

**AMENDMENT TO THE FRANCHISE AGREEMENT
BETWEEN THE TOWN OF HOPKINTON AND
CONTINENTAL CABLEVISION OF NEW ENGLAND, INC.**

WHEREAS, Continental Cablevision of New England, Inc.
(hereinafter "Continental") is the duly authorized holder of
a non-exclusive Franchise Agreement to operate a cable
communications system in the Town of Hopkinton, New Hampshire
(hereinafter "Town"); and

WHEREAS, the Franchise commenced on January 25, 1985 for a
term of fifteen (15) years; and

WHEREAS, the Town and Continental have discussed the
expansion of the cable system to certain unserved areas of
the Town; and

WHEREAS, Continental is willing to extend the cable system to
these unserved areas of the Town; and

WHEREAS, the Board of Selectmen intends, by the adoption of
this Franchise Agreement amendment, to authorize the
expansion and continued operation of a cable system which may
include the installation of fiber optic cables and
technologies in the Town; and

WHEREAS, the Board of Selectmen has determined that the services and programming of such a Franchise Agreement amendment can contribute significantly to the communications needs and interests of the Town and its residents; and

WHEREAS, the Board of Selectmen, as the Franchising Authority, and Continental recognize and agree that the terms and conditions contained in this Franchise Agreement amendment are made part of the original Franchise Agreement and supersede any conflicting sections of the original Franchise Agreement. All other sections not in conflict with the amendment shall remain in full force and effect.

NOW THEREFORE, after due and full consideration, the Town and Continental agree that the Franchise Agreement is amended as follows:

1. Section 2 - Effective Date and Duration is amended by deleting Section 2 in its entirety and replacing with the following:

(a) The term of this non-exclusive Franchise Agreement shall be for a period of fifteen (15) years, commencing on January 25, 1985. Upon the expiration of the initial fifteen (15) year term, this Franchise Agreement shall continue for an additional term of fifteen (15) years or until January 25,

2015; subject however, to all the provisions of NH RSA 53-C and other applicable federal or state statutes (as such statutes may from time to time be amended) and subject further to the continued performance by Continental of all the material conditions and terms set forth herein.

(b) Thereafter this Franchise Agreement may be renewed for an additional term of fifteen (15) years in accordance with existing federal law and applicable regulations. In the event no law exists governing the renewal of a cable television franchise, the Franchising Authority shall renew the Franchise Agreement after a public hearing, provided Continental's performance has substantially complied with the material terms of this Franchise Agreement and applicable law.

2. Section 3 - Area to be Served; Line Extensions is amended by deleting subsection (a) and adding the following:

(a) The cable system shall pass all residential dwelling units that are located along the public streets and designated as an area to be served on the attached map, attached and made a part hereof as Exhibit "A". Construction of the cable system in all areas to be served shall be completed within nine (9) months from the signing of this

Franchise Agreement amendment, taking into account and subject to weather, force majeure, performance of makeready, availability of construction crews and materials, and the ability to obtain all necessary easements and rights of way. Upon request cable service shall provided to dwellings units passed by the cable system and within three hundred (300) feet of Continental's feeder cable.

(b) At least every two years after execution of this Franchise Agreement amendment, Continental shall review the number of new, year-round, dwelling units constructed within the Town to determine the economic and technical feasibility of extending the cable system to serve additional permanent residences within the Town. Continental shall not be required to extend the cable system unless it, in its reasonable discretion, determines that it is economically and technically feasible to do so and there are at least eighteen (18) homes per aerial mile of cable or twenty (20) homes per underground mile of cable measured from the nearest feeder cable. Continental shall commence construction of any such line extensions as soon as practicable thereafter, taking into account weather, performance of makeready, availability of construction crews and materials, and the ability to obtain all necessary easements and rights of way.

