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ORIGINAL

FRANCHISE AGREEMENT
BETWEEN
THE CITY OF ROCHESTER, NEW HAMPSHIRE
AND
METROCAST CABLEVISION OF NEW HAMPSHIRE LLC

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**FRANCHISE AGREEMENT
BETWEEN THE CITY OF ROCHESTER, NEW HAMPSHIRE
AND
METROCAST CABLEVISION OF NEW HAMPSHIRE LLC**

WHEREAS, MetroCast Cablevision of New Hampshire LLC (hereinafter “**MetroCast**” or “**Franchisee**”) is the duly authorized current holder of a cable television franchise authorizing the construction and operation of a cable communications system in the City of Rochester, New Hampshire (hereinafter “**City**”), said franchise having originally commenced on June 24, 1998 (the “**1998 Franchise**”); and

WHEREAS, MetroCast filed a timely request for a renewal of its 1998 Franchise by letter dated September 12, 2005 in conformity with Applicable Law (as defined below) and at the request of the City filed a renewal proposal on March 30, 2007; and

WHEREAS, there has been an opportunity for public comment on MetroCast’s franchise renewal proposal, as required by Section 626 of the Cable Act (as defined below); and

WHEREAS, MetroCast historically has upgraded and expanded its facilities and services voluntarily as subscriber demand for new services and technologies has developed during the term of the 1998 Franchise, including the recent upgrade of the hybrid fiber optic and coaxial cable network to 860 MHz through which a variety of video and communications services are being provided to the City’s residents; and

WHEREAS, the City Council has determined that the communications services and programming provided by MetroCast contribute significantly to the communications needs and interests of the City and its residents and institutions; and

WHEREAS, City materially benefits from the local employment and property taxes arising from MetroCast’s substantial capital investment made during the term of its 1998 Franchise, including Franchisee’s centralized Internet technical support facility which is located within the City of Rochester; and

WHEREAS, the City Council, as the Franchising Authority, finds that it is in the public interest to renew MetroCast’s 1998 Franchise in light of its past performance, compliance with the terms of its 1998 Franchise, and based on the City Council’s finding that the terms contained

in MetroCast's request for renewal of its 1998 Franchise reasonably meet the future cable television related needs of the City of Rochester.

NOW THEREFORE, after due and full consideration of MetroCast's franchise renewal proposal and the mutual promises contained herein, the City Council and MetroCast intending to be legally bound hereby agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.1 – DEFINITIONS

The following terms used in this Franchise shall have the following meanings; however, any term not included in the following definitions, which is otherwise defined in FCC rules and/or regulations, or by federal or state law as of the effective date of this Franchise Renewal, shall be incorporated herein by reference:

(a) Access Channel. One or more Channels which the Franchisee shall make available to the City of Rochester for the purpose of transmitting Access Programming.

(b) Access Programming. (i) "Governmental": Non-Commercial Programming produced by City of Rochester departments or agencies and other Non-Commercial Programming offered by them or a duly authorized designee which is not ordinarily offered by operators of cable television systems; and (ii) "Educational": Non-Commercial Programming produced by City of Rochester Public Schools, or other educational organizations as designated by the Franchising Authority, and other non-commercial educational programming offered by them which is not ordinarily offered by operators of cable television systems. (iii) "Public": Non-Commercial Programming produced by the residents of the City of Rochester, or produced by an access corporation or non-profit corporation operating within the City of Rochester, and other programming not ordinarily offered by operators of cable systems.

(c) Addressable Technology. The capability of a Cable System to electronically add, change or delete certain programming or services from a remote location.

(d) Affiliate or Affiliated Person. Any Person who or which directly or indirectly controls or owns an interest in the Franchisee; any Person which the Franchisee directly or indirectly controls and in which the Franchisee owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in the Franchisee.

(e) **Applicable Law.** Shall have the meaning given in Section 8.10 of this Agreement.

(f) **Basic Service.** That Service Tier which includes at a minimum the mandatory retransmission of local television broadcast signals, public, educational and governmental Access Channels and any other signals and programming services required by the Cable Act and FCC regulations, if any.

(g) **Broadcast.** Over-the-air transmission by a radio or television station.

(h) **Cable Service.** The one way transmission to Subscribers of video programming, or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. For the purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by, a television broadcast station, and "other programming service" is information that a cable operator makes available to all Subscribers generally.

(i) **Cable Television System or 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 which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include:

- (i) A facility that serves only to retransmit the television signals of one or more television broadcast stations;
- (ii) A facility that services Subscribers without using any public right-of-way;
- (iii) A facility of a common carrier which is subject, in whole or in part to the provisions of Title II of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on demand services;
- (iv) An open video system that complies with 47 U.S.C. § 573; or
- (v) Any facilities of any electric utility used solely for operating its electric utility systems.

(j) **Channel.** Sufficient frequency capacity to carry one standard video signal. See 47 U.S.C. §522(4).

(k) **Communications Act.** The Communications Act of 1934, as amended, including the Cable Communications Policy Act of 1984, the Cable Consumer Protection and Competition

Act of 1992, and the Telecommunications Act of 1996, codified at 47 U.S.C. §151 et seq. and as may be further amended.

(l) **Converter.** An electronic device which converts signals delivered on the Cable System to a frequency not normally susceptible to interference within the television receiver of a Subscriber and any Channel selector which permits a Subscriber to view all signals delivered at designated converter dial locations at the set or by remote control.

(m) **Drop.** The coaxial cable that connects a home or municipal building to the Residential System or Institutional Network.

(n) **Effective Date.** January 1, 2009.

(o) **FCC.** Federal Communications Commission, or successor governmental entity thereto.

(p) **Feeder Cable.** The cable, connected to the trunk cable, from which Cable Service is distributed to multiple Subscribers, as distinguished from trunk cable (which distributes Cable Service throughout the franchise area).

(q) **Franchise, Franchise Agreement or Agreement.** The Franchise granted herein.

(r) **Franchising Authority or Franchise Authority.** The City of Rochester, New Hampshire, or its lawful designee, in accordance with Applicable Law.

(s) **Franchise Fee.** The payments to be made to the Franchise Authority or other governmental entity under Section 2.5 of this Agreement as consideration for the Franchise granted herein. The Franchise Fee requirements and payments shall comply with the requirements set forth in Section 622 of the Communications Act, 47 U.S.C. §542. The Franchise Fee required under Section 2.5 of this Agreement shall not be considered a tax imposed directly on the Subscriber by a governmental unit.

(t) **Gross Revenues.** Any and all consideration of any form or kind or compensation received by the Franchisee which is derived from the operation of the Cable System to provide Cable Service within the City. Gross Revenues shall include, without limitation, all Subscriber Cable Service monthly fees, installation and reconnection fees, monthly pay, pay-per-view and on demand services; leased access fees and all other Cable Service fees including franchise fees; downgrade, upgrade and any similar fees; any fees paid for Channels designated for commercial use; and revenues received by the Franchisee which are derived from the sale of products in any way advertised or promoted on the Cable System. In the event that an Affiliate is responsible for advertising, advertising revenue shall be deemed the pro-rata portion of advertising revenues,

less expenses, paid to the Cable System by the Affiliate for said Affiliate's use of the Cable System in the City for the carriage of advertising. Gross Revenues shall not include bad debt expense.

(u) Institutional Network or I-NET. The dedicated fiber strands within Franchisee's fiber optic cable network described in Section 3.5 of this Agreement and directly interconnecting the municipal and school facilities identified in Section 3.5.

(v) Leased Channel or Leased Access. Any Channel that the Franchisee makes available pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(w) Non-Commercial Programming. Programming not produced for profit and not containing advertising on behalf of for-profit entities. However, underwriting and acknowledgement of contributions consistent with the enhanced underwriting guidelines of the FCC for educational broadcasting are allowed on Non-Commercial Programming as described in Exhibit A.

(x) Outlet. An interior receptacle that connects a Subscriber's television set to the Cable System.

(y) Pay Cable or Pay Cable Services. Programming delivered for a separate fee or charge to Subscribers on a per Channel basis.

(z) Pay-Per-View (PPV). Programming delivered for a separate fee or charge to Subscribers on a per program basis.

(aa) Person. Any corporation, partnership, limited partnership, association, trust, organization, other business or governmental entity, individual or group of individuals acting in concert.

(bb) Private Roads. Private rights of way or non-public roadways not classified as highways by Chapter 231 of the Revised Statutes Annotated of New Hampshire.

(cc) Programming. Any video, audio, text, data or other signal carried over the Cable System.

(dd) Public Way. The surface of, and the space above and below, any public street, highway, freeway, lane, bridge, land path, alley, court, or other public right of way, including, but not limited to public utility easements, dedicated utility strips or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or thereafter held by the Franchising Authority within the Franchisee's service area for the purpose of public travel, or for compatible uses, and shall include other easements or rights of

way and shall, within their proper use and meaning, entitle the Franchising Authority and the Franchisee to the use thereof for the purpose of the installing, transmitting, operating and maintaining of Franchisee's Cable Services or other services over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to the Cable System.

(ee) Residential System. The trunk and feeder signal distribution network with bi-directional capability to be operated by the Franchisee over which Cable Service can be transmitted to Subscribers, as is described in Section 3.3.

(ff) Scrambling. The electronic distortion or digital encoding/encryption of a signal to render it unintelligible or not receivable without the use of a Converter or other decoding device.

(gg) Service Interruption. The loss of any Signal, video picture or sound on one or more Channels carried over the Cable System for distribution to a Subscriber.

(hh) Service Tier. An optional category of Cable Service (other than Basic Service, Pay Cable or PPV) consisting of multiple Channels of video Programming provided by Franchisee to Subscribers for a separate monthly charge.

(ii) Signal. Any transmission of electromagnetic or optical energy which carries information from one location to one or more other locations.

(jj) Standard Service Package. A combination of the Franchisee's Basic Service and expanded Basic Service Tier, as provided by the Franchisee as of the Effective Date, and including any individual broadcast Channels or cable networks added to these tiers in the Franchisee's sole discretion or as is otherwise required by Applicable Law.

(kk) Street. The surface of and the space above and below any public street, road, highway, freeway, lane, path, Public Way, alley, court, sidewalk, boulevard, parkway, drive or any easement or right-of-way now or hereafter held by City, and dedicated for use by the City, use by the general public, or use compatible with the Cable System operations.

(ll) Subscriber. Any Person, firm, company, municipality, corporation or association lawfully subscribing to and receiving Cable Services from the Franchisee.

(mm) Transfer. The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise of the ownership and control of the Cable System or the Franchise granted herein to a Person or a group of Persons acting in concert, as described in Section 2.6.

(nn) **Upstream Transmissions.** Signals traveling from Subscribers or other originating points on the Cable System to a head-end or sub-head-end.

(oo) **Video On Demand (VOD).** A digital video and/or audio programming service available to Subscribers on demand with VCR or DVD control functionality.

ARTICLE 2 GRANT OF FRANCHISE

SECTION 2.1 – GRANT OF FRANCHISE

(a) Pursuant to the authority of the Cable Act and RSA 53-C of the laws of New Hampshire, as amended from time to time, the City Council, acting as the Franchising Authority, hereby grants a non-exclusive Franchise to MetroCast Cablevision of New Hampshire LLC authorizing and permitting said Franchisee to construct, upgrade, operate and maintain a Cable System to provide Programming within the municipal limits of the City of Rochester.

(b) In consideration for the grant of the Franchise under the terms herein, the Franchisee agrees to install and maintain the I-Net system as set forth in Section 3.5 and Exhibit B, Exhibit B-1 and Exhibit B-2.

(c) The Franchise is subject to the requirements of Applicable Law, including the Cable Act and RSA 53-C of the laws of New Hampshire, and in compliance with all rules and regulations of the FCC and all other applicable rules and regulations in force and effect during the period for which this Franchise Agreement is granted. To the extent permitted by Applicable Law, the Franchising Authority specifically reserves all authority granted it under RSA 231:160 et. seq. to manage, regulate and control the public right-of-way, as such authority relates to the provisions of telecommunications services including, but not limited to, RSA 33:3-g. To the extent permitted by Applicable Law, Franchisee specifically reserves all rights and authority it has or may have in the future under Applicable Law to provide lawful communications services over its Cable System.

(d) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, operate and maintain the Cable System, which may include poles, wires, optical fibers, amplifiers and other property and equipment as are necessary in, under, over, along, across and upon the Public Ways and other public places and

property under the jurisdiction of the City, including other property over which the City has a sufficient compatible easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of Programming in accordance with Applicable Law.

(e) Franchisee must comply, if applicable, with all the requirements of RSA 231:160 et seq. for obtaining conduit or pole licenses for any conduits or poles that Franchisee wishes to install. If required by Applicable Law, including RSA 72:23, I (b), the Franchisee(s) and any other entity now or hereafter using or occupying property of the state or of a city, town, school district or village district pursuant to this Franchise shall be responsible for the payment of, and shall pay, all properly assessed personal and real property taxes. Furthermore, in accordance with the requirements of RSA 72:23, I(b), the Franchisee(s) and any other entity using and/or occupying property of the state or of a city, town, school district or village district pursuant to this Franchise shall be obligated to pay current and potential real and personal property taxes on structures or improvements added by the Franchisee(s) or any other entity using or occupying such property pursuant to this Franchise. If Applicable Law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to RSA 72:23, I(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such taxes if required by Applicable Law. This is a material term of the Franchise and failure to pay duly assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 7.6 of the Franchise.

