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Expires 6-30-2011

Cable Television Franchise
Between the Town of
Canterbury, New Hampshire
and Continental Cablevision of N.E., Inc.

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1.0 DEFINITIONS

1.1 Meanings. For the purposes of this franchise, the following terms, phrases, words, abbreviations and their derivations shall have the meanings given herein. The word "shall" is always mandatory and not merely directory.

1.1.1. "Access" or "Access Cablecasting". Cablecasting on the cable system's public, educational, governmental or commercial access channel(s).

a. "Government Access Channel". A channel or channels for use exclusively by Town.

b. "Educational Access Channel". A channel or channels allocated for the carriage of non-commercial educational programs.

c. "Public Access Channel". A channel or channels allocated for free, dedicated, non-commercial and non-discriminatory use by the public.

d. "Commercial Access Channel". A channel or channels reserved for carriage of program material provided by persons who lease channel time for the presentation of programs, which programs may carry commercial announcements.

1.1.2. "Alphanumeric". Consisting of a combination of letters and numbers, used in reference to keyboards permitting communication in such form and in reference to channels or programs transmitting information in such form.

1.1.3. "Area Outage". An area outage occurs when cable or equipment is damaged, fails or otherwise malfunctions (collectively called "malfunctions"), and eight or more subscribers receiving services from that section of cable or that equipment receive unusable or no service as a result of that malfunction.

1.1.4. "Basic Service". A service tier which includes the retransmission of FCC defined local television broadcast signals.

1.1.5. "Broadcast". Over-the-air transmission by a radio or television station.

1.1.6. "Cable Act". The Cable Communications Policy Act of 1984.

1.1.7. "Cablecast". Programming (exclusive of broadcast signals) carried on the cable system.

1.1.8. "Cable System". A facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service (as defined in the Cable Act) which includes video programming and which is provided to multiple subscribers within the Town.

1.1.9. "Town". The Town of Canterbury, New Hampshire.

1.1.10. "Company". Continental Cablevision of New England, Inc., Portsmouth, New Hampshire.

1.1.11. "Completion of Construction". The time at which cable television service is available throughout any area in which construction is required hereunder, on a regular daily basis, without the addition of any trunk or feeder cable to the cable system.

1.1.12. "Converter". A special tuner attached to the subscriber's television set which permits the subscriber to receive all television broadcast and all cablecast transmissions on the cable system upon payment of the applicable charges.

1.1.13. "Downstream Transmissions". Signals traveling from the headend to the subscriber's location.

1.1.14. "Drop Cable". The cable, connected to feeder cable, from which cable television signal service is distributed to a subscriber's home, as distinguished from feeder cable and trunk cable which is used for general distribution purposes in most instances.

1.1.15. "Expanded Service". A programming service tier which includes basic service, satellite services, local and informational programming, access and leased channels, but shall not include premium services.

1.1.16. "FCC". The Federal Communications Commission.

1.1.17. "Feeder Cable". The cable, connected to trunk cable, from which cable television signal service is distributed to subscribers, as distinguished from trunk cable (which distributes cable television service throughout the franchise area) and drop cable.

1.1.18. "Headend". The electronic center through which broadcast and cablecast signals are electronically translated or modified for distribution over the cable system.

1.1.19. "Interactive Services". Services based on the transmission of information on the cable system from the subscriber's location to the headend.

1.1.20. "Parent". (When used in reference to Company.) Any person holding direct or indirect ownership or control of more than twenty percent of the rights of control of Company; and any person holding such ownership or control of a Parent to Company.

1.1.21. "Person". Any person, firm, partnership, association, corporation, company or other entity of any kind.

1.1.22. "Premium Service". Optional additional program services, provided to subscribers at a monthly charge in addition to the charge for expanded service.

1.1.23. "Subscriber". Any person who lawfully receives service from the cable system.

1.1.24. "Upstream Transmissions". Signals traveling from subscriber or other originating points on the cable system to a headend or sub-headend.

1.1.25. "Two-way Capability". The capability to transmit audio, video and digital signals upstream and downstream on the cable system.

1.2 Other Definitions. Any term defined in The Cable Act and/or FCC rules and/or regulations as of the effective date of this franchise, but not included in the foregoing definitions, shall be incorporated herein by reference as if set forth in full, and shall be defined as appears in such rules and/or regulations.

2.0 GENERAL CONDITIONS

2.1 Representation by Company. Company represents to Town that neither it, or its officers, agents, employees or any other person acting under its control or on its behalf has authorized or exerted or caused to be authorized or exerted any undue influence in furtherance of or to obtain the award of this franchise, including any undue political influence, or has performed or authorized or caused to be performed or authorized any unlawful act in furtherance of or to obtain the award of this franchise. A breach of the representations contained herein shall constitute a substantial violation of this franchise, and shall entitle Town to terminate the franchise for cause.

2.2 Grant of Authority. Company is hereby granted by Town, where it has the right to do so, the non-exclusive right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over and under the streets, public ways and public 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 cable system for the interception, sale and distribution of audio, video, digital and other forms of electronic and electric signals. Town expressly reserves the right to grant other such franchises, on terms and conditions which shall not be more favorable or less burdensome than those contained herein. No privilege nor power of eminent domain is bestowed by this grant of authority.

2.2.1. Exercise of Police Power. All rights and privileges granted hereby are subject to the police power of Town to adopt and enforce local laws, rules and regulations necessary to the health, safety and general welfare of the public. Expressly reserved to Town is the right to adopt, in addition to the provisions of the franchise and existing laws, ordinances and regulations (collectively "laws"), such additional laws, as it may find necessary in the exercise of its police power; provided such laws do not conflict with state or federal laws.

2.2.2. Use of Public Ways. Subject to 2.2 above, 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 the said streets, public ways and public places to any persons at any time during the term of the franchise; provided such uses do not conflict with the rights granted to Company hereunder.

2.2.3. Conflict With Public Works. The rights and privileges granted hereby shall not be in preference or hindrance to the right of Town, or other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works or public improvement, and should the cable system in any way interfere with the construction, maintenance or repair of such public works or improvements, Company shall, at its own expense, protect or relocate its system or part thereof, as directed by Town or other authority having jurisdiction.

2.3 Provision of Service. Beginning with the effective date of this franchise, and continuing throughout the term thereof, Company shall make available upon request of the owner, tenant or lessee of any improved "required to be served property", as shown on the map attached hereto as Exhibit "A", in the franchise area the full range of cable services available to other subscriber or users of like class, subject to payment of subscriber rates therefore. "Required to be served property" is (i) property in areas to be served by the cable system as defined in 2.3.1 below, and (ii) property

in areas to which service is to be extended as provided in 2.3.2 below, effective upon completion of construction in such areas. A standard drop, for which Company's standard installation fee will be charged, is a drop running not more than 350' from the then-nearest feeder cable.

