

AN AGREEMENT GRANTING A CABLE TELEVISION FRANCHISE TO SKISAT, LLC TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE TOWN OF WATERVILLE VALLEY, NEW HAMPSHIRE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE SYSTEM.

AGREEMENT entered into this 7th day of October, 2011, between the Town of Waterville Valley, acting through its Board of Selectmen (hereinafter "Town") and SkiSat, LLC (hereinafter "Grantee")

WHEREAS, Grantee currently holds a franchise to operate a cable television system in the Town of Waterville Valley, New Hampshire, having an effective date of September 1, 1996 and an expiration date of August 31, 2011;

WHEREAS, Grantee desires to renew its franchise with the Town;

WHEREAS, on June 29, 2011 Grantee entered into an Asset Purchase Agreement with Time Warner NY Cable LLC under the terms of which Time Warner NY Cable LLC will acquire the assets of SkiSat LLC (the "Transaction"); and

WHEREAS, the Town desires to renew the franchise with SkiSat and to provide for the transfer of the renewed franchise upon the close of the Transaction to Time Warner NY Cable LLC;

WHEREAS, the public interest will be served by the granting of a non-exclusive franchise to Grantee, to erect, install, construct, reconstruct, maintain, operate, dismantle, test, repair, replace, retain, and use a Cable Television System in, upon, along, across, above, over, under or in any manner connected with the streets, lanes, avenues, sidewalks, alleys, bridges; and highways, and other public places in the Town of Waterville Valley as the same now or in the future may exist, for the purpose of transmission and distribution of Cable Services servicing the inhabitants of said Town, and other purposes, for a period of fifteen (15) years, and regulating same;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SELECTMEN OF THE Town of Waterville Valley:

SECTION 1 SHORT TITLE

This agreement shall be known and cited as the "Cable Television Franchise Agreement". Within this document it shall also be referred to as "this Franchise" or "the Franchise".

SECTION 2 DEFINITIONS

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

and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A) "Basic Service" means that service tier which includes the retransmission of local television broadcast signals.
- B) "Board of Selectmen" shall mean the governing body of the Town.
- C) "Cable Television System" or "Cable System" or "System" means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services and which is provided to multiple subscribers within the Town. Such term does not include:
 - 1) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - 2) A facility that serves subscribers without using any public right-of-way;
 - 3) A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system to the extent such facility is used in the retransmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services;
 - (4) An open video system that complies with section 653 of the Communications Act of 1934 as amended; or
 - 5) Any facilities of any electric utility used solely for operating its electric utility systems.
- D) "Cable Service" means (1) the one-way transmission to subscribers of video programming (i.e., programming provided by, or generally comparable to programming provided by, a television broadcast station) and other programming; and (2) subscriber interaction, if any, which is required for the selection or use of such video programming.
- E) "FCC" means the Federal Communications commissions or any successor thereto, having jurisdiction over cable television.
- F) "Force Majeure" means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, explosions, labor unrest, shortage of materials or supplies, partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party.

- G) “Grantee” means SkiSat LLC, its agents, lawful successors, transferees or assignees.
- H) “Gross Revenues” means all service fees, installation charges, and all other fees or charges collected from the provision of Cable Services to subscribers of the System in the Town. Gross Revenues shall not include (1) late fees; (2) excise taxes; (3) sales taxes or any other taxes or fees, including the franchise fee, which are imposed on the Grantee or any subscriber by any governmental unit and collected by the Grantee for such governmental unit. Gross Revenues shall be computed in accordance with Generally Accepted Accounting Principles.
- I) “PEG programming” means public, educational and/or governmental access, locally produced, non-commercial programming.
- J) “Person” means any corporation, partnership, proprietorship or organization authorized to do business in the State or any natural person.
- K) “Public Property” means any real property other than a street owned by any governmental unit.
- L) “State” means the State of New Hampshire.
- M) “Street” means the surface of and the space above and below any street, road highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, parkway, drive, or any public easement or right-of-way now or hereafter held by the Town including poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a System.
- N) “Subscriber” means a member of the general public who legally receives broadcast programming distributed by a cable television system and does not further distribute it.
- O) “Town” shall mean the Town of Waterville Valley, acting through its board of selectmen, and any area annexed thereto from time to time. For purposes of this Agreement, any annexation shall become effective within sixty (60) days of the Town’s written notification to Grantee of the annexation including a complete and accurate listing of the affected addresses.

