

CABLE TELEVISION FRANCHISE AGREEMENT

CITY OF ALTOONA

BLAIR COUNTY, PENNSYLVANIA

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the 11th day of July, 2018 by and between the City of Altoona, a municipality located in Blair County, Pennsylvania (hereinafter referred to as "Franchise Authority", "Franchising Authority", "Grantor" or the "City") and Atlantic Broadband (Penn), LLC (hereinafter referred to as "Grantee" or "Franchisee").

RECITALS

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

WHEREAS, the Franchising Authority is authorized to grant one or more nonexclusive, revocable, franchises to construct, operate, and maintain within the City a system for providing Cable Service, as defined herein;

WHEREAS, Grantee has requested renewal of an existing Franchise from the Franchising Authority authorizing the continued right to use the Franchising Authority's Public Ways to construct, install, maintain, upgrade and operate Grantee's Cable System within the Service Area; and

WHEREAS, the Franchising Authority has determined that the Grantee has the financial, legal, and technical ability which is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and it being the intention of the parties to be legally bound hereby, the Franchising Authority and Grantee agree as follows:

SECTION I
DEFINITION
OF TERMS

The parties hereto agree the following terms, phrases, words and their derivation shall have meaning given herein. When not inconsistent with the context, words used

in the present tense include the future, words in the plural number include the singular number, and the words in a singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (A) "Affiliate" means a Person or entity (i) with a direct or indirect ownership interest in the subject entity of five (5%) percent or more or which controls such interest, including forms of ownership such as general, limited, or other partnership interests, direct ownership interests, limited liability companies and other forms of business organizations and entities but, not including corporations, (ii) with a stock interest in the subject entity where the subject entity is a corporation and such stockholder or its nominee is an officer or director or who directly or indirectly owns or controls five (5%) percent or more of the outstanding stock, whether voting or non-voting; or (iii) which controls, is controlled by, or is under common control with Grantee or such Person or entity.
- (B) "City" is the City of Altoona, Blair County, Pennsylvania.
- (C) "Cable Act" means the federal Communications Act of 1934, as now or hereafter amended.
- (D) "Cable Operator" means any Person or group of Persons (a) who provides Cable Service over a Cable System directly or through one or more Affiliates; or (b) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.
- (E) "Cable Service" means the one-way transmission to subscribers of video programming or other programming service and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (F) "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of Section 621 (c) of the Cable Act 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;

- (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.
- (G) "Company" or "Grantee" means Atlantic Broadband (Penn) LLC or any Person who succeeds it in accordance with the provisions of this Agreement.
- (H) "Effective Date" means the date this Agreement becomes binding on all parties pursuant to Section 3.2.
- (I) "FCC" means Federal Communications Commission or successor governmental entity thereto.
- (J) "Final Order" means an order of the Federal Communications Commission, either through its own order or through action taken pursuant to delegated authority, with respect to which the time for filing for administrative or judicial review or for instituting administrative review *sua sponte* shall have expired without any such filing having been made or notice of such review having been issued; or in the event of such filing or review *sua sponte*, as to which such filing or review shall have been disposed of affirming the order and the time for seeking further review with respect thereto shall have expired without any request for such further relief having been filed.
- (K) "Franchise" means the initial authorization or renewal thereof, issued by the Franchising Authority to the Grantee, which authorizes the right to use and occupy the Public Ways for the purpose set forth in this Agreement.
- (L) "Franchise Authority" or "Franchising Authority" means the City of Altoona, Blair County, Commonwealth of Pennsylvania, or the lawful successor, transferee, or assignee thereof.
- (M) "Gross Revenues" means all revenues of Grantee or any Affiliates derived from the operation of the Cable System from Cable Services within the municipal boundaries of the City. Gross Revenues includes, by way of illustration and not limitation, regardless of the technology platform used or mode of transmission (as long as such technology platform or mode of transmission is for the provision of Cable Services over the Cable System within the City), revenue from the following: fee(s) charged to Subscribers for any type of Cable Service; fee(s) charged to Subscribers for any optional, premium, per-channel or per-program Cable Services; revenue from the sale or carriage of other Cable Services; charge(s) for installation, additional outlet(s), relocation, disconnection, reconnection,

and changes in service with respect to a Cable Service; fee(s) for leasing channels; fee(s) for video on demand; charge(s) for rental of any and all Cable Service equipment, including, but not limited to, converters and remote controls; recorders and playback equipment; advertising revenues; revenues from home shopping channels; sales of program guides; all music services; and franchise fees. The following revenues shall not be included within the meaning of Gross Revenues: (1) revenue of any Affiliate which is a cable channel supplier of programming and which supplies programming on a national basis to both the Grantee and to other cable operators which are not Affiliates; (2) the revenue of the Grantee or any Affiliate from the operation of a facility of a common carrier which is subject in whole or in part to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers, provided that the transmission of video programming over the Internet shall not be considered a cable system, unless determined otherwise by applicable law, in accordance with Section 10.1(E); (3) revenue and/or other payments received from programmers as consideration for carriage of programming on the System (4) revenue of Grantee or any Affiliate from the provision of information services, as defined in 47 U.S.C. § 153(20) and equipment used to provide such services, (5) interest income, (6) refunds and credits made to Subscribers, and (7) any tax, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, including the FCC User Fee and any PEG amounts recovered from Subscribers. Gross Revenues from advertising received by Grantee or by any Affiliate, shall be prorated based upon the proportion of the number of City subscribers as compared to the number of total subscribers to which such advertising is delivered by Grantee and its Affiliates. "Gross Revenues" shall include amounts earned in any period, regardless of: (i) whether the amounts are paid in cash, in trade, or by means of some other benefit to Grantee or its Affiliates; (ii) whether the goods or services with which the revenue is associated are provided at cost or the revenue amount can be matched against an equivalent expenditure; (iii) how the amounts are characterized, separately identified, or accounted as being for goods, services or fees to be paid to government entities; and/or (iv) whether the amounts are initially recorded by Grantee or its Affiliates. "Gross Revenues" shall not be a net of (a) any operating expense; (b) any accrual, including, without limitation, any accrual for commissions; or (c) any other expenditure, regardless of whether such expense, accrual or expenditure reflects a cash payment; revenues from the sale of a capital asset not in the ordinary course of business are excluded. "Gross Revenues" do not include revenues recorded as received but which are "bad

debt”, but includes any recoveries of bad debt. Bad debt that is excluded from Gross Revenues shall include actual bad debt incurred, not an accrual of bad debt for accounting purposes. Any recovery of bad debt shall be included in Gross Revenues. Gross Revenues shall not be double counted, viz., Gross Revenues which have been included as Gross Revenues of both Grantee and an Affiliate but which sum is included in Gross Revenues due solely to a transfer of funds between Grantee and the Affiliate shall not be counted for purposes of determining Gross Revenues. In the event Subscriber purchases from Company a package of services, Gross Revenues shall be determined based on a pro rata application of the package discount (i.e. the total price of the individual components at advertised rates compared to the package price) applied to the Cable Service portion of the revenues determined at advertised rates, except in the case of promotional activities. The mere fact that Company offers a bundled package shall not be deemed a promotional activity. Should Company not offer any component of the bundled package separately, Company shall declare a stated value for each such component based on reasonable comparable prices for the product or service for the purpose of determining Gross Revenues based on the pro rata application described above.

