

renewal and redevelopment, and any general program under which the County shall undertake to cause all such properties to be located beneath the surface of the ground. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the County rights-of-way are responsible for the costs related to their facilities.

SECTION 3. SERVICE AND RATES

A. Office and Phone

The Grantee shall maintain an office which shall be open during all usual business hours, have a locally listed or toll free telephone number and be so operated that complaints and requests for repairs or adjustments may be received at any time. In addition, the Grantee shall maintain a service during normal business hours, for the receipt of sums due by its Subscribers and shall provide for regular billing of accounts.

B. Notification of Service Procedures

The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth procedures and furnish information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the County thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

C. Rate Revision

To the extent that Federal or State law or regulation may now, or as the same may hereafter be amended to, authorize the County to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by Grantee, the County shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the County. If and

when exercising rate regulation, the County shall abide by the terms and conditions set forth by the FCC.

SECTION 4. CONTINUITY OF SERVICE

A. It shall be the right of all Subscribers to continue receiving service insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to overbuild, rebuild, modify, or sell the system, or the County gives notice of intent to terminate or fails to renew this Franchise, the Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted service unless circumstances are beyond the control of the Grantee, unforeseen circumstances, or acts of God.

In the event of a change of Grantee, or in the event a new operator acquires the system, the Grantee shall cooperate with the County, new Grantee or operator in maintaining continuity of service to all Subscribers. During such period, Grantee shall be entitled to the revenues for any period during which it operates the system.

B. In the event Grantee fails to operate the system for seven (7) consecutive days without prior approval of the County or without just cause, the County may, at its option, operate the system or designate an operator until such time as Grantee restores service under conditions acceptable to the County or a permanent operator is selected. If the County is required to fulfill this obligation for the Grantee, the Grantee shall reimburse the County for all reasonable costs or damages in excess of revenues from the system received by the County that are the result of the Grantee's failure to perform.

SECTION 5. FRANCHISE FEE

Grantee shall pay to the County an annual franchise fee in an amount equal to percent (5%) of the Annual Gross Revenue. Such payment shall be in addition to any other taxes or permit fees owed to the County by the Grantee that are not included as franchise fee under federal law.

SECTION 6. PAYMENT TO COUNTY

A. Method of Computation

The fee due the County under the provisions of SECTION 6 above shall be computed and paid quarterly, based on the Grantee's fiscal year, with the last quarter payment being adjusted based on review of the Grantee's gross receipts and shall be paid not later than ninety (90) days after the end of the Grantee's fiscal year at the office of the Treasurer during its regular business hours. The payment period shall commence as of the effective date of the Franchise. In the event of a dispute, the County, if it so requests, shall be furnished a statement of said payment, by a Certified Public Accountant, reflecting the gross revenues and the above charges, deductions and computations for the period covered by the payment.

B. Acceptance by County

No acceptance of any payment by the County shall be construed as a release or as an accord and satisfaction of any claim the County may have for further or additional sums payable as a Franchise fee under this Ordinance or for the performance of any other obligation of the Grantee.

C. Failure to Make Required Payment

In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from such due date, at the annual rate of one percent over the prime interest rate.

SECTION 7. TRANSFER OF OWNERSHIP OR CONTROL

A. The Franchise granted hereunder shall be a privilege to be held for the benefit of the public. Said Franchise cannot in any event be sold, transferred, leased, assigned or disposed of, including but not limited to, by forced or voluntary sale, merger, consolidation, receivership, or other means without the prior consent of the County, and then only under such conditions as the County may establish. Such consent as required by the County shall, however, not be unreasonably withheld or delayed.

B. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of the Franchise, the County may inquire into the qualification of the prospective party, and the Grantee shall assist the County in any such inquiry.

C. By its acceptance of this Franchise, the Grantee specifically grants and agrees that any such sale, assignment or transfer of the Franchise occurring without prior approval of the County Board shall constitute a violation of this Franchise by the Grantee.

D. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person which is owned or controlled by the Grantee, or any Person which owns or controls the Grantee. Grantee shall notify the County thirty (30) days prior to any sale, assignment or transfer.

SECTION 8. RECORDS, REPORTS AND MAPS

A. Reports Required

The Grantee shall file with the County:

(1) The Grantee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the County upon request.

(2) All petitions, applications and communications of all types submitted by Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other Federal or State regulatory commission or agency having jurisdiction over any matter affecting operation of Grantee's system shall be submitted to the County upon request.

