

**DRAFT  
FOR INTERNAL REVIEW ONLY  
THIS DRAFT DATED SEPTEMBER 3, 2014**

**AGREEMENT BETWEEN  
CARVER COMMUNITY ACCESS TELEVISION, INC.  
AND  
THE TOWNS OF CARVER, HALIFAX AND PLYMPTON  
REGARDING A THREE-TOWN REGIONAL ACCESS CORPORATION**

**CARVER, HALIFAX AND PLYMPTON COMMUNITY ACCESS TELEVISION, INC.**

WHEREAS, Carver Community Access Television, Inc. (the “Carver Access Corporation”) was established as a nonprofit, tax exempt charitable corporation to provide local programming and related Public, Educational and Governmental Access (“PEG Access”) services and facilities to the residents of the Town of Carver; and

WHEREAS, the Towns of Carver, Halifax and Plympton seek to have a reconstituted three-Town regional Access Corporation (the “Regional Access Corporation”) provide PEG Access programming and related services and facilities to the residents of the Towns of Carver, Halifax and Plympton (the “Towns”) ; and

WHEREAS, the Boards of Selectmen of the Towns of Carver, Halifax and Plympton are the statutory cable television license Issuing Authorities (the “Issuing Authorities”) pursuant to Mass. General Laws c. 166A, §1; and are responsible for, among other things, PEG Access cable license terms, conditions and oversight pursuant to the federal Cable Act, 47 U.S.C. §521 *et seq*; and

WHEREAS, the Issuing Authorities and the Board of Directors of Carver Access Corporation hereby agree to reconstitute and redevelop Carver Community Access Television, Inc. into the Regional Access Corporation, as agreed upon herein; and

WHEREAS, the Issuing Authorities find that it is in the best interests of the Towns to equitably and jointly participate in the activities and services provided by the Regional Access Corporation to enable the Regional Access Corporation to provide PEG Access programming to subscribers of the Towns and to achieve mutually beneficial economies of scale by serving and receiving support from Carver, Halifax and Plympton.

NOW THEREFORE, the Issuing Authorities and the Board of Directors of Carver Community Access Television, Inc. agree as follows:

## **I. REGIONAL ACCESS CORPORATION MEMBERSHIP**

Residents, municipal departments, businesses and other organizations in the Towns of Carver, Halifax and Plympton shall be eligible for membership in the Regional Access Corporation and shall be eligible to use Regional Access Corporation facilities and services in a non-discriminatory manner. Regional Access Corporation membership rights, privileges and other applicable provisions shall be as further set forth in the bylaws of the Regional Access Corporation, as amended from the existing bylaws of the Carver Access Corporation within thirty (30) days of the execution of this Agreement by the parties hereto. .

## **II. EFFECTIVE DATE, TERM AND PRELIMINARY PROCEDURES**

Carver, Halifax and Plympton shall be subject to the terms of this Agreement thirty (30) days from the execution of this Agreement by the Issuing Authorities and Carver Community Access, Inc. and this Agreement shall expire ten (10) years from said execution by all of the parties. During said thirty day period, Carver Access Corporation and the Issuing Authorities shall amend the Carver Access Corporation's bylaws and Articles of Organization as needed to incorporate applicable terms and conditions herein. If and to the extent additional time may be needed to amend said bylaws and Articles of Organization, the parties shall cooperate in good faith and exercise diligent efforts to complete such amendments as soon as practicable.

## **III. REPRESENTATION ON ACCESS CORPORATION BOARD OF DIRECTORS**

(a) This Agreement is contingent on the Carver Access Corporation and the Issuing Authorities amending the Carver Access Corporation's bylaws to provide for each of the Towns having Directors on the Regional Access Corporation Board of Directors as follows: Carver five (5) Directors; Halifax three (3) Directors; and Plympton two (2) Directors, all in accordance with the terms herein.

(b) The five (5) Carver Directors shall be elected and appointed as follows: three (3) to be elected by the Regional Access Corporation's members who are residents of Carver; one (1) to be appointed by the Board of Selectmen of the Town of Carver; and one (1) to be appointed by the Carver Superintendent of Schools; Up to five Carver alternates can be appointed by the RAC's Carver members. Members, including alternates, who miss three consecutive meetings without an accepted excuse will be subject to removal from the RAC.

(c) The three (3) Halifax Directors shall be elected and appointed as follows: The initial three (3) Halifax Directors shall be appointed by the Halifax Board of Selectmen for terms, respectively, of one, two and three years. Upon the expiration of the term of the Halifax Directors serving one and two-year terms, the Regional Access Corporation's members who are residents of Halifax shall elect successor Directors serving three-year terms. Upon the expiration of the term of the Halifax Director serving a three-year term, the Board of

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Selectmen shall appoint a successor Director who shall serve a three-year term, which Director shall serve at the discretion of the Halifax Board of Selectmen. Up to three Halifax alternates can be appointed by the RAC's Halifax members. Members, including alternates, who miss three consecutive meetings without an accepted excuse will be subject to removal from the RAC.

