

CABLE TELEVISION FRANCHISE AGREEMENT

**A NON-EXCLUSIVE FRANCHISE
TO CONSTRUCT, OPERATE, AND MAINTAIN
A CABLE SYSTEM**

TO BE ISSUED TO

**FRONTIERVISION OPERATING PARTNERS, L.P.
d/b/a ADELPHIA CABLE COMMUNICATIONS**

BY THE

TOWN OF ST. GEORGE, MAINE

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CABLE TELEVISION FRANCHISE AGREEMENT

1.0 DEFINITIONS

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

1.1.1. "Access" or "Access Cablecasting". Cablecasting on the cable system's access channels for the following purposes: (i) non-commercial and nondiscriminatory use by the public; (ii) carriage of non-commercial educational programs or information; and (iii) use for non-commercial governmental purposes.

1.1.2. "Access Channel(s)". A video channel(s) which the Company shall make available to the Town of St. George, without charge, for the purpose of transmitting non-commercial programming by/for members of the public, Town departments, boards and agencies, public schools, educational institutional, non-profit and similar organizations.

1.1.3. "Affiliate" or "Affiliated Person". Any person who or which directly or indirectly controls and owns more than 50% of an interest in Adelpia Communications Corporation.

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

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

1.1.6. "Basic Service." Any service tier which includes the retransmission of local television broadcast signals.

1.1.7. "Broadcast". Over-the-air transmission by a television station.

1.1.8. "Cable Act". The Cable Communications Policy and Communications Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and as further amended.

1.1.9. "Cable Service". The one-way transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.1.10. "Cable System". A facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service (as defined in the Cable Act) which includes video programming and which is provided to multiple subscribers within the Town of St. George, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public rights of way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of this Act, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility system.

1.1.11. "Cable Channel". A portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.1.12. "Company". FrontierVision Operating Partners, LP d/b/a Adelphia Cable Communications or any successor or transferee in accordance with the terms and conditions of this Franchise Agreement.

1.1.13. "Converter". A special tuner or device connected to the subscriber's television set which expands reception capacity and/or unscrambles coded signals distributed over the cable system.

1.1.14. "Downstream Channel". A channel over which signals travel from the cable system headend, to an authorized recipient of programming.

1.1.15. "Downstream Transmissions". Signals traveling from the headend, or to the subscriber's location.

1.1.16. "Drop" or "Cable Drop". The interconnection between each home or building and the feeder line of the cable system.

1.1.17. "FCC". The Federal Communications Commission, or any successor agency.

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

1.1.19. "Franchise Agreement". The non-exclusive Cable Television Franchise to be granted to Company by Grantor in accordance with the Cable Act.

1.1.20. "Grantor". The Town of St. George.

1.1.21. "Gross Annual Revenues". Any and all payments made to or compensation received by Company, from subscribers, advertisers or other users of the system for the operation and/or use of the cable system within the municipality for the provision of Cable Service, including but not limited to revenues from subscribers or users in payment for programs or signals received and/or transmitted, pay and subscription TV, fees paid for pay and/or pay-per-view services, optional programs and special contracts, charges for installation connection, disconnection, reinstatement, downgrade, upgrade and any other similar fees, fees paid for channels designated for commercial use, advertising revenue less agency fees, all home-shopping service(s) revenues, rentals of Local Origination facilities, rentals of converter boxes, remote control units and other equipment, revenues from channel leasing, and any other moneys that constitute income attributable to the operation of the cable system for the provision of cable service in the municipality. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the cable system by an Affiliate for said Affiliate's use of the cable system for the carriage of advertising and shall allow deduction for agency

fees actually paid. Gross Annual Revenues shall not include security deposits paid to Company by subscribers and bad debt.

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

1.1.23. "Leased Channel" or "Leased Access". A video and/or audio channel which the Company shall make available pursuant to Section 612 of the Cable Act.

1.1.24. "Local Origination". Local programming produced by the Company.

1.1.25. "Other Programming Service". Information that which Company may make available to all Subscribers generally.

1.1.26. "Outlet". An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's television set to the Cable System.

1.1.27. "Parent". Shall mean Adelphia Communications Corporation.

1.1.28. "Pay Cable" or "Premium Service". Optional additional program services, provided to subscribers at a monthly charge in addition to the charge for basic service.

1.1.29. "Pay-Per-View". Programming delivered for a fee or charge to subscribers on a per-program or time basis, in addition to the charge or fee to subscribers for basic cable service, or for such other service tier required by applicable law.

1.1.30. "PEG". The acronym for Public, Educational and Governmental, used in conjunction with access channels, support and facilities.

1.1.31. "Person". Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual, government entity, or group of individuals acting in concert.

1.1.32. "Signal". Any transmission of electromagnetic or optical energy which carries Cable Services from one location to another.

1.1.33. "State". The State of Maine.

1.1.34. "Street" or "Public Way". The surface of, as well as the spaces above and below, any and all public streets, roads, avenues, highways, boulevards, concourses, driveways, bridges, sidewalks, ways, circles, lanes, tunnels, and parkways, within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Town shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

1.1.35. "Subscriber". Any Person lawfully receiving service from the cable system.

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

1.1.37. "Upstream Channel". A channel over which signals travel from an authorized location to a cable system distribution point.

1.1.38. "Upstream Transmissions". Signals traveling from subscriber or other originating points on the cable system to a cable distribution point.

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

2.0 GENERAL CONDITIONS

2.1 Representation by Company. Company represents to Grantor that neither it, nor its officers, agents, employees or any other person acting under its control or on its behalf has authorized or exerted or caused to be authorized or exerted any undue influence in furtherance of or to obtain the award of this Franchise Agreement, including any undue political influence, or has performed or authorized or caused to be performed or authorized any unlawful act in furtherance of or to obtain the award of this Franchise Agreement. A breach of the representations contained herein

shall constitute a material violation of this Franchise Agreement, and shall entitle Grantor to terminate this Franchise Agreement for cause.