B. Records Required

The Grantee shall at all times maintain:

(1) A record of all written complaints received and interruptions or degradation of service experienced shall be maintained for one (1) year.

(2) A full and complete set of plans, records and "as-built" maps showing the exact location of all cable system equipment installed or in use in the County, exclusive of Subscriber service drops.

C. Filing

When not otherwise prescribed herein, all matters required to be filed with the County shall be filed with the County Clerk.

D. Inspection of Records

Grantee shall permit any duly authorized representative of the County to examine any and all maps and other records relevant to Grantee's compliance with the Franchise.

E. Annual Reports

Grantee shall provide a copy FCC proof of performance of the technical cable plant and a County service area customer service standards report on an annual basis.

SECTION 9. REMOVAL OF CABLE SYSTEM

At the expiration of the term for which this Franchise is granted, or upon its termination as provided herein, Grantee shall forthwith, upon notice by County, remove at its own expense the Cable System from all streets and public property within the County.

SECTION 10. COMMUNITY PROGRAMMING

A. The Grantee shall maintain, without charge, one outlet to each public school, located in the area served by the system and will provide free basic service, for so long as the system remains in operation in the area. Any such school may install, at its expense, such additional outlets for classroom purposes as it desires, provided that such installation shall not interfere with the operation of Grantee's system, and that the quality and manner of installation of such additional connections shall have been approved by the Grantee and shall comply with all County, state and federal laws and regulations.

B. In addition, the Grantee shall furnish to the County, without charge, that is, without installation or monthly charges, one outlet to each Police and Fire Station, and to the County hall.

C. Within ninety (90) days of receipt of a written request by the Franchising Authority upon adoption of rules for usage by the County, Franchisee shall be provided access to an E&G channel on a shared basis with the surrounding communities served by Franchisee for usage related to non-commercial, municipal, governmental and educational access, video

programming. The County shall have sole responsibility for programming, format and content of programming submitted for use on the Access Channel. Franchisee agrees that its Cable System will have the capability to provide the E&G Channel to Subscribers as part of the basic package. Franchisee may program or otherwise utilize any unused time on the E&G Channels that is not being used for E&G Channel programming. County shall be given a ninety (90) day written notice before the Franchisee claims any unused, dedicated E&G Channel capacity or any portion thereof.

D. Franchisee shall provide emergency alert system ("EAS") capability to the County consistent with the requirements set forth in federal laws, rules and regulations as they now exist or may hereafter be amended.

Section 11. Future System Technological Improvements.

Company shall monitor technological developments in the cable communications industry and within sixty (60) business days of receipt of a written request from the County, made no earlier than the eighth year of the Franchise term, provide detailed information to the County about Cable Services offered in "similarly-situated" cable systems of the same size as the Cable System in the County. For purposes of this subsection, "similarly-situated" cable systems shall mean those cable systems owned and operated by the Company, its Parent, or another Subsidiary of the Parent in the Southhampton County, Virginia area. If such Cable Services are not also being offered on Company's Cable System in the County, Company shall provide information to the County as to why such Cable Services are not being offered, and the cost of supplying such Cable Services in the County. If the identified Cable Services are being offered

to Subscribers by Company, its Parent or another Subsidiary of the Parent in fifty percent (50%) or more of the “similarly-situated” Cable Systems, the County may request that Company make such Cable Services available on the Cable System in the County.

Should the County request that Company provide such Cable Services in the County, the County shall first follow the following procedure:

(A) Hold at least two (2) public hearings to enable Company and the public the opportunity to comment on the requirement of the additional Cable Services; and

(B) The County must find on the basis of the report submitted by Company and the public hearings held that:

(i) The provisions of the additional Cable Services are technologically feasible;

(ii) The provision of the additional Cable Services are economically consistent with allowing Company a reasonable likelihood of the Cable System being operated on a reasonably profitable basis over the remaining term of the Franchise, taking into consideration FCC rules regarding amortization of capital equipment and similar costs and rates of return, as they may exist on the Effective Date of the Franchise;

(iii) The provision of the additional Cable Services will serve the community needs and interests of Subscribers, local institutions, local programmers, and other customers interested in Cable Services in the County; taking into account the costs to Subscribers associated with those needs and interests.

(C) The County may not request the provision of the additional Cable Services if the Company is subject to effective competition, as that term - effective competition - is defined by the FCC or applicable law.

