

COPY

**FRANCHISE EXTENSION AGREEMENT**

The undersigned mutually agree to extend the current Cable Television Franchise Agreement entered into on May 31, 1990 between the TOWN OF EFFINGHAM, NEW HAMPSHIRE ("Grantor") and FRONTIERVISION ACCESS PARTNERS, LLC d/b/a Adelphia Cable Communications ("Grantee") (the "Franchise Agreement") through **August 1, 2005**. During said extension, the terms and conditions of the current Franchise Agreement shall remain in full force and effect.

Both parties hereby reserve all rights under applicable provisions of the Cable Act, including Sections 626 and 635. Nothing herein shall be deemed or construed as a waiver, release or surrender of any right that either party may have under the Cable Act or any applicable law.

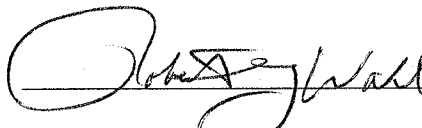
Execution of this Extension ("Extension") shall neither constitute an assumption or rejection by Grantee of the original Franchise nor a waiver of Grantee's rights respecting the Franchise, including, without limitation, all of Franchisee's rights under section 365 of the Bankruptcy Code, 11 U.S.C. § 365.

AGREED:

AGREED:

TOWN OF EFFINGHAM

FRONTIERVISION ACCESS PARTNERS, LLC  
d/b/a Adelphia Cable Communications



By: John Meisner

By: Robert G. Wahl

Title: Chairman  
Board of Selectmen

Title: Sr. Vice President, Operations

Date: 5-31-05

Date: 6.6.2005

# ~~Adelphia~~

June 6, 2005

VIA UPS DELIVERY

Mr. John P. Meisner, Chairman  
Board of Selectmen  
Town of Effingham  
68 School Street  
Effingham, NH 03882

***Re: Franchise Extension Agreement - Town of Effingham, NH***

Dear Chairman Meisner:

Enclosed for your files is a fully executed Franchise Extension Agreement for the Town of Effingham, New Hampshire, extending the current franchise agreement through **August 1, 2005**.

Please feel free to contact me at (978) 557-2056 if you have any questions regarding this mailing.  
Thank you.

Sincerely,



Kim R. Hayden  
Franchise Coordinator

/krh

Enc.

cc: Tom Wilson, Director of Gov't Affairs / Regional Counsel  
Gerry Buckley, Area Director of Gov't Affairs  
John Bailey, General Manager

**Adelphia**

COPY

October 4, 2002

Board of Selectmen  
Town of Effingham  
P.O. Box 25  
South Effingham, New Hampshire 03882

Dear Members of the Board:

Per your request, enclosed is a copy of the current Cable TV Franchise Agreement between the Town of Effingham and Adelphia Cable.

Should you have any questions, I can be reached at (603) 224-8344.

Sincerely,



Keith R. Froleiks  
Area Manager

Enclosure

10 Ferry Street  
Suite 208  
Concord NH 03301  
Phone (603) 224-8344  
Fax (603) 224-8399

TOWN OF EFFINGHAM, NEW HAMPSHIRE  
CABLE TV FRANCHISE AGREEMENT

SECTION 1 - SHORT TITLE

This franchise agreement shall be known and may be cited as Town of Effingham, New Hampshire CATV Franchise.

SECTION 2 - DEFINITIONS

For the purposes of this franchise, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words, used in the present tense include the future; words in the plural include the singular, and vice versa. The word "shall" is always mandatory and not merely directory.

(a) "Town" shall mean the Inhabitants of the Town of Effingham, New Hampshire organized and existing under the laws in the State of New Hampshire and the area within its geographical and legal limits, and its municipal officers.

(b) "Cable System" shall mean the system of antennae, cables, amplifiers, towers, microwave links and any other conductors, converters, equipment, or facilities designed and constructed for the purpose of receiving or producing, amplifying, storing, processing and distributing audio, video, digital or other forms of electronic or electric signals.