(f) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced in this Section 2.1 to Franchisee's services or the operation of its Cable System. Franchisee shall have the right to pass through to subscribers and to itemize separately on subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority. If any tax assessment and corresponding obligation to pay taxes pursuant to RSA 72:23, I(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, but not including any taxes assessed on pole owners other than Franchisee and included in any pole attachment fee charged to Franchisee by the pole owner, shall exceed seven thousand five hundred dollars (\$7,500.00) but be less than one hundred

thousand dollars (\$100,000.00) in a given year, then Franchisee shall be entitled to a credit equal to the amount of the tax paid which exceeds seven thousand five hundred dollars (\$7,500.00). Such credit shall be applied to the Franchise Fee due pursuant to Section 2.5 of this Agreement. In the event that such tax assessment and corresponding obligation to pay taxes exceeds one hundred thousand dollars (\$100,000.00) in a given year, Franchisee and the Franchising Authority shall reopen negotiations on the Franchise Fees required pursuant to Section 2.5 of this Franchise Agreement.

SECTION 2.2 – NON-EXCLUSIVITY

The right to use and occupy the Streets, Public Ways and public places shall not be exclusive, and the City reserves the right to grant similar or other uses of the said Streets, Public Ways and public places to any Persons for a similar Cable System or otherwise at any time during the term of the Franchise. The Franchisee hereby acknowledges the City's right to make such grants and permit such uses subject to the requirements of Applicable Law and Section 2.8(a) of this Agreement.

SECTION 2.3 – DURATION OF FRANCHISE

The term of this non-exclusive Franchise shall be for a period of ten (10) years commencing on the Effective Date and shall terminate at midnight on December 31, 2018.

SECTION 2.4 – RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by the requirements of Applicable Law.

SECTION 2.5 – FRANCHISE FEE

(a) Franchisee shall pay to the City as a Franchise Fee a sum equal to three percent (3%) of the Franchisee's Gross Revenues, as defined herein, derived during each year of the Franchise. Said payment shall be made semi-annually within thirty (30) days after the end of the Franchisee's fiscal year and the six (6) month anniversary thereof. Should the Franchisee change its fiscal year, it shall notify the City in writing of such change ninety (90) days prior to the effective date of such change and the payment schedule stated above shall be adjusted accordingly. Each payment shall be accompanied by a statement certifying the factual basis for payment, including a break-down by category and source of Franchisee's Gross Revenues upon which such payment is based. The Franchising Authority may designate in writing one or more

particular City account(s) or fund(s), including any non-capital reserve fund duly established, to which the Franchisee shall direct Franchise Fees due hereunder. The City shall have the option, to be exercised by vote of the City Council, to increase the Franchise Fee annually, up to a total of Five Percent (5%) of the Franchisee's Gross Revenues, as defined herein, in increments of One Quarter of a Percent (.25%) annually. Changes to the Franchise Fee made pursuant to this Franchise Agreement shall be implemented as soon as practicable, and in any event no later than ninety (90) days after written notice from the City Council.

(b) At any time during the life of this Franchise, the City may, as needed to verify the information provided hereunder, upon reasonable belief and after notice and an opportunity by the Franchisee to be heard, inspect and subject to independent audit, at the City's expense, the financial records and books of Franchisee insofar as they apply to the calculation of Gross Revenues and Franchise Fees paid to the City; provided, however, the City must exercise its right to inspect and audit within three (3) years of receipt of the applicable Franchisee Fee payment. If an audit the City conducts of Franchisee's Gross Revenues or Franchise Fee calculations and payments reveals an overpayment of Franchise Fees to the City, the City shall credit Franchisee for any such overpayments during the relevant time period being audited. If such audit reveals an underpayment of Franchise Fees to the City, Franchisee shall pay such Franchise Fees due within thirty (30) days of notice from the City of the underpayment, plus interest thereon at an annual rate equal to the prime rate plus one percent (1%) of the Bank of America on the date the payment was due. If Franchisee's underpayment is more than three percent (3%) of the amount owed to the City, then Franchisee shall contribute to the cost of the audit, up to a maximum of One Thousand Dollars (\$1,000).

(c) No acceptance of any payment shall be construed as an accord that the payment is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of (i) any claim the City may have for further or additional sums payable under provisions of this Franchise or (ii) any other claim whatsoever; provided, however, the City must challenge such payment within three (3) years of receipt of the applicable Franchisee Fee payment.

(d) The City agrees to protect any proprietary information supplied to it from disclosure by treating such information as confidential to the extent permitted by Applicable Law. The City shall notify Franchisee immediately of any request for disclosure of Franchisee's

proprietary or confidential information and, before releasing such information, shall provide Franchisee ten (10) days from its receipt of the City's notice to challenge any disclosure of such proprietary or confidential information.

SECTION 2.6 – TRANSFER OR ASSIGNMENT

(a) This Franchise or any part of this Franchise, or control thereof, shall not be transferred or assigned to any Person who is not an Affiliate without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld, conditioned or delayed and shall be governed by applicable provisions of the Communications Act. Notice of any transfer or assignment shall be made in writing by the Franchisee to the Franchising Authority.

(b) For purposes of this section, any sale, assignment or any other disposition of a majority ownership interest of the parent company of the Franchisee to any unaffiliated Person or group of Persons acting in concert, in one transaction or a series of related transactions shall be deemed to be a transfer within the meaning of this section.

(c) The Franchisee shall not enter into any management contract or any other arrangement for the management of the Cable System or any part of the Cable System providing direct services to Subscribers, however structured, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) If there shall be filed against Franchisee in any Court, pursuant to any statute either of the United States or of any State, a Petition at Bankruptcy or insolvency or for reorganization or for the appointment of the receiver or trustee of all or a portion of Franchisee's property, and if, within sixty (60) days thereof, Franchisee fails to secure a discharge thereof, or Franchisee shall voluntarily file any such petition or make an assignment for the benefit of creditors, Franchisee shall notify the City of such fact within five (5) days of its occurrence. Any subsequent sale of the Cable System, or any part thereof, or cable property or facilities, or the Franchise shall be treated as a transfer or assignment and the provisions of this section requiring approval of the City shall apply, provided, however, that the City shall not unreasonably delay, condition or withhold the grant of approval. The term "bankruptcy" as used herein shall include an assignment for the benefit of creditors.

(e) In reviewing any request to transfer or assign control or ownership of the Franchise, the City shall analyze such factors as whether the proposed assignee has the appropriate technical, legal, managerial and financial capacity to operate the Cable System.

(f) Unless the parties otherwise agree, in consenting to any transfer, the City does not waive its right to pursue Franchisee for violation of the provisions of this Agreement and the Franchisee does not waive its rights or any defense it may have to the City's claims. All terms of this Agreement shall be binding on transferees except as otherwise agreed to. The City, as part of its review process, may impose reasonable conditions on the transferee before granting consent. Such conditions shall be calculated to insure performance of this Franchise. Such conditions may include, but are not limited to, the requirements that all terms of the current franchise be upheld by the transferee or that the Franchising Authority is entitled to compensation of the net present value of any Franchise terms not met by the transferee.

SECTION 2.7 – EFFECT OF UNAUTHORIZED ACTION

The unauthorized assignment of the Franchise or transfer of control of the Franchisee in violation of Section 2.6 shall be null and void and shall be deemed a material breach of this Franchise, and the provisions of Sections 7.6 and 7.7 shall apply.

SECTION 2.8 – EQUAL PROTECTION PROVISION

(a) Pursuant to RSA 53-C:3-b, the City shall not grant any additional franchises to cable service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing franchise within the City.

(b) For providers not regulated under RSA 53-C, the City agrees to impose, to the extent allowed by law, comparable Access Channel requirements, a fee in lieu of a franchise fee, and comparable conditions for use of the rights-of-way. If Franchisee believes that it is at a competitive disadvantage as a result of a competing multichannel video programming provider that is not required to be licensed by the Franchising Authority, the Franchisee and the Franchising Authority agree that Section 625 of the Communications Act (47 U.S.C. § 545) will be applicable. The Franchising Authority and the Franchisee agree that the terms and conditions of any such potential competition are unforeseeable as of the Effective Date of the Franchise. In the event the parties cannot reach an agreement, the Franchising Authority and Franchisee agree

to submit the dispute to arbitration pursuant to the rules of the American Arbitration Association. Due to the technical nature of the subject matter, the Franchising Authority and Franchisee shall confer regarding the selection of a technically qualified arbitrator or arbitrators. If unable to agree on one arbitrator pursuant to the rules of the American Arbitration Association, they agree to have a panel of three arbitrators resolve the dispute. The Franchising Authority and Franchisee shall each offer the name of an arbitrator acceptable to it and together the Franchising Authority and Franchisee shall agree on a third arbitrator for that panel.

(c) Any such additional franchise(s) shall be granted on the condition that such franchisee(s) shall indemnify and hold harmless the City and Franchisee from and against all costs and expenses incurred in strengthening poles, rearranging attachments, placing underground facilities and all other costs (including those of the City and Franchisee) incident to inspections, make-ready and construction of an additional cable system within the City.

(d) The City agrees that it will not use, or authorize others to use, the designated Access Channel(s), if any, or other facilities, the Institutional Network facilities, if any, or other designated Franchisee Subscriber network facilities to provide for-profit commercial services.

(e) During years one through six of this Franchise Agreement, if the Federal Government or the State of New Hampshire issues a franchise or other authorization permitting another Person to construct, operate and maintain a Cable System in the City, and if such Person begins construction of a competing Cable System in the City, then MetroCast, in its sole discretion, may terminate this Agreement on ninety (90) days advance written notice to the City and opt to provide Cable Service to the City pursuant to such Federal or State franchising process. If the City is prevented by operation of law from implementing the requirements of Section 2.8 and such Person begins construction of a competing Cable System in the City, then MetroCast, in its sole discretion, may terminate this Agreement on ninety (90) days advanced written notice to the City and opt to provide Cable Service to the City pursuant to a franchise or other authorization that is, in form and substance, identical to the franchise granted to any competitor pursuant to such Federal, State or local franchising process. In either case, due to the City's reliance on the I-Net (described herein at Section 3.5) for critical government services, even if Franchisee terminates this Agreement as permitted herein, the obligation of Franchisee to provide and maintain the I-Net and the Internet bandwidth for the City consistent with the

requirements of Section 3.5(d) will continue after such termination for any remaining term of the Franchise.

(f) During years seven through ten of this Franchise Agreement, if the Federal government or the State of New Hampshire issues a franchise or other authorization permitting another Person to construct, operate and maintain a Cable System in the City, then the City agrees to modify this Franchise Agreement within thirty (30) days so that, taken as a whole, this Franchise Agreement is no less favorable or more burdensome than the franchise or authorization granted to the other Person providing Cable Service in the City.

SECTION 2.9 – POLE AND CONDUIT ATTACHMENT RIGHTS

(a) Pursuant to RSA 231:161 and subject to Section 2.1(e), permission is hereby granted to the Franchisee to attach or otherwise affix cables, wires, optical fiber cables and related equipment comprising the Cable System to the existing poles and conduits on public streets and ways, provided the Franchisee secures permission and consent of the public utility companies to affix its cables and/or wires to their pole and conduit facilities and provided further that the City shall determine the location of all such poles or conduit consistent with Applicable Law. All such attachments shall comply with the requirements of Applicable Law and Section 2.1(e), above. All poles and conduit installed within the service area, as defined herein at Section 3.1, shall be made available for attachment or use by Franchisee at just and reasonable rates applied to public utilities under the formula presently established by Applicable Law. Franchisee may erect its own poles and install its own conduit, with approval of the location of such installation by the City, pursuant to Applicable Law and Section 2.1(e), which approval shall not be unreasonably withheld. The City grants Franchisee equal standing with the power and telephone utilities in the matter of placement of facilities on Public Ways subject to the ultimate authority of the City to determine the location of all installations.

(b) In all areas of City where public utilities are aerially placed, if subsequently during the term of the Franchise such utility lines required by local ordinance or state law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System. Any costs of relocating utility poles, trenching for the placement of underground conduits and relocation or modification of related facilities shall be proportionally shared by all affected companies, including reimbursement of such costs, as provided by Applicable Law.

SECTION 2.10 – POLICE AND REGULATORY POWERS

Franchisee's rights are subject to the powers of the City to adopt and enforce general ordinances necessary for the safety and welfare of the public, provided that such ordinances are of general applicability and not specific to the Cable System, the Franchisee, or this Franchise, including ordinances and regulations pertaining to management, control and regulation of public rights-of-way but only to the extent authorized or allowed by State law and Federal law. Any conflict between the terms of this Franchise and any present or future exercise of the Franchising Authority's police and regulatory powers shall be resolved by a court or governmental agency with appropriate jurisdiction. Nothing in this Section 2.10 shall be deemed a waiver of any rights or defenses that Franchisee may have under Applicable Law.

ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 – SERVICE AREA; LINE EXTENSIONS

(a) **Present Service Area.** Cable Service shall be provided to every residential dwelling and commercial unit within the City in existence on the Effective Date requesting Cable Service and located on Public Ways, Streets and Private Roads, provided Franchisee is able to obtain from property owners any necessary easements and/or applicable permits at no cost.

(b) **Future Service Area.** The Franchisee shall, upon request, make Cable Service available to residents in new dwelling units on Public Ways, Streets and Private Roads within ninety (90) days taking into account and subject to weather, force majeure, performance of make ready, availability of construction crews and materials, and the ability to obtain all necessary easements and rights-of-way.

In the case of new construction or property development where utilities are to be placed underground, the developer or property owner shall give Franchisee reasonable notice of not less than forty-five (45) days prior to such construction or development, and, if applicable, of the particular date on which open trenching will be available for Franchisee's installation of conduit, pedestals and/or vaults, and materials to be provided at Franchisee's expense. Franchisee shall also provide specifications as needed for trenching. Cost of trenching and easements required to bring service to the development shall be borne by the developer or property owner.

Under all circumstances, the Cable System shall pass new units within five (5) months after a resident requests service, subject to events of force majeure, utility make ready and Franchisee's ability to receive access to the new units.

SECTION 3.2 – SUBSCRIBER CONNECTION

(a) The Franchisee shall, within fifteen (15) days of written request by the occupant of a dwelling, connect the Cable System to a dwelling at standard installation charges if the dwelling is within three hundred (300) aerial feet of the nearest Feeder Cable, if no special trenching or boring is required, completion of any required utility make ready and only if the dwelling is properly internally wired to meet the Franchisee's specifications to prevent signal leakage.

(b) Residences located over three hundred (300) aerial feet from Feeder Cable or requiring special trenching or boring shall be considered non-standard installations and charged an additional one-time installation fee equal to the actual costs for materials and labor required to complete installation of service, except that the distance for the cable drop from the end of the extended Feeder Cable to the residence, if less than three hundred (300) aerial feet, shall be considered a standard installation.

(c) Franchisee shall complete construction of any such Subscriber connections within ninety (90) days of either a written request by the owner of the dwelling or within ninety (90) days of the date any necessary easements are obtained, whichever occurs later, taking into account and subject to weather, force majeure, completion of any required make-ready work, availability of construction crews and materials. If requested by the Franchising Authority, Franchisee shall provide a written report to the City completely explaining its failure to meet the time frame stated herein.

SECTION 3.3 – RESIDENTIAL SYSTEM

(a) The Franchisee commits to maintaining a two-way capable, Residential System utilizing Addressable Technology, and cable and electronics capable of transmitting a bandwidth of at least 860 MHz. The need for additional system upgrades shall be a subject of the technology reviews pursuant to Section. 3.4.

(b) The Cable System shall be designed and constructed so that television station broadcast signals received by the Franchisee in stereo can be received in stereo by Subscribers without the necessity of subscribing to any other Cable System service, providing Subscriber has video and audio equipment capable of receiving stereo signals.

(c) Subject to the applicable requirements of FCC regulations, currently 47 C.F.R. part 76, at Sections 76.1602, 76.1603 and 76.1619 (attached hereto as Exhibit C), Franchisee shall provide the Franchising Authority and Subscribers with any notice required by Applicable Law before making deletions, additions or relocations of programming or stations or any other change to its video program channel line up offerings. The Franchising Authority may, at its sole discretion, hold a public hearing to solicit comment regarding the proposed changes. Upon provision of fifteen (15) days notice, the Franchisee shall attend such public hearing. Nothing in this Agreement shall be construed to give the City any authority over Franchisee's programming decisions or channel-line-ups or to waive any rights or defenses that Franchisee may have under Applicable Law with respect to deletions, additions or modifications of programming and channel line-ups.

SECTION 3.4 – FUTURE TECHNOLOGY

(a) No more frequently than one (1) time during each year during the term of the Franchise Agreement starting in the third (3rd) year of this Agreement, if requested in writing by the Franchising Authority, Franchisee shall review with the

Franchising Authority changes in relevant cable television technology that might benefit City Subscribers. Relevant cable technology is that technology necessary to give the Cable System the capability of providing Cable Services substantially equal to those services available to at least fifty percent (50%) of all Subscribers in the following New Hampshire and Maine municipalities: Portsmouth, Dover, Durham, Derry, Concord, Salem and such other New Hampshire municipalities as mutually agreed; and the Maine municipalities of similar size to the City of Rochester, as mutually agreed. Such technology shall include but not be limited to converters, cable ready television sets, high definition television, digital compressions, cable modems, remote control devices, scrambling technology, additional interactive capability, and digital video recording technologies.

(b) To the extent consistent with Applicable Law, the City shall have the option of requiring Franchisee to provide relevant cable technology when the following requirements have been met: (i) the City must meet with the Franchisee and negotiate in good faith to identify the cable technologies provided in the benchmark municipalities which are not currently provided in the City of Rochester; and (ii) such relevant cable technology is technically and economically feasible. "Economically feasible" shall mean that Franchisee shall have prospects of earning a reasonable rate of return as that term may be defined by the FCC for applicable infrastructure investments by cable operators.

SECTION 3.5 – CONNECTIVITY FOR INSTITUTIONAL NETWORK

(a) As part of Franchisee's service obligation under the Franchise and within twelve (12) months of the execution of this Agreement, the Franchisee shall provide connectivity for an Institutional Network ("I-Net") consisting solely of a fiber optic cable connection from two (2) designated hub sites identified in Exhibit B to the City municipal and school termination points listed in Exhibit B-1. Franchisee also shall provide a cable modem and connection to each municipal facility identified on Exhibit B-2. The City shall have the right to use Franchisee's dedicated fiber optic cable connection for non-competitive, non-commercial communications between municipal and school facilities. The City shall not sell, lease, or offer to provide I-Net bandwidth to any non-City or non-school owned or maintained facility or third party. The Franchisee shall be responsible for the termination of the fiber optic strands in each location and for providing up to ten (10) (5 for City and 5 for School) Internet Protocol (IP) addresses during the term of this Franchise Agreement, which addresses shall be available on the Effective Date. The City shall be responsible for any and all equipment, including but not limited to optical transceivers, computers, switches, routers, servers, Internet Protocol (IP) addresses, software and acceptable use policies required for video, audio and data transmission and reception between I-Net facilities. The City shall be responsible for the security of all transmissions or signals transmitted on the I-Net.

(b) During the term of this Agreement and upon request, Franchisee will extend the I-Net to existing and new municipal and school facilities located within the City of Rochester and not included in Exhibit B-1, provided the City reimburses Franchisee for the material and labor costs required to complete any requested extension of the I-Net. During the term of this

Agreement and upon the written request of the City, Franchisee agrees to provide a cable modem and connection to additional municipal facilities located within the City and not included on Exhibit B-2; provided, however, (i) the City reimburses Franchisee for the material and labor costs required to complete any requested extension of cable modem service to such additional municipal facilities; and (ii) except as provided in the following sentence, the Franchisee's standard monthly fee for the level of cable modem services delivered to such municipal facilities shall be credited against the franchise fee due pursuant to Section 2.5 of this Agreement. Franchisee agrees to provide its basic level of cable modem service without charge during the term of this Agreement for up to five additional municipal sites not currently listed on Exhibit B-2; provided, however, the City may not add more than one municipal site in any two year period pursuant to this sentence.

(c) The Franchisee is required to seek designation and design approval by the City for all fiber optic cable placement and termination location points within municipal and school facilities, whether aerial or underground. The Franchisee shall discuss the location of each termination point with the appropriate officials in each of the facilities or institutions designated to receive an I-Net fiber connection. The City shall insure that authorized personnel will be present during any such installation. The Franchisee shall not be required to attach the I-Net to any of the City's terminals or peripherals.

(d) Under separate contract for such service to include capital costs and monthly fees, Franchisee shall provide City with a direct fiber connection to Franchisee's uplink switch for Internet bandwidth for municipal and school facilities on the I-Net. Franchisee agrees to provide Internet bandwidth at the rate of Seventy-Five Dollars (\$75) per megabit per month. Such rate subject to annual rate adjustments of no greater than five percent (5%) upon thirty (30) days advance notice to the City. City agrees to use this bandwidth for internal, non-commercial use only and will not resell or otherwise provide this bandwidth to any third party.

(e) Franchisee shall be responsible for the maintenance of the I-Net up to the termination points; provided however that the City shall reimburse Franchisee for the full cost in material and labor to repair or replace any damaged fiber cable or termination points on City property or located within municipal or school facilities.

SECTION 3.6 – I-NET INTERCONNECTION

(a) The City reserves the right, when technically and economically feasible, to request and receive a connection between the I-Net system and that of other New Hampshire cities or towns. Such connection shall be subject to negotiations and acceptance of an agreement containing reasonable terms and conditions between the Franchisee, the City and other I-Net owners.

(b) The Franchisee will undertake all reasonable efforts, including the full recovery of any associated costs, to implement a system for inter-school district communication only at such a time when the school districts in Strafford and Rockingham Counties of New Hampshire formulate a plan to use any capacity offered on the Franchisee's Cable Systems including, but not limited to, connecting to any service or educational programming, if permitted and offered by the University of New Hampshire. When interconnection of schools is implemented, City schools will be included in the formulation of the plan.

SECTION 3.7 – PARENTAL CONTROL CAPABILITY

The Franchisee shall make available to any Subscriber at their request, consistent with Applicable Law, a parental control device or appropriate technology which will permit a Subscriber, at his or her option, to control the reception or to eliminate comprehensive reception of any Channels on the Cable System.

SECTION 3.8 – LOCAL ORIGINATION AND PEG ACCESS PROGRAMMING

(a) For as long as Franchisee continues to provide local origination programming on MetroCast Channel 12, Franchisee agrees to maintain a local presence in the community with its local origination programming and to create and provide local origination programming covering the community. The scope and substance of the local origination programming shall be in the sole discretion of Franchisee; however, Franchisee shall endeavor to have the local origination programming cover the diverse interests of the community, including but not limited to the following commercially supported program areas: (i) various sports programs for children and adults; (ii) government projects; (iii) community concerns; and (iv) local news and areas of special interest to local people or groups. For as long as Franchisee continues to provide local

origination programming on MetroCast Channel 12, Franchisee agrees to maintain its current programming schedule to include:

| | |
|-----------------|-------------------------------|
| Monday – Friday | 8:00 a.m. – 11:00 a.m. |
| | 6:00 p.m. – 11:00 p.m. |
| Saturday | 6:00 p.m. – 9:00 p.m. |
| Sunday | Church Service (if available) |

Nothing herein shall be deemed or construed as a waiver or other relinquishment of Franchisee’s editorial discretion over MetroCast Channel 12 or any rights or defenses Franchisee may have under Applicable Law.

(b) Unless the City has elected to operate a public access channel, City shall have the right to request that Franchisee cablecast public activities within the City, which affect the interests of the City, within thirty (30) days prior to the event or activities. The Franchisee, upon request by the City, shall make all reasonable efforts to cablecast the event or activity live if technically and economically feasible.

(c) Unless the City has elected to operate a public access channel, in addition to other access for the benefit of the City, the City shall have the right to have public and community service announcements and other City information (collectively “PSAs”) broadcast on MetroCast Channel 12 operated by the Franchisee as soon as possible after the City’s written request but not more than ten (10) working days following such request. In the event of an emergency situation, the City may request Franchisee to cablecast information by character generation, no more than twelve (12) hours following the City’s request, which may be transmitted by facsimile to Franchisee at an address, number or pager which shall be reported to the City not less than once a year by Franchisee or whenever such address, number or pager changes.

(d) Use of channel capacity for public, educational and governmental (“PEG”) access, to the extent applicable, shall be provided in accordance with federal law, 47 U.S.C. § 531, and as further set forth below. Except as required by Applicable Law, Franchisee shall not exercise editorial control over the content of any Access Channel. Franchisee shall provide in

its Basic Service channel capacity for up to three (3) non-commercial Access Channels – One Channel shall be for the Rochester Government Access Channel (currently located on Cable Channel 26); one Channel shall be for the Rochester Educational Access Channel (currently located on Cable Channel 25) and one Channel shall be for the Rochester Public Access Channel if the City chooses in the future to program such a Channel. Franchisee shall provide to the City upon request technical advice on equipment the City or school district may consider for Access Channel production and transmission of programming on the Rochester Government Access Channel and Rochester Educational Access Channel.

(e) The Franchisee shall not move or otherwise relocate the Channel positions of any Access Channel once established, without thirty (30) days' advance, written notice to the Franchising Authority. The Franchisee shall use its best efforts, in good faith, to minimize any such Channel relocation.

