FRANCHISE AGREEMENT

By and Between

THE CITY OF WESTBROOK

and

PUBLIC CABLE COMPANY
<table>
<thead>
<tr>
<th>Section</th>
<th>Subject</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>Short Title</td>
<td>1</td>
</tr>
<tr>
<td>Section 2</td>
<td>Definitions</td>
<td>1</td>
</tr>
<tr>
<td>Section 3</td>
<td>Grant of Franchise</td>
<td>4</td>
</tr>
<tr>
<td>Section 4</td>
<td>Conditions of Street Occupancy</td>
<td>4</td>
</tr>
<tr>
<td>Section 5</td>
<td>Rights Non-Exclusive</td>
<td>6</td>
</tr>
<tr>
<td>Section 6</td>
<td>Safety Requirements</td>
<td>6</td>
</tr>
<tr>
<td>Section 7</td>
<td>Term of Franchise</td>
<td>7</td>
</tr>
<tr>
<td>Section 8</td>
<td>Franchise Fee</td>
<td>7</td>
</tr>
<tr>
<td>Section 9</td>
<td>Public, Educational, and Government Access and Local Origination</td>
<td>8</td>
</tr>
<tr>
<td>Section 10</td>
<td>Services and Channels to be Provided</td>
<td>8</td>
</tr>
<tr>
<td>Section 11</td>
<td>System Construction and Extension</td>
<td>9</td>
</tr>
<tr>
<td>Section 12</td>
<td>Rates</td>
<td>9</td>
</tr>
<tr>
<td>Section 13</td>
<td>CATV Regulatory Board</td>
<td>10</td>
</tr>
<tr>
<td>Section 14</td>
<td>Renegotiation of Terms</td>
<td>11</td>
</tr>
<tr>
<td>Section 15</td>
<td>Subscriber Complaint Procedures</td>
<td>11</td>
</tr>
<tr>
<td>Section 16</td>
<td>Cancellation</td>
<td>12</td>
</tr>
<tr>
<td>Section 17</td>
<td>Transfer and Assignment</td>
<td>13</td>
</tr>
<tr>
<td>Section 18</td>
<td>Foreclosure or Receivership</td>
<td>14</td>
</tr>
<tr>
<td>Section 19</td>
<td>Continuity of Service Upon Expiration or Cancellation</td>
<td>15</td>
</tr>
<tr>
<td>Section 20</td>
<td>Indemnification, Insurance, Liability</td>
<td>15</td>
</tr>
<tr>
<td>Section 21</td>
<td>Miscellaneous Provisions</td>
<td>16</td>
</tr>
</tbody>
</table>
CATV FRANCHISE

THIS FRANCHISE AGREEMENT is entered into this ___ th day of_________, 1988, by and between the CITY OF WESTBROOK, MAINE (hereinafter "City") and PUBLIC CABLE COMPANY a Maine partnership having a place of business in Portland (hereinafter "Company").

WITNESSETH

WHEREAS, the City is authorized to grant one or more revocable franchises to construct, reconstruct, operate, and maintain a cable television network within the City for the benefit of all persons located therein; and

WHEREAS, the City received an application for renewal of the existing franchise from the Company, which proposal complies with all applicable laws; and

WHEREAS, the City, after due evaluation and negotiation, preceded by ample public comment, has determined that it is in the best interest of the City and its residents to renew the Franchise of the Company;

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

SECTION 1. SHORT TITLE.

This Franchise shall be known and cited as the "1988 CATV Franchise Agreement."

SECTION 2. DEFINITIONS.

For the purposes of the Agreement the following terms, phrases, words, abbreviations and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words used in the plural number include the singular number, and words in the singular number include the plural number.
A. "ADDITIONAL CATV SERVICE" shall mean signals received on a per-program or per-channel basis ("pay T.V.") for which the subscriber pays an additional fee over and above the basic periodic service charge, and all other communications services other than basic CATV service provided through the cable television system to subscribers including, but not limited to, burglar alarm, data or other electronic intelligence transmission, facsimile reproduction, meter reading, and home shopping for which subscribers pay an additional charge over and above the basic periodic service charge.

B. "ANNUAL GROSS SUBSCRIBER REVENUES" shall mean all revenues from all sources received by the Company, from and in connection with the provision of all services covered by this Franchise to subscribers in Westbrook, except for taxes on any services furnished.