2.2 Grant of Authority. Company is hereby granted by Grantor, where it has the right to do so, the non-exclusive right and privilege to construct, reconstruct, erect, operate and maintain, in the Town of St. George (herein called the "Franchise area" or the "Town of St. George" or "St. George"), in, upon, along, across, above, over and under the streets and public-ways now laid out or dedicated, and all extensions thereof and additions thereto, poles, wires, cables, optical fibers, underground conduits, manholes and other television and radio conductors and fixtures necessary for the installation, maintenance and operation of a cable system for the reception, transmission, collection, amplification, origination, interception, sale and distribution of Cable Services, as defined by the Cable Act. Grantor expressly reserves the right to grant other such Franchise Agreements in the Town of St. George on such terms as it deems appropriate and to operate a Town-owned cable system, provided the terms and conditions of said Franchise include the same terms and conditions herein. No privilege nor power of eminent domain is bestowed by this grant of authority.

2.2.1. Exercise of Police Power. All rights and privileges granted hereby are subject to the police power of Grantor to adopt and enforce local laws, ordinances, rules and regulations necessary to the health, safety and general welfare of the public. Expressly reserved to Grantor is the right to adopt, in addition to the provisions of this Franchise Agreement and existing laws, ordinances and regulations of general applicability (collectively "laws"), such additional laws as it may find necessary in the exercise of its police power. Any conflict between the terms of this Franchise Agreement and any present or future exercise of the Grantor's police powers shall be resolved in favor of the later.

2.2.2. Use of Public Ways. The right to use and occupy the streets, public ways and public places shall not be exclusive, and Grantor reserves the right to grant similar or other uses of the said streets, public ways and public places to any Persons at any time during the term of this Franchise Agreement.

2.2.3. Conflict With Public Works. The rights and privileges granted hereby shall not be in preference or hindrance to the right of

Grantor, or other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works or public improvement. Should the Company's cable system in any way interfere with the construction, maintenance or repair of such public works or improvements, Company shall, at its own expense, protect or relocate its system or part thereof, as directed by Grantor or other authority having jurisdiction provided the Company is given sixty (60) days notice.

2.2.4. Use of System by Grantor. Subject to Company's contractual commitments with respect thereto, Grantor shall have the right, for a reasonable charge, to make attachments to poles owned by Company for Grantor's use, such attachments to be installed and maintained only after written notice to Company, provided, that Company shall assume no liability or expense in connection therewith, and provided further that Grantor's use thereof shall be in such a manner as not to interfere with the cable television operations of Company, and is in compliance with the National Electrical Safety Code and all applicable federal, State and local laws, rules and regulations.

2.2.5. Removal and Relocation. Grantor shall have the power at any time to order and require Company to remove or relocate any of its poles, wire, cable or other structure machinery or equipment located within a public way that is dangerous to life or property. In the event, to the same extent as it does for any other user of right of way, that Company, after notice, fails or refuses to act within a reasonable time, Grantor shall have the power to remove or relocate the same at the sole cost and expense of Company.

2.3. Extension Policy.

- a. Company shall extend its cable plant to provide service to all roads with a density of at least the Minimum Density. For purposes of this section, the Minimum Density shall be twenty-five (25) homes per mile ("HPM"). If during the term of this Franchise Agreement the density on any unserved road or road segment increases to reach or exceed the Minimum Density standard, Company shall extend service to such road or road segment within 120 days. In extending service to areas that meet the Minimum Density, Company

shall extend its plant for the maximum distance over any individual road that service can be extended and still meet, on average, the Minimum Density over the length of the extension. Where new residential or commercial developments are built in a municipality to which cable service is to be extended, Company agrees to use diligence to assure that cable service is installed in coordination with other utility facilities. If all other utility facilities are placed underground, cable service will be installed underground.

b. In addition to the foregoing, the Company shall make service available to any new homes or businesses occupied or established after the date of this Franchise Agreement in areas where Minimum Density is achieved. The Company shall make service available to unserved areas within six (6) months of receipt of any necessary pole attachment licenses which shall be applied for within 30 days of receipt of request for service with no charge to subscribers for extension or installation of service other than Company's standard installation charge.

c. Company shall also make service available to new homes or businesses in areas with less than Minimum Density ("low density extension areas") if each person requesting service in such low density extension area agrees to reimburse Company for the "subscriber's share" of the cost to Company (out-of-pocket) costs and expenses, (including reasonable overhead and taps, but not including drops; called "construction cost") of extending the cable system to such low density extension area. The "subscriber's share" shall be that amount which equals (i) the amount determined by dividing such construction cost by the number of subscribers per mile requesting service in such low density construction area ("the actual unit extension cost"), minus (ii) the amount determined by dividing such construction cost by 25 homes per mile ("the nominal unit extension cost").

3.0 DURATION OF FRANCHISE AGREEMENT

3.1 Term. The term of this Franchise Agreement shall be for a period of ten (10) years, commencing as of the date of acceptance by Company on the signature page of this document.

4.0 SIGNAL LEAKAGE

4.1 No Interference. The cable system shall be constructed, operated and maintained so that there will be no objectionable interference with television reception, radio reception, telephone communications or other electronic installations in the Town of St. George or with the operation of any public fire, police, rescue or safety communications system. Should any such interference occur, Company shall promptly eliminate it unless such interference is caused by subscriber's own equipment or the cause is not in the control of the Company.

5.0 EMPLOYMENT PRACTICES

5.1 Equal Opportunity. In carrying out the construction, operation, maintenance, service and repair of the cable system, Company shall not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment in violation of any Federal or State statute, local ordinance or the Constitution of either the United States or the State of Maine.

