

PROPOSAL FOR FRANCHISE FOR THE CONSTRUCTION, OPERATION
AND MAINTENANCE OF A TV ANTENNA TELEVISION
SYSTEM IN THE TOWN OF PITTSBURG, NEW HAMPSHIRE

WHEREAS, White Mountain Cablevision, having as principal place of business in Epsom, County of Merrimack, and State of New Hampshire, seeks a franchise to construct, operate and maintain a cable communications system in the Town of Pittsburg; and

WHEREAS, the Town of Pittsburg has adopted a Cable TV Ordinance and has the authority to award a franchise through its Selectmen;

NOW THEREFORE, the Selectmen of the Town of Pittsburg, acting for and on behalf of the Town, as authorized by applicable Ordinance do hereby grant to White Mountain Cablevision, and White Mountain Cablevision does hereby agree to accept, a non-exclusive franchise to construct, operate and maintain a cable communications system within the Town of Pittsburg, New Hampshire subject to the following terms and conditions:

GRANT OF FRANCHISE

There is hereby granted by the Town of Pittsburg, a Franchise to construct, operate and maintain a cable system in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto, in the Town, poles, wires, cables, underground conduits, manholes and other cable conductors and fixtures necessary for the maintenance and operation in the Town of Pittsburg of a cable system, to be used for the sale and distribution of cable television service to subscribers and institutions in the Town. This Franchise is granted in conformity with and should be construed in accordance with Federal, State and local laws and the rules and regulations of subdivisions and agencies thereof in force and effect during the period for which this Franchise is granted.

This Franchise shall take effect and be in full force from and after the Final Execution of this Franchise by the Issuing Authority. The duration of the rights, privileges and authorizations hereby granted shall be fifteen (15) years from the date the Franchise is executed, unless validly cancelled, terminated, revoked or otherwise discontinued as provided in this agreement.

Thereafter, the Franchise which will be subject to review and/or renegotiation, may be extended upon application of the Franchisee and in accordance with them existing federal, state and local law for an additional period of five (5) years, provided that the Franchisee has fully complied with the terms of the Franchise. Said application for renewal or extension of the Franchise shall be considered in a full public proceeding affording due process, during which the performance of the Franchisee, and the adequacy of the Franchise ordinance will be reviewed. Should the Town and the Franchisee fail to reach agreement upon which the five (5) year extension may be granted, the Town may solicit proposals for a cable television service from other companies.

Nothing in this provision shall be construed to require renewal or extension.

This Franchise issued by the Issuing Authority shall be exclusive to the Town.

The Franchisee shall, at all times during the operation of this Franchise, be subject to and comply with the contractual obligations voluntarily assumed by acceptance of the Franchise and all federal, state and local laws, rules, regulations and codes, as they now exist or as the same may be changed or amended hereafter.

SERVICE AREA

The Franchise is granted for the territorial limits of the Town of Pittsburg.

The Franchisee has submitted a map of the proposed cable system. The map shows the residential system. An amended map shall be submitted thereafter, as soon as possible, which accurately represents the system as built.

Cable television service shall be made available throughout the Town of Pittsburg as widely and as rapidly as permitted by the limitations of economic feasibility. The service area shall initially extend outward from Pittsburg Common as far as shown on the attached map. Adjoining streets and roads shall be included in the service area, without extra charge, whenever there are twenty-five (25) occupied housing units or twenty (20) customers per contiguous mile. Service shall be extended to contiguous areas of lesser density whenever would-be customers in any given mile of such contiguous areas of lesser density agree to pay basic monthly service charges which will, in the aggregate, equal the monthly basic service charges payable by twenty (20) customers within the central service area.

SERVICE BEYOND PITTSBURG'S BORDERS

A head end will be constructed to service the Town of Pittsburg. In the event that the area served by the head-end in Pittsburg is extended beyond the borders of the Town of Pittsburg, the Franchisee agrees that all rates, and the level of service and ratio of equipment-to-population within the Town shall not be diminished.

CONSTRUCTION TIMETABLE

It is the express responsibility of the Franchise to seek and obtain all variances, permits and authorizations for construction and operation and to substantially comply with all laws, codes and rules and regulations as they now exist or as the same may be changed or amended hereafter, in connection with the construction, maintenance and operation of the system.