If it is ultimately determined that Company will be required to provide additional Cable Services, then Company and the County agree to negotiate in good faith as to the deployment of the additional Cable Services and an extension of the term of the Franchise Agreement. The County recognizes that it is not permitted to require the provision of specific video programming services pursuant to this subsection.

SECTION 12. INSTITUTIONAL NETWORK

A. Upon one hundred twenty (120) days notice and subject to the issuance of a purchase order, the Grantee shall extend, at the cost to the County, an Institutional Network to any public building located within Grantee's cable system service area and within one hundred-fifty (150) feet of the Grantee's cable system. The Grantor shall be responsible for securing "right-of-entry" agreements to each building so served and provide executed copies of the agreement to the Grantee.

ARTICLE III

ADMINISTRATION AND REGULATION

SECTION 1. PERFORMANCE EVALUATION SESSIONS

A. The County and the Grantee may hold performance evaluation sessions as may be required by federal and state law or by the County. All such evaluation sessions shall be open to the public.

B. All evaluation sessions shall be announced in a newspaper of general circulation in accordance with general legal notice requirements. Grantee shall notify its Subscribers of all evaluation sessions by announcement on at least one (1) channel of its system for five (5) consecutive days preceding each session.

C. Topics which may be discussed at any scheduled or session may include, but not be limited to: service rate structures, franchise fee, penalties, discounted services, application of new technologies, system performance, services provided, programming offered, customer complaints, privacy, judicial and FCC rulings, line extension policies, and Grantee or County rules.

SECTION 2. PERIODIC PUBLIC FORUMS

A. Grantee will either conduct periodic public forums or survey a representative sample at a minimum annually customers regarding service provided in the marketplace.

SECTION 3. FORFEITURE OR REVOCATION

A. Grounds for Revocation

The County reserves the right to revoke the Franchise granted hereunder and rescind all rights and privileges associated with the Franchise in the following circumstances, each of which shall represent a default and breach under this ordinance and the Franchise grant:

(1) If the Grantee should default in the performance of any of its material obligations under this ordinance or under such documents, contracts and other terms and provisions entered into by and between the County and the Grantee.

(2) If the Grantee should fail to provide or maintain in full force and effect, the liability and indemnification coverage's as required herein.

(3) If the Grantee ceases to provide cable services for any reason within the control of the Grantee. The Grantee shall not be declared at fault or be subject to any sanction under any provision of this ordinance in any case in which performance of any such provision is prevented for reasons beyond the Grantee's control.

(4) If the Grantee evades any of the provisions of this ordinance or the Franchise agreement or practices any fraud or deceit upon the County.

B. Procedure Prior to Revocation

(1) The County shall make written demand by certified mail to the Grantee to comply with any such requirement, limitation, term, condition, rule or regulation and shall provide the Grantee with minimum of 30 days to cure the County's complaint. If a cure could not reasonably be completed within 30 days, the Grantee shall submit a proposal for cure and begin the process of cure as soon as practical. If the default, failure, refusal or neglect of the Grantee continues beyond the cure period following such written demand, the County may place its

request for termination of the Franchise upon a regular Board meeting agenda. The County shall cause to be served upon Grantee, at least twenty (20) days prior to the date of such Board meeting, a written notice of this intent to request such termination, and the time and place of the meeting, notice of which shall be published by the County Clerk at least once, twenty (20) days before such meeting in a newspaper of general circulation within the County.

(2) The Board shall hear any persons interested therein, and shall reasonably determine, whether or not any default, failure, refusal or neglect by the Grantee was with just cause.

(3) If such default, failure, refusal or neglect by the Grantee was with just cause, the Board shall direct the Grantee to comply within such time and manner and upon such terms and conditions as are reasonable.

(4) If the Board shall determine such default, failure, refusal or neglect by the Grantee was without just cause, then the Board may, by resolution, declare that the Franchise of Grantee shall be terminated. Grantee retains all rights of judicial appeal.

C. Restoration of Property

In removing its plant, structures and equipment, the Grantee shall refill, at its own expense, any excavation that shall be made by it and shall leave all public ways and places in as good condition as prevailed prior to the Grantee's removal of its equipment and appliances without affecting the electrical or telephone cable wires, or attachments. The County shall inspect and approve the condition of the public ways and public places; and cables, wires, attachments and poles after removal. The liability, indemnity and insurance as provided herein shall continue in full force and effect during the period of removal and until full compliance by the Grantee with the terms and conditions of this paragraph and this ordinance.

