

Cable Television Franchise Agreement

between

MCT Communications Inc.

d/b/a MCT Cable

11 Kearsarge Avenue

Contoocook NH 03229

and

The Town of Bradford

Bradford NH 03221

June 27, 2001

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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT RENEWAL entered into this ____ day of _____, 2001 by and between the Board of Selectmen of the town of Bradford, (hereinafter referred to as the "Board") and MCT Communications, Inc., (hereinafter referred to as the "Company") replaces the original and initial Franchise Agreement dated June 27, 1986.

WHEREAS, The Town at its Annual Meeting in March, 1979 pursuant to Revised Statutes Annotated of New Hampshire, Chapter 53-C, authorized its Selectmen to be a franchising authority with respect to the granting of a franchise for the installation and operation of cable television systems within the Town, and subject to the vote of the Town Selectmen, approving the granting of a franchise to the Company, and,

WHEREAS, The Company is prepared and desirous of renewing by contract such franchise from the Town.

NOW THEREFORE, in consideration of their mutual covenants, promises, and agreements contained herein, the Town and Company agree as follows:

I. Authorization

1. Grant of Franchise.

The Town grants to the Company the right, privilege and franchise for the construction, maintenance and operation of television transmission and distribution facilities and extensions thereto commonly referred to as a cable television system for a period of fifteen (15) years from the effective date hereof. This franchise shall extend to subsequent additions to the above mentioned cable television system and any replacement, addition or improvements thereof. The cable television system for which this franchise is granted shall be for the purpose of transmission and distribution of audio and visual impulses of radio and television energy, communications, data and any other lawful purpose, in accordance with the laws and regulations of the United States of America, the State of New Hampshire and the Ordinances and Regulations of the Town now in existence or hereafter adopted, provided that no future ordinance or regulation shall amend the terms of this agreement without the consent of the Company. The foregoing description of purpose shall not be deemed a limitation of the right of the Company to use the cable television system for any lawful purpose.

2. Use of Public Facilities.

In consideration of the foregoing, there is hereby granted to the Company, its successors and assigns, the right to erect, maintain, and operate said cable television transmission and distribution facilities, and additions thereto, in, under, over, along, across, and upon the streets, lanes, avenues, sidewalks, alleys, bridges, and other public places in the Town of Bradford, New Hampshire, and subsequent additions thereto for the purpose of transmission and distribution of said audio and visual impulses of television energy and other communications type services. This franchise, however, shall not relieve the Company of any obligations involved in obtaining pole or conduit use agreements in the streets of the Town.

3. Assignment.

Said franchise cannot in any event, be sold, transferred, leased, assigned or disposed of in whole or part, either by forced or voluntary sale, merger, consolidation, mortgage, trust,

receivership or any other means without the prior consent of the Town expressed by a vote of the Selectmen. Such consent shall not be arbitrarily or unreasonably withheld by the Town. No such transfer shall be effective unless the transferee shall file a written statement with the Town agreeing to be bound by all terms and conditions of this franchise. (It shall not be deemed a transfer if it be transferred to any entity controlled more than 50% by the Company.)

II. Street Occupancy

1. Facilities.

The Company's transmission and distribution system, poles, wires, and appurtenances shall be located, erected, and maintained according of standards of the industry.

2. Installation.

Construction and maintenance of the transmission distribution system shall be in accordance with the provisions of the National Electrical Safety Code, the National Electrical Code (NFPA 70) and such applicable ordinances and regulations of the Town of Bradford, affecting electrical installations, which may be presently in effect.

3. Maintenance and Operation.

In the maintenance and operation of its television transmission and distribution system in the streets, alleys, and other public places and in the course of any new construction or addition to its facilities, the Company shall proceed so as to cause the least possible inconvenience to the general public. Any excavation or taking up of pavement, curbing or sidewalks shall be done only with the approval of the Town, and shall be repaved by the Company.

4. Relocations.

In the event the Town shall relocate a street, raise or lower a bridge, or make any other changes requiring removal of utility installations, the company at its sole expense shall remove or relocate its installations at said locations.

5. Authority to Trim Trees.

The Company shall have the right to trim trees upon and over-hanging the streets of the Town so as to prevent the branches of such trees from coming in contact with the wires and cables of the system.

6. Restoration of Reimbursement.

In the event of disturbance of any street or private property by the Company, it shall at its own expense and in a manner approved either by the Town in the case of a public way or the owner, in the case of a private way, replace and restore such street or private property in as good a condition as before the work causing such disturbance was done.

