

Before the
STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

<hr/>)	
Application of)	Case 25-C-_____
Comcast Cable Communications, LLC)	
)	
For Approval from the Commission:)	
)	
To Transfer of Control of Cable Franchises)	April 23 , 2025
)	
From)	
)	
Comcast of New York LLC)	
)	
To)	
)	
<u>Comcast of Connecticut, Inc.</u>)	

**APPLICATION OF TRANSFER OF COMCAST OF NEW YORK, LLC FRANCHISES
TO COMCAST OF CONNECTICUT INC.**

DUE TO INTERNAL RESTRUCTURING TRANSACTION

In accordance with 16 NYCRR 897.4, the enclosed application is filed on behalf of Comcast Cable Communications, LLC. ("Comcast") in connection with an internal restructuring involving two subsidiaries: Comcast of New York, LLC and its parent entity Comcast of Connecticut, Inc.

As you may know, we operate our cable systems in New York through a wholly owned subsidiary Comcast of New York, LLC, which is 100% owned by Comcast of Connecticut, Inc. In order to streamline our organization, we intend to complete an internal reorganization (the "Transaction") whereby the entity that currently operates Comcast's cable systems in New York State (Comcast of New York, LLC) will merge out of existence into its corporate parent, Comcast of Connecticut, Inc. Immediately upon the closing of the merger, the surviving entity will be renamed: Comcast of California/Connecticut/Michigan/New York, Inc. This merger is a step to simplify reporting and other internal operations but otherwise has no operational impact on the cable system.

Upon completion of the Transaction, the systems and franchises covered by this application will be held by Comcast of Connecticut, Inc (renamed: Comcast of California/Connecticut/Michigan/New York, Inc.). The Transaction will not result in a transfer of ultimate control – Comcast will retain ultimate ownership and management authority over the affected systems.

Additionally, this Transaction will have no impact to Comcast's existing franchises. In fact, this exact Transaction is contemplated in all franchises with the following language:

“A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An “affiliated company” is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity.” (see Exhibits B-M).

This transaction is not an asset transfer or stock transfer. Additionally, there is no purchase and sale agreement. Much of FCC Form 394 is not applicable to this type of internal restructuring transaction, but we have nevertheless prepared a Form 394 for your review.

Since this Transaction is internal and will not result in any change in the operation or ultimate ownership of any cable system or franchise, the Commission may find it unnecessary to take any action. To the extent you believe it is necessary, we have provided the following:

- Exhibit A - FCC Form 394 & Corresponding Exhibits 1-3
 - o Exhibit 1: Draft Agreement and Plan of Merger
 - o Exhibit 2: Transferee's/Assignee's Financial Qualifications
 - o Exhibit 3: Transferee's/Assignee's Technical Qualifications
- Exhibit B - listing each impacted franchise, municipality and whether the Transaction requires municipal approval under the terms of the franchise.
- Exhibits C-M – Applicable language from Comcast Franchise Areas included in Transaction.

This internal Transaction will have absolutely no impact on our systems, their operations or our staff or management, and we will continue to do business as Comcast. Furthermore, there will be no change in our commitment to provide our customers with the best variety and quality of programming and world class customer experience. Please review the enclosed materials and provide Comcast with the guidance necessary to complete this Transaction in a manner that is satisfactory to the Commission. If you have any questions or concerns about the draft proposal, please do not hesitate to contact me at 860-505-3397 or Dan_Glanville@comcast.com. Thank you.

Sincerely,



Daniel M. Glanville
Vice President, Government/Regulatory Affairs & Community Impact
Comcast New England Region

Exhibit A

FCC Form 394 & Corresponding Exhibits 1-3

FCC 394

APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE

SECTION I. GENERAL INFORMATION

FOR FRANCHISE AUTHORITY USE ONLY

DATE **4/23/2025**1. Community Unit Identification Number: **NY1028; NY1054; NY1055; NY1099; NY1182; NY1200; NY1221; NY1222; NY1453; NY1454; NY2105**2. Application for: ☐ Assignment of Franchise ☒ Transfer of Control3. Franchising Authority: **New York Public Service Commission**

4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located:

Beekman, Brewster, Carmel, Hampton, Kent, Patterson, Pawling Town, Pawling Village, Putnam Valley, Somers, Southeast

5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:

Current franchises started between 2018 and 2025

6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:

Within 60 days of NYPSC Approval

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

None

Exhibit No.

