CABLE TELEVISION FRANCHISE AGREEMENT

This Cable Television Franchise Agreement is entered into this 25th day of April 2005 by and between the Town of Sebago, Maine (the "Town" or the "Grantor") and FrontierVision Operating Partners, L.P., d/b/a Adelphia Cable Communications (the "Company").

1.0 DEFINITIONS

For the purposes of this Franchise Agreement, terms, phrases, words, and abbreviations shall have the meanings set forth in the Town of Sebago Cable Television Ordinance (the "Ordinance"). The word "shall" is always mandatory and not merely directory. 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 definitions set forth in the Ordinance, 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 substantial 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, the non-exclusive right and privilege to construct, reconstruct, erect, operate and maintain, in the Town of Sebago (herein called the "Franchise area" or the "Town of Sebago" or "Sebago"), 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. Grantor expressly reserves the right to grant other such Franchise Agreements in the Town of Sebago on such terms as it deems appropriate in accordance with Section 2.4 herein and to operate a Town-owned Cable System. No privilege or power of eminent domain is bestowed by this grant of authority.
2.3 **Exercise of Police Power.** All rights and privileges granted herein 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, except that such additional laws shall not materially affect the parties’ rights and obligations under this Agreement.

2.4 **Competitive Relief.** In the event that during the term of this Agreement Grantor enters into a franchise agreement with a second cable operator authorizing the operation of a cable system within the Town of Sebago for the provision of Cable Service, which system in any way operates in competition with the Company’s Cable System, said second cable franchise agreement shall be granted on terms that, taken as a whole, are not materially more favorable or less burdensome to the second franchisee than the terms of this Franchise Agreement so as to create a competitive disadvantage to Company.

2.5 **Provision of Service.** Beginning with the effective date of this Franchise Agreement, and continuing throughout the term thereof, Company shall make available upon request of the owner, tenant or lessee of any improved “required to be served” property in the Town of Sebago the full range of cable services available to other Subscribers or users of like class, subject to payment of Subscriber rates therefore. “Required to be served property” is any property passed by the Cable System or within two hundred (200) feet of the Cable System on the Effective Date of this Franchise Agreement.

2.6 **Extension Standard.** Company shall extend its cable plant distribution facilities to provide Cable Service to all Streets and Public Ways in the Town, including all private streets and roads, meeting a minimum density (the "Minimum Density") requirement of eighteen (18) year-round homes per 5,280 cable-bearing strand feet (one mile) from Company’s nearest distribution plant. Company shall extend its cable distribution facilities to serve approximately 2000 feet on the Dyke Mountain Road currently passing four (4) homes within one (1) year of request, on the condition that two (2) of those homes request cable service and enter a service contract for one year of service. Company may require advance payment not to exceed six (6) months for those two (2) homes prior to construction commencing. In the case of private roads or ways, Company shall have no obligation to extend service until it has obtained an appropriate license or easement from the owner of the private way. For purposes of this Agreement, a private way serving only one residential structure shall be considered a driveway and will be subject to the provisions in this Agreement governing service drops. There shall be no charge to Subscribers for the line extensions referenced above, other than the Company's standard installation charge. Company agrees to perform a rideout of all unserved areas in Sebago upon request of Grantor, but not more than annually, to determine current densities and to provide the Franchise Authority with the results of such rideout in its Annual Report. If during the term of this Franchise Agreement 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 one hundred twenty (120) days of Company's receipt of necessary pole attachment permits or authorizations. Company shall apply for any such necessary permits or authorizations within thirty (30) days of Company's receipt of a request for service from potential Subscribers in such newly constructed or occupied homes or businesses, and Company shall act diligently to obtain any such permits or authorizations as soon as possible. In extending service to areas that meet the Minimum Density, Company shall extend its plant for the maximum distance over any individual road or road segment 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 Sebago 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 such other utility facilities are placed underground, Cable Service will be installed underground. A standard installation (which must be aerial) shall be one that is within two (200) hundred feet from the nearest distribution plant.

2.7 Charges for Extensions of Service. No Subscribers shall be refused service arbitrarily. However, for special circumstances (such as a Subscriber's request to locate the cable drop underground, or the need for under-highway crossings, or the existence of more than two hundred (200) feet of distance from distribution cable to connection of service to Subscribers, or a density of less than the Minimum Density) Cable Service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements, which capital contribution shall reflect the Company's incremental cost of the installation or service drop over and above the cost of a standard installation or a service drop of 200 feet. For the purpose of determining the amount of capital contribution in aid of construction to be borne by Company and Subscribers for line extensions in areas below Minimum Density, Company will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction the numerator of which equals the actual number of potential Subscribers desiring service per 5,280 cable-bearing strand feet of its trunk or distribution cable, and the denominator of which equals eighteen (18) year round Subscribers. Potential Subscribers will bear the remainder of the construction and other costs on a pro rata basis. Company may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. During the three year period following completion of construction in any low density area pursuant hereto, as new Subscribers are added in that area, they shall pay a special installation charge equal to one-half of the fee paid by the original Subscribers, which shall be refunded to the original Subscribers, until either the initial charge to the original Subscribers is reduced to one-half of the initial amount or until the three year period has elapsed, whichever occurs first. All Subscribers added after the end of such three-year period shall only be charged in accordance with the Company's standard installation charges.
Service to Subscribers to be served pursuant to this paragraph shall commence within three months of any advance payment required.

