

State of New Hampshire

Department of State

Corporation Division

Concord Tel. 603-271-3244



May 22, 1996

Location: State House Annex — 3rd floor

Mailing address: State House, Room 204
107 North Main Street
Concord, N.H. 03301-4989

HELP LINE TDD ACCESS: RELAY N.H. 1-800-735-2964

Ms. Cynthia C. Anderson
Town Clerk of Springfield
Box 87
Springfield, N.H. 03284

Dear Ms. Anderson:

We have been advised that Cable One CATV Limited Partnership no longer has a cable franchise agreement with the town of Springfield.

Would you please let us know the name and address of the cable company that now holds the cable franchise agreement in order that we may contact the company in regard to RSA 53-C:3-f, a copy of which is enclosed.

Your cooperation will be appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Gloria J. Fournier".

(Miss) Gloria J. Fournier
Administrative Assistant

6/27/96 - I called spoke with Deputy - Town does not have Cable T.V. (CATV did not develop.)
G. J.

TO WHOM IT MAY CONCERN:

I FILED THIS U.C.C. ON APRIL 4, 1996 AND THEN MAILED A COPY TO THE SECURED

PARTY. THAT WAS RETURNED AND I THEN NOTIFIED EVERYONE LISTED ON PAGE 2, SCHEDULE I. THEY WERE ALL RETURNED. FINALLY JUDY AUFDENSPRING CALLED AND SAID THAT IT SHOULD BE MAILED TO HER, WHICH I DID. YOU MAY NEED HER ADDRESS TO FIND OUT ANYTHING.

JUDY AUFDENSPRING
% TOWELL GOLDSTEIN, FRAZIER AND MURPHY
191 PEACHTREE ST. N.E.
ATLANTA, GA. 30303

SINCERELY,

Cynthia C. Anderson

CYNTHIA C. ANDERSON
SPRINGFIELD TOWN CLERK

?

Re. (Franchise Cable agreement.)

06558

STATE OF NEW HAMPSHIRE
IMPORTANT — Read instructions on back BEFORE filling out form.

RECORDER FRI.
Registre
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Young's Cable TV Corporation The Warehouse Peterborough Shopping Plaza Peterborough, NH 03458 <input type="checkbox"/> Debtor is a Transmitting Utility	2. Secured Party(ies) and address(es) The Toronto-Dominion Bank Trust Company, as Agent for the Secured Parties identified on Schedule 1 attached hereto 42 Wall Street New York, New York 10005	3. For Filing Officer (Date, Time, Number and Filing Office) <i>Vol II # 387</i> <i>04-04-96 5:00 PM</i> <i>Cynthia C Anderson</i> <i>Town Clerk</i>
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4. This statement refers to original Financing Statement No. **307** filed (date) **04/25/91** with **Town of Springfield**

5. This statement is to be filed for record in the Real Estate Records: **Vol II, Pg. 163**

6. Name of Record Owner: **Van Webb** 7. No. of Additional Sheets Presented: **1**

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party or record releases the following:
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signatures of Debtor and Secured Party are Required).
- F. Other

REC'D
JUN 17 1991
NEW HAMPSHIRE
SECRETARY OF STATE
NC

.....
 NOT REQUIRED THE TORONTO-DOMINION BANK TRUST COMPANY, as Agent
 By Signature(s) of Debtor(s) (only on amendment)
 By *M. Harvey* Title: *UP*
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL

SCHEDULE 1

DEBTOR: YOUNG'S CABLE TV CORPORATION

SECURED PARTY: THE TORONTO-DOMINION BANK TRUST COMPANY

42 Wall Street

New York, New York 10005

Attn: Manager, Credit Administration,

as Agent for the following Secured Parties:

The Toronto-Dominion Bank, Cayman Islands Branch

Three First National Plaza

19th Floor

70 West Madison Street

Chicago, Illinois 60602

Attn: Manager, Credit Administration

First Union National Bank of North Carolina

One First Union Center TW-19

Charlotte, North Carolina 28288-0735

The First National Bank of Boston

100 Federal Street

4th Floor

Boston, Massachusetts 02110

CABLE ONE OF SPRINGFIELD (L.P.)

Richard P. Early, Jr., President

(603) 735-5009

(508) 374-8033

Revised

PROPOSAL
FOR A
CABLE TELEVISION FRANCHISE
for
The Town of
SPRINGFIELD, New Hampshire
January 11, 1989

15 yrs.

CABLE TELEVISION
FRANCHISE AGREEMENT

dated

March 13 __, 1989

between

TOWN OF SPRINGFIELD, NEW HAMPSHIRE

and

RICHARD P. EARLY, JR.

doing business as

CABLE ONE OF SPRINGFIELD L.P.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT entered into this 13 day of March, 1989, by and between the Board of Selectmen (hereinafter referred to as 'the Board') of the Town of Springfield ('the Town'), a municipal corporation chartered by the State of New Hampshire, and Richard P. Early, Jr., 58 South Kimball Street, Bradford, Massachusetts 01835, personally and on behalf of Cable One of Springfield L.P., a limited partnership now in formation under the laws of the State of New Hampshire (hereinafter collectively called 'the Company'):

WHEREAS, the Town at its Annual Meeting held on March 10, 1987, pursuant to its Warrant Article 17 and to Revised Statutes Annotated of New Hampshire, Chapter 53-C, authorized its Selectmen to be a franchising authority with respect to the granting of a franchise for the installation and operation of cable television systems within the Town, and subject to the vote of the Town Selectmen, approving the granting of a franchise to the Company, and,

