

CABLE TELEVISION
FRANCHISE AGREEMENT

BETWEEN

PRINCE WILLIAM COUNTY, VIRGINIA
AND
COMCAST CABLEVISION OF VIRGINIA, INC.

TABLE OF CONTENTS

1. DEFINITIONS	2
(a) Access Channel	2
(b) Basic Service	2
(c) Cable Ordinance	2
(d) Cable Service.....	2
(e) Cable System.....	2
(f) County Executive.....	3
(g) Dwelling Unit.....	3
(h) EG.....	3
(i) Franchise.....	3
(j) Franchise Agreement or Agreement.....	3
(k) Franchise Area.....	3
(l) Franchisee.....	3
(m) Gross Revenues.....	3
(n) Home.....	4
(o) Institutional Network or Network.....	4
(p) Person.....	4
(q) Scheduled Maintenance Time Period.....	4
(r) Subscriber.....	4
(s) System Upgrade.....	4
(t) Transfer.....	5
2. GRANT OF AUTHORITY	5
(a) Grant of Authority.....	5
(b) Area Served.....	6
(c) Term.....	6
(d) Grant Not -Exclusive.....	6
(e) Competitive Equity.....	6

(f)	Approval and Effective Date.....	7
(g)	Effect of Acceptance.....	7
(h)	Continuity of Service.....	8
(i)	No Waiver.....	9
(j)	Limitation on Liability.....	9
(k)	Amendment of Franchise Agreement.....	9
(l)	Renewal.....	10
(m)	Proprietary Information.....	10
3.	TRANSFERS.....	10
(a)	Application.....	10
(b)	Determination by County.....	11
(c)	Notification of Certain Transactions.....	11
4.	CONSTRUCTION AND MAINTENANCE.....	11
(a)	Construction Schedule.....	11
(b)	Operation and Maintenance.....	12
(c)	Restoration of Public and Private Property.....	14
(d)	Removal and Relocation.....	15
(e)	Tree Trimming.....	16
(f)	Permits and Obligations.....	16
(g)	Aerial and Underground Construction.....	17
(h)	Contractors and Subcontractors.....	18
(i)	Close-In Inspection Reports.....	19
(j)	System Tests, Inspections and Completion.....	19
(k)	Publicizing Proposed Construction Work.....	21
5.	SYSTEM FACILITIES, EQUIPMENT AND SERVICES.....	21
(a)	System Requirements.....	21
(b)	Current System.....	23
(c)	System Upgrade.....	23

(d)	System Upgrade Schedule.....	26
(e)	Mid-term Technical Review.....	27
(f)	Periodic Progress Reporting.....	28
(g)	Equipment Compatibility.....	28
(h)	Types of Service.....	29
(i)	Offices.....	29
(j)	Leased Access Channels.....	29
(k)	Interconnection.....	29
(l)	Customer Service Monitoring.....	30
(m)	Emergency Alert System.....	30
(n)	Home Wiring.....	31
6.	CHANNELS AND FACILITIES FOR EDUCATIONAL AND GOVERNMENTAL USE.....	31
(a)	Access Channels.....	31
(b)	Capital Grant for Access Channel and I-Net Equipment and Facilities.....	33
(c)	Local Origination Programming.....	34
(d)	INTENTIONALLY LEFT BLANK	
(e)	Cable Service to Certain Facilities:.....	34
(f)	Institutional Network:.....	35
(1)	Definitions.....	35
(2)	Fiber Construction.....	35
(3)	Acceptance Testing.....	36
(4)	Coordination of Design and Construction of I-Net.....	38
(5)	Acceptance.....	38
(6)	Warranty.....	39
(7)	Payment.....	39
(8)	Ownership.....	40
(9)	Maintenance.....	40
(10)	Use.....	43

(11) Subcontractors.....	44
(12) Other Provisions.....	45
(g) Costs, grants and payments not Franchise Fees.....	46
7. FRANCHISE FEE.....	46
(a) Payment to County.....	46
(b) Franchise Fees Subject to Inspection.....	46
(c) No Limitation on Taxing Authority.....	47
8. PERFORMANCE GUARANTEES.....	47
(a) Letter of Credit.....	47
(b) Performance Bond.....	48
9. ENFORCEMENT AND REMEDIES.....	50
(a) Rights Cumulative.....	50
(b) Revocation, or Termination of Franchise.....	50
10. REMOVAL and ABANDONMENT.....	51
11. CUSTOMER SERVICE STANDARDS.....	52
12. MISCELLANEOUS PROVISIONS.....	52
(a) Severability.....	52
(b) Preemption.....	53
(c) Compliance With Federal and State Laws.....	53
(d) Force Majeure.....	53
(e) Governing Law.....	54
(f) Notices.....	54
(g) Time of Essence.....	54
(h) Captions and References:.....	55
(i) Franchise Agreement Subject to Exercise of Police Powers.....	55
(j) Entire Agreement.....	55
13. REPORTS AND RECORDS.....	55
(a) Books and Records.....	55

Annual Report.....	56
Quarterly Report.....	57
Outage Report.....	58
Additional Information.....	58
Records Required.....	58
Waiver of Reporting Requirements.....	59

CABLE TELEVISION FRANCHISE AGREEMENT

THIS CABLE FRANCHISE AGREEMENT (the “Franchise Agreement”) is entered into by and between Prince William County, Virginia (“County”), and Comcast Cablevision of Virginia, Inc., a Colorado corporation (“Franchisee”).

WHEREAS, Franchisee has asked the County to renew Franchisee’s nonexclusive license to construct, install, maintain and operate a cable communications system in the County; and

WHEREAS, the construction, installation, maintenance and operation of such a system involves the occupation of and placement of private commercial facilities in the Public Rights-of-Way within the County; and

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

WHEREAS, the County has relied on Franchisee’s representations regarding Franchisee’s financial, technical and legal qualifications and its plans for constructing, operating, and maintaining its Cable System, and has considered the information that Franchisee has presented to the County; and

WHEREAS, based on Franchisee’s representations and information, and in response to its request for a cable television franchise, the Board of County Supervisors of Prince William County, Virginia, has determined that, subject to the provisions of Chapter 5.6 of the Prince William County Code, known as the Prince William County Cable Television Ordinance (the “Cable Ordinance” or “Ordinance”), and the terms and conditions set forth herein, the grant of a new nonexclusive franchise on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the County and Franchisee have reached agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the County's renewal of the Franchisee's license; Franchisee's promise to provide Cable Service to residents of the County pursuant to and consistent with the Cable Ordinance; 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 is hereby acknowledged;

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. Sections 521 et seq. ("Cable Act"), unless otherwise defined herein. In addition, the following definitions shall apply:

(a) Access Channel: Any Channel on the Cable System set aside under this Agreement for noncommercial educational or governmental use.

(b) Basic Service: Any service tier that includes the retransmission of local television broadcast signals.

(c) Cable Ordinance: Chapter 5.6 of the Prince William County Code, known as the Prince William County Cable Television Ordinance.

(d) Cable Service: (1) the one-way transmission to subscribers of video programming or other programming services; and (2) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community.

(f) County Executive: The County Executive of Prince William County, Virginia or his designee.

(g) Dwelling Unit: A house, apartment, building, or group of buildings in which a person or persons live.

(h) EG: Educational, and governmental.

(i) Franchise: The franchise granted pursuant to this Agreement.

(j) Franchise Agreement or Agreement: This contract and any amendments, exhibits or appendices hereto.

(k) Franchise Area: The territorial confines of Prince William County, Virginia, and any areas annexed thereto during the term of the Franchise. The Franchise Area, however, shall not include any separately incorporated areas within the County.

(l) Franchisee: Comcast Cablevision of Virginia, Inc., and its lawful and permitted successors, assigns, and transferees.

(m) Gross Revenues: Any and all revenues as determined in accordance with generally accepted accounting principles received by Franchisee and that are derived by the Franchisee or its Affiliates, or by any other entity that is a cable operator of the Franchisee's System from the operation of the Cable System to provide Cable Services within the Franchise Area except as hereinafter specifically excluded.

Consistent with the foregoing, the following, without limitation, shall be included in Gross Revenues to the extent derived from the operation of the Franchisee's Cable System to provide Cable Services in the Franchise Area: monthly fees collected from Subscribers for any basic, optional, premium, per-channel, per-program service, or cable programming service; installation, disconnection, reconnection, and change-in-service fees; production equipment, rental fees and personnel fees; advertising revenues, net of normal agency commissions; revenues from the sale or carriage of other Cable Services; revenue from tower rentals; revenues from leased channel fees; late fees and administrative fees; and revenues from home shopping

and bank-at-home channels. Gross revenues shall not include (i) any taxes on services furnished by a Franchisee which are imposed directly on any Subscriber or User by the County or another governmental unit and which are collected by the Franchisee on behalf of said governmental unit (A Franchise fee is not such a tax.); (ii) any consideration paid by the County or other persons to the Franchisee for the Institutional Network as set forth in Section 6; (iii) any compensation awarded to Franchisee based on the County's condemnation of property of Franchisee; (iv) any uncollected receipts (i.e., "bad debt"), provided, however, that all or any part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected, (v) refundable deposits; (vi) investment income; (vii) pass throughs for the Access Channel and I-Net Capital Equipment Support Grant; nor any taxes, fees or assessments imposed and/or assessed by any other governmental authority.

(n) Home: Dwelling unit.

(o) Institutional Network or Network: An institutional network for the benefit of the County, as that term is used in 47 U.S.C. § 531(f).

(p) Person: An individual, partnership, association, joint stock company, organization, corporation, or any lawful successor thereto or transferee thereof, but such term does not include the County.

(q) Scheduled Maintenance Time Period: The period between 12:00 a.m. and 6:00 a.m. when Franchisee schedules maintenance to affect the least number of viewers.

(r) Subscriber: Any person who lawfully receives, or contracts with Franchisee to receive, basic subscriber service, or one (1) or more of such other cable services as may be offered by the Franchisee's cable television system, or both.

(s) System Upgrade: A major improvement or enhancement in the technology or service capabilities made by the Franchisee to its Cable System, including the Institutional Network, as more fully described in Section 5 (c) herein.

(t) Transfer:

(1) "Transfer" shall mean any transaction in which: (A) any ownership or other right, title, or interest of fifty percent or more in the Franchisee, its Cable System, or any person that is a Cable Operator of the Cable System is transferred, sold or assigned to an entity that does not presently control the Franchisee; or (B) there is any transfer of control of the Franchisee; or (C) the Franchise is transferred to another entity; or (D) any change or substitution occurs in the managing general partners of the Franchisee, where applicable; but Transfer shall not include transactions in which (i) Franchisee transfers in trust, by mortgage, hypothecation, or by assignment any rights, title, or interest of the Franchisee in the Franchise or in the Cable System to secure indebtedness, or (ii) the Franchisee is reorganized within another corporation owned, owning, or commonly controlled by Comcast Corporation, if such transaction does not materially affect the ultimate control of the Franchisee or the sources and amounts of funds available to the Franchisee.

(2) "Control" for purposes of this definition means the legal or practical ability to exert actual working control over the affairs of the Franchisee, either directly or indirectly, whether by contractual agreement, majority ownership interest, any lesser ownership interest, or in any other manner.

2. GRANT OF AUTHORITY

(a) Grant of Authority: Subject to the terms and conditions of this Agreement and the Cable Ordinance, the County hereby grants the Franchisee the right to own, install, construct, reconstruct, operate, maintain, dismantle, test, upgrade, repair, use and remove a Cable System along, under, over, above, through or across or in any manner connected with the Public Rights-of-Way within the Franchise Area. This Agreement shall be for the sole purpose of providing Cable Service, except as provided pursuant to Section 6 herein or as hereinafter expressly provided. The consideration provided by Franchisee under this Agreement shall be the only consideration due or required from the Franchisee to the County for the right to use and occupy

the Public Rights-of-Way. No reference herein to a Public Right-of-Way shall be deemed to be a representation or guarantee by the County that its interest or other right to control the use of such property is sufficient to permit the Franchisee's use for specific purposes, and the Franchisee shall be deemed to gain only those rights to use that are within the County's power to convey. No privilege or power of eminent domain is bestowed by this grant or by this Agreement. This Agreement does not confer any rights other than as expressly provided herein or as implied under federal, state or local law. Nothing in this Franchise shall be construed to prohibit the Franchisee from offering any service over its Cable System that is not prohibited by federal, state or local law.

(b) Area Served:

(1) The Franchise is granted for the Franchise Area defined herein.

(2) The Franchisee shall comply with the line extension requirements contained herein.

(c) Term: The Franchise and this Franchise Agreement shall extend for a term of fifteen years, commencing on the date accepted below by the Franchisee, unless the Franchise is earlier revoked as provided herein or in the Cable Ordinance, or unless the Franchise is renewed or extended by mutual agreement, including but not limited to an extension pursuant to Section 5(e) herein.

(d) Grant Not -Exclusive: The Franchise and the right it grants to use and occupy the Public Rights-of-Way shall not be exclusive, and the 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 itself, at any time during the term of this Franchise Agreement, with or without a franchise.

(e) Competitive Equity: The Franchisee acknowledges and agrees that the Franchisor reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, however, that no such franchise agreement shall contain terms or

conditions more favorable or less burdensome than the terms and conditions herein. Among those terms to be considered in determining whether terms or conditions are more favorable are, without exclusion, those terms and conditions concerning franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and capital support; customer service standards; required reports and related record keeping; universal service and notice and opportunity to cure. If an application for a new cable television franchise is filed with the Franchisor proposing to serve the Franchise Area, in whole or in part, the Franchisor shall deliver a copy of such application to Franchisee.