6.0 INSURANCE

6.1 Company Insurance. Company shall maintain during the full term of this Franchise Agreement such insurance as will protect it and Grantor from any claims which may arise directly or indirectly or result from its acceptance of the Franchise Agreement or Company's activities under this Franchise Agreement, whether such activities are performed by Company, or by anyone for whose acts Company may be liable, including, but not limited to, the following:

- (i) Worker's Compensation and any other legally required employee benefits shall be supplied in statutory amounts;
- (ii) Property insurance, all risk, replacement cost basis, on all Company assets;

(iii) General Liability insurance shall be supplied the following amount: combined single limit for bodily injury, personal injury, death or property damage in the amount of at least \$2,000,000 per occurrence and Company's liability insurance shall be endorsed to include the full indemnity specified in section 6.1.1 below.

6.1.1. Indemnification. Company hereby indemnifies and holds Grantor, its selectmen, officers, agents, employees and members of boards harmless from and against all expenses, losses and claims, demands, payments, suits, actions, recoveries, and judgments of any nature and description, including reasonable attorney's fees, any act or omission of Company, its agents or employees, in the construction, operation, maintenance, repair or service of its cable system, or of any failure to comply with any law, ordinance, or regulations, or by reason of any suit or claim for royalties, license fees, or infringement of copyright or patent rights arising from Company's performance under this Franchise Agreement except for the negligence of the Grantor, Selectmen Officers, etc. In the event of the commencement of any action against Grantor, or its selectmen, officers, agents, employees, or members of boards and committees which is within the scope of this indemnification, Grantor will give notice thereof to Company within thirty business days after Grantor is formally served in any such action, and Company will have the right to select and furnish counsel for the defense of any such action, at no cost or expense to Grantor. Grantor will cooperate with Company as reasonably required for the defense of any such action.

6.1.2. Additional Insured. The liability insurance policy shall name the Grantor as an additional insured.

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

6.1.4. Evidence of Insurance. By not later than thirty days after the effective date of this Franchise Agreement, and annually upon written request of the Grantor, Company shall furnish to Grantor

current certificates of insurance, which shall include the indemnity set forth in section 6.1.1 above and shall include Grantor as an additional insured. Failure to furnish and maintain said insurance shall constitute a substantial violation within the meaning of section 10.1 below.

6.1.5. Approval. All insurance coverage shall be with a company authorized to do business in the State of Maine.

6.2 Town Immunity. The provisions of this section 6, the indemnity provisions in section 6.1.1 and the procurement by Company of insurance policies meeting the requirements of this section 6 shall not be interpreted or construed to effect any waiver, suspension, release or alteration of or to any and all sovereign immunity or other immunities as may be available to the Town by law.

7.0 ENFORCEMENT

7.1 Force Majeure. The Parties shall not be responsible for any delay or failure to perform their obligations under this Franchise Agreement if doing so is prevented by the inability to secure materials, Act of God, flood, storm, fire, explosions, strikes, riots, wars whether or not declared, insurrections, epidemics, or any law, rule or act of any court of competent jurisdiction or instrumentality of government.

7.2 Further Recourse. Upon the failure, refusal or neglect of Company to cause any work or other act required by law or by this Franchise Agreement to be properly completed in, on, over or under any street within any time mutually agreed upon, Grantor may (but shall not be required to) cause such work or other act to be performed or completed in whole or in part, and upon so doing shall submit to Company an itemized statement of the costs thereof. Company shall, within thirty days after receipt of such statement, pay to Grantor all reasonable costs associated with repairs.

8.0 OWNERSHIP OF CABLE SYSTEM

8.1 Company Ownership. Company shall at all times during the term of this Franchise Agreement be the full and complete owner of, and have complete possessory rights to, all facilities and property, real and personal, of the cable system. Nothing herein shall be construed to prevent Company from acquiring interest in such property as a lessee, provided that the terms of

such lease shall provide for continuity of possession by Company throughout the term of the lease.

8.2 Restriction on Transfer.

a. Company shall not transfer, sell, assign, or dispose in any manner, concerning majority ownership or control of the Company's cable system in St. George or this Franchise Agreement without thirty days' prior notice to Grantor and prior written approval of Grantor, which approval shall not be unreasonably withheld. Any pledge, mortgage or collateralization of any assets of the cable system shall be excluded from the provisions of this paragraph, provided that such transaction will not in any respect prevent Company or any successor from complying with all of its obligations under this Franchise Agreement, but the exercise of any right to foreclose or seize such assets shall be subject to the provisions of this paragraph. Any assignment or transfer of this Franchise Agreement or of Company's rights or obligations under this Franchise Agreement shall be in writing, which shall include an express acceptance of all terms and conditions of this Franchise Agreement by the transferee or assignee. In addition, a duly executed copy of the acceptance shall be filed with the Town prior to the effective date of such transfer or assignment. Any assignment or transfer without such prior written consent shall constitute violation of a material provision of this Franchise Agreement. In making such a determination of whether to approve or reject a transfer or assignment, the Town may consider the following, among other things:

- i. The experience of the proposed transferee or assignee (including conducting an investigation of its service record in other communities);
- ii. The financial, technical and legal qualifications of the proposed transferee or assignee and its financial and technical capacity to comply with the terms of this Franchise Agreement;
- iii. If requested by the Town, submittals from the proposed transferee or assignee, on what, if any, changes it intends to

make in the operation and maintenance of the present cable system;

iv. The corporate connection, if any, between the Company and the proposed transferee or assignee; and

v. Any other aspect of the proposed transferee's or assignee's background which could affect the health, safety, and welfare of the citizenry of the Town as it relates to the operation of the cable system.