2.8 **Certification by Company.** Company hereby certifies that it has investigated its supply sources, is familiar with the community, has examined the Cable System and system operations and has reviewed its own financial condition, and the obligations it assumes hereunder are commercially practicable, as of the Effective Date herein.

3.0 **DURATION OF FRANCHISE AGREEMENT**

The term of this Franchise Agreement shall be for a period of ten (10) years commencing as of April 25, 2005 (the “Effective Date”) and terminating on April 24, 2015.

4.0 **EMPLOYMENT PRACTICES**

Company shall not hire, or refuse to hire or employ, nor bar or discharge from employment nor discriminate for or against any person in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex. 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.

5.0 **INSURANCE**

5.1 **Company Insurance.** Company shall maintain during the full term of this Franchise Agreement insurance meeting the requirements of the Ordinance. The liability insurance policy shall name the Grantor as an additional insured. 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. By not later than thirty (30) days after the effective date of this Franchise Agreement, and upon request thereafter throughout the duration of this Franchise Agreement, Company shall furnish to Grantor current certificates of insurance, which shall include the indemnity set forth in Section 5.2 below and shall include Grantor as an additional insured. All insurance coverage shall be with a company authorized to do business in the State of Maine.

5.2 **Indemnification.**

(a) Company shall defend, indemnify and hold harmless the Town, its selectmen, officers, boards, commissions, agents, and employees against and from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, costs or liabilities arising out of the Company’s
construction, operation, maintenance, repair or service of the Cable System in the Town, including all costs and expenses resulting or arising out of any of the same, including any attorneys fees, accounting fees, expert witness or consultant fees and court costs. The Town shall give the Company timely written notice of the making of any claim or the commencement of any action, suit, or other proceeding covered by this section. The Town shall tender the defense thereof to the Company and the Company shall have the right to defend, settle or compromise any claims arising hereunder and the Town shall cooperate fully. If the Town, in its discretion, determines that its interests cannot be fully represented by the Company, then the Town may participate in its defense at its sole cost and expense. Notwithstanding the foregoing, the Company shall have the sole authority to settle compromise or otherwise resolve such claims if such settlement does not require the Town to pay any sums and does not impose any other obligations on the Town, including, without limitation, injunctive or declaratory relief or specific performance. The Company shall not be liable, nor shall it indemnify the Town, for the Town’s negligent acts, including, but not limited to the Town’s use of the EAS system and the PEG channels.

(b) The provisions of this Section 5, including the indemnity provisions in Section 5.2 and the procurement by Company of insurance policies meeting the requirements of this Section 5.1, shall not be interpreted or construed: 1) 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 of Sebago and its officials and employees by law, or 2) to excuse or indemnify Grantor or its officials or employees for their own negligence.

6.0 PERFORMANCE BOND

Within forty-five (45) days of the effective date of this agreement, Company shall obtain and maintain during the entire term of this Franchise Agreement, at its sole cost and expense, and file a certificate of such with Grantor, a performance bond, running to the Grantor, and authorized to do business as a surety in the State of Maine, to guarantee the faithful performance by Company of all of its obligations under this Franchise Agreement. Such performance bond shall be in the amount of $50,000. In all other respects, said performance bond shall comply with the requirements of the Ordinance.

7.0 PENALTIES

If Company fails to observe any obligation under this Franchise Agreement, Grantor may assess Company, and Company agrees to pay to Grantor, a monetary penalty in accordance with the Penalties provisions of the Ordinance, and subject to the notice and cure provisions set forth in the Ordinance.
8.0 OWNERSHIP OF CABLE SYSTEM

(a) Company shall not enter into any transaction, including but not limited to any transfer, sale, assignment, or disposal in any manner, concerning ownership or control of the Company's Cable System in Sebago or this Franchise Agreement without thirty (30) days' prior notice to grantor and prior written approval of Grantor. Grantor's required approval of any such transaction shall be subject to the provisions of the Ordinance.

(b) Notwithstanding the above requirements, the Grantee shall have the right to freely assign its rights and privileges hereunder, without the consent of the Grantor but upon written notice, to any entity controlled by, in control of, or under common control with the Grantee or to transfer the assets or stock of the Grantee to a financial institution as security for refinancing purposes.

