

**CABLE TELEVISION  
FRANCHISE AGREEMENT**

**TOWN OF NEWBURY**

**&**

**MCT COMMUNICATIONS, INC.**



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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT entered into this 18<sup>TH</sup> day of APRIL, 1988 by and between the Board of Selectmen of the Town of Newbury, (hereinafter referred to as the "Board") and MCT Communications, Inc., (hereinafter referred to as the "Company").

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

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

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

I

AUTHORIZATION

A. Grant of Franchise. The Town grants to the Company the right, privilege and franchise for the construction, maintenance and operation of television transmission and distribution facilities and extensions thereto commonly referred to as a cable television system of the Town for a period of fifteen (15) years from the effective date hereof. This franchise shall extend to subsequent additions to the above mentioned cable television system and any replacement thereof. The cable television system for which this franchise is granted shall be for the purpose of transmission and distribution of audio and visual impulses of radio and television energy, communications, data and any other lawful purpose, in accordance with the laws and regulations of the United States of America, the State of New Hampshire and the Ordinances and Regulations of the Town now in existence or hereafter adopted. The foregoing description of purpose shall not be deemed a limitation of the right of the Company to use the cable television system for any lawful purpose, provided that such purpose shall not be detrimental to the services being provided under this franchise.

B. Use of Public Facilities. In consideration of the foregoing, there is hereby granted to the Company, its successors and assigns, the right to erect, maintain, and operate said cable television transmission and distribution facilities, and additions thereto, in, under, over, along, across, and upon the streets, lanes, avenues, sidewalks,

alleys, bridges, and other public places in the Town of Newbury, New Hampshire, and subsequent additions thereto for the purpose of transmission and distribution of said audio and visual impulses of television energy and other communications type services. This franchise, however, shall not relieve the Company of any obligations involved in obtaining pole or conduit use agreements in the streets, lanes, avenues, sidewalks, alleys, bridges and other public ways or public places in the Town.

C. Assignment. Said franchise cannot in any event, be sold, transferred, leased, assigned or disposed of in whole or part, either by forced or voluntary sale, merger, consolidation, mortgage, trust, receivership or any other means without the prior consent of the Town expressed by a vote of the Selectmen. Such consent shall not be arbitrarily or unreasonably withheld by the Town. No such transfer shall be effective unless the transferee shall file a written statement with the Town agreeing to be bound by all terms and conditions of this franchise. (It shall not be deemed a transfer if it be transferred to any entity owned and controlled more than 50% by the Company.)

## II

### STREET OCCUPANCY

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



B. Installation. Construction and maintenance of the transmission distribution system shall be in accordance with the provisions of the National Electrical Safety Code, the National Electrical Code (NFPA 70) and such applicable ordinances and regulations of the Town of Newbury, affecting electrical installations, which are in effect at the time.

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

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

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

F. Restoration or Reimbursement. In the event of disturbance of any street or private property by the Company, it shall at its own expense and in a manner approved either by the Town in the case of a public way or the owner, in the case of a private way, replace and restore such street or private property in as good a condition as before the work causing such disturbance was done. The Company shall, upon proper notification in advance, reimburse the Town for reasonable expenses incurred as a direct result of work done by the Company.

### III

#### OPERATIONS

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

B. Equal Opportunity Employment. The Company states that it will follow Equal Opportunity laws and regulations. The Company also states that at present it has no employees and contracts its work through an affiliate company, who also agrees to comply with all Equal Opportunity Employment laws and regulations.

C. Safety. The Company and its agents will comply with all safety practices, laws and rules and regulations in effect for its industry, including any local ordinances pertaining to safety and all applicable State and Federal Laws. All construction and maintenance will be done in accordance with the provisions of the National Electric Safety Code and the National Electric Code (NFPA 70).

D. Municipal Services. The Company will provide "Basic Service", which includes installation of the first outlet, at the Safety Services Building, the Town Hall, the Selectmen's Office and all public schools within Town at no monthly cost. Additional services or locations requested will be at the Company's normal rates.