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first)

Comcast of New York, LLC

Assumed name used for doing business (if any)

Comcast

Mailing street address or P.O. Box

222 New Park Drive

City	State	ZIP Code	Telephone No. (include area code)
Berlin	CT	06037	860-414-5066

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.

1

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

☒

Yes

☐

No

If No, explain in an Exhibit.

Exhibit No.

PART II - TRANSFEREE/ASSIGNEE

1. (a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first)

Comcast of Connecticut, Inc. (post-transaction to be renamed: Comcast of California/Connecticut/Michigan/New York, Inc)

Assumed name used for doing business (if any)

Comcast

Mailing street address or P.O. Box

222 New Park Drive

City	State	ZIP Code	Telephone No. (include area code)
Berlin	CT	06037	860-414-5066

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first)

Matt Skane

Firm or company name (if any)

Comcast

Mailing street address or P.O. Box

222 New Park Drive

City	State	ZIP Code	Telephone No. (include area code)
Berlin	CT	06037	860-414-5066

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No.
none

(d) Indicate the address where the system's records will be maintained.

Street address

No change.

City	State	ZIP Code

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No.
none

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

<input checked="" type="checkbox"/> Corporation	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">a. Jurisdiction of incorporation: Oklahoma</td> <td style="width: 50%; padding: 2px;">d. Name and address of registered agent in jurisdiction: Corporation Service Company</td> </tr> <tr> <td style="padding: 2px;">b. Date of incorporation: 10/11/1968</td> <td style="padding: 2px;">10300 Greenbriar Place</td> </tr> <tr> <td style="padding: 2px;">c. For profit or not-for-profit: For Profit</td> <td style="padding: 2px;">Oklahoma City, Oklahoma 73159</td> </tr> </table>	a. Jurisdiction of incorporation: Oklahoma	d. Name and address of registered agent in jurisdiction: Corporation Service Company	b. Date of incorporation: 10/11/1968	10300 Greenbriar Place	c. For profit or not-for-profit: For Profit	Oklahoma City, Oklahoma 73159	
a. Jurisdiction of incorporation: Oklahoma	d. Name and address of registered agent in jurisdiction: Corporation Service Company							
b. Date of incorporation: 10/11/1968	10300 Greenbriar Place							
c. For profit or not-for-profit: For Profit	Oklahoma City, Oklahoma 73159							
<input type="checkbox"/> Limited Partnership	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">a. Jurisdiction in which formed:</td> <td rowspan="2" style="width: 50%; padding: 2px;">c. Name and address of registered agent in jurisdiction:</td> </tr> <tr> <td style="padding: 2px;">b. Date of formation:</td> </tr> </table>	a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:	b. Date of formation:				
a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:							
b. Date of formation:								
<input type="checkbox"/> General Partnership	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">a. Jurisdiction whose laws govern formation:</td> <td style="width: 50%; padding: 2px;">b. Date of formation:</td> </tr> </table>	a. Jurisdiction whose laws govern formation:	b. Date of formation:					
a. Jurisdiction whose laws govern formation:	b. Date of formation:							
<input type="checkbox"/> Individual								
<input type="checkbox"/> Other. Describe in an Exhibit.								

Exhibit No.

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

(a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.

(b) Citizenship.

(c) Relationship to the transferee/assignee (e.g., officer, director, etc.).

(d) Number of shares or nature of partnership interest.

(e) Number of votes.

(f) Percentage of votes.

(a) Assignee: Comcast of California/ Connecticut/Michigan/New York, Inc This entity is 100% owned by Comcast Cable Communications, LLC		
(b) None of the remaining questions are applicable.		
(c)		
(d)		
(e)		
(f)		

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

☒ Yes ☐ No

If the answer is No, explain in an Exhibit.

Exhibit No.

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?

☐ Yes ☒ No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?

☐ Yes ☒ No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ Yes ☒ No

If Yes, provide particulars in an Exhibit.

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

☐ Yes ☒ No

If No, attach as an Exhibit a full explanation.

Exhibit No.
no such documents

SECTION III. TRANSFEE/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.
2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

☒ Yes ☐ No

Exhibit No.
2

SECTION IV. TRANSFEE/ASSIGNEE'S TECHNICAL QUALIFICATIONS


Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.
3

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.


I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
	Date 23-Apr-25
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Print full name Daniel M. Glanville
	Check appropriate classification: <input checked="checked" type="checkbox"/> Individual <input type="checkbox"/> General Partner <input type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain:

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
	Date 23-Apr-25
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Print full name Daniel M. Glanville
	Check appropriate classification: <input checked="checked" type="checkbox"/> Individual <input type="checkbox"/> General Partner <input type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain:

FCC Form 394

**Comcast of New York, LLC merger into its corporate parent Comcast of Connecticut, Inc.
(post-merger to be renamed: Comcast of California/Connecticut/Michigan/New York, Inc.).**

EXHIBIT 1

Draft Agreement and Plan of Merger is attached.