(f) The Franchising Authority shall be responsible for the picture quality of all Access Programming at the demarcation point, which shall be at the input of the modulators. To provide for adequate picture quality, the Franchise Authority's video signal shall meet current federal standards and/or the minimum operating input parameters of the modulators. The Franchisee shall monitor the Access Channel(s) to ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels pursuant to FCC technical standards. Franchisee shall provide all routine maintenance for the modulators used for the Access Channels in use as of the Effective Date of this Franchise Agreement. The City shall be responsible for any replacement and/or upgrades of any modulators used for Access Programming as necessary to keep them compatible with any future equipment the Franchising Authority may acquire.

(g) Franchisee will maintain a studio and production facilities within the City of Rochester for as long as Franchisee continues to provide local origination programming on MetroCast Channel 12. The Franchisee shall provide to the Franchising Authority ninety (90) days notice of a termination of or change in studio location. To the extent the studio is available and not otherwise being used by Franchisee, the City may use these facilities for the production of Access Programming at no cost to the City for as long as Franchisee continues to provide local origination programming on MetroCast Channel 12. The Franchisee shall equip the studio

with reasonably representative state of the art production equipment capable of originating and producing Access Programming, such equipment described in Exhibit D. The Franchisee shall provide the studio and the production equipment described in Exhibit D and shall reasonably schedule access to such equipment as required by the Franchising Authority. In addition, Franchisee shall provide to the City and the Rochester School District grants for PEG capital costs to equip studios in a school facility and City Hall for the production and transmission of Access Programming on any Access Channel in the amount of Seventy-Five Thousand Dollars (\$75,000.00) to be paid by Franchisee according to the following schedule: \$30,000.00 within ninety (90) days of the Effective Date of this Agreement; \$30,000.00 on January 1, 2012 (the third year anniversary date of the Effective Date of this Agreement); and \$15,000.00 on January 1, 2015 (the sixth year anniversary date of the Effective Date of this Agreement).

(h) For as long as Franchisee continues to provide local origination programming on MetroCast Channel 12, there shall be no charge for the non-commercial use of Franchisee's studio, production facilities and equipment or the Access Channels. Franchisee is not required to permit any commercial use of the studio, production facilities and equipment or of the Access Channels. The City and Franchisee shall jointly establish and adopt rules governing the City's use of the studio, including the repair or replacement costs and related expenses for any damage or misuse of Franchisee's equipment and facilities.

(i) For as long as Franchisee continues to provide local origination programming on MetroCast Channel 12, Franchisee shall train City officials, designees or school staff in the use of Franchisee's studio and equipment, at Franchisee's cost, as often as is reasonably necessary to allow the City to create and maintain a roster of six (6) trained persons. All such training and use shall be as provided in the rules which shall be established by the City and Franchisee. Franchisee shall also dedicate personnel with technical qualifications to be available, upon request by the City, to cure technical problems arising from operation of the studio.

(j) At the option of the City Council, exercised on or after the first year anniversary date of the Effective Date of this Agreement, Franchisee shall provide the third Access Channel pursuant to Section 3.8(d) for public access programming which shall be produced, cablecast and managed by the City or its designee. The City shall provide Franchisee with ninety (90) days written notice of its intention to exercise this option. If the City Council exercises this option, all

obligations pertaining to Access Programming in this Franchise Agreement under Applicable Law shall apply to the third Access Channel within ninety (90) days of the City Council notice to Franchisee.

SECTION 3.9 – EMERGENCY OVERRIDE

The Cable System shall incorporate audio override capabilities for use in the event of an emergency consistent with FCC and State regulations. The emergency override capability may be operated from a standard touch-tone telephone only by officials authorized by the Franchising Authority. Activation of this emergency override capability shall give authorized official(s) control of all Channels allowed by law for a limited period of time for the purpose of transmitting instructions to viewers. The Franchising Authority shall provide Franchisee with the name(s) of each individual authorized to activate the emergency override capability prior to granting such authorization. Authorization shall be limited to two (2) individuals.

SECTION 3.10 – DELIVERY OF SIGNALS

The Franchisee shall abide by the applicable provisions of the Consumer Electronics Equipment Compatibility provision Section 624A of the Communications Act (47 U.S.C. §544(a)).

SECTION 3.11 – LEASED ACCESS CHANNELS

Franchisee shall make Channel capacity available as required by Section 612 of the Communications Act (47 U.S.C. §532) for leased access use to a person, group, organization or entity upon reaching an appropriate agreement.

SECTION 3.12 – GOVERNMENTAL CABLE DROPS TO RESIDENTIAL NETWORK

(a) The Franchisee shall provide, as directed by the City, (i) one (1) cable service drop connected to the residential network, (ii) one (1) outlet, and (iii) the Standard Service Package to all municipal and school buildings which are listed in Exhibit E and within three hundred (300) feet of Feeder Cable. Franchisee shall also donate coaxial cable for each classroom of the public schools in the City existing as of the date of this Franchise Agreement. The obligation of Franchisee to donate coaxial cable for such drops and outlets and to provide such service shall pertain throughout the life of this Franchise and shall apply specifically to municipal and school buildings constructed or located subsequent to the commencement of this

Franchise, which shall be wired within six (6) months of delivery of a written request from the City to Franchisee. This coaxial cable shall be provided at no cost to the City. The Franchising Authority or its designee shall consult with the appropriate individuals to determine the appropriate location of each drop and outlet prior to the installation of the free service.

(b) The Franchisee shall provide origination broadcast capability at the following locations:

1. City Hall Council Chamber;
2. Community Center (three (3) locations to be determined by the Franchise Authority);
3. Opera House;
4. High School; and
5. Middle School

During the term of the Franchise, the City may designate additional origination broadcast points to be provided by Franchisee along its constructed cable routes, at City's expense. Any subsequent change in origination broadcast points at existing or new locations shall be at the City's expense.

ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 – SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Franchisee shall use best efforts to avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable System for which this Franchise is granted shall be done in conformance with OSHA, the National Electrical Safety Code, rules and regulations of the FCC and applicable State and local laws and ordinances.

(c) The Cable System shall be constructed, operated and maintained so as to comply, at a minimum, with all FCC signal quality requirements. Upon written request by the

Franchising Authority or its designee, Franchisee shall provide proof of compliance of FCC signal requirements.

(d) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. 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 City.

(e) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public streets and Private Roads and places of the City, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(f) The signal of any television or radio station carried on the Cable System shall be carried without material degradation in quality at all Subscriber locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to Cable Systems.

(g) The City reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the Franchise, and the City through its code enforcement office. All inspections shall be at the expense of the City.

(h) All lines, cables and distribution structures and equipment, including poles and towers, erected by Franchisee within the City shall be located so as not to obstruct or interfere with the proper use of Streets, as defined herein, and to cause minimum interference with the rights of property owners who abut any of the said Streets, and not to interfere with the existing public utility installation. Except as otherwise permitted by Applicable Law, Franchisee shall have no vested right in a location except as granted herein by the Franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said Streets, provided,

however, that this standard shall apply to all persons and entities owning lines, cables, distribution structures, and equipment, and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems.

(i) Upon written notice from the City, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within fourteen (14) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the City when the deficiency has been corrected.

SECTION 4.2 – REPAIRS AND RESTORATION

(a) Franchisee shall promulgate and adhere to a preventive maintenance policy at or above the performance standard set by the FCC. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments, installation or other maintenance activities, Franchisee shall do so at such time as will cause the least inconvenience to Subscribers. Except in an emergency, or for insignificant interruptions of thirty (30) minutes or less which may occur during the course of normal maintenance, Franchisee will use best efforts to interrupt service only between the hours of midnight and 7:00 a.m.

(b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public Streets or Private Roads or places, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. In no event shall such restoration be made later than ten (10) business days, weather permitting or due to events beyond the reasonable control of Franchisee, after Franchisee's receipt of written notification from the property owner so damaged unless otherwise agreed by Franchisee and the property owner. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) In addition, upon the failure, refusal or neglect of Franchisee to cause any work or other act required by law or by this Franchise to be properly completed in, on, over or under any

Street within any time prescribed, the City may cause such work or other act to be performed or completed in whole or in part, and upon so doing shall submit to Franchisee an itemized statement of prevailing rates and the cost thereof. Franchisee shall, within thirty (30) days after receipt of such statement, pay to the City the entire amount thereof. The City, at its option, and in its sole discretion, may draw upon the bond described herein to recover any cost incurred pursuant to this section, should Franchisee fail to pay such costs within sixty (60) days of receipt of the statement of those costs.

(d) The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the City. The Franchisee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.3 – CABLE LOCATIONS

(a) In all areas of the City where the cable or wire facilities of the public utilities are installed underground, Franchisee shall install its Cable System underground. Vaults and pedestals shall be suitably restored to a similar condition prior to underground work.

(b) The rights and privileges granted hereby shall not be in preference or hindrance to the right of the City, or other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works or public improvements, and should the Cable System in any way interfere with the construction, maintenance or repair of such public works or improvements, Franchisee shall, at its own expense, protect or relocate its Cable System or portion thereof, as directed by the City or other authority having jurisdiction; provided, however, if the City reimburses other third parties for their expenses and costs incurred in protecting or relocating facilities, then Franchisee shall be entitled to recover its expenses and costs; and provided further that nothing herein shall be deemed or construed as a waiver or relinquishment by Franchisee of any right to reimbursement of costs and expenses under Applicable Law.

SECTION 4.4 – TREE TRIMMING

The Franchisee shall have the authority to trim trees upon and overhanging Streets, alleys, sidewalks and Public Ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Franchisee, in accordance with applicable State law and any City ordinances and regulations. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads, including but not limited to New Hampshire RSA 231:157 and 158.

SECTION 4.5 – STRAND MAPS

Within sixty (60) days from a request in writing from the Franchise Authority, the Franchisee shall provide to the City a complete set of strand maps of the service area, and on which will show the Franchisee's cable and equipment in those areas in which its facilities exist and the location of all Streets. Upon reasonable request by the Franchise Authority, Franchisee shall provide updated maps.

SECTION 4.6 – BUILDING MOVES

In accordance with Applicable Law, the Franchisee shall, upon the request of any Person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building(s). The Franchisee shall be given not less than forty five (45) days advance notice to arrange for such temporary wire changes. The cost to raise or lower wires, including any refunds to subscribers for interruption of services, shall be borne exclusively by the Person(s) holding the building move permit.

SECTION 4.7 – EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the head-end for a minimum of seventy-two (72) hours upon failure of the power furnished by the electric utility company unless for reasons of force majeure as defined in Section 8.2 hereof.

SECTION 4.8 – RESIDENTIAL EXTERIOR WIRING

Franchisee shall adhere to Subscriber's reasonable request for location of the cable Drop entry and shall in other respects observe standard specifications for drop connections into the

residence. Installation of new exterior wiring on a residence after the Effective Date of this Agreement shall be installed in a professional manner consistent with the homeowner's requests at the time of installation. Each Drop shall be grounded at each Subscriber's residence at the time of initial installation of cable service or during the next scheduled in-house servicing that is performed.

SECTION 4.9 – DIG SAFE

Franchisee shall comply with all applicable "dig safe" provisions, pursuant to applicable law currently outlined in RSA 374:51.

ARTICLE 5 CUSTOMER SERVICE, MARKETING OF SERVICES AND CONSUMER PROTECTION

SECTION 5.1 – CUSTOMER SERVICE

(a) Franchisee shall comply with the FCC's Customer Service Obligations, required by Federal Law and currently codified at 47 CFR §76.309, as may be amended from time to time. A copy of these regulations is attached as Exhibit F.

(b) Unless otherwise approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed, Franchisee shall maintain a customer service office in the City of Rochester for the transaction of in-person business (i.e., returns of equipment, payments, questions, reports, orders, customer service) with Subscribers. Franchisee shall provide and maintain twenty-four (24) hour, toll-free answering lines which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. Franchisee commits to maintaining the presence of this facility within the City for the term of this Agreement so long as it is technically and economically feasible to do so.

(c) At the time of initial subscription and annually thereafter, the Franchisee shall give each subscribing household a written notice, which shall include full disclosure of (i) products and services offered, (ii) prices and options for programming services and conditions of subscription to programming and other services, (iii) installation equipment and service maintenance charges and policies, (iv) instructions on how to use the Cable Service and Channel positions of Programming carried on the Cable System; (v) billing and complaint procedures for

reporting and resolving Subscriber complaints, including the address and telephone number of the local Franchise Authority; (vi) information regarding availability of parental control devices; and (vii) a list of monthly and non-recurring fees and charges. Franchisee shall provide notice of any changes to Subscribers as required by Section 3.3(c) above.

(d) The Franchisee shall provide technical support available twenty-four (24) hours per day, seven (7) days per week, and make all reasonable efforts to respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery.

