

**CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN THE TOWN OF WOODSTOCK, NEW HAMPSHIRE
AND
STATE CABLE TV CORPORATION**

WHEREAS, State Cable TV Corporation desires to continue operation of a CATV franchise within the town of Woodstock; and

WHEREAS, both parties wish to more fully define and establish the terms and conditions under which the franchise will be operated;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth the parties agree as follows:

1.0 SHORT TITLE

This Agreement shall be known and may be cited as "The Woodstock-State Cable CATV Franchise Agreement".

2.0 DEFINITION. In this agreement, and when not inconsistent with the context, words used in the present tense include the future; words in the singular include the plural and vice versa; the word "shall" is "mandatory" and not merely directory. Specific terms are defined as follows:

(a) "Cable Act" means the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992.

(b) "CATV" means a cable television system as defined in the Cable Act.

(c) "FCC" means the Federal Communications Commission.

(d) "Franchise" means the authorization granted by this agreement relating to the right, privilege and authority to construct, erect, operate and maintain in, upon, along, across, above, over and under public streets and telephone line or power line easements now laid out or dedicated and all extensions thereof in the Town, a system or poles, wires, cables, optical fibers, underground conduits, manholes, and other conductors and fixtures necessary to maintain a CATV system.

(e) "Franchisee" means State Cable TV Corporation and its successors and assigns.

(f) "Person" means any person, firm, partnership association, corporation company or other organization of any kind.

(g) "Selectmen" means the Board of Selectmen of the Town of Woodstock.

(h) "Subscriber" means any person who purchases or receives CATV services from Franchisee.

(i) "Town" means the Town of Woodstock.

3.0 GRANT OF AUTHORITY

3.1 Grant of Authority. In consideration of faithful performance of the responsibilities and obligations of this agreement, and based upon Franchisee's representations to the Town as to the quality and levels of service to be provided hereunder, Franchisee is hereby granted by Town, where it has the right to do so, the nonexclusive right and privilege throughout the entire town, to construct, erect, operate and maintain in, upon, along, across, above, over and under the public streets, ways and places now laid out or dedicated and all extensions thereof, and additions thereto Poles, wires, cables, optical fibers, underground conduits, manholes and other television and radio conductors and fixtures necessary for the maintenance and operation of a CATV system. No privilege nor power of eminent domain is bestowed by this grant of authority.

3.2 Exercise of Police Power. All rights and privileges granted hereby are subject to all laws, rules and regulations now in force or hereafter adopted by the State of New Hampshire, the United States Government or the Town. All of Franchisee's operations under this agreement shall comply with all applicable laws, regulations and ordinances.

3.3 Use of System by Town. Town shall have the right, at its expense, to make attachments to facilities owned by Franchisee in connection with Town activities, such attachments to be installed and maintained only after written notice to Franchisee, provided, that Franchisee shall assume no liability or expense in connection therewith, and provided further that Town's use thereof shall not interfere with Franchisee's CATV operations, and shall comply with the National Electrical Safety Code and all applicable federal, state and local laws, rules and regulations.

3.4 Territorial Limits. The rights and privileges awarded under this franchise relate to and cover the entire present territorial limits of Town and any area annexed thereto during the term of the franchise. If the Town annexes additional territory during the term of this franchise, Franchisee shall provide CATV service within such areas, in accordance with all the provisions of this franchise, with due diligence after notification from Town to do so.

3.5 Provision of Service. Beginning with the effective date of this franchise, and continuing throughout its term, Franchisee shall make available upon request of the owner, tenant or lessee of any improved property located in areas presently served by it, or located in areas through which the cable system's feeder cable passes, or located in areas which Franchisee is required to serve pursuant to Section 3.5.1, the full range of CATV services available to other subscribers of like class, subject to payment of subscriber rates therefore.

3.5.1 Extension Policy. CATV service shall be made available to potential subscribers whenever the dwelling unit density of an area which is contiguous to or within 300 feet of an existing cable system service area reaches fifteen (15) units per linear mile of cable plant. Whenever a potential subscriber(s)/developer(s) request service but the dwelling unit density is less than fifteen (15) the Franchisee shall within thirty (30) days, communicate in writing to the potential subscriber(s)/developer(s) indicating when and/or under such circumstances service will be provided. A copy of such communications shall be furnished to the Town. The costs of providing such service shall be borne between the Franchisee and the potential sub-

scriber(s)/developer(s); the Franchisee shall bear that portion of the cost based on a percentage of the number of existing dwelling units versus the fifteen (15) dwelling units per linear mile.

3.6 Franchisee Rules. Franchisee may adopt such rules, terms and conditions, not inconsistent with this Agreement governing the conduct of its business as are reasonably necessary to enable it to exercise its rights and perform its obligations under this franchise and insure uninterrupted service to subscribers. Copies thereof shall be provided in advance to the Town.

3.7 Reimbursement of Town's Expenses. Franchisee shall pay all reasonable attorney's fees, consultant's fees costs and expenses incurred by Town in monitoring, prosecuting, enforcing or negotiating any provision of this agreement against or with Franchisee. Payment shall be made within 30 days after billing. Franchisee shall have the right to credit any amounts paid under this subsection against any future franchise fees owed to the Town under Section 14.