If Grantor determines that Company's application does not meet any of the foregoing criteria, Grantor may deny the application.

b. The consent or approval of the Grantor to any transfer or assignment, of this Franchise Agreement granted to the Company shall not constitute a waiver or release of the rights of the Grantor in and to the streets and public ways or any other rights of the Grantor under this Franchise Agreement, and any such transfer shall, by its terms be expressly subordinate to the terms and conditions of this Franchise Agreement.

c. Upon written request by the Grantor, the transferor shall provide an attested statement that a transfer of the Franchise Agreement has been effectuated.

8.3 Foreclosure. Upon the foreclosure, other judicial sale or reversion of all or a substantial part of the cable system, Company shall notify Grantor of such fact within ten (10) days of its occurrence, and such notification shall be treated as a notification that a change in ownership of the cable system has taken place, and the provisions of section 8.2 above governing Grantor approval of such change shall apply.

9.0 REGULATORY CHANGES

9.1 Application. All applicable State and Federal laws, rules and regulations, as well as all generally applicable Town ordinances, including, without limitation, the rules and regulations of the FCC, as of the effective date hereof are deemed to be part of this Franchise Agreement.

10.0 TERMINATION OF FRANCHISE AGREEMENT

10.1 Revocation. In addition to all other rights and powers of Grantor by virtue of this Franchise Agreement, Grantor may revoke this Franchise Agreement and all rights and privileges of Company hereunder in the event Company either:

(i) Violates any material provision of this Franchise Agreement where such violation remains for a period of thirty days or such other cure time as is mutually agreed to, following notice to Company by Grantor that such violation is deemed to exist; or

(ii) Attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon Grantor;

(iii) Continuously or repeatedly violates any material provisions of this Franchise Agreement or any orders or rulings of any regulatory body having jurisdiction over Company and subsequent to adequate notice and opportunity to cure; or

(iv) Fails to provide or maintain in full force and effect the insurance coverages and the performance bond as required by this Franchise Agreement.

(v) Prior to moving for revocation, however, the Grantee shall have the right and opportunity to cure such default to prevent revocation. The Town shall notify Grantee in writing of the violation upon which the Town proposes to take action and shall provide a thirty (30) period within which Grantee may demonstrate that violation does not exist, or may cure the alleged violation, or if the violation cannot be cured in thirty (30) days due to the nature of the violation, Grantee may submit a plan to cure and must take reasonable steps to cure said default and diligently continue such efforts until said default is cured.

10.2 Hearing. Grantor may not revoke this Franchise Agreement pursuant to section 10.1 above unless it shall first have considered the matter at a

public hearing, held on not less than 30 days written notice to Company, at which all interested parties, including Company, are afforded an equal opportunity and time to be heard. Notice shall include a description of the alleged violation and the section violated. Company retains all rights under the Cable Act.

10.3 Company Removal. In the event of a revocation of this Franchise Agreement, the Company shall remove the cable system within one (1) year of such revocation, upon written request by the Grantor.

11.0 FRANCHISE FEE

11.1 Fee. As compensation for the rights and privileges granted by this Franchise Agreement, Grantor may, within ninety (90) days written notice to Company, request a franchise fee. Such change shall never result in a franchise fee in excess of five percent (5%).

11.2 Payment. Payment of the franchise fee shall be computed annually for the preceding twelve (12) month period payment shall be due and payable no later than sixty days after the end of the twelve month period for which payment is made. Each payment shall be accompanied by a statement showing the factual basis for the payment, including a breakdown by category (e.g. basic service revenue, pay cable revenue, advertising revenue, etc.) and source of Company's gross annual revenues for the period for which payment is intended. Interest shall accrue on any and all overdue franchise fees at the rate set for delinquent property taxes.

11.2.1 Conditions of Acceptance. No acceptance of any payment shall be construed as an accord that the payment is in fact the correct amount, nor shall such acceptance of payment be construed as a release of (i) any claim Grantor may have for further or additional sums payable under the provisions of this Franchise Agreement or (ii) any other claim whatsoever.

12.0 PARENTAL CONTROL

12.1 Parental Control Device. Company shall make available to any subscriber so requesting, for lease or at a reasonable cost a "parental control device" or "lockout key" which will permit the subscriber, at his or her option, to eliminate comprehensible reception of any single channel or all of the basic service and pay cable channels.

13.0 SEVERABILITY

13.1 Rules and Regulations. All terms and conditions of this Franchise Agreement are subject to the rules and regulations of the FCC. If any provision of this Franchise Agreement is held by any court or Federal or State agency of competent jurisdiction to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, said provision shall be considered a separate, distinct and independent part of this Franchise Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof, all of which shall remain in full force and effect for the term of this Franchise Agreement.

In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with the laws, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on the parties hereto provided that it has not been renegotiated as outlined herein.

14.0 OPERATIONS

14.1 Non-Discrimination. Company shall not deny service or access, or otherwise discriminate against subscribers, programmers or other residents in violation of the Constitution of either the United States or the State of Maine, or in violation of any rule, regulation, statute, or ordinance of Grantor, the State of Maine or the United States.

14.2 Privacy. Company shall maintain due vigilance with regard to possible abuses of the right of privacy of any subscriber, programmer or resident resulting from any device or signal associated with the cable system, and

shall take all reasonable steps necessary to prevent and terminate any such abuses should they occur. Company shall comply with all applicable Federal, State and local laws and regulations respecting subscriber privacy and shall adhere to applicable industry codes of conduct which promote or enhance subscriber privacy.

14.2.1 Company agrees to comply with the subscriber privacy provision set forth in Section 631 of the Cable Act.

15.0 DELEGATION

15.1 Grantor Delegation. Grantor may delegate to any Grantor official, employee, agency or commission the authority to exercise any of Grantor's rights and authorities hereunder which may lawfully be so delegated. The Company shall be provided written notice of the delegated party.

16.0 GOVERNING LAW

16.1 Maine Law. This Franchise Agreement shall be governed by, and be subject to, the Cable Act, all applicable FCC rules and regulations and the laws of the State of Maine.