C. "BASIC CATV SERVICE" shall mean all subscriber services provided by the Company, including the delivery of broadcast signals and programming locally originated over the cable system, covered by a one-time connection charge and a regular monthly charge paid by all subscribers.

D. "CABLE TELEVISION (CATV) SYSTEM" shall mean a system of antennas, cables, towers, studios, and any other electrical, electronic, or optical equipment or facilities designed and constructed for the purpose of transmission of audio, video, digital, or other forms of electronic or electrical signals for sales or use by inhabitants of the City. Such term shall not include any similar facility serving the residents of multi-unit housing under common control, nor other industrial, commercial, or similar use to which the general public may not subscribe, so long as the public rights-of-way are not utilized in the provision of such service.

E. "CATV" shall mean the City of Westbrook, Maine, its Municipal Officers, officials, boards, commissions, agents and employees, unless otherwise specifically designated, and the area within the territorial city limits.

F. "CITY COUNCIL" shall mean the Westbrook City Council.

G. "FRANCHISE" shall mean the right granted through a contractual agreement between the City and a person by which the City authorizes the construction, operation and maintenance of a cable communications system in the City. Any franchise awarded shall be nonexclusive.
H. "FRANCHISE AGREEMENT" shall mean a franchise contract entered into voluntarily by the grantee and the City, which is enforceable by both parties and which sets forth the rights and obligations arising out of the contract.

I. "FRANCHISE AREA" shall mean the entire area within the municipal corporate limits of the City, including any future annexations, unless otherwise stated in the franchise.

J. "FRANCHISE FEE" means all charges imposed on the grantee by the City in exchange for the rights granted in the franchise agreement.

K. "FULL CABLE SERVICE" shall mean all basic services and all additional services to be offered by the grantee.

L. "PERSON" means any individual, partnership, corporation, company, association or organization of any kind and the lawful trustee, successor, assignee, transferee or personal representative thereof.

M. "STREET" shall mean the surface of and the space above and below any public street, right-of-way, road, highway, bridge, path, alley, court, sidewalk, drive, or easement, now or hereafter existing as such within the City.

N. "SUBSCRIBER" shall mean any person or entity receiving either basic or additional service from the grantee and paying a periodic service charge therefor.

SECTION 3. GRANT OF FRANCHISE.

Whereas the City has approved of the Company's legal, financial, and technical ability and has found that the Company has substantially complied with the material terms of an existing franchise; and whereas the Company's new proposals have been found reasonable to meet the future cable-related community needs, the City hereby grants to the Company a Franchise for the right and privilege to engage in the business of operating and providing a CATV system in the City, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, and retain in, on, over, under, upon, across and along any public way and public place and all extensions thereof in the franchise area, such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, and other property as may be necessary and appurtenant to the CATV system; and in addition, to use, operate, and provide similar facilities on properties rented or leased from other persons, firms, or corporation including, but not limited to, any public utility or other party or person which is permitted to do business in the City.
SECTION 4. CONDITIONS OF STREET OCCUPANCY.

a. All transmission and distribution structures, lines, and equipment erected by the Company within the franchise area shall be so located as to cause minimum interference with the proper use of streets and other public ways and places, and to cause minimum interference with the rights and convenience of property owners who abut the said public ways and places. The CATV system shall be constructed and operated in compliance with all city, state, and national construction and electrical codes and shall be upgraded to meet new codes. The Company shall install and maintain its wires, cables, fixtures, and other equipment in such manner that they will not interfere with any installations of the City or of a public utility serving the City.

B. In the event of its disturbance of any street, public way, or paved area, the Company shall comply with the City's Street Excavation Ordinance and restore such street, way or paved area at its own expense to as good condition, as nearly as possible, as that before the work was done.

C. If, at any time during the period of the franchise, the City shall elect lawfully to alter or change the grade of any street, sidewalk, alley, or other public way, the Company, upon reasonable notice from the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense.

D. Any poles or other fixtures placed in any public way by the Company shall be placed in such manner as not to interfere with the usual and safe travel on such public way.

E. The Company, upon the request of any person holding a building moving permit issued by the City, shall temporarily raise or lower its wires to permit the moving of such building. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same; and the Company shall be given at least forty-eight (48) hours advance notice to arrange for such temporary wire changes.

F. The Company, after first obtaining the approval of the City Arborist, shall have the authority to trim trees upon and overhanging the streets and public ways and places in the franchise area so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company, except that at the option of the City, such trimmings may be done by it or under its supervision and direction at the expense of the Company.
G. In all sections of the franchise area where cables, wires, and similar public utility facilities are located underground, the Company shall place its cables, wires, and other similar facilities underground to the maximum extent permitted by existing technology.

