

SCANNED

12-20-11

An Agreement between The Helicon Group L.P., d/b/a Charter Communications, hereinafter referred to as "Charter Communications" or "Franchisee", and Town of Haverhill, New Hampshire, hereinafter referred to as "Franchise Authority" or "Franchising Authority".

WHEREAS, Charter Communications desires to operate a cable television system in the town and to obtain a renewal franchise for such cable television system from the franchise authority, and franchising authority is willing to grant said renewal franchise pursuant to applicable laws and regulations, according to the terms and conditions as described herein.

WHEREAS, the Franchising Authority has held public hearing with respect to determine the cable needs of the community and;

WHEREAS, at said hearing all such applicants and other interested parties had due opportunity to be heard and;

WHEREAS, the franchising authority has determined that the legal, character, financial technical and other qualifications of Charter Communications are satisfactory and;

WHEREAS, the Franchising authority recognizes that the area served by Charter is, and may well remain sparsely populated and that certain special provisions should be made;

NOW, THEREFORE, be it resolved:

FIRST: There is hereby granted to Charter Communications its successors and assigns, the franchise to operate a cable television system, including all types of services usually furnished or which can be furnished by such a system, throughout the Town of Haverhill, New Hampshire to such geographic areas within the Franchise territory as may from time to time, contain at least 25 customers per mile which shall render it economical to extend its plant to such areas.

SECOND: The term of the Franchise granted hereby shall be for a period of eleven years from the execution date of hereof (the "Franchise Term") which period is hereby determined to be reasonable period.

THIRD: The Franchisee maintains a local business office or agent in St. Johnsbury or Danville, Vermont. Such office or agent shall be either open or available during reasonable business hours to for the purpose of receiving all complaints regarding the quality of service, equipment malfunctions and similar matters, and it or he shall forward all such matters to responsible officials of the Franchisee which shall be responsible for the prompt investigation and resolution of all such matters.

FOURTH: In the event that subsequent to the date hereof and prior to the termination of the Franchise Term or Renewal Term the Federal Communications Commission amends its rules and regulations and such amendment shall require a modification of the Franchise granted hereby, the Franchisee shall take such steps as shall be necessary or advisable in order to incorporate such amendment into the Franchise granted hereby within one (1) year of adoption of the modification, or at the time of franchise renewal, whichever shall first occur.

FIFTH: No franchise fee shall be required by the Franchising Authority during the Franchise Term and/or the Renewal Franchise Term.

SIXTH: In furtherance of the franchise granted hereby, the following rights and privileges are hereby granted by the Franchising Authority to the Franchisee, subject to the limitations set forth therein:

- 1) The Franchisee is hereby granted the right and privilege to erect buildings in the said Franchise territory and to construct, maintain and operate in the present and future streets, alleys and public places of the Franchise Territory, towers, poles, lines, Cables, Necessary wiring and other apparatus for the purpose of receiving, amplifying, and distributing television and radio signals to said Franchise Territory and the inhabitants thereof.
- 2) Such poles or towers shall be so erected as not to interfere with the traffic over the streets and alleys, and the location of all poles, towers or other obstructions shall be determined so as to give consideration to the reasonable operation of such traffic, and provided that such location shall not be a vested interest, and the same be removed by the Franchisee whenever the same restrict or obstruct the operation or location or any future operation or location of said streets and alleys and public places.
- 3) Permission is hereby granted the Franchisee to attach or otherwise affix cables or wires to the pole facilities of any public utility company even though the same may cross over the streets, sidewalks, public lands, and highways of the Franchise Territory, provided the Franchisee first secures the permission and consent of said aforementioned public utility companies concerned to affix the said cables and/or wires or other apparatus to their pole facilities.
- 4) All streets and sidewalks disturbed or damaged in the construction or maintenance of said cable lines and other appurtenances shall be promptly repaired by the Franchisee at its expense and to the satisfaction of the Franchising Authority.
- 5) The Franchisee shall hold the Franchising Authority harmless from all claims for damages arising out of the construction, maintenance, or operation of said cable lines or other appurtenances unless such claims arise due to the Town's, its officials, boards, commissions, committees or employees contributory negligence.

SEVENTH: For the term of this License, for those eligible pursuant to the provisions below, the Senior Citizen Discount shall be ten percent (10%) off the price of the Basic, primarily broadcast, tier of service.

- 1) To be eligible, a resident must meet the following criteria: (I) sixty-five years or older and head of house hold receiving one of the following (II) i) Medicaid, ii) Governmental fuel assistance, iii) Supplemental Security Income (SSI), iv) V.A. benefits or a recipient or v) senior citizen tax abatements, if any pursuant to NH RSA.
- 2) To establish eligibility, a resident shall bring or mail a photocopy of driver's license, birth certificate, or other document definitively establishing age, plus a photocopy of documentation definitively establishing receipt by the resident at time of application for this discount of any one of the programs listed above. A resident need establish eligibility for this discount only once to continue receiving it so long as they remain a subscriber.
- 3) This discount shall not apply to programming packages.

EIGHTH: The Franchisee shall meet with the Franchising Authority, at least annually, when requested by the Franchising Authority. Said meeting shall be a public hearing.

This Franchise shall be and it hereby is adopted and is dated this 30<sup>th</sup> day of DECEMBER, 2002.

The Town of Haverhill, New Hampshire  
(Franchising Authority)

The Helicon Group, LP. d/b/a  
Charter Communications

By the Selectmen:

Jeffrey R. Delaney  
James W. Whalen  
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M. Celeste Vossmeier  
M. Celeste Vossmeier  
Vice Present Government Relations  
Charter Communications

13 Jan 03  
Date

DECEMBER 30, 2002  
Date