(f) Approval and Effective Date: This Franchise Agreement shall become effective on May 14, 2003 (the "Effective Date"), following its approval by the Board of County Supervisors of Prince William County, Virginia, and its acceptance by the Franchisee, provided, however, that if the Franchisee fails to accept the Franchise within thirty (30) days after approval by the Board of County Supervisors of Prince William County, Virginia, whichever is later, the Franchise shall be deemed void.

(g) Effect of Acceptance: By accepting the Franchise and executing this Franchise Agreement, the Franchisee:

(1) acknowledges and accepts the County's legal right to grant the Franchise, to enter this Franchise Agreement;

(2) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law and Franchisee represents that at this time it is unaware of any legal authority that would make any provision, condition or term of the Cable Ordinance or this Agreement unreasonable, arbitrary, unenforceable or void, but does not waive its right to challenge any condition or term on such grounds in the future;

(3) agrees that any costs to the Franchisee associated with the provision of capital support for PEG access pursuant to this Franchise Agreement do not constitute franchise

fee payments within the meaning of 47 U.S.C. § 542, and fall within one or more of the exceptions to 47 U.S.C. § 542.

(h) Continuity of Service:

(1) It is the right of all Subscribers in the Franchise Area to receive a diversity of video programming services from the Franchisee, as those services become available, as long as their financial and other obligations to the Franchisee are satisfied. Franchisee reserves the right to refuse service to anyone for valid reasons such as non-payment, subscriber violation of security, subscriber equipment malfunction that causes interference to the reception of cable service to others or the violation of FCC signal leakage rules.

(2) The Franchisee shall ensure that all Subscribers receive continuous uninterrupted service. If this Franchise Agreement is terminated or revoked pursuant to the procedures set forth in Section 9(b) herein, at the County's request, the Franchisee shall, as trustee for its successor in interest, operate its system for a temporary period (the "Transition Period") following such termination or revocation of its franchise as necessary to maintain service to Subscribers, and shall cooperate with the County to assure an orderly transition to another franchisee.

(3) During such Transition Period, the Franchisee shall not sell any of the system assets, nor make any physical, material, administrative or operational change that would tend to reduce the quality of service to subscribers, decrease the System's income, or materially increase expenses without the express permission, in writing, of the County.

(4) If the Franchisee abandons its System during the Franchise term, or fails to operate its System in accordance with the terms of this Agreement during any Transition Period, the County, at its option, may operate the System, designate another entity to operate the System temporarily until the Franchisee restores service under conditions acceptable to the County, or until the Franchise is revoked and a new Franchisee selected by the County is providing service, or obtain an injunction requiring the Franchisee to continue operations. If the

County is required to operate or designate another entity to operate the Cable System, the Franchisee shall reimburse the County or its designee for all reasonable costs and/or damages incurred in excess of revenues received by the County that are the result of Franchisee's failure to perform.

(i) No Waiver:

(1) The failure of either party on one or more occasions to exercise a right or to require compliance or performance under this Franchise Agreement, the Cable Ordinance or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by either party, nor to excuse the non-performing party from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

(2) Waiver of a breach of this Agreement shall not be a waiver of any other breach, whether similar to or different from that waived. Neither the granting of the Franchise, nor any provision herein, nor any action by the County hereunder shall constitute a waiver of or a bar to the exercise of any governmental right or power of the County, including without limitation of the right of eminent domain.

(3) Nothing in this agreement shall be construed as a waiver of any right of the Franchisee unless such waiver is expressly stated and defined herein.

(j) Limitation on Liability: In any court proceeding involving any claim against the County or other governmental entity, or any official, member, employee, or agent of the County, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of a Franchise, any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

(k) Amendment of Franchise Agreement: This Agreement may only be amended by mutual written consent of the County and the Franchisee. The County may liberally amend this

Franchise Agreement upon the application of the Franchisee whenever necessary to enable the Franchisee to take advantage of developments in the field of telecommunications which, in the County's opinion, will afford the Franchisee an opportunity to serve its subscribers more efficiently, effectively and economically. Such amendments shall be subject to such conditions as the County determines are appropriate to protect the public interest, if and to the extent allowed by law.

(l) Renewal: Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

(m) Proprietary Information: The Franchisor agrees, to the extent permitted by the Virginia Freedom of Information Act, to treat any information disclosed by the Franchisee as confidential and only to disclose it to employees, representatives, and agents of the Franchisor that have a need to know and who agree to maintain the confidentiality of all such information, or in order to enforce this Franchise Agreement. The Franchisee shall not be required to provide Customer information in violation of Section 631 of the Cable Act. For purposes of this Agreement, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive.

3. TRANSFERS.

(a) Application.

(1) The Franchisee shall notify the County as soon as possible of any proposed Transfer.

(2) At least one hundred twenty (120) calendar days prior to the contemplated effective date of a Transfer, the Franchisee shall submit to the County a written application for approval of the Transfer. Such an application shall include details on the legal, financial, and technical qualifications of the proposed transferee

(3) For the purposes of determining whether it shall consent to a Transfer, the County or its agents may inquire into the legal, technical and financial qualifications of the prospective transferee as the County may deem necessary to determine whether the Transfer is in the public interest and should be approved or denied. The Franchisee and any prospective transferees shall assist the County in any such inquiry.

(4) Within thirty (30) days of receiving a request for transfer, the County shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of any additional information it requires to determine the legal, financial and technical qualifications of the transferee. If the County has not taken action on the Franchisee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given unless the County and Franchisee otherwise agree to an extension of time.

(b) Determination by County.

In making a determination as to whether to grant, deny, or grant subject to conditions an application for a Transfer, the County may consider the legal, financial, and technical qualifications of the transferee to operate the System and whether the Transfer is in the public interest.

(c) Notification of Certain Transactions.

The Franchisee shall give the County reasonable advance notice of any change of ownership or other right, title, or interest of ten percent or more in an entity other than a publicly traded corporation controlling the Franchisee, or its Cable System, (or in the Franchisee itself, if it is not a publicly traded corporation), directly or indirectly, to an entity that does not presently control such entity other than a publicly traded corporation.

4. CONSTRUCTION AND MAINTENANCE.

(a) Construction Schedule.

The Franchisee shall construct and activate the Cable System in accordance with the requirements of the Cable Ordinance and the specifications contained in this Agreement.

(b) Operation and Maintenance.

(1) The construction, operation, maintenance, and repair of the System shall be in accordance in all material respects with all applicable sections of the Occupational Safety and Health Act of 1970, as amended; the National Electrical Safety Code and National Electric Code; Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration; Construction, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules Part 17; the Society of Cable Television Engineers Recommended Practices for Optical Fiber Construction and Testing, most recent edition; the Society of Cable Television Engineers Recommended Practices for Coaxial Cable Construction and Testing; the Cable Ordinance; Applicant's Construction Procedures Manual; the Virginia Uniform Statewide Building Code; conditions embodied in Virginia Department of Transportation permits; and other generally applicable federal, state, or local laws and regulations, all as hereafter may be amended or adopted. In the event of a conflict among codes and standards, accepted cable industry practices shall control (except insofar as such practices, if followed, would result in a Cable System that could not meet express requirements of federal, state or local law, or in instances in which such practices are expressly preempted by other standards). Consistent with the foregoing, the Franchisee will perform all work in an orderly and workmanlike manner throughout the Franchise term.

(2) The Franchisee shall, when practicable, schedule and conduct maintenance on Franchisee's Cable System so that interruption of service is minimized and occurs during periods of minimum Subscriber use of Franchisee's Cable System. The Franchisee shall provide reasonable prior notice to Subscribers and the County before interrupting service for planned maintenance or construction, except where such interruption is expected to be one hour or less in duration or when the interruption is scheduled to occur within a Scheduled Maintenance Time Period. Such notice shall be provided by methods reasonably calculated to give Subscribers actual notice of the planned interruption.

(3) In the event of any deregulation of technical or other standards for construction, installation, operation or maintenance of Franchisee's Cable System, such standards or regulations shall be suspended. To the extent permitted by applicable law, the County reserves the right to adopt and impose such standards as it may deem necessary or appropriate, after notice to Franchisee.

(4) All wires, cable lines, and other transmission lines, equipment, and structures shall be installed and located consistent with cable industry practices, and where feasible without additional cost to Franchisee, in such a manner as to cause minimum interference with the rights and convenience of property owners (including the County) and users of the Public Rights-of-Way.

(5) The Franchisee shall update its existing NCTI Construction Procedures Manual and an Installation Procedures Manual, when applicable, addressing matters including but not limited to, changes in technology, construction and maintenance procedures, and acceptance practices. Upon request, the Franchisee shall provide the County with copies of these manuals, and their procedures shall be consistent with the provisions of this Agreement.

(6) All installation of electronic equipment shall use durable components. Cables and wires shall be buried, lashed or housed in a reasonable period of time.

(7) Without limiting the foregoing, all of the Franchisee's plant and equipment, including, but not limited to, the antennae site, headend and distribution system, towers, house connections, structures, poles, wires, cable, coaxial cable, fiber optic cable, fixtures, and apparatuses shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained, and operated in accordance with good engineering practices, performed by experienced and properly trained maintenance and construction personnel.

(8) The Franchisee shall maintain all wires, conduits, cables, and other real and personal property and facilities comprising Franchisee's Cable System in good condition, order and repair. All safety practices required by law shall be used during construction,

maintenance, and repair of Franchisee's Cable System. The Franchisee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents.

(c) Restoration of Public and Private Property.

(1) Any and all Public Rights-of-Way, public property, or private property that is disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, or construction of a System shall be repaired, replaced and restored, in a good workmanlike, timely manner, to substantially the same condition as immediately prior to the disturbance (including appropriate landscape restoration). All repair, replacements and restoration shall be performed at a minimum in accordance with applicable regulations of the County and the Virginia Department of Transportation ("VDOT"). All repairs, replacements and restoration shall be undertaken within no more than fifteen (15) days after notification of the damage is received by Franchisee, and shall be completed as soon as reasonably possible thereafter but no more than thirty (30) days. The Franchisee shall guarantee and maintain such repairs, replacements and restoration for at least one year against defective materials or workmanship. Any additional restoration of private property by Franchisee shall be done in accordance with Franchisee's contractual obligation to affected landowners.

(2) If Franchisee fails to complete any work required for the protection or restoration of the Public Rights-of-Way, or any other work required by County law or ordinance, within the time specified by and to the reasonable satisfaction of the County, the County, following notice and a reasonable opportunity to cure, may cause such work to be done, and the County shall submit an itemized list of such costs to Franchisee as well as any materials reasonably requested by Franchisee to verify such costs. Following the Franchisee's receipt of such itemized list and supporting materials, the Franchisee shall reimburse the County the costs thereof within thirty days, or the County may recover such costs through the letter of credit or performance bond provided by Franchisee. Unless the County determines that safety or health

risks require an earlier cure, Franchisee shall have forty-five (45) days after receipt of notice from the County to cure any deficient work.

(d) Removal and Relocation.

(1) Upon reasonable notice of any relocation projects that may require the Franchisee to protect, support, temporarily disconnect, relocate, or remove any of Franchisee's property (except in the case of emergency repairs), the Franchisee shall, by a time specified by the County, at no charge to the County, protect, support, temporarily disconnect, relocate, or remove any of its property when reasonably required by the County by reason of traffic conditions; public safety; Public Rights-of-Way or public land construction; Public Rights-of-Way or public land maintenance or repair (including resurfacing or widening); change of Public Rights-of-Way or public land grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned communications system, road improvement, other public work or improvement or any government-owned utility.

(2) If the Franchisee abandons any portion of Franchisee's aerial or overhead pole constructed Cable System located in Public Rights-of-Way or on public land (i.e., permanently deactivates and leaves it in place), the County may require that such plant be removed at the Franchisee's expense, at any time (i) if necessary, to make room for other facilities or (ii) if required by sound engineering practices, or (iii) to remove potential safety hazards.

(3) If any non-governmental Person that is authorized to place facilities in the Public Rights-of-Way or on public land requests the Franchisee to remove, relocate, protect, support, or temporarily disconnect its facilities to accommodate the construction, operation or repair of the facilities of such other Person at any time during the term of the Agreement, the Franchisee shall, upon request and reasonable notice from such party and consistent with applicable law, remove, relocate, protect, or alter the Franchisee's Cable System, or any part

thereof, and such Person shall reimburse the Franchisee for the Franchisee's costs and expenses; provided however, that Franchisee may require such payment in advance from such Person.

(4) In the event of an emergency, or where the Franchisee's Cable System creates or is contributing to an imminent danger to health, safety, or property, or an unauthorized use of property, the Franchisee shall remove or relocate any or all parts of Franchisee's Cable System at the request of the County. If the Franchisee fails to comply with the County's request, the County may remove or relocate any or all parts of the Franchisee's Cable System upon reasonable notice to Franchisee. If Franchisee's compliance with the County's request pursuant to this subsection results in the breach of any of Franchisee's obligations under this Agreement, and Franchisee has so notified the County before complying with the County's request, Franchisee shall not be liable for its failure to satisfy such obligations.

(e) Tree Trimming.

(1) The Franchisee shall have the authority to trim trees in the Public Rights-of-Way at its own expense, in accordance with County and VDOT standards, so as to prevent the branches of such trees or shrubs from coming in contact with the facilities, wires and cables of the Franchisee.

(f) Permits and Obligations.