2.3.1 New Construction. Company shall build the cable system so that it serves all residences as indicated on the map marked Exhibit A, attached hereto and made part hereof. Construction shall be completed in accordance with 2.4 below.

2.3.2 Extension Policy.

a. In addition to the foregoing, Company shall make cable service available in areas where the average dwelling unit and/or potential subscriber (collectively called "units") density is not less than the "minimum extension number", measured from the then nearest point of the cable system (prorated for distances of less than one mile). The "minimum extension number" for the term of the franchise is: (i) 15 units per mile for units served by aerial feeder; and (ii) 20 units per mile for areas served by underground feeder. Continental may extend the cable system to areas below the "minimum extension number" if Continental solely determines it is economically and technically feasible to do so.

b. Company shall make cable service available to any area where a minimum of 10 dwelling units in a mile served by aerial feeder or 13 dwelling units served by underground feeder, measured from the then nearest point of the cable system, each agree to pay to Company One Hundred Dollars (\$100) as a non-refundable deposit prior to the commencement of any cable extension construction. The deposit shall be applied to the customer's cable television account and once depleted, the prevailing retail rate for cable service in the Town shall apply. An additional charge per foot will be assessed for any dwelling units over 350' from the proposed cable feeder line.

c. After the initial installation of the system the Company shall also make cable service available in areas with a density of less than the minimum extension number ("low density extension areas") in the event that individuals requesting service in any such low density extension area agree to reimburse Company for the "subscribers' share" of the cost to Company of extending the cable system to such low density extension area. The "subscribers' share" of Company's construction cost for any low density extension area shall be the total amount of Company's actual, out-of-pocket costs and expenses ("extension construction cost") incurred by Company in extending the cable system as necessary to reach such subscribers requesting service in such low density

extension area (including reasonable overhead and taps, but excluding drops), less (i) the sum of \$500 for each such subscriber, and (ii) a sum determined by multiplying the extension construction cost for each such low density extension area by a fraction, the numerator of which is the number of subscribers requesting service in such extension area and the denominator of which is the minimum extension number for that area. Each subscriber shall pay to Company an amount determined by multiplying the subscribers' share by a fraction and numerator of which is one and the denominator of which is the number of subscribers requesting service in such extension area. During the two year period following the date of commencement of service to subscribers in any such low density extension area, a pro rata refund shall be paid to such subscribers or their successors in interest as new subscribers are added in that particular extension area. Such refunds shall be determined in accordance with the above formula. All subscribers added after the end of such two year period shall only be charged in accordance with Company's standard charges for the cable system. Service to subscribers served pursuant to this 2.3.2. shall commence by no later than one year after the date upon which Company becomes obligated to offer service pursuant hereto.

2.4 Construction Schedule. Company shall apply to the appropriate utilities for pole attachment permits and makeready within 12 months after execution of the franchise. Company shall cooperate to the fullest possible extent with the utilities, including paying utility bills for makeready within thirty days after receipt thereof. Company shall commence construction of 2.3.1 construction as makeready is completed in each significant section of 2.3.1 construction area, and shall complete construction of such construction, and of 2.3.2 construction, within four months of completion of makeready in the respective areas, subject to 9.7 below. Company shall furnish Town, quarterly, with brief construction progress reports of 2.3.1 construction, commencing 12 months after execution of the franchise and ending upon completion of all 2.3.1 construction.

2.5 Easements. Company's obligations under Section 2.3 above are subject to its ability to obtain from private property owners any necessary easements and/or permits at no cost in order to build such line extensions.

3.0 DURATION OF FRANCHISE

3.1 Term. The term of this franchise shall be for a period of twenty years, commencing with the date of execution of this Agreement. Company shall have the franchise renewal rights granted to it by the Cable Act. Additional terms granted in accordance with the Cable Act may be for twenty years.

3.2 Extension of Term of Town. Notwithstanding any other provision of this franchise, in the event of expiration, termination or revocation of this franchise, Town may nevertheless extend the term hereof beyond such revocation, termination or expiration date for such period of time, not to exceed two years, as Town may specify, by giving Company such notice as is reasonable in the circumstances, and during any such extension of the term Town may terminate the franchise effective at any time not less than thirty days from the date of such notice. In the event of any such extension, Company shall continue to operate its cable system in accordance with all the provisions of the franchise and shall cooperate to the fullest possible extent with any other person to whom a franchise is awarded, including, without limitation, moving Company's plant to temporary positions on utility poles, without interruption of service, so that the new franchisee can install its plant without incurring unnecessary pole makeready costs; provided, that any such new franchisee shall reimburse Company, within thirty days after receipt of billing therefor, for its reasonable, direct, actual, out-of-pocket expenses incurred by Company in responding to requests by such new franchisee for cooperation pursuant hereto.

4.0 SIGNAL LEAKAGE

4.1 No Interference. The cable system shall be constructed, operated and maintained so that there will be no interference with television reception, radio reception, telephone communications or other electronic installations in Town as provided by FCC regulation.

5.0 EMPLOYMENT PRACTICES

5.1 Equal Opportunity. Company shall not hire, or refuse to hire or employ, nor bar or discharge from employment nor discriminate for or against any person in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex. In carrying out the construction, operation, maintenance, service and repair of the cable system, Company shall not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment in violation of any statute or the Constitution of either the United States or the State of New Hampshire.

6.0 INSURANCE

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

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

Bodily injury or death	\$1,000,000 per person \$5,000,000 per occurrence
Professional liability	\$1,000,000 per person \$5,000,000 per occurrence
Property damage	\$1,000,000

Such liability insurance shall include broad form comprehensive, products and completed operations, underground hazards, independent contractors, personal and advertising injury, and automobile (same limits, any automobile); and Company's liability insurance shall be endorsed to include the full indemnity for the parties specified in 6.1.1 below.

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

6.1.1. Indemnification. Company hereby indemnifies and holds Town, its officers, agents and employees with respect to the installation, operation and maintenance of the cable 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 the award of this franchise, or the procedures leading thereto, any act or omission of Company, its agents or employees, in the construction, operation, maintenance, repair or service of its cable system in Town, or of any failure to comply with any law, ordinance, or regulations, or by reason of any suit or claim for royalties, license fees, or infringement of copyright or patent rights arising from Company's performance under this franchise. In the event of the commencement of any action against Town or its officers, agents or employees, which is within the scope of this indemnification, Town will promptly give notice thereof to Company, and Company will have the right to select and furnish counsel for the defense of any such action, at no cost or expense to Town. No settlement of any such action, or any claim therein, shall be made by Company or by counsel selected by Company without the

approval of Town, which approval shall not be unreasonably withheld. Town will cooperate with Company as reasonably required for the defense of any such action.

