CATV LICENSE FOR TOWN OF LISBON, MAINE
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AGREEMENT made as of the [ ] day of [ ], 1996 between the TOWN OF LISBON ("Town") and A-R CABLE SERVICES-ME, INC. ("A-R"), having its principal office at Onc Media Crossways, Woodbury, New York 11797.

WHEREAS, A-R has applied to the Town for a renewal of its franchise granting it the right to construct and operate a cable television system within the geographical boundaries of the Town; and

WHEREAS, A-R is providing such service to the Town of Lisbon pursuant to a franchise dated July 17, 1985 (the "Existing Franchise"); and

WHEREAS, the Town has determined that it is in the best interests of the Town to grant a non-exclusive Renewal License to A-R.

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Definitions: For the purposes of this franchise, 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.
   (a) "Access" or "Access Cablecasting". Cablecasting on the cable system's public, educational, governmental or commercial access channels.
      i. "Government Access Channel". A channel or portion thereof allocated for use by Town.
      ii. "Educational Access Channel". A channel or portion thereof allocated for the carriage of educational programs.
(j) "Downstream Transmissions". Signals traveling from the headend to the subscriber's location.

(k) "FCC". The Federal Communications Commission.

(l) "GNP-Pi". The final Gross National Product fixed weight price index published annually by the United States Department of Commerce for the preceding year.

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

(n) "Parent". (When used in reference to A-R.) Any person holding direct or indirect ownership or control of twenty percent or more of the rights of control of A-R.

(o) "Person." Any person, firm, partnership, association, corporation, company or other entity of any kind.

(p) "Premium Programming". Optional additional programming services for which a per program or per channel fee is charged.

(q) "Subscriber". Any person lawfully receiving service from the cable system.

(r) "Upstream Transmissions". Signals traveling from subscriber or other originating points on the cable system to a headend or sub-headend.

(s) "Two-way Capability". The ability to transmit audio, video and digital signals upstream and downstream on the cable system.
Other Definitions. Any term defined in FCC rules and/or regulations as of the effective date of this franchise, 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 rules and/or regulations.

2. Grant:

(a) The Town hereby grants to A-R the non-exclusive license for the term set forth in Paragraph "3", to erect, construct, reconstruct, maintain and operate in, upon, along, across, above and under the present and future streets, sidewalks, alleys, utility easements, public land and places in the Town, ‘all necessary apparatus including but not limited to poles, wires, cables, underground conduits, manholes and other cable conductors and fixtures necessary for the maintenance and operation in the Town of a cable television system for the interception, sale and distribution of audio, video, digital and other forms of electronic and electric signals to subscribers both within and beyond the limits of the Town.

(b) In the event the Town grants a franchise to any other person or entity, it shall cover the same geographic area as this franchise and be subject to the same density requirements with respect to its construction obligations. Provided, however, that the Town may provide any such franchisee such time as the Town deems reasonably necessary and appropriate to install a Town-wide system complying with those density requirements. In the event that any such franchise contains other terms and conditions which are more favorable to the franchisee thereunder than the terms and conditions applicable to A-R under this franchise, the parties agree that A-R shall have the option of incorporating said terms and conditions into this franchise. The Town shall provide A-R with a copy of any proposed
additional franchise, and A-R shall have thirty (30) days from the receipt thereof to notify
Town of any provisions that A-R contends are more favorable to the proposed franchisee. If
said provisions are contained in a final Franchise Agreement, the Town shall notify A-R in
writing and A-R shall have thirty (30) days to notify the Town in writing of its election to
incorporate similar provisions into this franchise, and the parties shall cooperate in the
processing of an amendment to that effect.

3. **Conditions of Acceptance:**

The Grantee expressly acknowledges that in accepting this Franchise it has
relied on its own investigation and understanding of the power and authority of the Town of
Lisbon in connection with the franchising of this activity and this Agreement. By acceptance
of this Franchise, Grantee acknowledges that the Town has exercised its power and authority
herein in good faith. The Grantee further acknowledges that it has reviewed, studied and
considered any requirements relating to the upgrading of the network, funding and provision
of community access, services and equipment, and all other requirements and provisions of
the Franchise Agreement and finds that all of these requirements and provisions are
consistent with statutory requirements. A-R further acknowledges that it has not been
induced to enter into this Agreement by any understanding or promise or other statement,
verbally or in writing, by or on behalf of the Town concerning any term or condition of this
Agreement that is not included herein. A-R further acknowledges that in accepting this
franchise it has reviewed and understands the terms and conditions incorporated by reference
and is willing and accepts the risks of the meaning of such terms and conditions. A-R
further acknowledges and accepts the legal right of the Town to issue a franchise. A-R
further acknowledges that this Franchise Agreement supersedes and is in lieu of any prior Agreement and that no rights in any prior Franchise Agreement survive the implementation of this Agreement.