17.0 CONSTRUCTION

17.1 Channel Capacity. Company agrees to maintain the cable communications system at 750 MHz throughout the term of this franchise.

17.1.1 Emergency Power. The cable system shall incorporate equipment capable of providing standby powering of the cable system upon failure of the power furnished by the utility company. Standby powering of the headend shall be for a minimum of four hours.

17.1.2 Emergency Override. Company will comply with the FCC's Emergency Alert System requirements throughout the term of this franchise agreement.

17.1.3 Subscriber Antennae. Notwithstanding a required disconnection of subscribers' existing antennae and downloads to receivers connected to the cable system, Company shall furnish to each subscriber so requesting, at reasonable cost, a switch permitting the subscriber to change from cable reception to home antenna reception, and back, at the option of the subscriber.

Installation of such switches at the time of initial installation of service to a subscriber shall be without charge other than for such purchase cost.

17.1.4 VCR/Cable Compatibility. Pursuant to federal law, Company will provide A/B switches at the request of subscribers at a reasonable cost.

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

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

- a. All applicable Federal and State laws, rules and regulations;
- b. All generally applicable laws, codes, ordinances, rules and regulations of Grantor; and
- c. The National Electrical Code, National Electrical Safety Code, the National Cable Television Association Standard Code, and the National Safety Code. Enforcement shall be conducted by the appropriate enforcement authority.

17.2.2 Grantor Rights. Grantor reserves the right to inspect all construction and installation work and to make such tests as it shall deem necessary to ensure compliance with applicable laws, codes, ordinances and regulations and with provisions of this Franchise Agreement, and may order corrections of any violations.

17.2.3 Restoration of Damage. Company, at its expense, shall restore all damage to property, both public and private, caused by the construction, operation, maintenance or repair of the cable system, so as to return the damaged property to a condition as reasonably good as before the damage was done.

a. Such restoration shall be made as soon as practicable after completion of work necessitating the restoration.

b. In no event shall such restoration be made later than thirty days, weather permitting, after Company's receipt of notification from the owner of the property so damaged unless otherwise mutually agreed by Company and the property owner; provided, that if any such damage involves (i) curbs, sidewalks or driveways, the damage shall be repaired to the reasonable satisfaction of Grantor (curbs and sidewalks) or the owner or tenant in possession of the property (driveways) within five days; or (ii) streets, water-mains, storm or sanitary sewers, or other public facilities, such damage shall be repaired to the Grantor's reasonable satisfaction within 48 hours. If Company fails to make such restoration on a timely basis, Grantor may fix a reasonable time for such restoration and repairs and shall notify Company in writing of the restoration and repairs required and time fixed for performance hereof. Upon failure of Company to comply within the specified time period, Grantor may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by Company upon demand by Grantor.

17.2.4 Identification. Company shall ensure that all of its customer contact vehicles are clearly identified to the general public as being associated with Company, and that all of its employees, and the employees of any agents or contractors who enter upon private property wear an employee identification card issued by Company, which card shall bear a picture of said employee and shall be worn in a conspicuous place.

17.2.5 Public Ways Hazards. Any openings or obstructions in streets or other municipal or public property made by Company shall be guarded and protected at all times by the placement of adequate barriers, fences, boardings or other protective devices at the sole expense of Company. During the periods of dusk and darkness, the protective devices shall be clearly designated by warning lights.

17.3 Cable Location. Insofar as practicable, the distribution system (fiber, trunk and feeder cable) shall run along public rights-of-way.

- a. Where the cable or wire facilities of all public utilities are installed underground, Company shall install its cable distribution system underground. To the extent practicable, Company will restore landscaping to its original condition.
- b. In all areas where all public utility lines are aerially placed, if subsequently during the term of this Franchise Agreement all such utility lines are relocated underground, Company shall similarly relocate its cable distribution system underground.
- c. Wherever possible, the distribution system shall use the existing facilities of the public utilities. Poles shall not be installed for the sole purpose of supporting a portion of the distribution system without written justification and approval of Grantor, which approval shall not be unreasonably withheld, pursuant to State or Grantor's law, ordinances, rules and regulations.

17.3.1 Location of Construction. All lines, cables and distribution structure, and equipment, including poles and towers, erected, installed or maintained by Company within the Town of St. George shall be located so as not to obstruct or interfere with the proper use of streets and public ways and to cause minimum interference with the rights of property owners who abut any of the said streets and public ways, and not to interfere with existing public utility installations. Company shall not place new poles, towers or other obstructions in streets or public ways, or relocate existing poles, towers or other obstructions, without first obtaining Grantor's approval, which approval shall not be unreasonably withheld. Company shall have no vested right in any location, and such construction shall be removed by Company at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location or any future operation or location of said streets or public ways.

17.3.2 Grade or Location Changes. To the extent applicable to all utilities and other right of way users, if at any time during the term

of this Franchise Agreement Grantor shall elect to alter, or change the grade or location of any street, or shall engage in any construction, reconstruction, widening, repairs or other public works in, on or under the streets, Company shall, within one hundred twenty (120) days written notice by Grantor, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures ("fixtures") at its own expense, and in each instance comply with the Grantor's standards and specifications, where technically feasible.

17.3.3 No Interference. Company shall not place fixtures above or below ground where the same will interfere with any gas, electricity, telephone fixtures, water hydrants, or other utility use, and all such fixtures placed in or upon any street shall be so placed as to comply with all requirements of Grantor or other applicable authority, and fully comply with local regulations, including zoning ordinances.

17.3.4 Temporary Relocation. Company shall, on request of any person holding a permit issued by Grantor or other appropriate authority, temporarily move its fixtures to permit the moving or erection of buildings or other objects, with the expense of any such temporary removal to be paid in advance by the person requesting same, and Company shall be given reasonable notice of not less than twenty (20) days to arrange for such temporary relocation.