(c) "Completion of Construction" shall mean the time at which the cable television system specified is in place and capable of immediate, full service to all locations in areas served by Grantee.

(d) "Board of Selectmen" is the board of Selectmen of the Town of Effingham, New Hampshire.

(e) "Grantor" is the Town of Effingham, New Hampshire.

(f) "Grantee" is State Cable TV Corporation.

(g) "FCC" is the Federal Communications Commission.

(h) "Person" shall mean any person, firm, partnership, association, corporation, company or other organizations of any kind.

(i) "Subscriber" shall mean any person who purchases or receives services from the Grantee.

(j) "Franchise" shall mean the authorization granted hereunder relating to the right, privilege and non-exclusive authority to construct, erect, operate, and maintain, in, upon, along, across, above, over and under telephone line or power line easements now laid out or dedicated, and all extensions thereof, in the Town, a system of poles, wires, cables, optical fibers, underground conduits, manholes and other conductors and fixtures necessary to maintain a CATV system.

### SECTION 3 - GRANT OF FRANCHISE AND TERM

There is hereby granted by the Town of Effingham, New Hampshire to State Cable TV Corporation the franchise to construct, operate and maintain a cable system in, upon, along, across, above and over and under the streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto, poles, wires, cables, underground conduits, manholes and other cable conductors and fixtures necessary for the maintenance and operation in the Town of Effingham of a cable system, to be used for the sale and distribution of cable television service to subscribers and institutions in the town. This franchise shall take effect and be in full force from and after the final execution of this franchise by the issuing authority. The duration of the rights, privileges and authorizations hereby granted shall be for fifteen (15) years from the date hereof unless validly cancelled, terminated, revoked or otherwise discontinued as provided in this agreement. This franchise shall be renewed for an additional period of equal length provided the Grantee is in full compliance with all the Laws of the Land and the terms of this franchise.

The Grantee shall at all times during the operation of the franchise, be subject to and comply with the contractual obligations assumed by acceptance of the franchise and all federal, state and local laws, rules, regulations and codes.

### SECTION 4 - COMPLIANCE WITH APPLICABLE LAW AND POLICE POWERS

(a) Work done in connection with the construction, service, repair, operation or maintenance of the grantee's CATV system shall be subject to and governed by all laws, rules and regulations of the Town now in force or hereafter adopted. In addition, the construction, maintenance and operation of the Grantee's CATV system and all property of the grantee subject to this franchise shall be subject to all police powers and regulations of the Grantor. The Grantor shall have the power at any time, to order and require the Grantee to remove and abate any facility or condition that is dangerous to life or property.

(b) The Grantor shall have the right to adopt, in addition to the provisions contained in this franchise and existing applicable ordinances, such laws or regulations as it shall find necessary from time to time in the lawful exercise of its police power, which laws or regulations will apply to this franchise.

SECTION 5 - TERRITORIAL LIMITS

(a) The rights and privileges awarded pursuant to this franchise shall relate to and cover the entire present territorial limits of Town and any area annexed thereto during the term of the franchise. In the event Town annexes additional territory during the term of this franchise, Grantee shall provide cable television service within such areas, in accordance with all the provisions of this franchise, with due diligence after notification from Town to do so.

SECTION 6 - REIMBURSEMENT OF TOWN'S EXPENSES

(a) Grantee shall pay all reasonable attorney's fees, consultant's fees, costs and expenses incurred by Town in monitoring, prosecuting, enforcing or negotiating any of the provisions of this Franchise Agreement against or with Grantee. Payment shall be made within 30 days after receipt of billing thereto.

SECTION 7 - INDEMNIFICATION AND INSURANCE

(a) The Grantee shall indemnify and save Grantor harmless from all losses sustained by the Grantor on account of any suit, judgment, execution, claim, damage, or demand whatsoever occasioned by or arising out of the operation or maintenance of the grantee's CATV system in the Town. Grantor shall notify Grantee within thirty (30) days after the presentation of any claim or demand, either by suit or otherwise, made against the Grantor on account of any negligence or other claim or liability occasioned or arising out of the operation, maintenance, or construction of the Grantee's CATV system within the Town.