4.0 DURATION OF FRANCHISE

4.1 Term. The term of this franchise shall be for a period of fifteen (15) years, commencing upon execution of this agreement.

4.2 Option. (a) Franchisee shall have the option to renew this franchise for an additional ten (10) year term upon such terms and conditions as may be mutually agreed upon by the Selectmen and Franchisee and subject to Town's determination that Franchisee has complied with all its terms and conditions. The application for renewal pursuant to this paragraph may be made not earlier than the seventh year of this franchise.

(b) Franchisee shall also have all renewal rights which it would otherwise have pursuant to the Cable Act.

5.0 OWNERSHIP/ASSIGNMENT

5.1 Ownership. Except as otherwise provided, Franchisee shall at all times during the term of the franchise be the full owner of, and have complete possessory rights top all facilities and property, real and personal, of the CATV system.

5.2 Foreclosure. Upon the foreclosure, judicial sale or reversion of all or a substantial part of the CATV system, or in the event of the appointment of a receiver or trustee, or debtor in possession, to take over and conduct the business of Franchisee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, Franchisee shall immediately notify Town of such fact. Any such proposed change shall be treated as a change of control and Section 5.3 shall apply.

5.3 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 or assignment of the CATV system, CATV system property or facilities, the cable franchise, or any transfer which changes effective majority control of Franchisee, or in which direct or

indirect ownership or control of 51% or more of the right of control of Franchisee is acquired by one or more persons or entities who, upon the effective date of the franchise, did not already control or own 51% or more of such right of control singularly or collectively. Any pledge or collateralization of any assets of the CATV system shall be excluded from this paragraph but the exercise of any right to foreclose upon or seize such assets shall be included.

5.3.1 Limitation. The restrictions on transfer or ownership of the facilities and property of the CATV system shall not apply to a disposition of property which will leave Franchisee 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 constructing, operating, maintaining and repairing the CATV 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.

5.3.2 Assignment, Mortgage or Security Interest. This franchise cannot in any event, be sold, transferred, leased, assigned or disposed of in whole or in 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 and then only under such conditions as the Selectmen may establish. Such consent will not be arbitrarily or unreasonably withheld by the Town. No such sale, transfer, lease, assignment or disposition shall be effective unless the successor to the franchise shall file a written statement with the Town agreeing to be bound by all the terms and conditions of this franchise.

5.3.3 Assignments and Other Transfers. Except as provided in sub-section 5.3.4 hereof, neither this Agreement, nor any rights or obligations of the Franchisee pursuant to this Agreement or in the CATV system shall be assigned, transferred, pledged, leased, sublet, or mortgaged in any manner, in whole or in part, to any person, without the prior consent of the Selectmen. Any such action completed without the prior consent of the Selectmen shall be null and void. The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town pursuant to this Agreement.

5.3.4 Transfers for Financing Purposes. Nothing in this Section 5.0 shall be deemed to prohibit any assignment, pledge, lease, sublease, mortgage, or other transfer of all or any part of this franchise, the CATV system, or any right or interest therein, for financing purposes, provided that each such assignment, pledge, lease, sublease, mortgage, or other transfer shall be subject to the rights of the Town pursuant to this Agreement or applicable law (except that the consent of the Town will not be required with respect to any transfer to, or taking of possession by, any banking or lending institution which is a secured creditor or the Franchisee of all or any part of the CATV system pursuant to the rights of said secured creditor under any federal or state law or laws in effect in the State of New Hampshire, and to the extent that the collateral consists of real property), and provided further that, to the extent the Town's rights are in no way adversely affected or diminished, the foregoing provision shall not apply in the case of any tax benefit transfers of the equipment comprising the CATV system pursuant to Section 168(f) of the Internal Revenue Code, as said Section may be amended from time to time, or comparable transactions.

6.0 QUALITY OF SERVICE/CONSTRUCTION STANDARDS

6.1 Service.

6.1.1 Design. Subject to applicable federal and state standards and subject to the CATV system's capability of providing the services and facilities prescribed herein, the technical design of the CATV system shall be at the option of Franchisee. The CATV system shall in any event be designed and built, as required in this franchise, for technical quality (i.e., quality of signals, not numbers of channels, etc.) which meets all federal requirements and in accordance with good engineering practices.

6.1.2 Channel Capacity. The CATV system shall be designed and built to transmit on thirty-five (35) video channels downstream. Town may require Franchisee to activate all channels, effective at any time, upon at least one hundred twenty (120) days' notice.

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

6.1.4 Emergency Power. The CATV system shall incorporate equipment capable of providing standby powering of the headend for at least 4 hours upon failure of the power furnished by the utility company. Franchisee's obligations under this subsection shall be suspended during any period in which, for reasons beyond its control, the power failure is such that, even with the availability of emergency power at the headend, no more than 10% of subscribers would be able to receive and view cable service.

6.2 General Construction Requirements. In the construction, reconstruction, maintenance and repair of the system, Franchisee shall utilize materials of good and durable quality and shall perform or cause to be performed, all work associated with the CATV system safely, thoroughly and reliably.