17.3.5 Tree Trimming. Company shall have the authority to trim any trees upon and overhanging Grantor's streets or public easements to the minimum extent necessary to prevent the branches of such trees from coming in contact with the wires and cables of Company, provided that, except for incidental trimming done by Company employees in the course of performing their other duties, any tree trimming done by Company shall be subject, in all respects, to Grantor's prior approval. Except in an emergency, the Company will notify the abutting property owner(s) prior to starting tree trimming work. In performing tree trimming, Company shall employ best management practices, shall use its best efforts to avoid any unnecessary damage or injury to trees, and shall comply in all respects with any Town ordinances governing tree trimming.

17.3.6 Drops. In areas where the plant facilities are located underground, drop connections to the subscriber's structure shall be underground; in other areas the drop connections shall be aerial unless the subscriber requests underground installation and elects to pay the cost thereof.

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

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

c. Each drop shall be grounded at the subscriber's structure at such location as may be specified in the National Electrical Safety Code.

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

17.3.8 Contractors, Subcontractors and Affiliates. All contractors, subcontractors and affiliates of Company must be properly licensed under all applicable federal, state and local laws and regulations. Company shall be solely and completely responsible for all acts or omissions of any such contractor, subcontractor or affiliate, or any employee or agent of any such contractor, subcontractor or affiliate in the construction, reconstruction, installation, maintenance, operation or removal of Company's cable system.

17.3.9 Completion of Work by Grantor. Upon failure of Company to commence, pursue or complete any work required by law or by the provisions of this Franchise Agreement in any street or other public place within the time prescribed and to the reasonable satisfaction of the Grantor, Grantor may, after reasonable notification to the Company, cause such work to be done with reasonable expenditures therefor and Company shall pay to the Grantor the cost thereof in the itemized amounts reported by the Grantor to the

Company within thirty (30) days after receipt of such itemized report.

18.0 ACCESS CHANNELS, FACILITIES AND EQUIPMENT

18.1 Channels. Company shall continue to provide its current level of local origination services and programming.

18.1.1 Number. Company shall continue to provide the three channels currently shared by the Town with other communities in the area, on the broadcast tier, for the exclusive non-commercial public, educational and governmental ("PEG") access use by Grantor or its designee(s).

18.1.2 Use.

a. Grantor, or its designee(s), shall have the exclusive use of Grantor's access channels.

b. Use of government, public and educational access channels shall be for non-commercial purposes only. Use of public access channels shall be subject to such rules as Grantor, or its designee(s), may agree upon and adopt.

18.1.3 Charges. There shall be no charge by Company for the use of the access channels. Grantor shall not charge fees to users of PEG channels, except as reimbursement for any direct, incremental expenses to repair or replace changed or missing equipment or property.

19.0 PERFORMANCE STANDARDS

19.1 Technical Standards. Subject to section 7.1 above, all signals carried on the cable system shall be transmitted to subscribers without material degradation and with a quality no less than that prescribed by rules of any Federal or State regulatory agencies having jurisdiction. Anything contained in this Franchise Agreement to the contrary notwithstanding, the technical specifications, operation and performance of the system shall, at minimum, conform at all times to the specifications established by any Federal or State regulatory agencies having jurisdiction thereof, and such specifications existing on the effective date hereof, whichever is of the higher quality. Should there be any occasion during the term of this Franchise Agreement when, for whatever reason, there are no Federal or

State rules specifying technical and performance standards governing the cable system operated hereunder, or there are such rules but they do not cover all of the technical and performance aspects covered by such rules in effect on the effective date of this Franchise Agreement, then and in such event both parties may mutually agree to establish such standards. Any such standards established by Grantor may be adopted only after being considered in a public hearing, with due notice and an opportunity for all interested parties to be heard. Any such standards must be technically feasible.

19.2 Performance Testing. At such time as the performance monitoring and testing, conducted pursuant to requirements of any Federal or State regulatory agencies having jurisdiction, provides evidence that the cable system transmissions do not meet the prescribed standards, the performance monitoring and testing shall be repeated for all segments of the cable system which do not meet such prescribed standards, upon completion of the necessary repair or adjustment, notwithstanding the lack of such requirement by the Federal or State agencies, and a report of the second test submitted to Grantor; provided, that Company shall not be required to furnish any such reports with respect to technical problems discovered in the course of Company's routine maintenance testing, except as may be specifically requested by Grantor in each instance. Company shall provide and keep accurately calibrated test equipment on hand at all times for the testing of all services and operational standards outlined in this Franchise Agreement.

20.0 MAINTENANCE AND REPAIR

20.1 Maintenance Policy. Company shall promulgate and adhere to a preventative maintenance policy directed toward maximizing the reliability (mean-time-between-malfunctions) and maintainability (mean-time-to-repair) of the cable system with respect to its delivery of service to subscribers at or above the performance standard set forth herein. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments, installations or other maintenance activities, Company shall do so at such time as will cause the least inconvenience to subscribers. Except in an emergency and except for insignificant interruptions of thirty minutes or less which may occur during the course of normal maintenance and service, the company will use its best efforts to limit interruptions to the hours between midnight and 6:00 a.m. In the case

of rebuild operations, service may be interrupted as necessary during normal daytime hours.

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

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

20.2.2 Company will comply with customer service standards promulgated by the FCC and the State of Maine.

20.2.3 Subscriber-Owned Equipment Excluded. The requirements for maintenance and repair shall not apply to subscriber television or radio receivers or other subscriber-owned equipment.