E. Public Access Channel. One channel shall be set aside for use by the Towns it serves on an as needed basis for events of public interest and/or importance, subject to any applicable laws or regulations, including the FCC Fairness Doctrine. This shall exclude the list of community events by the Town. The Town shall not compete with programming produced by the Company nor will it accept advertising. This shall not preclude the Town from accepting and acknowledging grants from persons or organizations to defray expenses associated with local programming. Access to this channel will be provided at the Company's facilities in Warner. The Company will provide the air time at no charge, but the entity requesting coverage shall pay all out-of-pocket costs connected with such coverage, including the hourly wages of camera technicians and other personnel required.

F. User Features.

Converters: The system is a fully addressable, computer controlled, cable television system. Each customer location is required to have the Company provided converter for each television receiver. This will provide the full array of programming available and allows the Company to address each individual customer location to activate and deactivate channels and services as requested and required. The Company does provide a service without converter as stated under rates for Nursing Homes and Shelter Homes only.

Remote Control Converters: A standard remote control device is offered for each converter, at rates in effect at the time. Remote control devices are provided, at no charge, to persons over the age of sixty-five (65), persons with walking disabilities and with designated premium service packages.

Service Requests: With the addressable system requests for addition, deletion or change of Premium Services can be accomplished by our Service Representatives, at our offices in Warner and Contoocook, immediately.

Interface with Video Cassette Receivers (VCR's): The Company will install equipment that is compatible with customer VCR's. Installation of a function select switch (A-B switch or A-B-C switch), at nominal costs, along with an additional converter, will allow the customer to record a channel while watching another and play back in any mode as well as control other functions.

Interface with "Cable-Ready" Televisions: The Company's policy, as stated above, requires our converter at each customer television location, therefore "cable-ready" sets are not needed. All Premium Services are scrambled and cannot be received without our converter in place and authorized through our system. The Company also reserves the right to scramble any of its services at any time to prevent unauthorized reception of its signals.

#### IV

#### PERFORMANCE

A. Services. The Company shall install a cable television system with a bandwidth of no less than 400 MHz with a maximum capacity of 52 channels. The Company shall have the right to substitute programming at its discretion and shall use its best efforts to maintain the same mix of programming as set forth in the proposal to the extent available.

B. Permit Applications. Within thirty (30) days of the execution of this Agreement, the Company shall make its best effort to file with appropriate authorities and utilities all initial papers and applications necessary to permit commencement of construction and operation and shall diligently pursue the acquisition of necessary pole attachment contracts or other necessary easements.

C. Commencement of Construction. Within sixty (60) days from receipt of all required permits and authorizations and when sufficient "make ready construction" is completed, the Company shall commence construction within the meaning set forth in this Agreement of the cable television system. Such construction shall be pursued with reasonable diligence.

D. Commencement of Operation. Within six (6) months from the receipt of all required permits, the Company shall commence operation.

E. Delays and Extension of Time. The Town may, in its discretion, extend the time for the Company, acting in good faith, to perform any act required hereafter. The time for performance shall be extended or excused, as the case may be, for any period during which the Company demonstrates to the satisfaction of the Selectmen that the Company is being subjected to delay or interruption due to circumstances beyond its control.

F. Completion of Initial Build Area. The Company will complete construction of the initial build area within six (6) months after completion of all associated "make ready for construction" by the utilities owning the pole plant.

G. Modernization and Upgrading. The system to be installed will be an extension of the existing Warner and Bradford franchises with the cable head-end located on Tory Hill in Warner, New Hampshire. The system is of the latest in cable technology, a 52 channel fully

addressable system, expandable to 64 channels with moderate additions and changes. Future upgrades of the system would be done by the Company as dictated by demand, technology, cost and economic factors.