(1) The Franchisee shall use, with the owner's permission, existing poles, conduits and other facilities whenever feasible and consistent with the design of Franchisee's Cable System. The Franchisee may not erect poles, conduits, or other facilities in Public Rights-of-Way without obtaining appropriate and applicable permits. Any permits from the County shall not be arbitrarily withheld.

(2) No construction, upgrade, rebuild, reconstruction, maintenance, or relocation of Franchisee's Cable System, or any part thereof, within any Public Rights-of-Way shall be commenced unless permits have been obtained from proper officials.

(3) Prior to commencing any (i) significant alteration of the cable plant, (ii) other work that would require a construction permit, (iii) any work on public property outside the Public Rights-of-Way, (iv) any scheduled construction of cable distribution plant, excluding routine maintenance and repair, that disturbs the Public Rights-of-Way, or (v) any work that is scheduled to create an outage of more than one hour, unless such outage is within a Scheduled Maintenance Time Period, the Franchisee shall provide the County with 7 days' prior notice of such work, so that the County may perform appropriate inspections to ascertain compliance with applicable construction codes and standards. If 7 days' prior notice cannot be furnished, the Franchisee shall provide the County with the maximum amount of notice feasible under the circumstances. If prior notice cannot be provided, due to an emergency which would seriously affect life or public safety, before commencing such work in the Public Rights-of-Way or other public property, the Franchisee shall notify the County as soon as possible thereafter, but not later than twenty-four hours after commencing such work. For purposes of this provision, notice shall where appropriate include the ADC map location of the work proposed or performed, and the date such work will begin.

(g) Aerial and Underground Construction.

(1) System cables and facilities may be constructed overhead where poles now exist and electric or telephone lines or both are now overhead, but where no overhead poles exist all cables and facilities, excluding system passive or active electronics that may be housed in low-profile, above-ground pedestals, shall be constructed underground except in circumstances otherwise permitted by the County's subdivision ordinance and where underground construction is prohibited or impractical due to major highway crossings or water crossing, etc. Whenever and wherever electric lines and telephone lines are moved from overhead to underground placement, at the request of the County all Cable System cables shall be similarly moved at no charge to the County. However, where public funds are available to any Person using such street or public right-of-way for the purpose of defraying the cost of such

moves, the Franchisor shall upon written request of the Franchisee make application for such funds on behalf of the Franchisee. In those locations where System cables and facilities may be constructed overhead pursuant to this paragraph, the Franchisee may overlash cable to existing wires as long as such wiring is in compliance with applicable standards before such overlash and remains in compliance afterward. The Franchisee shall comply with applicable federal, state, and local requirements regarding conduits and burial of plant. New buried cable and facilities shall be locatable using locating devices commonly available at the time of installation.

(2) The Franchisee shall be a member of the regional notification center for subsurface installations, and shall field mark the locations of its underground facilities upon request.

(3) The County does not guarantee the accuracy of any maps showing the horizontal or vertical location of existing substructures.

(h) Contractors and Subcontractors.

(1) Any contractor or subcontractor used for work or construction, installation, operation, maintenance, or repair of System equipment must be properly licensed under laws of the State of Virginia and all applicable local ordinances, where applicable, and each contractor or subcontractor shall have the same obligations with respect to its work as the Franchisee would have if the work were performed by the Franchisee. The Franchisee must ensure that contractors, subcontractors and all employees who will perform work for it are trained and experienced. The Franchisee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this Agreement and applicable law, and work by contractors and subcontractors that are inconsistent with this Agreement, will not relieve the Franchisee of its obligation to construct, install, operate, maintain, or repair the System in compliance with all provisions of the Franchise. Franchisee shall implement a quality control program to ensure that the work is properly performed.

(i) Close-In Inspection Reports.

Upon request, the County shall provide Franchisee with monthly close-in inspection reports concerning new residential units that have been permitted to “close in” the electric lines within the residential structure to provide lead time for Franchisee to lay its cable in areas of new construction.

(j) System Tests, Inspections and Completion.

(1) The Franchisee shall perform all tests necessary to demonstrate compliance with the requirements of the Franchise and the technical standards of the FCC set forth in Part 76, Subpart K (Technical Standards) of the FCC’s rules, 47 C.F.R. § 76.601 et seq., including without limitation performance tests, technical standards, signal leakage performance criteria and cable television system monitoring.

(2) The Franchisee shall conduct tests as follows:

(A) Tests to assure the adequate performance on each newly constructed service area prior to subscriber connection or activation and on each rebuilt or upgraded node service area prior to the addition of new services;

(B) Proof of performance tests on the System as required by FCC rules;

(C) Additional tests may only be required on the basis of complaints received or other information indicating an unresolved controversy or significant noncompliance issue. Additional tests shall be limited to the particular controversy or issue.

(3) The County may at its sole expense make independent performance tests of Franchisee’s Cable System, but shall not alter the operation of Franchisee’s Cable System without the Franchisee’s approval. The Franchisee shall cooperate with the County in conducting such tests.

(4) The Franchisee and the County will jointly select locations at the extremities of system service area to install equipment to establish test points. The test points

shall be installed in locked enclosures so as to be accessible from ground level, where practical.

The number of required test points shall be in accordance with good engineering practice, to ensure all Subscribers are receiving adequate service.

(5) Tests may be supervised by the Franchisee's qualified personnel, who shall sign all records of tests provided to the County.

(6) The Franchisee shall provide the County with at least two business days' notice of, and opportunity to observe, any tests performed on the System. The County, at its expense, may also conduct inspections of construction areas and subscriber installations, including but not limited to inspections to assess compliance with the Franchisee's construction and installation requirements. The County shall notify the Franchisee of any violations found during the course of inspections, identifying the locations with particularity and stating the specific nature of the violation. The Franchisee must bring violations as specified in the notice that are within Franchisee's control into compliance as follows: (i) safety violations must be made safe within forty-eight hours of receiving notice of the violation, unless such correction requires the cooperation of a third party, in which case the Franchisee shall cure such violation as soon as possible; (ii) all other violations must be brought into compliance within thirty days of receiving notice of the violation. After the specified time period, the Franchisee must submit a report to the County describing the steps it has taken to bring itself into compliance. Inspection does not relieve the Franchisee of its obligation to build in compliance with all provisions of the Franchise.

(7) A written report of test results of the tests required pursuant to Sections 4(j)(2)(A) and (C) shall be available at the Franchisee office for inspection by the County within fourteen (14) days of each test. In addition, the Franchisee shall retain written reports of the results of tests required pursuant to Section 4(j)(2)(B) and any other tests required by the FCC within four weeks of such tests. Franchisee shall provide the County with copies of any such reports upon request by the County.

(8) If any test indicates that any part or component of the System fails to meet applicable requirements, the Franchisee, without requirement of additional notice or request from County, shall take corrective action; retest the locations and record, in the logbook, the action taken and results achieved within fourteen days.

(9) Successful completion of a test to assure successful performance for an upgraded portion of the System shall be required to constitute completion for such portion as part of the System Upgrade.

(k) Publicizing Proposed Construction Work.

The Franchisee shall notify the general public prior to commencing any proposed construction that will significantly disturb or disrupt public property or Public Rights-of-Way, or have the potential to present a danger or affect the safety of the public generally. Where possible, the Franchisee shall publicize proposed construction work at least one week prior to commencement of that work by notifying those residents and others in the immediate vicinity of where work is to be done and most likely to be affected by the work in at least one of the following ways: telephone, in person, by mail, by distribution of door hangers or flyers to residences, or in any other manner reasonably calculated to provide adequate notice. Notice to affected Persons must include the local telephone number of a Franchisee representative who is qualified to answer questions concerning proposed construction.

5. SYSTEM FACILITIES, EQUIPMENT AND SERVICES.

(a) System Requirements. The Franchisee's Cable System generally shall meet or exceed the following requirements:

(1) Compliance With FCC Rules. The System shall conform to or exceed all applicable FCC technical performance standards, as amended from time to time, and any other technical performance standards lawfully established by the County.

(2) The System shall have qualified and trained personnel, facilities and equipment sufficient to cure violations of FCC, and other applicable technical standards and evaluate Franchisee's Cable System for compliance with such standards.

(3) Continuous 24-Hour Operation. The System shall be designed to be capable of continuous twenty-four-hour daily operation in accordance with FCC standards except as caused by a force majeure condition.

(4) No Interference. The System shall be 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.

(5) No Deterioration to Access Signals. The System shall be so constructed and operated that each Access Channel shall be delivered over the System with transmission quality the same as or better than the transmission quality of any other Channel on Basic Cable Service.

(6) Industry-accepted Equipment. Facilities and equipment shall be used at the headend to allow the Franchisee to transmit or cablecast broadcast video and audio signals in substantially the form received, without substantial alteration or deterioration. For example, the System shall include components so that a signal received at the headend in color may be received by a Subscriber in color, a stereo signal in stereo.

(7) Program Security. The System shall include equipment so that any pay-per-view programming can only be activated by the positive action of a subscriber using, for example, a private identification number or other individual selection procedure.

(8) Handicapped Service. The Franchisee shall comply with all requirements of applicable law, including but not limited to the Americans with Disabilities Act. Franchisee shall comply with FCC rules on transmission of closed captioning for the hearing-impaired. For hearing-impaired Subscribers, upon request the Franchisee shall provide information concerning

the cost and availability of equipment to facilitate the reception of all basic services for the hearing impaired.

(9) The System's facilities and equipment shall be designed, built and operated in such a manner as to protect the safety of Franchisee's Cable System workers and the public;

(10) The System shall have sufficient trucks, tools, testing equipment, signal leakage 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 requirements and including requirements for responding to and resolving System and I-Net outages;

(b) Current System.

(1) The Franchisee is authorized and required to operate its existing System, and to provide service meeting all applicable technical standards.

(2) The Franchisee shall provide operational signal leakage equipment and training necessary to assure compliance with applicable FCC signal leakage rules.

(c) System Upgrade. The Franchisee shall complete a System Upgrade to at least 860 MHz of all distribution plant with bandwidth of 54 MHz to 550 MHz providing at least the following capabilities.

(1) The Franchisee shall extend Cable Service in accordance with the terms of Section 5(c)(2) to all homes within the Franchise Area, including multiple dwelling unit buildings, whose owners or occupants request Cable Service, except for locations to which the Franchisee cannot legally obtain access. Franchisee may refuse service to anyone for non-payment, subscriber violation of security, subscriber equipment malfunction that causes interference to the reception of cable service to others or the violation of FCC signal leakage rules.

(2)

(A) Extension of Service drops to residential Subscribers shall be governed as follows. Those areas where the density is 25 homes per mile or greater as measured from the nearest existing distribution line will pay no distribution line extension charges. This also pertains to homes passed by feeder supplying the areas which are included in the 25 homes per mile or greater density calculation. However, when the service line from the right of way is greater than 175 feet, Franchisee may charge the subscriber the actual cost of extending the service line beyond 175 feet.

(B) In areas not meeting the aforementioned density of twenty-five (25) occupied dwellings per mile in which mandatory extension of service is provided, upon the request of fifty (50) percent of the owners of occupied dwelling units per mile along the shortest and most direct feasible route from the nearest termination point of franchisee's existing service to the dwelling of the last person requesting such nonmandatory extension, and within two hundred fifty (250) feet on either side of such route, the franchisee shall extend service to any such subscriber(s) upon their payment to the franchisee of an amount equal to the proportional cost of such extension by such route, determined by multiplying the cost of such extension by a fraction with the denominator of twenty-five (25) per mile and a numerator equal to twenty-five (25) per mile less the density of occupied dwelling units along the route of such extension, and occupied dwellings within five hundred (500) feet of such route.

Franchisee has the right to provide any discounts or waivers as appropriate. All calculated density results will be rounded to the next higher integer.

(3) The System shall have a minimum design and operational capable bandwidth of 54 MHz to 860 MHz.

(4) All active electronics the Franchisee installs will be rated for at least 860 MHz upper band limit. All passive electronics will be rated for at least 1 GHz upper band limit.

(5) The bandwidth specifications in Sections 5(c)(3) and 5(c)(4) refer to the engineering bandwidth of the system and do not limit what sorts of signals (e.g., analog or

digital) the Franchisee carries on any part of that bandwidth, nor do they require that the Franchisee program all the activated channels.

(6) The System shall utilize a fiber-optic cable trunk and distribution design (“fiber-to-the-neighborhood”). Node service area size shall not exceed 1,200 homes per node, with the capability to reduce node service area size to less than 1,200 homes per node without substantial construction of additional physical plant.

(7) Hubs and nodes should be placed so as to facilitate the tailoring of services to Subscribers within each separately franchised area served by the System.

(8) The distribution plant shall have no more than six active components in cascade, after the node.

(9) Each fiber optic node shall be located and designed to allow adequate space for several fiber receivers and transmitters.

(10) Franchisee will provide at least 24 hours motorized generator backup power at the headend and optical transfer nodes, and will provide battery backup power supplies, complete with batteries, rated for at least 2 hours of continuous operation during commercial power outage for all amplifiers and other active components. The Franchisee must install equipment that will (A) cut in automatically on failure of commercial utility AC power, (B) revert automatically to AC power when such power is restored, (C) prevent the standby power source from powering a “dead” utility Line, and (D) alert the Franchisee’s staff when the backup power supply cuts in.

(11) The status monitoring system must, among other things, alert the Franchisee when and where back-up power supplies are being used.

(12) The Franchisee shall activate two-way capability throughout the system. The Franchisee shall activate all electronics for two-way operation, sweep and balance the reverse path of the system, and verify operation of the plant using procedures in NCTA

Recommended Practices for Measurement on Cable Television Systems, as supplemented in October, 1997, to the 1993 revised 2d edition.