H. The Company, at its expense, shall protect, support, temporarily disconnect, relocate, or remove from the street or other public place any property of the Company when reasonably required to do so by the City by reason of traffic conditions, public safety, street vacation, street construction, change or establishment of street grade, installation of sewers, drains, waterpipes, power lines, or any other type of structure or improvements by public agencies.

I. The City shall have the right to make additional use, for any public purpose, of any poles or conduits controlled or maintained exclusively by or for the Company in any street, provided such use does not interfere with the use by the Company. The City shall indemnify and hold harmless the Company from all claims, demands, causes of action, suits, damages, costs or liabilities of every kind arising out of such use of the Company's poles or conduits by the City.

SECTION 5. RIGHTS NON-EXCLUSIVE.

The right to use and occupy City streets and other public ways and areas for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant similar uses in said streets and ways to any other person, including use by a competitive CATV system. In the event that another person is granted a franchise, the terms of said franchise shall be no more favorable than those contained herein.

SECTION 6. SAFETY REQUIREMENTS.

A. The Company, at all times, shall employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public. The system shall be properly grounded so as reasonably to prevent damage to the system/or subscribers' property and to persons from lightning or other electrical charges, in accordance with the National Electrical Code.

B. All structures and all lines, equipment and connections in, over, under and upon the streets, sidewalks, alleys, and other public ways and places of the franchise area shall be kept at all times in a safe, suitable condition and in good order and repair.
SECTION 7. TERM OF FRANCHISE.

A. The franchise and rights contained herein shall take effect upon January 1, 1988, and they shall continue in force and effect for a term of Fifteen (15) years, unless validly cancelled by the City pursuant to its rights as set forth herein.

B. The City may renew the franchise for an additional term of up to Fifteen (15) years following a full public proceeding, at which time the Company is able to show that it has satisfied the following four standards:

1. whether the operator has complied substantially with the material terms of the existing franchise and applicable law
2. the quality of the operator's service
3. the operator's financial, legal, and technical ability
4. whether the operator's new proposal is reasonable to meet the community's future CATV-related needs and interests, taking into consideration the cost of meeting such needs.

SECTION 8. FRANCHISE FEE.

The Company shall pay to the City a Franchise Fee of Four (4%) percent of Annual Gross Revenues during the first Seven (7) years of this Agreement (January 1, 1988 - December 31, 1994). During the remaining Eight (8) years of this Agreement, the Company shall pay the city a Franchise Fee of Five (5%) percent of Annual Gross Revenues. The fee shall be paid annually to the City on or before the Fifteenth (15th) day of April for the preceding year of operations. At the same time, upon the request of the Municipal Officers or the Westbrook CATV Regulatory Board, the Company shall present the City an annual report on the preceding year of operations, together with any other information, facts, or data which the City reasonably requests.

SECTION 9. PUBLIC, EDUCATIONAL, AND GOVERNMENT ACCESS AND LOCAL ORIGINATION.

In order to develop and promote public, educational and government access programming, the Company, upon a request made by the City within the first Seven (7) years of this Agreement, shall purchase Fifty Thousand Dollars ($50,000.) in capital equipment.
for the city, to be used for public, educational, and municipal access programming. The City shall determine the distribution of these funds and shall specify the location of the equipment. The Company shall purchase such equipment within the time frame established by the City and shall provide technical assistance in its selection, if requested. The Company, upon receiving reasonable notice by the City, will conduct periodic television production workshops for the purpose of developing and maintaining a local core of experienced community programming producers.

SECTION 10. SERVICES AND CHANNELS TO BE PROVIDED.

The Company shall provide the subscribers of the City with, at a minimum, the same broadcast commercial services as it will provide to the cities of Portland and South Portland. An improvement in commercial channel carriage for those cities shall coincide with a similar and equal improvement in the Westbrook system.

The Company shall perform all actions regarding construction and operation of the CATV system, provide all services to its subscribers, the City and all other users, and shall conduct its affairs in substantial compliance with its application for franchise renewal, as on file with the City Clerk.

SECTION 11. SYSTEM CONSTRUCTION AND EXTENSION.

