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) Within twenty-four (24) hours, including weekends, of receiving subscriber calls respecting Service Interruptions in the Service Area.

- (2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or York County of a Cable Service Problem.
- E. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.
- F. The Franchisee shall meet the standard in Subsection E. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.
- G. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.
- H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

SECTION 5. CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by York County within five (5) business days. The Franchisee shall notify York County of those matters that necessitate an excess of five (5) business days to resolve, but those matters must be resolved within fifteen (15) business days of the initial complaint. York County may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Franchisee shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

SECTION 6. BILLING

- A. Bills will be clear, concise and understandable. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items the Communications Sales and Use Tax, and/or other taxes or governmentally imposed fees. The Franchisee shall maintain records of the date and place of mailing of bills.
- B. Every Subscriber with a current account balance sending payment directly to Franchisee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.
- C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6B. above.
- D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:
 - (1) The Subscriber pays all undisputed charges;
 - (2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and
 - (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.
 - (4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.
- E. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.
- F. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.
- G. The Franchisee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Franchisee may, at its discretion, permit payment by using a major credit card on a

preauthorized basis. Based on a Subscriber's credit history, at the option of the Franchisee, the payment alternatives may be limited.

SECTION 7. DEPOSITS REFUNDS AND CREDITS

- A. The Franchisee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to the Franchisee, or 3) who rent Subscriber equipment from the Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit the Franchisee may charge for Subscriber equipment is the cost of the equipment which the Franchisee would need to purchase to replace the equipment rented to the Subscriber.
- B. The Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The Franchisee shall pay interest on other deposits if required by law.
- C. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).
- D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.
- E. Bills shall be considered paid when appropriate payment is received by the Franchisee or its authorized agent. Appropriate time considerations shall be included in the Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8. RATES FEES AND CHARGES

- A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the failure of the Subscriber to

take reasonable precautions to protect the Franchisee's equipment (for example, a dog chew).

- B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 9. DISCONNECTION / DENIAL OF SERVICE

- A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.
- B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.
- C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history and credit worthiness via an external credit agency.
- D. Every notice of termination of Cable Service shall include the following information:
 - (1) The name and address of the Subscriber whose account is delinquent;
 - (2) The amount of the delinquency for all services billed;
 - (3) The date by which payment is required in order to avoid termination of Cable Service; and
 - (4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

SECTION 10. COMMUNICATIONS WITH SUBSCRIBERS

- A. All Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Franchisee shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable effort to account for all identification cards at all times. In addition, all

Franchisee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible.

The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

- B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.
- C. The Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Franchisee may be referred to York County.
- D. All notices identified in this Section shall be by either:
 - (1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or
 - (2) A separate electronic notification.
- E. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional charges (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups, disconnect fees or technical services charges. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee.
- F. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:
 - (1) Products and Cable Service offered;
 - (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Franchisee related to Cable Service;
 - (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Billing and complaint procedures, including the name, address and telephone number of York County.
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Franchisee practices and procedures for protecting against invasion of privacy;
and
- (9) The address and telephone number of the Franchisee's office to which complaints may be reported.

G. Franchisee shall provide a designated regional office located on the Virginia Peninsula accessible to Subscribers that provides customer services such as bill payment, equipment pick up or drop off and similar services. With regard to mobility-limited Subscribers, upon Subscriber request, Franchisee shall arrange for pickup and/or replacement of converters or other equipment at Subscriber's address or by a satisfactory equivalent (such as the provision of a mailer).

Exhibit C

Priority Buildout Area