6.1.2. Named Insured. The liability insurance policy shall bear the name of both Company and Town as named insureds, including Town's elected officials, members of boards, commissions, and volunteers, performing services for Town, appointed or operating under Town's sanction and acting within the scope of Town's cable television related activities in accordance with Town procedures for using volunteer services.

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

6.1.4. Evidence of Insurance. By not later than thirty days after the effective date of this franchise, and thereafter throughout the duration of the franchise, Company shall furnish to Town current certificates of insurance, which shall include the indemnity set forth in 6.1.1 above.

6.1.5. Approval. All insurance coverage shall be in a form and with an insurance company rated "A" or better by A.M. Best and approved by Town, which approval shall not unreasonably be withheld. All insurance coverage shall be with a company authorized to do business in the State of New Hampshire.

7.0 PERFORMANCE BOND

7.1. Continental shall submit and maintain, throughout the duration of the License a performance bond running to the Town with a Company surety satisfactory to the Town. The amount of the bond shall be One Hundred Thousand Dollars (\$100,000).

When regular subscriber service is available throughout the initial service area, as defined in Exhibit "A", the bond shall be reduced to Ten Thousand Dollars (\$10,000). Said bond shall be maintained throughout the life of the franchise and shall be renewed upon renewal of this franchise agreement.

7.1.1. Conditions. The performance bond shall provide, but not be limited to, the following conditions:

a. There shall be recoverable by Town, from the principal or surety or both, any and all penalties due to Town and any and all damages, losses, costs and expenses suffered or incurred by Town resulting

from the failure of Company to comply with one or more provisions of the franchise. Such losses, costs and expenses shall include, but not be limited to, reasonable attorney's fees and other legal, consulting and auditing expenses. Nothing herein shall be deemed to permit Town to collect twice; that is, to collect more than the sums which would be due it if there were only one party responsible for payment.

b. Not less than thirty days' prior notice to Town shall be provided of Company's intention to cancel, materially change, or not to renew the performance bond.

7.2 Forfeiture. The total amount of the bond shall be forfeited in favor of Town in the event

(i) Company abandons the cable system or any part thereof at any time during the term of the franchise; or

(ii) there is any change in ownership or control of Company, the franchise or the cable system except in compliance with the provisions of 8.0 hereof; or

(iii) Company fails to purchase and maintain insurance as required by 6.0 hereof.

8.0 OWNERSHIP OF CABLE SYSTEM

8.1 Company Ownership. Company shall at all times during the term of the franchise be the full and complete owner of, and have complete possessory rights to, all facilities and property, real and personal, of the cable system. Nothing herein shall be construed to prevent Company from entering into a lease of or for such property, provided that the terms of such lease shall provide for continuity of possession by Company throughout the term of the lease.

8.2 Restriction on Transfer. Company shall not enter into any transaction concerning the ownership or control of the cable system, the franchise, cable system property or any part thereof without thirty days' prior notice to Town and prior written approval of Town, which approval Town shall not unreasonably withhold or delay. Any pledge or collateralization of any assets of the cable system shall be excluded from the provisions of this paragraph, but the exercise of any right to foreclose upon or seize such assets shall be included. The restrictions on transfer or ownership of the facilities and property of the cable system shall not apply to a disposition of property which will leave Company with property such that it can fully satisfy its obligations hereunder.

8.3 Foreclosure. Upon the foreclosure, other judicial sale or reversion of all or a substantial part of the cable system, Company shall notify Town of such fact within five days of its occurrence, and such notification shall be treated as a notification that a change in ownership of the cable system has taken place and the provisions of 8.2 above governing Town approval of such change, shall apply.

9.0 REGULATORY CHANGES

9.1 Application. All present and hereafter applicable laws, and the rules and regulations of the FCC as they are amended from time to time are incorporated herein by reference.

9.2 Incorporation by Reference. The provisions, except those regarding areas to be served, construction schedule or rates contained in Company's Proposal dated February 21, 1990, and all documented representations, are incorporated herein by reference.

10.0 TERMINATION OF FRANCHISE

10.1 Town Option. Upon expiration, termination or revocation of the term of the franchise, Town shall have the option either to purchase the cable system or to require company to remove, at its own expense, all portions of the cable system from all public ways and places within the franchise area.

10.2 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 Company hereunder in the event Company:

(i) Violates any material provision of this franchise or any rule, order or determination of Town made pursuant hereto where such violation remains for a period of sixty days following notice to Company by Town that, due to the fault or neglect of Company, such violation is deemed to exist; or

(ii) Attempts to evade any material provision of the franchise or practices any fraud or deceit upon Town.

10.3 Hearing. If Company is notified of a violation of a franchise provision pursuant to 10.2 above and does not cure it within the 60 day period therein provided or within such longer period of time as Town, in its absolute discretion, may grant, Town may institute revocation proceedings by providing Company 30 day's

notice of the specific reasons for the revocation and shall convene a hearing on such date specified in such notice. At the hearing Company may participate and offer testimony and evidence as to why the franchise should not be revoked. Town shall provide Company with a decision in writing setting forth the reasons for the revocation.

10.4 Town Purchase Price. If Town exercises its option under 10.1 or 10.2 to purchase the cable system, price shall be determined as provided in the Cable Act.

10.5 Company Removal. If upon expiration, termination or revocation of this franchise, Town exercises its option to require Company to remove the cable system, upon failure of Company to complete such removal within six 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 Company's expense.

11.0 PARENTAL CONTROL

11.1 Parental Control Device. Company shall make available at no charge to any subscriber so requesting, a parental control device which will permit the subscriber, at his or her option, to eliminate comprehensible reception of any or all of the pay cable channels.

12.0 SEVERABILITY

12.1 All terms and conditions of the franchise are subject to the rules and regulations of the FCC. 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 hereof.

Notwithstanding the foregoing, if any part of this franchise is declared or bound to be invalid by the FCC or any court of competent jurisdiction, such part shall, at the option of Town or Company, 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 or regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on the parties hereto.

13.0 OPERATIONS

13.1 Availability. The cable system shall be so designed and constructed as to provide service pursuant to 2.3 hereof.

13.2 Non-Discrimination. Company shall not deny service, use of access channels in accordance with Section 17.0 herein, or otherwise discriminate against subscribers, programmers or other residents in violation of the Constitution of either the United States or the State of New Hampshire, or in violation of any rule, regulation, statute, or ordinance of Town, the State of New Hampshire or the United States. Nothing herein shall be deemed to require Company to offer cable service in any area which it is not otherwise required to serve hereunder.