V

LIABILITY AND INDEMNIFICATION AND OTHER GUARANTEES

A. Indemnification. The Company shall indemnify, protect and save harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, due to any suit, judgment, execution, claim or demand whatsoever, arising from losses and physical damage to property, and bodily injury or death to persons, including payments made under and Workers' Compensation Law, which may arise out of or be caused by the erection, maintenance, presence, use or removal of said attachments on poles within the Town or by any act of the Company, its agents or employees. The Company shall carry insurance, to protect the parties hereto from and against all claims, demands, actions, judgments, costs, expenses, and liabilities which may arise or result, directly or indirectly from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to physical damages to property shall not be less than \$100,000.00 (Dollars) as to any one accident and not less than \$100,000.00 (Dollars), aggregate in any single policy year; and against liability due to bodily injury or to death of persons not less

than \$500,000.00 (Dollars) as to any one person and no less than \$5,000,000.00 (Dollars) as to any one accident. The Company shall also carry such insurance as it deems necessary to protect it from all claims under the Workers' Compensation Laws in effect that may be applicable to the Company. All insurance required by this Agreement shall remain in full force and effect for the entire life of this Agreement. Said policy or policies of insurance or a certificate of insurance shall be deposited with and kept on file by the Town Clerk or Selectmens Office. In addition, the Company shall indemnify the Town and its officials and shall hold them harmless of and from any and all liability with respect to alleged copyright infringements, and with respect to the subject matter of any program transmitted by the Company.

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



VI

SERVICE STANDARDS

A. Complaint Procedures. The Company will adopt its own complaint procedures with respect to the investigation and resolution of all complaints regarding cable television operations. The Company will handle all service requests and complaints through its Business Offices in Contoocook and Warner and investigation of all complaints with respect to the quality of service, malfunction of equipment and other matters relating to its operations. All complaints shall be investigated within twenty-four (24) hours and, if due to Company's equipment, shall be repaired as soon as reasonably possible. Notice of the procedures for reporting and resolving complaints will be given to each customer by the Company at the time of initial installation of cable television service. The Town will be provided, in advance, with material related to complaint procedures.

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

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

D. Service Response. The Company will provide reasonable service response, seven (7) days a week for all complaints and requests for repairs. Upon request within 30 days of the service outage, the Company will credit any affected subscriber the pro rata portion of the number of signals affected by the outage, for each twenty-four (24) hour period wherein service is not provided. Service outages caused by events beyond the Company's control shall not be eligible for credit or rebate. Such events are defined as, but not limited to: a. loss of commercial power, b. acts of God (ie: storms, lightning, winds, etc.) or, c. acts of other persons not controlled by the Company (ie: damage to plant by vehicle accidents or similar items or acts).

E. Repair Service Number. The Company will provide a toll-free Repair Service number, that is manned 24 hours per day, for all customers to call and report service problems.

F. Interruption and Rebate. The Company will, whenever it is necessary, interrupt service over the system for the purpose of maintenance, alteration or repair, but will endeavor to do so at such time as will cause the least amount of inconvenience to its subscribers, unless such interruption is unforeseen or due to an emergency.

VII

FRANCHISE FEE

The Company shall pay to the Town as a Franchise fee an amount equal to 3% of Basic Service customer revenues collected each year. These basic revenues will be adjusted by uncollectible revenue. The fee shall be due and payable on or before May 31 in each year following the calendar year in which the fee is accrued. If the fee is not paid when due, interest therein shall accrue at the rate allowable by the State for past due real property taxes. Franchise fees will be paid on basic revenues from Newbury customers only.

VIII

FRANCHISE RENEWAL AND TERMINATION

A. Renewal. This Franchise Agreement shall take effect and be in full force and effect from the date hereof and the same shall continue in full force and effect for a term of fifteen (15) years beginning with the date of such acceptance. The Company shall have the option to renew this Franchise for an additional period not to exceed fifteen (15) years on terms and conditions which are mutually agreeable to the Town and the Company at that time.

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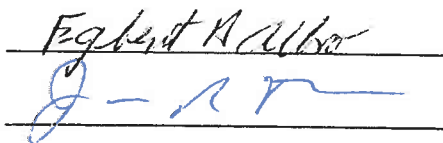
Franchise Fee Revision dated September, 1993 agreed to by MCT Cable and Newbury Selectmen as indicated by signatures below.

MGT Cable



Paul E. Violette  
President & General Manager

Newbury Board of Selectmen



Should the Company desire to exercise this option, it shall so notify the Town, in writing, not less than six (6) months prior to expiration of this Franchise.