IN WITNESS WHEREOF, the Town of Hopkinton has caused this Franchise Agreement amendment to be duly executed in its name by its Board of Selectmen and Continental Cablevision of NE, Inc. has similarly executed this amendment on the day 26th of January, 1993. 1994.

TOWN OF HOPKINTON, NEW HAMPSHIRE

By: 

Virginia Blanchard

A David Wyant

CONTINENTAL CABLEVISION OF NE, INC.

By: 

Frank Anthony
Senior Vice President & Regional
Manager

COPY

READ, INITIAL & PASS ON

TOWN OF HOPKINTON,
NEW HAMPSHIRE
CABLE TELEVISION
GRANT
TO
CONTINENTAL CABLEVISION
OF
NEW HAMPSHIRE, INC.

Revised 1/9/85

3.4.85

FRANCHISE AGREEMENT

SECTION 1 - GRANT OF PROVISIONAL LICENSE: NON-EXCLUSIVITY

PURSUANT to the authority of New Hampshire Law RSA 53-C the Board of Selectmen of the Town of Hopkinton (TOWN), as the cable licensing authority in the Town, hereby grants an exclusive cable television License to CONTINENTAL CABLEVISION OF NEW HAMPHIRE, INC. (COMPANY), a New Hampshire corporation established for such purpose, authorizing and permitting said Company to construct, operate and maintain a cable television communications system within the corporate limits of the Town of Hopkinton.

Subject to the terms and conditions herein, the Board of Selectmen hereby grants to the Company, the right to construct, operate and maintain a cable television communications system in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the TOWN of Hopkinton within the municipal boundaries and subsequent additions thereto, including property over which the TOWN has an easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of audio and video and other impulses in accordance with the laws of the United States of America and the State of New Hampshire. The TOWN's grant of rights to use TOWN property, easements and rights of way shall be exercised in common with the subject to the rights of others lawfully entitled to use such properties, easements and rights of way.

Would it
still be true?

SECTION 2 - EFFECTIVE DATE AND DURATION

This Franchise shall take effect and be in full force from and after the date hereof, and the same shall continue in full force and effect for a term of fifteen (15) years, beginning with the date of this Agreement. The COMPANY shall have the option to renew this Franchise for an additional period not to exceed fifteen (15) years, and the TOWN shall grant such renewal if it finds the COMPANY has met the following conditions:

(i) The COMPANY has substantially complied with the material terms of the franchise and with applicable law.

(ii) There has been no material change in the legal, technical, or financial qualifications of the COMPANY that would substantially impair the continued provision of service by COMPANY.

(iii) The services and facilities to be provided by COMPANY are reasonable in light of the size, nature, needs, and interests of the Community to be served, the age and status of the existing system, the current availability and services in communities of comparable size and characteristics, and the costs of construction and operation of Cable facilities.

Should the COMPANY desire to exercise this option, it shall notify the Board of Selectmen, in writing, not less than eighteen (18) months prior to expiration of this Franchise. If this option to renew is exercised, all of the terms and provisions contained shall be herein controlling during the renewal period, except to the extent that said term and provisions are modified agreement between the Company and the Board of Selectmen or unless this Franchise is superseded by a new Franchise.

1-23-85

SECTION 3 - AREA TO BE SERVED: LINE EXTENSION

(a) Initially the COMPANY will provide CATV to all areas within the TOWN's boundaries which have at least (twentynine) homes per mile, and/or homes which can be serviced at a maximum total construction cost, including utility make ready costs of less than eight hundred (\$800.00) per subscriber. Areas of the TOWN which at a later date, after initial construction, can then be served at a maximum total construction cost of less than eight hundred dollars (\$800.00) per subscriber will then be provided service. The COMPANY will monitor all appropriate data and review areas not served with the initial construction at least every three years to ascertain potential line extension. The COMPANY agrees that as soon as an unserved area has been determined to meet the above criteria to commence construction within six (6) months. Furthermore, the COMPANY agrees to investigate any area the TOWN feels might subsequently meet the criteria within ten (10) days of notice by the TOWN and if determined that the area meets the criteria, then the COMPANY shall commence construction within six months.