- (N) “Internet” means a global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardized communication protocols.
- (O) "Person" means an individual, partnership, association, limited liability company, joint stock company, trust, corporation, or other legal entity recognized by the Commonwealth of Pennsylvania.
- (P) "Public Way" means the surface of, and the space above and below, any public street, highway, turnpike, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Grantee to use thereof for the purposes of installing, operating, maintaining or repairing such Cable System over poles, wires, cables, conductors, ducts, conduits, pedestals, vaults, manholes, amplifiers,

appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

- (Q) "Service Area" means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.
- (R) "Street, Highway" shall mean all public rights of way and public grounds or waters within or belonging to the City, including but not limited to streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, and alleys.
- (S) "System" shall mean the Cable System operated and maintained by the Grantee in the City.
- (T) "Subscriber" means a person or user of the Cable System who lawfully receives or has received Cable Services therefrom with Grantee's express permission within the Service Area.

SECTION II GRANT OF NON-EXCLUSIVE FRANCHISE

- 2.1 GRANT. Grantee hereby acknowledges and accepts the legal right of the City to issue this Franchise. Subject to the terms and conditions of this Agreement, the City hereby grants to the Grantee the right to use and occupy the Public Ways for the purpose of providing Cable Service. This Franchise shall constitute a right and an obligation to operate a Cable System to provide Cable Services. This Franchise shall grant no authority for the Grantee to use and occupy the Public Ways for any purpose other than the operation of a Cable System. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement. This Agreement does not confer any rights other than as expressly provided herein.
- 2.2 NON-EXCLUSIVE GRANT. The right to use and occupy said Public Ways, as defined above, for the purpose herein set forth shall not be exclusive in Grantee. However, the Franchise Authority shall require a franchise agreement for any other person, as defined above, engaging in the Cable Service business within any portion of the City. If the Franchise Authority grants a subsequent Cable Service Franchise that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to the Grantee, then the Grantee may request an amendment to this Agreement to provide the Grantee with competitive equity. If

the Franchise Authority agrees with the Grantee that, when taken as a whole upon consideration of all of its material obligations, the subsequent Cable Service Franchise is more favorable or less burdensome (which agreement shall not be unreasonably withheld, conditioned or delayed), then Franchise Authority and the Grantee shall modify this Agreement to provide the Grantee with such competitive equity. Notwithstanding the foregoing, the parties acknowledge that prior to the Effective Date, the Franchise Authority granted certain franchise rights to Ntelos, which will not implicate the foregoing clause.

SECTION III TERM OF FRANCHISE

- 3.1 TERM. Unless terminated sooner in accordance with other provisions of this Agreement, the Franchise granted pursuant to this Agreement shall commence on the Effective Date as set forth in Section 3.2 and continue for a term of ten years (the "Term").
- 3.2 ACCEPTANCE; EFFECTIVE DATE. The Effective Date shall be the date on which the Agreement is approved by the City. Immediately upon the taking effect of this Agreement, the prior franchise granted to Grantee shall be superseded and of no further force and effect; provided, however, vested rights relating to billings and the City's right to accrued franchise fees or other fees through the date of termination shall not be affected thereby. Notwithstanding the foregoing, any payments (including franchise fees and PEG contributions) made by Grantee to the Franchising Authority under the previous franchise agreement that relate to periods after the Effective Date shall be used to offset payments made hereunder, so that Grantee shall not be required to pay under both agreements for the same period.

SECTION IV STANDARDS OF SERVICE

- 4.1 CONDITIONS OF STREET OCCUPANCY.
- (A) All transmission and distribution structures, poles, other lines, and equipment ("Facilities") installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said Public Ways. Grantee shall not have the right to place, nor shall it place, any additional Facilities within or upon the Public Ways without first making application therefor and receiving Franchising Authority's permission to

do so. The provisions of this section shall not require the Franchising Authority's consent for Grantee to attach cable television subscriber drops.

- (B) In constructing, operating and maintaining the system, Grantee shall at all times comply with this Agreement and all applicable laws and regulations.
- (C) Equipment used for the distribution system, headend and reception facilities shall be of good and durable quality and be serviced and repaired on a regular basis.
- (D) Grantee shall provide to subscribers, upon request, parental control devices that allow any channel to be locked out. Such devices shall block both the video and the audio portion of such channels.
- (E) Grantee shall conduct and approve a due diligence background check, including Act 34 clearance on each of its prospective employees and independent contractors who will be in contact with a customer's or prospective customer's premises prior to his or her engagement. Grantee shall cause each subcontractor which is not a natural person to do same. Grantee shall provide a standard identification document to all employees, including employees of subcontractors, who will be in contact with the public. Such documents shall include a telephone number that can be used to verify identification. In addition, Grantee shall use its best efforts to clearly and prominently identify with the name of Grantee all field personnel and vehicles that are operating under the authority of Grantee.

4.2 RESTORATION OF PUBLIC WAYS. If during the course of Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Grantee, it shall, at no cost to Franchise Authority, replace and restore such Public Way to a condition which existed immediately prior to such disturbance and in a manner approved by the Franchising Authority. Unless expressly stated, nothing in this Franchise shall alter any requirements of the codes and ordinances of the City including, but not limited to those relating to pole attachment, street use permits, fees, taxes, or construction requirements or schedules. Upon its receipt of notice so to do, the Grantee shall, at no cost to Franchising Authority, replace and restore such Public Way to a condition which existed immediately prior to such disturbance and in a manner approved by the Franchising Authority within a reasonable period of time not to exceed five (5) business days after receipt of such notice. Upon the failure of the Grantee to complete any such work, the Franchising Authority, at its option, may cause such work to be done, and the Grantee shall pay the Franchising Authority the reasonable cost thereof in the itemized amounts reported by the Franchising Authority to Grantee within thirty (30) days after receipt of such itemized report.

4.3 RELOCATION AT REQUEST OF FRANCHISING AUTHORITY. Upon its receipt of reasonable advance notice except under exigent circumstances the

Grantee shall, at its own expense, locate, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way or other property owned by the Franchising Authority, any property of the Grantee when lawfully required by Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority; provided, however, the Grantee in all such cases shall share proportionately with utility companies in any Federal, State, or County funds awarded to Franchising Authority specifically for any of the purposes enumerated above. Nothing in this section shall be construed to require Franchising Authority to make application for or seek a grant for any funds. Upon the failure of the Grantee to commence, pursue, or complete any work required by law, (or by the provisions of Grantee's franchise, or any other applicable Federal, State or local law, ordinance, rule or regulation) to be done in any Public Way or other public place within the time prescribed, by written advance notice to Grantee, which time shall be reasonable with respect to the circumstances, and in no event less than thirty (30) days, and to the satisfaction of the Franchising Authority, the Franchising Authority, at its option, may cause such work to be done, and the Grantee shall pay to Franchising Authority the actual cost thereof in the itemized amounts reported by the Franchising Authority to the Grantee within thirty (30) days after receipt of such itemized report. But, the Grantee, upon prior approval of the Franchising Authority, may elect to abandon any or all of its underground property, which prior approval shall not be unreasonably withheld.