6.2.1 Compliance with Regulations. All work, including working conditions and facilities, associated with the construction, operation, maintenance and repair of the CATV system shall comply with all applicable federal and state laws, rules and regulations, the National Electrical Safety Code, and all applicable Town ordinances, rules and regulations.

6.2.2 Town Rights. Town reserves the right to inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and this franchise, and may order corrections of any violations.

6.2.3 Restoration of Damage. Franchisee, at its sole expense, shall restore all damage to property, both public and private, caused by the construction, operation, maintenance or repair of the CATV system. 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 any Town permit.

6.2.4 Identification. Franchise shall ensure that its vehicles, employees and agents are clearly identified to the general public as being associated with Franchisee, except employees investigating illegal attachments with knowledge of the Town police department.

6.2.5 Public Way Hazards. Any openings or obstructions in streets, public ways, or other municipal or public property made by Franchisee shall be guarded and protected at all times by the placement of adequate barriers, fences, boardings or other protective devices at the sole expense of Franchisee. During periods of dusk and darkness, protective devices shall be clearly designated by warning lights.

6.2.6 Construction Schedule. Construction of a 35-channel CATV system shall be completed by not later than the first year. Construction of any system extensions shall be completed within twelve (12) months after commencement of construction unless otherwise authorized by Selectmen in consultation with Franchisee, or unless Franchisee is unable to obtain any necessary pole attachment permits from the appropriate public utility(ies).

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

6.2.8 Use of Public Ways. The right to use and occupy the streets, public ways and public places shall not be exclusive, and Town reserves the right to grant similar or other uses of said streets, public ways and public places to any persons at any time. The grant of this franchise does not supersede the requirement of Franchisee to obtain pole and wire permits under New Hampshire law.

6.2.9 Conflict with Public Works. The rights and privileges granted to Franchisee shall not be in preference or hindrance to the right of Town, or other governmental agency or authority having jurisdiction, to perform or carry on any public works or public improvement. If the CATV system in any way interferes with construction, maintenance or repair of public works or improvements, Franchisee shall, at its own expense, protect or relocate its system or any part thereof, as directed by Town or other authority having jurisdiction.

6.3 Cable Location. Insofar as practicable, the distribution system (trunk and feeder cable) shall run along public rights-of-way.

(a) In all areas of Town where cable and wire facilities of public utilities are installed underground, Franchisee shall install its distribution system underground. Vaults and pedestals shall be suitably landscaped, as approved by the Town, which approval shall not unreasonably be withheld.

(b) In all areas of Town where public utility lines are aerially placed at the time of construction of the CATV system, if subsequently during the term of the franchise such utility lines are relocated underground, Franchisee shall similarly relocate its distribution system at no cost to the Town.

(c) If Town elects to prepare an underground trench for utilities, it shall prepare the trench in such manner that it will accommodate the CATV system's cable. If Town elects to trench, Franchisee shall place its cable in the trench at such hours, on such dates, and in such manner as Town may direct. Town shall give Franchisee such written notice thereof as is reasonable under the circumstances.

(d) Wherever possible, the distribution system shall use existing facilities of public utilities.

(e) Franchisee shall have the right to attach its wires to existing poles owned by Town or any agency of Town, provided Franchisee pays in advance for all costs of rearrangement of existing wires necessary to achieve clearances as specified by the National Electrical Safety Code and any other State or local requirements, and provided further that all such poles are identified and inspected by Town prior to any attachments. Town may charge a fee based on the FCC pole rate formula for use of any of Town's poles by Franchisee.

6.4 Subscriber's Property. Whenever relocation of aerial plant underground, underground installation, or maintenance and repair requires trenching on a subscriber's property, Franchisee shall so install its facilities at subscriber's expense.

6.5 Location of Equipment. All lines, cables and distribution structures, and equipment, including poles and towers, erected by Franchisee shall be located so as not to obstruct or interfere with the proper use of streets, alleys and other public ways and places ("streets") or with existing public utility installations and shall cause minimum interference with the rights of property owners who abut any of said streets. Franchisee shall have no vested right in any location, and such construction shall be removed whenever it restricts, obstructs or interferes with the operation or location of any existing or future streets at no cost to the Town.

6.5.1 Grade or Location Changes. If Town elects to alter or change the grade or location of any street, or engages in any construction or other public works in, on or under the streets, Franchisee shall, at its own expense, upon reasonable notice by Town, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures and in each instance comply with the standards and specifications of Town.

6.5.2 No Interference. Franchisee shall not place poles, conduits, or other fixtures above or below ground where they may interfere with gas, electricity, telephone fixtures, water hydrants, or other utility use. All poles, conduits, or other fixtures placed in or upon any street shall comply with all requirements of Town or other applicable authority, including aesthetic requirements.

6.5.3 Temporary Relocation. Franchisee shall, on request of any person holding a permit issued by Town or other appropriate authority, temporarily move its wires or fixtures

to permit the moving of buildings or other objects, with the estimated expenses of any such temporary removal to be paid in advance by the person requesting same. Franchisee shall be given not less than 14 days' advance notice to arrange for such temporary relocation. Franchisee may require that payment of such expense be made by certified check at least 7 full working days in advance of such relocation. Adjustment of estimated expense to actual expense shall be made upon completion of Franchisee's work connected with the relocation.