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER was adopted on April ____, 2025, by and between Comcast of New York, LLC, a Delaware limited liability company ("NY"), by resolutions of its sole member, and Comcast of Connecticut, Inc., an Oklahoma corporation ("CT"), by resolutions of its board of directors and sole shareholder. NY and CT are collectively referred to herein as the "Constituent Entities."

WITNESSETH:

WHEREAS, NY is a limited liability company duly organized and existing under the laws of the State of Delaware, having been formed on December 5, 2005, and its sole member is CT; and

WHEREAS, CT is a corporation duly organized and existing under the laws of the State of Oklahoma, having been formed on October 11, 1968, and its sole shareholder is Comcast Cable Communications LLC, a Delaware limited liability company; and

WHEREAS, the Constituent Entities have approved this Agreement and Plan of Merger in the manner set forth above and declared it to be in the best interest of the Constituent Entities that NY and CT merge with and into CT, with CT being the surviving company (the "Surviving Company") in the manner and under the terms and conditions hereinafter set forth and pursuant to the applicable provisions of the Delaware Limited Liability Company Act and the Oklahoma General Corporation Act.

NOW, THEREFORE, for the purpose of effecting such merger and prescribing the terms and conditions thereof and in consideration of the mutual covenants and agreements contained herein, the Constituent Entities, each intending to be legally bound, hereby covenant and agree as follows:

- FIRST: Upon compliance with the applicable provisions of the Delaware Limited Liability Company Act and the Oklahoma General Corporation Act, on June ____, 2025 (the "Effective Date"), NY shall be merged with and into CT, with CT being the Surviving Company, and the separate existence of NY shall thereupon cease (the "Merger").
- SECOND: The Certificate of Incorporation of the Surviving Company as in effect on the Effective Date shall be the present Certificate of Incorporation of CT.
- THIRD: The Bylaws of the Surviving Company as in effect on the Effective Date shall be the present Bylaws of CT.
- FOURTH: The officers of CT in office on the Effective Date shall be the officers of the Surviving Company, holding offices in the Surviving Company which they hold in CT on the Effective Date, and shall continue until their respective successors have been appointed.
- FIFTH: The appropriate officers of NY and CT shall make and execute, under the corporate seals of the respective entities, if applicable, whatever certificates and documents are required by the States of Delaware and Oklahoma to effect the Merger, and to cause the same to be filed, in the manner provided by law, and to do all things whatsoever, whether within or without the States of Delaware and Oklahoma, which may be necessary and proper to effect the Merger.

SIXTH: Effect of Merger:

- a) On the Effective Date, the separate existence of NY shall cease, and CT shall continue to exist as the Surviving Company.
- b) All limited liability company interests of NY on the Effective Date will be canceled and extinguished as a result of the Merger and no new limited liability company interests, securities, or other consideration shall be issuable with respect thereto.
- c) All the property, real, personal and mixed, and franchises of each of the Constituent Entities, and all debts due on whatever account to any of them, shall be deemed to be transferred to and vested in the Surviving Company, without further action, and the title to any real estate or any interest therein, vested in any of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger. On the Effective Date, the Surviving Company shall be responsible for all the liabilities of each of the Constituent Entities. Liens upon the property of the Constituent Entities shall not be impaired by the Merger and any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place or the Surviving Company may be proceeded against or substituted in its place.

SEVENTH: If at any time after the date hereof, including after the Effective Date, the Surviving Company shall determine that any further actions or instruments of conveyance are necessary or desirable in order to vest in and confirm to the Surviving Company full title to and possession of all the properties, assets, rights, privileges and franchises of NY, then the persons who were officers and directors of NY prior to the Merger shall, as such officers and directors, if applicable, take all such actions and execute and deliver all such instruments as the Surviving Company may so determine to be necessary and desirable.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement and Plan of Merger as of the date first written above.

Comcast of New York, LLC

Comcast of Connecticut, Inc.