4.4 RELOCATION AT REQUEST OF THIRD PARTY. The Grantee shall, on the request of any person holding a requisite lawful permit issued by the Franchising Authority, temporarily raise or lower its wires to permit the moving of any equipment, building, material or otherwise, provided: (a) the expense of such temporary raising or lowering of wires is paid by said person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary wire changes.

4.5 TREES AND SHRUBBERY. The Grantee will have the right, with the prior approval of the Grantor and its designated public works department, except in emergency circumstances, to remove, trim, cut and keep clear of Grantee's poles, wires, or cables, the trees in and along the streets of the Grantor, but in the exercise of such right, the Grantee will not cut or otherwise injure said trees to any greater extent than it is reasonably necessary for the continued integrity of Grantee's poles wires or cables. Trimmers shall possess a valid Arborist license issued by the Grantor of Altoona Department of Codes and Inspections and shall trim trees according to the standards of the Shade Tree Ordinance #5223 adopted 01/08/92 or any subsequent Shade Tree Ordinances or amended Ordinances. Upon approval from the Grantor and its public works department, all trimmers shall notify the

Grantor Clerk in writing of the neighborhoods they will be working in to include dates, times and work to be performed.

- 4.6 USE OF GRANTEE'S EQUIPMENT BY FRANCHISING AUTHORITY. Except as already set forth in this Agreement and subject to any applicable State or Federal regulations or tariffs, the Franchising Authority shall have the right to request the additional use of any poles or conduits controlled or maintained exclusively by or for the Grantee in any Public Way; provided that (a) such use by the Franchising Authority does not interfere with a current or future use by the Grantee; (b) the Franchising Authority holds the Grantee harmless against any and from all claims, demands, costs, or liabilities of every kind and nature whatsoever arising out of such use of said poles or conduits, including, but not limited to, reasonable attorneys' fees and costs but for claims and damages arising out of the willful or negligent acts caused by Grantee, and, (c) at Grantee's sole discretion, the Franchising Authority may be required either to pay a reasonable rental fee or otherwise reasonably compensate Grantee for the use of such poles, conduits or equipment; provided, however, that Grantee agrees that such compensation or charge shall not exceed those paid by it to public utilities pursuant to the applicable pole attachment agreement, or other authorization, relating to the Service Area.
- 4.7 SAFETY REQUIREMENTS. Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All cable, wires, conductors and other components, elements and parts of the Cable System shall be installed, where possible, parallel with and in the same manner as electric and telephone lines. All such work shall be performed in accordance with applicable safety code or technical requirements, including, but not limited to, National Electrical Safety Code (National Bureau of Standards); National Electrical Code (National Bureau of Fire Underwriters); and the Standards of Good Engineering Practices for measurements on Cable Television (National Cable Television Association); and applicable FCC or other Federal and State regulations. Multiple cable wires, lines, fiber optic cable, waveguides or other similar facility configurations shall be arranged in parallel and bundled with due respect for engineering considerations. The Cable System shall not endanger or interfere with the safety of persons or property in the Service Area. In particular, Grantee shall comply with all Federal laws or regulations which govern cable plant signal leakage or interference with communications media. Any antenna structure used in the Cable System in the Service Area shall comply with all construction, marking, and lighting of antenna structure requirements of the United States Department of Transportation (Federal Aviation Administration) and the FCC. If, at any time, it is determined by the Franchising Authority or any other agency or authority of competent jurisdiction that any part of the Cable System in the Service Area, including, without limitation, any means used to distribute Cable Service, are harmful to the health and safety of any

person, then upon notice to Grantee, the Grantee shall, at its own cost and expense, promptly correct all such conditions.

- 4.8 AERIAL AND UNDERGROUND CONSTRUCTION. In those areas of the Service Area where all of the transmission or distribution facilities in the form of cables, wires, lines, fiber optic cable, waveguides or other similar facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. If at any time Franchising Authority determines that existing wires, cables or other like facilities of all public utilities anywhere in the Service Area shall be changed from an overhead to an underground installation, the Grantee shall also, upon at least sixty (60) days written notice from the Franchising Authority and at no expense to the Franchising Authority, convert its Cable System to an underground installation, provided, however, to the extent permitted by applicable law, the Grantee in all such cases shall share proportionately with utility companies in any Federal, State, or County funds awarded to Franchising Authority specifically for any of the purposes enumerated above. Nothing in this section shall be construed to require Franchising Authority to request any such utility relocation grants. Ground-mounted appurtenances, such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, or other related equipment may be mounted, installed and maintained unless they are harmful to the health and safety of any person. Grantee's design and engineering specifications shall reasonably take into account the existing landscaping of the property.
- 4.9 REQUIRED EXTENSIONS OF SERVICE. Subject to Section 4.11, Grantee shall offer Cable Service to all Persons within the Service Area. Whenever the Grantee shall receive a written request for Cable Service from a Person in the Service Area, Grantee shall, within ninety (90) days of receipt of such request(s) and the completion of all utility make-ready work, extend its Cable System to such Person(s).
- 4.10 INSTALLATION OF SERVICE. All installation of Cable Service shall be performed in a workmanlike manner, using materials of good and durable quality with due regard to the preservation and protection of existing structures. All work to be performed in, on, or about the dwelling or structure of a Subscriber

or potential Subscriber shall be performed with the consent of such Subscriber or potential Subscriber.

- 4.11 GEOGRAPHICAL COVERAGE. Grantee will provide service to all areas within the Service Area with a minimum density of twenty-five (25) homes per mile and where at least fifty percent (50%) of those residences agree to subscribe to the Grantee's Cable Service. Throughout the term of the Franchise, Grantee will extend service to newly developed areas within one hundred twenty (120) days of the completion of all utility make-ready work, or such further time as is necessitated by inclement weather, permitting processes or personnel availability, after a request is made for service to the area and the area has a minimum density of twenty-five (25) homes per mile (where at least fifty percent (50%) of those residences agree to subscribe to the Grantee's Cable Service. Other areas not meeting the minimum standard may receive Cable Services by agreement with the Grantee based on a proportional cost for extension of the System in an amount based on the cost of labor and materials only and less the standard cost that would be attributed to a household in any area having a standard of twenty-five (25) homes per mile.
- 4.12 SERVICE TO PUBLIC BUILDINGS. The Grantee shall provide without charge Cable Service comprised of one connection and (1) outlet of Basic and Expanded Service, in either analog or digital format (excluding any additional service tiers, premium, or pay-per-view programming) including any equipment necessary to receive that service to each of the Franchising Authority's owned and occupied municipal buildings, fire, emergency medical service, police stations and the Blair County 911 Center, libraries, and non-profit elementary and secondary school buildings that are located in the Service Area and are within one hundred twenty-five (125) feet of the Cable System. Such service shall be provided to all such locations receiving service on the Effective Date and to all such locations which may exist during any time during the Term. Notwithstanding anything to the contrary set forth in this Section 4.12, the Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said building or premise exceeds one hundred twenty five (125) feet unless the appropriate entity agrees to pay the incremental cost of such drop line in excess of one hundred twenty five (125) feet. In the event that additional outlet(s) are provided to such buildings, the building owner shall pay the usual installation and service fees associated therewith.
- 4.13 EMERGENCY USAGE. Grantee shall comply with emergency or disaster notification requirements of the Federal Communications Commission and State and local emergency or disaster agencies.
- 4.14 TECHNICAL PERFORMANCE AND STANDARDS. All performance and technical standards governing construction, reconstruction, installation, operation, testing, maintenance and dismantling of the Cable System provided

herein shall be in accordance with all FCC and other Federal laws, ordinances and regulations.