(b) Grantee shall maintain during the full term of the franchise such insurance as will protect it and Town from any claims which may arise directly or indirectly or result from its acceptance of the franchise or Grantee's operations under this franchise, whether such operations are performed by Grantee, or by anyone for whose acts Grantee may be liable, including but not limited to, the following:

(1) Worker's Compensation, including disability benefits and any other legally required employee benefits, shall be supplied in statutory amounts;

(2) General Liability Insurance shall be supplied in the following amounts:

Bodily injury or death .....	\$1,000,000 per person
	\$5,000,000 per occurrence
Property Damage .....	\$1,000,000

The Grantee shall provide and maintain solely at its own expense, effective at the date of issuance of the franchise, an all-risk umbrella

policy in an amount not less than the replacement value of the cable system including without limitation, its buildings, structures and equipment, exclusive of aerial plant, foundations, earthwork, roadways and paving.

All liability policies, workers compensation and employer's liability, umbrella liability, including any customary broadcaster's insurance carried by the Grantee, shall carry the town as an additional named insured. Inclusion of the town as a named insured in any insurance policy shall in no way be construed as constituting the town as being involved with the franchise, nor any damage recovered by the town, shall be construed to excuse unfaithful performance by the Grantee or limit the liability of the Grantee under this regulation.

(d) By not later than the effective date of this franchise, and thereafter throughout the duration of the franchise, Grantee shall furnish to Town current certificate of insurance.

#### SECTION 8 - CONDITIONS OF STREET OCCUPANCY

(a) Any work which requires the disturbances of the surface of any street or the interference of any traffic shall be undertaken in accordance with the Ordinances of the town of Effingham and any amendments thereto. Grantee, at its sole expense, shall restore all damage to property, both public and private, cause by the construction, operation, maintenance or repair of the cable system. Such restoration shall be made as soon as practicable after completion of work necessitating the restoration, and shall be done in a manner approved by Town and in accordance with the municipal building permit.

(b) The Grantee shall have the right to attach its wires to existing poles owned by the Grantor or any agency of the Grantor without payment of annual rental fees, provided the grantee shall pay in advance for all costs of rearrangement of existing wires necessary to achieve the clearance as specified by the 1981 Edition of the National Electrical Safety Code, and provided further that all such poles are identified and inspected by the Code Enforcement Officer.

(c) All structures, lines, and equipment erected by the Grantee within the Town shall be so located as to cause no interference with the proper uses of streets, alleys, existing easements, and other public ways and places, and to cause no interference with rights or reasonable convenience of property owners who abut any of the said streets, alleys, or other public ways and places. Existing poles, posts, and other such structures of the electric power company or the telephone company or any other public utility which may be available to the Grantee shall be used to the extent possible.

(d) The Grantee shall have the rights and shall be subject to the obligations as set forth in RSA 231:172 to trim trees upon and overhanging 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 Grantee.

(e) If at any time during the term of this franchise the Grantor shall lawfully elect to alter or change any street, alley, easement, or other public way requiring the relocation of the facilities of the Grantee, then in such event, Grantee, at its expense, upon at least forty-five (45) days written notice by the Grantor, shall to the extent necessary to accommodate the change, remove, relay and relocate its facilities.

(f) The Grantee shall, upon the request of any person wishing to move a building or other similar large object, temporarily relocate its wires. Temporary removal or raising or lowering of wires shall be paid for by the person requesting the same, and the Grantee shall be paid for by the person requesting the same, and the Grantee shall be given not less than five (5) working days advance notice to arrange for such temporary wire changes. The Grantee shall have the right to demand a deposit by certified check equal to the estimated cost of such temporary rearrangement of its plant and facilities at least two (2) full working days prior to the temporary wire changes. Upon completion of the move, the Grantee shall present a final bill to the person moving the house or object.