III. Operations

1. Operations to be in Accordance with Rules.

The Company shall maintain and operate its cable television system in accordance with the rules and regulations of the Federal Communications Commission, the State of New Hampshire and the Town.

2. Municipal Services.

The Company shall provide “Basic Cable Service” to all public schools within Town at no monthly cost or installation charges. The Company may also provide “Basic Cable Service” without charge to other municipal buildings within the Town as may be designated by the Selectmen.

IV. Performance

1. Services.

The Company shall maintain a cable television system with a bandwidth of no less than 400 MHz and a minimum capacity of 52 channels including potential for two-way service. The

Company shall have the right to substitute programming at its discretion and shall use its best efforts to maintain a reasonable mix of programming. .

V. Liability and Indemnification and Other Guarantees

1. Indemnification.

The Company shall indemnify, protect and save harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, due to any suit, judgement, execution, claim or demand whatsoever, arising from losses and physical damage to property, and bodily injury or death to persons, including payments made under Workers' Compensation Law, which may arise out of or be caused by the erection, maintenance, presence, use or removal of said attachments on poles within the Town or by any act of the Company, its agents or employees. The Company shall carry insurance, to protect the parties hereto from and against all claims, demands, actions, judgements, costs, expenses, and liabilities which may arise or result, directly or indirectly from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to physical damages to property shall not be less than \$100,000.00 (dollars) as to any one accident and not less than \$100,000.00 (dollars), aggregate in any single policy year; and against liability due to bodily injury or to death of persons not less than \$500,000.00 (dollars) as to any one person and no less than \$5,000,000.00 (dollars) as to any one accident. The Company shall also carry such insurance as it deems necessary to protect it from all claims under the Workers' Compensation Laws in effect that may be applicable to the Company. All insurance required by this Agreement shall remain in full force and effect for the entire life of this Agreement. Said policy or policies of insurance or a certificate of insurance shall be deposited with and kept on file by the Town Clerk or Selectmen's Office. In addition, the Company shall indemnify the Town and its officials and shall hold them harmless of and from any and all liability with respect to alleged copyright infringements, and with respect to the subject matter of any program transmitted by the Company.

2. Company to have no Recourse.

The Company shall have no recourse whatsoever against the Town for any loss, cost, expense or damage arising out of any provision or requirement of this Franchise, except for costs, expenses and/or damages arising out of negligence or other wrongful conduct of the Town, its officers, employees, or agents, but in no event shall the Municipal Officers of said town ever be personally liable for any action or inaction relating to their administration of this Agreement, if done in good faith.

3. Contravention of Provisions; Costs of Litigation.

The reasonable costs of any litigation incurred by the Town to enforce the provisions of this Franchise against the Company shall be reimbursed to the Town by the Company. Such costs shall include filing fees, costs of depositions, discovery, and expert witnesses, all other expenses of suit, and a reasonable attorney's fee. The reimbursement of such costs shall be required only if a final judgement should be entered in favor of the Town.

VI. Service Standards

1. Complaint Procedures

The Company will adopt its own complaint procedures with respect to the investigation and resolution of all complaints regarding cable television operations. The Company will handle all service requests and complaints through its Customer Services Center and investigation of all complaints with respect to the quality of service, malfunction of equipment and other matters relating to its operations. A payment office will be maintained in the MCT Telecom Customer Service Center in Warner as long as the Company desires. All complaints shall be investigated within twenty-four (24) hours and, if due to the Company's equipment, shall be repaired as soon as reasonably possible. Notice of the procedures for reporting and resolving complaints will be given to each customer by the company at the time of initial installation of the cable television system. The Town will be provided, with material related to complaint procedures.

2. Discrimination.

The Company shall not refuse service to any person or organization who requests such service for a lawful purpose. The company shall not, as to rates, charges, service facilities, rules, regulations or in any other respect make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage, except for the establishment of a rate schedule to be filed with and approved by the Town as provided herein, except the Company may offer discounted rates to its employees and also may offer special rates for promotional purposes.

3. Privacy.

The company shall not provide any list designating customer's names and/or addresses to any other party without prior approval by the Town.

4. Service Response.

The Company will provide reasonable service response, seven (7) days a week for all complaints and requests for repairs. Upon request within 30 days of the service outage, the Company will credit any affected subscriber the pro rata portion of then umber of signals affected by the outage, for each twenty-four (24) hour period wherein service is not provided.