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

- (1) If the Company should default in the performance of any of its obligations under this Franchise and fails to cure or commence with diligence to cure the default within thirty (30) days after receipt of written notice of the default from the Town.
- (2) If a petition is filed by or against the Company under the Bankruptcy Act, or any other insolvency or creditors' right law, state or federal, and the Company shall fail to have it dismissed. If a bankruptcy or other insolvency petition is filed against the Company, the Company will have 120 days to have it dismissed or satisfy the Town that its pendency does not jeopardize the Town's interest in this Franchise.
- (3) If the Company arbitrarily ceases to provide service over the cable television system and fails to reinstate service after notice as in paragraph (1) above.

C. Procedure Prior to Revocation. Upon the occurrences of any of the events enumerated in paragraph B of this section, the Selectmen may, after hearing, upon thirty (30) days written notice to the Company citing the reasons alleged to constitute cause for revocation, set a

reasonable time in which the Company must remedy the cause. If the Company fails to remedy the cause or to commence with diligence to remedy the cause, within the time specified, the Selectmen may revoke the Franchise. In any event, before the Franchise may be terminated, the Company must be provided with an opportunity to be heard before the Selectmen.

D. Surrender of Franchise. The Company may surrender this Franchise at any time upon filing with the Town Clerk of the Town, a written notice of its intention to do so at least six (6) months before the surrender date. The Company will provide a full and complete explanation of its reasons for surrendering the franchise. If the Company is unable to find another organization to provide continuing cable service to the Town, it will offer the cable system assets, within the Town of Newbury, for sale to the Town or to an organization designated by the Town, at a price not to exceed the depreciated value of such assets as carried on the corporate books. Contracts between MCT Communications, Inc. and telephone and electric utilities executed for the purpose of providing pole attachments shall be assumed by the Town upon transfer of the assets. On the surrender date specified in the notice, if the Company has completed performance as specified herein, and on payment of all franchise fees to the surrender date, all of the rights and privileges and all the obligations, duties, and liabilities of the Company shall terminate. If performance is not complied with, the Town shall have those remedies provided by law or contained herein.

## IX

### RATES AND CHARGES

A. Basic Service. This service consists of a combination of "off-air" and satellite stations offered for a basic monthly rate and includes a converter which allows any television set to receive all channels offered. The Company will establish charges for its Cable Television Services, in accordance with the Schedule of Charges, which is attached herein for reference. Only the Basic Service rate is subject to regulation. Increases in the Basic Service rate will be allowed, with approval of the Board, if consistent with FCC regulations and current Public Laws.

B. Other Charges and Services. Premium Services, Installation Charges, FM Radio Services, Additional Outlets, Remote Control Devices, Reconnection Charges, Wiring Charges, Construction Charges and other non-television uses are not regulated under this Franchise Agreement.

C. Standard Installations. A Standard Installation includes an aerial service drop to bring the service from the Distribution Cable to the customers premises and wiring into the first service outlet, provided that the service wire is 250 feet or less in length. Standard Installations require surface (non-concealed) wiring on the customer premises. Standard Installation charges apply for all new customers or existing customers that move to a new location which has never had service.

The Company will provide a Standard Installation at no charge to customers in a newly built area for a period of 30 days after notification to the customers in the newly built area that orders for installation are being accepted by the Company. This also includes seasonal customers.

D. Long Service Drops. Service Drops in excess of 250 feet will be installed, as in Section XI - Line Extension Policy - Private Property.

E. Concealed Wiring. Concealed wiring is defined as wiring through a structure that is concealed within the walls, ceilings or floors to the points of outlet. For concealed wiring or other, non-standard installations, customers will be billed additionally at standardized labor, material and equipment rates.

F. Underground/Buried Service Drops. The Company will provide wire for Underground Service Drops up to 250 feet in length. The customer shall provide the necessary trench work, back filling and conduit required to meet the specifications of the Company. All future maintenance costs shall be charged to the customer at standardized labor, material and equipment rates. The customer shall pay for all wire costs beyond 250 feet.

The Company may provide Direct Buried Service Drops at its discretion, if feasible, with the customers permission, for lengths up to 250 feet, at no charge. All future maintenance costs shall be charged

to the customer at standardized labor, material and equipment rates. The customer shall pay for all construction costs beyone 250 feet.