20.3 Records. Company shall maintain records of all written complaints to the extent that such complaints and notations are normally recorded in the Company's computerized billing and customer history files, regarding quality of service, equipment malfunctions, billing procedure, employee attitude and similar matters. Such records shall show the exact date and time of receipt of all such customer complaints, the nature of the complaint and the exact time action was taken by Company in response thereto, together with a description of such action. Company shall also maintain a record of all whole or partial system outages, including the date, approximate time and duration, type and probable cause of each outage, except for outages caused by routine testing or maintenance. Such records shall be available at Company's local office for at least two years, for inspection by Grantor as it may from time to time request, during regular business hours and upon reasonable notice. Company shall, upon written request, but not more than once annually, provide Grantor a written summary of the above records. Company shall, within thirty (30) days after receiving a written request therefore, send a written report to Grantor with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken. All reports will comply with federal and state privacy laws.

21.0 COMMENCEMENT OF SERVICE TO SUBSCRIBERS

21.1 Commencement of Service. Company shall furnish cable service, as herein provided, to all locations in the Town of St. George as requested by the owner or occupant at each location (and in accordance with section 2.3 herein), within the time limits specified below.

21.2 Time of Installation. Service to any subscriber served by a standard aerial drop shall commence by not later than 7 business days after service is requested; service to any subscriber served by a standard underground drop shall commence by not later than 45 days after service is requested unless additional time is required by severe weather or other circumstances outside of Company's control; subject, in either case, to section 7.1 above. Company shall exert every reasonable effort to commence service to a subscriber served by a non-standard drop as expeditiously as possible. A standard drop, for which the subscriber shall be charged Company's standard installation fee, is a drop running not more than two hundred (200) feet from feeder cable to the subscriber's structure; provided, that any installation which requires Company to cross a street underground shall be considered a non-standard installation. If the Company schedules an appointment with a subscriber for an installation, repair or other service call, and the Company fails to arrive at the subscriber's premises within 30 minutes of the scheduled time for reasons not caused by the subscriber, the Company shall make no charge to the subscriber for any make-up or late installation or service call.

22.0 SUBSCRIBER RATES AND CHARGES

22.1 Regulation. Grantor shall have the right to regulate charges to subscribers, and may require that all such charges and any changes therein, be subject to Grantor approval to the extent allowed by Maine and federal law and regulations, as the same may be amended from time to time.

22.2 Rate or Service Discriminations: Special Classifications. Company shall not subject any person to any prejudice or disadvantage, preference or advantage in connection with rates, charges, service facilities, rules or regulations. Nothing herein shall prohibit the establishment of a graduated scale of rates for classified schedules to which any subscriber within such classification shall be entitled.

22.3 Free Cable Service.

a. Company shall provide one outlet of basic cable service to one television, or its digital equivalent in the event such analog tier is not longer offered, to each public primary and secondary school, public library and municipal administration building located within two hundred (200) feet of Company's distribution plant. Should the distance be greater than 200 feet, the institution shall pay Company all direct incremental costs incurred to accomplish the installation in excess of 200 feet. There shall be no charge for the basic subscriber service, or its digital equivalent, or installation thereof. If additional outlets of cable service are requested for a specific municipal or school building, the Grantor shall be responsible for any direct, incremental costs of installing the additional wiring and outlets. Company will provide material for internal wiring but will not be responsible for installation.

b. The Company shall verify the location of each connection, with the proper officials of each of the institutions entitled to such free Drop, Outlet, Converter, or Basic Service connection prior to installation.

c. Company's obligation to provide the financial commitments imposed by the Grantor in this agreement are conditioned upon the Grantor's acknowledgment of Company's ability to pass through such costs to subscribers consistent with FCC rate regulations. The Grantor agrees that it will not challenge either the method or length of amortization for any such capital costs, expenditures or one time operating grants. Company seeks to pass through consistent with FCC rate regulations.

22.4 Pro-Rated Service. In the event a subscriber's service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a subscriber, the appropriate refund shall be made by Company to the subscriber within thirty days of such termination.

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

22.6 Disconnection For Non-Payment. Company shall have the right to disconnect a subscriber for failure to pay an overdue account, provided that, the disconnection is accomplished in accordance with State law and applicable FCC Regulations.

In the event of a billing dispute, and at the request of Grantor, Company shall meet with Grantor or its designee to attempt to negotiate in good faith a resolution to the billing dispute.

22.7 Notice of Rates and Programming. All rates and charges associated with the provision of cable service and the lease of channel space shall be published. A written schedule of all such rates currently in effect, including special and promotional rates, shall be available and obtainable in person or by mail upon request during business hours at the Company's business office and at the Town Clerk's office.

a. Annually, the Company shall provide to each subscriber and the Town a complete schedule of all services, rates and charges for cable service provided by the Company and of the programming offered and channel alignment. Such information shall also be provided to all new or prospective subscribers prior to installation or commencement of service.

b. Such information shall be written in plain English and shall include, but shall not be limited to, the following: all services, tiers and rates, deposits, if applicable, installation costs, additional television set installation charges, service upgrade or downgrade charges, stolen or lost converter charges, charges for lockout devices and for connecting video cassette recorders to the cable system.

22.8 General Customer Service. Company shall comply with any and all customer service standards provided under Maine law, Federal law, FCC regulations, including those regulations found at 47 C.F.R. §76.309, and as promulgated by the cable industry, (such as NCTA standards), as well as with the provisions of this Franchise Agreement.

23.0 PUBLIC COMMUNICATIONS

23.1 Business Office. The business office, shall be staffed during normal business hours by at least one trained person in responsible charge of Company's operation hereunder, shall have a listed toll free telephone, which shall be available to subscribers twenty-four (24) hours a day, seven (7) days a week, and shall be capable of receiving complaints, requests for adjustments and service calls.