6.5.4 Tree Trimming. Franchisee may trim any trees upon and overhanging the streets or public easements of Town to prevent the branches of such trees from coming in contact with its wires and cables, except that at the option of Town, such trimming may be done by it, or under its supervision and direction. All tree trimming on formally designated scenic roads shall conform to restrictions imposed by R.S.A. 231:158.

6.5.5 Drops. (a) 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 in accord with Section 6.4.

(b) Insofar as practicable, Franchisee shall conform to a subscriber's desire with regard to point of entry of the drop connection into the structure. Within a subscriber's structure, drop or cable runs shall be made as unobtrusively as possible. At subscriber's request, each drop shall be grounded at the subscriber's structure.

6.6 Performance Standards.

6.6.1 Technical Standards. The signal of any broadcast television or radio station retransmitted on the CATV system shall be carried without material degradation and with a quality no less than that prescribed by any applicable federal or state regulations. The technical specifications, operation and performance of the CATV system (all transmissions: broadcast retransmissions or otherwise) shall, at a minimum, conform at all times to applicable specifications of any federal or state regulatory agencies. If, during the term of this franchise, for whatever reason, there are no federal or state rules or guidelines specifying technical and performance standards governing the system, then Town may establish such standards. Any such standards established by Town may be adopted only after public hearing, with due notice and an opportunity for all interested parties to be heard, and shall bear some reasonable relation to federal standards previously in force.

6.6.2 Noninterference. The CATV system shall be operated so that there will be no interference with television reception, radio reception, telephone communications, or other electronic or communication installations which are now or may in the future be installed and in use by Franchisee or any person in Town.

6.6.3 Performance Testing. If performance monitoring and testing, conducted under a federal or state regulatory agency, provides evidence that the CATV system does not meet prescribed standards, the performance monitoring and testing shall be repeated entirely upon completion of the necessary repair or adjustment, notwithstanding the lack of such requirement by federal or state agencies, and a report of the second test shall be submitted to Town.

Franchisee shall provide and keep accurately calibrated test equipment on hand at all times for the testing of all services and operational standards outlined in this franchise, and shall conduct such specific tests as may reasonably be from time to time requested by Town in order to establish the level of performance of the CATV system.

6.7 Town Options.

6.7.1 Upstream Transmission. Town shall have access to upstream transmission from Lin-Wood Public School. Such access shall be subject to terms and conditions to be mutually agreed upon by Town and the Town of Lincoln, New Hampshire (hereinafter "Lincoln").

7.0 MAINTENANCE AND REPAIR

7.1 Maintenance Policy. Franchisee shall promulgate and adhere to a preventive maintenance policy directed toward maximizing the reliability (mean-time-between-malfunctions) and maintainability (mean-time-to-repair) of the CATV system with respect to its delivery of service to subscribers at or above required performance standards. When it is necessary to interrupt service to do repairs, adjustments, installations or other maintenance activities, Franchisee shall do so at such time as will cause the least inconvenience to subscribers.

7.2 Repair. Franchisee shall maintain a repair department with qualified technicians, service vehicles and equipment to provide prompt and efficient repair service.

7.2.1 Notice. Except in an emergency, Franchisee shall give subscribers at least 24 hours' notice of any total CATV system interruption of service for purposes of maintenance or repair. In an emergency, Franchisee shall give such notice as is reasonable in the circumstances. Notice given on the alphanumeric channels on basic service shall be considered sufficient.

7.2.2 Repair Procedure. Franchisee's toll free telephone shall operate so that requests for repairs can be received at any time, 24 hours per day, 7 days per week. A recording device or answering service may be used during non-business hours. Franchisee responses to requests shall occur on the same day to the extent reasonably possible, but in no event shall responses occur later than the next day after Franchisee's receipt of a request, excluding Saturdays, Sundays and holidays. Franchisee shall respond within 4 hours to any outage which occurs between 7:00 a.m. and 10:00 p.m. of any day, and not later than the following 11:00 a.m. to any system or partial system outage which occurs between 10:00 p.m. and 7:00 a.m. Weather conditions shall be considered in determining whether Franchisee has complied with this section, but Franchisee shall exercise due diligence when responding to requests during adverse weather conditions.

7.2.3 Rebate for Service Loss. For every loss of service in excess of 24 continuous hours, Franchisee shall rebate a proportionate share of the regular monthly charge to each subscriber affected. The credit shall be prorated by multiplying the applicable monthly service rate by a fraction whose numerator equals the number of days (or portion thereof) of the outage and whose denominator equals the number of days in the month of the outage. In no case shall the refund be less than 24 hours credit. For purposes of this paragraph, loss of any service shall be considered a subscriber's receipt of less than two-thirds of the respective available channels,

and loss of premium cable service shall be considered the loss of signal on any premium channel. If the CATV system is functioning, a subscriber's inability to receive service due to failure of the utility to deliver power to a subscriber's location shall not be deemed a loss of service under this section.