D. Restoration by County, Reimbursement of Costs

In the event of a failure by the Grantee to complete any work required by Section 10 and/or Subsection C. above, or any other work required by County law or ordinance within the time as may be established and to the reasonable satisfaction of the County, the County may cause such work to be done and the Grantee shall reimburse the County the reasonable cost thereof within thirty (30) days after receipt of an itemized list of such costs. The County shall be permitted to seek legal and equitable relief to enforce the provisions of this section.

E. Extended Operation

Upon the revocation of a Franchise, the County may require the Grantee to continue to operate the system for a period of time not to exceed three (3) months from the date of such revocation. The Grantee shall, as trustee for its successor in interest, continue to operate the Cable System under the terms and conditions of this ordinance and the Franchise and to provide the regular Subscriber service and any and all of the services that may be provided at that time. The County shall be permitted to seek legal and equitable relief to enforce the provisions of this section.

F. Rights Not Affected

The termination and forfeiture of any Franchise shall in no way affect any of the rights of the County or Grantee under the Franchise or any provision of law.

SECTION 4. REMEDIES

A. In addition to any other rights set out elsewhere in this Franchise, and subject herein, the County reserves the right to declare a forfeiture of this Franchise, and all of Grantee's rights arising hereunder, in the event that:

1. The Grantee is found to have violated any material provision of the Contract; or

2. The Grantee is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the County.

B. The County shall give Grantee thirty (30) days written notice of its intent to exercise its rights under this Section, stating the reasons for such action. If Grantee cures the problem within the thirty (30) days notice period, or if the Grantee initiates substantial effort, to remedy the stated problem, and the efforts continue in good faith, the County shall defer its remedy rights. If Grantee fails to cure the stated violation within the thirty (30) days notice period, or if the Grantee does not undertake efforts satisfactory to the County, to remedy the stated violation, then the County, upon reasonable notice, may impose any or all of the remedies available herein. Grantee shall have the right to appeal de novo any decision of the County.

SECTION 5. RECEIVERSHIP AND FORECLOSURE

A. The Franchise herein granted shall at the option of the County, cease and terminate one hundred twenty (120) days after the appointment of a receiver or receivers or trustee or trustees to take over and conduct the business of the Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(1) Such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this ordinance and the Franchise granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all defaults under the Franchise; and

(2) Such receivers or trustees shall, within said one hundred twenty (120) days, execute any agreement duly approved by the Court having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of the Franchise herein granted.

B. In the case of a foreclosure or other judicial sale of the plant, property and equipment of the Grantee, including or excluding this Franchise, the Board may serve notice of termination upon the Grantee and the successful bidder at such sale, in which event the Franchise herein granted and all rights and privileges of the Grantee hereunder shall cease and terminate thirty (30) days after service of such notice, unless:

(1) The Board shall have approved the transfer of this Franchise, as and in the manner in this ordinance provided and;

(2) Such successful bidder shall have covenanted and agreed with the County to assume and be bound by all the terms and conditions of this Franchise.

SECTION 6. COMPLIANCE WITH STATE AND FEDERAL LAWS

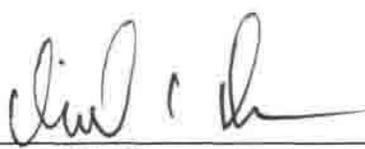
Notwithstanding any other provisions of this Franchise to the contrary, the Grantee shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof which relate to the conduct of Grantee's system business.

SECTION 7. INTEGRATION

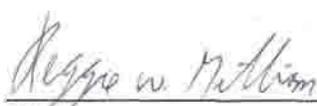
This Agreement sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby. This is an integrated Agreement.

Approved by the County of Southampton on this 22 day of July, 2002.

Attest:



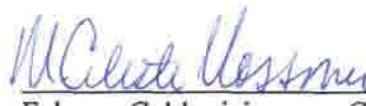
County Clerk



Chairman



Witness



M. Celeste Vossmeier
Vice President
Government Relations
Falcon Cablevision, a California Limited
Partnership, doing business as Charter
Communications

**AGREEMENT TO PURSUE
INFORMAL FRANCHISE RENEWAL PROCEDURES**

THIS AGREEMENT is made as of the ____ day of _____, 2014, by and between the County of Southampton, Virginia, a political subdivision of the Commonwealth of Virginia (the "County") and Falcon Cablevision, a California limited partnership d/b/a Charter Communications ("Charter").