4.15 RETURN LINES, "PEG" CHANNELS. Consistent with applicable federal law, Grantee shall offer the following access channels to each of its Subscribers who receive all or any part of the Cable Services offered on the Cable System. Franchising Authority agrees that such channels shall not contain more than thirty (30) minutes of commercial advertisements per week, provided that sponsorships shall be permitted.

(A) In accordance with Section 611 of the Cable Act (47 U.S.C. § 531), the Grantee shall provide as of the Effective Date two (2) video channels to be designated for public, educational and governmental (PEG) use. One (1) Channel will be used exclusively for public access and government access, and one (1) channel shall be used exclusively for educational access programming. Nothing in this Franchise shall obligate Grantee to provide such channels to subscribers not located in the Service Area. Grantee shall suspend carriage of the PEG channels to subscribers in the Service Area upon receipt of notice so to do from the Franchising Authority delivered to Grantee no less than ninety (90) days of the date of suspension, provided that Logan Township, Altoona and Hollidaysburg all agree to suspend carriage of the PEG channels to subscribers. Such notice shall advise Grantee of the duration of the suspension. Franchising Authority shall have the right to exercise such suspension at any time and from time to time during the term of this Franchise.

(B) Upon demonstration, by the Oversight Committee (a committee created by the franchise authorities of Logan Township, Altoona, and Hollidaysburg to serve in an advisory capacity to the City of Altoona with regard to said City's obligation to administer, enforce and coordinate PEG programming and the use of the PEG Channels), that an access channel is in use with audio-video programming and character-generated programming during the weekdays (Monday-Friday), for seventy-five percent (75%) of the time, between 7:00 a.m. and 10:00 p.m., prime time, for six (6) consecutive weeks, and there is a request for use of up to one more additional access channel made by the City of Altoona to the Grantee, for the same purposes, Grantee shall have six (6) months from the date of such request in which to provide that one additional access channel dedicated for the same purpose, but in no event shall there be a total of more than three (3) channels required for PEG use. In calculating such use of an access channel:

- a. Character generated programming shall be included, up to two (2) hours per day during prime time.
- b. Repeat programming shall be limited to one (1) additional airing during prime time.

- (C) At Grantee's sole cost and expense, program origination signal input points and equipment shall be made available by Grantee at the following locations for program origination on the access channels.

Public Access	Altoona City Hall and City of Altoona Training Facility and Council Chambers
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Governmental Access	Altoona City Hall and City of Altoona Training Facility & Council Chambers
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Educational Access	Altoona City Hall and City of Altoona Training Facility and Council Chambers
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- (D) The Oversight Committee will serve in an adviser capacity to the City of Altoona regarding the City's responsibility for administration, enforcement, and coordination of public, educational, and governmental access channels for the City of Altoona, Logan Township and the Borough of Hollidaysburg, to be exercised in a manner not inconsistent with the provisions set forth in this Franchise. At the request of the City of Altoona, Grantee shall assist in the development and implementation of reasonable rules and procedures relating to equipment, facilities, and programming for the access channels. All equipment that has been acquired at the direction of the City of Altoona shall be owned by said City.
- (E) No charges may be assessed by Grantee for access channel time or playback of programming on the access channels.

4.16 ADDITIONAL REQUIREMENTS REGARDING ACCESS CHANNELS.

- (A) The access channels will be provided to all Subscribers by Grantee as a part of the Basic Cable Service, as defined by federal law.
- (B) The location of the access channels on the Cable System shall not be changed without thirty (30) days' notice to the Franchising Authority.
- (C) Grantee shall insure that all access channels meet the technical standards and other requirements of the FCC; provided, however, the Grantee shall not be responsible for defects, flaws or other impairments in the programming delivered to the Grantee.
- (D) Grantee shall provide funds in the aggregate over the term of this Franchise

for the City of Altoona to be used for production facilities and equipment for access channels in the following manner:

- a. Grantee shall provide funds to the City of Altoona for acquisition or maintenance of production facilities and equipment for the Access Channels in the following manner: an annual amount of seventy two thousand one hundred dollars (\$72,100), at eighteen thousand twenty five dollars (\$18,025) to be paid quarterly. Grantee shall be obligated to make these payments only to City of Altoona.
 - b. At any time and from time to time, upon no less than one hundred eighty (180) days advance notice to Grantee, the City of Altoona may elect to reduce and accept a lower amount of payment from Grantee. Grantee shall have the right at any time and from time to time during the Term to request a meeting with Franchising Authority and the Oversight Committee to review the PEG-related needs of the community in light of the costs, and Franchising Authority agrees to cooperate with Grantee to determine whether a reduction in the amount of the foregoing PEG grants may be warranted in the event that the PEG-related needs of the community decrease and/or the number of Grantee's subscribers materially decrease as determined by all parties.
 - c. Grantee shall not deduct the amounts paid in accordance with this Section from Franchise Fee payments to the Franchising Authority, but maintain the right to itemize as outlined under Federal law. Notwithstanding the foregoing, in the event that the amount of the franchise fee payments required to be made by Grantee hereunder is increased by the Franchising Authority, pursuant to Section 10.1(A) or Section 10.1(E), then Grantee shall be entitled to deduct the amounts paid in accordance with Section 4.16(D) from the increased Franchise Fee payments made for Internet services, if applicable, or payments made in excess of five percent (5%) of Gross Revenues by Grantee, in accordance with applicable law.
- (E) To the extent permitted by federal law, the Grantee may identify as a separate line item on each regular bill of each Subscriber the access channel support payments as provided in this Section. Inclusion of surrounding communities within the purview of the Oversight Committee will be dependent upon concurrence of the City of Altoona and each particular community. In addition, to the extent permitted by federal law, the Grantee may identify an additional amount on each Subscriber's invoice attributable to the Grantee's cost of furnishing program origination signal input points and equipment required by this Franchise, provided

any such additional amount is computed in compliance with requirements of the Federal Communications Commission.

4.17 RIGHTS TO PEG PROGRAMMING.

Grantee shall have no rights to access channel programming by virtue of cablecasting or distributing such programming over its Cable System. All rights to programming content and intellectual property of any type transmitted by Grantee shall remain the property of the owner, regardless of the individual or entity requesting transmission. No intellectual property transmitted over access channels or bandwidth shall be retransmitted by Grantee or any Affiliate in whole or in part without the consent of its owner.