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

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

Table of Contents

Article	Subject	Page
	<u>Preface</u>	1
I.	<u>Authorization/Grant of Franchise</u> Grant/Use of Public Facilities/Assignment/ Conditions	2
II.	<u>Street Occupancy</u> Facilities/Installation/Maintenance and Operation/Relocations/Authority to Trim Trees/ Restoration or Reimbursement/Map of Streets in Service Area/As-Built Map	4
III.	<u>Operations</u> Accordance with Rules/Equal Opportunity Employment/Safety/Municipal Services/Public Access Channel/User Features	6
IV.	<u>Performance</u> Services/Permit Application/Commencement of Con- struction/Commencement of Operation/Delays and Extension/Completion of Initial Build Area	8
V.	<u>Liability & Indemnification and Other Guarantees</u> Insurance and Indemnification/Litigation Costs/ Construction and Performance Bond	10
VI.	<u>Service Standards</u> Complaint Procedures/Discrimination/Privacy/ Service Response/Repair Service Number/Interrup- tion and Rebate/Technical Standards	13
VII.	<u>Franchise Fee and Reporting Requirements</u> Franchise Fee/Reporting Requirements	15
VIII.	<u>Franchise Renewal and Termination</u> Renewal and Termination/Revocation/Procedure Before Revocation of Franchise	16
IX.	<u>Rates and Charges</u> Basic Service/Other Charges and Services/ Standard Installation/Long Service Drops/ Concealed Wiring/Underground-Buried Drops	18
X.	<u>Line Extension Policy - Public Ways</u> Guaranteed Expansion/Further Expansion to Initial Build/Extensions Outside Initial Build	20
XI.	<u>Line Extension Policy - Private Property</u>	22
XII.	<u>Miscellaneous</u> Severability/Franchise Binding/Failure to Enforce/Unauthorized Connections/Town CATV Committee/No Joint Venture/Notices/Process	23
XIII.	<u>Representations and Warranties</u>	25
XIV.	<u>Definitions</u>	26
 Annexes:		
	A. Map of Streets in Service Area	
	B. Certificate of Insurance	
	C. Initial Channels Provided in Basic Service	
	D. Installation and Service Charges	

AUTHORIZATION

A. Grant of Franchise: In consideration of the faithful performance and strict observance of all of the terms, provisions provisions, conditions, obligations, and reservations provided in this Agreement, the Town hereby confers upon the Company a franchise for the installation and operation of a cable television system. This non-exclusive franchise shall continue for so long as the terms upon which it is granted shall be observed by the franchisee, but not more than a term of fifteen (15) years, and shall be co-extensive with the geographical limits of the Town, all in strict accordance with the laws, ordinances, and regulations of the United States of America, the State of New Hampshire, the Federal Communications Commission, the New Hampshire Public Utilities Commission and the Town as now existing or hereafter adopted or amended. The commencement date shall be the execution date of this Agreement and the Agreement shall continue in full force and effect as above unless the Company shall fail to file with the Town Board of Selectmen the bond and copies of insurance provided for herein, which shall be subject to approval by the Board, or unless the Company shall fail to adhere to the Basic Service rate described in Article IX hereof. Upon failure of the Company to provide said bond and insurance, continuing beyond the notice and cure period set forth herein, or upon failure of the Company at any time to adhere to the aforesaid Article IX Basic Rate, this agreement shall expire of its own terms and the Company shall have no rights, privileges, or authority under it.

B. Use of Public Facilities: In consideration of the foregoing, there is hereby granted to the Company, its successors and assigns, the right during the life of this Franchise Agreement (as it may be extended) to erect, maintain, and operate said cable television transmission and distribution facilities, and additions thereto, in, under, over, along, across, and upon the streets, lanes, avenues, sidewalks, alleys, bridges, and other public places in the Town, and subsequent additions thereto for the purpose of transmission and distribution of said audio and visual impulses of television energy and other communications type services. This franchise, however, shall not relieve the Company of any obligations involved in obtaining pole or conduit use agreements in the streets, lanes, avenues, sidewalks, alleys, bridges and other public ways or public places in the Town.

C. Assignment: Said franchise cannot in any event, be sold, transferred, leased, assigned or disposed of in whole or part, either by forced or voluntary sale, merger, consolidation, mortgage, trust, receivership or any other means without the prior consent of the Town expressed by a vote of the Selectmen, and in no event prior to the completion of construction hereunder. Such consent shall not be arbitrarily or unreasonably

withheld by the Town. No such transfer shall be effective unless the transferee shall file a written statement with the Town agreeing to be bound by all terms and conditions of this Franchise. (It shall not be deemed a transfer if it be transferred to any entity owned and controlled more than 50% by the Company.) Notwithstanding the foregoing, the Company shall have the right to mortgage or pledge the cable system plant or any part thereof as security for mortgage or loan, however all details of such arrangements must be filed with the Town, and the proceeds must be applied to construction, expansion, maintenance and/or operation of the cable television system and to distributions to the owners of the system. No distributions will be made to the owners of the system until the construction of the system is complete. Assignment of this Franchise Agreement by Richard P. Early, Jr., to Cable One of Springfield L.P. when that limited partnership is fully formed shall not be regarded as an assignment within the meaning of this paragraph: Richard P. Early, Jr., shall however file with the Town a full and accurate copy of the limited partnership agreement as filed with the Secretary of State of New Hampshire, together with a designation of all general and limited partners and their interests therein.

D. Conditions: It is mutually understood and agreed that this system will be designed and built to use facilities for the reception and distribution of cable television signals (the 'head end') located within the Town of Andover, New Hampshire, pursuant to a cable television franchise agreement dated December 19, 1989, between that municipality and an affiliate of the Company. The use of that head end is contingent upon the grant of similar franchises to the Company or its affiliates by any town whose roads or highways or other territory must be used for the transmission of signals to the Town or to the determination (within the sole discretion of Company) of an economically feasible alternative routing. If such franchises are not granted or such an alternative route found prior to _____, 1989, and notified to the Town in writing on or before that date, this franchise shall be null and void.

II

STREET OCCUPANCY

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

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

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

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

E. Authority to Trim Trees: The Company, at its own expense, shall have the same right as the Town to trim trees upon and overhanging the streets of the Town so as to prevent the branches of such trees from coming in contact with the wires and cables of the system.

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

G. Map of Streets in Service Area: The Company has provided a map of the streets which will be provided cable service initially. This map is attached to this Agreement as Annex A and is incorporated herein as an integral part of this Agreement. This map will be superceded by detailed strang maps to be furnished by Company and reviewed with the Board or its designee.