SECTION 3
GRANT OF AUTHORITY

For the purposes of constructing, operating and maintaining a System in the Town, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets, including over public rights-of-way and through easements, within the Town such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other operating equipment as are necessary and pertinent to the operation of the System.

SECTION 4
COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

- A) This Franchise is granted pursuant to the terms and conditions contained herein. Such terms and conditions shall be subordinate to all applicable provisions of state and federal laws, rules and regulations.
- B) Grantee's rights are subject to the police powers of the Town to adopt and enforce ordinances of general applicability necessary to the health, safety and welfare of the public that are not otherwise inconsistent with the terms and conditions of this Franchise.

SECTION 5
TERRITORIAL AREA INVOLVED

This Franchise is granted for the territorial boundary of the Town, excluding those land areas that are owned or under the control of the Federal Government. In the event of annexation by the Town, any new territory shall become part of the area covered upon sixty (60) days advance written notice by the Town to the Grantee.

SECTION 6
FRANCHISE TERM

This Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Agreement. The Franchise shall continue in full force and effect for a period of fifteen (15) years from such effective date unless renewed, revoked or terminated sooner as herein provided.

SECTION 7
FRANCHISE NON-EXCLUSIVE

The Franchise granted herein is non-exclusive. The Town specifically reserves the right to grant, at any time, one or more additional franchises for a System in accordance with state and federal law; provided, however, any such future franchise shall be granted on terms no more favorable or less burdensome than those contained herein.

SECTION 8
WRITTEN NOTICE

All notices or demands required to be given under this Franchise shall be deemed to be given when delivered personally to the persons designated below or upon the date actually received as evidenced by registered, certified mail receipt, overnight delivery or e-mail addressed as follows:

If to the Town:	Town Manager Town of Waterville Valley PO Box 500 Waterville Valley, NH 03215 e-mail: wvmanager@watervillevalley.org
If to Grantee:	Thomas A. Corcoran, Member SkiSat, LLC 3728 Seabrook Island Road Johns Island, SC 29455

e-mail: tocorc@comcast.net

Phil DeSano, Member
SkiSat, LLC
40 Channel View Drive, Unit 1
Warwick, RI 02889
e-mail: pdesano@cox.net

All notices shall be copied to Time Warner NY Cable LLC in care of:

Shelley Winchenbach
400 Old County Road
Rockland ME 04841
e-mail: shelley.winchenbach@twcable.com

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

SECTION 9
REPAIR OF STREETS AND PROPERTY

Any and all Streets or Public Property or private property which are disturbed or damaged by the Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly repaired by Grantee to a condition as good as that prevailing prior to Grantee's work.

SECTION 10
CONSTRUCTION AND USE OF FACILITIES

- A) Subject to the Town's generally applicable permitting procedures, the Grantee shall have the right to erect, install and maintain the System at such Town-owned locations as it may find necessary for the proper construction and maintenance of the Cable Television System. Prior written approval shall be procured by the Grantee from the proper Town department. The Town agrees that such prior approval shall be granted on a timely basis and will not be unreasonably withheld.
- B) The System shall be located, erected, and maintained so as not to endanger or interfere with the lives of persons or to interfere with any improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the streets, alleys, bridges, sidewalks, or other public property. Removal or relocation of portions of the System when necessary to avoid such interference shall be at the Grantee's expense. However, if any user of the street or right of way is compensated for such removal or relocation, Grantee shall be similarly compensated.
- C) The Cable System shall be Installed in accordance with good engineering practice, and shall not unreasonably interfere with the right of the public or individual property owner and shall not interfere unduly with the travel and use of public places by the public during the construction, repair, or removal thereof, and shall not unduly obstruct or impede traffic.
- D) The Grantee shall maintain its System so that it shall conform to the pattern of the existing public utility facilities, subject to the right of the Town to require relocation,

either overhead or underground, of all such utility facilities when the Town determines that such relocation is necessary and in the public interest but not for arbitrary and capricious reasons. The costs of any such relocation shall be prorated among all affected parties and if any other user of the street or public right of way is compensated for such relocation, Grantee shall be similarly compensated.