Within six (6) months of the date of the award of this Franchise, the Franchisee must undertake the necessary steps to secure authorization to operate from the appropriate governmental agencies regulating cable

television service, and also from the utilities involved. If authorizations to operate is refused, the Franchise may be cancelled at the option of the issuing authority and shall begin construction immediately upon receiving said authorization and upon clearance by the utility companies of a sufficient number of utility poles to make the start of construction reasonable.

Full scale construction of the cable system shall begin within one (1) year after the date of the Franchise is granted by the Issuing Authority, provided that a sufficient number of utility poles have been cleared by the utility companies, and shall thereafter be continuous and conducted with due diligence.

Construction of the cable system shall be completed and the system shall be fully operational within eighteen (18) months of the date of the granting of the Franchise; provided, that upon written application by the Franchisee to the Issuing Authority at least thirty (30) days prior to this completion deadline or any extension thereof and subject to the conditions set forth in this paragraph, the Issuing Authority may grant a reasonable extension of time under the circumstances to comply with this condition. Such extension shall not be arbitrarily or unreasonably withheld and further provided that the requested extension shall be granted only upon a showing by the Franchisee that there is good and substantial cause from the delay, which cause is beyond the reasonable control of the Franchisee and cannot be cured without the benefit of the requested extension, and that the amount of time requested is the minimum additional period necessary to resolve the situation.

CONDITIONS OF STREET OCCUPANCY

A. For installation of its system in the streets and public right-of-ways, the Franchisee shall use existing poles, posts and other such structures of any public utility which may be available to the Franchise to the extent practicable in order to minimize interference with travel. The Franchisee shall be responsible for making arrangements and agreements with utility companies for joint use of their facilities. Where both power and telephone utilities are placed underground, the cable equipment shall also be placed underground. In the case of drop cables, where only normal trenching is required, no additional charge will be made; if special trenching is required, through ledge, asphalt or other similar conditions which would greatly increase the company's costs, the additional trenching cost will be paid by the subscriber. For underground service of lengths greater than two hundred (200) feet, the subscriber may be charges the additional direct costs incurred.

In the event that such utility facilities do not exist in a given location, the Town shall give permission to the Franchisee to install additional poles in such locations and number as may be necessary. However, no poles, underground conduits or other wire holding structures, shall be erected by the Franchisee without the prior approval of the appropriate town official through established permit procedures to the extent that some now, or thereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire holding facilities (such approval may not be unreasonably withheld). The Franchisee shall have the right to attach its wires to existing poles

owned by the Town or any agency of the Town without payment of additional annual rental fees to the Town, provided Franchisee shall pay in advance for all costs of rearrangement of existing wire necessary to achieve clearness as specified in selected rules, regulations and codes.

B. All structures, lines and equipment erected by the Franchisee within the Town shall be so located as to cause minimum alteration of the visual environment, to cause minimum interference with the proper use of streets and to cause minimum interference with the rights or reasonable convenience of property owners whose land abuts any of the said streets. The Franchisee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

SERVICE STANDARDS

The CATV system shall be operated and maintained so as to comply with the technical standards of the FCC's rules and regulations as they apply to CATV systems, as the same may be amended hereafter.

The Franchisee also shall maintain a twenty-four (24) hour answering service which subscribers may call without incurring added message units or toll charges so that prompt maintenance service shall be available.

The Franchisee shall respond to subscriber complaints within twenty-four (24) hours. Malfunctions shall be corrected as promptly as possible and a serious system malfunction shall be serviced as soon as possible after its discovery. Except in cases of subscriber sabotage or abuse of equipment, no charge shall be made to the subscriber for this service.

BROADCAST SIGNALS

The Franchisee shall use its best efforts to obtain, as soon as possible, approval to carry all of the signals and services described in a Proposed Channel Selection sheet attached hereto as Exhibit "A". The Franchisee has the right to add or alter programming in conformance with standards of the industry and within its sound discretion keeping in mind the ongoing obligation to provide the subscribers with the best possible, and greatest variety of CATV programming.

In accordance with FCC regulations, the Franchisee shall provide all signals of over-the-air television broadcasts that are directly receivable at the Franchisee's tower site; in the event the FCC regulations governing the carriage of over-the-air and distant station signals are amended or repealed, the Franchisee shall remain obligated to continue to provide all such over-the-air signals for the duration of the Franchise and any renewals thereof.

