

FRANCHISE AGREEMENT

TOWN OF HODGDON, MAINE

AND

PIONEER WIRELESS, INC. D/B/A/ PIONEER BROADBAND

MONTH 9 DAY 8 YEAR 2017

FRANCHISE GRANTED BY
THE TOWN OF HODGDON, MAINE
TO
PIONEER WIRELESS, INC. D/B/A PIONEER BROADBAND

THIS AGREEMENT entered into this day / by and between the Town of HODGDON, Maine, a municipal corporation organized and existing under the laws of the State of Maine (hereinafter referred to as "Town"), and Pioneer Wireless, Inc. D/B/A Pioneer Broadband, a corporation duly organized under the laws of the State of Maine with a place of business at 37 North Street, Houlton, Maine (hereinafter referred to as the "Company"),

WITNESSETH

WHEREAS, the Town is desirous of entering into an agreement for the purpose of granting a cable television franchise within the Town and establishing procedures governing cable television systems; and

NOW, THEREFORE, the parties agree in consideration of the promises, mutual covenants and other good and valuable consideration as follows:

1. DEFINITIONS

Where used within this contract, unless the context clearly indicates otherwise, the following words and terms shall have the meaning indicated below:

- a. "Community Antenna Television System", hereinafter referred to as "CATV System", means a system of coaxial and/or fiber optic cable or other electrical conductors and transmission equipment used or to be used primarily to receive television radio signals directly or indirectly off-the-air and other communications services and transmit them to subscribers for a fee.
- b. "Company" is the said PIONEER WIRELESS, INC., a corporation organized as Pioneer Broadband having its principal office at 37 North Street, Houlton, ME 04730, or any person who succeeds it in accordance with the provisions of this Franchise.
- c. "Person" is any person, firm, partnership, association, corporation, company, or organization of any kind.
- d. "Potential Subscriber Residence" is any year-round single-family dwelling unit including dwelling units within multi-family buildings.
- e. "Board of Selectpersons" shall mean the Board of Selectperson of HODGDON or an official authorized to administer the terms, provisions and regulations of this Franchise.

2. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

The Company shall comply with all laws, statutes, codes, ordinances, rules or regulations applicable to its business including those of the Federal Commission (FCC) and will comply with the Equal Opportunity Act.

3. EFFECTIVE DATE AND TERM

- a. Initial Term and Extension. This Franchise shall take effect and be in full force from and after the first day immediately upon execution, and said Franchise shall continue in full force and effect for a term of ten (10) years upon the terms and conditions as herein set forth. An option for renewal for an additional ten (10) year period may be exercised by the Company by giving the Town notice in writing of its election to exercise this option, which notice shall be given not less than one (3) years prior to the expiration of the term of this Franchise, provided that any such renewal shall be upon conditions mutually acceptable to both parties after public proceedings affording due process.
- b. The Town hereby grants the Company's Franchise right, privilege, authority and easement to acquire, construct, erect, suspend, install, renew, maintain, repair, replace, extend, enlarge, and operate throughout the Town, in, upon, along, across, above, over and under the streets, alleys, easements, public ways and public places as now laid out and additions thereto in the Town, a system of poles, wires, cables, underground conduits, trenches, conductors, amplifying equipment, manholes, fittings, and any and all other fixtures, appliances and appurtenances necessary for the installation, maintenance and operation in the Town of a cable television (CATV) system and to make connections to subscribers to the system, either separately or

in conjunction with any public utility maintaining the same in the Town. This Franchise shall further include the right, privilege, easement, and authority to construct, erect, suspend, install, lay, renew, repair, maintain and operate such poles, wires, cables, underground conduits, manholes, ducts, trenches, fixtures, appliances and appurtenances for the purpose of distribution to inhabitants within the limits of the Town. The said rights are granted herein by the Town after due consideration and approval of the legal, character, financial, technical, and other qualifications of the company.

c. The Town reserves the right to grant franchises to other telecommunications companies at its discretion.

4. EXTENSION OF SYSTEM WITHIN CITY BOUNDARIES

a. Extension to the initial cable television system will be provided to contiguous areas whenever the average density of such additional contiguous areas is either forty (40) residential units per mile, twenty (20) subscribers per mile who sign two-year irrevocable services agreements. In any event, if a group of residents, who would be served by an extension whose density in the contiguous area is less than forty (40) residential dwelling units per mile, or twenty (20) subscribers per mile, desire service and present a request for service to the Franchisee, the Franchisee will prepare a cost estimate by the density per mile in the contiguous area of the requesting service to establish the actual unit extension cost. The difference between the actual unit extension costs and the normal unit extension costs shall become a special installation fee.