A. The Company shall complete the construction of any of the CATV system, including headend and studio facilities and equipment, which were not completed during the preceding franchise period. Thereafter, the Company shall extend service to any residence in the City within Six (6) months of a bona fide request from the owner or occupant thereof; provided that where such a request is questioned by the Company, the CATV Regulatory Board shall determine that the request is made in good faith and such extension shall not unreasonably impair the capital structure of the system.

B. The Company also shall extend service to any residence, and to Arthur’s Restaurant, in the downtown area of the City, including the Urban Renewal area, within Six (6) months of a bona fide request from the owner, occupant or proprietor thereof.

C. The Company shall maintain a hub-type system with one outlet provided, without charge, to each municipal government building, library, fire station, police station, and public school building that is passed by its cable. If more than one outlet is required at any of such locations, the company may charge the City an installation fee, but in no event will there be a monthly service charge for said locations.
D. The Company shall meet or exceed all F.C.C. technical performance standards. All performance testing results shall be open for inspection by the City; and the Company shall allow reasonable inspection and testing by independent experts at the direction of the City.

SECTION 12. RATES.

The City reserves the right to regulate the fees which the Company charges to City subscribers to the maximum extent permitted by law, as it may be amended from time to time. In any event, the Company shall file a complete list of all current and all proposed fees charged for its services with the City Clerk. All fees charged by the Company shall be set and applied in a non-discriminatory manner. After prior notice to the Company, a subscriber shall receive a full per-diem rebate after a total loss of service lasting 24 hours or more.

SECTION 13. CATV REGULATORY BOARD.

The City shall exercise its regulatory jurisdiction and supervision over the construction and operation of the CATV system through the CATV Regulatory Board and the Municipal Officers. The Board shall have the following powers and functions:

A. Advise the Municipal Officers on matters which might constitute grounds for cancellation of the Franchise pursuant to the terms and conditions hereof.

B. Advise the Municipal Officers on the regulation of rates to be charged by the Company, to the extent allowed by law.

C. Report to the Municipal Officers annually regarding the receipt and disbursements of franchise fees, present and projected use of the system, nature and extent of use of the system by public agencies, number and nature of consumer complaints, and any other information the Board deems appropriate.

D. Resolve complaints, disputes, or disagreements between the Company and its subscribers or other users of the system as provided herein.
E. Encourage use of public access channels among the widest range of institutions, groups, and individuals within the City and to promote maximum utilization of government, public safety, and educational uses of channels designated for those uses, and to make recommendations to the Company concerning educational and local interest programming.

F. Advise the Municipal Officers concerning the purchase of equipment for local origination programming, and the implementation of such programming.

G. Conduct periodic evaluations of the CATV system and, at the direction of the Municipal Officers, renegotiate terms of the Franchise Agreement which would enhance the quality of the system.

H. Monitor all aspects of the construction and operation of the system to assure compliance with the provisions of this Agreement. Conduct public hearings where compliance is questioned and to issue appropriate orders to correct deficiencies in the construction or operation of the system. All such hearings shall be held only after at least 10 days notice of the time and place of the hearing and the nature of the subject matter of the hearing has been given to the Company. The Board's findings and decision shall be binding on all parties, except such decision may be appealed to the Municipal Officers within 30 days or to the Cumberland County Superior Court pursuant to Rule 80-B of the Maine Rules of Civil Procedure.

I. Adopt such rules and regulations, not contrary to FCC regulations or to Federal or State law, and not inconsistent with the terms of this Franchise, as it may deem necessary and proper for monitoring and regulating the construction and operation of the system and to carry out the duties and powers enumerated and implied in the Franchise Agreement and in the Westbrook CATV Ordinance. Such rules and regulations shall be subject to the approval of the Municipal Officers.

SECTION 14. RENEGOTIATION OF TERMS.

In recognition of the everchanging nature of cable television technology, management practices, operations and regulatory structure, and in recognition of the need for flexibility in
assimilating desirable changes in order assure the superiority of the City system during the entire length of the franchise period, it shall be the policy of the City to renegotiate any of the terms of this Agreement at the Company's request. The CATV Board shall make recommendations concerning such changes or amendments to the Municipal Officers. All such changes or amendments approved by both parties shall be reduced to writing, signed by authorized representatives of both parties, and placed on file in the City Clerk's Office to be made part of this Franchise Contract.

SECTION 15. SUBSCRIBER COMPLAINT PROCEDURES.