- E) The Grantee shall maintain its System so that poles and other structures of public utilities which are available shall be used to the extent practicable and subject to Grantee's ability to obtain such use on reasonable terms and conditions. Before placing or setting portions of the System in new locations on Town property, the Grantee shall file any requested notice of such intention with the Town.
- F) Notwithstanding any other provisions herein regarding the location of the System above ground, including but not limited to poles, the parties agree that the existing Cable System is almost exclusively located underground. Grantee acknowledges that the Town's zoning ordinance and regulations require that additions to the System be installed underground and agrees that it will do so.
- G) Whenever by reason of the construction, repair, maintenance, relocation, widening, raising, lowering of the grade, or vacation of any street or any other modification by the Town for rehabilitating any section of the Town, it shall be deemed necessary by the Town for Grantee to move, relocate, change, alter or modify any portion of the System, such change, relocation, alteration or modification (collectively "relocation") shall be promptly made by the Grantee. Any such relocation shall be at Grantee's sole expense unless any other user of the street or public right of way is compensated for similarly required relocation of its personal property, in which case Grantee shall be similarly compensated. In the event the Grantee, after such notice, fails or refuses to commence, pursue or complete such relocation work within a reasonable time, the Town shall have the authority, but not the obligation, to perform such relocation work and the Grantee shall pay the Town the costs incurred. If Grantee fails to complete any relocation requested by the Town in a timely manner and the Town incurs any costs resulting from such delay, Grantee shall be liable to the Town for such costs.
- H) Grantee shall, upon request of any person holding a building moving permit or permit to move oversized loads issued by the Town, temporarily raise or lower its wires to permit the moving of buildings or oversized loads. The expense of such temporary removal or raising or lowering of the wires shall be paid by the person requesting the same and Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary changes.
- I) Grantee shall have the authority to trim vegetation on or near granted right of way for this System so as to prevent such vegetation from interfering with the proper operation of the System.
- J) All work undertaken in connection with the construction, reconstruction, maintenance, operation or repair of the System shall be subject to and governed by all State and Federal laws, rules and regulations including those of the FCC and any other federal agency having jurisdiction.

SECTION 11

LEGAL OBLIGATIONS

- A) Grantee shall, at its sole cost and expense, indemnify, defend and hold harmless the Town, its officers, boards, commissions, agents and employees, against and from any and all claims, demands, causes of actions, suits, proceedings, damages, liabilities and judgments of every kind arising out of or due to Grantee's construction or operation of the System in the Town, including but not limited to damages for injury or death or damages to property, real or personal, and against all liabilities to others and against all loss, cost and expense, resulting or arising out of any of the same. However, Grantee shall not be required to hold harmless and indemnify the Town for any claims arising solely out of the negligence of the Town, its officers, boards, commissions, Board of Selectmen, elected officials, agents or employees. The Town shall indemnify and hold harmless Grantee from any damage or claims resulting from any gross negligent acts of the Town, its officers, boards, commissions, Board of Selectmen, elected officials, agents or employees committed by the Town in connection with its use of the System and work performed by the Town on, or adjacent to, the Cable System.
- B) Grantee shall, at the sole risk and expense of Grantee, upon demand of the Town, appear in and defend any and all suits, actions, or other legal proceedings, whether judicial, quasi-judicial, administrative, or otherwise brought or instituted or had by third persons or duly constituted authorities, against or affecting the Town, its officers, boards, commission, agents, or employees, arising out of or due to the Grantee's construction or operation of the System in the Town.
- C) The Grantee shall pay and satisfy and shall cause to be paid and satisfied any judgment, decree, order, directive, or demand, rendered made or issued, against the Grantee, the Town, its officers, boards, commissions, agents or employees, for the foregoing; and such indemnity shall exist and continue without reference to or limitation by the amount of any bond, policy of insurance, deposit, undertaking or other assurance required hereunder or otherwise.
- D) In order for the Town to assert its rights to be indemnified, defended and held harmless, the Town must:
- 1) Promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
 - 2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
 - 3) Fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

SECTION 12
CUSTOMER SERVICE STANDARDS

Grantee shall at all times comply with the customer service standards of the FCC and RSA 53-C including without limitation those related to notifications to subscribers, office hours and availability, installations, outages, service calls, billing, refunds, and credits as they may be amended from time to time.