X

LINE EXTENSION POLICY ALONG THE PUBLIC RIGHT OF WAY

The Company will provide service to households along the public right of way, outside the initial build area, which is shown on the map provided with this agreement, as outlined in this section.

A. Expansion of the Initial Build Area. Following completion of the initial build area, and on December 31 and June 30 of each year thereafter, the Company will determine the density of the entire cabled area and report the results to the Board. If the results average fifteen (15) or more customers per mile throughout the area, the Company, for each increase of one customer per mile over the average of fifteen (15), will build an additional three (3) miles of cable plant, outside the initial build area, at no cost to the Town or the customers.

The additional miles of cable plant will be constructed in areas designated by the Town after consultation with the Company as to engineering and technical requirements. The Town may allocate fractions of miles to areas where the number of homes is less than twenty-five (25), in order to reduce or eliminate construction support costs to Town



residents. The construction timetable of the additional miles will be mutually agreed upon between the cable company and the Board of Selectmen. The commencement of such construction will not exceed six (6) months.

B. Line Extensions Outside the Initial Build Area. The Company will construct cable plant for line extensions outside the initial build area under the following conditions:

1. If the parameters outlined in A. above are satisfied.
2. If an area reaches an average of twenty-five (25) homes passed per mile of proposed continual cable plant.
3. If a customer or customers request service in an area of less density than described in subsection 1. above, the Company will extend its cable plant if the requesting customers share in the cost of construction as described in this subsection.

The Company will provide the portion equal to one-fifteenth (1/15) of the proposed plant construction for each customer along the route. The remaining costs would be paid or contracted for with the Company, in advance of construction, by the requesting households. Contracts for construction would be for a maximum of one (1) year.

Should additional households request service along the same route within the first year after completion of the extension, the Company will provide a pro-rata refund to the initial subscribers. No refunds will be provided after one (1) year of the date of completion of the extension.

LINE EXTENSION POLICY - PRIVATE PROPERTY

The Company will construct the first two hundred fifty (250) feet of cable on private roads, driveways or property. All costs beyond two hundred fifty (250) feet shall be borne by the customer(s) requesting service. This includes pole attachment fees and rearrangement costs which are charged to the Company. The Company's normal type of construction is aerial, however it may choose construction of a buried type, if feasible and economical. If buried construction is used, all future maintenance and replacement costs will be charged to the customer. If the customer requests underground type of construction, the Company will provide the first 250 feet of cable, the customer will be charged for the remainder. All other costs, including trench work, back filling, conduit requirements, future maintenance and replacement will be charged to the customer and completed to the Company's specifications.

The entire cost shall be paid before construction is started or a contract for payment shall be executed by all parties before construction shall begin. Contracts shall be for no more than 12 months.

XII

MISCELLANEOUS

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

B. Franchise Binding. Anything contained herein to the contrary notwithstanding, all provisions of this Franchise shall be binding upon the Company, its successors, lessees or assigns, and the Town, its successor and assigns. To the extent that anything in this Agreement is inconsistent with the Company's final proposal, the Agreement shall govern.

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

D. Unauthorized Connections or Service. No cable television system may be operated in the Town without specific written authority granted by the Board.

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

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

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

E. Incorporation of Proposal. The proposal entitled "A Cable Television Proposal for the Town of Newbury, MCT Communications, Inc., Contoocook, NH" dated November 5, 1987, as corrected in January 1988, is hereby incorporated as an attachment to this Franchise Agreement, however, if anything in the proposal is in conflict with the Agreement, the Agreement takes precedence.

XIII

DEFINITIONS

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

A. "Cable Television System": A facility which receives and amplifies the signals broadcast by one or more television stations and redistributes such signals to subscribing members of the public for a fixed or periodic fee, employing wires or cables passing along, over, under, across and upon streets, ways, lanes, alleys, parkways, bridges, highways, and other public places, including property over which a Town has an easement or right of way, and including facilities which in addition to providing such reception, amplification and redistribution, are also used to originate and distribute program or other material to such customers.

B. "Commence Construction": Construction will be considered to have commenced when the actual placement of strands and/or cable is undertaken.