24.0 SUBSCRIBER COMPLAINTS

24.1 Complaint Policy. Company shall promulgate within 120 days, a written policy statement setting forth the procedure for reporting and resolving subscriber complaints and shall furnish a copy thereof to each new subscriber and to Grantor, and thereafter, annually, to Grantor and all subscribers. Such notice shall comply in all respects with the Cable Act, FCC Regulations, Maine law and this Franchise Agreement.

24.2 Company Response. Company shall receive subscriber complaints at its business office serving Grantor and shall handle all such complaints promptly but in no event later than as set forth in sections 24.2.1 and 24.2.2 below.

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

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

25.0 RECORDS AND REPORTS

25.1 Maintenance and Access. Company shall at all times maintain complete and accurate books of account and records of its business and operations and all other records required by this Franchise Agreement, shall allow Grantor to inspect and/or audit all gross annual revenues records upon not less than seven working days' notice, and shall allow Grantor to inspect such other records as are required to be maintained and reasonably necessary to monitor compliance with this agreement. Grantor may inspect all of Company's accounting and financial records in connection with any

proposed extension or renewal of this Franchise Agreement. Any audit by Grantor hereunder shall be at its expense unless such audit shall disclose an underpayment of 5% or more of the franchise fees payable for the period of the audit, in which event Company shall reimburse Grantor for the expense of such audit.

25.1.1 Location. Any records not maintained at Grantor's business office shall be made available to Grantor at such location upon request affording reasonable notice therefor.

25.1.2. Proprietary Documents. Company shall not be required to provide documents or information it deems proprietary.

25.2 Court and Regulatory Agency Reports and Filings. Company shall submit to Grantor, upon written request, copies of all pleadings, applications, reports, communications and documents of any kind except tax returns and Company's Comments in FCC proposed rule making proceedings, submitted by Company or any parent of Company to, as well as copies of all decisions, correspondence and actions by, any Federal, State and local courts, regulatory agencies and other government bodies relating to its cable television operations in St. George.

25.3 Annual Report. Company agrees that within 90 days of receipt of a written request from Grantor, Company shall submit an annual report to Grantor for the prior year, which report shall include at a minimum:

- a. Total number of subscribers in the municipality, including a breakdown of subscribers taking basic cable service, and premium services as of December 31 of the prior calendar year.
- b. The increase or decrease in the number of subscribers over the prior calendar year for the municipality.
- c. Total miles of cable plant in the municipality.
- d. A specific description of the age and architecture of the cable plant serving the municipality.
- e. A specific description of any line extensions in the municipality in the prior calendar year, including street names, distances, and start/end points.
- f. Upon request, Company shall provide the Town with a copy of its annual FCC proof of performance test.
- g. Any price changes in the prior year.

26.0 MISCELLANEOUS

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

26.2 Notices. Notices required to be sent to Grantor shall be in writing and shall be delivered by hand, or shall be sent by certified mail, return receipt requested, in either case to the Town Manager, Town of St. George, Route 131 PO Box 131, Tenants Harbor, Maine, 04860 or such other address as may be designated by Grantor in writing. Notices required to be sent to Company shall be in writing and shall be sent by certified mail, return receipt requested, to Adelphia Cable Communications at 200 Minuteman Road Suite 102, Attn: Legal Department, Andover, MA 01810, with a copy to Company at 83 Anthony Avenue Attn. General Manager Augusta, ME 04330.

26.3 Effect on Prior Agreements. This Franchise Agreement shall supersede any prior agreements between the parties. Immediately upon the taking effect of this Franchise Agreement, all prior agreements and any and all extensions thereof, shall terminate and shall have no further force and effect; provided, however, that any vested rights relating to billings and the Grantor's rights to receive franchise fees shall not be affected thereby.

26.4 Failure to Enforce Provisions: No Waiver of Rights. The Company shall not be excused from complying with any of the terms and conditions of this Franchise Agreement by any failure of the Grantor upon one or more occasions to insist upon or to seek compliance with any such terms or conditions. No course of dealing between the Company and the Grantor, nor any delay on the part of the Grantor in exercising any rights hereunder, shall operate as a waiver of any such rights of the Grantor or acquiescence in the actions of the Company in contravention of such right, except to the extent expressly waived by the Grantor or expressly provided for in this Franchise Agreement. No decision by the Grantor to invoke any remedy under this Franchise Agreement or under any statute, law or ordinance shall preclude the availability of any other such remedy.

26.5 Warranties. Company warrants, represents and acknowledges that, as of the Execution Date of this Franchise Agreement:

- a. The Company is duly organized, validly existing and in good standing under the laws of the State;
- b. The Company has the requisite power and authority under applicable law and its bylaws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the execution date of this Franchise Agreement, to enter into and legally bind Company to this Franchise Agreement and to take all actions necessary to perform all of its obligations pursuant to this Franchise Agreement;
- c. This Franchise Agreement is enforceable against Company in accordance with the provisions herein; and
- d. There is no action or proceedings pending or threatened against Company which would interfere with performance of this Franchise Agreement.

27.0 LEVEL PLAYING FIELD. The Town agrees that any grant of additional franchises or other authorizations including OVS authorizations by the Town to any other entity to provide video or other services similar to those provided by Company pursuant to this agreement and over which the Town has regulatory authority shall cover the entire territorial area of the Town and shall not be on terms and conditions more favorable or less burdensome to the company of any such additional franchise than those which are set forth herein.

28.0 FINAL RESOLUTION

28.1 General. The agreement expressed herein, in writing, constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals, oral statements of any kind, and no oral statement shall add to or supersede any of its provisions and can not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be executed by their duly authorized representatives this 1st day of November, 2004.

Witness

Beth A. Smith

TOWN OF ST. GEORGE

John Falla

By: John Falla
Its: Town Manager

Witness

Kim Hayden

FrontierVision Operating
Partners, LP d/b/a
Adelphia Cable Communications

Robert G. Wahl

By: Robert G. Wahl
Its: Senior Vice President
Operations

December 9, 2004