4. **Acceptance Procedures:**

Following the Town’s approval of this Agreement and its acceptance by A-R, the rights, privileges, authorities and responsibilities pursuant to the Agreement shall take effect on the date following the expiration of the previous franchise, provided that within thirty (30) days from the date of such acceptance by A-R, A-R shall file with the Town the following:

1. A notarized statement signed by a duly authorized representative of A-R of the unconditional acceptance of the Franchise, together with a statement of the authority of the signatory on the statement.

2. Such certificates of insurance as may be required under this Agreement, Municipal Code, State Statute, or otherwise.

3. Any performance bond required under the terms of this Agreement, Municipal Code, State Statute, or otherwise.

Upon the execution of the Franchise Agreement by this Grantee and compliance with the requirements of 1 through 3 above within the thirty (30) day period, all prior Franchise Agreements shall be superseded and have no further force and effect and all privileges and rights under any such Agreements shall be terminated.
5. **Term:**

   (a) The non-exclusive cable television franchise granted herein shall be for a term extending through October 7, 1999 which date is four (4) years from the date that the current franchise expires. In the event that on or before the third anniversary of the date this Agreement is executed, A-R has substantially completed the upgrade of its system by increasing its channel capacity to a minimum of 54 channels, then the term of the franchise shall be extended to October 7, 2005.

   (b) The Town and A-R shall meet within one (1) month of the conclusion of (i) year three (3) of this Agreement, and (ii) if renewed pursuant to § 3 (b) above, after the fifth (5) and eighth (8) years, for the purpose of evaluating A-R's performance of its obligations under this Agreement.

6. **Exercise of Police and Regulatory Powers, Compliance:**

   A-R acknowledges that its rights and privileges under the terms and conditions of this Agreement are subject to the powers of the Town, including all of its home rule powers, to adopt and enforce general ordinances and regulations deemed necessary and appropriate to protect the safety and welfare of the inhabitants. This includes all powers now in existence or subsequently vested in the Town. A-R shall at all times during the term of this Agreement be subject to all lawful exercise of the police power by the Town and shall comply with all applicable laws, ordinances and regulations enacted by the Town pursuant to any such lawful authority. Any conflict between the terms of this Franchise Agreement and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.
7. **Conditions of Occupancy of Sidewalks and Streets:**

(a) All street and sidewalks disturbed or damaged in the construction or maintenance of said cable lines and other appurtenances and all other property damaged or destroyed by A-R shall be promptly repaired or replaced by A-R at its expense in accordance with Town specifications and to the Town's reasonable satisfaction. In the event that repairs to public property have not commenced within 24 hours of the Town's notifying A-R of such damage, or A-R has not made diligent efforts to promptly complete such repairs, the Town shall have the right to repair the damaged property and bill A-R, at the Town's cost. In the event that A-R fails to pay such a bill from the Town within fifteen (15) days of its receipt by A-R, A-R shall be obligated to pay interest with respect to same in the amount of 2% per month.

(b) A-R shall have the right to attach its wires to existing poles owned by the Town or any agency of the Town without payment of annual rental fees, provided A-R shall pay in advance for all costs of rearrangement of existing wires necessary to achieve clearances as specified by the National Electrical Safety Code, and provided further that all such poles are identified and inspected by the Town's engineer prior to any attachments.

(c) A-R shall have the right and authority, to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, public utility easements, sidewalks, and public places in the Town so as to keep the same clear of its poles wires, cables, conduits, and fixtures.

(d) If any time during the term of this franchise the Town shall lawfully elect to alter or change any street, alley, easement, or other public way requiring the
relocation of the facilities of A-R, then in such event, A-R, at its expense, upon at least thirty (30) days written notice by the Town, shall, to the extent necessary to accommodate the change, remove, relay and relocate its facilities.