Attached and made a part hereto and marked as Exhibit A is a coded map indicating the areas which presently meet the aforementioned criteria and therefore will be provided cable television service.

This density standard shall not apply to seasonally occupied dwelling units.

NEED
NEW
NUMBER

29 NoL
40

(b) Where the density of the proposed area of service is lower than the density standard described in subsection (a) above, or the proportion of aerial to underground cable in the area to be served is less than exists currently in the system, the COMPANY shall, upon request, extend the cable system on a shared capital contribution basis with potential subscribers. The factors to be considered in such a formula are: the actual cost of such extension; the average cost of construction of cable plant in the initial service area; the density in the line extension area and a return consistent with the COMPANY'S historical return on investment.

(c) To implement subsection (b) above the following shall apply. An estimate will be made of the cost of providing cable television service to the dwelling unit in question. The COMPANY will invest an amount equal to its average investment per subscriber within the TOWN. If the resident is willing to pay the difference between the cost of providing service, and the COMPANY'S average investment per subscriber, the company shall file for pole attachment rights immediately after receipt of the residents share of the cost of service.

(d) In the event residents exercise the options set out in paragraphs 3(b) and (c) above, in an area where cable has previously been extended pursuant to this section of the Agreement, the Company shall determine the appropriate percentage of cost that is attributable to each dwelling unit requesting cable extension and, for a period of two years from the date of the original extension request, shall return an appropriate amount to those having already paid for said line extension.

If more than one resident is involved, the company will use the same standard cost per subscriber for each resident willing to commit to receive cable television service within the proposed service area. The incremental cost to be shared by the interested residents shall be allocated on a fair and reasonable basis.

SECTION 4 - CONSTRUCTION SCHEDULE [SEE G.L.C. 166A, S3(b) & (c)]

(a) Full-scale construction of the Cable System shall begin as soon as possible after the completion of "make-ready" work on poles owned by the electric and telephone companies. It is specifically understood that it is the responsibility of the COMPANY to seek and obtain all variances, permits and authorizations necessary for construction.

(b) Construction of the cable system in the Initial Service Area as shown of Exhibit A shall be completed and energized within four (4) months completion of "make-ready" work on poles owned by the electric and telephone utilities, absent any delaying factors beyond the control of the COMPANY. Notwithstanding the above, upon written application by the COMPANY to the Board of Selectmen at least fifteen (15) days prior to this construction deadline or any extension thereof, the Board of Selectmen may grant a reasonable extension of time under the circumstances to comply with the conditions of this Section; provided that such written application sufficiently states and documents that the need for such delay is for good cause and due to circumstances beyond the reasonable control of the COMPANY.

(c) The Company is willing to pay a fine of \$100 (One Hundred Dollars) per day beyond the proposed construction deadline as long as the cause for the delay is the operators fault. Inability to build due to delay in completion of utility makeready work, inability of

suppliers to deliver equipment in a timely manner, and acts of God shall not subject the operator to said fine. In addition, the proposed service area may be revised by the operator if utility makeready expenses are in excess of \$3,000 (Three Thousand Dollars) a mile or a comparable rate per foot. If makeready costs are excessive, the operator will make available the potential subscriber contribution program, explained in Section 3 of this Agreement.