(a) Rebates shall be made by Franchisee as provided in Section 10.1.6 following written notification to Franchisee by subscriber, identifying the loss of service by channel description, date and time. Franchisee shall, upon request, notify subscribers, in writing, of the procedure to obtain a rebate. Rebates shall be given without subscriber request when loss of service is system-wide.

7.3 Records. Franchisee shall maintain records of all service requests by subscribers, showing the date and exact time of receipt of all written and oral customer requests, identifying the subscribers, the nature of the request and the exact time action was taken by Franchisee in response thereto, together with a description of such action. The aggregate information contained in such records shall be available at Franchisee's local office for at least three (3) years for inspection by Town as it may at any time request, during regular business hours and upon reasonable notice; provided however that any such inspection or rights thereto are subject to the terms and limitations pertaining to subscriber privacy contained in the Cable Act.

8.0 CABLE SERVICE

8.1 Access Channels. Town may utilize any of the established public, educational or governmental access channels provided on the cable system consistent with the terms of any shared use agreement entered into between the Town and the Town of Lincoln, New Hampshire.

8.1.1 Use. Use of the public and educational access channels shall be for non-commercial programming on a first-come, first served non-discriminatory basis. Such use shall be in accordance with such reasonable rules as the Franchisee may from time to time establish.

8.1.2 Franchisee Use. Franchisee may use the access channels for any purpose permitted under the Cable Act and any other statute or regulation during such periods as they are not being used for access purposes; provided, that access use shall have priority at all times.

8.1.3 Records. Franchisee shall keep and maintain, for a period of 2 years, records of the names and addresses of persons and groups requesting use of the public access channel, and shall permit public inspection of such records.

8.1.4 Equipment. Studio and production equipment for the government, public and educational access channels shall be furnished by the person using the channels.

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

9.0 SERVICE

9.1 Commencement of Service. Franchisee shall furnish cable service, as required hereby, at the request of the owner or, with landlord's authorization or consent, at the request of the tenant, within the following time limits:

9.1.1 Time of Installation. Service to a subscriber served by an aerial drop shall commence not later than 14 days after the processing of a request for service. Service to a subscriber served by an underground drop shall commence not later than 120 days after service is requested. Franchisee shall not be deemed in violation of this requirement if it is unable to perform because of force majeure, Act of God, strike, weather, or other reason beyond its control. The time periods within which Franchisee is obligated to make installations pursuant to this section in areas to which service is extended pursuant to Section 3.5.1 shall commence running in each extension area on the date upon which Franchisee completes construction in that extension area. Franchisee 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 Franchisee's local office for at least three (3) years for inspection by Town.

9.2 Nature of Service Request. Franchisee may require that service requests be set forth in writing and may further require that such requests provide permission for installation of its equipment and an agreement to make payment of the appropriate rates and charges.

9.3 Public Communication.

9.3.1 Personnel. Franchisee shall, at all times, provide sufficient personnel for the administration, operation, maintenance and repair of the CATV system.

9.3.2 Business Office. Franchisee shall maintain its present offices and functions in Center Conway. Franchisee's business offices shall have sufficient employees to provide safe, adequate, convenient and proper service for its facilities and for the purpose of collecting bills. Franchisee's offices shall be open to the public at least 9:00 a.m. to 5:00 p.m., Monday through Friday, legal holidays excepted, and Franchisee shall have a toll free telephone number.

9.3.3 Emergency Communication. At least one person in responsible charge of Franchisee's operation shall be available by local or toll free telephone during such hours as the business office is closed, and that person's telephone number shall be supplied upon request to the Selectmen and police and fire departments.

9.4 Subscriber Complaints.

9.4.1 Complaint Policy. Franchisee shall promulgate a written policy statement setting forth the procedure for reporting and resolving subscriber complaints and shall furnish a copy thereof to each new subscriber and to Town. Copies of any changes shall be promptly provided to Town and subscribers.

9.4.2 Responses. Franchisee shall receive subscriber complaints at its business office serving Town and shall handle all complaints promptly, not later than required in this section.

9.4.3 Billing Complaints. In the case of a billing complaint, Franchisee shall respond to the complainant within 5 business days following receipt of the complaint.

9.4.4 Service Complaints. In the case of a service complaint not requesting repair or adjustment, Franchisee shall respond to the complainant within five (5) business days following receipt of the complaint.

9.4.5 Service Requests. Response to service requests for repair or adjustment shall be made pursuant to Section 7.2.2.

10.0 CHARGES AND PROGRAMMING

10.1 Regulation. Town recognizes that under the Cable Act and FCC regulations, it may have the authority to obtain FCC certification to regulate charges to subscribers for Basic cable service. If, subsequent to the granting of this franchise, Town should have the right, under applicable law or regulation, to regulate such charges and obtain certification from the FCC to do so, Town may require that such charges be subject to Town approval, the approval process to be established consistent with FCC regulations.

10.1.1 Rate or Service Discriminations: Special Classifications. Franchisee shall not subject any person to any prejudice or disadvantage, preference or advantage in connection with rates, charges, service facilities, rules or regulations. Nothing herein shall prohibit the establishment of a graduated scale of rates, not in excess of those prescribed herein, for classified schedules to which any subscriber within such classification shall be entitled, nor shall it prohibit reduced rates for senior citizens and charitable institutions.