- (d) The two (2) Plympton Directors shall be elected and appointed as follows: The initial two (2) Plympton Directors shall be appointed by the Plympton Board of Selectmen for terms, respectively, of one (1) and three (3) years. Upon the expiration of the term of the Plympton Director serving a one-year term, the Regional Access Corporation's members who are residents of Plympton shall elect a successor Director serving a three-year term. Upon the expiration of the term of the Plympton Director serving a three-year term, the Board of Selectmen shall appoint a successor Director who shall serve a three-year term, which Director shall serve at the discretion of the Plympton Board of Selectmen. Up to two Plympton alternates can be appointed by the RAC's Plympton members. Members, including alternates, who miss three consecutive meetings without an accepted excuse will be subject to removal from the RAC.
- (e)
- (f) The Regional Access Corporation shall have as Officers a President, Treasurer and Clerk elected from among and by the Board of Directors constituted and serving in accordance with the revised bylaws.

**(IV) CONTRIBUTIONS TO ACCESS CORPORATION ANNUAL SUPPORT**

(a) The Town of Carver shall contribute the annual payments it receives for PEG Access operational and related purposes under Carver's October 13, 2009 Comcast Renewal License to the Regional Access Corporation, being four and one half percent (4.5%) of the Carver Licensee's Cable Television Gross Annual Revenues as currently received pursuant to the Carver Comcast Renewal License Section 6.4. Unless otherwise required by law, said annual payments shall not be reduced by applicable franchise fees payable to the Issuing Authority and/or to the Commonwealth of Massachusetts under M.G.L. c. 166A, §9 and/or by fees payable to the Federal Communications Commission.

(b) The Town of Halifax shall contribute the annual payments it receives for PEG Access operational and related purposes under Halifax's April 22, 2014 Comcast Renewal License to the Regional Access Corporation, being five percent (5%) of the Cable Television Licensee's Gross Annual Revenues as currently received pursuant to Halifax Comcast Renewal License Section 6.4 less applicable franchise fees.

(c) Subject to the execution of a new Comcast Renewal License providing for annual payments for PEG Access operational and related purposes, the Town of Plympton shall contribute four and one half percent (4.5%) of the Plympton Licensee's Gross Annual Revenues

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to the Access Corporation. Unless required by law, said annual payments shall not be reduced by applicable franchise fees.

(d) Said percentage payments shall be made to the Access Corporation by each Town in the amount received by each Town not later than thirty (30) days from each Town's receipt of the applicable funds from the Cable Television Licensee, or Licensees, serving each Town.

(e) In the event a participating Town issues an additional cable license(s) to a competitive cable provider, said Town shall require such competitive cable provider to contribute to the Regional Access Corporation in an amount not less than the annual funding percentage set forth above in this Article IV.

(f) Insert contractual wording directing fees paid by Comcast to be paid to the Carver, Halifax and Plympton Community Access Corporation, Inc. and that said funds are committed by the town(s) to fund the RAC.

**(V) CAPITAL CONTRIBUTIONS TO ACCESS CORPORATION**

1. Carver shall contribute the Carver Access Corporation's studio equipment inventory and studio assets to the Regional Access Corporation as set forth in **Exhibit 1**, "Carver Equipment Inventory". Said equipment shall become the property of the Regional Access Corporation. Halifax and Plympton shall contribute any existing Comcast-provided equipment inventory and assets located in Halifax and/or Plympton to the Regional Access Corporation as further described in Subparagraph 2 below, and as further set forth in **Exhibit 2**, "Halifax/Plympton Equipment Inventory".
2. Halifax shall contribute its capital and equipment funding provided for under the April 22, 2014 Halifax Comcast Renewal License Section 6.5, being a total of two hundred fifty thousand dollars (\$250,000.00) payable in ten (10) annual payments of twenty-five thousand dollars (\$25,000.00) to the Regional Access Corporation. Capital and equipment purchased with such funding shall be the property of the Regional Access Corporation.

~~3. Comcast-provided Halifax equipment from the current and prior Halifax cable licenses becomes RAC property. shall be retained for Regional Access Corporation inspection of same for selection of equipment, if any, for use by Halifax and the Regional Access Corporation. Halifax shall have the right herein to use of some or all of said equipment separate from equipment in the shared Access Corporation studio, to include playback for Halifax Educational and Governmental programming; the control unit for robotic cameras for Halifax Board of Selectmen coverage; and~~

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~~Halifax-based portable camcorders and related equipment, which shall be owned and maintained by the Regional Access Corporation. (drafting/discussion note: the foregoing clause addresses fact specific equipment info requiring review & verification by the parties)~~

3A) Permanently installed equipment purchased for the establishment of either playback, or robotic video systems remains the property of the town in which they are installed.