SECTION 5 - CONSTRUCTION AND SAFETY STANDARDS

a. The COMPANY's transmission and distribution system, poles, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with the lives of persons or to interfere with new improvements the Board of Selectmen may deem proper to make, or to unnecessarily hinder or obstruct the free use of the streets, alleys, bridges, or other public property.

b. Construction and maintenance of the transmission distribution system shall be in accordance with the provisions of the National Electrical Code of the National Board of Fire Underwriters, and such applicable ordinances and regulations of the Town, County, or State affecting electrical installations which may be presently in effect.

c. All installations of equipment shall be durable and installed in accordance with good engineering practices and to comply with all existing TOWN regulations, ordinances and State laws, so as not to interfere in any manner with the right of the public or individual property owner, and shall not interfere with the travel and use of public places by the public and during the construction, repair or removal and shall not obstruct or impede traffic.

d. In the maintenance and operation of its television transmission and distribution system in the streets, alleys and other 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 opening or obstruction in the streets or other public places made by the COMPANY in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boardings, the bounds of which, during periods of dusk and darkness, shall be clearly designated by red warning lights. Any excavation or taking up of pavement, curbing or sidewalk shall be done only with the approval of the Board of Selectmen and shall be repaired by the COMPANY to the satisfaction of the TOWN.

e. The COMPANY shall provide reasonable advance notice to the Board of Selectmen of the dates and times and locations of any construction it proposes to do in the town. The COMPANY shall provide reasonable advance notice to any property owner and obtain an easement or the owner's permission before entry onto private property.

f. The COMPANY shall have the authority to trim trees upon or over-hanging streets and public places of the town so as to prevent the branches of such trees from coming into contact with the wires and cables of the COMPANY. All such trimming to be done at the expense of the COMPANY. After construction, the COMPANY is required to give the tree owner ten days notice of intent to trim. Provided the need to trim is not the result of a service outage or emergency.

SECTION 6 - COMPLAINTS

The COMPANY shall promptly investigate and resolve all complaints regarding the quality of services, equipment malfunctions, and similar matters. The COMPANY agrees to respond to all service outages within twenty-four hours after notice of such outage. The COMPANY shall maintain a telephone line which subscribers may telephone without incurring added message or toll charges and shall respond promptly to all complaints. A representative of the COMPANY shall be available on a regular basis to meet with Selectmen to discuss any complaints of a general and continuing nature. Complaint records will be retained for one (1) year and will be available to the Selectmen upon request.

SECTION 7 - INDEMNIFICATION AND LIABILITY - INSURANCE

a. The COMPANY shall indemnify, protect, and save harmless the TOWN from and against losses and physical damage to property and bodily injury or death to persons, including payments made under any Worker's Compensation Law which may arise out of or be caused by the erection, construction, maintenance, presence, use, or removal of said COMPANY's attachments on poles and on receiving poles, within the TOWN or by any act of the COMPANY, its agents or employees. The COMPANY shall carry insurance to protect the parties hereto from and against all claims, demands, actions, judgements, costs, expenses and liabilities which may arise or result, directly or indirectly, from or by reason of, such loss, injury or damage. The amounts of such insurance against liability due to physical damages to property shall not be less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) as to any one accident, and against liability due to bodily injury or to death of persons, not less than One Million and 00/100 Dollars (\$1,000,000.00)

as to any one person. The COMPANY shall carry such insurance as is necessary under Federal and State Laws to protect it from any and all claims under the Workmen's Compensation Laws in effect that may be applicable to the COMPANY. All insurance required by this Agreement shall be and remain in full force and effect for the entire life of this Franchise Agreement. The COMPANY will provide, annually, assurance of continued coverage to and which will be kept on file by the Town Clerk. The policies or policy shall provide that the insurer give the TOWN thirty (30) days' notice of cancellation.

SECTION 8 - BOND

The COMPANY shall post with the TOWN, prior to the start of construction and installation in the Initial Service Area, as shown on Exhibit A, attached, a performance bond, with adequate surety satisfactory to the TOWN in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) for faithful performance of said construction and installation.