(e) In accordance with RSA 53-C:3-e and except as limited by federal law or FCC regulations concerning privacy, Franchisee shall maintain a record of all written complaints and such records shall be available at Franchisee's local offices for at least two (2) years for inspection by the City as it may from time to time request, during regular business hours and upon reasonable notice. Nothing herein shall be deemed to require Franchisee to maintain records of oral complaints which can be handled to the customer's satisfaction in the course of the initial conversation in which the complaint is made or which does not require technical field response. Upon request and in accordance with RSA 53-C:3-e II(e), the Franchisee shall provide to the City an accounting of the number and nature of such written complaints.

(f) The Franchisee shall maintain its records as required by and in a manner not inconsistent with Applicable Law.

SECTION 5.2 – TERMINATION OF SERVICE

(a) In the event a Subscriber's Cable Service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a Subscriber, the appropriate refund shall be made by Franchisee to the Subscriber within forty-five (45) days of such termination provided, in the instance when the subscriber is relocating, subscriber has provided Franchisee a forwarding address.

(b) Franchisee shall have the right to disconnect a Subscriber for failure to pay an overdue account, for theft of services, or other violation of cable-related laws; provided that:

(i) Franchisee's billing practices and policy statement set forth the conditions under which an account will be considered overdue;

- (ii) Franchisee mails, at least twelve (12) days prior to the proposed disconnection, written notice of intent to disconnect for delinquency in payment; and
- (iii) The Subscriber's account is at least thirty (30) days delinquent.

SECTION 5.3 – SERVICE INTERRUPTIONS

In the event of a Cable System failure resulting in a Subscriber experiencing a Service Interruption for twenty-four (24) or more consecutive hours, Franchisee shall, upon request by such Subscribers, grant such Subscribers a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle or, at its option, apply such credit to any outstanding balance then currently due. Credits shall be applied as described above upon request if Franchisee knew of the interruption or after due notice to the Franchisee from the Subscriber.

Franchisee shall consider a similar credit for any Service Interruptions lasting less than twenty-four (24) hours, excluding interruptions which are beyond the control of the Franchisee, such as, but not limited to, electrical outages, acts of God, or for any reason of force majeure.

SECTION 5.4 – IDENTIFICATION

Franchisee shall ensure that all of its vehicles, employees, agents and subcontractors are reasonably identified to the general public. Agents and contractors hired by the Franchisee to perform any substantial work on the Cable System in the City shall reasonably inform the Rochester Police Department of the general work location within the City and provide relevant vehicle identification prior to commencing such work.

SECTION 5.5 – SUBSCRIBER ANTENNAE

Notwithstanding a required disconnection of Subscriber's existing antenna and downleads to receivers connected to the Cable System, Franchisee shall not remove such antennae and downleads. Subscribers may request and Franchisee shall provide an AB switch or other appropriate switch technology to the Subscriber for purchase at initial installation. Franchisee 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. Such charge shall be at the Franchisee's actual cost, plus a reasonable rate of return.

SECTION 5.6 – SUBSCRIBER PRIVACY AND RIGHTS TO INFORMATION

(a) Except as otherwise permitted by Applicable Law, the Franchisee shall not collect, store, use or make available to any third party data relating to individual Subscriber households by name, phone number, mailing address or e-mail address, whether the data are for providing Cable Service or other services which are not considered a Cable Service, without first giving the Subscriber an opportunity to remove his or her name from the Franchisee’s list of Subscribers, unless such disclosure is necessary to provide Cable Service or other service or to conduct cable related business activities (for example, disclosure to the company that addresses and mails out monthly bills and guides, the Programming services or a collections service for past due accounts). The conduct of the Franchisee under this section shall be consistent with and governed by Section 631 of the Communications Act, “Protection of Subscriber Privacy” (47 U.S.C. §551) and the regulations of the FCC on subscriber privacy. A copy of the current regulations is attached as Exhibit G. Any Subscriber may, upon written request and during normal business hours, examine all records maintained by Franchisee relating to the Subscriber’s account. Franchisee shall ensure that all information related to billing and service requests is accurate and up-to-date and shall promptly correct any errors upon discovery.

(b) The Franchisee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes or as permitted by Applicable Law. Pursuant to Section 631(e) of the Communications Act (47 U.S.C. § 551(e)), the Franchisee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

ARTICLE 6 RATES AND CHARGES

SECTION 6.1 – RATES AND CHARGES

(a) A price schedule for service and installation in effect on the Effective Date is attached hereto as Exhibit H. Any changes in price for cable service, equipment and installation will be in conformance with Applicable Law including, but not limited to, FCC regulations

currently codified at 47 C.F.R. §§ 76.1602, 76.1603 and 76.1619. A copy of those regulations is reprinted as Exhibit C.

(b) The Franchising Authority shall have the right to the extent granted under State law, the Communications Act and FCC regulations, to regulate basic service rates and related equipment, installation and service charges to Subscribers.

(c) The Franchisee may require a deposit or refuse service to any applicant for a bona fide credit reason. The Franchisee may require that the account of any Subscriber requesting work be current before such work is performed.

(d) Franchisee shall notify the Franchising Authority in writing at least thirty (30) days prior to any adjustment in price for Cable Service provided by the Cable System. The notice shall state the date on which the adjustment in price is to occur. If the City is authorized to regulate basic service and related equipment, installation and service charges pursuant to Applicable Law and this Agreement, then at the request of the City and upon fifteen (15) days advance written notice, Franchisee shall attend and respond at a public hearing providing information in support of the price adjustment for the basic service rate and related equipment, installation and service charges. Franchisee shall provide to the City copies of any filings by the Franchisee relative to rate proceedings at the FCC, if any.

(e) The Franchisee may levy collection charges not to exceed actual costs on overdue or delinquent accounts, not including reasonable late fees consistent with the prevailing law of New Hampshire.

(f) Franchisee's monthly subscriber statements may be itemized in a manner consistent with Applicable Law.

ARTICLE 7 REGULATORY OVERSIGHT

SECTION 7.1 – INDEMNIFICATION

(a) The Franchisee shall, at its sole cost and expense, indemnify and hold the City harmless at all times during the term of this Franchise Agreement, and subsequent renewals, if any, from any and all claims for injury and damage to persons or property, both real and

personal, caused by the installation, operation or maintenance by Franchisee of any structure, equipment, wire or cable within the Franchise area. Upon receipt of notice of any such claim in writing from the City Council, the Franchisee shall at its own expense defend any action or proceeding against the City in which it is claimed that personal injury or property damage was caused by activities of the Franchisee, its employees and/or agents in the installation, operation or maintenance of its Cable System.

(b) In the event of any claim, demand or litigation specified in Section 7.1(a), the City shall give prompt written notice to the Franchisee of such claim, demand or litigation. The Franchisee, at its sole cost and expense, shall resist and defend such claim, demand or litigation with legal counsel selected by the Franchisee or Franchisee's applicable insurer and shall have sole control of the defense or settlement of any claim, demand or litigation and all negotiations for the settlement or compromise of the same. The City and its representatives shall cooperate with the Franchisee and its representatives in the defense and/or settlement of any claim, demand or litigation. Nothing herein shall be deemed to prevent the City from participating in the defense and/or settlement of any claim, demand or litigation by the City's own counsel at the City's own expense; however, Franchisee shall have sole control of the defense and/or settlement of any claim, demand or litigation and all negotiations for the settlement or compromise of the same. To the extent the Franchisee makes payment pursuant to this section, it may require from the City an assignment of all right of recovery against any party.

SECTION 7.2 – INSURANCE

(a) The Franchisee shall carry insurance with the City as named insured with an insurance company satisfactory to the Franchising Authority indemnifying the City and the Franchisee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000) and Five Million Dollars (\$5,000,000) on account of injury to or death of any number of persons in any occurrence. Such liability insurance shall include products and

completed operations, independent contractors, personal and advertising injury, and automobile; and Franchisee's liability insurance shall be endorsed to include the full indemnity for the City.

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

(c) All insurance coverage, including Worker's Compensation, shall be maintained throughout the period of this Franchise Agreement. All expenses incurred for said insurance shall be at the sole expense of the Franchisee. No later than thirty (30) days after the execution of this Franchise, Franchisee shall furnish to the City certificates of insurance. Any certificates for new or replacement insurance coverage shall be provided to the City within thirty (30) days of when they become effective.

(d) All of Franchisee's insurance policies and certificates of insurance shall stipulate that the coverage afforded by the policies will not be canceled, modified or not renewed until at least thirty (30) days prior notice has been given to the City.

(e) The City shall have the right, any time after the fifth (5th) year of this Franchise, to request, such request not to be unreasonably denied, an increase in the amounts of insurance to an amount no greater than Three Million Dollars (\$3,000,000) per person and Ten Million Dollars (\$10,000,000) per occurrence, provided:

- (i) The City shall give Franchisee at least sixty (60) days notice of any such increase;
- (ii) The increase may, at Franchisee's request, be considered at a public hearing at which all the parties are afforded an opportunity to be heard; and
- (iii) There is at least thirty (30) days notice of any such hearing.

SECTION 7.3 – ANNUAL REPORTING BY FRANCHISEE

Within one hundred eighty (180) days after the end of each year of the Franchise term, the Franchisee shall report to the City in writing, in substantially the forms attached hereto as Exhibit H (Rates and Charges) and Exhibit I (Annual System Report), such annual reports to include, at a minimum, the information described in those Exhibits.

SECTION 7.4 – PERFORMANCE BOND

(a) Franchisee shall obtain and maintain during the entire term of this Franchise, at its sole cost and expense, and file with the City, an irrevocable performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) to guarantee performance of the following terms and conditions:

- (i) The satisfactory completion of cable installations in the time schedule provided herein and satisfactory compliance with provisions of this Agreement;
- (ii) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with this Franchise;
- (iii) The satisfactory operation of the Cable System in compliance with the material terms and conditions of this Franchise;
- (iv) The installation of technology upgrades in accordance with Section 3.4.

Thereafter, the City may draw upon this bond for the purpose of curing any deficiency or breach by Franchisee of the terms stated in this Section 7.4. This right to draw upon this bond shall not in any way impede or impair the right of the Franchisee to appeal the basis for such action.

- (b) The total amount of the bond shall be forfeited in favor of the City in the event:
- (i) Franchisee 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 the Franchisee, the Franchise or the Cable System in non-compliance with the provisions hereof;
 - (iii) Franchisee fails to purchase and maintain insurance as required by this Agreement; or
 - (iv) Franchisee fails to perform its obligations under this Agreement or in any way violates the terms of this Agreement.

(c) The City may draw upon this bond and may otherwise recover any and all penalties due to the City and any and all damages, losses, costs, and expenses suffered or incurred by the City resulting from the failure of Franchisee to comply with one or more provisions of this Section 7.4. Such losses, costs and expenses shall include, but not be limited to, reasonable attorneys' fees and other legal, consulting and auditing expenses. Nothing herein shall be deemed to permit the City to collect more than the sums that are due to it. The City may not recover these sums from multiple parties.

SECTION 7.5 – NOTICE AND OPPORTUNITY TO CURE

(a) Prior to instituting any action against the Franchisee under Section 7.4 (Performance Bond) or Section 7.6 (Revocation of Franchise), the Franchising Authority shall notify the Franchisee in writing of the specific failure and shall give the Franchisee sixty (60) days, or such longer time as may be granted by the Franchising Authority in its reasonable discretion, in which to demonstrate that a failure does not exist or to rectify such failure, and shall not proceed further if the matter is resolved to the reasonable satisfaction of the City within the specified time period.

(b) In the event that the Franchisee fails to cure, or to take reasonable steps to cure, the default within sixty (60) days, (or such other time period reasonably established by the Franchising Authority, at the written request of the Franchisee) the Franchising Authority shall schedule a public hearing with fifteen (15) days written notice to the Franchisee. The Franchisee shall be provided a reasonable opportunity to offer evidence and to be heard at such public hearing.

(c) Within thirty (30) days following any such public hearing, the Franchising Authority shall determine if the Franchisee is in default and, if so, the Franchising Authority may then pursue any and all lawful remedies, including revocation of this Franchise.

SECTION 7.6 – REVOCATION OF FRANCHISE; DEFAULT

The Franchise issued hereunder may, after due notice and hearing as defined herein, be revoked by the Franchising Authority for any of the following reasons:

- (i) For failure to comply with any of the material terms and conditions of the Franchise;
- (ii) The repeated failure, as determined by the Franchising Authority, to maintain signal quality pursuant to FCC standards;
- (iii) For any transfer or assignment of the Franchise Agreement or control thereof without consent of the Franchising Authority;
- (iv) For failure to maintain a performance bond as described in Section 7.4 or to maintain insurance as described in Section 7.2.

SECTION 7.7 – REMOVAL OF SYSTEM

Upon termination of the Franchise Agreement or of any renewal hereof by passage of time or otherwise, the Franchisee shall remove its supporting structures, poles, transmission and

distribution systems and other appurtenances from the Streets, ways, lanes, alleys, parkways, bridges, highways, and other public places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority may deem any property not removed as having been abandoned, or at the Franchisee's expense remove or cause to be removed any components of the Cable System and restore the areas to their original condition.