5. Interruption and Rebate.

The Company will, whenever it is necessary, interrupt service over the system for the purpose of maintenance, alteration or repair, but will endeavor to do so at such time as will cause the least amount of inconvenience to its subscribers, unless such interruption is unforeseen or due to an emergency. Upon request within thirty (30) days of the service interruption, the Company will credit any affected subscriber the pro rata portion of the number of signals affected by the outage, for each twenty-four (24) hour period wherein service is not provided.

VII. Franchise Fee

1. Franchise Fee.

The Company shall pay to the Town as a Franchise fee an amount equal to 3% of Basic Service customer revenues. These Basic Service revenues will be adjusted by uncollectible revenue.

2. Computation.

The Town shall be furnished at the time the fee is paid, with a financial statement reflecting the total annual gross basic service revenue as defined immediately above in subsection 1, for the payment period. The fee shall be due and payable on or before May 31 in each year following the calendar year in which the fee is accrued. If the fee is not paid when due, interest therein shall accrue at the rate allowable by the State for past due real property taxes.

VIII. Franchise Renewal and Termination

1. Renewal.

This Franchise Agreement shall take effect and be in full force and effect from the date hereof and the same shall continue in full force and effect for a term of fifteen (15) years beginning with the date of such acceptance. The Company shall have the option to renew this Franchise for an additional period not to exceed fifteen (15) years upon the same terms and conditions. Should the Company desire to exercise this option, it shall so notify the Town, in writing, not less than six (6) months prior to expiration of this Franchise.

2. Revocation.

The Town reserves the right to revoke this Franchise and rescind all rights and privileges associated with it only in the following circumstances:

1. If the Company should default in the performance of any of its obligations under this Franchise and fails to cure or commence with diligence to cure the default within thirty (30) days after receipt of written notice of the default from the Town.

2. If a petition is filed by or against the Company under the Bankruptcy Act, or any other insolvency or creditors' right law, state or federal, and the Company shall fail to have it dismissed.
3. If the Company becomes financially insolvent or makes an assignment for the benefit of creditors.
4. If the Company arbitrarily ceases to provide service over the cable television system and fails to reinstate service after notice as in paragraph (1) above.

3. Procedure Prior to Revocation.

Upon the occurrences of any of the events enumerated in paragraph B of this section, the Selectmen may, after hearing, upon thirty (30) days written notice to the Company citing the reasons alleged to constitute cause for revocation, set a reasonable time in which the Company must remedy the cause. If the Company fails to remedy the cause or to commence with diligence to remedy the cause, within the time specified, the Selectmen may revoke the Franchise. In any event, before the Franchise may be terminated, the Company must be provided with an opportunity to be heard before the Selectmen.

4. Surrender of Franchise.

The Company may surrender this Franchise at any time upon filing with the Town Clerk of the Town, a written notice of its intention to do so at least six (6) months before the surrender date. On the surrender date specified in the notice, if the Company has completed performance as specified herein, and on payment of all franchise fees to the surrender date, all of the rights and privileges and all the obligations, duties, and liabilities of the Company shall terminate. If performance is not complied with, the Town shall have those remedies provided by law or contained herein.

IX. Rates and Charges

1. Charges for Services.

Adjustments in rates and installation charges for primary/additional outlets and other categories of customer services may be made by the Company. The Company will notify the Board in advance of any changes it intends to make in the basic cable service rates. The

Company will maintain a list of its rates and charges and will notify its entire customer base when any changes are made to these rates. Rates and charges for basic cable television services are to be developed and applied in accordance with all applicable State and Federal guidelines and rules. All rates and charges shall be uniform, fair and reasonable and designed to meet all necessary costs of service, including a fair rate of return on the Company's investment.

2. Premium Services.

Premium entertainment services and non-entertainment television uses are not regulated pursuant to this franchise agreement.

X. Seasonal Service & Rates

The Company will provide seasonal service based on definitions and parameters outlined below:

1. Definition of Seasonal Services

A. A Seasonal Customer is a customer who owns, leases or rents a dwelling place that could be termed as a "second home", "summer home" or seasonal home, where such dwelling is located within the cable service area, and the customer requests cable service at that dwelling anytime during the period of May 1 through September 30 in any calendar year, and is a customer who has a permanent residence, either inside or outside the cable service area.

B. A Seasonal Customer, may also be a customer who has a permanent residence within the cable service area and who leaves the area for a minimum of two (2) months for vacation purposes or because the customer normally resides in another area during the winter months.

2. Description of the Service Applications

A. Seasonal Service at reduced rates includes all "off-air" broadcast stations carried on the cable system (ie; broadcast networks, PBS) and does not include satellite services and premium services.