A. The Company shall maintain a local business office in Westbrook which shall be open to receive inquiries and complaints from Westbrook citizens during normal business hours. The Company shall make diligent efforts to resolve all such inquiries and complaints as quickly as possible to the satisfaction of the complainant. Any complainant who is not satisfied with the Company's response may request a hearing before the CATV Board for resolution of the matter. Such request shall be in writing, addressed to the Chairperson, Westbrook CATV Committee, Westbrook City Hall, 790 Main Street, Westbrook, Maine 04092. It shall contain a brief statement as to the nature and facts of the complaint and of the Company's response. The complainant shall also forward a copy of the letter of complaint to the local office of the Company. The CATV Board shall notify the parties of the hearing date not less than Seven (7) days prior thereto and shall hold a hearing on all complaints within Thirty (30) days of receipt thereof.

B. The Board's decision and findings shall be final and binding on all parties including the Company, except such a decision or finding may be appealed to the Municipal Officers or to the Cumberland County Superior Court pursuant to Rule 80-B of the Maine Rules of Civil Procedure.

C. The Company shall give each subscriber a card with the following information displayed thereon at the time his receiver is connected to the system:

1. the local service telephone number of the Company where the subscriber can obtain information or register a complaint regarding the Company's service during all hours

2. the procedure for registering a complaint with the Company
3. a statement that if the subscriber is not satisfied with the Company's response, he may request a hearing before the CATV Regulatory Board by writing a letter with a brief statement of nature of the complaint and the Company's response and forwarding this to the Board, with a copy to the Company.

4. the address of the Board

5. a statement that the decisions of the Board are final and binding upon both parties, except that an appeal may be taken to the Municipal Officers or to Cumberland County Superior Court.

SECTION 16. CANCELLATION.

The Municipal Officers may cancel this Franchise Contract at any time prior to the date of expiration set forth herein upon a finding, made after Thirty (30) days notice of proposed cancellation and a public hearing, that the Company has unreasonably failed to cure one or more of the following defects during a Sixty (60) day period following written notice of such defect from the City.

A. material breach, whether by act or omission, of any term or condition of this Franchise Contract

B. material misrepresentation of fact in the Bid Proposal for or during the negotiation for this franchise

C. insolvency of the Company, or inability or unwillingness to pay its just debts when they accrue, or application by the Company for adjudication as a bankrupt

D. willful failure, refusal, or neglect by the Company to comply with any material requirements or limitation of any validly adopted rule or regulation of the CATV Regulatory Board, the Municipal Officers or the City Council.

The Municipal Officers shall consider the report and recommendations of the CATV Board before taking action. The Company shall not be held responsible for failure to provide adequate services where that failure is due to acts of God, strikes, governmental or military action or other conditions beyond the control of the Company.
SECTION 17. TRANSFER OF ASSIGNMENT.

A. The rights and privileges granted to the Company by the City under this Franchise Agreement shall not be assigned or transferred, either in whole or in part, leased, sublet, or mortgaged in any manner, nor shall title to said rights and privileges, either legal or equitable, or any right, interest or property therein pass to or vest in any person, either by the act of the Company or by operation of law, without the consent of the City, which shall not be unreasonably withheld; provided, that the Company may assign this contract to a subsidiary corporation in which it holds majority ownership and control. The granting, giving, or waiving of any one or more such consents shall not render unnecessary any subsequent consent.

B. The Company shall promptly notify the City of any actual change in, or transfer of, or acquisition by, any other party of the control of the Company. The word "control" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Company shall make the Franchise Contract subject to cancellation unless and until the City shall have consented thereto. For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, the City may inquire into the qualifications of the prospective controlling party, and the Company shall assist the City in such inquiry. If the City does not schedule a hearing on the matter within Sixty (60) days after notice of the change or proposed change and the filing of a petition requesting consent, it shall be deemed to have consented. In the event that the City withholds its consent after the change has been effected, it may elect to cancel the Franchise.

C. Nothing in this section shall be deemed to prohibit a mortgage or pledge of the system plant, or any part hereof, for financing purposes. Any such mortgage, pledge, or other interest shall be subordinate to the rights of the City under the terms of this Franchise Contract, the Westbrook CATV Ordinance, or other applicable law.

SECTION 18. FORECLOSURE OR RECEIVERSHIP.