13.3 Privacy. Company shall maintain due vigilance with regard to possible abuses of the right of privacy of any subscriber resulting from any device or signal associated necessary to prevent and terminate any such abuses should they occur. Company shall fully comply, in letter and spirit, with all subscriber privacy provisions of The Cable Act.

13.3.1. Installation of Equipment. No cable, line, wire, amplifier, converter or other piece of equipment owned or controlled by Company shall be installed on private property by Company without first securing the permission of the owner or tenant in possession of such property or the written permission of the holder of any easement for utility lines or similar purposes.

14.0 DELEGATION

14.1 Town Delegation. Town may delegate to any Town official, employee, agency, commission or person the authority to exercise any of Town's rights and authorities hereunder which may lawfully be so delegated.

15.0 GOVERNING LAW

15.1 New Hampshire Law. This franchise shall be governed in all respects by the laws of the United States and the State of New Hampshire. Company shall be subject to the jurisdiction of the courts of the State of New Hampshire and the United States in any suit arising out of this franchise.

16.0 CONSTRUCTION

16.1 Design. Subject to the standards of any Federal and State regulatory agencies having jurisdiction

and subject to the system's capability of providing the services and facilities prescribed herein, the technical design of the cable system shall be at the option of Company. The system shall in any event be designed and built for technical quality in conformance with the technical specifications set forth by Exhibit "B" attached hereto and made a part herof, unless, and to the extent, otherwise established by the FCC.

16.1.1. Channel Capacity. The basic service cable system shall have a minimum capacity of 60 downstream and 4 upstream television channels.

16.1.2. Emergency Power. The cable system shall incorporate equipment capable of providing standby powering of the hub site for a minimum of four hours upon failure of the power furnished by the utility company.

16.1.3. Business Office. Company's principal business office for the cable system shall be located in Concord, New Hampshire. All communications of Town to Company relating to this franchise or operations hereunder shall be addressed or delivered to Company at such office to the attention of the General Manager.

16.1.4. Subscriber Antennae. Notwithstanding a required disconnection of subscribers' existing antennae and downloads to receivers connected to the cable system, Company shall not remove such antennae and downloads. Company shall furnish to each subscriber so requesting, at Company's out-of-pocket purchase cost, a switch permitting the subscriber to change from cable reception to home antenna reception, and back, at the option of the subscriber. Installation of such switches at the time of initial installation of service to a subscriber shall be without charge other than for such purchase cost. Company may require payment of an installation charge by each subscriber, in addition to the purchase cost, for switch installations made after initial installation of service to that subscriber.

16.1.5. Stereo Reception. The cable system shall be so designed and constructed that television station broadcast signals transmitted in stereo in any one cable system service (e.g. basic service) can be received in stereo by subscribers to that service without the necessity of subscribing to any other cable system service (e.g. FM; "same service stereo").

16.1.6. Outlets in Municipal and School Buildings. Continental shall, at no cost to the Town, provide and maintain one cable drop, outlet and basic service for all public buildings and public schools along the cable route, within 350 feet of the cable trunk, and listed on Exhibit "C" attached hereto and made a part

hereof. One additional drop and free office outlet will be provided to any additional Town property along the cable route as reasonably requested by the Board.

The Town or its designee shall consult with the appropriate individuals in each building and the Company to determine the appropriate location of each drop and outlet prior to requesting that Continental install the free service.

16.2 General Construction Requirements. In the construction, reconstruction, maintenance and repair of the cable system, Company shall utilize materials of good and durable quality and shall perform or cause to be performed, all work so associated with the system in a safe, thorough and reliable manner.

16.2.1. Compliance with Regulations. All work, including all working conditions and facilities, associated with the construction, operation, maintenance and repair of the cable system shall comply with:

a. All applicable Federal and State laws, rules and regulations; and

b. All applicable laws, codes, ordinances, rules and regulations of Town.

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

16.2.3 Restoration of Damage. Company, at its sole expense, shall restore all damage to property, both public and private, caused by the construction, operation, maintenance or repair of the cable system.

a. Such restoration shall be made as soon as practicable after completion of work necessitating the restoration, and shall be done in a manner approved by Town, which approval shall not be unreasonably withheld.

b. In no event shall such restoration be made later than ten days, weather permitting, after Company's receipt of notification from the owner of the property so damaged unless otherwise mutually agreed by Company and the property owner; provided, that if any such damage involves pavements, curbs, sidewalks, driveways, water mains, storm or sanitary sewers or other public facilities, and Town determines that such damage creates an emergency situation which presents a threat to public safety, the damage shall be repaired to the Town's satisfaction within 48 hours.

16.2.4. Identification. Company shall ensure that all of its vehicles, employees, and agents are clearly identified to the general public as being associated with Company.

16.2.5. Public Way Hazards. Any openings or obstructions in streets, public ways, or other municipal or public property made by Company 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 Company. During the periods of dusk and darkness, the protective devices shall be clearly designated by warning lights.

16.3 Location of Physical Facilities. Within 60 days after activation of the entire cable system, Company shall furnish to Town a map showing the following: trunk and feeder cable runs. Revised and corrected maps shall be submitted to Town, on or before December 30 of each year, if any substantial change in the cable system occurs.

16.3.1. 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 the cable or wire facilities of the public utilities are installed underground, Company shall install its cable distribution system underground. Vaults and pedestals shall be suitably landscaped, such landscaping to be subject to the approval of Town, which approval shall not unreasonably be withheld.

b. In all areas of Town where public utility lines are aerially placed, if subsequently during the term of the franchise such utility lines are relocated underground, Company shall similarly relocate its cable distribution system at its sole expense.

c. Wherever possible, the distribution system shall use the existing facilities of the public utilities. Poles shall not be installed for the sole purpose of supporting a portion of the distribution system without written justification and approval of Town pursuant to Town's law, ordinances, rules and regulations.

16.3.2. Location of Construction. All lines, cables and distribution structures, and equipment, including poles and towers, erected by Company within the Town shall be located so as not to obstruct or interfere with the proper use of streets, alleys and other public ways and places ("streets") and to cause minimum interference with the rights of property owners who abut any of the said streets, and not to interfere with

existing public utility installations. Company shall have no vested right in any location, and such construction shall be removed by Company at its own expense whenever the same restricts or obstructs or interferes with the operation or location or any future operation or location of said streets; provided, Company shall not be required to remove any such construction solely to accommodate the needs of a competing cable system.

16.3.3. Grade or Location Changes. If at any time during the term of this franchise, Town shall elect to alter, or change the grade or location of any street, or shall engage in any construction or other public works in, on or under the streets, Company shall, upon reasonable notice by Town, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures ("fixture") at its own expense, and in each instance comply with the standards and specifications of Town.