10.1.2 Free Service. Free installation and free basic service to one outlet shall be provided to each of the following:

- Town Office
- Police Stations
- Fire Stations
- Public Schools
- Public Library

At Town's request, Franchisee shall provide additional outlets at such locations without charge for monthly service; provided, that Town shall reimburse Franchisee for its cost of labor and materials for installation of such outlets and for subsequent repairs.

10.1.3 Rate Changes. Any changes in rates by Franchisee shall be preceded by notice of a proposed change to Town. Town may hold an informational meeting on the rate change within thirty (30) days after receipt of notice. Within 15 days after such notice to Town, Franchisee shall mail all subscribers notice of the proposed rate change. This notice shall include notice of any meeting scheduled by Town, if the Town has notified Franchisee of the scheduling of the meeting within 10 days after being notified of the proposed rate change. Notice will be deemed complete 2 days after mailing to all subscribers and has been completed. New rates may go into effect 30 days after notice is complete.

10.1.4 Billing Practices. Franchisee shall set forth, in writing, its billing practices and policies, and shall furnish a copy thereof to each new subscriber and to Town and thereafter to any subscribers upon request, and to Town and all subscribers at such time as there is a change in such policies.

10.1.5 Pro-Rated Service. In the event subscriber's service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a subscriber, the appropriate refund shall be made by Franchisee to the subscriber within thirty (30) days after termination.

10.1.6 Rebate for Service Loss. Rebates due subscribers as a result of loss of service, pursuant to Section 7.2.3, shall be made to the affected subscribers by Franchisee either by direct payment or by appropriate credit on the next subsequent bill.

10.1.7 Disconnection for Non-Payment. Franchisee may disconnect a subscriber for failure to pay an overdue account, provided, that:

- (i) the billing policy sets forth the conditions under which an account will be considered overdue and provides a realistic opportunity for subscriber to contest the disconnection; and
- (ii) Franchisee mails at least fifteen (15) days prior to the actual disconnection written notice of intent to disconnect for delinquency in payment; and
- (iii) the subscriber's account is at least thirty (30) days delinquent.

10.2 Subscriber and Town Input. Franchisee shall institute a policy and program for soliciting community input into its decision-making, including programming, rates, channel availability, service upgrade, tiers of programming and other matters. Copies of the policy shall be provided to the Town. Franchisee shall meet with the Selectmen not less than once every twelve (12) months to discuss its services and performance under this franchise unless such meeting is mutually waived.

10.3 Level of Programming. The grant of this franchise is premised upon Franchisee providing services at the level and cost proposed by Franchisee at time of its granting. Any change in service or rates is expected to reflect that premise.

11.0 RECORDS

11.1 Court and Regulatory Agency Reports and Filings. Franchisee shall submit upon request, to Town, copies of all pleadings, applications, reports, communications and documents of any kind except tax returns, submitted by it 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 which have a substantial and direct impact on the Town's franchise.

11.2 Other Reports. Town shall have the right to require the submission of such other reports as it deems necessary to review Franchisee's compliance with this franchise.

12.0 INSURANCE

12.1 Insurance. Franchisee 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 Franchisee's operations under this franchise, whether such operations are performed by Franchisee or by anyone for whose acts Franchisee may be liable, including, but not limited to, the following:

- (i) worker's compensation, including disability benefits and any other legally required employee benefits, shall be supplied in statutory amounts;
- (ii) general liability insurance shall be supplied in the following amounts:

Bodily injury or death — \$1,000,000.00 per person
\$5,000,000.00 per occurrence

Property damage — \$1,000,000.00

All risk umbrella — \$5,000,000.00

Franchisee's liability insurance shall be endorsed to include the full indemnity specified in Section 12.1.1.

12.1.1 Indemnification. Franchisee shall indemnify and hold Town, its officers, agents, employees and any other parties to the franchise or connected with its award, with respect to the installation, operation and maintenance of the CATV system, harmless from and against all expenses, losses and claims, demands, payments, suits, actions, recoveries, and judgments of any nature and description resulting from claims arising out of any act or omission of Franchisee, its agents or employees, in the construction, operation, maintenance, repair or service of its CATV system in Town, or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or claim for royalties, license fees, or infringement of copyright or patent rights arising from Franchisee's performance under this franchise. If any such claim or action is made against Town or any officer, agent or employee, who is within the scope of this indemnification and hold harmless agreement, Town will promptly notify Franchisee who shall provide counsel and defense at no expense to Town. Franchisee may select competent counsel for the defense of any such matter. No settlement of any such matter shall be made by Franchisee or by counsel selected by it without the Town's consent, which will not unreasonably be withheld. Town will cooperate with Franchisee as reasonably required for the defense of any such action.

12.1.2 Named Insured. The liability insurance policy shall name both Franchisee and Town as named insured.

12.1.3 Cancellation Notice. All such insurance policies and certificates of insurance shall stipulate that coverage afforded by the policies will not be cancelled, modified or not renewed until at least 30 days' prior notice has been given to Town.