4.18 SENIOR CITIZEN BENEFITS.

Grantee shall offer senior citizen Subscribers a discount off the rate for Basic Cable Service of no less than five percent (5%) per month. Subscribers shall qualify for this discount if they are aged sixty-five (65) years or over.

4.19 LOCAL OFFICE.

Grantee shall maintain a customer service center within the Service Area that shall include a place where Subscribers may pay their bills. Such service center shall be open at least during times which most businesses in the community are open to serve customers. In all cases, such times will include some evening hours at least one night per week and/or some weekend hours.

SECTION V
SYSTEM
CAPABILITY

Grantee shall monitor technological developments in the cable communications industry and within sixty (60) business days of receipt of a written request from the Franchising Authority, made no earlier than the fifth year of the Franchise term, provide detailed information to the Franchising Authority about Cable Services offered by Grantee in "similarly situated" cable systems of the same size as the Cable System in the Service Area. For purposes of this subsection, "similarly-situated" cable systems shall mean those cable systems owned and operated by the Grantee. If such Cable Services are not also being offered on Grantee's Cable System in the Service Area, Grantee shall provide information to the Franchising Authority as to why such Cable Services are not being offered, and the cost of supplying such Cable Services in the Service Area. If the identified Cable Services are being offered to Subscribers by Grantee in seventy-five percent (75%) or more of the "similarly-situated" Cable Systems, the Franchising Authority may request that Grantee make such Cable Services available on the Cable System in the Service Area.

Should the Franchising Authority request that Grantee provide such Cable Services in the Service Area, the Franchising Authority shall first follow the following procedure:

1. Hold at least two (2) public hearings to enable Grantee and the public the opportunity to comment on the requirement of the additional Cable Services; and
2. The Franchising Authority and Grantee must agree on the basis of the report submitted by Grantee and the public hearings held that:
 - (i) The provisions of the additional Cable Services are technologically feasible;
 - (ii) The provision of the additional Cable Services are economically consistent with allowing Grantee a reasonable likelihood of the Cable System being operated on a reasonably profitable basis over the remaining term of the Franchise, taking into consideration FCC rules regarding amortization of capital equipment and similar costs and rates of return, as they may exist on the Effective Date;
 - (iii) The provision of the additional Cable Services will serve the community needs and interests of Subscribers, local institutions, local programmers, and other customers interested in Cable Services in the Service Area; taking into account the costs to Subscribers associated with those needs and interests.
 - a. The Franchising Authority may not request the provision of the additional Cable Services if the Grantee is subject to effective competition, as that term – effective competition- is defined by the FCC or applicable law.

If it is ultimately agreed upon by Franchising Authority and Grantee that the criteria set forth in Section 2 above are met, then Grantee and the Franchising Authority agree to negotiate in good faith as to the deployment of the additional Cable Services and an extension of the term of the Agreement. The Franchising Authority recognizes that it is not permitted to require the provision of specific video programming services pursuant to this subsection.

SECTION VI SYSTEM DESIGN

6.1 SPECIFICATIONS.

- (A) Grantee's Cable System shall use at least 750 MHz equipment of high quality and reliability capable of delivering a minimum of 100 downstream channels, and shall also be capable of two-way interactive services.

- (B) Grantee shall use equipment and components generally used in high quality, reliable, systems of similar design and which are capable of passing through signals received at the headend with a minimum of alteration or deterioration.
 - (C) Grantee's system shall be capable of cablecasting digital technology by utilizing digitally compressed signal technology.
 - (D) Grantee shall comply with the rules of the FCC concerning the compatibility of its equipment with consumer electronic equipment.
- 6.2 STAND-BY POWER. The headend, all hubs, and all nodes shall have standby power as follows:
- (A) Grantee shall provide standby power for headend which shall fully power the headend for a minimum of eight hours in the event of a loss of commercial power. This standby power system shall be automatically switched online in the event of a power loss.
 - (B) Grantee shall provide standby power for all hubs which shall fully power such hubs for a minimum of two (2) hours in the event of a loss of commercial power. This standby power system shall be automatically switched to back up batteries.
- 6.3 MAPS. Upon written request of the Franchising Authority, copies of "strand" maps, showing the location of the facilities in the Public Ways will be provided to the Franchising Authority by Grantee. The Franchising Authority recognizes that the Grantee considers this information confidential and proprietary. The Franchising Authority shall keep this information confidential so long as it is permitted to do so under applicable law. Grantee shall maintain on file at a location in Blair County for the Franchising Authority to review and copy at the expense of Grantee a current "strand" map or set of "strand" maps showing all facilities installed or in place. Such strand maps shall not include any cable or fiber design - only support wire routes identifying poles to which Grantee is attached and underground routing between pedestals.

SECTION VII SALE AND TRANSFER

The Franchise herein granted is personal to the Grantee. The Franchise cannot be transferred, leased, assigned or disposed of as a whole, or in part either by sale of stock, forced sale, merger, consolidation, management agreement, change in control of Grantee, or otherwise (a "Transfer") without prior written consent of the Franchising Authority,

which consent shall not be unreasonably withheld, expressed by ordinance or resolution and then only under such conditions as may be therein prescribed. Transfer to an entity which controls, is controlled by, or is under common control of Grantee shall not require the prior written consent of the Franchising Authority, as aforesaid, but shall require no less than thirty (30) days advance written notice to the Franchising Authority.

SECTION VIII COMPLIANCE AND MONITORING

8.1 TESTING FOR COMPLIANCE.

- (A) Upon request of the Franchising Authority, the Grantee shall furnish to the Franchising Authority a copy of any technical test performed on the Cable System in Grantee's possession at no cost or expense to the Franchising Authority.
- (B) The Franchising Authority may observe technical tests of the Cable System requested by the Franchising Authority and performed by Grantee during reasonable times and in a manner which does not unreasonably interfere with the normal business operations of the Grantee or the Cable System in order to determine whether or not the Grantee is in compliance with the terms hereof and all applicable laws, ordinances, rules and regulation.

8.2 BOOKS AND RECORDS. In addition to rights of inspection and copying otherwise set forth in this Agreement, the Grantee agrees that the Franchising Authority may, upon thirty (30) days written notice not more frequently than once every forty-eight (48) months, review and/or copy such of its books and records strictly limited to those records which involve the previous forty-eight (48) month period, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Agreement. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Grantee shall deliver to Franchising Authority, at the Franchising Authority's principal place of business, the physical documents or in an electronic format reasonably acceptable to Franchising Authority. The Franchising Authority shall keep information confidential so long as it is permitted to do so under applicable law. Grantee shall not be required to provide subscriber information in violation of Section 631 of the Cable Act [47 USC § 551]. The Franchising Authority agrees to treat as confidential any books; records or maps that constitute proprietary or confidential information to the extent Grantee makes the Franchising Authority aware of such confidentiality. If the Franchising Authority believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance

so that Grantee may take appropriate steps to reasonably protect its interests. The Franchising Authority agrees that, to the extent permitted by state and federal law in the sole opinion of the Franchising Authority, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

- 8.3 REPAIR NOTIFICATION. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments or installation, Grantee shall do so at such time as will cause the least amount of inconvenience to subscribers. The requirements for maintenance of equipment contained in this provision shall not apply to the subscriber's television receiver.
- 8.4 REFUNDS AND CREDITS. In the event of a total service interruption for any reason, other than Force Majeure as defined at Section 12.5, Cable System maintenance, provided that such maintenance does not exceed six (6) hours, or due to a problem solely caused by a Subscriber, or with the prior consent of the Franchising Authority, Grantee shall upon customer request reduce the invoice of that Subscriber on a pro-rata basis dependent on the number of hours for which service was interrupted. This reduction shall be applied to the Subscriber's invoice no later than the second billing month following the month in which the service interruption occurred.