16.3.4. No Interference. Company shall not place fixtures above or below ground where the same will interfere with any then existing gas, electricity, telephone fixtures, water hydrants, or other utility use, and all such fixtures placed in or upon any street shall be so placed as to comply with all requirements of Town, R.S.A. Chapter 231 of New Hampshire Statutes or other applicable authority, and comply with local regulations, including the aesthetic provisions thereof.

16.3.5. Temporary Relocation. Company shall, on request of any person holding a permit issued by Town or other appropriate authority, temporarily move its fixtures to permit the moving of buildings or other objects, with the expense of any such temporary removal to be paid in advance by the person requesting same, and Company shall be given not less than ten days' advance notice to arrange for such temporary relocation.

16.3.6. Tree Trimming. Company shall have the authority to 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 the wires and cables of Company, except that at the option of Town, such trimming may be done by it, or under its supervision and direction, at the expense and cost of Company.

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

a. Insofar as practicable, Company shall adhere to the subscriber's desire with regard to point of entry of the drop connection into the structure.

b. Within the subscriber's structure, drop or cable runs shall be made as unobtrusively as possible.

c. Each drop shall be grounded at each subscriber's structure at the time of initial installation, of service to such subscriber.

16.3.8. Zoning and Building Codes. Any and all construction performed by or under the auspices of Company, and any and all facilities used or operated by Company, shall comply with all applicable zoning and building laws of Town.

17.0 ACCESS CHANNELS, FACILITIES AND EQUIPMENT

17.1 Channels. The cable system shall provide an access channel(s) in accordance with the following:

17.1.1. Number.

(i) One original channel for such government, education or public access use as town may from time to time determine;

(ii) At such time as the cable system has 60 or more activated downstream television channels, if such event occurs, two additional channels for such government, education and public access use as Town may from time to time determine; and provided, that Company shall not be required to make any additional access channels available unless and until the additional channel's "corresponding" channel is in use at least 40% of the time between 6:00 a.m. and midnight five days a week for a period of six consecutive weeks. A "corresponding" channel is an original channel used for the same purpose as the designated additional channel; (e.g., the additional channel is designated for educational use; the corresponding original channel would be the original channel designated for educational use.)

(iii) Commercial channels as provided in the Cable Act.

17.1.2. Use. Use of the government, public and educational access channel shall be shared by all communities served from the Concord hub and for non-commercial purposes only. Use of the public access channel shall be subject to such rules as Company may establish, subject to the approval of Town, which approval shall not unreasonably be withheld; it being understood that such rules shall not require Company control of editorial content except as may be validly required by state or federal law.

17.1.3. Charges. There shall be no charge for the use, for noncommercial purposes, of the access channel by any Town resident, employee, official, agency or commission, or any nonprofit group or organization, or by the Town School System.

17.1.4. Company Use. Company may use the access channel for any purpose during such periods as it is not being used for access purposes; provided, that access use shall have priority at all times.

17.1.5. Training. Company shall train Town residents in the use of the studio and equipment located in Concord, as requested. If Company elects not to absorb the cost of such training, it shall charge the trainees for such costs. No charge will be assessed to non-profit educational and historical groups located within the Town, as approved by the Board of Selectmen or its designee. A request for training shall be submitted to Company at least thirty days prior to the proposed training session.

18.0 PERFORMANCE STANDARDS

18.1 Technical Standards. The signal of any broadcast television or radio station retransmitted on the cable system shall be carried without material degradation and with a quality no less than that prescribed by rules of any Federal or State regulatory agencies having jurisdiction. Anything contained in this franchise to the contrary notwithstanding, with technical specifications, operation and performance of the system shall, at minimum, conform at all times to the specifications established by any Federal or State regulatory agencies having jurisdiction thereof, and such specifications existing on the effective date hereof, whichever is of the higher quality. Should there be any occasion during the term of this franchise when, for whatever reason, there are no Federal or State rules specifying technical and performance standards governing the cable system operated hereunder, or there are such rules but they do not cover all of the technical and performance aspects covered by such rules in effect on the effective date of this franchise, then and in such event Town may establish such standards. Any such standards established by Town may be adopted only after being considered in a 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.

18.2 Performance Testing. At such time as the performance monitoring and testing, conducted pursuant to requirements of any Federal or State regulatory agencies having jurisdiction, provides evidence that the cable system transmissions do not meet the prescribed standards, the performance monitoring and testing shall be repeated

in its entirety upon completion of the necessary repair or adjustment, notwithstanding the lack of such requirement by the Federal or State agencies, and a report of the second test submitted to Town. Company shall provide and keep accurately calibrated test equipment on hand at all times for the testing of all services and operational standards set forth in Exhibit "B" and by the FCC. Company shall conduct such tests as may be from time to time required by the FCC in order to establish the level of performance of the system.

19.0 MAINTENANCE AND REPAIR

19.1 Maintenance Policy. Company shall promulgate and adhere to a preventative maintenance policy directed toward maximizing the reliability (mean-time-between-malfunctions) and maintainability (mean-time-to-repair) of the cable system with respect to its delivery of service to subscribers at or above the performance standard set forth herein. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments, installations or other maintenance activities, Company shall do so at such time as will cause the least inconvenience to subscribers. Except in an emergency, and except for insignificant interruptions of two minutes or less which may occur during the course of normal maintenance, service is to be interrupted only between the hours of midnight and 7:00 a.m.

19.2 Repair. Company shall maintain a repair department comprising qualified technicians, service vehicles and equipment to provide prompt and efficient repair service within the parameters set forth below.

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

19.2.2. Repair Procedure. Company shall have a local listed telephone so operated that requests for repairs or adjustments can be received at any time, 24 hours per day, seven days per week. Company responses to such requests shall occur on the same day for requests received before 4:00 p.m. (10:00 p.m. for line or plant problems), but in no event shall such responses occur later than the next day after Company's receipt of such a request. Company shall respond immediately to any area outage.

19.2.3. Receivers Excluded. The requirements for maintenance and repair shall not apply to subscriber television or radio receivers.

19.3. Rebate for Service Loss. For every loss of service in excess of 24 continuous hours, Company shall grant a pro rata rebate of the regular monthly charge to each subscriber so affected. The credit shall be pro-rated 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 numbers of days in the month of the outage. In no case shall the refund be less than 24 hours' credit. For the purposes of this paragraph, loss of basic service shall be considered a subscriber's receipt of less than two-thirds of the respective available channels, and loss of pay cable service shall be considered the loss of signal on any pay or pay-per-view channel. Such rebate shall be made by Company following notification to Company by the subscriber, identifying the loss of service by channel description and date and time.