SECTION 9 - PROVISION OF SERVICE

a. The COMPANY shall construct a cable television system capable of carrying fifty-two (52) channels with an active forward spectrum of 47 to 400 MHz. The system will incorporate the ability for a two-way return in the 5-30 MHz band. The television signals shall be capable of full fidelity color transmission and shall meet or exceed all Federal Communications Commission technical standards and tests.

b. The COMPANY shall provide all broadcast television signals required to be carried by the Federal Communications and each

additional Cable Television Services as the COMPANY determines from time to time shall be marketable within the service area and the system generally. In addition to the 11 signals required to be carried by the FCC as of the date of execution of this Franchise, the COMPANY shall use its best effort to provide programming on 15 additional channels.

SECTION 10 - COMPANY'S RATES AND REGULATIONS

The rates and charges of COMPANY for its services to any Subscriber shall be fair and reasonable and no higher than necessary to meet all costs of service, assuming efficient and economical management, including a fair return on investment, charges shall not be unreasonably discriminatory.

COMPANY shall have the right to increase its rates annually for installation, and the basic subscriber rates, provided such increase shall not exceed the previous year's increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index. The rates for premium subscriber service and any other auxilliary service shall be controlled by the COMPANY. Notice of all increases in installation and basic subscriber rates must be given to the TOWN in writing within thirty (30) days of its implementation. All increases in installation and basic subscriber rates in excess of Bureau of Labor Statistics, Consumer Price Index effected only with the approval of the Board of Selectmen following a hearing on such request. The COMPANY agrees it will only adjust installation and basic subscriber rates when the implicit Gross National Product price deflator has shifted at least 3%.

(a) Rates of installation for the first television receiver per Subscriber, shall initially be no more than Nineteen and 95/100 (\$19.95) Dollars for drops up to 200 feet from Streets within the Town. Beyond 200 feet, the Subscriber shall bear COMPANY's cost, plus ten (10%) percent for installation. Monthly charges for basic subscriber service shall initially be no more than Eleven and 50/100 (\$11.50) Dollars. Initially Basic Service includes 26 channels of programming:

WGBH (2) Boston	WNDS (50) Derry
WSBK (38) Boston	WNHT (21) Concord
WBZ (4) Boston	USA
WCVB (5) Boston	CNN
WCSH (6) Portland	Nashville Network
WNEV (7) Boston	Nickelodeon
WMTW (8) Poland Springs	Arts And Entertainment
WMUR (9) Manchester	Lifetime
WCUI (56) Boston	CSPAN
WENH (11) Durham	MIV
Channel 12 Concord	CNN
ESPN	Concord Government Access
WNNE (31) Hanover	WTBS

(b) The COMPANY agrees to provide at least 26 channels of programming in Basic Service providing marketable programming is available, at reasonable costs.

(c) A one-time installation program, including additional outlets at no extra charge, shall be offered to all residents within the initial service area during construction of the system in their area.

(d) Installation for additional television receivers will initially not exceed eight and 00/100 (\$8.00) Dollars per receiver. Monthly service charges for additional sets receiving regular subscriber service will initially not exceed four and 10/100 (\$4.10) Dollars.

(e) Initially, Basic Service shall not exceed the monthly cost of Eleven and 50/100 (\$11.50) Dollars per outlet, and the Premium Services of Home Box Office, Cinemax, Showtime and the Disney Channel, shall not exceed the monthly cost of Nine and 95/100 (\$9.95) Dollars each. Discounts will be provided for subscribers who chose two or more pay television services. The discounts will either reduce the monthly charge for pay services beyond the first pay service, or will provide premiums to the cable subscriber.

(f) Rates for service to commercial establishments shall be determined by the COMPANY; however, said rates will be nondiscriminatory and all like or similar commercial uses will be offered the same rates.

SECTION 11 - PARENTAL CONTROL DEVICES

The COMPANY shall provide any pay television service subscriber, upon request, a parental control device to restrict the viewing of premium pay television channels at the COMPANY's cost.