(g) The Grantee shall be responsible for the proper and safe installation of all equipment and facilities and for the maintenance and inspection thereof.

#### SECTION 9 - CONSTRUCTION, OPERATION, SERVICE AND MAINTENANCE OF THE SYSTEM

(a) Grantee agrees that within 45 days of the signing of this agreement it will begin applications for pole rights and other authorizations required from utility companies in order to locate its wires, conduits and other facilities in the Town of Effingham. The Grantee agrees that it will proceed diligently at all times toward the application for the securing of all necessary permits and approvals and that after securing the necessary approvals, it will proceed with due diligence with the construction of all required facilities in accordance with the construction timetable.

Within 60 days from the receipt of all required permits and authorizations, the Grantee shall commence construction of the cable television system. Such construction shall be pursued with reasonable diligence.

Within six (6) months from the receipt of all required permits, the Grantee shall commence providing services to subscribers.

During the time following the signing of the franchise agreement and prior to the actual operation of the system, the Grantee shall submit a written report every 90 days summarizing the activities which have occurred since the preceding report so the the Selectmen may determine that due diligence is being exercised toward the securing of required permits and approvals as well as construction being pursued with due diligence.



(b) The Grantee shall maintain and operate the CATV system and render efficient service to subscribers during the term of said franchise. The construction, maintenance, and operation of the grantee's CATV system shall be in conformance with the National Electrical Code, and the National Electrical Safety Code and the rules and regulations of the FCC, and the State of New Hampshire as the same exists or as the same may be hereafter amended or adopted, and in accordance with the requirements of the Grantor.

(c) All structures erected by Grantee and all lines, equipment and connections in, over, under and upon streets, sidewalks, alleyways, public ways and places of Grantor, wherever situated or located, shall be kept and maintained at all times in safe condition and in good order and repair by the Grantee.

(d) The signal of any television or radio station carried on Grantee's CATV system shall be carried without material degradation in quality as set forth by the FCC. Grantee's CATV system shall be operated so that there will be no interference with television reception, radio reception, telephone communications, or other electronic installations installed by the residents of the Town of Effingham.

(e) Grantee shall maintain its present office in Center Conway, New Hampshire. Upon reasonable notice, Grantee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions, and other matters. Grantee shall have a listed toll free telephone number operated so the complaints and requests for repairs or adjustments may be received twenty-four (24) hours a day, seven (7) days a week. Week-day customer complaint of no picture or unwatchable picture will be handled the same day if called in during the day or the following day if called in at night. Other calls will be handled the next normal working day.

(f) Grantee's CATV system will be extended to serve additional areas where the average dwelling density of the extension is twenty (20) dwelling units per mile. Once a particular area is identified as meeting the above density test, then the Grantee shall install cable and have full cable service available to those residents in that area within one (1) year. If a group of residents who wished to be served by an extension whose density is less than twenty (20) residential dwelling units per mile desire service and present a request for service to the Grantee, the Grantee shall prepare a cost estimate of the extension for the residents' consideration.

Fire roads are not included in the above roads and shall not be cabled unless the furthest end of the fire road is located within 300 feet of the main road. Subscribers wishing service on fire roads longer than 300 feet will be serviced only under the provisions of Section 9 Paragraph (f).

(g) Grantee shall provide, without charge, along its routes, a single outlet to each public educational institution, police and fire station, town hall, and public library passed by cable and located within the Town upon request of the Grantor. Upon request of the Grantor in writing, Grantee shall provide additional outlets in the public buildings designated above, but may charge for the cost of labor, materials, and overhead for installation

of these outlets. Monthly service for all such public connections shall be free. Any existing outlets installed in schools or municipal buildings prior to the signing of this contract will remain in place with no monthly service charge.