9.0 REGULATORY CHANGES

Company agrees to comply with all lawful and applicable State and Federal laws, rules and regulations, as well as all Town ordinances of general applicability, including, without limitation, the rules and regulations of the FCC (collectively "Law"), as of the effective date hereof, and as the same may be amended during the term of this Franchise Agreement. Company reserves its rights to challenge before a Court of appropriate jurisdiction the constitutionality, legality or applicability of any such Laws.

This franchise is granted subject to the Town’s Cable Ordinance (the "Ordinance"). Company agrees to comply with the terms of the Cable Ordinance as it exits on the effective date of this agreement. In the event of any conflict between this franchise and the Cable Ordinance, this franchise will prevail.

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 upon the events described and in accordance with the procedures set forth in the Ordinance. Grantor may not revoke this Franchise Agreement unless it shall first have considered the matter at a public hearing, held on not less than thirty (30) days notice to Company, at which all interested parties, including Company, are afforded an opportunity to be heard.

10.2 Company Removal. Upon revocation or denial of a renewal under the formal process of the Cable Act of this Franchise Agreement, Grantor may exercise its option to require Company to remove the Cable System. Upon failure of Company to complete such removal within one (1) year of the effective date of
such revocation or denial, Grantor may initiate an abandonment proceeding in accordance with applicable law or Grantor may remove such property at Company’s expense.

11.0 FRANCHISE FEE

As of the effective date of this Agreement, the franchise fee shall be two percent (2%) of Gross Annual Revenues. The Grantor agrees that it will not increase the franchise fee above said two percent amount for the first four (4) years of the term of this Franchise Agreement. Any time after the fourth anniversary, however, Grantor may, upon ninety (90) days of a written notification to Company, increase its franchise fee percentage up to a maximum of five percent (5%).

12.0 SEVERABILITY

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.

13.0 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.

14.0 GOVERNING 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. Company shall be subject to the jurisdiction of the courts of the State of Maine in any suit arising out of this Franchise Agreement. Venue over any dispute, action or suit shall be in the Lincoln County Superior Court or the U.S. District Court for the District of Maine, and the parties
agree to subject themselves to the personal and subject matter jurisdiction of said Court for the resolution of any such dispute, action or suit.

15.0 CONSTRUCTION

Company shall continue to maintain a cable system with a minimum capacity of 750 MHz and a minimum capacity of eighty (80) video channel with bi-directional capability.

16.0 ACCESS CHANNELS, FACILITIES AND EQUIPMENT

16.1 Channels. Company shall provide one (1) channel, on the Basic Service tier, for the exclusive non-commercial public, educational and governmental ("PEG") access use by Grantor or its designee(s). Grantor agrees not to use the access channels to provide commercial or revenue generating services or services that may compete, directly or indirectly, with services provided by Company, provided, however, that the Grantor or its designee may cablecast acknowledgements of funding sources and the underwriting of programming costs. In addition, for so long as Lake Region TV or another regional PEG channel is operating, and for so long as Lake Region TV or such other regional PEG channel is made available to Company and said regional channel permits Adelphia to broadcast said channel to subscribers in Sebago, Company shall provide the signal from said regional PEG channel to subscribers in Sebago on the Basic Service tier.

16.2 Live Programming Origination Point. To facilitate live programming within the Town of Sebago the Company shall install, within ninety (90) days of the Grantor’s request, an Origination Point at the Sebago Town Office.

16.3 Access Equipment. In order to develop and promote public, educational and governmental access programming, Company agrees to provide a capital grant for PEG Access in the amount of twenty one thousand dollars ($21,000). Company shall pay Grantor this capital grant within thirty (30) days of the Effective Date of this Agreement. Of this $21,000, Grantor will provide $5,000 to Lake Region TV to support the purchase of a new LRTV field production truck, and the remaining $16,000 shall be used to purchase equipment to facilitate PEG programming originating from Sebago.

16.4 PEG Access Capital Costs. Company agrees that its costs incurred to provide PEG access equipment, channels and funding pursuant to this Section 16 are not, and shall not be considered to be, a franchise fee.

16.5 Pass Through. Company reserves its rights to pass through and itemize the PEG access capital grant described herein to the extent permitted under federal law.
17.0 TECHNICAL STANDARDS

The System shall be designed, constructed and operated so as to meet those technical standards promulgated by the Federal Communications Commission relating to Cable Systems contained in subpart K of part 76 of the FCC's rules and regulations as may, from time to time, be amended. Nothing herein is intended, or shall be interpreted, to preclude Grantor from adopting technical standards for the Cable System serving Sebago to the extent permitted by applicable Federal and State law.