By: _____
Jeremy Hsu, Vice President

By: _____
Jeremy Hsu, Vice President

FCC Form 394

**Comcast of New York, LLC merger into its corporate parent Comcast of Connecticut, Inc.
(post-merger to be renamed: Comcast of California/Connecticut/Michigan/New York, Inc.).**

EXHIBIT 2

Transferee's most recent financial statements are incorporated into the financial statements of its ultimate corporate parent Comcast Corporation, a publicly traded company. Those financial statements are voluminous and can be found at the following web link:

<https://www.cmcsa.com/financials>

Documents provided there include Annual Reports, Earnings Releases, and other SEC filings.

FCC Form 394

**Comcast of New York, LLC merger into its corporate parent Comcast of Connecticut, Inc.
(post-merger to be renamed: Comcast of California/Connecticut/Michigan/New York, Inc.).**

EXHIBIT 3

Comcast Corporation through its local operating affiliates including Comcast of California/Connecticut/Michigan/New York, Inc., operates cable systems in 39 states and the District of Columbia and has been in the business of building, operating and maintaining cable systems since 1963.

As this transaction is a ministerial internal reorganization in which the current franchise holder is being merged into its corporate parent, none of the information about the officers and management personnel is changing.

Exhibit B

LFA	Expiration Date	Entity	Does Franchise Require Municipal Approval? (Y/N)
Beekman - Exhibit C	4/6/2029	Comcast of New York, LLC	no - 9.9 (c)
Brewster Village - Exhibit D	6/17/2029	Comcast of New York, LLC	no - 9.9 (c)
Carmel - Exhibit E	8/22/2029	Comcast of New York, LLC	no - 9.9 (c)
Hampton – Exhibit F	3/2/2028	Comcast of New York, LLC	no - none
Kent - Exhibit G	2/22/2033	Comcast of New York, LLC	no - 9.8 (c)
Patterson - Exhibit H	1/30/2035	Comcast of New York, LLC	no - 9.8 (c)
Pawling Town - Exhibit I	7/18/2033	Comcast of New York, LLC	no - 9.9
Pawling Village - Exhibit J	12/21/2033	Comcast of New York, LLC	no - 9.7 (c)
Putnam Valley - Exhibit K	8/2/2031	Comcast of New York, LLC	no - 9.8 (c)
Somers (Heritage Hills) - Exhibit L	9/16/2031	Comcast of New York, LLC	no - 1.31.2
Southeast - Exhibit M	3/31/2030	Comcast of New York, LLC	no - 9.9 (c)

Exhibit C

Applicable language from Beekman Comcast Franchise Area

SECTION 9.9 - TRANSFER OR ASSIGNMENT

(a) This Renewal Franchise or control hereof shall not be transferred or assigned without the prior written consent of the Town, which consent shall not be arbitrarily or unreasonably withheld.

(b) In accordance with P.S.L. §222, transfer of this Renewal Franchise shall not be effective without the prior approval of the Commission.

(c) A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Town shall, in accordance with State and FCC rules and regulations, notify Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Town has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM

(a) Upon termination of this Renewal Franchise or of any renewal hereof by passage of time or otherwise, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Town or property owner may deem any property not removed as having been abandoned.

(b) Franchisee may not abandon cable television service in any portion of the franchise area without the written consent of the Town.

Exhibit D

Applicable language from Brewster Village Comcast Franchise Area

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above , then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

(a) This Renewal Franchise shall not be transferred or assigned without prior notice to the Franchising Authority.

(b) In accordance with P.S.L. §222, transfer of this Renewal Franchise shall not be effective without the prior approval of the Commission.

(c) A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity.

Exhibit E

Applicable language from Carmel Comcast Franchise Area

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

(a) This Renewal Franchise shall not be transferred or assigned without the prior written notice to the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld.

(b) In accordance with P.L. §222, transfer of this Renewal Franchise shall not be effective without the prior approval of the Commission.

(c) A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Town shall, in accordance with State and FCC rules and regulations, notify Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Town has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given. Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all terms and conditions contained in this Renewal Franchise.

Exhibit F

Applicable Hampton Comcast Franchise Agreement

CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN THE TOWN OF HAMPTON, NEW YORK AND
COMCAST OF NEW YORK, LLC

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made as of the 21st day of SEPTEMBER 2017 (the "Effective Date") between the Town of Hampton, Washington County, New York (hereafter "Town" or "Grantor") and Comcast of (hereafter, "Franchisee").