SECTION 13
LIABILITY INSURANCE

- A) Grantee shall maintain, throughout the term of this Franchise, liability insurance insuring the Town and the Grantee with regard to all damages mentioned in Section 11 above in the following minimum amounts:
- 1) One Million Dollars (\$1,000,000) for bodily injury or death to any one person;
 - 2) One Million Dollars (\$1,000,000) for bodily injury or death resulting from any one accident; and
 - 3) One Million Dollars (\$1,000,000) for all other types of liability.
- B) Grantee shall furnish to the Town satisfactory a certificate of insurance evidencing that an insurance policy has been obtained and is in full force and effect. Town shall be listed as additional insured by endorsement...

SECTION 14
PERFORMANCE STANDARDS

- A) The Grantee shall construct, operate and maintain its System according to the specifications of the FCC.
- B) The Grantee shall at all times employ a reasonable standard of care to prevent failures or accidents which are likely to cause damages, injuries or nuisances to the public.
- C) Subject to the requirements of the FCC, the Grantee shall provide a parental control device capability for a reasonable charge, upon request, to any subscriber.

SECTION 15
PUBLIC ACCESS

- A) Grantee shall provide the Town with the use of one channel for PEG programming purposes. This non-exclusive channel, currently WTV, for the broadcasting of notices via a roll-screen of events of public interest and community service announcements by local businesses, non-profit organizations, the Town, and others at the request of the Town. The Town also has non-exclusive but priority access to this channel for the purpose of broadcasting video of municipal programs including but not limited to selectboard meetings, town meetings, land use meetings and public hearings from the Town Offices, local emergency broadcasts and Waterville Valley Elementary School educational programs. Grantee acknowledges that the Town's preference is to retain WTV for this purpose and will exercise good faith to continue to provide WTV during the term of the Franchise.
- B) At the Town's request, during the seventh year of the Agreement, Grantee and Town will discuss the possibility of making one (1) additional digital Public, Educational, and Governmental Access Channel available.

- C) Grantee shall provide air time at no charge. The entity requesting time shall produce and deliver programming to the studio in Town Square..

SECTION 16
TRANSFER OR ASSIGNMENT OF FRANCHISE

- A) All rights, privileges, obligations, duties and liabilities created herein shall pass to and be binding upon the parties' successors-in-interest and assigns of the parties. Grantee shall not assign or transfer this Franchise without the prior written approval of the Town through its Board of Selectmen, which approval shall not be unreasonably withheld.
- B) The Town acknowledges that pursuant to agreement between Grantee and Time Warner NY Cable LLC, the rights and obligations granted herein shall be automatically assigned and assumed by Time Warner NY Cable LLC upon the close of the Transaction contemplated under the June 29, 2011 Asset Purchase Agreement between SkiSat LLC and Time Warner NY Cable LLC. The Board of Selectmen, by granting this Franchise, specifically approve of said assignment in accordance with Paragraph A herein.
- C) The Town agrees that upon the assignment of this Franchise to Time Warner NY Cable LLC as detailed in paragraph B herein, the Selectmen shall, execute an amended Agreement for the sole purpose of substituting Time Warner NY Cable LLC as the grantee in the place of SkiSat, LLC.

SECTION 17
FRANCHISE RENEWAL

This Franchise shall be renewed in accordance with applicable state and federal law. In the event no law then exists governing the renewal of this Franchise, the parties may negotiate such renewal terms as each deem reasonable and necessary to meet the then current cabled-related needs and interests of the Town of Waterville Valley, in compliance with the then existing law.

SECTION 18
TOWN'S RIGHT TO REVOKE

In addition to all other rights which the Town has pursuant to law or equity, the Town reserves the right to revoke, terminate or cancel this Franchise and all rights and privileges pertaining thereto in the event that:

- A) Grantee violates any material provision of this Franchise; or
- B) Grantee practices any fraud upon the Town; or
- C) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt or a receiver is appointed to it.