A. Upon the foreclosure or other judicial sale of all or of a substantial part of the system, the Company shall notify the City of such fact, and such notification shall be treated as notification that a change in control of the Company has taken place, and the provisions of Section 17 of this Agreement governing consent by the City for changes in control of the Company shall be controlling.
B. The Municipal Officers, upon recommendation by the CATV Board, may cancel this Franchise Contract One Hundred and Twenty (120) days after the appointment of a receiver or trustee to take over the conduct of the business of the Company, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of the said 120 days or unless:

1. Within One Hundred and Twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Contract and remedied all defaults thereunder; and

2. Such receiver or trustee within said 120 days shall have executed an agreement duly approved by the court having jurisdiction in the premises whereby such receiver or trustee assumes and agrees to be bound by each and every provision of the Franchise Contract.

SECTION 19. CONTINUITY OF SERVICE UPON EXPIRATION OR CANCELLATION.

A. If, at the expiration of the term of this Franchise Contract, the Company and the City have not agreed to terms for a renewal of the franchise, or in the event of cancellation by the City, the Company shall continue to operate the system in the same manner as theretofore until an orderly transfer of ownership and control to a new franchisee can be accomplished; however, the Company shall not be required to operate after expiration or termination for a period exceeding Six (6) months.

B. During said six month period, the Company shall make diligent efforts to secure a qualified buyer for the system at its then fair market value as a going concern. Such buyer may be approved by the City, after the recommendations of the CATV Board are considered, and the buyer shall have fulfilled any and all F.C.C. requirements.

C. If no such buyer is found, the City shall have the option to purchase the system in its entirety or any part thereof at its fair market value as a going concern, such value shall not take into account any benefit or rights conferred by the City under this or any subsequent franchise. In the event the City decides to exercise its option to purchase and the parties are not able to agree on the fair market value price, an independent appraisal shall be ordered and shall be binding on both parties.
SECTION 20. INDEMNIFICATION, INSURANCE, LIABILITY.

A. The Company shall at all times protect and hold harmless the City from all claims, actions, suits, liability, loss, expense or damages of every kind and description, including investigation costs, court costs, and attorneys fees, which may accrue to or be suffered or claimed by any person or persons occasioned by reason of any conduct undertaken by reason of this franchise. The City by reason of this franchise does not assume any liability of the Company whatsoever for injury to persons or damage to property.

B. The Company shall maintain in full force and effect and keep on file in the office of the City Clerk a copy of insurance policies, issued by companies authorized to do business in this state, insuring the Company and the City with respect to the installation, operation, and maintenance of the system in amounts no less than the following:

1. Scheduled all-risk insurance on its property, vehicles, cameras, etc. .................................$100,000
2. Boiler and machinery..................................$100,000
3. Crime coverage........................................$100,000
4. Comprehensive general liability............$300,000/$300,000

C. The Company shall secure and file in the City Clerk's office a performance bond in the amount of $100,000. conditioned upon the full and faithful performance of the duties, undertakings, covenants, terms, conditions and agreements of this franchise agreement as they relate to the construction and extension of the CATV system, as set forth herein. The obligations under this performance bond shall become void upon completion of the system and the acceptance thereof by the Municipal Officers, after reviewing the recommendations of the CATV Board.

SECTION 21. MISCELLANEOUS PROVISIONS.

A. Rights of Individuals to be Protected. No monitoring of any subscriber terminal connected to the system shall be allowed without the express consent of the subscriber for each occasion. This shall not be construed to prevent general monitoring of the system to determine technical performance levels. The Company shall in all cases protect the rights of privacy of all subscribers. The Company shall not sell or offer for sale subscriber lists.
B. No Discrimination in Service or Employment. All services of the Company shall be offered in a non-discriminatory manner to all subscribers in the franchise area. The Company shall comply with all laws which prohibit discriminatory practices in the hiring and employment of personnel.

C. Franchise Rights Subject to the Police Power. The Company acknowledges by its execution of this Franchise Agreement that its rights hereunder are subject to the police power of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws enacted by the City pursuant to such power.

D. Severability. If any section, subsection, sentence or provision of this Franchise Agreement is, for any reason, held illegal, invalid, or unconstitutional by the decision of any court, administrative or regulatory body of competent jurisdiction, or if any Congressional or legislative enactment supersedes a provision hereof, such decision or legislation shall not affect the validity of the remaining portions thereof.

Dated this 5th day of April, 1988.

Witness:

[Signatures]

CITY OF WESTBROOK

PHILIP D. SPILLER, Mayor

PUBLIC CABLE COMPANY

THOMAS M. RUTLEDGE, President