C. "Commence Operation": Operation will be considered to have commenced when sufficient distribution facilities have been installed so as to permit the capability of offering basic service to Fifty (50) customers within Town.

D. "Customers": shall mean any person, firm, company, municipality, corporation or association receiving either basic service or additional service from the Company.

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

F. "Federal Communications Commission": is the present federal agency of that name as constituted by the Communications Act of 1934, or any successor agency created by the United States Congress.

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

H. "Town": shall mean the Town of Newbury, its Selectmen, officials, agents, and employees, unless otherwise specifically designated; the area within the territorial Town limits.

I. "Basic Service Revenue": shall mean gross revenues collected from customers for Standard Basic Service, less uncollectible amounts. This does not mean or include premium service or installation revenues or other optional or additional services.

J. "Board": shall mean the Board of Selectmen, Town of Newbury, New Hampshire, and its successors.

K. "Franchise": shall mean the authority to construct and operate a cable television system within the Town; with this document constituting the final and complete grant of authority.

L. "May": is permissive.

M. "Shall": is mandatory.

N. "Will": is mandatory.

O. "Customer Premises": same as Dwelling Unit.

P. "Basic Service": A combination of "off-air" and satellite stations offered for a basic monthly rate and includes a converter which allows any television set to receive all channels offered.

O. "Premium Service": Special programming stations offered at separate monthly rates or a combination (package) rates with other premium services. (Example: Home Box Office (HBO)). Premium Service offerings require that subscribers have Basic Service.

R. "FM Radio Service": Complete FM radio band from 88 - 108 MHz

S. "Underground Construction": Placing facilities underground by trenching or digging a trench to a depth specified by the Company or Companies (such as in jointly provided with other wire placing Companies) and providing either specified material cushion and covering and/or conduit as specified by the Company(ies).

T. "Buried Construction": Placing facilities in the ground using a cable plow unit or other method not requiring conduit or other special materials for cushion or covering.

U. "Initial Build Area": The area designated on the map provided with this Agreement on page 28.

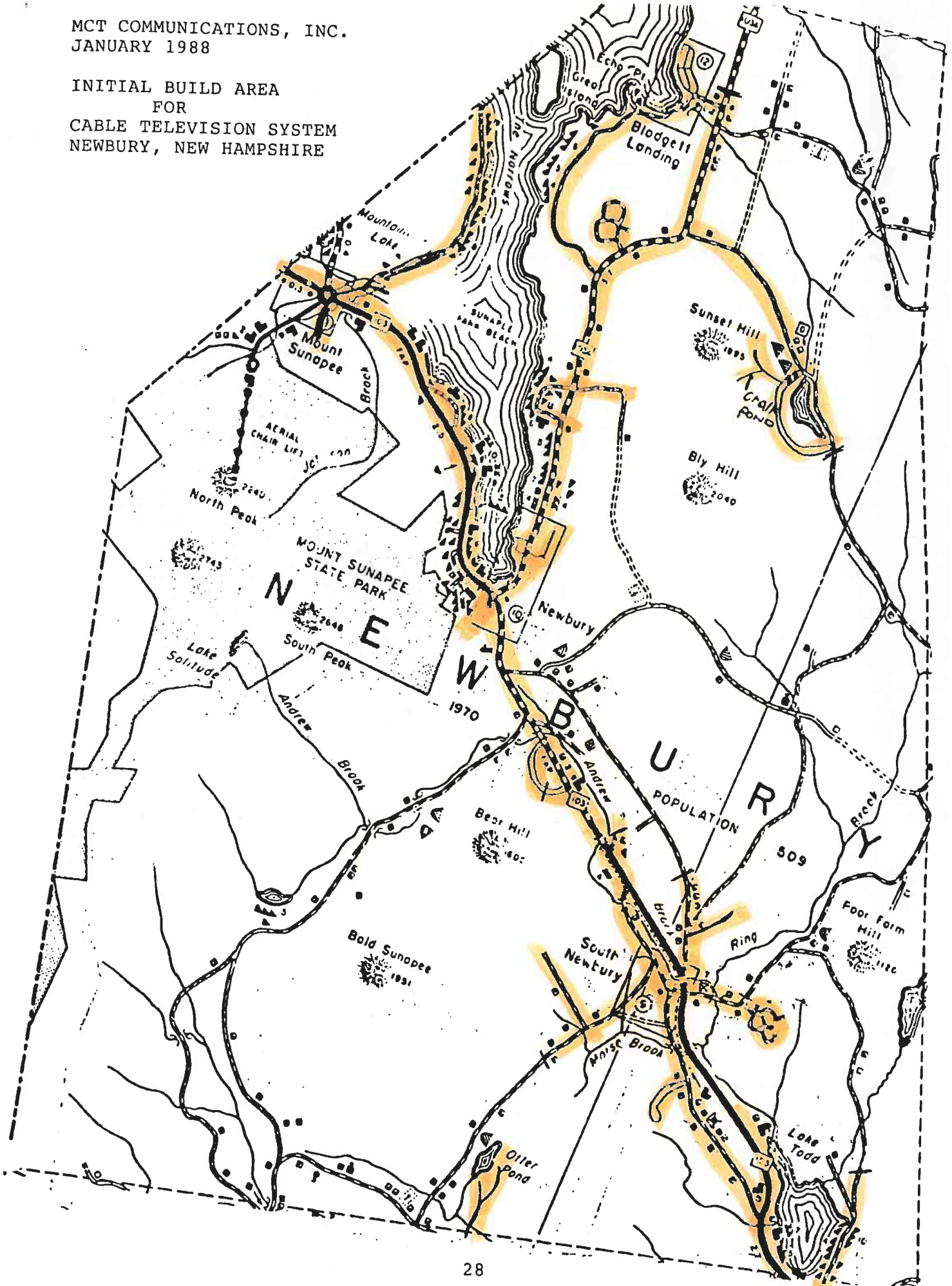
V. "Employees": Employees, Officers and Directors of MCT Communications, Inc. and its affiliated Companies.