SECTION 19

REVOCATION PROCEDURES

- A) The Town shall notify the Grantee of its intention to revoke, terminate or cancel this Franchise. The written notice shall describe in reasonable detail the specific violation so as to afford Grantee an opportunity to remedy the violation.
- B) Grantee shall have ninety (90) days subsequent to receipt of the notice in which to correct the violation before the Town may formally revoke, terminate or cancel this Franchise. Grantee may, within thirty (30) days of receipt of the notice, notify the Town in writing that there is a dispute as to whether a violation has, in fact, occurred. Such notice by Grantee to the Town shall stay the ninety (90) day period described above.
- C) Upon receipt of Grantee's notification of a dispute pursuant to paragraph (B) above, the Town shall within 14 days hear Grantee's dispute and shall determine whether a default or violation by Grantee has occurred. In the event the Town shall determine that a default or violation has occurred, the Town shall supplement the decision with written findings of fact.
- D) If after hearing the Grantee is found to be in default, Grantee shall have ninety (90) days, from such a determination, or such longer period as the Town may authorize, to remedy the violation or failure. The Town may, following a public hearing affording reasonable notice and opportunity for Grantee to be heard, revoke, terminate or cancel this Franchise if Grantee fails to timely cure such default.
- E) Any such final decision of the Town may be appealed to any court of competent jurisdiction within the State of New Hampshire, which filing shall stay any such revocation, termination or cancellation of this Franchise.

SECTION 20
REMOVAL OF SYSTEM

- A) Upon the final revocation, termination or cancellation of this Franchise as herein provided, Grantee shall promptly, and in no event longer than one hundred eighty (180) days, remove all of the System located within, on, over or under property owned by the Town, with the exception of portions of the System that are located underground unless specifically asked by the Town to do so. Grantee shall restore any property disturbed by such removal to a condition at least as good as that prior to removal.
- B) The parties contemplate that portions of the System, including but not limited to satellite dishes currently located on Town owned property, will be replaced with fiber optic cable within one hundred eighty (180) days of the Franchise. In the case of any delay, Grantee shall notify the Town of the reason for and expected length of the delay. When such replacements are completed, Grantee shall remove the satellite dishes and supporting structures except for the concrete and remove all equipment from the building. The building shall be left on site.

**SECTION 21
FORCE MAJEURE**

If by reason of a Force Majeure any party is unable in whole or in part to carry out its obligations hereunder, that party shall not be deemed to be in violation or default during the continuance of such inability.

**SECTION 22
SERVICE AREA**

- A) Residents in those areas with an average density of at least twenty (20) homes per mile as measured from the nearest point of distribution trunk, shall be provided service upon payment of the standard installation charge and applicable monthly fees; except that installations requiring aerial drops in excess of two hundred (200) feet or underground installations shall be considered a non-standard installation to be charged to the subscriber at Grantee's actual cost of installation less the cost of a standard aerial drop.
- B) Service to homes not meeting those density requirements of paragraph (A) above shall be provided service on a time plus material basis.
- C) Grantee shall, upon request, make service available to all commercial establishments located within three hundred feet (300') of its usable trunk at the expense of such commercial establishment.
- D) Grantee is not required to extend its system or construct plant within private rights-of-way for which Grantee is unable to secure easements or other rights of access on reasonable terms and conditions.
- E) Grantee shall provide one free drop and basic cable service without charge to the following municipally owned and occupied facilities: Rust Municipal Building (14 TAC Lane), waste water treatment plant, library and Waterville Valley Elementary School, located within two hundred feet (200') of Grantee's cable system and capable of an aerial installation. If underground installation is requirement, Grantee shall credit Town the cost of the above-referenced aerial installation against the cost of the underground installation.
- F) For all new residential structures in which undergrounding is required by the Town, the builder, subdivider, or developer of such structure, at his sole cost and expense shall provide, in accordance with Grantee's current specifications, all conduits, trenches to buildings point of entry, from the boundary of the development, back fill and restoration of the trench area.

**SECTION 23
UNAUTHORIZED CONNECTIONS OR MODIFICATIONS**

- A) It shall be unlawful for any Person, without the expressed consent of the Grantee to make any connection, extension, or division whether physically, acoustically, inductively, electronically or otherwise with or to any segment of the System for any purpose whatsoever.