SECTION 7.8 – INCORPORATION BY REFERENCE

All presently and hereafter applicable conditions and requirements of Federal and State law and the rules and regulations of the FCC, as they may be amended from time to time are incorporated herein by reference and shall control the interpretation and performance of this Franchise, to the extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

ARTICLE 8 MISCELLANEOUS

SECTION 8.1 – SEVERABILITY

If any section, paragraph, term or provision of this Franchise Agreement is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or Federal regulatory agency having jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Agreement or any renewal or renewals hereof.

SECTION 8.2 – FORCE MAJEURE

If for any reason of force majeure the Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise Agreement, the term force majeure as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil

disturbances; explosions; partial or entire failure of utilities; or any cause or event not reasonably within the Franchisee's control.

SECTION 8.3 – NOTICES

Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to Attn. City Council, City of Rochester, 31 Wakefield Street, Rochester, New Hampshire 03867, or such other address as the Franchise Authority may specify in writing to the Franchisee. Every notice served upon the Franchisee shall be delivered or sent certified mail (postage prepaid) to Attn: General Manager, MetroCast Cablevision of New Hampshire LLC., PO Box 1450, 21 Jarvis Avenue, Rochester, NH 03867-1450, or such other address as the Franchisee may specify in writing to the Franchise Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 8.4 – AMENDMENT OR MODIFICATION

This Franchise shall not be amended or modified except by written agreement following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

SECTION 8.5 – ANNUAL CITY REVIEW

At the City's request, the Franchisee shall attend annual meetings with authorized City official(s) to review compliance with the terms of this Franchise and matters of interest to either party. No later than five (5) days prior to such meeting either party may submit a list of items to be reviewed.

SECTION 8.6 – DELEGATION

The City may delegate to any City official, employee, agency or commission the authority to exercise any of the City's rights hereunder which may lawfully be so delegated. The City shall notify Franchisee in writing of any delegation of authority to exercise the City's rights hereunder.

SECTION 8.7 – FINAL AGREEMENT

The Agreement stated herein, in writing, constitutes the final agreement between the parties.

SECTION 8.8 – PROPRIETARY AND CONFIDENTIAL INFORMATION

If the Franchisee reasonably believes that any documentation to be provided to the Franchising Authority in accordance with the provisions of this Agreement contains proprietary or confidential information, then the Franchisee shall provide the Franchising Authority with written notice thereof, and thereafter the Franchising Authority will safeguard the information against disclosure, to the extent authorized under RSA Chapter 91-A.

SECTION 8.9 – STANDARD OF REASONABLENESS

Whenever a party to this Agreement is required, or has the right or discretion, to take an action or to refrain from taking an action with respect to a particular matter, then, in the exercise of any of its contractual obligations or rights, such party shall take such action or refrain from taking such action as is reasonable under the circumstances that exist at the time the action or non-action occurs.

SECTION 8.10 – GOVERNING LAW

This Agreement is governed by and construed in accordance with the Communications Act and the FCC regulations and policies adopted pursuant thereto, except where the law of the State of New Hampshire may control, in which case the law of the State of New Hampshire will govern (collectively, “**Applicable Law**”). All rights, requirements and obligations under this Agreement are subject to the requirements and limitations of Applicable Law. To the extent that any right, requirement or obligation under this Agreement is contrary to Applicable Law, then such provision shall be invalid to the extent that such provision is inconsistent with Applicable Law.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise to be executed by their duly authorized representatives.

THE CITY OF ROCHESTER, NEW HAMPSHIRE

By. _____

Name: John Scruton

Title: City Manager, Duly Authorized

Date: December 31, 2008

METROCAST CABLEVISION OF NEW HAMPSHIRE LLC

By. _____

Name: Steven Murdough

Title: Vice President Operations

Date: December 31, 2008

EXHIBIT A
PROGRAM UNDERWRITING GUIDELINES FOR PEG CHANNELS

Underwriting announcements may include the following information:

- The name of the donor.
- The purpose to which the donation was directed.
- The donor's location (which may include website addresses).
- The donor's brand or trade names, including visual depictions of the same.
- The date of the donor's founding or the number of years it has been in business.
- The donor's telephone number.
- Established slogans which viewers would associate with the donor or its products or services.
- Statements of the donor's institutional goals ("dedicated to..."), so long as no promotional reference is made to the donor's products or services.

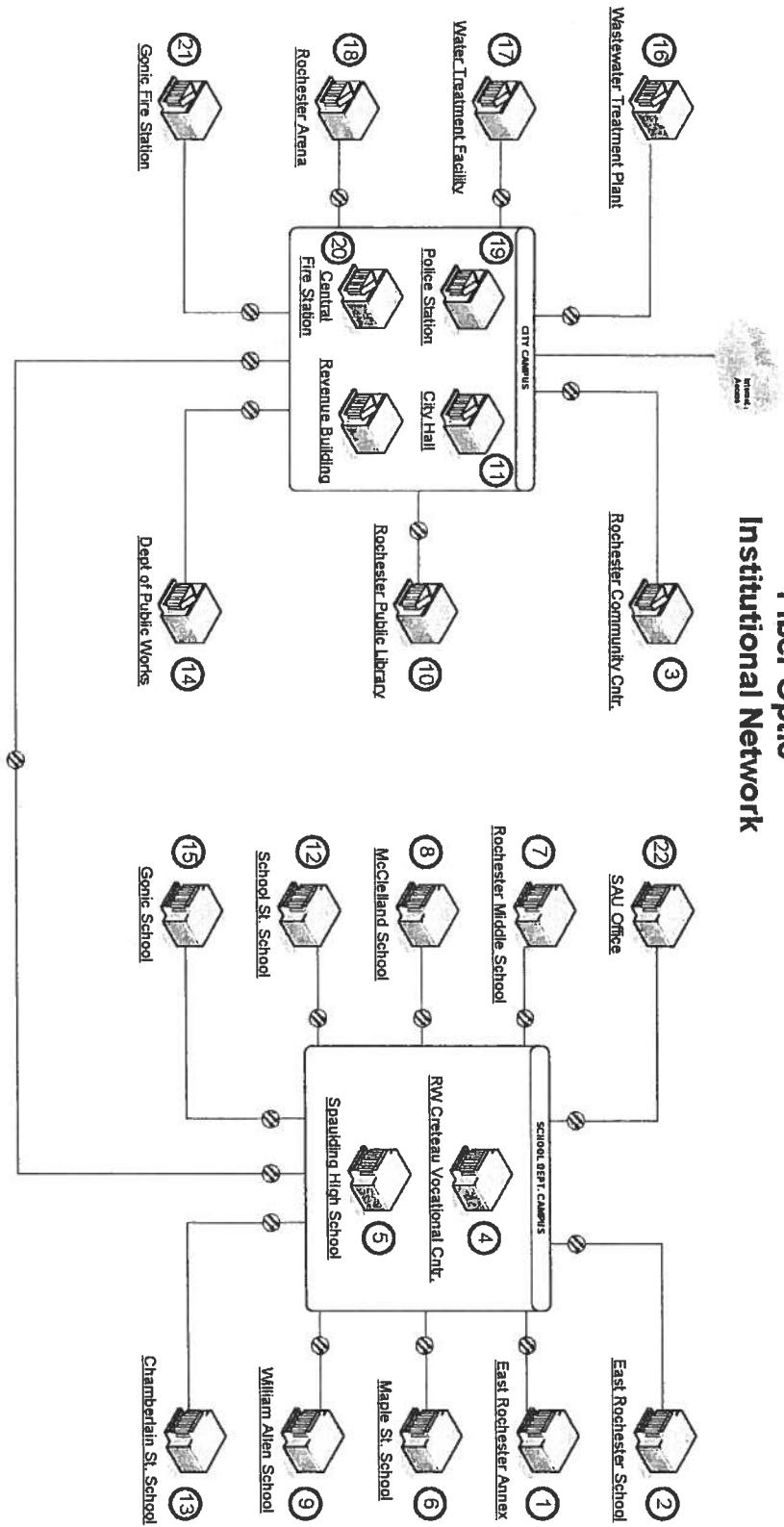
Underwriting announcements should not contain any of the following elements:

- Any language explicitly urging patronage of particular goods, products, services or facilities (calls to action).
- Any explicit mention or comparison of the price, quality or quantity of goods, products, services or facilities.
- Any endorsement or depiction of apparently satisfied customers of the donor.
- Any slogan that is not routinely used by the underwriter in its business (a logo or jingle specially created for public broadcasting cannot be used) or that is overtly promotional in content or style.

EXHIBIT B

**DIAGRAM OF ROCHESTER
POINT-TO-POINT
FIBER OPTIC INSTITUTIONAL NETWORK**

Rochester Point-to-Point Fiber Optic Institutional Network



| | | |
|-----------|----------------------|--------|
| Drawn by: | John Redenbuis | |
| Date: | 30 Dec, 2008 | |
| Project: | Rochester I-Net | |
| Page: | Page-1 | 1 of 1 |
| Revision: | roch-i-net v.4.4.rvd | |

⚡ Fiber Optic Cable

EXHIBIT B-1

INSTITUTIONAL NETWORK FIBER OPTIC TERMINATION POINTS

| | Location | Street | Street # |
|----|------------------------------------|----------------|-------------|
| 1 | East Rochester Annex | Cochecho Ave | |
| 2 | East Rochester School | Portland St | |
| 3 | Rochester Community Center | Wakefield St | |
| 4 | Creteau Regional Vocational Center | Wakefield St | |
| 5 | Spaulding High School | Wakefield St | |
| 6 | Maple Street School | Maple St | |
| 7 | Rochester Middle School | Brock St | |
| 8 | McClelland School | Brock St | |
| 9 | William Allen School | Granite St | |
| 10 | Rochester Public Library | South Main St | |
| 11 | Rochester City Hall | Wakefield St | |
| 12 | School Street School | School St | |
| 13 | Chamberlain Street School | Chamberlain St | |
| 14 | Dept of Public Works | Old Dover Rd | |
| 15 | Gonic School | Railroad Ave | |
| 16 | Wastewater Treatment Plant | Pickering Rd | |
| 17 | Water Treatment Facility | Strafford Rd | |
| 18 | Rochester Arena | Lowell St | |
| 19 | Rochester Police Station | Wakefield St | |
| 20 | Rochester Fire Station | Wakefield St | |
| 21 | Gonic Fire Station | Main St Gonic | |
| 22 | SAU Office | Wakefield St | |

EXHIBIT B-2
INSTITUTIONAL NETWORK
CABLE MODEM TERMINATION POINTS

| # | Location | Street Number | Address |
|----|--|---------------|------------------------------|
| 1 | Route 125 pump station | 169 | Gonic Road |
| 2 | Ledgeview Drive pump station | 54 | Ledgeview Drive |
| 3 | Weeping Willow Drive pump station | 6 | Weeping Willow Drive |
| 4 | Lowell Street pump station | 40 | Lowell Street |
| 5 | Sawyer Avenue pump station | 15 | Sawyer Avenue |
| 6 | South Main Street pump station | 182 | South Main Street |
| 7 | Norway Plains pump station | ?? | Norway Plains Road |
| 8 | Ryan's Circle pump station | 19 | Ryan's Circle |
| 9 | Airport Drive pump station | 91 | Airport Drive |
| 10 | Western Avenue pump station | 10 | Western Avenue |
| 11 | Tara Estates pump station | 724 | Salmon Falls Road |
| 12 | Front Street pump station | 13 | Front Street East Rochester |
| 13 | Main Street pump station | 89 | Main Street East Rochester |
| 14 | Salmon Falls Road pump station | 235 | Salmon Falls Road |
| 15 | Autumn Street pump station | 48 | Autumn Street East Rochester |
| 16 | Old Route 125 pump station | 16 | Gonic Road |
| 17 | Kirsten Avenue pump station | 23 | Kirsten Avenue |
| 18 | Washington Street pump station | 121 | Washington Street |
| 19 | Wyandotte Falls pump station | 8 | Bridge Street |
| 20 | Community Center pump station | 18 | Community Way |
| 21 | River Street pump station | 62 | River Street |
| 22 | Ray Drive pump station | 2 | Ray Drive |
| 23 | Route 11 pump station | 25 | Farmington Road |
| 24 | Thomas Street pump station | 20 | Thomas Street |
| 25 | Capital Circle pump station | 15 | Capital Circle |
| 26 | Chestnut Hill Road pump station | 36 | Chestnut Hill Road |
| 27 | Wastewater Treatment Plant | 75 | Pickering Road |
| 28 | East Rochester Library | | Main Street East Rochester |
| 29 | Rochester Historical Society | 58 | Hanson Street |
| 30 | Roberge Center | | |
| 31 | East Rochester Fire Station | | Main Street East Rochester |
| 32 | Quonset Hut | | Washington Street, Route 202 |
| 33 | Fire Station/Emergency Management Center | 31 | Wakefield Street |
| 34 | Library | 65 | S. Main Street |
| 35 | Chesley Hill Road Water Tower | 181 | Chesley Hill Road |
| 36 | Salmon Falls Water Tower | 23 | Walbridge Court |
| 37 | Rochester Hill Road Water Tower | 155 | Rochester Hill Road |
| 38 | Washington Street Water Booster Station | 217 | Washington Street |

| # | Location | Street Number | Address |
|----|---|---------------|-------------------|
| 39 | Richardson Street Water Booster Station | 201A | South Main Street |
| 40 | Gina Drive Water Booster Station | 15A | Gina Drive |
| 41 | Industrial Drive Water Booster Station | 0 | Industrial Drive |

EXHIBIT C
FCC REGULATIONS RE NOTIFICATIONS

Code of Federal Regulations 47 CFR

Sec. 76.1602 Customer service--general information.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Effective July 1, 1993, the cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions of programming carried on the system; and

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(c) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the cable system operator, including the address of the responsible officer of the local franchising authority.