RATES AND CHARGES

The Franchisee shall file rate increases with the Town at least thirty (30) days prior to their implementation.

No increase in basic service rates shall be made by the Company at least until twelve (12) months following acceptance of this Franchise.

SCHEDULE OF CHARGES

Attached hereto is a schedule of the charges for installation modification and reinstallation of CATV service to the potential subscribers of the Town of Pittsburg, New Hampshire.

INSURANCE AND INDEMNIFICATION

If the Franchisee hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

It shall be expressly understood and agreed by and between the Town and the Franchisee that the Franchisee shall indemnify and save the Town, its officers, boards, commissioners, employees and agents during the terms of the Franchise and subsequent extensions thereof, harmless from all losses sustained by the Town on account of any suit, judgment, execution, claim, damage, or demand whatsoever, whether judicial, quasi-judicial, administrative, legislative or otherwise, occasioned by or arising out of the construction, installation, operation, maintenance or use of Franchisee's CATV system in the Town and from any suits, liabilities, obligations for liabilities, obligations for libel, slander, unfair competition, or obligation of suits of any kind or nature whatsoever by a third person, arising out of or incidental to the exercise by the Franchisee, its contractors, subcontractors, agents or employees of the rights herein granted, whether or not any act or omission complained of is authorized, allowed or prohibited by the Franchise granted hereunder.

REPRESENTATIONS AND WARRANTIES

Franchisee is a general partnership, validly existing and in good standing under the laws of the State of New Hampshire and has the power and is entitled to carry on its business as is now being conducted.

The consummation of the transactions contemplated hereunder will not conflict with, result in any material breach of any provision of or constitute a material default under any agreement, instrument, charter or by-law of which Franchisee is a party or by which it is bound in any such case in a manner which substantially and adversely affects Franchisee's ability to perform its obligations under this Franchise.

There is no litigation proceeding or investigation pending, to the knowledge of Franchisee threatened against or affecting Franchisee or any of its assets, whether or not fully covered by insurance, which could substantially and adversely affect Franchisee's ability to perform its obligations under this Franchise.

Franchisee is not subject to any charter or other corporate restriction or any judgment, order, writ, injunction or decree, which materially and adversely affects or, so far as it can now reasonably foresee, may in the future materially and adversely affect, its business operations, prospects, properties, assets or condition, financial or otherwise.

Franchisee has complied with and is not in default under, or in violation of, any laws, ordinances, rules, regulations or orders applicable to its current operations, business or properties.

The execution and delivery of this Franchise and the compliance with any performance of the terms hereof by Franchisee shall not violate any law, governmental regulations, order, decree or judgment, and will not conflict with, or result in the breach of any of the terms, conditions or provisions of, or constitute (or upon the passage of time or the giving of notice or both would constitute) a default under or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of Franchisee pursuant to the terms of its Partnership Agreement or any contract, lease, or other agreement or instrument to which Franchisee is a party or by which it is bound.

No representation or warranty by Franchisee contained in this Franchise and no statement furnished or to be furnished pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact, or omits or will omit to state a material fact necessary to provide the Issuing Authority with proper information as to the Franchisee and its affairs.

EFFECTIVE DATE

On the 9th day of April, 1990, the Board of Selectmen of the Town of Pittsburg, pursuant to its authority under RSA 53-C, held a public hearing on the matter of the granting of a franchise to White Mountain Cablevision; and having the authority pursuant to RSA 53-C to accept said franchise application do so as evidenced by the signatures below having heard testimony and reviewed certain exhibits in conjunction with the application to wit:

- Exhibit A - Letter of February 8th, 1990
- Exhibit B - Program Service
- Exhibit C - Rate Schedule
- Exhibit D - Letter of March 21st, 1990

The effective date of this Franchise shall be the 12th day of April, 1990 on which date this Franchise was signed by the Board of Selectmen of the Town of Pittsburg.

WITNESS our hand and official seal, this 16th day of April, 1990.