(13) As part of the System, the Franchisee shall offer every Subscriber, at the same price for a given type of equipment and regardless of the level of service taken, the opportunity to lease equipment that utilize wireless remote controls, and that allow Subscribers to view a program on any one scrambled, unscrambled or digital channel while taping a program on any other scrambled, unscrambled or digital channel.

(14) The entire system shall be technically capable of transmitting NTSC analog, compressed digital, and DTV and HDTV transmissions. The Franchise shall comply with all FCC regulations regarding carriage of DTV and HDTV.

(15) The same programming shall be available throughout the Franchise Area upon completion of the System Upgrade, except for Subscribers who receive facility/community specific channels as requested by such Subscriber or entity controlling access to that area.

(d) System Upgrade Schedule.

(1) The Franchisee shall begin construction of the System Upgrade specified in Section 5(c) within five years after the Effective Date. The System Upgrade shall be completed within seven years after the Effective Date.

(2) The Franchisee's construction plan shall insure that the System Upgrade is extended to service areas without regard to income level or geographic location.

(3) Delays in System Construction. The Franchisee shall not be excused from the timely performance of its obligation to begin and complete any System construction within the times specified herein, except for any "force majeure" situation, as described in Section 12(d) herein.

(4) Consequences of Delays. Absent a showing of excusable delay pursuant to subsection 5(d)(3) above, should the Franchisee be unable to demonstrate the commencement or timely completion of the System by the times specified herein, or be unable to reasonably justify

any delays, then the Franchisee shall be in violation of a material provision of this Franchise Agreement and the County may, in its sole discretion, either grant the Franchisee an extension of time to complete such construction or implement any enforcement measures specified in this Agreement or the Cable Ordinance, including but not limited to revocation of the Franchise.

(e) Mid-term Technical Review.

(1) The County may conduct a Mid-Term Technical Review of the Franchisees Cable System once at any time, but not prior to the beginning of the tenth year of the Franchise. The Franchisee shall fully cooperate and assist the County in conducting such review.

(2) Purpose: The Franchisee and the County acknowledge that the technology of cable television systems is an evolving field. Therefore, in addition to the rights of the Franchisee under Section 625 of the Cable Communications Policy Act of 1984, as amended (47 U.S.C. Sec. 545), the County may, within one hundred eighty (180) days from the commencement of the Mid-Term Technical Review, institute public proceedings upon not less than thirty (30) days written notice to the Franchisee and the public, to review the state of technology in the cable television industry and the status of Franchisee's cable system in particular.

(3) To the extent that such proceedings disclose possible system improvements which appear to the County to be reasonable and appropriate for possible implementation, the Franchisee shall, within ninety (90) days of a written request from the County to consider such system improvements, provide to the County an analysis of the estimated costs and potential benefits from the provision of such system improvements. If the County and Franchisee determine that such improvements are economically and technically feasible, the Franchisee and the County agree to enter into good faith discussions to determine how such improvements will be implemented. The County hereby acknowledges that an extension of the franchise may be required as a condition to implementing any such

improvements to the cable system in order to provide the Franchisee with an ample opportunity to recoup its investment in such improvements.

(f) Periodic Progress Reporting.

(1) Following the commencement of construction of the System or any similar major construction, once every three (3) months until the construction is completed, the Franchisee shall, upon request, meet with the County and provide an update on the progress of the upgrade according to the Franchisee's general plan, unless the County waives such meeting or written update. If the County submits a written request for a written report, Franchisee shall provide a written report within a reasonable period of time of receiving such request.

(2) Public Notification. Prior to the beginning of any System construction, and periodically during each phase, the Franchisee shall inform the public living in the affected area and its Subscribers of areas where construction crews will be working and any expected temporary interruptions to existing services which may occur.

(g) Equipment Compatibility.

(1) The Franchisee shall comply with all FCC regulations regarding scrambling or other encryption of signals, Subscriber premises equipment, equipment compatibility, and facilities and equipment that permit Subscribers to fully utilize the capabilities of consumer electronic equipment while receiving cable service. FCC regulations governing compatibility with consumer electronics equipment, as they may be amended from time to time, including but not limited to 47 C.F.R §§ 76.629 and 76.630, are incorporated herein by reference. The County shall have authority, consistent with applicable law, to adopt enforcement regulations to ensure that the Franchisee complies with these FCC regulations.

(2) Upon request by a Subscriber or the County, the Franchisee will provide accurate information regarding equipment compatibility and the availability of universal remote controls and other compatible equipment.

(3) As part of standard cable installation, without additional cost, the Franchisee will install a new drop (or service line, running from the nearest existing distribution line located in the right of way) of 175 feet or less either aerial or underground or activate the existing drop/service line to the house. Franchisee also will activate or connect one existing outlet, or if no outlet exists, install one outlet to a television. Franchisee also will connect or set up the converter/digital box to the television, and give instruction on the operation of the converter or digital box.

(h) Types of Service: Any change in programs or services offered shall comply with all lawful conditions and procedures contained in this Agreement and in applicable law. The Franchisee shall provide thirty (30) days advance written notice to Subscribers and the County of any change in channel assignment or in the video programming service provided over any channel, unless this requirement is waived by the County or by operation of federal or state law, or due to events beyond the reasonable control of the Franchisee.

(i) Offices: The Franchisee shall maintain offices and/or retail sites at convenient locations within Prince William County or the cities and towns within Prince William County. These offices shall be open during normal business hours to allow subscribers to request service, pay bills, and conduct other business.

(j) Leased Access Channels: The Franchisee shall provide leased access channels as required by federal law.

(k) Interconnection.

(1) The Franchisee shall design its System so that it may be interconnected with other cable systems or similar communications systems in the County at suitable locations as determined by the Franchisee. Capabilities shall be provided for the exchange of all Access Channels designated and carried on the Cable System.

(2) At the request of the County, the Franchisee shall, to the extent permitted by applicable law and its contractual obligations to third parties, use every reasonable effort to

negotiate an interconnection agreement with any other franchised Cable System in Prince William's County for the Access Channels on the System. The newly upgraded cable system shall be designed and constructed in such a way to easily facilitate interconnection.

(3) Any County I-Net connections to other broadband networks will be the County's sole responsibility and done at the County's expense, but the Franchisee will assist in any such effort as reasonably requested. The County shall notify the Franchisee of plans to make connections to any other networks and shall allow Franchisee an opportunity to submit a bid for any work necessary to provide such connections.

(4) The Franchisee shall in good faith cooperate with the County in implementing interconnection of Access Channels with communications systems beyond the boundaries of the County at the County's sole expense. County shall notify the Franchisee of plans to make connections to any other networks and shall allow Franchisee an opportunity to submit a bid for any work necessary to provide such connections.

(l) Customer Service Monitoring. The Franchisee shall keep such records as are required to enable the County to determine whether the Franchisee is complying with all telephone answering standards required by applicable customer service regulations, as amended from time to time. The Franchisee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards of section 5.6-10(g) of the Cable Ordinance unless an historical record of complaints indicates a clear failure to comply.

(m) Emergency Alert System.

(1) The Franchisee shall install and thereafter maintain for use by the County an Emergency Alert System ("EAS").

(2) This EAS shall at all times be operated in compliance with FCC requirements. Subject to the foregoing, the EAS shall be remotely activated by telephone and shall allow a representative of the County to override the audio and video on all analog channels on the Franchisee's System that may lawfully be overridden, without the assistance of the

Franchisee, for emergency broadcasts in the event of a civil emergency or for reasonable tests.

Franchisee shall provide an override on digital channels too when technically and economically feasible.

(3) The County will provide reasonable notice to the Licensee prior to any test use of the EAS. The Licensee shall cooperate with the County in any such test.

(n) Home Wiring. Franchisee shall comply with all applicable FCC requirements, including any notice requirements, with respect to home wiring. Prior to a customer's termination of Cable Service, the Franchisee will not restrict the ability of a Subscriber to remove, replace, rearrange or maintain any cable wiring located within the interior space of the Subscriber's dwelling unit, so long as such actions are consistent with FCC standards. Franchisee shall maintain the authority to charge the customer for repair of damage, not caused by Franchisee, or modification necessary to restore wiring to proper technical compliance.

6. CHANNELS AND FACILITIES FOR EDUCATIONAL AND GOVERNMENTAL USE

(a) Access Channels.

(1) The Franchisee shall make available to all Subscribers on the System at least three (3) video Channels for noncommercial educational and governmental use within the time frames set forth below. These channels shall include one shared channel for George Mason University and Northern Virginia Community College. Programming for the other two (2) channels shall be determined by Prince William County. Franchisee shall make one of the two County channels available for use by September 1, 2003. The second County channel shall be available for use by January 1, 2004. Franchisee shall provide the third channel exclusively for Northern Virginia Community College and George Mason University on the basic tier by August 1, 2004. Until that time Franchisee shall continue its current arrangements with Northern Virginia Community College and George Mason. In the event any of the three video Channels carries original, non-text, non-duplicative programming for at least 80% of the time between

6:00 a.m. and 12:00 a.m. for six consecutive months, the County shall have the right to request an additional channel. Upon receipt of such request, and further provided that sufficient channel capacity exists, the Franchisee shall make such additional channel available within a reasonable time. The County may request one (1) access channel in the manner prescribed herein. In the event the additional channel provided to the County fails to carry original, non-text, non-duplicative programming for at least 80% of the time between 6:00 a.m. and 12:00 a.m. (i) within one (1) year of being provided to the County, or (ii) at any time thereafter for eight (8) consecutive weeks, such additional channel shall revert to the Franchisee for its sole and exclusive use after Franchisee provides Franchisor ninety (90) days advance notice of such reverter.

(2) All Access Channel programming shall be carried on the Franchisee's basic service tier, provided that it is understood that the channel shared by George Mason University and Northern Virginia Community College may not be available on the basic tier throughout the Franchise Area until August 1, 2004.

(3) Each Access Channel shall be transmitted on the System in standard unscrambled NTSC format so that every Subscriber can receive and display the Access Channel signals using the same converters and signal equipment that is used for other Basic Service Channels.

(4) If the Franchisee makes changes to Franchisee's Cable System that require improvements to access facilities and equipment, Franchisee shall provide any necessary additional headend and distribution facilities or equipment within thirty days so that Access Channel facilities and equipment may be used as intended with respect to the up to four Access Channels specified in Section 6(a)(1), including, among other things, so that live and taped programming can be cablecast efficiently to Subscribers.

(5) The Franchisee shall not arbitrarily or capriciously change Access Channel assignments and the Franchisee shall seek to minimize the number of such changes;

provided, however, that the Franchisee may change Access Channel assignments as it deems appropriate so long as (i) the Franchisee gives the Access Channel programmer thirty days notice of such change, and (ii) the Franchisee provides reasonable advertising and promotional materials required to educate viewers of the reassignment.

(6) Educational Access Channel(s) shall be for the noncommercial use of the educational community of the County. The County may adopt reasonable rules regarding the use of such Channel(s).

(7) Governmental Access Channel(s) shall be for the noncommercial use of the County. The County or its designee may adopt reasonable rules regarding the use of such Channel(s).

(8) Access Channel programming is the sole responsibility of the County, and Franchisee shall not be responsible for any claims arising out of the use, or the denial of use of the Access Channels.

(9) The Franchisee shall place the Access Channel signals on their designated Channels at the headend.

(b) Capital Grant for Access Channel and I-Net Equipment and Facilities.

(1) The capital grant to the County specified in this subsection 6(b) (the "Access Channel and I-Net Capital Equipment Support Grant") shall be used by the County for Access Channel and I-Net capital costs, including, but not limited to: capital costs for equipment for filming, taping and broadcasting (live or tape delay), meetings or other public events held in the Board Chambers of the County's McCoart Building or at other facilities; studio facilities; studio and portable production equipment; editing equipment and program playback equipment; I-Net equipment; and dark fiber pursuant to this Agreement.

(2) The Access Channel and I-Net Capital Equipment Support Grant specified in this subsection 6(b) shall be payable as follows: one percent (1%) of Gross Revenues, paid at the same time as the Franchise Fee beginning on the I-Net Commencement Date. In addition,

Franchisee shall pay an initial grant of \$150,000.00 to the County within ninety (90) days of accepting this agreement.

(3) This Franchise Agreement requires the Franchisee to pay the County the Access Channel and I-Net Capital Equipment Support Grant in addition to the five percent Franchise Fee. The Franchisee may pass through these amounts to Subscribers to the extent permitted by FCC rules beginning on the I-Net Commencement Date.

(c) Local Origination Programming: Franchisee shall continue its current practice of providing local origination programming, as set forth in its Community Cablecast Guidelines for Individuals and Non-Profit Organizations attached hereto as Appendix 1. Any rules of the Franchisee relating to local origination shall be kept on file with the County, and shall be available for public inspection at any time during normal business hours at the office the Franchisee maintains public files.

(d) INTENTIONALLY LEFT BLANK

(e) Cable Service to Certain Facilities:

(1) Upon the request of the County, the Franchisee shall without charge, except as otherwise provided in this paragraph, install one activated cable service connection to each County fire station, public school and other public educational facility, police station, public library, access channel facility, and each other County government building within the Franchise Area, as shall be designated by the County from time to time. The Franchisee shall continue to provide such activated connections without charge to all such locations to which such connections were provided as of December 31, 2000. For other such locations, the Franchisee may charge its actual cost for any line extension or any part of a drop that extends more than 175 feet from the distribution plant.

(2) The Franchisee shall provide Basic Service, and any equipment necessary to receive such service, free of charge to those facilities specified in subsection 6(e)(1) herein.