H. As-Built Map: The location of towers, poles, lines, cables and other equipment and facilities shall be generally as shown on a system map attached to this Agreement. The Company shall provide an as-built map within ninety (90) days after the completion of construction of all facilities so that the Town may have a complete and accurate record of the location of all cable television facilities in the Town.

III

OPERATIONS

rations to be in Accordance with Rules: The Company shall maintain and operate its cable television system in accordance with the rules and regulations of the Federal Communications Commission, the State of New Hampshire, and the Town. The Company agrees at the outset of this franchise operation to provide to its subscribers the channels listed in the proposed channel allocation attached hereto as Annex C and made a part of this Agreement. The Town and the Company recognize that technical and regulatory conditions may prevent particular channels from being available and in such case the Company shall demonstrate its due diligence and good faith effort to obtain the channels listed; where channels become unavailable for whatever reason, the Company shall use its best efforts to replace the unavailable channels with comparable channels, in consultation with the Board or its designee.

B. Equal Opportunity Employment: The Company affirms that it will follow all federal and New Hampshire laws and regulations concerning equal-opportunity employment and also affirms that while at present it has no employees and contracts its work through an affiliate company, that affiliate or any other affiliated company will also comply with all equal opportunity laws and regulations.

C. Safety: The Company and its agents will comply with all safety practices, laws and rules and regulations in effect for its industry, including any local ordinances pertaining to safety and all applicable state and federal laws.

D. Municipal Services: The Company will provide "Basic Service," which includes installation of the first outlet, at each fire precinct building, the Town Hall, the Selectmen's Office and all public schools and public libraries within the Town at no monthly cost. Additional services or locations requested will be at the Company's normal rates. The Company's obligation hereunder shall not include installation of service to individual classrooms, auditoriums, offices and other locations within such public buildings.

E. Public Access Channel: It is anticipated that this cable television system shall be served by a head end and office located in the Town of Andover, New Hampshire, which town has entered into a cable television franchise agreement with the Company's affiliate Cable One of Andover L.P. Under that franchise agreement one channel shall be set aside for use by the towns the system serves on an as-needed basis for events of public interest and/or importance, subject to any applicable laws or regulations. The Town shall not compete with programming produced by the Company nor will it accept advertising. This shall not preclude

the Town from accepting or acknowledging grants from persons or organizations to defray expenses associated with local programming. Access to this channel will be provided at the Company's or the public access channel's facilities, if different, in Andover. The Company will provide the air time at no charge, but the entity requesting coverage shall pay all out-of-pocket costs connected with such coverage, including the hourly wages of camera technicians and other personnel required, where agreed in advance with the requesting entity.

F. User Features:

Converters: Each customer location is required to have the Company provide a converter for each television receiver.

Remote Control Converters: A standard remote control device is offered for each converter, at rates in effect at the time. Remote control devices will be provided for the length of this franchise and any extension hereof, at no charge, to persons over the age of sixty-five (65), and persons with walking disabilities as established by certificates of medical doctors.

Parental Lock-Out Devices: The Company shall provide, at no extra charge to subscribers, a locking device (parental control switch), which allows subscribers to limit viewing of one or more channels of their cable service.

Service Requests: System requests for addition, deletion or change of Premium Services will be accomplished by Company's Service Representatives from its Concord or Andover office within 24 hours.

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

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

IV

PERFORMANCE

A. Services: The Company shall install a cable television system with a bandwidth of no less than 400 MHz with a maximum capacity of 52 channels. All major equipment elements of the system shall be new and identified in writing to the Town prior to purchase or installation and shall be of a standard of quality reasonably satisfactory to the Town. The Company shall provide an initial Basic Service of 31 channels, including a community channel, shall have the right to substitute programming at its discretion, after consultation with the Town, and shall use its best efforts to maintain the same mix of programming as set forth in the proposal and Annex C hereto to the extent available.

B. Permit Application: It is the express responsibility of the Company to seek and obtain all permits, authorizations, or approvals required for construction and operation and to achieve compliance with all laws, codes, rules and regulations as they now exist or as the same may be changed or amended hereafter in connection with the construction, maintenance and operation of the cable television system. The Company agrees that within forty-five (45) days of the signing of the Franchise Agreement it will begin applications for pole rights and other authorizations required from utility companies in order to locate its wires, conduits and other facilities in the Town of Springfield. The Company agrees that it will proceed diligently at all times toward the application for and securing of all necessary permits and approvals to conduct its cable television operations, and that after securing the necessary approvals it will proceed with due diligence with the construction of all required facilities in accordance with the construction timetable. During the time following the signing of the Franchise Agreement and prior to actual operation of the system, the Company shall submit a written report every ninety (90) days summarizing the activities which have occurred since the preceding report so that the Selectmen may determine that due diligence is being exercised toward the securing of required permits and approvals. These reports shall continue during the period of construction so that the Selectmen may determine that construction is being pursued with due diligence.

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

D. Commencement of Operation: Within twelve (12) months from the receipt of all required permits, the Company shall commence provision of service to subscribers.

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

F. Completion of Initial Build Area: The Company will complete construction of the initial build area (indicated in green on Annex A, Map of Streets in Service Area) within twelve (12) months after completion of all associated "make ready for construction" by the utilities owning the pole plant.

LIABILITY AND INDEMNIFICATION AND OTHER GUARANTEES

A. Insurance and Indemnification: It is expressly understood and agreed by and between the Town and the Company that the Company shall indemnify and save the Town, its officers, the Boards, Committees, employees, volunteers, and agents during the term of the franchise and any subsequent extensions or renewals thereof, harmless from all losses sustained by the Town on account of any suit, judgment, execution, claim, damage or demand whatsoever whether judicial, quasi-judicial, administrative, legislative or otherwise occasioned by or arising out of the construction, installation, operation, maintenance or use of the Company's cable television system in the Town including but not limited to any losses or damages or claims arising from suits, liabilities, obligations for libel, slander, unfair competition or obligations of suits of any kind or nature whatsoever by a third party including acts by the Company, its contractors, subcontractors, agents, employees or affiliated companies whether or not said act was authorized or allowed or prohibited by the franchise granted hereunder.