(h) It is the Grantee's and the Town's intent that new development in the state of the art be incorporated into the cable system whenever it would be in the subscribers best interest to do so, taking into consideration all relevant economic and technological factors. New services and technological changes available to municipalities within Grantee's service area shall be made available to subscribers in the Town of Effingham.

(i) The cable system would cover the width from 5 Mhz to 450 Mhz. This would provide the availability of 42 usable channels.

#### SECTION 10 - SUBSCRIBER ANTENNAE

Notwithstanding a required disconnection of subscribers' existing antennae and downloads to receivers connected to the cable system, the system shall be so designed that physical removal of such antennae and downloads from the structure is not required, and so the subscribers may utilize such antennae in place of the cable system connection. Grantee shall furnish to each subscriber so requesting, at cost (including labor and reasonable overhead), a switch permitting the subscriber to change from cable reception to home antenna reception, and back, at the option of the subscriber.

#### SECTION 11 - LOCATION OF PHYSICAL FACILITIES

Grantee shall make available to Town, for inspection and copying by town, on request and reasonable notice, maps, plans, drawings, blueprints and other papers and documents which show the location of the physical elements comprising the cable system, including, but not limited to, antennae or other electromagnetic wave receivers, headend and subheadend, trunk and feeder cable runs and business office.

#### SECTION 12 - DROPS

In areas where the cable distribution is located underground, drop connections to the subscriber's structure shall be underground; in other areas the drop connections shall be aerial unless the subscriber requests underground installation and elects to pay the cost thereof.

#### SECTION 13 - TIME OF INSTALLATION

Service to any subscriber served by an aerial drop shall commence by not later than fourteen (14) days after service is requested. Service to any subscriber serviced by an underground drop shall commence by not later than 120 days after service is requested. In either case, Grantee shall not be deemed in violation of the requirements of this Section 14 if it is unable to perform because of force majeure, Act of God, strike, weather, or other reason beyond Grantee's control. The time periods within which Grantee is obligated to make installations pursuant to this Section

13 in areas to which service is extended pursuant to Section 9 Paragraph (f) above shall commence running in each such extension area on the date upon which Grantee completes construction in such extension area. Grantee shall maintain records of all requests for service showing the date upon which service was requested and the date of installation of service. Such records shall be available at Grantee's local office for at least three (3) years for inspection by Town as it may at any time and from time to time request, during regular business hours and upon reasonable notice.

#### SECTION 14 - GRANTEE'S RULES

The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Grantee to exercise its rights and perform its obligations under this franchise and to insure an uninterrupted service to each and all of the subscribers to its CATV system. Although this right is extended, it shall not violate the franchise, laws, rules or CATV Ordinance or the intent of any other section of this contract.

#### SECTION 15 - COURT AND REGULATORY AGENCY REPORTS AND FILINGS

(a) Grantee shall submit simultaneously, to Town copies of all pleadings, applications, reports, communications and documents of any kind except tax returns, submitted by Grantee to, as well as copies of all decisions, correspondence and actions by, any Federal, State and local courts, regulatory agencies and other government bodies relating to its cable television operations both within and without Town which have a direct impact on the Town franchise.

(b) The Board of Selectmen shall be responsible for the administration of the franchise.

#### SECTION 16 - FEE

Grantee shall pay to Town an annual franchise fee of three (3) percent of Grantee's gross revenues from basic subscriber rates charges to its subscribers. Grantee agrees that this fee will not be a separate line item charge on the subscriber invoice. Payment of the franchise fee shall be due and payable no later than 60 days from December 31 of each year.

The Grantee shall submit to the Town an annual report covering the Grantee's operations in the Town for the preceding calendar year. The annual report shall include a written statement of cable operations for the past year, stating the number of subscribers, the number of homes passed and the number of miles of plant. The Town shall also have access to the financial records of the Grantee for the purpose of verifying gross revenue received on which the fee is calculated.