(f) Institutional Network:

(1) Definitions. For purposes of this Section 6(f):

(A) For purposes of Section 6(f), “Actual Cost” shall include all reasonable costs reasonably allocable to the task.

(B) “Dark Fiber” means fiber optic strands that are capable of carrying voice, video, and data transmissions but that have not yet been activated.

(C) “Institutional Network” or “I-Net” means a network of Dark Fibers; such network is to be designed and constructed by the Franchisee and is not generally available to Subscribers of the Franchisee’s Cable System. As used in this Section, the term “I-Net” shall not include any electronics or other equipment needed to activate Dark Fibers.

(D) “Work” means whatever is required of the Franchisee to perform and complete its duties under this Section 6(f). The term does not refer to activities of the Franchisee required to perform and complete its duties under other Sections of this Franchise Agreement, including but not limited to construction of subscriber network facilities.

(2) Fiber Construction

(A) The Franchisee will construct the I-Net linking public, educational and governmental facilities in Prince William County, in accordance with the conditions set forth in this Franchise Agreement.

(B) The I-Net shall be a bi-directional, fully fiber-optic network designed and constructed with single-mode, dark fiber.

(C) The Franchisee shall install the I-Net to all the sites designated in Appendix 2. The I-Net shall be constructed in conformance with the design set forth in Appendices 3-6.

(D) The Franchisee shall collocate I-Net fiber with subscriber network fiber whenever reasonably feasible based on cable industry practices. The I-Net fibers shall be

utilized only by Authorized Users , and the County shall have only such property rights in the I-Net fibers as are set forth in Section 6(f)(8).

(E) I-Net fibers shall be terminated and labeled using industry standard connectors in an area within each site designated in Appendix 2. These fibers shall be terminated and labeled using industry standard connectors at a demarcation point to be located within the room typically designated as the entry and service panel location for electrical, telephone and other communication lines pursuant to the survey mutually agreed upon by the County and the Franchisee (“Demarcation Point”).

(F) The Franchisee shall have personnel available to provide County or school personnel with immediate access to the Headend from 8 a.m. to 5 p.m. each business day, and at all other times shall have personnel available by pager to provide County personnel with access within one hour of a call.

(G) Dark single-mode fibers will be built to each I-Net site as designated in Appendix 2. An additional strand or strands of fiber will be built in accordance with the mutually agreed plan between each of the mutually agreed sites designated in Appendices 5 and 6 for purposes of establishing the agreed video I-Net. Eight dark single-mode fibers will be built to connect each of the hubs in a diversely-routed ring configuration. At each I-Net site, fibers shall be terminated and labeled using industry standard connectors at a Demarcation Point as described in (6)(f)(2)(E). Any I-Net fiber starting at the Demarcation Point and extending outward from the building shall be deemed to be on the Franchisee’s side of the Demarcation Point, and any I-Net fiber starting at the Demarcation Point and extending inward toward the building shall be deemed to be on the County’s side of the Demarcation Point. On the County’s side of the Demarcation Point, the Franchisee shall provide a “demarcation box or panel” to permit the County or the facility owner to make the connection to the equipment in accordance with normal industry practice.

(3) Acceptance Testing

(A) The fiber-optic plant shall be installed to industry standards. The Franchisee shall provide documentation of acceptance testing.

(i) The Franchisee shall notify the County in writing fifteen (15) days in advance of completion of construction of each site identified in Appendix 2. The notice shall include the date the Franchisee is prepared to conduct bidirectional OTDR tests and a power meter test at 1310 nm end-to-end. Each test must be successfully completed. Each test shall be deemed successfully completed if: (a) maximum link losses do not exceed 0.7 dB/km at 1310 nm, (b) average connector losses do not exceed 0.3 dB, and (c) maximum connector losses do not exceed 0.75 dB.

(ii) The County shall also have the option of conducting a physical inspection of the construction and connections to the site. This inspection shall be conducted no later than the date of the tests in Section 6(f)(3)(A)(i).

(iii) If the connections to the site pass the performance test required by Section 6(f)(3)(A)(i) and the County does not inform the Franchisee in writing within 30 days that the physical inspection discloses errors in construction or installation or fails to conform with the approved design, the site shall be deemed accepted.

(iv) Each link of the Institutional Network shall be deemed accepted when the sites identified in Appendix 2 meets the foregoing requirements.

(v) Upon completion of each hub area of the I-Net Franchisee will provide quarter prints and the splice matrix for such hub area.

(B) Aerial cable for the I-net may be installed freestanding or overlashed to existing strand. New underground fiber optic cable shall be buried in conduit composed of concrete or in PVC pipe or polyethylene pipe.

(C) By January 1, 2004 ("I-Net Commencement Date") the Franchisee shall begin construction of the I-Net. The fiber ring connecting one set of eight dark single-mode fibers to each of the hubs will be completed by December 31, 2004. The I-Net shall be completed by December 31, 2005, but the Franchisee may request an extension of this deadline without penalty for an additional six months by notifying the County of its need for such an extension by November 30, 2005.

(4) Coordination of Design and Construction of I-Net

(A) The Franchisee shall coordinate its design and construction planning with the County. This coordination shall include quarterly meetings, unless cancelled by mutual agreement, to communicate on implementation. More frequent meetings will be held upon the request of either party.

(B) If the Franchisee extends fiber beyond the scope of its original design for its System Upgrade, it shall make all reasonable efforts to provide reasonable notice to the County so that the County and the Franchisee may, if they choose, enter into an agreement for design and construction of new I-Net sites to be served by such extended fiber routings and thus reduce the cost of design and construction of the I-NET site extensions.

(C) Upon request Franchisee shall provide the County with a bid to extend fiber to new schools and other additional sites that the County may want to add to the I-Net. Franchisee further agrees that such additional sites may be added to the I-Net and make use of the I-Net on the same terms set forth for the sites specified herein. Franchisee also shall maintain the fiber serving such sites on the same terms set forth for the sites specified herein.

(5) Acceptance. Construction standards shall be as specified in Section 4(b) of this Agreement.

(6) Warranty. The Dark Fiber installed by the Franchisee pursuant to this Section shall be warranted against defects in materials and workmanship from construction to one year after acceptance of the entire Institutional Network. Franchisee's warranty excludes any remedy for change or defect caused by abuse, modifications not executed by Franchisee, improper maintenance not performed by Franchisee, improper operation, or normal wear and tear under normal usage. This warranty is in addition to, and does not relieve the Franchisee from, its maintenance responsibilities pursuant to Section 6(f)(9). Franchisee shall not be responsible or liable in any way for the content of the data or for the loss of any data, nor any consequential, indirect, special or incidental damages resulting from any interruption in service. Franchisee disclaims all other representation and warranties, express or implied, including, but not limited to the warranties of merchantability and fitness for a particular purpose.

(7) Payment

(A) The Institutional Network will be valued at actual cost of the design, construction and other expenses related to the Institutional Network. Franchisee may pass those costs through to subscribers on a monthly charge per customer of \$1.18 per month beginning on the I-Net Commencement Date.

(B) Franchisee will provide the County with appropriate "as built" and invoices upon completion of each phase of the I-Net. Franchisee also shall provide copies of such other documentation as may reasonably be requested by the County to confirm the costs for each phase of the I-Net.

(C) The Franchisee shall reasonably cooperate with the County in taking the steps necessary so that the I-Net is, to the maximum extent consistent with applicable law, eligible for funding pursuant to the universal service provisions of the Telecommunications Act of 1996, 47 U.S.C. § 254, and the implementing regulations of the Federal Communications Commission, 47 C.F.R. Part 54, provided, however, that neither party shall be required to take any such steps that would adversely affect its rights under this Section 6(f), materially alter the

cost or time for performance under this Section, or prevent it from obtaining the benefits of this Section.

(8) Ownership. In consideration for the reimbursement from the County, the County shall own the indefeasible right to use fiber optic plant, subject to the limitations described in this document, dedicated to the I-Net and any extensions or replacements thereof installed by the Franchisee, subject only to such liens as Franchisee may have pursuant to state law (the "Indefeasible Rights of Use"). The County's Indefeasible Rights of Use shall be perpetual and shall survive any termination of this Agreement.

(9) Maintenance. Franchisee shall maintain, repair and, as necessary, replace I-Net plant on the Franchisee's side of the Demarcation Point in accordance with the following procedures and conditions:

(A) Preventive and Routine Maintenance: Where I-Net and subscriber network fiber optic sheaths are bundled together, Franchisee shall perform routine and preventive maintenance on I-Net plant in the same time and in the same fashion as routine and preventive maintenance are performed for the subscriber network, without charge to the County. In the course of performing routine and preventive maintenance, Franchisee shall use its best efforts to identify potential trouble conditions warranting repair or replacement of I-Net plant not bundled together with subscriber network plant. Franchisee shall as promptly as practicable report potential trouble conditions to the County, but Franchisee shall not replace or repair I-Net plant for which the County is responsible for the cost of maintenance having only potential problems unless and until it has received a notice to proceed from the County.

(B) Service Outages; Outage Categories: For purposes of this Section 6(f), the term "Service Outage" shall mean any condition or damage affecting the I-Net plant that precludes or substantially impairs the transmission of information on the I-Net or a portion thereof.

(C) Response to Outages and Interruptions: The response time (the point at which the Franchisee is engaged in restoration of service) for all Service Outages, whether reported to Franchisee by the County or independently identified by Franchisee, shall be as specified in Section 6(f)(9)(F). Upon identification of a Service Outage, Franchisee shall, within such response time, have qualified personnel on site to investigate the outage, assess the cause and commence necessary repairs. To the extent that necessary repairs resulting in restoration of connectivity on the I-Net can be immediately accomplished, Franchisee shall effect such repairs in connection with its investigation of the cause of the Service Outage. To the extent that repairs cannot be immediately effected, Franchisee shall, within the response time, inform the County of the apparent cause of the Service Outage, the anticipated time for restoration of connectivity and, in cases where the County bears the cost of maintenance, the estimated cost of restoration of connectivity.

(D) Restoration of Service:

(i) Franchisee shall, to the maximum extent practicable, effect restoration of connectivity of any I-Net plant that is bundled together with subscriber network plant at the same time as restoration of co-located subscriber network plant.

(ii) Franchisee shall effect restoration of connectivity of I-Net plant that is not bundled together with subscriber network plant as promptly as practicable within the restoration times reported to the County pursuant to Section 6(f)(9)(F) and shall use its best efforts to effect such restoration within the service objectives set forth in Section 6(f)(9)(F); provided, however, that in the case of any Service Outage affecting I-Net plant that is not bundled together with subscriber network plant, the Franchisee will facilitate

appropriate repairs, notify the County and then issue an estimate for any necessary permanent repairs.

(iii) In the case of multiple service outages, Franchisee shall restore connectivity in the order of priority as the County reasonably requires.

(E) Cost of Maintenance: Where I-Net and subscriber fiber optic network plant are bundled together; the Franchisee shall provide maintenance without any charge to the County. Where such plants are not bundled together, the County shall bear the Actual Cost of maintenance related to such I-Net plant. Before reporting a perceived fiber outage or other problem to Franchisee, the County shall take reasonable efforts to identify whether the perceived outage or problem is being caused by the County's own equipment. The County shall reimburse Franchisee the actual cost of expenses incurred by the Franchisee to investigate excessive false reports of troubles or outages. The Franchisee shall submit monthly statements to the County for any such Actual Cost of maintenance related to such I-Net plant, and, subject to annual appropriations, the County shall pay these statements within sixty days from the date the County receives them, subject to the County's reasonable audit rights.

(F) Response and Restoration Times: When no other fiber outage is existing in the subscriber network, the standards for response and restoration of service as specified in Sections 6(f)(9)(C) and 6(f)(9)(D) are:

Response within two hours of notice from the County or discovery of outage. Upon responding Franchisee shall begin work immediately and continue uninterrupted until connectivity is restored.

(G) Outage and Cost Estimates: Where the County is obliged under subsection 6(f)(9)(E) to reimburse the Franchisee for maintenance costs, the Franchisee shall immediately proceed to effect repair or restoration pursuant to subsections 6(f)(9)(D) and

6(f)(9)(F), but in addition Franchisee shall, as promptly as practicable, notify the County Executive or his designee of the expected duration of any outage and the estimated costs of repair.

(H) Definition of Maintenance: For purposes of this Section 6(f), the term "Maintenance" shall mean any action required to restore physical fiber optic connectivity on the Franchisee's side of the Demarcation Point.

(I) Maintenance Beyond Demarcation Point: Notwithstanding the foregoing provisions, all I-Net wiring on the County's side of the Demarcation Point and all I-Net Headend electronics, Hub Site electronics, and I-Net Site electronics, and I-Net wiring inside building Demarcation Points are the sole responsibility and property of the County.

(J) County Assumption of Maintenance: At any time the County may assume maintenance responsibilities for all, or a portion of, I-Net plant not bundled together with subscriber network plant after giving written notice to Franchisee of the date upon which it will assume such responsibilities.

(10) Use

(A) Parties authorized to use the I-Net ("Authorized Users") shall include, to the extent approved by the County:

- (i) Prince William County and the Prince William's County Public Schools and their agencies and subdivisions;
- (ii) the Commonwealth of Virginia and its agencies and subdivisions;
- (iii) public educational institutions; and
- (iv) federal governmental agencies.

(B) The purpose of the County's use of the Franchisee's I-net Fiber is to provide and enhance the provision of noncommercial government service. Unless otherwise agreed to by the Franchisee and the County, the Franchisee's I-Net Fiber shall not be leased or sold by the County, nor will any Authorized User engage in any activities or outcomes with

potential customers other than Authorized Users, that would result in business competition between an Authorized User and the Franchisee or that may result in loss of business opportunity for the Franchisee with potential customers other than Authorized Users. Any uses of the Franchisee's I-Net Fiber to meet the County's and schools' communications needs are permitted.