For this purpose the Company shall, prior to the start of any construction and thereafter for and during the initial franchise and all renewals thereof, present evidence of liability insurance covering property damage and public liability from an insurance company or companies, reasonably acceptable to the Town and duly authorized to do business in the State of New Hampshire, insuring the Company, the Town and any other parties to the franchise with respect to the construction, operation and maintenance of the system. The policies of insurance shall include but not be limited to bodily injury, including death, property damage, libel or slander. The minimum liability amount of coverage under such policies shall be one million dollars (\$1,000,000) for property damages, personal injury or loss of life for each person and three million dollars (\$3,000,000) for each occurrence, with an insurance company approved by the Town.

Originals of insurance policies shall be filed with the Town and shall bear a clause naming the Town as an additional insured and requiring at least thirty (30) days' prior notice to the Town by the insurance company of any cancellation in said policies. The amount of coverage in said policies shall be periodically reviewed by the parties to keep the limits at currently prudent levels. The Town recognizes that demands for increase in insurance limits may have an impact upon operating costs of the Company and that this might result in a request for subscriber rate adjustment.

The Company shall, upon receipt and due notice in writing from the Board, defend at its own expense, any action or proceeding against the Town in which it is claimed that injury or

damage arose from the Company's activities in the operation of its cable television system. Further, all liability insurance policies, workers' compensation and employer's liability policies, comprehensive automobile liability, and libel, slander and umbrella liability including any customary broadcaster's insurance carried by the Company, shall name the Town as an additional named insured. The Company shall keep the Town informed as to the progress of any investigations, claims or proceedings including notices when the claim is made.

Neither the provisions in this section, or any bonds accepted by the Town pursuant to the Franchise Agreement, nor any damage recovered by the Town, nor the provision of insurance, shall be in any way construed to excuse faithful performance by the Company under this Agreement. The inclusion of the Town as a named insured shall in no way be construed as constituting the Town as involved in any sort of joint venture.

B. Contravention of Provisions; Costs of Litigation: The reasonable costs of any litigation incurred by the Town to enforce the provisions of the franchise against the Company shall be reimbursed to the Town by the Company. Such costs shall include filing fees, costs of depositions, discovery, and expert witnesses, all other expenses of suit and a reasonable attorney's fee. The reimbursement of such costs shall be required only if a final judgment should be entered in favor of the Town. The Company will also permit the Town to participate in the defense of any actions contemplated by the indemnification provisions of the foregoing Paragraph V.A and will reimburse to the Town any reasonable costs so incurred.

C. Construction and Performance Bond: The Company shall provide, by the completion of 'make ready,' and thereafter shall maintain in full force and effect throughout the entire duration of this Franchise Agreement and any renewal or extension hereof, a faithful performance bond running to the Town with a surety acceptable to the Town and authorized to do business as a surety in the State of New Hampshire, in a penal sum of Fifteen Thousand dollars (\$15,000), such bond to be conditioned upon the Company well and truly observing and fulfilling and performing each condition of this Franchise. The bond shall be conditioned such that any breach of condition of this Franchise shall be recoverable from the principal or from the surety involved. The amount of the bond will be reduced to Five Thousand dollars (\$5,000) upon completion of construction, by written approval of the Town. Specifically, the bond may be accessed for failure of the Company to comply with the following:

(I) Satisfactory and timely completion of installation and operation of the system;

(II) Any costs or expenses incurred by the Town and not promptly reimbursed by the Company as required by this Franchise

Agreement. In the event that any portion of the bond is forfeited due to failure on the part of the Company to faithfully perform all the terms and conditions of this Franchise, the Company shall be required to post an additional bond in an amount equal to the forfeiture within thirty (30) days of the date of said forfeiture. If any surety upon any bond furnished in connection with this franchise becomes unacceptable to the Town, or if any such surety fails to furnish reports as to its financial condition from time to time as requested, the Company shall promptly furnish such additional security as may be required to protect the interests of the Town. The provisions of this section, as well as all sections in this Agreement related to insurance, are not in any way intended to limit the obligations of the Company to reimburse the Town for all damages and injuries in excess of bond or insurance coverage as a result of cable television installation, maintenance, or operation in the Town. The Company agrees that it will be responsible to the Town for such excess.

VI

SERVICE STANDARDS

A. Complaint Procedures: The Company will adopt its own complaint procedures with respect to the investigation and resolution of all complaints regarding cable television operations. The Company will handle all service requests and complaints through its business offices in Concord or Andover and investigation of all complaints with respect to the quality of service, malfunction of equipment and other matters relating to its operations. All complaints shall be investigated within twenty-four (24) hours and, if due to Company's equipment, shall be repaired as soon as reasonably possible. Notice of the procedures for reporting and resolving complaints will be given to each customer by the Company at the time of initial installation of cable television service. The Town will be provided, in advance, with material related to complaint procedures. Those complaint procedures will meet the following standards: 1) the Company shall maintain a record of each complaint received from its subscribers and others, which records shall be retained for at least two (2) years after the date of the complaint; 2) said records shall contain the name and address of the person complaining and the nature and details of the complaint; 3) they shall include the date of each complaint and the corrective action taken (and the dates thereof) together with comment as to whether the complaint was resolved to the complainant's satisfaction; 4) such records shall be open to periodic inspection by the Board of Selectmen or its designee at reasonable times and upon the giving of reasonable notice; 5) any complaints which have not been resolved to the satisfaction of a complainant who is a resident in the Town of Springfield shall be referred to the Board or Selectmen or its designated agent; and 6) in all circumstances it shall be the duty of the Company to act diligently and promptly to resolve complaints.

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

C. Privacy: The Company shall not provide any list designating customers' names and/or addresses to any other party without prior approval by the Board of Selectmen.