19.4. Records. Company shall maintain records in accordance with N.H. RSA 53-C of all service complaints by subscribers, showing the date and exact time of receipt of all written and oral customer complaints, identifying the subscriber, the nature of the complaint and the exact time action was taken by Company in response thereto, together with a description of such action. Such records shall be available at company's local office for at least two years, for inspection by Town as it may from time to time request, during regular business hours and upon reasonable notice. Nothing herein shall be deemed to require Company to maintain records of oral complaints which can be handled to the customer's satisfaction in the course of the conversation in which the complaint is made.

20.0. SERVICE TO SUBSCRIBERS

20.1. Commencement of Service. Company shall furnish cable service, as herein provided, to all locations in Town required to be served hereunder, as requested by the owner or occupant at each location, within the time limits specified below.

20.1.1. Time of Installation. Service to any subscriber served by an aerial drop shall commence by not later than fifteen working days after service is requested. Service to any subscriber served by an underground drop shall commence by not later than sixty days after service is requested. Company shall not be deemed in breach of this section for any failure to perform which is the result of Act of God, force majeure, strike, weather or other reason beyond Company's control.

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

21.0. SUBSCRIBER RATES AND CHARGES

21.1. Rates. The Cable Communications Policy Act of 1984, Section 623, and regulations of the Federal Communications Commission currently prohibit regulation of cable television rates and charges where adequate competitive alternatives exist as defined by the FCC. In the event of a change in the law or regulations which permit rate regulations, the Town and Operator agree that such regulation shall be accomplished by limiting the Operator's right to increase its basic subscriber service by 5% per year or by an amount not exceeding the Consumer Price Index measured from the date such rate regulation commences, whichever is greater. Any increase in basic subscriber service which is not otherwise permitted by law and which exceeds the Consumer Price Index shall require the prior written approval of the Board of Selectmen after holding a public hearing. Nothing contained in this Section shall be construed as waiving any rights the Operator or the Town currently have, or in the future may have, pursuant to federal or state law regulations.

21.2. Rate or Service Discriminations; Special Classifications. Company 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 for classified schedules to which any subscriber within such classification shall be entitled.

21.3. Rate Changes. Company shall give Town at least 30 days notice of any change in subscriber rates, and at Town's request, exercised by Town giving Company at least seven days notice thereof, shall attend, and respond to questions, any public hearing held by Town to consider the rate increase.

21.4. Billing Practices. Company 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 Town and all subscribers at such time as there is a change in such policies.

21.4.1. Pro-Rated Service. In the event a 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 Company to the subscriber within thirty days of such termination.

21.4.2. Rebate for Service Loss. Rebates due subscribers as a result of loss of service, pursuant to 19.3 hereof, shall be made to the affected subscribers by Company either by direct payment or by appropriate credit entry on the next subsequent billing.

21.4.3. Disconnection For Non-Payment.

Company shall have the right to disconnect a subscriber for failure to pay an overdue account; provided, that:

a. Company billing practices and policy statement set forth the conditions under which an account will be considered overdue; and

b. Company mails at least fifteen days prior to the proposed disconnection written notice of intend to disconnect for delinquency in payment; and

c. The subscriber's account is at least thirty days delinquent.

Notwithstanding the foregoing, if company sends any delinquent subscriber a notice of delinquency not earlier than 30 days after sending the original notice requesting the payment which is the subject of the delinquency notice, company may disconnect service to such subscriber, if payment is not made, on not less than five day's notice to the subscriber.

22.0 PUBLIC COMMUNICATIONS

22.1. Business Office. The business office shall be staffed during normal business hours by at least one person in responsible charge of Company's operation in Town.

22.2. Emergency Communications. At least one person in responsible charge of Company's operation in Town shall be available by local telephone during such hours as the business office is closed, and the telephone number of such person shall be supplied in advance to the Selectmen's office and the police, fire and public works departments.

23.0 NEW TECHNOLOGY

23.1. Town Options. Town shall have the right ("option"), effective at any time after the end of the tenth year of the term hereof, to require Company to provide any, some or all of the following:

(i) Same technology as Concord area residential system and/or used by Concord customers including activation of the return capability.

23.2. Requirements. In order for the Town to exercise any of the options, the following requirements must be met:

(i) Town must first conduct a public hearing to consider the additional services which are the subject of the option, and at least sixty days' notice to Company, and all interested parties, including Company, are given an opportunity to be heard.

(ii) Such additional services, with the exception of activating return capability, are technically and economically feasible.

(iii) Town may exercise any of its options by giving the Company 9 months notice to activate the technology, such notice to be given not later than six months after the date of the above-required hearing held to consider exercise of such option.

24.0 SUBSCRIBER COMPLAINTS

24.1. Complaint Policy. Company shall promulgate, subject to Town approval, which shall not be unreasonably withheld, 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, and thereafter to Town and all subscribers at such time as there is a change in such policy.

24.2. Company Response. Company shall receive all subscriber complaints at its business office serving Town and shall handle all such complaints promptly but in no event later than as set forth in 25.2.1 through 25.2.2 below.

24.2.1. Billing Complaints. In the case of a billing complaint, Company shall respond to the complainant by no later than five business days following receipt of the complaint.

24.2.2. Service Complaints. In the case of a service complaint not requesting repair or adjustment, Company shall respond to the complainant within five business days following receipt of the complaint.

25.0 ARBITRATION

25.1. Decision. Decisions as to any matters referred to arbitration hereunder shall be made by a board of three arbitrators, appointed as provided in 25.2.

25.2. Procedure.

(i) The party requesting arbitration shall send the other party written notice thereof, such notice to include the name of one arbitrator selected by the party requesting arbitration:

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

(iii) Within 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 also act as chairman of the arbitrators;

(iv) 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 Company may request the American Arbitration Association to appoint the third arbitrator;

(v) Within 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;

(vi) the hearings shall be conducted, and evidence heard, in accordance with the rules and procedures of the American Arbitration Association;

(vii) The arbitrators shall render and publish a decision, to be determined by majority vote, within 30 days after the hearing(s) is held;

(viii) Any decision shall be final and binding on both parties, and shall be fully enforceable as if it were a part of this franchise, except issues of federal or state law or regulation which, notwithstanding any other provision of law or case law to the contrary, may be taken or appealed by either party to any court or agency with jurisdiction over such issues;

(ix) The arbitrators shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific provisions of the franchise. The arbitrators shall only consider and make a decision with respect to the specific issue submitted by the parties, and shall have no authority to make a decision on any other issue not so submitted; and

(x) Each party shall pay the costs of the arbitrator appointed by it and one-half of all other costs of arbitration.

25.3 Legal Remedy. Either party may decline the remedy under 25.1 and 25.2 above, and may pursue other legal remedies in courts of competent jurisdiction.