The Franchise shall construct such extension if persons requesting the service agree to pay such special installation fee and sign irrevocable service agreements for a two-year period. The Franchise shall construct such extension within one (1) year provided there is no delay caused by acts of God, force of nature, labor strikes or other circumstances beyond the reasonable control of the Franchisee.

b. In the event the Franchisee constructs such an extension where subscribers pay a special installation fee calculated as outlined in paragraph (a) above, the Franchisee shall maintain separate records on each such extension for a period of three (3) years after its completion. During such three (3) year period, as additional subscribers caused by any such extension request cable service, they shall pay a special installation fee equal to one-half of the original special installation fee charged to the original subscribers. The amount as received by the Franchisee shall be returned to the original subscribers received on a cumulative amount equal to one-half of the original special installation fee charged to the original subscribers. The amount as received by the Franchisee shall be returned to the original subscribers received on a cumulative amount equal to one-half of the original special installation fee. The refund to original subscribers may be made in the form of a credit against their normal service charges or direct payment to subscribers, whichever option the Franchisee chooses.

5. LIABILITY AND INDEMNIFICATION

a. The Franchisee shall pay all damages and penalties, which the Town may legally be required to pay as a result of granting this franchise. These damages or penalties shall include, but not be limited to, damages arising out of the installation, operation or maintenance of the cable television system, whether or not any act or omission complained of its authorized, allowed or prohibited by this chapter. This provision includes, but is not limited to, actions brought by subscribers to the cable television system.

b. Franchisee shall provide and pay for any legal defense of the town with regard to all actions mentioned above and shall have the right to defend, settle or compromise any such actions and the Town shall fully cooperate therein.

c. Franchisee shall maintain, throughout the terms of its franchise, liability insurance in companies acceptable to the Town sufficient to cover such indemnification, and naming as insured the Town and the Franchisee with minimum limits of \$500,000 on account of bodily injuries to or death of one person, \$1,000,000 on account of bodily injuries to or death of more than one person as a result of any accident or disaster, and \$500,000 on account of damage to property. Franchisee shall furnish to the Town a certificate evidencing that a satisfactory insurance policy has been obtained, within 30 days of execution of this Franchise Agreement. The Franchisee shall further deposit with the Town evidence of the renewal of said policies on or before each anniversary date of the execution of this Franchise Agreement during the term of the franchise.

d. Franchisee will be responsible for the action of its employees in connection with the conduct of its business. The town will be held safe and harmless as stipulated in the insurance policies provided by the applicant.

6. SERVICE STANDARDS AND REQUIREMENTS

a. The Franchisee shall construct, operate, and maintain the cable television system in strict compliance with all laws, ordinances, rules and regulations affecting the system.

b. The Franchisee shall not initiate any construction, reconstruction or relocation of the cable television system, or any part thereof, including but not limited to the setting of poles within the streets, without written permits issued by the Town. In any

permit so issued, the official authorized by the Board of Selectpersons may impose such conditions and regulation as a condition of granting of the same as are necessary for the purpose of protecting any structures in the streets and for the proper restoration of such streets and structures, and for the protection of the public and continuity of pedestrian and vehicular traffic. Nothing herein shall be construed to require the Franchisee to obtain additional authorization to erect, maintain or install new and/or old equipment on poles presently utilized by the Franchisee, or on poles subsequently replaced, relocated or otherwise erected by a duly authorized utility company(s).

7. EDUCATIONAL SERVICES AND PUBLIC SERVICES

Pioneer Broadband shall offer service connections at one outlet in 100% of the public schools (Grade K-12), recreation building, fire department, police department, and general municipal office within the franchise territory and passed by all its cable systems. Such connections will be made free of charge and as promptly as possible to all such public buildings requesting connections. If any internal wiring installation is requested to serve additional outlets in such buildings, it will be provided at Pioneer Broadband's cost of materials and labor at the applicable Hourly Service Charge; provided, however that such internal wiring will be provided without charge if Pioneer Broadband is able to coordinate with other comparable electrical wiring installation in cases of new construction or substantial rehabilitation of existing schools. Basic Service will be provided to each such outlet free of any charges.

8. CONDITIONS ON CONSTRUCTION

Any extensions of the System and any relocation of any portion of the System within the limits of any public ways of public lands of the Town, shall conform with the following requirements:

- a. All transmission and distribution structures, lines, and equipment erected by the Company within the Board shall be located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause no interference with the rights and reasonable convenience of property owners whose land may adjoin any of the said streets, alleys, or other public ways and places.
- b. Poles or other wire holding structures may be located by the Company on public land only upon approval by the Board of Selectpersons with regard to location, height, type, and other pertinent aspects.
- c. In case of disturbance of any streets, sidewalks, alley, public way, or paved area, the Company shall, at its own cost and expense and in a manner approved by the Town's appropriate authority, replace and restore such street, sidewalk, alley, public way, or paved area in as good condition as before the work involving such disturbance was done.

9. CONDITIONS ON STREET OCCUPANCY

- a. If at any time during the period of this Franchise the Town shall lawfully elect to alter or change the grade, alignment or rerouting of any street, sidewalk, alley, or other public way, the Company, upon reasonable (2 weeks) notice by the town shall remove, relay, and relocate its poles, wires, cable, underground conduits, manholes, and other fixtures at its own expense.
- b. The Company shall have the authority, under the supervision of the Town's appropriate authority, to trim trees upon and overhanging of streets, alleys, sidewalks, and public ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company.
- c. The Company shall, at the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of 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 not less than seventy-two (72) hours advance notice to arrange for such temporary wire change.