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

WHEREAS the Franchisee desires to provide cable service in the Town for the benefit of the residents of the Town of Hampton,

WHEREAS the Franchisee's technical ability, financial conditions and character were considered and approved in a full public proceeding affording due process,

WHEREAS the Franchisee's plans for constructing, maintaining and operating the cable television system were considered and found adequate and feasible in a full public hearing affording due process,

WHEREAS the Franchisee complies with the New York State Public Service Commission's ("Commission") franchise standards,

WHEREAS this Franchise Agreement is nonexclusive,

WHEREAS the Franchisee shall construct and maintain its cable system using materials of good and durable quality and that all work involved in the construction, installation, maintenance and repair of the cable system shall be performed in a safe, thorough and reliable manner,

WHEREAS access to cable service will not be denied to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides;

WHEREAS the rates and charges imposed by the Franchisee for cable television service shall be subject to regulation in accordance with federal law,

WHEREAS the Franchisee shall comply with the minimum standards for public, educational and governmental access as set forth in Section 895.4 of the Commission's rules,

WHEREAS the terms of this Franchise are subject to the approval of the Commission,

WHEREAS the Franchisee shall file applications for all necessary approvals from the Commission and the Federal Communications Commission within sixty (60) days from the date the Franchise is granted or amended.

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

1. GRANT OF AUTHORITY

The Town hereby grants to the Franchisee under the Federal Cable Act a nonexclusive Franchise which authorizes the Franchisee to construct, operate and maintain a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with public rights of way within the Town, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any public right of way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Agreement shall be construed to prohibit the Franchisee from offering any service over its cable system that is not prohibited by federal, state or local law. Notwithstanding the above, Franchisee shall not be obligated to extend its Cable System beyond the current Service Area to unserved areas of the Town nor provide Cable Service in the Town where such service is being provided by another multi-channel video programming provider.

2. TERM OF FRANCHISE

The term of the Franchise granted hereunder shall be for an initial term of ten (10) years, commencing upon the date of execution of this Franchise, until the Franchise is renewed or is lawfully terminated.

3. SERVICE AREA

The Service Area shall be that geographic portion of the Town in which Franchisee has provided, and continues to provide, cable service to residents of the Town as of the effective date of this agreement and those areas of the Town to which service may be extended without a contribution-in-aid-of-construction consistent with the requirements of Section 895.5 of the Commission's rules.

4. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

5. ENTIRE AGREEMENT

This Franchise Agreement, embodies the entire understanding and agreement of the Town and the Franchisee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

IN WITNESS WHEREOF, This Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of this 21ST day of SEPTEMBER, 2017.

Attest:

Rebecca S. Jones

Town of Hampton

By: [Signature]
Dave O'Brien
Town Supervisor

Attest:

Shawn Coleman

Comcast of New York, LLC

By: [Signature]
Michael C. Parker
Senior Vice President, Western New England Region

Exhibit G

Applicable language from Kent Comcast Franchise Area

said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.8 - TRANSFER OR ASSIGNMENT

(a) This Renewal Franchise shall not be transferred or assigned without the prior written notice to the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld.

(b) In accordance with P.L. §222, transfer of this Renewal Franchise shall not be effective without the prior approval of the Commission.

(c) A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Town shall, in accordance with State and FCC rules and regulations, notify Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Town has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given. Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all terms and conditions contained in this Renewal Franchise.

SECTION 9.9 - REMOVAL OF SYSTEM

Upon termination of this Renewal Franchise or denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

Exhibit H

Applicable language from Patterson Comcast Franchise Area

acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising Authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.8 - TRANSFER OR ASSIGNMENT

(a) This Renewal Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld.

(b) In accordance with P.S.L. §222, transfer of this Renewal Franchise shall not be effective without the prior approval of the Commission.

(c) A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Town shall, in accordance with State and FCC rules and regulations, notify Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Town has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given. Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all terms and conditions contained in this Renewal Franchise.

Exhibit I

Applicable language from Town of Pawling Comcast Franchise Area

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Town has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Town shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Town believes may have been in default and the details relating thereto. The Franchisee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Town in writing, contesting the Town's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Town, in writing, by certified mail, at forty-five (45) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

(c) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Town or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Town shall issue a written determination of its findings. In the event that the Town determines that the Franchisee is in such default, the Town may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Town fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 9.8(a) above; (ii) the Town fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Town fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Town fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against the Franchisee by the Town shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

This Renewal Franchise or control hereof shall not be transferred or assigned without the prior written consent of the Town, which consent shall not be arbitrarily or unreasonably withheld, conditioned or delayed. The consent of the Town shall be given only after a hearing upon written application therefor on forms prescribed by the State Commission. The prior approval of the Town shall not be required for any sale, assignment or transfer of this Agreement of the Cable System to an entity controlling, controlled by or under the same common control as Comcast. Further, no consent shall be required for a transfer in trust, by mortgage, hypothecation or by assignment of rights, title or interest in order to secure an indebtedness. The application for

consent to an assignment or transfer shall be signed by the Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Town shall, in accordance with State and FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Town has not taken action on the Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 – ABANDONMENT

Franchisee may not abandon cable television service in any portion of the franchise area without the written consent of the franchising municipality.