- B) It shall be unlawful for any Person to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the System for any purpose whatsoever.
- C) It shall be unlawful for any Person to construct, operate or maintain a System without having first applied for and received a franchise from the Town.
- D) Any Person convicted of a violation of this Section shall be subject to all federal, state and local penalty provisions which penalty provision are incorporated herein by reference.

**SECTION 24
FRANCHISE FEE PAYMENTS**

Subject to applicable law, the Grantee shall pay to the Town a franchise fee, currently in the amount of three percent (3%) of the Grantee's annual Gross Revenues (the "Franchise Fee"). The Town shall have the right to change the franchise fee during the term of the franchise at an amount between zero percent (0%) and three percent (3%) upon written notice to the Grantee. The Franchise Fee shall be calculated quarterly, and be due and payable within 45 days of the close of each calendar quarter. The Town shall have the right to inspect, at the Grantee's business office during normal business hours, the books and financial records of the Grantee compiled in the ordinary course of business necessary to verify Franchise Fee payments. The Franchise Fee shall be deemed to reimburse the Town for the rights granted herein and for all costs of regulation and administration of the Franchise.

**SECTION 25
CONSENT/APPROVALS**

Where in this document consent and/or approval of either party is required, such consent or approval shall be timely delivered and not unreasonably withheld. This Agreement shall be interpreted, enforced and governed by the laws of the State of New Hampshire.

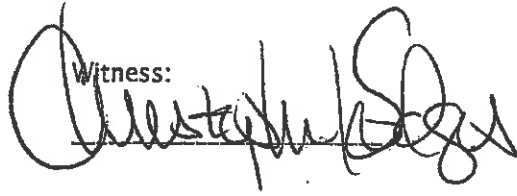
**SECTION 26
SEVERABILITY**

If any term, condition or Section of this Franchise or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or Section to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, conditions and Sections hereof shall, in all other respects, continue to be effective and to be complied with.


**SECTION 27
ENTIRE AGREEMENT**

This Franchise contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all other prior understandings and agreements oral or written. This agreement may not be modified except in writing signed by both parties.

Passed and adopted this 7th day of October, 2011.

Witness:


TOWN OF WATERVILLE VALLEY

BY: 
MARK F. DEROTEAU
TOWN MANAGER

Accepted by SkiSat, LLC

Witness:

BY: _____

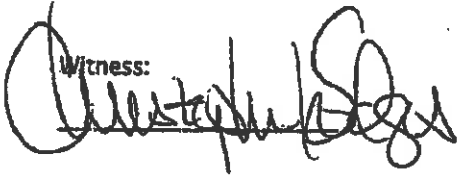
Witness:

BY: _____

DATE: _____

Cable Television Franchise Agreement - Town of Waterville
Valley, New Hampshire
Page 13

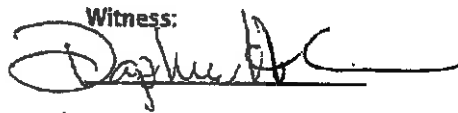
Passed and adopted this 7th day of October, 2011.


Witness:


TOWN OF WATERVILLE VALLEY

BY: 
MARK F. DESJARDIS
TOWN MANAGER

Accepted by SkiSat, LLC

Witness:


BY: 
THOMAS A. CORCORAN
SKISAT LLC MEMBER

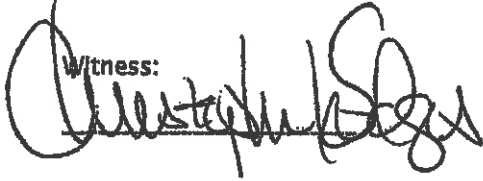
Witness:

BY: _____

DATE: OCT. 11, 2011

Passed and adopted this 7th day of October, 2011.

Witness:



TOWN OF WATERVILLE VALLEY

BY:



MARK F. PROTEAU
TOWN MANAGER

Accepted by SkiSat, LLC

Witness:



BY:



THOMAS A. CORCORAN
SKISAT LLC MEMBER

Witness:

BY:

DATE:

OCT. 11, 2011

Passed and adopted this _____ day of _____, 2011.

TOWN OF WATERVILLE VALLEY

Witness:

BY: _____

Witness:

Mary Ann DeSano

Accepted by SkiSat, LLC

BY:

Philip R. DeSano

Witness:

BY: _____

DATE:

October 10, 2011