(C) The Franchisee shall have no control, responsibility or liability for the signals distributed over the fiber optic components of the I-Net by the County or other Authorized Users or for their benefit.

(D) The I-Net obligations included in this Agreement do not create any rights in, or enforceable by, any authorized Users or users other than the County.

(E) If the County's use of the I-Net results in any increase in the pole attachment or conduit fees or rates payable by the Franchisee, the County will be responsible for (a) litigating or negotiating with the applicable party concerning any alleged increased fee allegedly caused by the County's use and, if not successful in these efforts, (b) timely paying such any increased amount to the applicable party to the extent such increased fees are attributable to County's use and only so long as such increased amount would not otherwise be owed by Franchisee. Franchisee will cooperate in good faith with the County to promptly provide copies of any documents necessary for the County to evaluate such alleged fees.

(11) Subcontractors

(A) A subcontractor is an entity that has a direct contract with the Franchisee to perform a portion of the Work.

(B) The Franchisee shall not enter into a subcontract with a proposed subcontractor with reference to whom the County has made timely and reasonable objection. The Franchisee shall not be required to subcontract with any party to whom the Franchisee has objection.

(C) All subcontracts shall afford the Franchisee rights against the subcontractor which correspond to those rights afforded to the County against the Franchisee herein.

(12) Other Provisions

(A) If the Franchisee performs any of the Work knowing it involves a recognized and material error, inconsistency or omission in this Section without notice to and approval of the County, the Franchisee shall bear the cost of correction. The Franchisee's provision of its plans to the County shall not be construed to render the County responsible for Franchisee's planning or execution of the Work or for detecting any errors, inconsistencies, or omissions therein, except to the extent specifically set forth herein.

(B) The Franchisee shall obey and pay for all permits, fees and licenses necessary and ordinary for all actions required under this Franchise Agreement. The Franchisee shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

(C) The Franchisee shall supervise and direct the Work, using the Franchisee's skill and attention in accordance with accepted construction industry practices. The Franchisee shall be solely responsible for and have control over design and construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Section, unless this Section provides for other specific instructions concerning these matters.

(D) The Franchisee shall keep the work areas related to the Work reasonably clean of debris generated by the Franchisee during performance of the Work. Upon final completion of Work, the Franchisee shall clean its work areas and remove all waste generated by the Franchisee there from.

(E) The County shall have access to the Work at all times from commencement of the Work through its completion pursuant to applicable law. The Franchisee shall take all reasonable steps to provide access when requested, provided, however, that such access shall not unreasonably impede efforts of the Franchisee, its subcontractors or others engaged in the Work.

(F) The indemnification, insurance, and other right-of-way management provisions of this Agreement shall apply to the Work under this Section.

(g) Costs, grants and payments not Franchise Fees: The parties agree that any cost to the Franchisee associated with the provision of capital support for facilities for Access Channels and I-Net pursuant to this Agreement, including but not limited to the Access Channel and I-Net Support Grants, do not constitute franchise fee payments within the meaning of 47 U.S.C Section 542.

7. FRANCHISE FEE.

(a) Payment to County: The Franchisee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenue; provided, however, that Franchisee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due thirty (30) days after the close of each quarter. Each fee payment shall be submitted with supporting detail and a statement certified by the Franchisee's chief financial officer, reflecting the total amount of monthly Gross Revenues for the payment period and a breakdown by major revenue categories (such as basic service, cable programming service, premium service, etc.). The County shall have the right to require further supporting information.

(b) Franchise Fees Subject to Inspection: Upon reasonable prior written notice, during normal business hours, at Franchisee's principal business office, the Franchising Authority shall have the right to inspect the Franchisee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within five (5) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final. Upon the completion of any such inspection by the Franchising Authority, the Franchising Authority shall provide to the Franchisee

a final report, which sets forth the Franchising Authority's findings in detail, including any and all substantiating documentation. The Franchisee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response, including any substantiating documentation. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such inspection shall be paid to the Franchising Authority by the Franchisee within thirty (30) days from receipt of written notice of the acceptance of such Finally Settled Amount from the Franchising Authority. For purposes of this Section 7 the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Franchisee as a result of any such inspection. The Franchising Authority shall bear the expense of any inspection of the Franchisee's books and records.

(c) No Limitation on Taxing Authority:

(1) Nothing in this Agreement shall be construed to limit any authority of the County to impose any tax, fee, or assessment of general applicability.

(2) The Franchise fee payments required by this section shall be in addition to any and all taxes of a general nature or other fees or charges which the Franchisee shall be required to pay to the County or to any state or federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of the Franchisee.

8. PERFORMANCE GUARANTEES

(a) Letter of Credit

(1) The Franchisee shall file within thirty (30) days of accepting this Franchise Agreement, and maintain thereafter, with the County an irrevocable letter of credit from a financial institution licensed to do business in Virginia in the amount of \$20,000 to ensure the Franchisee's faithful performance of its obligations. The form and content of the letter of credit shall be approved by the County.

(2) The Franchisee and its surety shall be jointly and severally liable under the terms of the letter of credit.

(3) The County may recover from the letter of credit any and all fines and penalties due to the County and any and all damages, losses, costs, and expenses suffered or incurred by the County resulting from the failure of the Franchisee to faithfully comply with the material provisions of this Agreement, the Cable Ordinance, and other applicable law; comply with all orders, permits and directives of any County agency or body having jurisdiction over its acts or defaults; pay fees due to the County; or pay any claims or liens due the County. Such losses, costs and expenses shall include but not be limited to reasonable attorney's fees and other associated expenses.

(4) The letter of credit shall provide for thirty (30) days prior written notice to the County of any intention on the part of the Franchisee to cancel, fail to renew, or otherwise materially alter its terms.

(5) The Franchisee shall restore the letter of credit to its original level within thirty (30) days after notification to the Franchisee by certified mail, return receipt requested that any amount has been paid to the County from the letter of credit.

(6) The letter of credit shall be released only upon expiration of the Franchise or upon the replacement of the letter of credit within the time specified herein.

(b) Performance Bond

(1) The Franchisee shall obtain within thirty (30) days of acceptance of this Franchise Agreement, and maintain thereafter, a performance bond in the County's favor in the amount of \$1,000,000 to ensure the Franchisee's faithful performance of its obligations. The performance bond shall be in a form reasonably acceptable to the County. The bond shall be maintained at the \$1,000,000 level until the System Upgrade is completed, at which time the bond shall be reduced to \$500,000. The Franchisee shall restore the bond to its original level

within thirty (30) days after notification to the Franchisee by certified mail, return receipt requested, that any amount has been paid to the County from the bond.

(2) The performance bond shall be issued by a surety with an A or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition, and shall contain the following endorsement:

“This bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the County, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew.”

(3) There shall be recoverable by the County from the performance bond any and all damages, losses, costs, and expenses suffered or incurred by the County resulting from the failure of the Franchisee to faithfully comply with the material provisions of this Agreement, the Cable Ordinance, and other applicable law; comply with all orders, permits and directives of any County agency or body having jurisdiction over its acts or defaults; pay fees due to the County; or pay any claims or liens due the County. Such losses, costs and expenses shall include but not be limited to reasonable attorney's fees and other associated expenses.

(4) The performance bond shall be released only upon expiration of the Franchise or upon the replacement of the performance bond within the time specified herein.

(c) Upon termination of the Franchise under conditions other than those stipulating forfeiture of the letter of credit or performance bond, the balance then remaining in the letter of credit and performance bond shall be returned to the Franchisee within ninety (90) days of such termination, provided that there is then no outstanding default on the part of the Franchisee.

9. ENFORCEMENT AND REMEDIES

(a) Rights Cumulative. In addition to any other remedies available at law or equity, the County may apply any one or a combination of the following remedies in the event the Franchisee violates this Franchise Agreement, or applicable state or federal law:

(1) Apply any remedy provided for in this Agreement.

(2) Revoke the Franchise pursuant to the procedures specified in this Agreement.

(3) Impose penalties available under applicable state and local laws of general applicability.

(4) Seek legal or equitable relief from any court of competent jurisdiction.

(b) Revocation, or Termination of Franchise.

(1) The County may revoke the Franchise granted hereunder on any one (1) or more of the following grounds:

(i) Franchisee's willful or negligent failure or refusal to construct, install, maintain, or operate its cable television system in compliance with any term or condition of this Franchise Agreement or the Cable Ordinance.

(ii) Franchisee's insolvency, or its seeking relief under the bankruptcy laws or having been adjudged bankrupt.

(iii) Foreclosure or other judicial sale of all or a substantial part of Franchisee's cable television system, or

(iv) Franchisee's repeated or substantial violation of any provision of the Virginia Consumer Protection Act of 1977, as amended.

(v) Franchisee's repeated failure to provide efficient, continuous service, or to maintain the system in good repair, or to satisfactorily respond to bona fide subscriber complaints.

(vi) Franchisee's material violation of this Agreement.

(2) The County may revoke Franchisee's Franchise, by ordinance, only after it has given Franchisee written notice of its intention to adopt such an ordinance and the grounds therefore, and has afforded Franchisee a reasonable opportunity to prove in a hearing before the County's board of supervisors that the proposed grounds for revocation never existed or do not warrant revocation and has afforded the Franchisee a minimum of thirty (30) days to cure, or commence to cure under a plan reasonably acceptable to the County, the alleged violation. The County shall give at least the same notice of such hearing as required for the adoption of ordinances.

(3) This franchise shall not be revoked pursuant to this section for any act or omission beyond Franchisee's control; provided, however, that an act or omission shall not be deemed or construed to be beyond Franchisee's control because of financial difficulties of any sort.

(4) If the Franchise is revoked by the County, the County shall have the option to acquire the assets of the franchisee's cable television at their then fair market value, or to select a successor franchisee, consistent with the provisions of this chapter, and to permit such successor to acquire said assets at their then fair market value. Such option must be exercised within one (1) year of the date of revocation.

10. REMOVAL and ABANDONMENT

If the County revokes the Franchise, or if for any other reason the Franchisee abandons, terminates, or fails to operate or maintain service to its Subscribers, the following procedures and rights are effective:

(a) The County may require the Franchisee to remove its facilities and equipment at the Franchisee's expense and restore affected sites, or permit the Franchisee to abandon such facilities in place. If the Franchisee fails to do so within a reasonable period of time after the County orders it to do so, and such removal is necessary to make room for other facilities or to

remove potential safety hazards as required by sound engineering practices, then the County may have the removal done at the Franchisee's expense.

(b) The County may require the former Franchisee to continue operating the Cable System as specified in the Cable Ordinance.

(c) In the event of revocation, the County, by resolution, may acquire ownership of the Cable System at its then-fair market value. For purposes of such acquisition, "fair market value" shall be the price that a willing buyer would pay to a willing seller.

11. CUSTOMER SERVICE STANDARDS

(a) Franchisee must satisfy those customer service practices set forth in the Cable Ordinance. Franchisee shall satisfy any additional or more restrictive requirements established by, or permitted and implemented locally in accordance with, FCC regulations. Franchisee shall maintain such equipment and keep such written records and documents as necessary to enable the County to determine whether the Franchisee is in compliance with all standards required by these regulations.

(b) Upon receiving notice from a subscriber of a missed appointment, the Franchisee shall offer, provide and fully describe to Subscribers who have experienced a missed appointment, where such missed appointment was not due to the fault of Subscriber, that the Subscriber may choose from the following options:

- (1) If the appointment was for an Installation or Service call for which a fee was to be charged, the Installation or Service call will be performed free of charge;
- (2) If the appointment was for an Installation or Service call which was to have been provided free of charge, the Subscriber shall receive compensation of at least twenty dollars (\$20.00);

12. MISCELLANEOUS PROVISIONS

(a) Severability: If any term, condition, or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other

respects and continue to be effective. If the terms of this Agreement are materially altered due to changes in governing law, then the parties shall negotiate in good faith to reconstitute this Agreement in a form that, to the maximum extent possible, is consistent with the original intent of Franchisee and the County and preserves the benefits bargained for by each party.

(b) Preemption: If federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Agreement, then, subject to the County's right under subsection 9(a), 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. If such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the County.

(c) Compliance With Federal and State Laws: The Franchisee shall, at all times during the term of this Franchise Agreement, including any extensions thereof, substantially comply with all applicable federal, state, and local laws and regulations.

(d) Force Majeure: Notwithstanding any other provision of this Agreement, the Franchisee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due, directly or indirectly, to severe or unusual weather conditions, strike, labor disturbance, lockout, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, action or inaction of any government instrumentality or public utility including condemnation, accidents for which Franchisee is not primarily responsible, fire, flood or other act of God, sabotage or other events to the extent that such causes or other events are beyond the reasonable control of the Franchisee. In the event that any such delay in performance or failure to perform affects only part of the Franchisee's capacity to perform, the Franchisee shall perform to the maximum extent it is able

to perform and shall take all reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible.

(e) Governing Law: This Franchise Agreement shall be governed in all respects by the law of the Commonwealth of Virginia.

(f) Notices: Unless otherwise provided by applicable law or this Agreement, all notices or other written communications required to be given to the County or the Franchisee under any provision of this Agreement or the Cable Ordinance shall be deemed served when regularly mailed, postage prepaid or delivered by hand in writing, to the addressees below. Each party may change its designee by providing written notice to the other party, but each party may only designate one entity to receive notice.