SECTION IX CHANNEL PACKAGING

Grantee shall make available programming to Subscribers in broad categories, which shall, at a minimum, include the following:

News and Public Affairs
Sports Weather Music Entertainment
Family Programming
Children's Programming
Exercise, Health and Physical Fitness
Special Events Programming

SECTION X REGULATION BY FRANCHISING AUTHORITY

10.1 FRANCHISE FEE.

- (A) Unless reduced or waived by the Franchising Authority, Grantee shall pay

to Franchising Authority a franchise fee equal to five (5%) percent of annual "Gross Revenues." Said franchise fee may be increased at the sole and exclusive election of the Franchising Authority to an amount not to exceed the maximum amount allowed by law in such increments and in such amounts as the Franchising Authority may elect, upon one hundred eighty (180) days prior written notice to the Grantee. Franchising Authority reserves the right to change such amount one or more times (but not more than twice in any calendar year) and the failure to make any such election shall not constitute a waiver hereunder.

- (B) The franchise fee shall be assessed on a calendar quarterly basis and shall be payable to the Franchising Authority no later than forty-five (45) days after the expiration of the calendar quarter for which payment is due. Grantee shall file a complete and accurate verified statement certified as true and correct by a representative of Grantee, authorized to make such certification, explaining how the payment was calculated. Said statement shall include information as of the last day of such calendar quarter regarding the number of Subscribers for each service tier or other service, the rate charged for each, the amount of revenue collected for each during the applicable calendar quarter and a breakdown by category of revenue from all other sources of Gross Revenues. Said statement shall accompany each payment. Upon request by the Franchising Authority, Grantee shall provide such additional information as may be reasonably required to verify the accuracy of the franchise fee payment.
- (C) Grantee shall keep accurate books of account, in an electronic format, which shall clearly support the calculation of franchise fees and describe in sufficient detail the amounts attributable to each specific component of Gross Revenues. Such books of account and all supplemental information and source documents strictly limited to those necessary to verify compliance with the franchise fee requirement herein including, but not limited to, any third party remittances, shall be made available to the Franchising Authority and its authorized representatives for examination at any time during regular business hours on thirty (30) days prior written notice from time to time for the purpose of verifying or identifying franchise fees owed to the Franchising Authority. Where in the opinion of the Franchising Authority they are reasonably necessary to verify or supplement Grantee's records, the Grantee shall exercise its best efforts to obtain financial records of Affiliates for the Franchising Authority. Franchising Authority shall have the right to examine and to recompute any amounts determined to be payable under this or any other section provided, however, that such examination shall take place within forty-eight (48) months following the close of each of Grantee's fiscal years. Any additional amount due to Franchising Authority as a

result of the examination shall be paid within sixty (60) days following written notice to Grantee by the Franchising Authority, which notice shall include a copy of the examination report. In the event that said examination determines that funds are owed to the Franchising Authority in an amount equal to or greater than five (5%) percent of the franchise fee actually paid to the Franchising Authority for the period of time under examination, the cost of said examination, at the election of the Franchising Authority, shall be borne by the Grantee.

- (D) In the event that any franchise fee or other payment is not made or the requisite documentation and certification is not provided on or before the applicable dates heretofore specified, interest shall be compounded daily and set at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, if lower. Any amount recomputed to reflect correct payment due shall bear interest as described from the date such payment was originally due.
- (E) Section 622(b) of the Communications Act of 1934, as amended, (47 U.S.C. Section 422), presently provides that for any twelve (12) month period, the franchise fees paid by the cable operator with respect to any cable system shall not exceed five (5%) percent of such cable operator's gross revenues derived in such period from the operation of the cable system to provide cable services. In March, 2002, the FCC issued a Declaratory Ruling that Internet service is not Cable Service. In February 2015, the FCC issued a Rulemaking declaring that Internet service is a telecommunications service under Title II of the Communications Act. At present, revenues from Internet service shall not be included within the definition of Gross Revenues. In the event, however; it should be determined by a Final Order of the FCC, a court of competent jurisdiction having personal and subject matter jurisdiction over the parties issues a final, non-appealable decision, or Congressional legislation enacted into law that Internet service is a Cable Service, then from that time forward, Internet service shall be included within the definition of Gross Revenues.

SECTION XI
INSURANCE, INDEMNIFICATION AND BONDS OR
OTHER SURETY

11.1 INSURANCE REQUIREMENTS.

- (A) As of the Effective Date, the Grantee will, at Grantee's sole expense, maintain during the entire term of this Franchise public liability insurance with a company licensed to do business in the State of Pennsylvania with a

rating by Best of not less than "A," except that the period of time for the Grantee to secure a company with a rating by Best of not less than "A," not to exceed ninety (90) days, that will protect the Grantor and the Grantor's officials, officers, employees, and agents from claims which may arise from operations under this Franchise, unless such operations are due to the negligence of the Grantor, Grantor's officials, officers, directors, employees, or agents. This liability insurance will include, but will not be limited to, protection against claims arising from bodily and personal injury, and damage to property resulting from the Grantee's automobiles, products, and completed operations. The amount of such insurance will be not less than the following and shall be periodically adjusted to reflect inflation and liability limits applicable to municipalities in the State of Pennsylvania:

1. General liability insurance:

Bodily injury per Person	\$1,000,000
Bodily injury per occurrence	\$1,000,000
Property damage per occurrence	\$1,000,000
Property damage and bodily injury, aggregate	\$2,000,000

2. Automobile insurance:

Bodily injury per Person	\$1,000,000
Bodily injury per occurrence	\$1,000,000
Property damage per occurrence	\$1,000,000

3. Umbrella coverage: \$5,000,000

(B) The liability policy will provide for the following:

1. The policy will cover personal injury as well as bodily injury.
2. The policy will cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries, and property damage.
3. Broad form property damage liability will be afforded.
4. The Grantor will be included as an additional insured on the policy.
5. The coverage is primary insurance and no other insurance or fund of the Grantor will be called upon to contribute to a loss under this coverage.