W. "Make-Ready for Construction": Work done by the Electric Company, Telephone Company or other utility on existing pole lines, right of ways, easements or any plant facilities, to make space available to place cable television facilities.



MCT COMMUNICATIONS, INC.  
JANUARY 1988

INITIAL BUILD AREA  
FOR  
CABLE TELEVISION SYSTEM  
NEWBURY, NEW HAMPSHIRE



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

WITNESS:

TOWN:

W.F. Gowan

BY: Joseph F. Cardillo  
Its Selectman

Witness to act

BY: Scott Whelan  
Its Selectman

\_\_\_\_\_

BY: Edward H. Albro  
Its Selectman

WITNESS:

COMPANY:

James M. Henley

BY: Paul E. Violette  
Its President

STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

April 18, 1988

, 1988

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

Before me,  
Carole A. Hochmeyer  
Notary Public

STATE OF NEW HAMPSHIRE

MERRIMACK

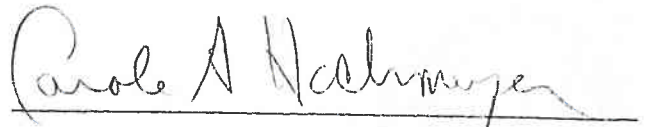
, SS.

April 18

, 1988

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

Before me,

  
\_\_\_\_\_

Notary Public

PROPOSED SCHEDULE OF  
RATES & CHARGES

RATES AND CHARGES:

Charges outlined in this section are those prescribed by the company initially. The company may at its option from time to time waive certain charges for promotional or marketing purposes.

Only Basic Service charges are regulated. Other charges are subject to change as necessary.

The minimum service period for any regular service offered by the company shall be one month.

MONTHLY CHARGES

Basic Service: Includes 14 broadcast (off-the-air) channels and 14 satellite services, one service outlet with Cable Set-top Converter . . . . . \$ 12.95

Premium Services: Premium Services are only available in conjunction with Basic Service and are offered separately or as Premium Packages.