(1) Notices to the Franchisee shall be mailed to:

Comcast Cablevision
11101 University Boulevard
Manassas, Virginia 20110
Attn: GENERAL MANAGER

With a copy to:
Comcast Cable Communications, Inc.
11800 Tech Road
Silver Spring, MD 20904
Attn.: V.P. Government Affairs

(2) Notices to the County shall be mailed to:

Attn: COUNTY EXECUTIVE
One County Complex Court
Prince William, Virginia 22192

(3) The Franchisee shall at all times keep the County advised as to which individual(s) are authorized to act on behalf of the Franchisee and whose acts will be considered to bind the Franchisee.

(g) Time of Essence: In determining whether a party has substantially complied with this Franchise Agreement, the parties agree that time is of the essence.

(h) Captions and References:

(1) The captions and headings of 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.

(2) When any provision of the Cable Ordinance is expressly mentioned herein, such reference shall not be construed to limit the applicability of any other provision of the Cable Ordinance or County law that may also govern the particular matter in question.

(i) Franchise Agreement Subject to Exercise of Police Powers: All rights and privileges granted herein are subject to the police powers of the County and its rights under applicable laws and regulations to exercise its governmental powers to their full extent. Nothing contained in this Agreement shall waive the lawful requirements of any generally applicable County ordinance or regulation except as specified herein.

(j) Entire Agreement: This Franchise Agreement embodies the entire understanding and agreement of the County and the Franchisee with respect to the subject matter hereof and supersedes all prior representations, agreements, and understandings, whether oral or written. If there is any conflict between the provisions or meanings of the terms of this Franchise Agreement and the Cable Ordinance, the latter shall prevail, unless specifically provided to the contrary in this Franchise Agreement or any written amendment thereto. However, subject to the county's lawful police powers, the County may not alter any of the Franchisee's material rights, benefits, obligations, or duties specified in this Franchise Agreement.

13. REPORTS AND RECORDS

(a) Books and Records.

(1) Subject to applicable law and upon reasonable notice, the County shall have the right to inspect and copy at any time during normal business hours at the Grantee's office, or at another mutually agreed location, all books and records, including all documents in whatever form maintained, including electronic media ("books and records") to the extent that

such books and records relate to Licensee's Cable System or to Licensee's provision of Cable Service and are reasonably necessary to monitor or verify Franchisee's compliance with the provisions of this Franchise Agreement. The County shall take reasonable steps to protect the proprietary and confidential nature of any such documents to the extent they are designated as such by Franchisee. The County shall have the right to copy any such books and records, except to the extent that such books and records are proprietary and/or confidential pursuant to applicable law.

(2) Licensee shall keep complete and accurate books of account and records of its business and operations under and in connection with this Franchise Agreement. Such books and records shall include any records required to be kept in a public file by the Franchisee pursuant to the rules and regulations of the FCC.

(3) The Franchisee shall have the capability to provide financial information specific to the County to the extent such information may be reasonably necessary to the performance of any of the County's responsibilities under this Franchise Agreement. All such documents pertaining to financial matters that may be the subject of an inspection by the Franchising Authority shall be retained by the Franchisee for a minimum period of five (5) years.

(b) Annual Report. Unless this requirement is waived in whole or in part by the County, no later than April 30th of each year during the term of this Agreement, Franchisee shall submit a written report to the County, in a form reasonably satisfactory to the County, which shall include:

(1) 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 Franchisee. Where Franchisee has identified recurrent Cable System problems, the nature of any such problems and the corrective measures taken or to be taken shall be identified;

(2) A copy of Franchisee's rules, regulations and policies available to Subscribers of Franchisee's Cable System, including but not limited to (A) all Subscriber rates, fees and charges; (B) copies of Franchisee's form contract or form application for Cable Services; and (C) a detailed summary of Franchisee's policies concerning (i) the processing of Subscriber complaints; (ii) delinquent Subscriber disconnect and reconnect procedures; and (iii) Subscriber privacy;

(3) An annual financial report for the previous calendar year, certified by an officer of the Franchisee, including a statement showing Subscriber revenue by major revenue category and every material category of non-Subscriber revenue, taxes paid to the County, and its 10-K report;

(c) Quarterly Report. Unless this requirement is waived in whole or in part by the County, no later than thirty days after the end of each calendar quarter during the term of this Agreement, Franchisee shall submit a written report to the County, in a form reasonably satisfactory to the County, which shall include:

(1) A report showing the number of service calls received by type during that quarter, including any line extension requests received during that quarter, as such records are kept by Franchisee;

(2) A report showing the number of outages for that quarter, and identifying separately each planned outage of one or more nodes for more than one hour at a time, the time it occurred, its duration, and the ADC map area and, when available to Franchisee, number of homes affected;

(3) A report showing Franchisee's performance with respect to all applicable customer service standards in a format approved by the County. Franchisee shall keep such records as are reasonably required to enable the County to determine whether Franchisee is substantially complying with all such customer service standards, and shall maintain adequate procedures to demonstrate such substantial compliance;

(4) A report showing the number of service extension requests made and those actually performed; and.

(5) A detailed copy of updated maps for the I-Net depicting the location of all cable plant, showing areas served and locations of all fiber lines in the County, and including changes in all such items for the period covered by the report.

(d) Outage Reports. Franchisee shall notify the County Executive or designee of any service outages affecting a substantial number of customers which may result in substantial citizen calls to the County within one hour of becoming aware of such outage. Such notification shall include a description of the areas affected by such outage and shall provide an estimate of the time needed to restore service to customers affected by the outage.

(e) Additional Information. The County may, upon reasonable written notice, require such additional information with respect to the reports to be submitted pursuant to this Section as may be reasonably necessary for the performance of any County official's duties.

(f) Records Required.

(1) Franchisee shall maintain, in accordance with its normal record retention policies, those records required to support the reports required by Section 13 hereof, including but not limited to:

(A) Records of all complaints. The term "complaints" as used herein and throughout this Agreement refers to complaints recorded through Franchisee's normal procedures about any aspect of Franchisee's Cable System or the Franchisee's operations, including, without limitation, complaints about employee courtesy. Complaints recorded may not be limited to complaints requiring an employee service call.

(B) A full and complete set of plans, records, and "as built" maps showing the location of all lines and other equipment of Franchisee's Cable System installed or in use in the County, exclusive of Subscriber service drops.

(C) Records of outages, indicating date, duration, node, and the estimated number of homes affected, type of outage, and cause.

(D) Records of service calls for repair and maintenance indicating the date and time service was requested, the date and time service was scheduled (if it was scheduled), and the date and time service was provided.

(E) Records of installation/reconnection and requests for service extension, indicating date of request, and the date and time service was extended.

(F) Records of areas where density requirements have not been met.

(G) Progress updates required by subsection 5(f).

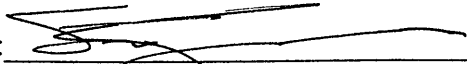
(2) All information, books and records that must be compiled, produced and/or maintained under this Agreement shall be retained, in any reasonable form, in accordance with Franchisee's normal record retention policies or as otherwise required by applicable law.


(g) Waiver of Reporting Requirements. The County Executive or his designee may, at the sole discretion of the County Executive or the County Executive's designee, waive in writing the requirement of any particular report specified in this Section.

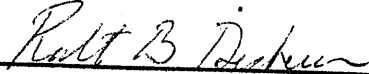
AGREED TO AS OF THE 14th DAY OF MAY , 2003.

In witness whereof, the parties hereby sign this Agreement.

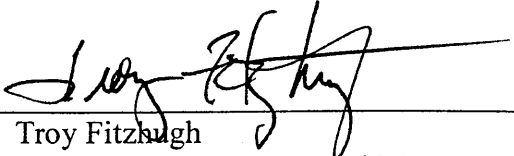
Board of County Supervisors of
Prince William County, Virginia

By: 
Sean T. Connaughton
Chairman, Board of County Supervisors

ATTEST: 
Phillip J. Campbell
Clerk to the Board

APPROVED AS TO FORM COUNTY ATTORNEY 
DATE: <u>May 13, 2003</u>

COMCAST CABLEVISION OF VIRGINIA, INC.

By: 
Troy Fitzhugh
Vice President and General Manager

APPENDIX 1: COMMUNITY CABLECAST GUIDLINES

APPENDIX 2: I-NET SITE LIST

APPENDIX 3: PRINCE WILLIAM COUNTY PUBLIC SCHOOLS LOGICAL FIBER OPTIC
I-NET DESIGN

APPENDIX 4: PRINCE WILLIAM COUNTY LOGICAL FIBER OPTIC I-NET DESIGN

APPENDIX 5: PRINCE WILLIAM EDUCATION VIDEO I-NET

APPENDIX 6: PRINCE WILLIAM COUNTY GOVERNMENT VIDEO I-NET

4/18/2003



Community Cablecast Guidelines For individuals and non-profit organizations 2002

1. Individual applicants must provide proof of residency in Prince William County. Examples of proof of residency are: photo I.D., copy of home electric bill, water bill, etc.
2. Comcast reserves the right to refuse any videotape that is technically unacceptable. This may include; unsatisfactory audio or video reproduction, formatting or duplication problems and/or improper program run times. Tape or cassette format must be ¾ Umatic or Beta/SP Masters (No VHS or SVHS).
3. Non-profit applicants must provide proof of non-profit status and business address in Prince William County.
4. Only one request per applicant or non-profit will be processed at a time.
5. Requests will be processed in a first-come, first serve non-discriminatory fashion.
6. Content material including subject matter is subject to approval by Comcast and may be refused at the discretion of Comcast management.
7. Community programming shall be cablecast once per month at no charge, for 30-minute program, additional run times may be available for a small fee. (subject to schedule availability and other constraints.)
8. Applicants are responsible for program content, guest coordination, pre-production support and set design.
9. All set pieces and props must be removed immediately after each production session; nothing may be stored at Comcast Studio 3.
10. Tapes must be delivered to Comcast Studio 3 at least two business days before the program cablecast date. Cassettes and tapes must be appropriately labeled and clearly identifiable. If the new tape is not received on time, the most current tape on file will be substituted, if applicable.
11. Tapes left more than 60 days are subject to recycling. Please limit the number of tapes kept at Comcast facilities.
12. Applicants must provide their own broadcast-beta cassettes or pay a reasonable cassette tape fee for each taping. (cassette tape fee is currently \$30.00.)
13. Comcast will provide copies of the program in VHS format for a small fee. Current price is \$15 per cassette if you provide cassette or \$20 if Comcast provides cassette.