SECTION 9.11 - REMOVAL OF SYSTEM

Upon termination of this Renewal Franchise or of any renewal hereof by passage of time or otherwise, the Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Town or property owner may deem any property not removed as having been abandoned.

SECTION 9.12 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to Article 11 of Chapter 48 of the New York Consolidated Laws, and the rules and regulations of the FCC and the State Commission, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New York, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Town and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

Exhibit J

Applicable language from Pawling Village Comcast Franchise Area

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) If (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.7 - TRANSFER OR ASSIGNMENT

(a) This Renewal Franchise shall not be transferred or assigned without the prior written notice to the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld.

(b) In accordance with P.L. §222, transfer of this Renewal Franchise shall not be effective without the prior approval of the Commission.

(c) A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer

shall be signed by Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Village shall, in accordance with State and FCC rules and regulations, notify Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Village has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given. Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all terms and conditions contained in this Renewal Franchise.

SECTION 9.8 - REMOVAL OF SYSTEM

Upon termination of this Renewal Franchise or denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

SECTION 9.9 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal and state law, including but not limited to the rules and regulations of the FCC and the State of New York (Article 11 of Chapter 48 of the New York Consolidated Laws), as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein.

Exhibit K

Applicable language from Putnam Valley Comcast Franchise Area

said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.8 - TRANSFER OR ASSIGNMENT

(a) This Renewal Franchise shall not be transferred or assigned without the prior written notice to the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld.

(b) In accordance with P.L. §222, transfer of this Renewal Franchise shall not be effective without the prior approval of the Commission.

(c) A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Town shall, in accordance with State and FCC rules and regulations, notify Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Town has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given. Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all terms and conditions contained in this Renewal Franchise.

SECTION 9.9 - REMOVAL OF SYSTEM

Upon termination of this Renewal Franchise or denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

Exhibit L

Applicable language from Somers (Heritage Hills) Comcast Franchise Area

1.25. *Public Buildings*: Those buildings owned or leased by the Franchising Authority for government administrative purposes and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

1.26. *Public Rights-of-Way*: The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, including all streets, sidewalks, ways, lanes, drives, land path, alley, court or circle within the LFA or the roads, lanes and ways of the Heritage Hills community, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

1.27. *Renewal Agreement*: Means this Agreement or any amendments or modifications in accordance with the terms herein.

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

1.29. *Subscriber Network*: The trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

1.30. *Title VI*: Title VI of the Federal Cable Act, Cable Communications, as amended.

1.31. *Transfer of the Franchise*:

1.31.1. Any transaction in which:

1.31.1.1. a fifty percent ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.31.1.2. the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons.

1.31.2. However, notwithstanding Sub-subsections 1.31.1.1 and 1.31.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.32. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Federal Cable Act, 47 U.S.C. § 522(20), as amended.

1.33. *Video Service Provider ("VSP")*: Any entity using the public rights-of-way or other mechanism to provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Pursuant to the Cable Act, the regulations of the FCC and the Cable Law, the LFA hereby grants a non-exclusive franchise to Franchisee. subject to the terms and conditions of this Agreement, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain not otherwise available to Franchisee under law is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement. Nothing herein shall preclude Franchisee from offering any other service over the Cable System as may be lawfully allowed.

2.2. *Effective Date and Term*: This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation or an Order Approving Renewal for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be ten (10) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

Exhibit M

Applicable language from Southeast Comcast Franchise Area

SECTION 9.9 - TRANSFER OR ASSIGNMENT

(a) This Renewal Franchise or control hereof shall not be transferred or assigned without the prior written consent of the Town, which consent shall not be arbitrarily or unreasonably withheld.

(b) In accordance with P.S.L. §222, transfer of this Renewal Franchise shall not be effective without the prior approval of the Commission.

(c) A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Town shall, in accordance with State and FCC rules and regulations, notify Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Town has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM

(a) Upon termination of this Renewal Franchise or of any renewal hereof by passage of time or otherwise, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Town or property owner may deem any property not removed as having been abandoned.

(b) Franchisee may not abandon cable television service in any portion of the franchise area without the written consent of the Town.