VII

FRANCHISE FEE AND REPORTING REQUIREMENTS

A. Franchise Fee: The Company shall pay to the Town as a franchise fee an amount equal to zero percent (0%) of gross customer revenues actually collected the first year this Franchise is in effect, one-half of one percent (1/2%) the second year, and one and three-quarters per cent (1-3/4%) each year thereafter. The fee shall be due and payable on the anniversary of system activation in each year following the calendar year in which the fee is accrued. If the fee is not paid when due, interest thereon shall accrue at the rate allowable by the State for past due real property taxes. Franchise fees will be paid on gross revenues from customers in the Town only.

B. Reporting Requirements:

The Company shall furnish to the Town one (1) copy of any and all petitions, applications, and reports submitted to the Federal Communications Commission or any other state or regulatory agency.

The Company will submit to the Town an annual certified financial report prepared in conformity with Generally Accepted Accounting Principles. This report shall be due by April 15 of each year covering the Company's operations in the Town for the preceding calendar year. Reports shall include, but not be limited to, statements of ownership, capital expenditures, operating revenues, and expenses.

The annual report of the Company shall include a written statement of cable operations for the past year, outlining the number of subscribers, the number of homes passed, the number of miles of system, and such other data as may be helpful to assist the Town in keeping itself informed of the Company's operations.

The Town shall have complete access to all books, records and correspondence, including records related to revenue, maps, plans, tax returns, interim financial statements and the like and upon fifteen (15) days' written request the Company agrees to present such records for purposes of review and audit by the Town.

The Company may be required to file additional reports and data as the Town may from time to time reasonably request.

D. Service Response: The Company will provide reasonable service response, seven (7) days a week for all complaints and requests for repairs. Upon request within 30 days of the service outage, the Company will credit any affected subscriber the pro rata portion of the number of signals affected by the outage, for any part of any twenty-four (24) hour period wherein service is not provided. Service outages caused by events beyond the Company's control shall not be eligible for credit or rebate. Such events are defined as, but not limited to:

- a.) loss of commercial power,
- b.) acts of God (i.e. storms, lightning, winds, etc.) or,
- c.) acts of other persons not controlled by the Company (i.e. damage to plant by vehicle accidents or similar items or acts).

E. Repair Service Number: The Company will provide a toll-free Repair Service number, staffed 24 hours per day, for all subscribers to call and report service problems.

F. Interruption and Rebate: The Company will, whenever it is necessary, interrupt service over the system for the purpose of maintenance, alteration or repair, but will endeavor to do so at such time as will cause the least amount of inconvenience to its subscribers, unless such interruption is unforeseen or due to an emergency. If any interruptions resulting from the voluntary act, misfeasance, or nonfeasance of the Company shall be greater than twenty-four (24) hours, affected subscribers' bills shall be reduced by one-thirtieth (1/30) of one month's charges for each such 24-hour period. No rebate shall apply to interruptions of less than said twenty-four (24) hour period.

G. Technical Standards: The cable television system to be installed hereunder shall meet the signal strength and quality standards established under Section 76.605(a) of the Rules and Regulations of the Federal Communications Commission as presently in force.

VIII

FRANCHISE RENEWAL AND TERMINATION

A. Renewal: This Franchise Agreement shall take effect and be in full force and effect from the date hereof and the same shall continue in full force and effect as stated above to a maximum term of fifteen (15) years beginning with the date of such acceptance. The Company shall have the option to renew this Franchise for an additional period not to exceed fifteen (15) years on terms and conditions which are mutually agreeable to the Town and the Company at that time. Should the Company desire to exercise this option, it shall so notify the Town in writing not less than six (6) months prior to expiration of this Franchise.

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

1.) The Town determines that materially false or significantly misleading information was filed or otherwise furnished by the Company in pursuit of obtaining the Franchise.

2.) If the Company should default materially by omission or commission in the performance of any of its obligations under this Franchise and fails to cure the default within thirty (30) days after receipt of written notice of the default from the Town. Obligations under this franchise shall include among other things maintaining adequate signal quality and safe and reliable service.

3.) If a petition is filed by or against the Company under the Bankruptcy Act, or any other insolvency or creditors' right law, state or federal, and the Company shall fail to have it dismissed. If a bankruptcy or other insolvency petition is filed against the Company, the Company will have 120 days to have it dismissed or satisfy the Town that its pendency does not jeopardize the Town's interest in this Franchise.

4.) If the Company arbitrarily ceases to provide service over the cable television system and fails to reinstate service after notice.

C. Procedure Prior to Revocation: Upon the occurrences of any of the events enumerated in paragraph B of this section, the Selectmen may, upon thirty (30) days written notice to the Company citing the reasons alleged to constitute cause for revocation, after hearing, set a reasonable time in which the Company must remedy the cause. If the Company fails to remedy the cause or to commence with diligence to remedy the cause, within the

time specified, the Selectmen may revoke the Franchise. In any event, before the Franchise may be terminated, the Company must be provided with an opportunity to be heard before the Selectmen.

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

E. Expiry: This Franchise Agreement shall expire of its own terms, as hereinabove stated, upon the Company's failure to provide the required construction bond and insurance and upon the Company's raising or attempting to raise the Basic Service rate, without the written agreement of the Board, other than as stated herein.

IX

RATES AND CHARGES

A. Basic Service: This service consists of a combination of "off-air" and satellite stations offered for a basic monthly rate and includes a converter which allows any television set to receive all channels offered. The Company will establish charges for its cable television services, in accordance with the Schedule of Charges, attached herein as Annex D for reference. Only the Basic Service rate is fixed, as follows: the Basic Service rate for single-family residences (including apartments) and group homes for the aged is hereby agreed to be Fourteen Dollars and Seventy-Five Cents (\$14.75) per month for the first three years of effectiveness of this Franchise Agreement, and thereafter may be raised each year at the Company's sole option by a percentage not greater than five per cent (5%) or the rise in the Consumer Price Index (as published by the United States Government) for the immediately preceding calendar year.