WHEREAS, Charter currently holds a cable television franchise awarded by the County, which franchise authorizes Charter to provide cable service within the territorial limits of the County (the "Franchise"); and

WHEREAS, Section 626(a)(1) of the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 546(a)(1) (the "Cable Act"), provides that if a written renewal request is submitted by a cable operator during the 6-month period which begins with the 36th month before franchise expiration and ends with the 30th month prior to franchise expiration, a franchising authority shall, within six months of the request, commence proceedings to identify future cable-related community needs and interests and to review the performance of the cable operator under the franchise during the then current franchise term; and

WHEREAS, Charter has submitted the written request specified in Section 626(a)(1) of the Cable Act by letter dated December 27, 2013, which letter was received by the County on December 30, 2013; and

WHEREAS, Charter's written request advises the County that Charter is invoking its rights under the formal renewal procedures set forth in Section 626 of the Cable Act, 47 U.S.C. § 546; and

WHEREAS, based on the date of receipt of the written request, under the provisions of the Cable Act, the County must commence a needs assessment and past performance proceeding no later than June 30, 2014; and

WHEREAS, Chapter 21, Art. 1.2, § 15.2-2108.19 et seq. of the Code of Virginia, 1950, as amended, (the "Code") contains certain procedures and requirements pertaining to franchise renewal; and

WHEREAS, the County and Charter agree that utilizing the informal renewal process described in Section 626(h) of the Cable Act, 47 U.S.C. § 546(h), is mutually beneficial and such method for reaching a franchise renewal agreement is preferable to the formal renewal procedures and timelines set out in Section 626(a)-(g) of the Cable Act, 47 U.S.C. § 546(a)-(g), and any applicable procedures and requirements set forth in the Code.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, terms, conditions and representations contained herein, the parties agree as follows:

1. The parties agree that the County has commenced a proceeding as required by Section 626(a)(1) of the Cable Act and § 15.2-2108.30 of the Code. Charter further agrees that it will not at any time claim or otherwise assert before a court of competent jurisdiction or any administrative agency or body that the County failed to commence in a timely manner the proceeding required by Section 626(a)(1) of the Cable Act, 47 U.S.C. § 546(a)(1), and § 15.2-2108.30 of the Code.

2. Notwithstanding the foregoing, the County and Charter shall proceed exclusively under the informal renewal process set forth in Section 626(h) of the Cable Act, 47 U.S.C. § 546(h), unless either party invokes its rights under paragraph 3 herein.

3. Each party hereto reserves the right to continue to proceed pursuant to the formal renewal procedures established in Section 626(a)-(g) of the Cable Act, 47 U.S.C. § 546(a)-(g), and in the event either party elects to exercise such right it shall provide written notification to the other party, unless such procedures and requirements are preempted by law or inapplicable as of the date notice is provided.

4. Nothing agreed to herein shall affect the current date of expiration of the Franchise.

5. Except as expressly stated herein, neither party waives any of its rights or defenses under applicable laws, ordinances, resolutions, agreements, social contracts, rules and decisions, nor shall either party to this Agreement be prejudiced in any way, except as provided herein. Further, the County and Charter expressly reserve all of their rights and defenses under applicable laws, ordinances, resolutions, social contracts, agreements, rules and decisions. The County specifically reserves all of its rights under the Cable Act and the Code with respect to determining whether to renew the Franchise.

6. Nothing in this Agreement shall be construed to create or vest legal rights or obligations that do not otherwise exist under applicable laws, resolutions, ordinances, social contracts, agreements, rules and decisions.

7. The parties agree that the County may perform all actions consistent with applicable federal, state and local law and the Franchise which it deems necessary to identify present and future cable-related needs and interests and to assess Charter's performance under the Franchise as part of the informal renewal process to be followed pursuant to this Agreement. The County reserves all rights under applicable federal, state or local law to recommence, amend, alter or in any way supplement any needs ascertainment which it has conducted during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of this _____ day of _____, 2014.

COUNTY OF SOUTHAMPTON, VIRGINIA

Chairman

By: _____
Chairman, Board of Supervisors

ATTEST:

Clerk

APPROVED AS TO FORM

County Attorney

FALCON

**CABLEVISION, /B/AD HARTER
COMMUNICATIONS**

By: _
Its: _