(e) A-R shall, upon the request of any person wishing to move a building or other similar large object, temporarily raise or lower its wires to permit such moving. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and A-R shall be given not less than five (5) working days advance notice to arrange for such temporary wire changes. A-R shall have the right to demand a deposit by certified check equal to the estimated cost of such temporary rearrangement of its plant and facilities at least two (2) full working days prior to temporary wire changes. The Town and A-R shall each promptly notify the other upon receipt of notice from any third party that he or she plans to move a building or other similar large object. Upon completion of the move, A-R shall present a final bill to the person moving the house or object.

8. Compliance with Applicable Laws:

(a) All applicable laws, and the rules and regulations of the FCC as of the effective date hereof, are deemed to be part of this franchise.

(b) All services or work to be performed by A-R hereunder, including all working conditions and facilities associated with the construction, operation, maintenance or repair of the Cable Television System shall comply with (i) all applicable Federal, State and local laws, rules and regulations including but not limited to all regulations of the FCC and
regulations of the Town and ii) the National Electrical Code, National Safety Code, the National Cable Television Association Standard Code, and the National Safety Code.

(c) In the event: (i) any such law, rule or regulation is hereafter amended, changed or repealed, or (ii) any new such law, rule or regulation is adopted or promulgated applicable to cable television service after the effective date of this franchise, and (iii) the Town has any option, whether pursuant to such law, rule or regulation or otherwise, as to its applicability to this franchise, it being understood that the Town shall have such option unless expressly prohibited, then and in such event such new, amended, or changed law, rule or regulation, or such repeal (collectively called "change"), shall be applicable to this franchise unless the Town notifies Company in writing that it has elected not to include such change.

9. **Indemnification of Town:**

(a) A-R hereby agrees to indemnify and hold harmless the Town, its officers, agents, and employees for and from any and all claims, losses, costs, expenses, demands, and judgments (including but not limited to reasonable legal fees and expenses) and any other liability for which the Town can or may be held liable either directly or indirectly by reason of and/or arising out of the installation, construction, operation and/or maintenance of the cable system herein authorized, and it is a condition of this Agreement that the Town shall not and does not, by reason of the franchise granted herein, assume any liability whatsoever either to person, persons and/or property on account of same, provided that A-R shall have no liability for claims arising out of or resulting from the negligence or recklessness of the Town, its officers, agents or employees.
(b) A-R shall file and maintain with the Town throughout the term of this Agreement, a certificate of insurance issued by a company authorized to do business in this State, evidencing A-R's insurance with respect to the installation, construction, maintenance and operation of the cables, appurtenant devices thereto, and building connections herein authorized in the following amounts: (1) for bodily injury including death in (a) the minimum amount of $5,000,000 for any one person, or occurrence, and an umbrella policy in the minimum amount of $10,000,000; (2) for property damage in the minimum amount of $5,000,000; (3) for automobile liability in the minimum amount of $1,000,000; (4) workers compensation, including disability benefits and any other legally required benefits in statutory amounts. A-R shall name the Town as an additional insured. Such certificate of insurance shall contain an endorsement stipulating that the coverages afforded by the policies will not be cancelled or modified, without thirty (30) days prior notice to the Town. Such endorsement shall not change A-R's obligation hereunder to maintain continuous insurance coverage as described above.

10. **Tort Claim Immunity:**

Nothing herein shall be deemed to be a waiver of any of the immunities applicable to the Town under the Maine Tort Claims Act, 14 M.R.S.A. Section 8101 et.seq..

11. **Responsibilities for Affiliates Acts or Omissions:**

During the term of this Franchise Agreement, A-R shall be liable to the Town for any of the acts or omissions of its affiliates or agents while such affiliates or agents are involved in the construction, reconstruction, installation, maintenance or operation of A-R's
cable television system as if the acts or omissions of such affiliates or agents were the acts or omissions of A-R itself.

12. Removal of Facilities:

Upon expiration, termination or revocation of this franchise, A-R, at its sole cost and expense and upon direction of the Town, shall remove the cables and appurtenant devices constructed or maintained in connection with the services authorized herein.

13. Operation, Service and Maintenance of System:

(a) A-R shall construct its cable system using materials of good and durable quality and all work involved in the construction, installation, maintenance and the repair of the system shall be performed in a safe, thorough and reliable manner.

(b) All technical specifications and the operation of the systems shall at all time conform to the specifications established by the Federal Communications Commission ("FCC"), the National Electrical Safety Code and any State regulatory agency with jurisdiction.