B. Implementation of Seasonal Service, if requested, will drop customers to the reduced level, change their billing address and reduce their rate on October 1 and will bring them

back up to full basic cable service and restore original charges, change their billing address and raise their rate on May 1.

C. A customer may upgrade to Basic Cable Service earlier than May 1 or downgrade to Seasonal Service later than September 30 by notifying the company, however, the customer must carry (subscribe to) full Basic Cable Service from May 1 through September 30.

D. If a Seasonal Customer desires to subscribe to premium service offerings during the off-season, the full premium rate(s) shall be applied for a minimum of one month's service rate. Under this offering, no upgrade installation charges will apply.

E. Regular installation charges will apply for customers who opt to disconnect at the end of the season and reconnect in the Spring/Summer.

F. Winter Seasonal Customers who are regular customers with permanent residence within the cable system area, and who leave for two (2) months or more during the winter months, may call the Company in advance of leaving the area and set up the times for their service to change to "seasonal" and the date it will be returned to "regular" service. To qualify for this service a customer must pay for full service at least five (5) months of a calendar year.

XI. Line Extension policy Along the Public Right of Way

A. The Company will extend its lines to any dwelling unit where said lines will pass at least twelve (12) customers per continual mile of cable plant. Extensions may be made in other areas that do not meet the above conditions so long as the customer shares the cost of construction with the Company as described below.

B. The Company will provide an estimate of the construction expenses required to connect such households. The estimate will specify the portion of the expense to be assumed by the Company, defined in paragraph D below, with the remaining expense to be borne equally by the requesting households.

C. Before proceeding with the construction, the Company may require the requesting households to enter into a contract containing suitable payment requirements and other conditions. Contracts shall be for no more than twenty-four (24) months.

D. The Company will calculate its estimate of construction expenses in the following categories: (i) Make-ready expenses (rearranging power and telephone lines); (ii) engineering and design costs; (iii) coaxial cable, strand and pole hardware expenses; (iv) amplifiers and line extenders and system power supplies; (v) subscriber taps and directional couplers; and (vi) labor and installation expenses for each household and any other costs associated with each line extension.

Upon request, the Company will supply the Board with pertinent documents and information in support of the above calculations.

Cost of construction estimates as of January 2001 (*note: cost of construction is subject to change at any time*):

1. Extensions requiring both trunk and distribution cable and associated system electronic components = Four dollars (\$4.00) per foot of construction.
2. Extensions requiring only distribution cable and associated system electronic components = Two dollars and fifty cents (\$2.50) per foot of construction.

An example of the calculation of a typical line extension estimate:

Assume nine (9) potential customers requesting service where one (1) continual mile of cable facilities is required to reach the 9th customer, with trunk and distribution cable, at \$4.00 per foot, required to deliver adequate signal levels to each customer.

5280 feet @ \$4.00 = \$21,120.00

440 ft. allowance for each actual customer x 9 = 3,960 feet (\$15,840.00)

Company's share of cost = \$1,320 x 9 = \$15,840.00

Customers' share of cost = \$21,120.00 minus \$15,840.00 = \$5,280.00

Each customers' share = \$5,280.00 divided by 9 = \$586.67

E. Drop Lines to Customer Premise: The Company will at normal installation charges, extend drop lines from its cables to the customers' premises for a distance not to exceed two hundred (200) feet. Distances in excess of two hundred (200) feet will be completed, subject to engineering limitations, with the cost of said additional construction to be assumed in its entirety by the customer.

XII. Line Extension Policy – Private Property

The Company will construct the first two hundred fifty (250) feet of cable on private roads, driveways or property. All costs beyond two hundred fifty (250) feet shall be borne by the

customer(s) requesting service. This includes all applicable costs as outlined in Section XI, paragraph D and also shall include poll attachment fees which are charged to the Company.

The entire cost shall be paid before construction is started or a contract for payment shall be executed by all parties before construction shall begin. Contracts shall be for no more than 24 months.

XIII. Miscellaneous

1. Technological Changes.

The Company shall upgrade its facilities, equipment and service as customers' demands dictate, subject to economic feasibility.

2. Public Access.

The Company agrees to provide for a shared access channel for public use, however, the cost of required production equipment, along with all production costs shall be borne by the entities using the channel.

3. Severability.

If any section, subsection, sentence, clause, phrase or word of this Franchise, or other Franchise documents including the Company's application, should be held invalid or unconstitutional either by the FCC or any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word shall be deemed severable as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

4. Franchise Binding.

Anything contained herein to the contrary notwithstanding, all provisions of this Franchise shall be binding upon the Company, its successors, lessees or assigns, and the Town, its successor and assigns.