18.0 SUBSCRIBER RATES AND CHARGES

18.1 Regulation. Grantor shall have the right to regulate charges to Subscribers for Cable Service to the extent allowed by law.

18.2 Connection Charges. Subscribers shall be assessed no special connection charges other than standard installation charges for cable drops from the Company's distribution plant up to two hundred (200) feet for aerial installation. Subscribers requiring drops over two hundred (200) feet shall be charged only for the incremental cost of extending the drop beyond two hundred (200) feet.

18.3 Free Cable Service. Company shall provide one outlet of Basic Service and the analog Cable Programming Service tier, or its digital equivalent in the event such analog tier is no longer offered, to each public and private primary and secondary school, each public library, each fire department, police and rescue building, and each 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 Service tier, the Cable Programming Service tier, or its equivalent, or installation thereof. Company will provide converters for one outlet to each such free drop site if needed to receive the Basic Service tier or the analog Cable Programming Service tier or its digital equivalent as specified above. If additional outlets of Cable Service are requested for a specific municipal or school building, Grantor shall be responsible for any direct, incremental costs of installing the additional wiring and outlets. Any additional converters shall be made available at Company's standard lease rates.

18.4 Free Cable Modem Service. At such time as Company or any parent, affiliate, or subsidiary of Company, makes a cable modem service for personal computers commercially available on the Cable System serving Subscribers in Sebago, Company will, upon request by the Grantor, provide each primary and secondary public and private school and public library in Sebago that is located within two (200) feet of Company's distribution plant with one (1) free connection to such cable modem service to each building. At a minimum, such on-line service will provide access to the Internet. Each connected building will receive
one (1) free cable modem and free access to Company's cable modem service for one computer.

19.0 RECORDS AND REPORTS

19.1 Maintenance and Access. Company shall at all times maintain complete and accurate books of account and records of its business and operations reasonably necessary to monitor compliance with the franchise agreement and Ordinance. Company shall allow Grantor to inspect and/or audit all of those records reasonably related to its Gross Annual Revenues upon not less than thirty (30) working days’ notice.

Any franchise fee audit by Grantor hereunder shall be at its expense unless such audit shall disclose an underpayment of four (4%) or more on an annual basis, in which event Company shall reimburse Grantor for the reasonable expense of such audit. There shall be an accord and satisfaction to any franchise fee payment not subject to audit within thirty-six (36) months following the close of the fiscal year to which such payment relates.

19.2 Court and Regulatory Agency Reports and Filings. Company shall submit to Grantor, copies of all pleadings, applications, reports, decisions, orders, comments, communications and documents of any kind to, with or from the FCC, or any other State or Federal agency or Court, directly related to the Company’s provision of Cable Service through the Cable System serving Sebago (and not generally applicable to Company's cable systems nationally) which may have some appreciable impact on this Franchise Agreement or on Company's provision of Cable Service in Sebago.

19.3 Other Reports. Company shall provide to Grantor the Annual Report and Financial Reports in accordance with the requirements of the Ordinance.

20.0 MISCELLANEOUS

20.1 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.

20.2 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 Sebago, 406 Bridgton Road, Sebago, Maine, 04029, or such other address as may be designated by Grantor in writing. Notice required to be sent to Company shall be in writing and shall be delivered by hand, or shall be sent by certified mail, return receipt requested, to Adelphia, Attention: Legal Department 200 Minuteman Road, Suite
20.3 **Five-Year Review.** During the fifth year of this Agreement, the Grantor may on its own initiative, or may at the request of the Company, schedule a public meeting for reviewing the performance of the Company under the Franchise Agreement. The Grantor shall notify the Company of the time and place of such meeting and provide the Company with an opportunity to be heard. The public shall be afforded appropriate notice and opportunity for comment. Within four (4) months of such meeting, the initiating party (Grantor or Company), shall provide the other with a written copy of the findings.

20.4 **Effect on Prior Franchise Agreements.** This Franchise Agreement shall supersede any and all 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.

20.5 **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.

20.6 **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 that would interfere with performance of this Franchise Agreement.

21. **RESERVATION OF RIGHTS**

Except as otherwise provided herein, acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, by either party of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Town and the Company acknowledge that each reserves all of their respective rights under applicable Federal and State Constitutions and law.

22.0 **FINAL RESOLUTION**

The agreement expressed herein, in writing, along with the letter agreement between the parties of even date, 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.

In witness whereof, the parties hereto have caused Franchise Agreement to be executed by their duly authorized representatives this 25th day of April 2005.

Witness

TOWN OF SEBAGO

By: David K. Hague
Its Town Manager

FRONTIERVISION OPERATING PARTNERS, L.P., d/b/a Adelphia Cable Communications

By: Robert G. Wahl
Its: Sr. VP Operations – Northeast Region