(c) The signal of any television or radio station carried on A-R’s Cable System shall be carried without material degradation in quality within the limits imposed by the nature of the technical equipment used in A-R’s Cable System, and as set forth by the FCC. A-R’s Cable System shall be operated so that there will be no interference with television reception, radio reception, telephone communications, or other installations which are now installed or in use by the Town or any person in the Town.
14. **Inspections:**

The Town reserves the right during the course of this Agreement to upon reasonable prior notice, inspect all equipment, property, construction and installation performed or utilized in implementing this Agreement and to perform network measurements, in order to ensure compliance with the terms of this Agreement and applicable State and Federal laws, regulations and guidelines.

15. **Line Extension Procedures For Residential Subscribers:**

   (a) The Cable System shall be extended automatically, at A-R’s sole cost and expense, from existing cable plant to any and all areas of the Town containing twenty (20) year round residential homes per mile of cable plant or fractional proportion thereof. A-R agrees to complete construction no later than three (3) months following notification from the Town, provided that A-R has obtained all permits, and licenses necessary to complete construction. A-R agrees to provide the Town, upon request of the Town Manager, copies of its applications for licenses and permits required to commence construction. A-R agrees to diligently pursue applications for any such permits and licenses. Notwithstanding the foregoing, service shall be extended to previously unserved areas of River Road, Hudon Road, Mill Street, Webster Road, and the group of streets off of and including Bowdoinham Road, being Route #125 from the Gould Road to the Bowdoin Town Line. The areas covered by this line extension are more particularly described in the Map attached to the Agreement as Exhibit A. This extension project will be completed during 1996 pending and subject to the timing and completion of make-ready work on the Webster Road extension.
(b) The Cable System shall be further extended to all areas of the Town that do not meet the requirements of subsection (a) above upon request of the prospective subscribers and upon payment of the requisite subscriber contribution in aid of construction, in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking capital cost for extending such service divided by the number of subscribers in such area minus the costs of extending service to the subscriber in an area that meets the twenty (20) year round residential homes per mile of cable plant and/or fractional proportion thereof, density requirement specified in subsection (a) above. The resulting cost shall equal the per subscriber contribution relating to line extension of cable service in that particular area of the Town, or

\[
\frac{C - CA}{LE \cdot P} = sc
\]

* C equals the cost of construction of new plant from the termination of existing cable plant;

* CA equals the average cost of construction per mile in the primary service area;

* P equals the 20 subscribers per linear mile of plant;

* LE equals the number of dwelling units requesting service in the line extension area;
SC equals the per subscriber contribution in aid of construction in the line extension area.

(c) Any potential subscriber located in an area of the Town without cable television service may request such service from A-R. In those areas with less than twenty (20) year round residential homes per mile, A-R shall, within thirty (30) days following a request for service, conduct a survey to determine the number of homes in the immediate area and shall inform each potential subscriber of the possible contribution in aid of construction (see Section 10(b) above) that will be charged.

(d) During the three (3) year period commencing with the completion of any particular line extension contemplated in subsection (b) above, A-R shall pay a pro-rata refund to any previous subscribers who made a contribution in aid of construction, as new subscribers are added to that particular line extension; provided, however, that A-R need only make good faith efforts to locate such previous subscribers. The amount of refund shall be determined by application of the line extension formula, contained in Section 10(b) above, reducing the per capita contribution in aid of construction each time a new subscriber is added. Any refunds due shall be paid annually to subscribers, or former subscribers, entitled to receive such a refund. In the event that A-R is unable to locate subscribers entitled to a refund within a thirty (30) day period, said refund, less administrative costs, shall be returned or credited to existing subscribers in said line extension area, on a pro-rata basis.

(e) Service to subscribers served pursuant to Section 15(b) shall commence by no later than three (3) months after the date upon which A-R becomes obligated to offer service pursuant hereto, provided that A-R has obtained all permits and licenses necessary to
provide service to said subscribers. A-R agrees to diligently pursue applications for any such permits and licenses.

16. **Line Extension For Commercial Establishments:**

A-R shall make cable television service(s) available to any commercial establishments in the Town; provided, however, that A-R shall provide service to such commercial establishments upon reaching a reasonable agreement regarding terms and costs of initial installation, including any line extension costs, at the sole expense of such commercial establishments.