Sec. 76.1603 Customer service--rate and service changes.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers 30 days in advance of any significant changes in the other information required by Sec. 76.1602.

(c) In addition to the requirement of paragraph (b) of this section regarding advance notification to customers of any changes in rates, programming services or channel positions,

cable systems shall give 30 days written notice to both subscribers and local franchising authorities before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the operator need only identify for subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(d) A cable operator shall provide written notice to a subscriber of any increase in the price to be charged for the basic service tier or associated equipment at least 30 days before any proposed increase is effective. The notice should include the name and address of the local franchising authority.

(e) To the extent the operator is required to provide notice of service and rate changes to subscribers, the operator may provide such notice using any reasonable written means at its sole discretion.

(f) Notwithstanding any other provision of part 76 of this chapter, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

Note 1 to Sec. 76.1603: Section 624(h) of the Communications Act, 47 U.S.C. 544(h), contains additional notification requirements which a franchising authority may enforce.

Note 2 to Sec. 76.1603: Section 624(d)(3) of the Communications Act, 47 U.S.C. 544(d)(3), contains additional notification provisions pertaining to cable operators who offer a premium channel without charge to cable subscribers who do not subscribe to such premium channel.

Note 3 to Sec. 76.1603: Section 631 of the Communications Act, 47 U.S.C. 551, contains additional notification requirements pertaining to the protection of subscriber privacy.

Sec. 76.1619 Information on subscriber bills.

(a) Effective July 1, 1993, bills must be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(c) A cable franchise authority may enforce the customer service standards set forth in this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

EXHIBIT D
STUDIO EQUIPMENT

Subject to the requirements and limitations of Section 3.8 of this Agreement, the equipment listed in this Exhibit shall be maintained and insured by Franchisee.

| Cameras & Accessories | | | | |
|---|-------------------------|----------------------|-------------|--------------------------|
| | | Serial Number | Qty. | Description |
| Panasonic AG7450 SVHS Camera | | WVF565H | 1 | Field Camera |
| Sennheiser Microphones | | MD 441-U | 4 | |
| Editing Systems | | | | |
| | | | | |
| Sony Digital Video Cassette Recorder DSR-1500 | | 100323 | 1 | Tape Deck |
| " | | 101188 | 1 | Editor/Graphic Generator |
| Panasonic Editing Controller AG-A350 | | J9A3275QT | 1 | |
| Trinity Air Command 2.3 | | | | |
| G4w/Avid DV Express | | X82471BCMMA | 1 | Editing System |
| PlayBack and Record Decks | | | | |
| | | | | |
| Panasonic Digital Videocassette Recorder AG-DV 2000 | | D1HT00048 | 1 | Tape Deck |
| " | | D1HT00018 | 1 | Tape Deck |
| " | | D1HT00195 | 1 | Tape Deck |
| Panasonic Videocassette Recorder Ag-1250 | | KOSA42067 | 1 | Tape Deck |
| Panasonic DVD Video Recorder DMR-E55 | | KS4BA002860 | 1 | DVD Player |
| Sony Betacam SP Videocassette Recorder UVW-1400A | | 14439 | 1 | Tape Deck |
| Sony U-Matic Videocassette Player VP-7020 | | 21420 | 1 | Tape Deck |
| " | | 18359 | 1 | Tape Deck |
| Panasonic SVHS Videocassette Recorder AG 1970 | | D4TC00868 | 1 | Tape Deck |
| JVC Professional DV Player | | 7035266 | 1 | Tape Deck |
| " | | 735267 | 1 | Tape Deck |
| " | | 7035262 | 1 | Tape Deck |
| " | | 12832420 | 1 | Tape Deck |
| " | | 14833020 | 1 | Tape Deck |
| Sony CD/DVD Player DVP-NS57P | | 3047604 | 1 | DVD Player |
| | | | | |
| Other Accessories | | | | |
| Bogen 3066 Tripod | | | 2 | Tripod |
| Lastolite Green Screen | | | 1 | Green Screen |
| Logitech Wireless Keyboard/Mouse | MCT12505374/LBZ12703552 | | 1 | Computer Keyboard /Mouse |
| Mackie 14 Channel Audio Mixer | 9M1610 | | 1 | Audio Mixer |

EXHIBIT E
CABLE SERVICE DROP POINTS

| | Location | Street | Street # |
|----|------------------------------------|------------------|---------------------|
| 1 | East Rochester Annex | Coheco Ave | |
| 2 | East Rochester School | Portland St. | |
| 3 | Rochester Community Center | Wakefield St. | |
| 4 | Creteau Regional Vocational Center | Wakefield St. | |
| 5 | Spaulding High School | Wakefield St. | |
| 6 | Maple Street School | Maple St. | |
| 7 | Rochester Middle School | Brock St. | |
| 8 | McClelland School | Brock St. | |
| 9 | William Allen School | Granite St. | |
| 10 | Rochester Public Library | South Main St. | |
| 11 | Rochester City Hall | Wakefield St. | |
| 12 | School Street School | School St. | |
| 13 | Chamberlain Street School | Chamberlain St. | |
| 14 | Dept of Public Works | Old Dover Rd. | |
| 15 | Gonic School | Railroad Ave. | |
| 16 | Wastewater Treatment Plant | Pickering Rd. | |
| 17 | Water Treatment Facility | Strafford Rd. | |
| 18 | Rochester Arena | Lowell St. | |
| 19 | Rochester Police Station | Wakefield St. | |
| 20 | Rochester Fire Station | Wakefield St. | |
| 21 | Gonic Fire Station | Main St Gonic | |
| 22 | SAU Office | Wakefield St. | |
| 23 | East Rochester Fire Station | Main Street E.R. | |
| 24 | Rochester Historical Society | Hanson St. | |
| 25 | East Rochester Library | Main Street E.R. | |

EXHIBIT F

CUSTOMER SERVICE REGULATIONS

Code of Federal Regulations 47 CFR §76.309

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on service interruptions promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT G
SUBSCRIBER PRIVACY
47 U.S. Code Section 551

§ 551. Protection of subscriber privacy

(a) Notice to subscriber regarding personally identifiable information; definitions

(1) At the time of entering into an agreement to provide any cable service or other service to a subscriber and at least once a year thereafter, a cable operator shall provide notice in the form of a separate, written statement to such subscriber which clearly and conspicuously informs the subscriber of—

- (A) the nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;
- (B) the nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;
- (C) the period during which such information will be maintained by the cable operator;
- (D) the times and place at which the subscriber may have access to such information in accordance with subsection (d) of this section; and
- (E) the limitations provided by this section with respect to the collection and disclosure of information by a cable operator and the right of the subscriber under subsections (f) and (h) of this section to enforce such limitations.

In the case of subscribers who have entered into such an agreement before the effective date of this section, such notice shall be provided within 180 days of such date and at least once a year thereafter.

(2) For purposes of this section, other than subsection (h) of this section—

- (A) the term “personally identifiable information” does not include any record of aggregate data which does not identify particular persons;
- (B) the term “other service” includes any wire or radio communications service provided using any of the facilities of a cable operator that are used in the provision of cable service; and
- (C) the term “cable operator” includes, in addition to persons within the definition of cable operator in section 522 of this title, any person who
 - (i) is owned or controlled by, or under common ownership or control with, a cable operator, and
 - (ii) provides any wire or radio communications service.

(b) Collection of personally identifiable information using cable system

(1) Except as provided in paragraph (2), a cable operator shall not use the cable system to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned.

(2) A cable operator may use the cable system to collect such information in order to—

- (A) obtain information necessary to render a cable service or other service provided by the cable operator to the subscriber; or
- (B) detect unauthorized reception of cable communications.

(c) Disclosure of personally identifiable information

(1) Except as provided in paragraph (2), a cable operator shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a person other than the subscriber or cable operator.

(2) A cable operator may disclose such information if the disclosure is—

- (A) necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the cable operator to the subscriber;
- (B) subject to subsection (h) of this section, made pursuant to a court order authorizing such disclosure, if the subscriber is notified of such order by the person to whom the order is directed;
- (C) a disclosure of the names and addresses of subscribers to any cable service or other service, if—
 - (i) the cable operator has provided the subscriber the opportunity to prohibit or limit such disclosure, and
 - (ii) the disclosure does not reveal, directly or indirectly, the—
 - (I) extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or
 - (II) the nature of any transaction made by the subscriber over the cable system of the cable operator; or

(D) to a government entity as authorized under chapters 119, 121, or 206 of title 18, except that such disclosure shall not include records revealing cable subscriber selection of video programming from a cable operator.

(d) Subscriber access to information

A cable subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by a cable operator. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by such cable operator. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

(e) Destruction of information

A cable operator shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection (d) of this section or pursuant to a court order.

(f) Civil action in United States district court; damages; attorney's fees and costs; nonexclusive nature of remedy

(1) Any person aggrieved by any act of a cable operator in violation of this section may bring a civil action in a United States district court.

(2) The court may award—

(A) actual damages but not less than liquidated damages computed at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher;

(B) punitive damages; and

(C) reasonable attorneys' fees and other litigation costs reasonably incurred.

(3) The remedy provided by this section shall be in addition to any other lawful remedy available to a cable subscriber.

(g) Regulation by States or franchising authorities

Nothing in this subchapter shall be construed to prohibit any State or any franchising authority from enacting or enforcing laws consistent with this section for the protection of subscriber privacy.

(h) Disclosure of information to governmental entity pursuant to court order

Except as provided in subsection (c)(2)(D) of this section, a governmental entity may obtain personally identifiable information concerning a cable subscriber pursuant to a court order only if, in the court proceeding relevant to such court order—

(1) such entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case; and

(2) the subject of the information is afforded the opportunity to appear and contest such entity's claim.

EXHIBIT H

ROCHESTER RATES & CHARGES

**See Attached Current Rate Card
Effective as of 1/1/09**



Residential Rate Information as of January 1, 2009

Below prices are monthly charges unless otherwise noted.
For details on below packages, log onto www.MetroCast.com

Full Basic Service

Basic & Expanded Service Combo.....\$55.95

Digital Service*

(converter required)

Basic Digital Cable.....\$7.95

Digital Plus* (Includes Digital Basic).....\$15.90

Digital Equipment

Digital Converter.....\$6.95

CableCARD.....\$2.95

4 In 1 Remote Control Purchase.....\$10.95

High Definition

HD Converter.....\$10.95

HD Ultra.....\$9.95

DVR/HD.....\$15.95

Digital Premium Services*

(Digital Basic package required)

Showtime.....\$12.95

HBO.....\$13.95

Cinemax.....\$9.95

Starz.....\$12.95

A la Carte Pricing

(Digital Converter required)

Showtime.....\$16.50

HBO.....\$19.00

Cinemax.....\$12.95

Starz / Encore.....\$16.50

Pay-Per-View*

Pay-Per-View Movies.....\$3.99

Adult Pay-Per-View Movies.....\$10.95

MetroCast Events..... Price varies by event

Video on Demand-VOD*

New Releases.....\$3.99

Library.....\$2.99

Adult.....\$10.95-\$12.95

(Prices for some early releases or HD releases may vary)

continued ▶

Discounted packages are available.
Please call Customer Service at 800-952-1001.