12.1.4 Evidence of Insurance. Upon request, Franchisee shall furnish to Town current certificates of insurance, which shall include the indemnity set forth in Section 12.1.1. Failure to furnish and maintain said insurance shall constitute a substantial violation within the meaning of Section 13.1(ii); provided, that Franchisee shall have a period of (10) days to cure such violation after receiving notice thereof from Town.

12.1.5 Approval. All insurance coverage shall be with a company authorized to do business in New Hampshire.

12.2 Changes in Limits. Town shall have the right, effective at the end of the fifth year of the term hereof, to require an increase in the amounts of insurance specified in Section 12.1.1 if:

- (i) Town gives Franchisee at least sixty (60) days' notice of such increase; and
- (ii) the increase is considered at a public hearing at which all interested parties are afforded an opportunity to be heard; and
- (iii) there is at least thirty (30) days' notice of any such hearing.

12.2.1 State Law Requirement. Franchisee shall maintain not less than the minimum insurance coverage required by state law, if any, and coverage shall be increased to cover any increase in municipal liability limits.

13.0 TERMINATION OF FRANCHISE

13.1 Revocation. In addition to all other rights and powers of Town by virtue of this franchise, Town may revoke the franchise and all rights and privileges of Franchisee hereunder if all of the following conditions exist or are met:

- (i) Franchisee substantially violates any material provision of this franchise or any rule, order or determination of Town made pursuant hereto;
- (ii) Franchisee fails to cure or to commence with diligence to cure such violation within a reasonable period of time upon receipt of notice from Town that, due to the fault or neglect of Franchisee, such violation is deemed to exist;
- (iii) the ability to cure is within the control of Franchisee; and
- (iv) Town provides Franchisee an opportunity to be heard by the Selectmen, after thirty (30) days written notice to Franchisee that Franchisee has failed to cure the alleged violation.

Notwithstanding the foregoing, Town may not terminate the franchise if failure to complete construction is the result of Act of god, labor dispute, force majeure or other reason beyond the control of Franchisee. A fault shall not be deemed to be beyond the Franchisee's control solely because it was committed by a corporation or other business entity in which the Franchisee holds a controlling interest whether held directly or indirectly.

13.2 Town Option. Upon expiration, termination or revocation of the term of the franchise, Town shall have the option (i) to require Franchisee to remove, at its own expense, all portions of the CATV system from all public ways and places within the franchise area; or (ii) to require Franchisee to maintain and operate its CATV system for an extended period of time not to exceed six (6) months. All provisions of this Franchise shall continue to apply during said period. The Town shall serve written notice at the Franchisee's business office of intent to extend under this section at least sixty (60) days prior to expiration or revocation of the original Franchise or any renewal thereof.

13.3 Removal. If upon expiration, termination or revocation of this franchise, Town exercises its option to require Franchisee to remove the CATV system, upon failure of Franchisee 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 Franchisee's expense.

13.4 Hearing/Arbitration. If, after such hearing pursuant to Section 13.1(iv), Town elects to revoke the franchise and Franchisee disagrees with Town's decision, then, notwithstanding Section 15.2(k) of this Agreement, Franchisee may require that the disagreement be settled by arbitration, as provided in Section 15, by giving Town notice thereof not later than fourteen (14) days after Town notifies Franchisee of its decision.

14.0 FRANCHISE FEE

14.1 Franchise Fee. In order to promote, assist and finance public, educational and governmental access programming, and defray the costs of administering this franchise, the Town shall require the Franchisee to collect from subscribers and annually pay to Town a fee in an amount equal to three percent (3%) of gross revenues derived from limited basic monthly service charges. The fee shall be paid on or before the 31st day of January following the calendar year on which the fee is based. Franchisee's obligation to collect the franchise fee pursuant to this section shall commence September 1, 1994.

15.0 ARBITRATION

15.1 Decision. Decisions as to any matters referred to arbitration under this franchise shall be made by a board of three arbitrators pursuant to RSA 542, appointed as hereinafter provided.

15.2 Procedures.

(a) The party requesting arbitration shall send the other party written notice thereof, including the name of one arbitrator selected by the party requesting arbitration.

(b) The party to whom such notice is sent shall select one arbitrator, and shall notify the requesting party of that person's name, within thirty (30) days after receipt of the notice requesting arbitration.

(c) Within thirty (30) days after the requesting party has been notified of the name of the second arbitrator, the two arbitrators thus selected shall select a third arbitrator who shall act as chairman of the arbitrators.

(d) If the two arbitrators are unable to agree on, and obtain the services of a third arbitrator by the end of the 30 day period, either Town or Franchisee may request the American Arbitration Association to appoint the third arbitrator.

(e) Within thirty (30) days after appointment of the third arbitrator the three arbitrators so appointed shall conduct a hearing(s) in Town, at which each party may present evidence and be heard.

(f) The hearings shall be conducted, and evidence heard, in accordance with rules and procedures established by the arbitrators. Each party may present such evidence as it may elect.

(g) The arbitrators shall render a decision, by majority vote, within forty-five (45) days after the hearing.