17. **Restoration of Damage:**

A-R, at its sole expense, shall restore all damage to public property caused by the construction, operation, maintenance or repair of the cable system. Such restoration shall be made as soon as practicable after completion of work necessitating the restoration, and shall be done in a manner approved by the Town. In no event shall such restoration be made later than ten days, weather permitting, after A-R's receipt of notification from the Town unless otherwise mutually agreed by A-R and the Town; provided, that if any such damage involves pavements, curbs, sidewalks, driveways, water mains, storm or sanitary sewers or other public facilities, the damage shall be repaired to the Town's satisfaction within 24 hours. In the event that the aforesaid repairs to public property have not commenced within 48 hours of the Town's notifying A-R of such damage, or A-R has not made diligent efforts to promptly complete such repairs, the Town shall have the right to repair the damaged property and bill A-R, at the Town's cost.
18. **Subscription Rates:**

(a) Subscription to the services herein authorized shall be wholly voluntary and optional to the residents of the Town.

(b) The rates as of the date of this agreement for services available for subscription are annexed hereto as Exhibit A. A-R shall notify the Town and all subscribers of any change in subscriber rates, programming services or channel positions, thirty (30) days prior to its implementation.

(c) The rates set forth in Exhibit A for the stations which comprise the Basic Service, as well as the rates for equipment, including converters, remotes and additional outlets, may be increased only in accordance with the 1992 Cable Act, and the regulations promulgated thereunder.

(d) The rates set forth in Exhibit A for Cable Programming Services may be increased, at the option of A-R, upon thirty (30) days advance notice. Rates for Cable Programming Services are subject to FCC regulation and possible rollback in response to specific complaints.

(e) all other rates may be increased, at the option of A-R, upon 30 days advance notice.

(f) In the event the relevant provisions of the 1992 Cable Act are modified, declared unconstitutional, repealed or otherwise restricted, A-R reserves the right, consistent with the terms of the 1992 Cable Act as subsequently modified, amended or restricted, to change its rates for Basic Service, equipment or Cable Programming Services upon providing the Town and the subscribers with thirty (30) days advance notice.
To the extent that Federal or State law or regulation now, or by amendment in the future, authorizes the Town to regulate the rates for any particular service tier, service package, equipment, or any other service provided by the Company, the Town shall have the right to exercise rate regulation or to refrain from regulation for any period of time, as permitted by applicable law.

19. **Performance Bond:**

(a) **Performance Bond.** A-R shall obtain and maintain during the entire term of the franchise, at its sole cost and expense, and file with the Town, an irrevocable performance bond, to guarantee the faithful performance by A-R of all of its obligations under this franchise. Such performance bond shall be in the amount of $10,000.

(b) **Conditions.** The performance bond shall provide, but not be limited to, the following conditions:

(i) There shall be recoverable by Town, jointly and severally from the principal and surety, any and all penalties due to Town and any and all damages, losses, costs and expenses suffered or incurred by Town resulting from the failure of A-R to comply with one or more provisions of the franchise; provided that no demand shall be made on the bond unless and until the Town has found A-R to be in default of this Agreement in accordance with the provisions of Paragraph 21(a).

(ii) Not less than thirty days’ prior notice to Town shall be provided of A-R’s intention to cancel, materially change, or not to renew the
performance bond. Such notice shall not change A-R’s obligation hereunder to maintain a continuous performance bond as described above.

(c) Forfeiture. The total amount of the bond shall be forfeited in favor of Town in the event:

(i) A-R abandons the cable system or any part thereof at any time during the term of the franchise; or

(ii) there is any change in ownership of the cable system except in compliance with the provisions of Paragraph 21(a), (b) or (c) hereof.

20. Consumer Service Standards. A-R shall maintain service to its customers in accordance with the customer service standards of the National Cable Television Association and as required by the 1992 Cable Act and rules and regulations promulgated thereunder. All customer services shall be subject to the terms and conditions of the consumer rights and protections enumerated in 30-A M.R.S.A. Section 3008 and 3010.

21. Assignment:

(a) There shall be no transfer of the franchise, or any of the rights, privileges and immunities contained herein, without the prior approval of the Town, and the Town hereby agrees that it will not unreasonably withhold or delay such approval; provided that the Town shall have one hundred twenty (120) days to review and act on A-R’s application. If the Town has not acted within said time, Town approval shall be deemed to have been given.

(b) Notwithstanding subsection (a) hereinabove, A-R may transfer the franchise or any of the rights, privileges and immunities contained herein to a company
under common ownership, management and/or control without the prior approval of the Town.