6. Standard form of cross-liability will be afforded.
 7. The policy will not be canceled without thirty (30) days prior written notice of such cancellation to the Grantor.
- (C) The automobile insurance policy will provide for the following:
1. The Grantor will be included as an additional insured on the policy.
 2. The policy will not be canceled without thirty (30) days prior written notice of such cancellation to the Grantor.
- (D) Upon ninety (90) days prior written notice to Grantee, the Grantor reserves the right to request the Grantee to adjust the limit coverage requirements no more than every five (5) years. Any such adjustment by the Grantor will be no greater than the increase in the State of Pennsylvania Consumer Price Index for such five (5) year period.
- (E) Grantee will submit to the Grantor a certificate of insurance.
- (F) Grantee shall be responsible for paying all deductibles and shall so indicate on the certificate of insurance.
- (G) Grantee will have insurance coverage sufficient to cover any claim in the event that Grantee sells or transfers the system, or in the event of termination or revocation of this Franchise.

11.2 INDEMNIFICATION. Grantee, its successors, and assigns shall indemnify and hold harmless the Franchising Authority, its agents, servants, officers and employees at all times during the term of this Franchise Agreement from and against any and all claims, and including reasonable attorney's fees and legal costs, for injury or damage to persons or property, both real and personal, caused by the construction, erection, operation and maintenance of the system.

It is expressly understood that the Franchising Authority, its agents, servants, officers and employees has no control, standard; or regulation pertaining to the content of programs distributed by Grantee, its successors or assigns; Grantee, its successors and assigns further agrees to indemnify and hold harmless the Franchising Authority, its agents, servants, officers and employees from any costs, expenses and damages, including, but not limited to attorneys' fees and costs of investigation and litigation related to or arising from all claims, suits, and actions at law or in equity, including but not limited to, for libel, slander, invasion of privacy, patent or copyright infringements, to the extent that the Franchising Authority, its agents, servants, officers and employees are, or anyone or more of them, is made a party defendant in any action arising out of the content of programs transmitted by Grantee, its successors or assigns' System. Grantee, its successors or assigns shall at its

sole cost and expense defend such actions and appeals therefrom including those involving the Franchising Authority, its agents, servants, officers and employees.

Notwithstanding the foregoing, the Grantee shall not be liable for any costs, expenses or damages from the operation of PEG Access channels, nor shall Grantee indemnify the Franchising Authority, its agents, servants, officers and employees for any such costs, expenses or damages. This limitation on Grantee's liability and indemnification responsibilities is premised on the understanding that, under the terms of this Franchise, Grantee shall lack control over the operation and content of such PEG Access channels, and such control shall reside instead with the Oversight Committee of the Intermunicipal Relations Committee.

11.3 **SURETY BOND.** To ensure compliance with the terms of this Agreement, the Grantee shall arrange for, and shall maintain a surety bond throughout the term of this Agreement, for the protection of Subscribers, non-subscribers and the Franchising Authority with a corporate surety and trust company reasonably acceptable to the Franchising Authority. The Grantee agrees to deliver to the Franchising Authority within thirty (30) days of the signing and delivery of this Agreement such surety bond in form acceptable to the Franchising Authority in an aggregate amount no less than Two Hundred Thousand (\$200,000) Dollars conditioned for the performance of the obligations of the Grantee contained in this Agreement. Either before or after termination of this Agreement for any reason, including, but not limited to the bankruptcy of the Grantee, the surety bond shall provide for indemnification and payment up to the full face amount of the bond, for: (i) the cost of construction of the Cable System, and to maintain operation of the Cable System; (ii) any loss or damage to any Public Ways, municipal structure or private property; (iii) any other costs, or loss or damage incurred by any Subscriber, non-subscriber or the Franchising Authority as a result of the Grantee's failure to faithfully perform its obligations under this Agreement; and (iv) the removal of all or any part of the Cable System from the Public Ways. The aforesaid bond shall not be released until the proper performance of all of the obligations of the Grantee contained herein, and only after approval and verification by the Franchising Authority to that effect. The faithful performance by and the liability of the Grantee pursuant to this Agreement shall not be limited by the acceptance of the bond required by this Section.

11.4 **RESERVATION OF RIGHTS.** The rights reserved to the Franchising Authority with respect to the bond are in addition to all other rights of the Franchising Authority, whether reserved by this Franchise or authorized by law; and no action, proceeding or exercise of a right with respect to such bond shall affect the Franchising Authority's rights to demand full and faithful performance

under this Franchise or limit Grantee's liability for damages.

**SECTION XII
ENFORCEMENT AND TERMINATION OF
FRANCHISE**

12.1 PENALTIES. Any Person who commits or suffers the violation of this Agreement, which is not cured within thirty (30) days of written notice of the violation to such Person, shall, upon being found liable in a civil enforcement proceeding commenced by the Franchising Authority in accordance with Title 53 P.S. Municipal and Quasi-Municipal Corporations, pay a fine of not less than Two Hundred Dollars (\$200.00) or more than Six Hundred Dollars (\$600.00) plus all court costs, including reasonable attorneys' fees incurred by the Franchising Authority. A separate offense shall arise for each day or portion thereof in which a violation is found to exist or for each section of this Agreement which is found to have been violated. In addition, the Franchising Authority also may enforce this Agreement by an action brought in equity, provided that the Franchising Authority may not collect both penalties and damages for the same violation.

12.2 TERMINATION.

(A) GENERAL. In addition to all other rights, remedies and powers reserved or retained by the Franchising Authority under this Franchise or otherwise, the Franchising Authority reserves the right in accordance with this Section 12.2 of this Franchise to revoke, forfeit or terminate the Franchise and all rights and privileges of Franchisee in the event of a material breach of its terms and conditions. In interpreting this Franchise, material provisions shall include all labeled as such and all others, which, under all the facts and circumstances indicated, are a significant provision of the Franchise. A material breach by Franchisee shall include but is not limited to the following:

1. Failure to remit franchise fee or other payment together with any requisite statement or certification within thirty (30) days of Franchisee's receipt of written notice of such failure.
2. Violation of any material provision of this Franchise, which is not cured within the cure period set forth below.
3. Failure to operate over twenty-five (25%) percent of the then existing Cable System (as determined by lineal miles or portions thereof) for a period in excess of thirty (30) consecutive days except when approval of such interruption is obtained from Franchising Authority.

4. The voluntary filing by or filing involuntarily against Franchisee or any entity controlling Franchisee and involved in the operation of Franchisee's Cable System of a petition of bankruptcy or for reorganization or for the adoption of arrangements under the Bankruptcy code as now or in the future amended or admission seeking the relief therein provided or the filing of a similar action pursuant to the laws of the Commonwealth of Pennsylvania, which is not dismissed within sixty (60) days of such filing.
 5. The making by Franchisee or any entity controlling Franchisee and involved in the operation of Franchisee's Cable System of an assignment for the benefit of creditors.
 6. The consenting by Franchisee or any entity controlling Franchisee and involved in the operation of Franchisee's Cable System to the appointment of a receiver for all or a substantial part of Franchisee's assets.
 7. The Franchisee or any entity controlling Franchisee and involved in the operation of Franchisee's Cable System being adjudicated as bankrupt.
 8. The assumption or custody or sequestration by a court of competent jurisdiction of all or a significant part of the Cable System.
 9. Franchisee's failure to maintain the required insurance or bonding.
 10. Franchisee's failure to comply with law, which is not cured within the applicable cure period set forth below.
- (B) NOTICE. Before Franchising Authority shall exercise any of its rights under this Section 12.2, it shall notify Grantee in writing, by certified or registered mail, of the exact nature of the alleged noncompliance.
- (C) RIGHT TO CURE OR RESPOND. Except as to Section 12.2(A)(1) (failure to timely remit payment, statement or certification), which shall be thirty (30) days instead of sixty (60) days, Grantee shall have sixty (60) days from the receipt of the notice described in Section 12.2 to (a) respond to the Franchising Authority contesting the assertion of noncompliance, or (b) to cure such default or, in the event that by the nature of default, such default cannot be cured within the sixty (60) day period, request permission from the Franchising Authority for additional time in which to take reasonable steps to remedy such default, and such permission shall not be unreasonably withheld. Except for violations that present an immediate danger to the health or safety, in the event that Grantee contests the assertion of non-