26.0 MISCELLANEOUS

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

26.2. Notices. Notices required to be sent to Town shall be in writing and shall be delivered by hand, or shall be sent by certified mail, return receipt requested, in either case to the Selectmen, Sam Lake House, P.O. Box 500, Hackleboro Road, Canterbury, New Hampshire 03224, or such other address as may be designated by Town in writing. Notices required to be sent to Company shall be in writing and shall be delivered by hand, or shall be sent by certified mail, return receipt requested, to Company at its Concord, New Hampshire office.

26.3. Annual Report to Town. Company shall report in writing to Selectmen, on an annual basis on or before December 30 of each year, the status of the cable system. The report shall include the miles of new cable plant constructed during the preceding 12 months, number of current subscribers, programming changes and current rates. At the request of the Selectmen, Company shall meet with the Town to discuss the annual report or other matters of mutual concern, including, but not limited to, amendments, modifications or changes to applicable laws or regulations.

26.4. Other Reports. In addition to the reports herein elsewhere required, the Town shall have the right to require the submission of such other reports as it deems reasonably necessary to review Company compliance with the terms of the franchise.

27.0 FINAL RESOLUTION

27.1. General. The agreement expressed herein, in writing, constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions, except as provided for in Section 9.2 contained herein.

In witness whereof, the parties hereto have caused this franchise to be executed by their duly authorized representatives this July / 5th day of July, 1991.

Witness

Town of Canterbury

Jean Bezanson

Michael O'Neil
Selectman, Chairman

John Pratt
Selectman

Earl Hall
Selectman

Continental Cablevision
of New England, Inc.

Kim R Hayden

H. Franklin Anthony
Senior Vice President and
Regional Manager

EXHIBIT B

SYSTEM PERFORMANCE SPECIFICATION

I. SYSTEM DESCRIPTION

The communications facilities owned and operated by Continental Cablevision for the Town of Canterbury incorporate the latest advances in the field of cable television system design. These facilities feature bi-directional coaxial cable type designed and engineered for:

- ***60 channels plus the full 22 station FM band within a bandpass of 54 to 450 MHz in the forward direction for the residential system.
- ***Satellite receive capability.
- ***Terrestrial microwave receive capability.
- ***A signal processing system of advanced design, incorporating incrementally related phase locked carrier as well as FM and feed forward supertrunking technology which provide superior distribution system performance.
- ***Emergency standby power at hub.

II. SYSTEM DESIGN

The Canterbury cable system is capable of distributing and delivering:

1. All NTSC color signals without noticeable degradation for a continuous 24-hour operation under temperature and environmental conditions encountered in this area.
2. For the purpose of design, the minimal signal level output all directional tap ports will be +12.0 dbmv at the upper design frequency and +8 dbmv at 54 MHz. The level at 54 MHz is not permitted to be more than 2 db above nor 8 db below the level at the upper design frequency.

For schools, apartments, institutions and other non-standard subscriber locations, design shall provide for a splitter, coupler, or tap (whichever is most applicable to the design situation) with a minimum output of +18 dbmv at 400 MHz.

The tap level as measured at the system design

temperature of 70 degrees F shall not vary more than +/- 3 db for an ambient temperature variation of +/-40.

3. Trunk line AGC/ASC (Automatic Gain Control/Automatic Slope Control) amplifiers shall maintain a set output level within 0.6 db independent of any input level variation within the design parameters of the system. The cable system shall have dual pilot carrier control temperature variation on the coaxial cable over the design range of the system.

AGC/ASC amplifiers will be located at a minimum of every second trunk station. Standard pilot channels of 4 and 36 will be used from an IRC Headend.

4. The amplitude variation of signal over any 6 MHz television channel will not deviate in excess of:

- A. Trunk amplifiers: +/- 0.25 db
- B. Distribution amplifiers: +/- 1.0 db

5. All amplifiers shall be designed for operation from regulated square wave 45-60 volts RMS. Power supplies will contain self-regulatory transformers to maintain 60 volts output +/- 2% for 95 volts to 135 volts input. All power supply locations will be grounded and protected by transient clipper and primary circuit breakers to safeguard the equipment against overload damage. Power supply loading will be calculated for 2-way operation with a current drain not to exceed 80% of its full capacity.
6. No tap will be located more than 52 db of cable at 400 MHz from an AGC/ASC amplifier.
7. Line extender amplifiers will operate with a minimum of 3 db reserve gain (at 400 MHz) at the system design temperature of 70 degrees F.

The maximum number of line extenders in cascade will not exceed two.

8. All passive and active devices in the system will have a nominal characteristic impedance of 75 ohms and a minimum return loss of 16 db at all terminals. Coaxial cable will have a structural return loss of >26 db.
9. Leakage from any component in the system will

not exceed the limitations imposed by the FCC rules and regulations related to CATV systems.

10. The system active and passive components will provide a minimum of 60 db ingress immunity between an external RF field and the internal cable signal.
11. The hum or low frequency modulation of any video carrier observed at any point throughout the system will be $< 5\%$.
12. Ghosts and echoes will be least 40 db below the desired picture level throughout the system.
13. The following will be equal to or better than specified with 60 channel loading for total system cascade (including trunk amplifiers, bridger and maximum of 2 line extenders).
 - A. Carrier to noise ratio in the forward direction; 43 db at 70 degrees F.
 - B. Carrier to synchronous cross modulation ratio: 50 db at 70 degrees F.
 - C. Carrier to second order beat ratio: 60 db at 70 degrees F (forward & reverse).
 - D. Carrier to composite triple beat ratio: 50 db (corrected or CW carriers) at 70 degrees F.
14. Gain vs. frequency response variation across the full bandwidth of each cascade in the forward and reverse system will not exceed a peak to valley of $N/10 + 1$ db where N is the number of trunk amplifier in cascade.
15. Return system noise: Carrier to noise ratio in the reverse direction for 4.2 MHz bandwidth at 70 degrees F will not be less than:
$$C/N \text{ (return direction)} = C/N \text{ (return trunk)} + C/N \text{ (return feeder)}.$$
$$C/N \text{ RT (return trunk)} = 58 \text{ db} - 10 \text{ Log } N'$$
$$C/N \text{ RF (return feeder)} = 70 \text{ db} - 10 \text{ Log } N'$$

(where N' is the total number of return amplifier).