10. SAFETY REQUIREMENTS

- a. The Company shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public.
- b. The Company shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of all federal, state and local ordinances, codes, laws and regulations that are applicable.
- c. All structures and all lines, equipment, and connections in or over, under and/or upon the streets, sidewalks, alleys, and public ways or places of the Town wherever situated or located, shall be kept and maintained at all times in a safe, suitable, substantial condition, and in good order and repair.

11. SUBSCRIBER FACILITIES

The Company's conduct with respect to installation fees and other subscriber facilities shall be consistent with applicable regulation of the FCC, as the same may be amended from time to time.

12. PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED

The Company shall have the right to establish different classification of services for residential and commercial users. In its rates, charges, service, service facilities, rules, regulations, and other respect, the Company shall not make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage, within the same classification of service.

13. NEW DEVELOPMENTS

It shall be the policy of the Town to amend this Agreement liberally upon application of the Company, when necessary to enable the Company to take advantage of any technological developments in the field of transmission of telecommunications signals and related services which will afford it an opportunity to effectively, efficiently, or economically serve its customers.

14. RESOLUTION OF COMPLAINTS

Upon reasonable notice, the Company shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters.

Subscribers shall be notified on an annual basis of the procedure for reporting and resolving complaints related to the operations of the cable system.

15. MODIFICATION BY REASON OF STATUTES AND GOVERNMENT REGULATIONS:

If, at any time, any sections of this agreement conflict with operation under or compliance with any federal or state statutes or with regulations of the Federal Communications Commission, or any other State Federal agency with regulatory power of the Company as it is operated, said sections shall, at that time, be altered so as to conform with said statute or regulations. The remainder of the agreement shall not be changed except as necessary to comply with the above.

16. ASSIGNMENT: CHANGE OF CONTROL

This agreement is binding upon the Company, its successors and assignees. The Company shall notify the city of any substantial change in its ownership or financial condition.

17. SEPARABILITY

If any section, subdivision, sentence, clause, phrase or portion of this Franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

18. TRANSFER OF AGREEMENT

The Company shall not transfer or assign any rights under this Agreement to any other person without prior written approval of the Town, which approval shall not be unreasonably withheld. Any such transfer or assignment shall be in writing, which shall include and express acceptance of all terms and conditions of this Agreement. In addition, a duly executed copy of the acceptance shall be filed with the Town prior to the effective date of such transfer or assignment. Any assignment or transfer without prior written consent shall constitute a material breach of this Agreement, which may result in the revocation of the Franchise. In making such a determination of whether to approve or reject a transfer or assignment, the Town may consider the following:

- a. The experience of the proposed transferee or assignee;
- b. The financial, technical and legal qualifications of the proposed transferee or assignee;
- c. If requested by the Town, submittals from the proposed transferee or assignee, on what, if any, changes it intends to make in the operations and maintenance of the present cable company;
- d. The corporate connection, if any, between the company and the proposed transferee or assignee; and

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

Upon written request by the Town, the transferor shall provide an attested statement that a transfer of the franchise has been effectuated.

All notices, reports or demands required to be given under this Agreement shall be deemed to be given when delivered personally to the person(s).

19. NOTICES

All notices, reports or demands required to be given under this Agreement shall be deemed to be given when delivered personally to the person(s) designated below, or delivered by the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to which notice is being given as follows:

If to the town	If to the Company
Town Manager	Pioneer Broadband
Town of HODGDON	37 North Street
179 Hodgdon Mills Road	Houlton ME 04730
HODGDON, ME 04736	Attn: General Manager

20. REVOCATION

The Town reserves the right to revoke this franchise and all rights and privileges thereto, in the event the Franchisee violates any of the material provisions, or is found to have practiced any fraud or deceit upon the Town. Prior to any revocation proceedings under this section, the Franchisee shall be given 60 days' notice in writing by certified mail, which notice shall state in detail the grounds upon which the town seeks revocation. If the material violation has not been remedied within said 60 day period (provided there is no delay caused by acts of God, force majeure, labor strike or other circumstances beyond reasonable control of Franchisee) to the satisfaction of the Town, the Town Council shall have the right to revoke said franchise, and all rights, privileges and license derived therefrom, forthwith by Council resolution taken at a public hearing (at which hearing the Franchisee shall be afforded due process of law).

21. INTEGRATED FRANCHISE

This agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings whether written or oral pertaining thereto, and cannot be modified except by written instruments signed by the appropriate officers or official of the parties. Each of the parties acknowledges that no representation, or promise not expressly contained in this Agreement has been made by any other party or by any agent, employee or representative of either party.

IN WITNESS THEREOF, the parties hereto have caused this franchise Agreement to be executed by their duly authorized representatives the 3 day of October, 2017

WITNESS

James D. Griffin, Clerk

TOWN OF HODGDON

Richard Todd, Chairman

By: Its

PIONEER WIRELESS, INC. D/B/A PIONEER BROADBAND

[Signature]
By Its *CEO*