Home Box Office (HBO) . . . . .	\$ 9.95
Cinemax . . . . .	\$ 9.95
The Disney Channel . . . . .	\$ 9.95
<u>Premium Packages</u> any two of the above . . . . .	\$ 17.95
all three above . . . . .	\$ 24.50
New England Sports Network (NESN) . . . . .	\$ 6.95

OTHER SERVICES:

FM Radio Service - offers full range of FM Radio Spectrum and includes stereo for some T.V. Stations. FM Radio Service is not available unless requested in conjunction with Basic Service. . . \$ 2.00\*\*

Remote Control Cable Set-Top Converter. . . . . \$ 2.00#\*\*

Additional Outlets - each additional outlet requires a Cable Set-top Converter . . . . . \$ 2.50

Parental Control Feature. . . . . No Monthly Charge

\*\* Included at no charge with any premium package.

# Supplied at no charge to customers over 65 years of age.

INSTALLATION AND SERVICE CHARGES:

Installation Charges:

	<u>Non-Recurring Charges</u>
Installation of Basic Service (during initial cabling in particular areas) . . . . .	N/C
Installation of Basic Service (over 30 days after completion in the area). . . . .	\$. 35.00
Add or Change Premium Service . . . . .	N/C
Additional Service Outlets (includes FM Radio hookups)	
Done at time of initial installation . . . . .	\$. 15.00 ea
Done after initial install . . . . .	\$. 25.00 ea
Each additional done at same time. . . . .	\$. 15.00 ea
Any Handling of Wiring After Initial Install (i.e. VCR's, Video Game Hook-ups, etc) . . . . .	\$. 25.00 ea
Each additional done at same time. . . . .	\$. 15.00 ea
Add or Change Parental Control Feature. . . . .	\$. 10.00 ea+
Function Select Switch, ea. . . . .	current nominal cost

Reconnection Charges:

Reconnect after Disconnect (normal working hours) . . . . .	\$. 15.00
Reconnect after Disconnect (after hours). . . . .	\$. 25.00
Reconnect after Disconnect for non-payment (normal working hours) . . . . .	\$. 20.00
Reconnect after Disconnect for non-payment (after hours). . . . .	\$. 30.00
Reconnect after Complete Removal. . . . .	\$. 25.00
Repair Service Visits - caused by Company equipment . . . . .	N/C
Repair Service Visits - caused by customer equipment. . . . .	\$. 25.00
Bad Check Charge. . . . .	\$10.00

+ No charge if done at time of installation.

SHELTER HOMES AND NURSING HOMES

Monthly  
Rates

Basic Service - 1st Outlet, installed in common areas such as lounges, dining rooms, kitchens, waiting areas, living rooms, etc. (includes converter). This service may also be installed in individual rooms used for sleeping purposes and billed to individual customers. . . . . \$ 12.95

Basic Service - Additional Outlets, installed in individual rooms used for sleeping quarters, billed to proprietor(s) only. Includes converter. Basic Service - Additional Outlets will not be installed without at least one Basic Service - 1st Outlet on the premises. . . . . \$ 8.95

Additional Outlets - without converter, installed in individual rooms used for sleeping quarters, billed to proprietor(s) only. THIS SERVICE CARRIES 11 CHANNELS ONLY, WITH NO SATELLITE CHANNELS AND NO CAPABILITY OF PREMIUM CHANNELS. Additional Outlets - without converter will not be installed without at least one Basic Service - 1st Outlet on the premises. \$ 4.95

Premium Services - These services are offered at the same rates as under Residential Service, except HBO, CINEMAX and THE DISNEY CHANNEL have contractual restrictions with regard to their services being offered in Hotel, Motels, Lodges and other public places which we must follow.

Installation Charges - Charges are the same as under Residential Services.

Disconnect/Reconnect Charges - Charges are the same as under Residential Services.

FM Radio Service - Charges are the same as under Residential Services.

Remote Control Cable Set-Top Converter - Charges are the same as under Residential Services.

BUSINESS AND COMMERCIAL RATES

Monthly  
Rates

FM Radio Service - Offers a full range of the  
FM Radio Band 88-108 MHz. This service is  
offered to business and commercial locations  
without television service. . . . . \$ 5.00

Installation of FM Radio Service - Same as  
Residential Service

All other Television Service offerings will be  
negotiated with each individual business  
or commercial establishment