5. Failure to Enforce Provisions.

The Company shall not be excused from complying with any of the terms and conditions of this Franchise by any failure of the Town upon one or more occasions to insist upon or to seek compliance with any such terms or conditions.

6. Unauthorized Connections or Service.

No cable television system may be operated in the Town without specific written authority granted by the Board.

It shall be unlawful for any firm, person, group, company, corporation, or governmental body or agency, without the written consent of the Company, to possess or make any connection, extension, or division whether physically, acoustically, inductively, electronically, or otherwise, with or to any segment of this cable television system for any purpose whatsoever.

It shall be unlawful for any firm, person, group, company, corporation, or governmental body or agency to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the cable television system for any purpose whatsoever.

The violation of any of the foregoing paragraphs in this section shall subject the violator or violators to reimbursing the Company for losses incurred. Such reimbursement shall be in addition to any other legal remedies which the Company may have regarding the aforementioned violations.

XIV. Definitions

For the purpose of this Franchise the following terms, phrases, and words and their derivations shall have the meaning specified herein. When not inconsistent with the context, words used in the present tense include the future words in the singular number include words in the plural number.

1. Cable Television System

A system which receives and amplifies the signals broadcast by one or more television stations and redistributes such signals to subscribing members of the public for a fixed or

periodic fee, employing wires or cables passing along, over, under, across and upon streets, ways, lanes, alleys, parkways, bridges, highways, and other public places, including property over which a Town has an easement or right of way, and including facilities which in addition to providing such reception, amplification and redistribution, are also used to originate and distribute program or other material to such customer.

2. Customers

Shall mean any person, firm, company, municipality, corporation or association receiving either basic service or additional services under the rates or charges filed with the Town currently in effect from the Company.

3. Dwelling Unit

Means a structure of any kind, including mobile homes, used for residential purposes and shall include those structures used either permanently or seasonally for such use, also, each individual apartment or condominium unit.

4. Federal Communications Commission

Is the present federal agency of that name as constituted by the Communications Act of 1934, or any successor agency created by the United States Congress.

5. Company

Means all persons including, but not limited to, subsidiaries, parents, or affiliate companies, associations or organizations having any rights, powers, privileges, duties, liabilities or obligations, under this Franchise, and also includes all persons having or claiming any title to or interest in the network, whether by reason of the franchise itself directly or by interest in a subsidiary, parent, or affiliate company, association or organization of by any subcontract or transfer.

6. Town

Shall mean the Town of Bradford, its Selectmen, officials, agents, and employees, unless otherwise specifically designated; the area within the territorial Town limits.

7. Basic Service Revenue

Shall mean revenues collected from customers for Basic Cable Service, less uncollectible amounts. This does not mean or include premium service, installation revenues or other services.

8. Board

Shall mean the Board of Selectmen, Town of Bradford, New Hampshire, and its successors.

9. Reasonable Rate of Return

Shall mean the return on the company's investment, utilizing traditional criteria approved by the FCC.

10. Franchise

Shall mean the authority to construct and operate a cable television system within the Town; with this document constituting the final and complete grant of authority.

11. May

Is permissive.

12. Shall

Is mandatory.

13. Will

Is mandatory.

14. Inflation Rate

The Consumer Price Index (CPI) as published by the United States Department of Labor.

15. Basic Cable Service

A combination of "off-air" and satellite stations offered for a basic monthly rate.

16. Premium Service

Special programming services offered at separate monthly rates or combination (package) rates with other services. (Example: Home Box Office (HBO), Showtime).

17. FM Radio Service

Complete FM radio broadcast band from 88 – 108 MHz

18. Pay-Per-View Services

Movies or special events that may be accessed by customers at specific times, for a singular price per event.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the aforesaid day and year.

WITNESS:

TOWN: Bradford, New Hampshire

By: Christopher J. Fry
Its Selectman

By: [Signature]
Its Selectman

By: _____
Its Selectman

WITNESS:

John J. Bate

COMPANY: MCT Communications Inc.

By: Paul S. Vilette
Its President & CEO

STATE OF NEW HAMPSHIRE

MERRIMACK, SS, 2001

Personally appeared the above-named Selectmen of the Town of Bradford, New Hampshire, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of the Town.

Before me,

Notary Public

STATE OF NEW HAMPSHIRE

MERRIMACK, SS, 2001

Personally appeared the above-named Paul E. Violette, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Company herein..

Before me,



Notary Public

LAURA J. FRENCH
Notary Public - New Hampshire
My Commission Expires May 23, 2006