## SECTION 17 - CONTROL OF COMPANY

(a) Change of Control - Thirty days' prior notice to Town and prior written approval by Town of continuation of the franchise shall be required for a change in ownership or control of the cable system, cable system property or facilities, the cable franchise, or any transfer which changes effective majority control of Grantee. A change in ownership or control shall take place if more than 50% of the stock issued and outstanding is transferred to any entity not owned and controlled by the Grantee. Any pledge or collateralization of any assets of the cable system shall be excluded from the provisions of this paragraph, but the exercise of any right to foreclose upon or seize such assets shall be included.

(b) Limitation - The restrictions on transfer or ownership of the facilities and property of the cable system shall not apply to a disposition of property which will leave Grantee with property such that it can fully satisfy its obligations hereunder, or the disposition of worn-out or obsolete facilities or personal property in the normal course of construction, operating, maintaining and repairing the system, provided such facilities and property are replaced with facilities and property of at least equivalent quality and purpose capable of performing all functions of the facilities and property being disposed of.

(c) Receivership - In the event of the appointment of a receiver or trustee, or debtor in possession, to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, Grantee shall notify Town of such fact within five (5) days of its occurrence, and such notification shall be treated as a notification that a change in control of Grantee has taken place, and the provisions of "a" hereof governing approval of Town to such change shall apply. The term "bankruptcy" as used herein shall include an assignment for the benefit of creditors and a petition for rearrangement or other similar procedure.

## SECTION 18 - CONSTRUCTION

This franchise shall be constructed and enforced in accordance with the laws of the State of New Hampshire.

## SECTION 19 - PARENTAL CONTROL

Grantee shall make available to any subscriber so requesting, at cost, plus labor and reasonable overhead, a "parental guidance" or "lockout device" which will permit the subscriber, at his or her option to eliminate comprehensible reception of any or all of the pay cable channels.

## SECTION 20 - SEVERABILITY

If any section, subsection, sentence, clause, phrase or other portion of this franchise is held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be considered separate, distinct and independent and such holdings shall not affect the continuing validity of the remaining provisions of this franchise.

SECTION 21 - CANCELLATION OF THE FRANCHISE

The Grantor shall have the right to cancel this franchise for any of the following reasons:

(a) If Grantee persistently and deliberately fails to comply in any material respect with the provisions of this agreement and such failure shall continue beyond thirty (30) days after receipt of written notice of such failure from the board of Selectmen; provided, however, that noncompliance shall not be cause for cancellation if Grantee is making a bona-fide attempt to cure the condition causing noncompliance. Grantee shall not be considered in breach of this franchise, for any failure to perform any of its obligations hereunder as a result of force majeure, Act of God, labor dispute or other cause beyond Grantee's control.

(b) In the event that it becomes necessary on the part of the Grantor to cancel this contract, Grantee shall be entitled to a public hearing and to defend their position. Grantor will not cancel Grantee's franchise prior to a public hearing. If after such a public hearing, Grantor revokes this franchise, Grantee will be required to remove all of its' equipment associated with cable at their own expense. If upon expiration, termination or revocation of this franchise, Town exercises its option to require Grantee to remove the cable system, upon failure of Grantee to complete such removal within six (6) months of the expiration, termination or revocation date, Town may deem any property not removed to have been abandoned and title thereto shall vest in Town, or Town may remove such property at Grantee's expense.

SECTION 22 - NOTICE

Except as otherwise provided, all notice required by this contract to the Town shall be mailed certified mail, return receipt requested, addressed to the Board of Selectmen, Town of Effingham, Effingham, New Hampshire and to State Cable TV Corporation, RFD #2, Box 188, Center Conway, New Hampshire 03813.

DATED: May 31 1990

Andrea S. Hubbard  
Witness

Richard C. Seaman

Andrea S. Hubbard  
Witness

J. B. Li

Andrea S. Hubbard  
Witness

Cliff Chamberlain  
Selectmen, Town of Effingham

A. E. D...  
Witness

Albert G. Meyer  
STATE CABLE TV CORPORATION  
Albert G. Meyer, Vice President