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

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

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

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

F. Underground/Buried Service Drops: The Company will provide wire for Underground Service Drops up to 250 feet in length. The customer shall provide the necessary trench work, back filling and conduit required to meet the specifications of the Company. All future maintenance costs shall be charged to the customer at standardized labor, material and equipment rates. The customer shall pay for all wire costs beyond 250 feet at an initial rate of \$0.60 per foot, adjustable with the Town's consent.

The Company may provide Direct Buried Service Drops at its discretion, if feasible, with the customer's permission, for distances up to 250 feet, at no charge. All future maintenance costs shall be charged to the customer at standardized labor, material and equipment rates. The customer shall pay for all construction costs beyond 250 feet.

LINE EXTENSION POLICY ALONG THE PUBLIC RIGHT OF WAY

Except as indicated in Annex A hereto, the Company shall be under no obligation to provide service to any area of the Town in which the density of full-time residences is less than fifteen (15) homes per mile. The Company will provide service to households along the public right of way, outside the initial build area, as outlined in this section.

A. Guaranteed Expansion: Following completion of the initial build area, during the year beginning _____, 19__ and each year thereafter during the life of this Franchise and any extension or renewal hereof the Company guarantees that at the written request of the Board and at no cost to the Town or to subscribers it will build a further one (1) mile of its cable television service along such road or roads or other area as may be designated by the Board, provided that (1) such road or area is contiguous to a road or area already served at that time, (2) such extensions will be designated and built in segments of not less than one thousand five hundred feet (1,500') in length, and (3) minimum density of full-time residences along such contiguous roads shall be not less than fifteen (15) per mile.

B. Optional Extension at Subscriber Cost: In the event that a group of residents wishes to be served by an extension whose density is less than twenty-five (25) homes per mile, the Company will prepare a cost estimate of the extension and divide the cost estimate by the nominal density to establish the Nominal Unit Extension Cost, and then divide the same estimate by the actual number of homes requesting service to establish the Actual Unit Extension Cost. The difference between the Nominal Unit Extension Cost and the Actual Unit Extension Cost shall become an installation surcharge which, if the households requesting service agree to pay, shall insure service. For example:

Number of homes requesting service = 15 in one mile

Cost estimate of one-mile extension = \$14,000.00

Nominal Unit Extension Cost = $\frac{\$14,000}{25}$ or \$560.00 per unit

Actual Unit Extension Cost = $\frac{\$14,000}{15}$ or \$933.00 per unit

Therefore, the installation surcharge equals \$933.00 (Actual Unit Extension Cost) less \$560.00 (Nominal Unit Extension Cost) or \$373.00 per subscriber.

That installation surcharge may be paid over a twelve-month period in equal monthly installments without interest.

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

XI

LINE EXTENSION POLICY - PRIVATE PROPERTY

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

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

XII

MISCELLANEOUS

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

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

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

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

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

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

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

E. Town Cable Television Committee: The Town by its Board of Selectmen or otherwise may constitute and appoint a Cable Television Committee ('CATV Committee') and delegate to that

Committee such of its authority and responsibilities hereunder as may be deemed fit. Any material action or decision of that Committee may be appealed by the Company to the Board of Selectmen or may be altered or revoked by the Board of Selectmen.

F. No Joint Venture: Nothing herein shall be deemed to create any joint venture or principal-agent relationship between the parties, and neither party is authorized to, and neither party shall, act toward third parties or the public in any manner which would indicate any such relationship with the other party.

G. Notices: All notices, periodic reports, and other documents required to be filed hereunder shall be delivered to the other party by registered or certified mail at the following addresses:

- 1.) The Town : Board of Selectmen
Town Hall, P. O. Box 22
Springfield, NH 03284
- 2.) The Company : Cable One of SPRINGFIELD L.P.
c/o Cable One of Andover L.P.
Andover Professional Building
Route 4 P.O. Box 390
Andover, NH 03216

Prior to the full establishment of its Andover office, notices and other documents contemplated herein shall be addressed to the Company at 58 S. Kimball Street, Bradford, MA 01835.

H. Service of Process: The Town will accept service of process in any legal proceeding between the parties at its Town Hall or through its attorneys Messrs. Daschbach, Kelly & Cooper (Deborah J. Cooper), located in Lebanon, New Hampshire. The Company will accept service of process in any such proceeding at its address above, and failing appoints the Secretary of State, Concord, New Hampshire, its true and lawful agent for the service of process.

XIII

REPRESENTATIONS AND WARRANTIES

The Town hereby warrants that it has the legal right to issue this franchise. The Company acknowledges and accepts the legal right of the town to issue the franchise and agrees that it shall not now or at any time hereafter challenge this lawful right in any way, in any district, state or federal court or government agency.

The Company hereby represents as an inducement for the Town to enter this Agreement that it is presently a sole proprietorship and will be a limited partnership validly formed under the laws of the State of New Hampshire, and will be registered and authorized to do business therein. Further it represents that it will maintain its status as a validly existing and duly authorized limited partnership at all times during the franchise period and any extensions or renewals. The Company represents that the delivery and performance of the franchise will be duly ratified by the limited partnership when formed. The consummation of this transaction will not conflict with or result in any material breach of any provision of or constitute a material default under any agreement or provision of its existence or to which it or Richard P. Early Jr. is a party or by which either is bound.

The Company further warrants and represents that there is no litigation, proceeding or investigation pending or to its knowledge threatened against or affecting itself, its principals, or any of its assets, whether or not fully covered by insurance, which could substantially and/or adversely affect its ability to perform its obligations hereunder.

The Company has complied with and is not in default under or in any violation of any laws, ordinances, rules, or regulations applicable to its current or future operations.

The Company has all necessary financing for the installation and operation of this cable television system through the duration of the franchise term. The Company shall provide the Town with satisfactory written evidence of compliance with this provision within ninety (90) days of the execution hereof, failing which the Town may revoke and terminate this franchise.

The effective date of this franchise shall be the date on which the franchise is signed by the municipal officers of the Town and Richard P. Early, Jr., for himself and on behalf of Cable One of Springfield L.P.

XIV

DEFINITIONS

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

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

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

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

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

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

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

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

H. "Town": Shall mean the signatory Town, its Selectmen, officials, agents, volunteers, and employees, unless otherwise specifically designated; the area within the territorial Town limits.