01/09
MC210040

High Speed Internet

| | |
|------------------------------------|---------|
| (DOCSIS Cable Modem Required) | |
| †† MetroCast High Speed | \$43.95 |
| † MetroCast High Speed Basic | \$29.95 |
| † MetroCast Access Internet | \$21.95 |
| Modem Maintenance Fee | \$2.95 |
| DOCSIS cable modem purchase | \$99.00 |

Digital Phone

| | |
|---|----------------|
| MetroCast Digital Phone** | \$44.95 |
| eMTA (phone modem) | \$2.95 |
| Additional Phone Line | \$12.95 |
| VoiceMail (2-5 accounts) | \$4.95 |
| Operator assistance | \$1.00 per use |
| Directory assistance | \$1.50 per use |
| Directory listing | FREE |
| Non-published listing rate | \$2.50 |
| Non-listed rate | \$2.50 |
| Primary line activation (one time fee) | \$15.00 |
| Additional line activation (one time fee) | \$15.00 |
| Moving, adding, changing service or phone number (one time fee) | \$15.00 |

VIP-Video Internet Phone Packages**

| | |
|---|----------|
| (equipment not included/ converter & eMTA required) | |
| VIP** | \$129.95 |
| VIP Plus ** | \$137.90 |

Installation and Other Services

| | |
|---|----------|
| Installation - for up to 4 outlets | \$40.00 |
| Additional outlet (over 4) same trip | \$20.00 |
| Additional outlet after primary trip | \$30.00 |
| High Definition Installation | \$49.95 |
| Digital Video Recorder Installation | \$49.95 |
| High Speed Internet Installation | \$99.95 |
| Digital Phone Installation | \$99.95 |
| Service Call, 1 hour charge | \$40.00 |
| Returned check fee | \$25.00 |
| Collection at door fee | \$25.00 |
| Non returned or damaged Digital Home Terminal | \$250.00 |
| Non returned or damaged Cable Modem | \$99.00 |
| Non returned or damaged HD DCT | \$350.00 |
| Non returned or damaged DVR DCT | \$575.00 |

OFFICE LOCATIONS AND HOURS

| | |
|--------------------------|--|
| Call Toll Free | 800-952-1001 (24/7 Customer Service Sales and Support) |
| Belmont Office: | 9 Apple Road • Belmont, NH 03220 • 524-4425 Monday - Friday 8am to 6:30pm; Saturday 8am to 4:30pm |
| Rochester Office: | 21 Jarvis Avenue • Rochester, NH 03868 • 332-5466 Monday - Friday 8am to 6:30pm; Saturday 8am to 4:30pm |
| Sanford Office: | 102 Pleasant Street • Sanford, ME 04083 • 207-324-3700 Monday - Friday 8am to 6:30pm; Saturday 8am to 2pm |

Basic service required to purchase additional video services. Prices do not include franchise fee or FCC fees. All prices are monthly charges unless otherwise specified. Some restrictions may apply. Offer available in MetroCast service areas only.

*Requires a digital home terminal. Blackout Restrictions apply to Sports Programming. To receive digital access, the digital home terminal must be connected to the cable network at all times.

**Phone prices vary based on the subscriber's MetroCast service package. Call Customer Service for details.

† Cable modem fee applies.

†† Cable modem included.

Showtime Package

- 601 Showtime
- 602 Showtime West
- 603 Sho Too
- 604 Sho Too West
- 605 Showcase
- 606 Showcase West
- 607 Sho Beyond
- 608 Sho Beyond West
- 609 Sho Extreme
- 610 Sho Extreme West
- 611 The Movie Channel
- 612 The Movie Channel West
- 613 The Movie Channel Xtra
- 614 The Movie Channel Xtra West
- 615 Flix
- 616 Flix West
- 619 Sho Women
- 620 Sho Women West
- 621 Sho Next
- 622 Sho Next West
- 623 Sho Family Zone
- 624 Sho Family Zone West
- 651 Showtime HD
- 652 The Movie Channel HD

High Definition

- 704 WBZ 04 HD CBS
- 705 WCVB 05 HD ABC
- 706 WCVB 06 HD NBC
- 707 WHDH 07 HD NBC
- 708 WMTW 08 HD ABC
- 709 WMUR 09 HD ABC*
- 711 NHPTV-HD
- 713 WGME 13 HD CBS
- 714 TBS HD
- 715 QVC HD**
- 725 WFXT 25 HD FOX*
- 728 ESPN HD
- 729 ESPN2HD
- 730 Comcast Sports Net HD
- 731 GolfHD**
- 732 NESN HD
- 745 CNN HD
- 748 The Weather Channel HD
- 749 Outdoor Channel HD
- 750 TNT HD
- 757 A&E HD**
- 758 History HD**
- 759 HGTV HD
- 760 Discovery HD
- 761 TLC HD
- 762 Animal Planet HD
- 763 The Science Channel HD
- 764 Planet Green HD
- 769 Food Network HD
- 771 National Geographic HD
- 772 HDNet
- 773 HDNet Movies
- 774 WealthTV HD
- 775 NFL Network HD

- 776 Universal HD
- 777 HD Theater
- 780 Speed HD**
- 781 Versus HD**

More Choice Digital Music

- 901 Sounds of the Season
- 902 Today's Country
- 903 Classic Country
- 904 Bluegrass
- 905 Hip Hop and R&B
- 906 Classic R&B
- 907 R&B Soul
- 908 R&B Hits
- 909 Rap
- 910 Metal
- 911 Rock
- 912 Arena Rock
- 913 Classic Rock
- 914 Adult Alternative
- 915 Alternative
- 916 Retro-Active
- 917 Electronica
- 918 Dance
- 919 Lite Hits
- 920 Adult Top 40
- 921 Hit List
- 922 Kidz Only!
- 923 Party Favorites
- 924 Showcase
- 925 90s
- 926 80s
- 927 70s
- 928 Solid Gold Oldies
- 929 Smooth Jazz
- 930 Jazz
- 931 Blues
- 932 Reggae
- 933 Soundscapes
- 934 Easy Listening
- 935 Big Band & Swing
- 936 Singers & Standards
- 937 Show Tunes
- 938 Contemporary Christian
- 939 Gospel
- 940 Classical Masterpieces
- 941 Light Classical
- 942 Pop Latino
- 943 Musica Urbana
- 944 Salsa y Merengue
- 945 Mexicana

* Not available in all areas.
** New for 2009

Some channels may incur additional charges.

Channel line-up subject to change.

11/08

ROCHESTER CHANNEL LINE-UP



MetroCast Residential
Channel Line-up

MetroCast
DIGITAL CABLE

Basic

| | |
|----|----------------------------------|
| 2 | WFXT-25 FOX |
| 3 | NECN |
| 4 | WBZ-4 CBS |
| 5 | WCVB-5 ABC |
| 6 | WCSH-6 NBC |
| 7 | WHDH-7 NBC |
| 8 | WMTW-8 ABC |
| 9 | WMUR-9 ABC |
| 10 | WLVI-56 CW |
| 11 | WENH-11 PBS |
| 12 | MetroCast-12 (Local Programming) |
| 13 | WGME-13 CBS |
| 14 | CKSH-9 IND |
| 15 | Zap2it |
| 16 | Home Shopping Network |
| 17 | WZMY-TV |
| 18 | WSBK-TV 38 IND |
| 19 | WNEU-60 ION |
| 20 | WMFP-62 IND |
| 21 | WPXG-21 ION |
| 22 | C-Span |
| 23 | QVC |
| 24 | WMEA-26 PBS |
| 25 | PEG |
| 26 | PEG |

Expanded Basic

| | |
|----|---------------------------------|
| 27 | ESPN Classic |
| 28 | ESPN |
| 29 | ESPN-2 |
| 30 | Comcast Sports Net |
| 31 | The Golf Channel |
| 32 | New England Sports Network |
| 33 | Lifetime Network |
| 34 | TBS |
| 35 | EI-TV |
| 36 | EWTV - Eternal World Television |
| 37 | TBN - Trinity Broadcast Network |
| 38 | MTV |
| 39 | VH-1 |
| 40 | Great American Country |
| 41 | CMT - Country Music Television |
| 42 | Fox News Channel |
| 43 | MSNBC |
| 44 | CNBC |
| 45 | CNN |
| 46 | CNN Headline News |
| 47 | CSPAN-2 |
| 48 | TWC - The Weather Channel |
| 49 | FX |

| | |
|----|-----------------------------------|
| 50 | TNT - Turner Network Television |
| 51 | USA Network |
| 52 | Comedy Central |
| 53 | Spike TV |
| 54 | Bravo |
| 55 | AMC - American Movie Classics |
| 56 | SCI-Fi Channel |
| 57 | A&E - Arts & Entertainment |
| 58 | The History Channel |
| 59 | HGTV - Home & Garden Television |
| 60 | The Discovery Channel |
| 61 | TLC - The Learning Channel |
| 62 | Animal Planet |
| 63 | TV Land |
| 64 | Nickelodeon |
| 65 | The Cartoon Network |
| 66 | ABC Family |
| 67 | The Disney Channel |
| 68 | Soap Net |
| 69 | Food Network |
| 70 | Travel Channel |
| 71 | National Geographic |
| 72 | Lifetime Movie Network |
| 77 | Leased Access |
| 78 | MetroCast Digital Preview Channel |

Digital Basic

| | |
|---------|---------------------------|
| 99 | MetroCast Video On Demand |
| 100 | INDemand PPV Preview |
| 101-103 | INDemand Events |
| 104-107 | INDemand Movies |
| 140-144 | INDemand Sports Packages |
| 170-174 | Adult PPV Channels |
| 198 | Jewelry TV |
| 199 | truTV - A LA CARTE |
| 200 | WeatherScan Local |
| 201 | Investigation Discovery |
| 202 | Planet Green |
| 203 | Discovery Kids |
| 204 | The Science Channel |
| 205 | The Military Channel |
| 206 | Discovery Health |
| 207 | NBC Weather Plus |
| 208 | CNN |
| 210 | Noggin |
| 211 | The N |
| 212 | Nicktoons |
| 213 | Sprout |
| 214 | Toon Disney |
| 216 | Bloomberg |
| 217 | BBC America |

| | |
|-----|-----------------------|
| 218 | Hallmark Channel |
| 220 | Lifetime Real Women |
| 221 | Fine Living |
| 223 | Reelz Channel |
| 224 | ESPN-U |
| 225 | ESPN News |
| 226 | NFL Network |
| 227 | CBS College Sports |
| 228 | HRTV |
| 229 | Outdoor Channel |
| 230 | MLB Network** |
| 237 | G4 |
| 239 | MTV2 |
| 240 | MTV Hits |
| 241 | MTV Jams |
| 242 | VH1 Classic |
| 243 | VH1 Soul |
| 244 | CMT Pure Country |
| 245 | Gospel Music Channel |
| 253 | Biography |
| 254 | History International |
| 255 | Versus |

Digital Plus

| | |
|-----|-------------------------------|
| 238 | FUSE |
| 250 | Style |
| 251 | Boomerang |
| 252 | Family Net |
| 253 | Fit TV (Health Net) |
| 256 | DIY |
| 257 | 3 Angels |
| 258 | INSP |
| 259 | American Life TV |
| 260 | TCM |
| 261 | WE |
| 262 | IFC |
| 263 | Fox Movie Channel (FMC) |
| 264 | WeathTV |
| 265 | Hallmark Movie Channel |
| 275 | Fox Soccer |
| 276 | Fox College Sports - Atlantic |
| 277 | Fox College Sports - Central |
| 278 | Fox College Sports - Pacific |
| 279 | Fox Fuel TV |
| 280 | Speed Channel |
| 282 | Game Show Network |

Starz SuperPak

| | |
|-----|----------------------|
| 301 | Starz |
| 302 | Starz West |
| 303 | Starz Edge |
| 304 | Starz In Black |
| 305 | Starz Kids & Family |
| 306 | Starz Cinema |
| 307 | Starz Cinema West |
| 308 | Encore |
| 309 | Encore West |
| 310 | Encore Wam |
| 311 | Encore Action |
| 312 | Encore Action West |
| 313 | Encore Love |
| 314 | Encore Love West |
| 315 | Encore Mystery |
| 316 | Encore Mystery West |
| 317 | Encore Drama |
| 318 | Westerns |
| 319 | Encore Westerns |
| 320 | Encore Westerns West |
| 321 | Starz Comedy |
| 351 | Starz HD |

HBO Package

| | |
|-----|--------------------|
| 401 | HBO |
| 402 | HBO West |
| 403 | HBO 2 |
| 404 | HBO 2 West |
| 405 | HBO Signature |
| 406 | HBO Signature West |
| 407 | HBO Family |
| 408 | HBO Family West |
| 409 | HBO Comedy |
| 410 | HBO Comedy West |
| 411 | HBO Zone |
| 412 | HBO Zone West |
| 451 | HBO HD |

CineMax Package

| | |
|-----|------------------|
| 501 | CineMax |
| 502 | CineMax West |
| 503 | MoreMax |
| 504 | MoreMax West |
| 505 | ActionMax |
| 506 | ActionMax West |
| 507 | ThrillerMax |
| 508 | ThrillerMax West |
| 509 | WMax |
| 510 | @Max |
| 511 | 5 StarMax |
| 512 | OuterMax |
| 551 | CineMax HD |

Additional channels on back ▶

EXHIBIT I

Annual System Report
City of Rochester

Office Location: MetroCast
21 Jarvis Avenue
Rochester, NH 03867

Mailing Address: Box 1450
Rochester, NH 03866-1450

Office Hours:

Phone Number: (603) 332-5466
(Answering service picks up calls during non-business hours)

Headend (tower) location: 21 Jarvis Avenue

Miles of Cable Plant:

Number of Subscribers:

Customer Service Statistics:

Projects Constructed:

Franchise Fees paid:

Emergency Contact:

S:\RM-RZ\Rochester, City of\Cable Franchise Renewal\Franchise Agreements\Rochester Franchise Renewal Agreement (Final MetroCast) 12 31 08.DOC