Site List

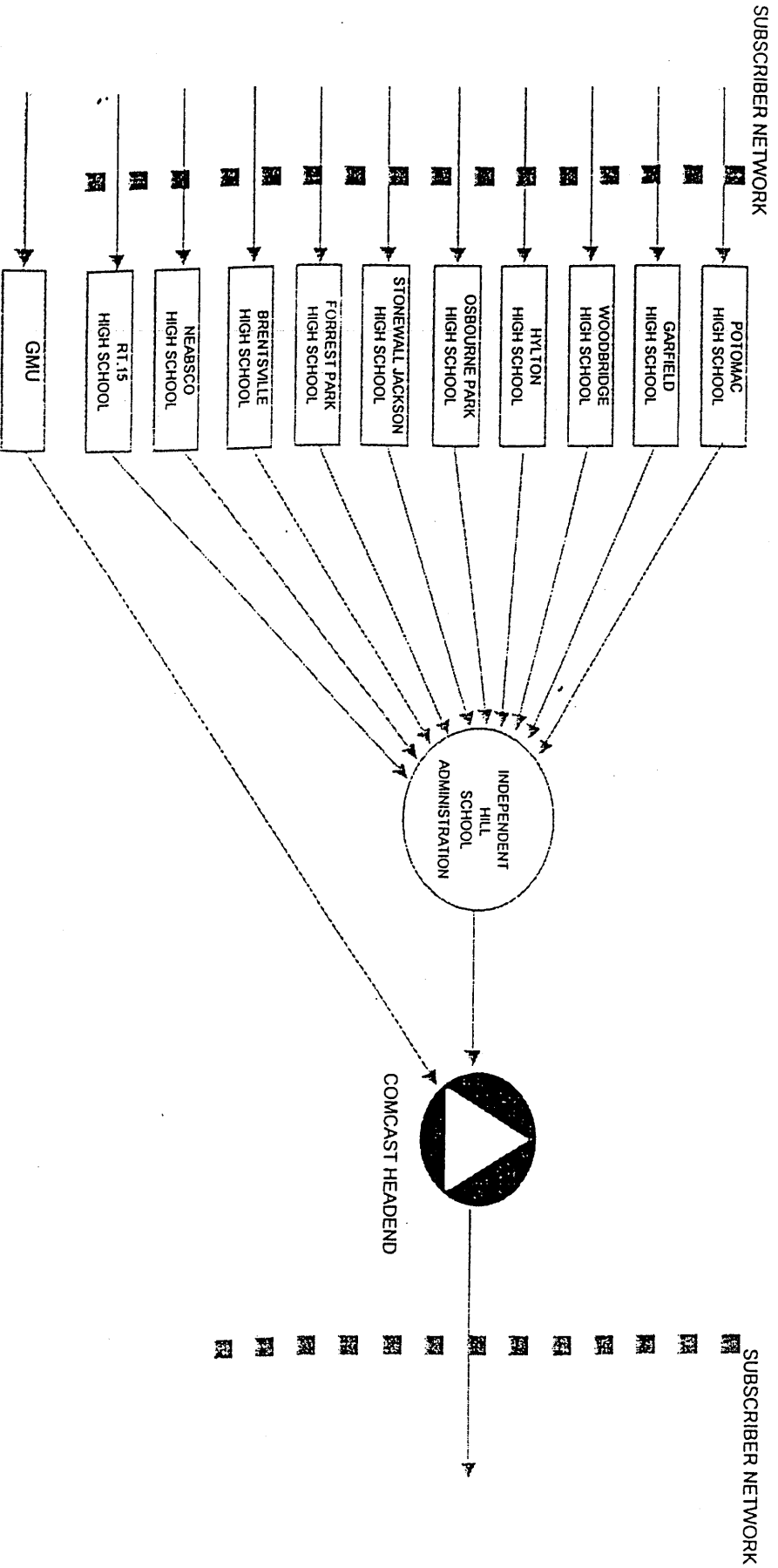
Name	Address	Category
George Mason University	10900 University Blvd.	College/University
Birchdale Fire Station (#10)	14998 Birchdale Ave.	Fire and Rescue
Buckhall Fire Station (#16)	7190 Yates Ford Rd.	Fire and Rescue
Coles Fire Station (#6)	13712 Dumfries Rd.	Fire and Rescue
Dale City Volunteer Fire Station (#20)	3171 Prince William Parkway	Fire and Rescue
Dumfries Fire Station (#3R)	3800 Graham Park Rd.	Fire and Rescue
Evergreen Fire Station	3510 James Madison Hwy.	Fire and Rescue
Future Fire Station	Vicinity George Mason - PWC Campu	Fire and Rescue
Gainesville/Haymarket Fire Station (#4)	14450 John Marshall Hwy.	Fire and Rescue
Hedges Run Fire Station (#14)	12400 Hedges Run Dr.	Fire and Rescue
Hillendale Fire Station (#13)	13511 Hillendale Dr.	Fire and Rescue
Lake Jackson Fire Station (#7)	11310 Coles Dr.	Fire and Rescue
Montclair Fire Station (#17)	15219 Hollieside Dr.	Fire and Rescue
Nokesville Fire Station (#5)	12826 Marsteller Dr.	Fire and Rescue
Princetonale Fire Station (#18)	5849Dale Blvd.	Fire and Rescue
Stonewall Jackson Fire Station (#11)	7814 Garner Dr.	Fire and Rescue
Triangle Fire Station (#3F)	18321 Jefferson Davis Hwy.	Fire and Rescue
Woodbridge Fire Station (#12)	2170 Montgomery Ave.	Fire and Rescue
Woodbridge Fire Station (#2)	1306 F St.	Fire and Rescue
Yorkshire Fire Station (#8)	7602 Centreville Rd.	Fire and Rescue
ADC Work Release Center	9127-B Euclid Ave.	Government
BOCS-Brentsville	8506 Wellington Rd.	Government
Branscome Building - Print Plant	5001 Prince William Parkway	Government
Dr. A.J.Ferlazzo Building	15941 Donald Curtis Dr.	Government
Fleet Management (Bristow)	12153 Hooe Rd.	Government
Garfield Police Station	15948 Donald Curtis DR	Government
Group Home for Girls	14879 Dumfries Road	Government
Juvenile Detention Home	14873 Dumfries Rd.	Government
Juvenile Emergency Shelter	8642 Wellington Rd.	Government
Landfill Campus	14811 Dumfries Rd.	Government
Linden Lake Business Center	10530 Linden Lake Plaza	Government
McCoart Government Center	1 County Complex Ct.	Government
Owens/Public Safety Communications	3 County Complex Ct	Government
Prince William Club	8521 Phoenix Dr.	Government
PRTC Campus	14700 Potomac Mills Rd.	Government
Public Safety Training Center	13101 Public Safety Drive	Government

Name	Address	Category
PWC Judicial Center	9311 Lee Avenue	Government
Radio Shop	8613 Quarry Rd.	Government
Records Center	13851 Telegraph Rd.	Government
Ridgewood Center	4355 Ridgewood Center Dr.	Government
Smoketown Health Department	13792 Smoketown Road	Government
Sudley North Government Facility	7873 Ashton Avenue	Government
Western District Police Station	8900 Freedom Center Blvd.	Government
Woodbridge Senior Center	13850 Church Hill Drive	Government
Freedom Center	10900 University Blvd.	Park Authority
Park Authority Headquarters	14420 Bristow Rd	Park Authority
Bull Run Library	8051 Ashton Avenue	Public Library
Central Branch Library	8601 Mathis Ave	Public Library
Chinn Library	13065 Chinn Park Drive	Public Library
Dale City Mini Library	4249 Dale Blvd.	Public Library
Dumfries Mini Library	18007 Dumfries Shopping Plaza	Public Library
Gainesville Mini Library	4603 Jañes Madison Hwy	Public Library
Independent Hill Mini Library	14418 Bristow Rd.	Public Library
Lake Ridge Mini Library	12964 Harbor Dr.	Public Library
Nokesville Mini Libraray	12993 Fitzwater Drive	Public Library
Potomac Branch Library	2201 Opitz Blvd.	Public Library
Ann Ludwig	2221 Opitz Blvd	Public School
Antietam Elementary	12000 Antietam Rd.	Public School
Bel Air Elementary	14151 Ferndale Rd.	Public School
Belmont Elementary	751 Norwood Lane	Public School
Bennet Elementary	10410 Grant Ave..	Public School
Benton Middle School	7411 Hoady Rd.	Public School
Beville Middle	4901 Dale Blvd.	Public School
Brentsville District High School	12109 Aden Rd.	Public School
Bristow Run Elementary	8990 Worthington Dr.	Public School
Bull Run Middle	6308 Catharpin Rd.	Public School
Coles Elementary	7405 Hoady Rd	Public School
Dale City Elementary	14450 Brook Dr.	Public School
Dumfries Elementary	300 Cameron St.	Public School
Enterprise Elementary	13900 Lindendale Rd.	Public School
Featherstone Elementary	14805 Blackburn Rd.	Public School
Forest Park High School	15721 Spriggs Rd.	Public School
Gar-Field High School	14000 Smoketown Rd.	Public School
Godwin Middle School	14800 Darbydale Ave.	Public School
Graham Park Middle	3613 Graham Park Rd.	Public School
Henderson Elementary	3799 Waterway Dr.	Public School

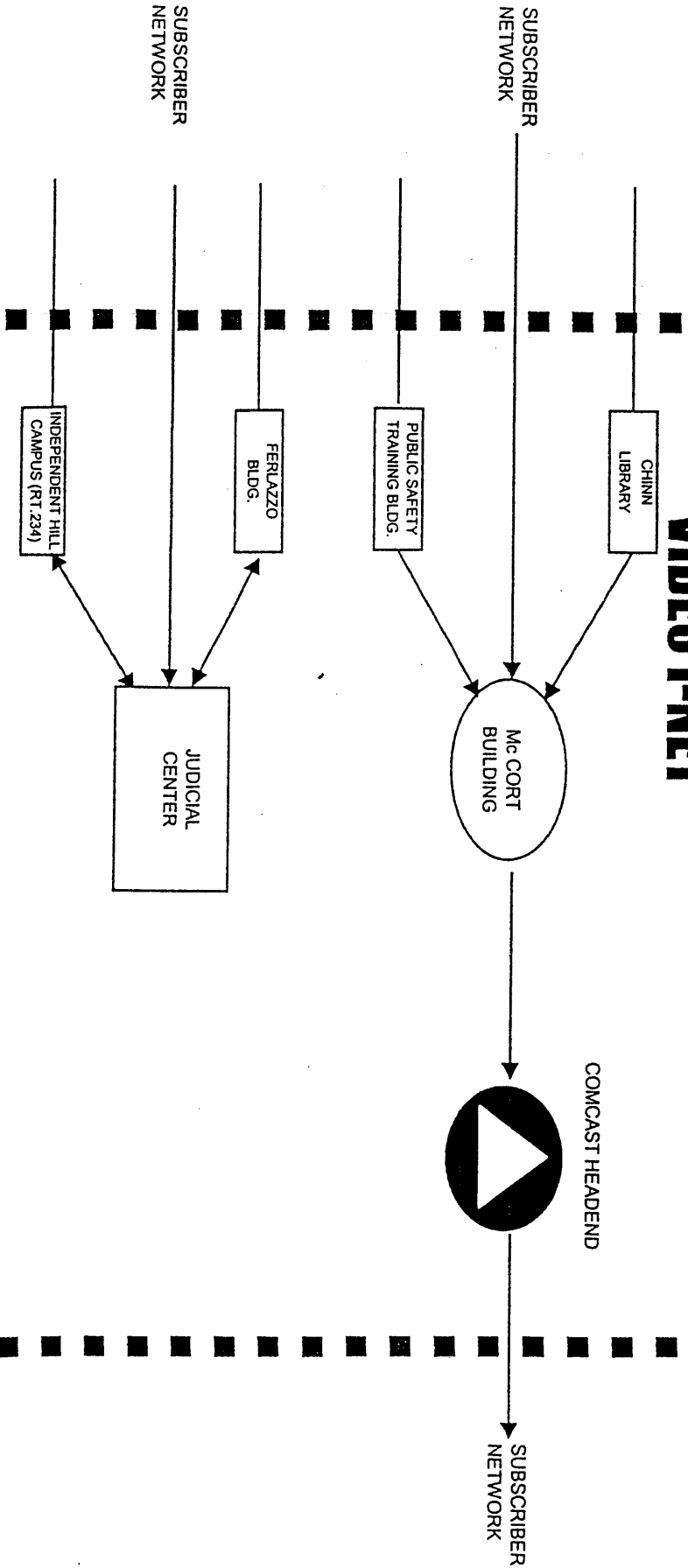
Name	Address	Category
Hylton High School	14051 Spriggs Rd.	Public School
Independent Hill Schools HQ	14780 Joplin Rd.	Public School
Independent Hill Schools HQ	14800 Joplin Rd.	Public School
Kerrydale Elementary	13199 Kerrydale Rd.	Public School
Kilby Elementary	1800 Horner Rd.	Public School
King Elementary	13224 Nickleson Dr.	Public School
Lake Ridge Elementary	11970 Hedges Run Dr.	Public School
Lake Ridge Middle	12350 Mohican Rd.	Public School
Leesylvania Elementary	15800 Neabsco Rd.	Public School
Loch Lomond Elementary	7900 Augusta Rd.	Public School
Lynn Middle School	2451 Longview Dr.	Public School
Marshall Elementary	12505 Kahns Rd.	Public School
Marsteller Middle School	Sudley Manor Dr.	Public School
Marumco Hills Elementary	14100 Page St.	Public School
McAuliffe Elementary	13540 Prinedale Dr.	Public School
Minnieville Elementary	13639 Greenwood Dr.	Public School
Montclair Elementary	4920 Tallowood Dr.	Public School
Mountain View Elementary	5600 McLeod Way	Public School
Mullen Elementary	8000 Rodes Dr.	Public School
Neabsco Elementary	3800 Cordell Ave.	Public School
New Dominion Middle School	8220 Conner Dr.	Public School
Nokesville Elementary	12625 Fitzwater Dr.	Public School
Occoquan Elementary	12915 Occoquan Rd.	Public School
Old Bridge Elementary	3051 Old Bridge Rd.	Public School
Osbourn Park High	8909 Euclid Ave.	Public School
PACE West	14550 John Marshall Hwy.	Public School
Parkside Middle	8602 Mathis Ave.	Public School
Pattle Elementary	16125 Dumfries Rd.	Public School
Penn Elementary	12980 Queen Chapel Rd.	Public School
Pennington School	9305 Stonewall Rd.	Public School
Potomac High School	3401 Four Year Trail	Public School
Potomac View Elementary	14601 Lamar Rd.	Public School
Rippon Middle School	15101 Blackburn Rd.	Public School
River Oaks Elementary	16950 McGuffeys Trail	Public School
Rockledge Elementary	2300 Mariner Lane	Public School
Saunders Middle School	13557 Spriggs Rd.	Public School
Signal Hill Elementary	9553 Birmingham Dr.	Public School
Sinclair Elementary	7801 Garner Dr.	Public School
Springwoods Elementary	3815 Marquis Pl.	Public School
Stonewall Jackson High	8820 Rixlew Ln.	Public School

Name	Address	Category
Stonewall Middle School	10100 Lomond Dr.	Public School
Sudley Elementary	9744 Copeland Dr.	Public School
Triangle Elementary	3615 Lionsfield Rd.	Public School
Tyler Elementary	14500 John Marshall Hwy.	Public School
Vaughan Elementary	2200 York Dr.	Public School
Washington-Reid Elementary	16108 Dumfries Rd.	Public School
West Gate Elementary	8031 Urbanna Rd.	Public School
Westridge Elementary	12400 Knightsbridge Dr.	Public School
Woodbine Preschool Center	13225 Dumfries Rd.	Public School
Woodbridge High School	3001 Old Bridge Rd.	Public School
Woodbridge Middle	2201 York Dr.	Public School
Yorkshire Elementary	7610 Old Centreville Rd.	Public School
Ashland Elementary	15300 Bowmans Folly Dr.	Public School
Swans Creek Elementary	17700 Wayside Dr.	Public School
Proposed Elementary School	fed from Tenth High School	Public School
Proposed Elementary School	fed from Woodbridge High School	Public School
Braemar Elementary School	fed from Western District Police	Public School
Ninth High School (Route 15)	fed from Bull Run Middle School	Public School
Tenth High School (Neabsc)	fed from Ferlazzo	Public School

PRINCE WILLIAM EDUCATION WIDEAREA-NET



PRINCE WILLIAM COUNTY GOVERNMENT VIDEO I-NET



10-Jul-02