compliance in a timely manner, then the time specified to cure the alleged default shall be stayed or tolled pending a hearing before the Franchising Authority. In the event the Franchising Authority affirms the assertion of non-compliance following a hearing affording the Grantee the opportunity to be heard, then the Grantee shall have thirty (30) days, subject to (b) above, within which to cure such default. Notwithstanding such timely response or effort to cure by Grantee, non-compliance or default by Grantee continuing after such thirty (30) day period shall not be excused or waived, and shall constitute an event of "Material Default", unless such excuse or waiver is affirmatively granted in writing by the Franchising Authority.

- 12.3 REMEDIES CUMULATIVE. Franchising Authority may exercise all of its rights, remedies and powers as set forth in this Agreement or which are available by Federal, State or local laws, ordinances, rules and regulations and all such rights, remedies and powers shall be cumulative and concurrent and may be pursued singly, successively or together, at Franchising Authority's sole discretion, and may be exercised for each and every violation of the Agreement.
- 12.4 REMOVAL OF EQUIPMENT. At the expiration of the term of this Franchise and for which a renewal has been lawfully denied, or upon its lawful termination or revocation the Franchising Authority shall have the right to require the Grantee to remove at its sole expense all portions of the Cable System from all Public Ways. The Grantee shall within six (6) months after having been given written notice, remove from the Public Ways all such property of such system other than any which the Franchising Authority may permit to be abandoned in place. In the event of such removal, the Grantee shall promptly restore the Public Way or other area from which such property has been removed to a condition as good as that previously prior to such work.
- (A) Any property of the Grantee remaining in place six (6) months after the Grantee is given notice pursuant to this Section 12.4 may at the option of the Franchising Authority be considered permanently abandoned. The Franchising Authority may extend such time not to exceed an additional ninety (90) days.
- (B) Any property of the Grantee which the Franchising Authority permits to be abandoned in place shall be abandoned in such manner as the Franchising Authority shall prescribe. Subject to the provisions of any utility joint use attachment agreement, upon permanent abandonment of the property of the Grantee in place the property shall become that of the Franchising Authority, and the Grantee shall submit to the Franchising Authority an instrument in writing, to be approved by the Franchising Authority, transferring to the Franchising Authority the ownership of such property.
- 12.5 FORCE MAJEURE. The Grantee shall not be held in default or non-

compliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged default is caused solely by (i) labor strikes, or (ii) electric power outage not caused by Grantee for which Grantee is making good faith best efforts to overcome, or (iii) Acts of God, fires or explosions for which Grantee is making good faith reasonable efforts to overcome, or (iv) reasons beyond the reasonable control of the Grantee.

SECTION XIII DISPUTE RESOLUTION

Except as may be required by Federal, State, or local law, claims, disputes and other matters in question arising out of, or relating to this Franchise shall be filed in the United States District Court for the Western District of Pennsylvania.

SECTION XIV MISCELLANEOUS PROVISIONS

- 14.1 NOTICE. Notices to the Franchising Authority regarding rate adjustments, channel changes and other thirty (30) day notifications required by federal law may be provided by either mail or email (provided that such email notice is followed up with paper notice within five (5) days) or other electronic means. Unless expressly otherwise agreed between the parties, every notice or response to be served upon the Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service. The notices or responses to the Franchising Authority shall be addressed as follows:

City of Altoona
Attn: Mayor
Altoona City Hall
1301 Twelfth Street
Altoona, PA 16601

The notices or responses to the Grantee shall be addressed as follows:

Atlantic Broadband (Penn), LLC
Attn: CEO
Two Batterymarch Park, Suite 205
Quincy, MA 02169

With a copy to:

Atlantic Broadband (Penn), LLC
Attn: General Counsel
Two Batterymarch Park, Suite 205
Quincy, MA 02169

- 14.2 DESCRIPTIVE HEADINGS. The headings, captions and titles to Sections contained herein are intended solely to facilitate the reading thereof. Such headings, captions and titles shall not affect the meaning or interpretation of the text therein.
- 14.3 COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES. Notwithstanding anything to the contrary, Grantee shall at all times during the term of this Agreement, be subject to the exercise of the police power by the Franchising Authority and to such other lawful ordinances, rules and regulations as Franchising Authority shall hereafter adopt, which are applicable to all cable companies. There is hereby reserved to Franchising Authority every right and power which is required to be herein reserved or provided by any ordinance, rule or regulation of the Franchising Authority, and the Grantee shall comply with any action or requirements of Franchising Authority in its exercise of such right or power heretofore or hereafter enacted or established, which are applicable to all cable companies and do not unilaterally modify the terms agreed upon by the parties hereunder. The Grantee shall comply with all lawful ordinances, codes, laws, rules and regulations of the Franchising Authority, County of Blair, Commonwealth of Pennsylvania, and the United States of America which are now in effect or hereafter enacted, which are applicable to all cable companies.
- 14.4 ACTIONS OF THE PARTIES. In any action by the Grantee and Franchising Authority or representative thereof mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner, time being of the essence.
- 14.5 WAIVER.
- (A) The failure of either the Franchising Authority or the Grantee to enforce or to timely enforce any provision of this Agreement or Federal, State, or local law, code, ordinance, rule or regulation shall not be deemed to be a waiver of that or any other provision, law, code, ordinance, rule, or regulation.
 - (B) Any waiver of any provision of this Agreement shall be in writing and operate only as a waiver as expressed in such writing and shall not be


of any other force or effect.

14.6 SEVERABILITY. In the event a court of competent jurisdiction or any State or Federal regulatory authority having jurisdiction thereof, shall determine any material section, sentence, paragraph, term, or provision hereof to be illegal, invalid, unenforceable, or unconstitutional, notwithstanding anything to the contrary contained in this Agreement or otherwise, such determination shall have no effect on the validity of any other Section, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any extension or extensions thereof.


14.7 NO JOINT VENTURE. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public, in any manner, which would indicate any such relationship with the other.

WITNESS our hands and official seals to this Cable Franchise Agreement is effective as of the date referenced as such herein above.

CITY OF ALTOONA

By: 
Name: Matt Pacifico
Title: Mayor
Date: 7/11/2018

ATLANTIC BROADBAND (PENN), LLC

By: 
Name: Leslie J. Brown
Title: SVP + General Counsel
Date: 8-14-18