SECTION 12 - FREE CABLE DROPS

The COMPANY shall provide one outlet of basic cable television service free of installation and monthly service charges to each of the following locations:

- | | |
|-------------------------------|--------------------------|
| 1. Selectmen's Office | Main Street, Hopkinton |
| 2. Police Station | Main Street, Hopkinton |
| 3. Community Center | Maple Street, Contoocook |
| 4. Hopkinton Fire Station | Main Street, Hopkinton |
| 5. Contoocook Fire Station | Pine Street, Hopkinton |
| 6. Hopkinton High School | Park Avenue, Hopkinton |
| 7. Harold Martin School | Main Street, Hopkinton |
| 8. Maple Street School | Maple Street, Contoocook |
| 9. Bates Library | Main Street, Contoocook |
| 10. Hopkinton Village Library | Main Street, Hopkinton |
| 11. Rescue Squad Building | Pine Street, Contoocook |

and such other buildings, operated for public use and owned by the TOWN within the established areas of cable television service, as the Board of Selectmen may designate.

SECTION 13 - LOCAL ORIGINATION

The COMPANY Shall provide local origination to the TOWN, via its community channel, and equipment located at the COMPANY's Concord office . The COMPANY will offer programs produced by groups in other communities as well as those produced by Hopkinton residents. The professional local origination staff from the Concord office will provide training and support for TOWN residents interested in utilizing local production capability.

SECTION 14 - ASSIGNABILITY AND OWNERSHIP DISCLOSURE

a. The COMPANY may not assign or transfer this Franchise without the written consent of the Board of Selectmen. Such consent may not be unreasonably withheld.

b. The COMPANY shall notify the Board of Selectmen of any substantial change in the corporate ownership of the cable system or financial condition.

SECTION 15 - REVOCATION

Any substantial violation by the COMPANY of a material provision of this Franchise shall be grounds for termination of the Franchise and its rights and privileges after due process. Prior to any decision by the Board of Selectmen which may lead to the termination of this Franchise, the Board of Selectmen shall provide the COMPANY with written notice of any grounds which may lead to the termination of this Franchise and provide the COMPANY ten (10) days to respond to said allegations, and 60 days to correct any alleged violations.

If the COMPANY does not make necessary corrections, and the Board of Selectmen determines that the COMPANY has substantially violated a material provision of the franchise, the Board may terminate the Franchise at the end of such 60 day period. The licensee does not hereby wave any due process rights, including rights of appeal.

In the event the COMPANY shall declare bankruptcy, this Franchise shall terminate, at the option of the TOWN.

SECTION 16 - SUBSCRIBER RIGHTS OF PRIVACY

The COMPANY shall adhere to the following requirements throughout the franchise period and provide a written copy of these requirements to each subscriber at the time of subscription:

1. The COMPANY shall not release to third parties, personal subscriber data or information pertaining to the viewing habits or preferences of identifiable individual subscribers without their prior written non-conditional consent in each instance.
2. Subscribers shall be informed in advance of the conduct of any survey of their behavior which produces indentifiable information about them as individuals and shall have the unconditional right not to participate in the same.

SECTION 17 - COMPLIANCE OF FEDERAL, STATE, AND LOCAL LAW

a. The COMPANY agrees to comply with all the rules and regulations promulgated by the Federal Communications Commission and any amendments thereto with respect to the operation of cable television, and all applicable state laws and regulations and by-laws of the TOWN and any amendment thereto.

SECTION 18 - INVALIDITY

If any section, subsection, sentence, clause, phrase or portion of this Franchise Agreement is for any reason held invalid or unconstitutional by any Federal or State Court or administrative agency of competent jurisdiction, specifically including the FCC, such portion shall be deemed separate and distinct, and such holding shall not affect the validity of the remaining portions hereof.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 23rd DAY OF Jan, 1985

TOWN OF HOPKINTON

By

Italy White
Selectman

Robert Gray
Selectman

Toni Gray
Selectman

Accepted by:

CONTINENTAL CABLEVISION OF NEW HAMPSHIRE,
INC.

By: Robert Gray