(c) Notwithstanding subsection (a) hereinabove, A-R shall have the right to pledge this franchise as security for financing.

22. Notification of Changes of Control:

A-R shall promptly notify the Town of any agreement or formalized transaction which would result in a change in, or transfer of, or acquisition by any other party of, control of A-R. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a transfer of control has occurred shall arise upon the disposal by A-R, directly or indirectly, by gift assignment, voluntary sale, merger, consolidation, or otherwise, of Twenty Percent (20%) or more at one time of the ownership or controlling interest in the Cable Television System, or Thirty Percent (30%) accumulatively over the term of this franchise Agreement of such interest to a corporation, partnership, limited partnership, trust or association, or person or groups of persons acting in concert.

23. Termination of Franchise:

(a) In addition to all other rights reserved to the Town under this franchise, or by law, and not in substitution thereof, the Town reserves the right to terminate this franchise, in the sole discretion of the Board of Selectmen in the event that A-R shall be in default of or fail to comply with any material term, condition, requirement or limitation contained in this franchise.
(b) A-R shall not be declared in default of any provision contained herein unless A-R shall have been notified by the Town, in writing, of the condition or act for which a violation is alleged. A-R shall have a period of thirty (30) days in which to cure such condition or act, or in the event that by its nature, the condition or act cannot be cured within such thirty (30) day period, to take reasonable steps to cure such condition or act. Thereafter a default shall be declared only by resolution of the Board of Selectmen after publication of public notice, the giving of notice to A-R and the granting to A-R of an opportunity to be heard.

24. Public, Educational and Municipal Access:

A-R shall provide and maintain without a charge for its use, a composite public, educational and governmental access channel for use by the Town. Upon completion of an upgrade to the cable system to 54 channels, an additional single discrete channel for the sole use of the Town for government and education access shall be provided on which:

(a) The Town may cablecast such civic and informational programming as the Town may desire.

(b) The schools within the Town may cablecast educational and instructional programming.

(c) The public residing within the Town may cablecast programming on public access pursuant to A-R’s access rules then in effect.

(d) Anything contained herein to the contrary notwithstanding, A-R may utilize any time not otherwise used on such channel for its own programming; provided that access use shall have priority at all times.
(e) Use of the public, educational and governmental ("P.E.G.") access channel and the discrete channel to be provided pursuant to subsection (a) above shall be for non-commercial purposes only. A-R shall be responsible for developing, implementing, interpreting and enforcing reasonable rules for access channel use. A copy of its current public, educational and governmental access rules is attached hereto. In the event A-R changes or modifies its present public, educational and governmental access rules, it shall provide a copy of the proposed changes or modifications to the Town Council, which shall have thirty (30) days in which to provide comments to A-R concerning the proposed changes or modifications.

(f) A-R will construct a return line from Lisbon High School to its headend in Lewiston in order to allow for live coverage of Lisbon's annual Town Meeting each May. Coverage of the first Town Meeting after installation will be produced by A-R's programming department. A-R will provide to the Town for use by its citizens a complete videotaping kit and will provide training in its use. The return line from Lisbon High School may be used for coverage of events originating at Lisbon High School other than the Town Meeting as produced by Lisbon volunteers in accordance with the Access Rules attached hereto, as same may be amended by A-R from time to time, in accordance with applicable state and federal law. The return line and the videotaping kit and training shall be provided by A-R without cost or expense to the Town.

25. Free Connections:

(a) A-R shall provide without charge a single outlet to each public and private educational institution, and municipal facilities passed by its cable (i.e. within 100 yards of its existing cable plant) and located within the Town upon written request by the 24
Town. Upon request by the Town in writing, A-R shall also provide additional outlets in the public buildings designated above but may charge for the cost of labor, materials and overhead for installation of those additional outlets. Monthly basic service for all such public connections shall be free. A-R need not extend its cable routes to such public facilities not otherwise passed by cable.

26. **Parental Control:**

A-R shall make available to any subscriber so requesting, a "parental guidance" or "lockout device" which will permit the subscriber, at his or her option, to eliminate comprehensible reception of any or all of the pay cable channels. A-R may charge a reasonable amount for this device.

27. **Providing Equipment:**

Except where a different period of time may be specifically set forth above, A-R shall provide all hardware and services referred to in paragraphs 25 and 26 above within six (6) months of the date upon which this franchise agreement is executed.