TOWN OF PITTSBURG

By: Frank D. Johnson
Board of Selectman

By: Jean M. Burrell
Board of Selectman

By: Burnham A. Judd
Board of Selectman

ATTEST: Catherine E. McCloskey
Secretary

The terms and conditions of the within Franchise are hereby accepted and agreed to:

WHITE MOUNTAIN CABLEVISION

By: *William H. Hinton*
General Partner

ATTEST: *Loell C. Busch*
Witness

ADDENDUM TO
FRANCHISE FOR CONSTRUCTION, OPERATION
AND MAINTENANCE OF A TV ANTENNA TELEVISION
SYSTEM IN THE TOWN OF PITTSBURG, NEW HAMPSHIRE

GRANT OF THE FRANCHISE

There is hereby granted by the Town of Pittsburg, a Franchise to construct, operate and maintain a cable system in, upon, along, across, above, over and under the streets alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto, in the Town, poles, wires, cables, underground conduits, manholes and other cable conductors and fixtures necessary for the maintenance and operation in the Town of Pittsburg of a cable system, to be used for the sale and distribution of cable television service to subscribers and institutions in the Town. This Franchise is granted in conformity with and should be constructed in accordance with Federal, State and local laws and rules and regulations of subdivisions and agencies thereof in force and effect during the period for which this Franchise is granted.

This Franchise shall take effect and be in full force from and after the Final Execution of this Franchise by the Issuing Authority. The duration of the rights, privileges and authorizations hereby granted shall be fifteen (15) years from the date the Franchise is executed, unless validly canceled, terminated, revoked or otherwise discontinued as provided in this agreement.

Thereafter, the Franchise which will be subject to review and/or renegotiation, may be extended upon application of the Franchisee and in accordance with them existing federal, state and local law for an additional period of ten (10) years, provided that the Franchisee has fully complied with all the terms of the Franchise. Said application for renewal or extension of the Franchise shall be considered in a full public proceeding affording due process, during which the performance of the Franchisee and the adequacy of the Franchise ordinance will be reviewed. Should the Town and the Franchisee fail to reach agreement upon which the ten (10) year extension may be granted, the Town solicit proposals for a cable television service from other companies.

Nothing in this provision shall be construed to require renewal or extension.

This Franchise issued by the Issuing Authority shall be exclusive to the Town.

The Franchisee shall, at all times during the operation of this Franchise, be subject to and comply with the contractual obligations voluntarily assumed by acceptance of the Franchise and all federal, state and local laws, rules, regulations and codes, as they now exist or as the same may be changed or amended hereafter.

EFFECTIVE DATE

The effective date of this Addendum to the aforementioned franchise shall be the 12th day of July, 2004, which date this Addendum to the aforementioned franchise was signed by the Board of Selectmen of the Town of Pittsburg.

WITNESS our hand and official seal this 12 day of July, 2004.

TOWN OF PITTSBURG

By: Burnham A Judd

By: John

By: Scott Chase

ATTEST:

Cathy McCormick
Secretary

CONSENT TO TRANSFER OF CABLE TELEVISION FRANCHISE

Whereas, the Town of Pittsburg, New Hampshire entered into a Consent to Transfer Cable Television Franchise Agreement (the "Franchise Agreement") on August, 1989 with White Mountain Cablevision a New Hampshire General Partnership (attached hereto as Exhibit A); and

original contract dated 4-16-90

Whereas, White Mountain Cablevision desires to transfer the Franchise Agreement to Pine Tree Cablevision, Associates, LP, a Maine Limited Partnership with offices at 400 East Lancaster Avenue, Suite 233, Wayne, PA, 19087; and

Whereas, the Franchise Agreement provides that any such transfer requires the consent of the Town by action of the Selectmen, such consent not be unreasonably withheld; and

Whereas, Pine Tree Cablevision, LP is a competent and responsible operator of cable television systems in the State of New Hampshire and elsewhere in the United States; and

Whereas, White Mountain Cablevision has complied with all its obligations to the Franchise Agreement to date and is not in default thereunder; and

Whereas, NOW, THEREFORE, in accordance with the terms of the Franchise Agreement the Town hereby consents to the transfer of the Franchise Agreement from White Mountain Cablevision, to Pine Tree Cablevision, LP provided that the said Pine Tree Cablevision, LP shall agree to be bound by the terms thereof.

IN WITNESS WHEREOF the Selectmen of Pittsburg, New Hampshire have executed this instrument on the 13th of August, 2001 pursuant to the authorization granted at a regularly scheduled Selectmen's meeting held on the 13th day of August 2001.

Town of Pittsburg, New Hampshire

Cathy McComiskey
Witness

Burham A Judd
Selectmen

Cathy McComiskey
Witness

Jason M. Bennett
Selectmen

Witness

Town Clerk