(h) Each party shall pay the costs of the arbitrator appointed by it and one-half (1/2) of all other costs of arbitration, unless the arbitrators, by unanimous vote, award costs of the arbitration to one of the parties.

(i) Decisions of the arbitrators shall be final unless determined to be erroneous as a matter of law by a court with appropriate jurisdiction.

(j) The arbitrators shall not have power to add or modify this franchise but shall have power only to interpret or apply its provisions.

(k) In the event both parties do not agree to submit the dispute to arbitration, either party may seek judicial relief.

16.0 MISCELLANEOUS

16.1 Amendment or Modification. This franchise shall not be amended or modified except by written agreement executed in the same manner as this franchise.

16.2 Notices. Notices required to be sent to Town shall be in writing and shall be delivered by hand, or by certified mail, return receipt requested, in either case to the Selectmen, Town of Woodstock, Lost River Road, Woodstock, New Hampshire 03293. Notices required to be sent to Franchisee shall be in writing and shall be delivered by hand, or by certified mail, return receipt requested in either case to General Manager, New Hampshire Division, State Cable TV Corporation, R.R. #2, Box 188, Center Conway, New Hampshire, 03813.

16.3 Severability. All terms and conditions of the franchise are subject to the rules and regulations of, and subject to any required approval of, the FCC, and are subject to all applicable federal and state laws. If any provision of this franchise is held by any court or federal or state agency of competent jurisdiction to be invalid as conflicting with any federal or state law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, said provision shall be considered a separate, distinct and independent part of this franchise, and such holding shall not affect the validity and enforceability of all other provisions thereof.

Notwithstanding the foregoing, if any part of this franchise is declared or found to be invalid by the FCC or any court of competent jurisdiction, such part shall, at the option of Town, be renegotiated. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with the laws, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on the parties hereto and any renegotiated provisions shall be superseded thereby.

16.4 Non-Discrimination. Franchisee shall not deny service or access, or otherwise discriminate against subscribers or other persons in violation of any rule, regulation, statute, or ordinance of Town, the State of New Hampshire or the United States.

16.5 Privacy. Franchisee shall comply in full with the letter and spirit of Section 631 of the Cable Act.

16.6 Payment for Service. No person may attach or affix or cause to be attached or affixed any equipment or device which allows use of the CATV service without payment to Franchisee for the same.

16.7 Delegation. Town may delegate to any Town official, employee, agency or commission the authority to exercise any of Town's rights and authorities hereunder.

16.8 Governing Law. This franchise shall be governed in all respects by the laws of the State of New Hampshire.

16.9 All applicable laws, and the regulations of the FCC as of the effective date hereof, are deemed to be part of this franchise. In the event:

- (i) any such law or regulation is hereafter amended, changed or repealed; or
- (ii) any new law or regulation is adopted or promulgated applicable to cable television service after the effective date of this franchise; and
- (iii) Town has any option, whether pursuant to such law or regulation or otherwise, as to its applicability to this franchise, it being understood that Town shall have such option unless expressly prohibited, then, and in such event, such new, amended, or changed law or regulation, or such repeal, shall not be applicable to this franchise unless Town notifies Franchisee in writing that Town has elected

to include such amendment, change, addition or repeal, in which case the amendment, change, addition or repeal shall become effective as to this franchise on the thirtieth day after receipt by Franchisee of such notice.


- (iv) The applicable provisions of any federal or state law, regulation or administrative rule shall govern whenever they conflict with any provision of this Franchise Agreement.

16.10 Waiver. Neither Town nor Franchisee shall be deemed to have waived any of its rights hereunder by any delay or omission to exercise any such right or any other right.

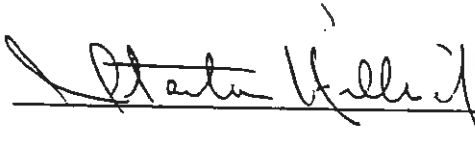
TOWN OF WOODSTOCK

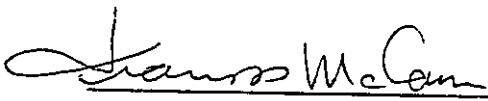
BY ITS BOARD OF SELECTMEN

STATE CABLE TV CORPORATION

By: 
Its President


Date (6-14-99)


Date (6-14-94)


Date (4/4/94)

STATE OF Maine

COUNTY OF Kennebec

The foregoing instrument was acknowledged before me this 17 day of June 1994, by MICHAEL ANGELAKIS on behalf of State Cable TV Corporation, who further states that he is authorized to execute this agreement on behalf of the Corporation and that the Corporation has authorized him to execute this agreement on its behalf.

Before me,

Suzanne M. Patenaude
Notary Public **SUZANNE M. PATENAUDE**
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 2, 1993
My commission expires: _____

STATE OF NEW HAMPSHIRE

COUNTY OF Shafter

The foregoing instrument was acknowledged before me this 14th day of June, 1994, by Suzette Howland, Selectmen of the Town of Woodstock, on behalf of the Town. J. Stanton Hilliard
Francis McCann

Before me,

Barbara Avery
Notary Public

My commission expires: _____
BARBARA AVERY, Notary Public
My Commission Expires May 12, 1998