28. **Network Interconnection:**

Nothing in this Franchise Agreement shall be construed so as to prohibit A-R from interconnecting its network with other similar continuous networks either in the Town or in other municipalities, counties or states.

29. **Subscriber Privacy:**

A-R shall at times protect the privacy of the subscribers as required by the Cable Act. A-R shall not intrude upon the privacy of the subscriber by installing or using any equipment that allows the system operator to observe or listen to what is occurring in the individual subscriber’s household without express prior, written consent of the subscriber.
30. **Dispute Resolution:**

In the event that a dispute arises between the Town and A-R regarding the performance of any act required by this Agreement or the interpretations of any material terms of this Agreement, both parties may agree that the dispute be submitted to arbitration in the following manner:

1. The arbitration panel will consist of Three (3) arbitrators. One arbitrator will be selected by the Town and one by A-R. The third arbitrator, will be selected by the two arbitrators elected by the Town and A-R as aforesaid. However, if they are unable to agree to a third arbitrator, then a third arbitrator will be assigned by the American Arbitration Association, in accordance with the rules of the American Arbitration Association.

2. Within Thirty (30) days after appointment of all arbitrators and upon Ten (10) days' written notice to the parties, the parties shall engage in and complete discovery in accordance with the rules and standards of the American Arbitration Association. To the extent legally permitted the parties agree to protect and maintain as confidential any proprietary information requested, produced, and/or utilized by a party in connection with any arbitration proceeding conducted pursuant to the provisions of this Section 30.

3. Within sixty (60) days after appointment of all arbitrators and upon ten (10) days written notice to the parties, the panel of arbitrators shall commence a hearing on the disputed issue. In accordance with the
rules of the American Arbitration Association, the hearing shall be recorded and may be transcribed at the request of either party.

4. Within Thirty (30) days after the close of the hearing, the panel of arbitrators shall prepare findings and decisions agreed upon by a majority of the panel which shall be furnished immediately to the Town and A-R. Said decisions shall be absolutely binding upon the parties herein.

5. The cost of arbitration shall be borne equally by the Town and A-R.

In the event both parties do not agree to submit the dispute to arbitration, either party may seek judicial relief.

31. Reports of Information:

A-R shall file annually with the Town on or before December 15, a written report of its operations for the previous twelve (12) month period ending November 30 describing the number of subscribers, number of homes, miles of system, significant activity undertaken by A-R, anticipated construction plans for the next year, number, nature and disposition of complaints and complaint response time.

32. Notice:

Every notice or response to be served upon the Town or A-R shall be in writing, and shall be deemed to have been duly given to the required party five (5) days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U. S Postal Service.

Address of notices. The notices or responses to the Town shall be addressed as follows, or to such other address as the Town may later designate:
The notices or responses to A-R shall be addressed as follows or to such other address as A-R may later designate:

A-R Cable Services-Me, Inc.
121 Mill Street
Auburn, Maine 04210

Att: General Manager

with copies to:

A-R Cable Services-Me, Inc.
One Media Crossways
Woodbury, New York 11797
Att: Legal Department

33. **Representations and Warranties:**

The Town and A-R each represent and warrant to the other that:

(i) it has the power of authority to enter into this Agreement and to fully perform its respective obligations hereunder, and this Agreement has been duly executed by it and constitutes a valid and enforceable obligation of it;

(ii) it has not made nor will it make any contractual or other commitment which will or may prevent, impair or hinder its full performance of this Agreement; and

(iii) it complies with all federal, state and local laws, rules and regulations.

34. **Equal Opportunity Employer:**

A-R hereby agrees that it will not refuse to hire or employ, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in
terms, conditions or privileges or employment, because of age, race, creed, color, national origin or sex.

35. **Force Majeure:**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation of default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: strikes, acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of Maine or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

36. **Severability:**

In the event that any provision of this Agreement should be held invalid by a court or regulatory agency of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

37. **Governing Law:**

The terms of this franchise Agreement, and any subsequent amendments hereto, are subject to applicable federal, state and local law, the Rules and Regulations of the FCC and any other applicable regulatory body with appropriate jurisdiction.
IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date first above written.

TOWN OF LISBON
By: [Signature]
By: [Signature]
By: [Signature]
By: [Signature]

A-R CABLE SERVICES-ME, INC.
By: [Signature]