III. TECHNICAL STANDARDS

AMPLITUDE STANDARDS

- | | |
|---|----------------|
| a) Minimum visual sync-tip level | 0 dbmv |
| b) Maximum visual sync-tip level | Below overload |
| c) Maximum amplitude difference between visual carriers 6 MHz apart | 3 db |
| d) Maximum amplitude difference between any visual carriers | 12 db |
| e) Minimum visual/aural ratio | 13 db |
| f) Maximum visual/aural ratio | 17 db |
| g) Minimum FM station amplitude | - 15 dbmv |

AMPLITUDE STANDARDS

- | | |
|---|------|
| h) Maximum variation between FM stations on adjacent channels | 3 db |
| i) Long-term variations in amplitude | 6 db |

FREQUENCY STANDARDS

- | | |
|------------------------------|--------------------------------|
| a) Visual frequency accuracy | +/- 5 KHz |
| Converter frequency output | +/- 250 KHz
Quarterly |
| b) Intercarrier frequency | 4.5 MHz
+/- 1 KHz |
| c) FM frequency accuracy | +/- 6 KHz of
standard cable |

CATV SYSTEM FLATNESS SPECIFICATIONS

- | | |
|---|------------------------------|
| a) Amplitude response within any TV channel | +/- 2 db
(-.75 to +4 MHz) |
|---|------------------------------|

SYSTEM FAULT STANDARDS

- | | | |
|----|---|------------------|
| a) | Hum or low frequency variations | <5% peak to peak |
| b) | Visual carrier to noise ratio (4 MHz BW) | 43 db |
| c) | Visual carrier to coherent spurious signal ratio (i.e. intermodulation) | >50 db |
| d) | Cross modulation ratio | >50 db |
| e) | Reflections with system (shadows) | >40 db |

ISOLATION

- | | | |
|----|------------------------------------|-------|
| a) | Subscriber to subscriber isolation | 30 db |
|----|------------------------------------|-------|

RADIATION

- | | | |
|----|---------------------------------------|---------------------------|
| a) | Up to 54 MHz | 15 uv/m @ 100' |
| | 54 to 216 MHz | 20 uv/m @ 10' |
| | Above 216 MHz | 15 uv/m @ 100' |
| b) | CLI | < 64
Annual since 1988 |
| c) | Leakage Monitoring
100 % of System | Quarterly |

EXHIBIT C: Reference to Section 16.1.6 - Outlets in
Municipal and
School Buildings:

Schedule of Eligible Buildings:

Town Hall: one drop and two outlets

Elkins Library: one drop and two outlets

Sam Lake House (town offices): one drop and two
outlets

Police Station: one drop and one outlet

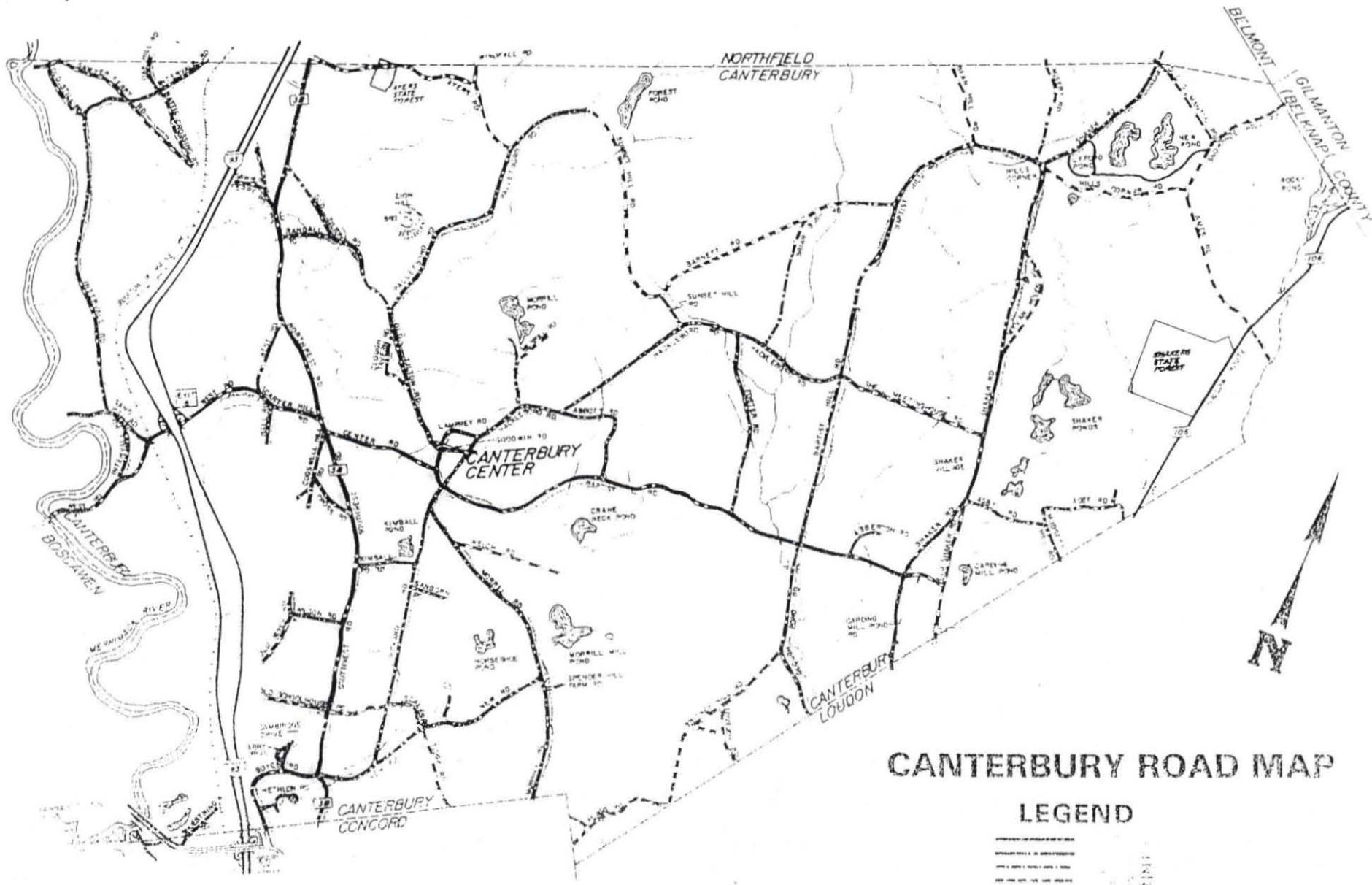
Center Fire Station: one drop and one outlet

Highway Garage: one drop and one outlet

Transfer and Recycling Center: one drop and one
outlet

Canterbury Elementary School: one drop and up to 20
outlets.

Brick School House (Elizabeth Houser Museum): one
drop and one outlet



CANTERBURY ROAD MAP

LEGEND

- ROAD TO BE SERVED
- - - - - ROAD
- UNPAVED ROAD

ROADS TO BE SERVED