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

J. "Board": Shall mean the Board of Selectmen of the Town and its successors.

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

L. "May": Is permissive.

M. "Shall": Is mandatory.

N. "Will": Is mandatory.

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

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

Q. "Premium Service": Special programming stations offered at separate monthly rates or a combination (package) rates with other premium service (for example, 'The Movie Channel'). Premium Service offerings require that subscribers have Basic Service.

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

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

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

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

V. "Employees": Employees, officers, directors, and limited and general partners of the Company and its affiliated Companies.

W. "Make-Ready for Construction": Work done by the electric company, telephone company or other utility on existing pole lines, rights of way, easements or any plant facilities to make space available to place cable television facilities.

IN WITNESS WHEREOF, the parties have executed this Agreement the 13 day of March 1989.

THE COMPANY: Richard P. Early, Jr.
personally and for
Cable One of _____ L.P.

Richard P. Early, Jr.

THE TOWN: TOWN OF Springfield, NEW HAMPSHIRE

Louise B. Jacewicz
Chairman, Board of Selectmen

Michael S. Kiddy
Selectman

Constance A. Jones
Selectman

PROPOSED SCHEDULE OF RATES AND CHARGES

RATES AND CHARGES:

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

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

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

MONTHLY CHARGES:

Basic Service: 31 channels. Includes broadcast (off-the-air) channels and satellite services, one service outlet with Cable Set-top Converter \$ 14.75*
Converter Deposit \$ 25.00

Premium Services: Five (specifics yet to be determined) of the following, to be available only in conjunction with Basic Service and offered separately or as Premium Packages:

Home Box Office	\$ 9.95
Cinemax	\$ 9.95
Movie Channel.	\$ 9.95
Showtime	\$ 9.95
The Disney Channel	\$ 9.95
Premium Packages-any two of the above.	\$ 17.95
-all three above	\$ 24.50
New England Sports Network (NESN).	\$ 8.95

OTHER SERVICES:

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

Remote Control Cable Set-Top Converter. . . \$ 2.50#

Additional Outlets - each additional outlet requires a Cable Set-Top Converter \$ 3.25

Parental Control Feature \$ No Monthly Charge

* No deposit required for subscriptions received prior to or during first month of system operation at the subscriber's location.

Supplied at no charge to customers over 65 years of age and walking disabled.

INSTALLATION AND SERVICE CHARGES

Installation Charges:

	Non-Recurring Charges
Installation of Basic Service	\$ 35.00
Add or Change Premium Service	\$ 10.00
Addition Service Outlets (includes FM Radio hookups)	
Done at time of initial installation	\$ 15.00 ea
Done after initial installation	\$ 25.00 ea
Each additional done at same time	\$ 15.00 ea
Any Handling of Wiring After Initial Installation (i.e. VCR's, Video Game Hookups, etc.)	\$ 25.00 hr
Add or Change Parental Control Feature (after original installation of basic service)	\$ 10.00 ea+
Function Select Switch, ea.	\$ Current nominal cost

Reconnection Charges:

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

BASIC CABLE CHANNELS

<u>Channel #</u>		<u>Cable TV</u>	
1	2	PBS Boston MA	x
2	4	WBZ Boston MA	x
3	5	WCVB Boston MA	x
4	6	WCHS Portland ME	x
5	7	WNEV Boston MA	x
6	8	WMTW Poland Springs ME	x
7	9	WMUR Manchester NH	x
8	11	WNEH Durham NH	x
9	13	WGME Portland ME	x
10	21	WNHT Concord NH	x
11	31	WMNE Hanover NH	x
12	38	WSBK Boston MA	x
13	41	WVTA Windsor VT	x
14	50	WNDS Derry NH	x
15	56	WLVI	x
16		Community Access Channel	x
17		ESPN - sports & entertainment	x
18		WTBS - Atlanta independent	x
19		Nickelodeon - for children	x
20		Arts - cultural	x
21		WOR - New York independent	x
22		USA - sports, movies, children	x
23		CNN News - news	x
24		Lifetime - women's movies	x
25		Nashville - country music	x
26		WPIX - New York independent	x
27		WGN - Chicago independent	x
28		CBN - movies, old TV shows	x
29		MTV - music	x
30		Discovery - learning channel	x
31		TNT - movies	x

Pay Services:*

Disney	xx
Home Box Office	xx
Cinemax	xx
The Movie Channel	xx
Showtime	xx
New England Sports Network	xx
Sports Channel	xx

* - At least five of the preceding 'pay' channels, including at least one sports channel, will be provided, to be determined by subscriber preference as evidenced to the Company.

AMENDMENT TO FRANCHISE AGREEMENT

THE TOWN OF SPRINGFIELD, NEW HAMPSHIRE, a municipal corporation chartered by the State of New Hampshire, and RICHARD P. EARLY, JR., personally and on behalf of CABLE ONE OF SPRINGFIELD, L.P., c/o Cable One of Andover, L.P., Andover Professional Building, P. O. Box 390, Andover, New Hampshire 03216, (the "Company") agree that the contemporaneous cable television franchise agreement between the Town of Springfield and the Company should be amended to add the following provisions:

1. At the end of Article VI.A(5), Complaint Procedure, add the words "and the Company shall take such remedial action as the Board of Selectmen or its agent shall reasonably require."

2. After the second sentence in Article VIII.A, Franchise Renewal, add the sentence "Upon failure of the Town and the Company to reach agreement before the end of the franchise upon mutually agreeable terms and conditions, this option to renew shall terminate."

3. At the end of Article II.F., add the sentence "Nothing contained herein shall authorize the Company to enter onto or disturb private property without the prior approval of the property owner. The Company shall be responsible for obtaining approval of property owners for all work on private property."

AGREEMENT

AGREEMENT dated this 13th day of March, 1989
by and between CABLE ONE OF SPRINGFIELD L.P., a New
Hampshire limited partnership, with a principal place of business
at Andover Professional Building, Route
11, Andover, New Hampshire, and a mailing address of
P.O. Box 390, Andover, NH 03216, RICHARD P. EARLY, JR.,
personally and on behalf of CABLE ONE OF SPRINGFIELD (LP), a New
Hampshire limited partnership, with a principal place of business
at 58 South Kimball Street, Bradford, Massachusetts 01835, and the
TOWN OF SPRINGFIELD, NEW HAMPSHIRE, a municipal corporation located
in Sullivan County, New Hampshire.

RECITALS

WHEREAS, the TOWN OF SPRINGFIELD is about to enter into a
Franchise Agreement with RICHARD P. EARLY, JR., personally and on
behalf of CABLE ONE OF SPRINGFIELD (LP), with respect to the
provision of cable television services with the Town of
Springfield, New Hampshire;

WHEREAS, RICHARD P. EARLY, JR. and CABLE ONE OF SPRINGFIELD are
affiliates of CABLE ONE OF ANDOVER L.P. and others;

WHEREAS, RICHARD P. EARLY, JR. and CABLE ONE OF SPRINGFIELD
intend to use the facilities of CABLE ONE OF ANDOVER L.P.
located within the Town of Andover, New Hampshire for the
reception and distribution of cable tv signals;

WHEREAS, the use of such facilities is acceptable to CABLE ONE
OF ANDOVER L.P.;

NOW, THEREFORE, for consideration paid, the parties agree as
follows:

1. CABLE ONE OF ANDOVER L.P. shall make available to RICHARD P. EARLY, JR. and CABLE ONE OF SPRINGFIELD all of its facilities located within the Town of Andover, New Hampshire necessary for the provision of cable television services by RICHARD P. EARLY, JR. and CABLE ONE OF SPRINGFIELD to the TOWN OF SPRINGFIELD for the entire duration of the Franchise Agreement between RICHARD P. EARLY, JR., personally and on behalf of CABLE ONE OF SPRINGFIELD and the TOWN OF SPRINGFIELD and any extensions or renewals thereof.

2. The facilities will be made available at no cost to RICHARD P. EARLY, JR., CABLE ONE OF SPRINGFIELD, or the TOWN OF SPRINGFIELD, NEW HAMPSHIRE.

CABLE ONE OF ANDOVER, L.P.

By: [Signature]
Richard P. Early, Jr., President

CABLE ONE OF SPRINGFIELD (LP)

By: [Signature]
Richard P. Early, Jr.
President

[Signature]
Richard P. Early, Jr.

TOWN OF SPRINGFIELD
BY THE BOARD OF SELECTMEN:

[Signature]
Louise Jacewicz

[Signature]
Constance Jones

[Signature]
Richard S. Kidder, Jr.

This Amendment shall be executed contemporaneously with the Franchise Agreement and shall be effective immediately upon its execution by the Town of Springfield and the Company.

Dated this 13th day of March, 1989.

CABLE ONE OF SPRINGFIELD, L.P.

By: *R. P. Early, Jr.*
Richard P. Early, Jr.
President

R. P. Early, Jr.
Richard P. Early, Jr.

TOWN OF SPRINGFIELD
BY THE SELECTMEN:

Louise Jacewicz
Louise Jacewicz

Constance Jones
Constance Jones

Richard S. Kidder, Jr.
Richard S. Kidder, Jr.

TOWN OF SPRINGFIELD

WEST SPRINGFIELD, N.H. 03284

603-763-4805

OCTOBER 9, 1989

MR. ROBERT DE STEFANO
PROJECT MANAGER
CABLE ONE TV OF ANDOVER
MAIN STREET, SUITE 103
PO BOX 390
ANDOVER, N.H. 03216-0390

DEAR BOB:


AS PER OUR PHONE CONVERSATION WE ARE AGREEING TO TAKE PLAN ONE AND PLAN TWO WHICH WOULD COVER ABOUT 350 HOMES, 25 MILES AT 14 HOMES PER MILE AT A COST OF \$19.95 LOCKED IN FOR 3 YEARS.

IF YOU NEED ANY ADDITIONAL INFORMATION PLEASE CALL. WE WOULD APPRECIATE ANY UP-DATES AS TO WHEN WE MIGHT BE GOING ON LINE.

SINCERELY,



CONSTANCE A. JONES, CHAIRMAN



RICHARD S. KIDDER, JR.



LOUISE B. JACEWICZ
BOARD OF SELECTMEN

AUTHORIZING THE TRANSFER OF A CABLE TELEVISION FRANCHISE
FROM RICHARD P. EARLY, JR.
TO CABLE ONE CATV LIMITED PARTNERSHIP

BE IT RESOLVED BY THE GOVERNING BODY of the Town of
Springfield, New Hampshire (the "Town") as follows:

1. RICHARD P. EARLY, JR. (the "Transferor") is the present holder of a franchise (the "Franchise") issued by the Town to provide cable television services in the Town and to maintain a cable television system (the "System") in, along and above the streets, ways, roads, alleys and other roadways in the Town, which Franchise was granted by Cable Television Franchise Agreement dated March 13, 1989 by and between the Town and the Transferor.

2. The Franchise is in full force and effect and duly held by the Transferor and the Transferor is in full compliance with the Franchise.

3. The Town hereby approves and consents to the transfer of the Franchise by Transferor to CABLE ONE CATV LIMITED PARTNERSHIP, a New Hampshire limited partnership, with Richard P. Early, Jr. as a limited partner and Northern One CATV, Inc. as the general partner (the "Transferee"), said transfer to become effective upon the closing of the transfer of the System by Transferor to Transferee.

4. The Town hereby consents to and approves the mortgage, pledge or grant of a security interest in the Franchise by the Transferee to secure indebtedness or obligations now owed or hereafter incurred by Transferee.

ADOPTED THIS 6 DAY OF March, 1990.

TOWN OF SPRINGFIELD
By Its Board of Selectmen

Constance A. Jones
Chairman, Board of Selectmen

Louise B. Facey
Selectman

Selectman

Attest:

Ralph K. Moore
Town Clerk
Deputy