4. Plympton shall contribute to the Regional Access Corporation capital and equipment funding allocable to Plympton under its next<sup>1</sup> Cable Television Renewal License in an amount not less than a total of seventy-five thousand dollars (\$75,000.00) payable in ten (10) annual payments of Seven thousand five hundred dollars (\$7,500.00) to the Regional Access Corporation,
5. The Towns of Halifax and Plympton shall make said capital and equipment payments and contributions to the Regional Access Corporation within thirty (30) days of its receipt of such funds from its Cable Television Licensee.

**VI. PEG Access Channels** - The Regional Access Corporation shall operate at least the PEG Access Channels allocated to the Towns pursuant to their cable licenses subject to the terms herein. Subject to availability of channels from Comcast, and emerging technologies, it is the intent that each Town eventually have the ability to cablecast on its own two (2) Town-specific Educational and Government (E & G) Access channels. Each Town shall also share and have the ability to cablecast on a shared Public (P) Access Channel. The foregoing Access Channel allocations are subject to Comcast confirmation of technical feasibility and subject to Comcast (or other Licensee if applicable) accommodation of such allocation of Access Channels.

**VII. Programming** - The Regional Access Corporation will be responsible for shooting and cablecasting of each town's Annual and Special Town Meetings. Additionally, the Access Corporation shall provide funding for 100 additional meetings/events per town each year, with the exact events/meetings to be covered to be determined by the individual town. The RAC will be responsible for compensating the individual(s) who are so contracted. The rate of payment will be determined by the RAC. Whenever possible, a one month written notice of any event/meeting or change in date of a previously scheduled event/meeting should be provided to the Access Corporation. In the event of written notification being

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<sup>1</sup> Reference to Plympton's next Renewal License is regarding the License next in effect after the expiration of the December 1, 2003 Plympton Renewal License, which expired on December 1, 2013.

provided with less than two weeks notice, good faith efforts will be made to provide coverage, but such coverage cannot be guaranteed.

**VIII. Procedural matters: Corporate Articles of Organization and Bylaws; License Amendment** - The Board of Directors of the Carver Access Corporation shall amend its existing bylaws and Articles of Organization to codify and formalize amendments to reflect the new Regional Access Corporation including, but not limited to, name change; adding Directors in accordance with this Agreement; and broadening of purpose clause to reflect the participation of Carver, Halifax and Plympton in the Regional Access Corporation with the amendment procedure subject to and in accordance with the Carver Access Corporation's bylaws in effect as of the date hereof. Board of Directors amendments are subject to general membership ratification as set forth in the Carver Access Corporation's bylaws.

**IX. Possible Studio Relocation** – The Regional Access Corporation shall initially operate as a Regional Carver/Halifax/Plympton studio from the current Carver studio location subject to obtaining necessary permissions, including permission from the Carver Superintendent of Schools with respect to Halifax and Plympton studio use. The parties acknowledge the Regional Access Corporation may either remain at the current studio (subject to School and Town consents) or relocate to a mutually-acceptable new location in Carver, with any such relocation to be subject to approval by a 2/3 vote of the Regional Access Corporation Board of Directors.

**X. Parties to maintain the Regional Access Corporation as a nonprofit 501c3 tax exempt entity** -- The Carver Access Corporation was created as a private nonprofit corporation, and the Issuing Authorities understand and acknowledge that the Regional Access Corporation shall continue to operate as a private nonprofit corporation, and not as a governmental department or governmental body. Notwithstanding the foregoing, the private nonprofit shall continue to be bound to carry out its public interest purposes, including providing assistance to the Towns, as set forth in the respective Town Licenses and in the organization's bylaws, Articles of Organization and Policies and Procedures Manual(s); and shall in any event be subject to applicable local cable licenses and applicable law.

## **XI. DISSOLUTION OF REGIONAL ACCESS CORPORATION**

(a) In the event of dissolution of the Regional Access Corporation, the Board of Directors of the Regional Access Corporation and the Issuing Authorities hereby agree that any Regional Access Corporation cash, assets and/or equipment shall be distributed to the Towns of Carver, Halifax and Plympton in proportion to subscribership on the date(s) that equipment and capital funding were contributed to the Regional Access Corporation, and in keeping with the Access Corporation's Articles of Organization (regarding Dissolution), and any such dissolution shall



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be subject to and in accordance with MGL c. 180, regulations thereunder and applicable law. The Regional Access Corporation shall provide each of the Issuing Authorities not less than thirty (30) day advance written notice of any Regional Access Corporation Board of Directors meeting taking up the issue of whether to dissolve the Regional Access Corporation and the reasons for same. The Regional Access Corporation shall provide each Issuing Authority not less than ninety (90) days advance written notice of Regional Access Corporation filing any petition for dissolution, sent to each Issuing Authority by certified mail. In the event of a Regional Access Corporation dissolution, if an Issuing Authority timely designates a qualified alternative nonprofit, tax exempt access designee to receive post-dissolution assets and equipment hereunder, rather than such Town itself, the Regional Access Corporation shall cooperate to transfer assets and equipment to such access designee in accordance with the foregoing.

(b) In the event of such dissolution and prior to any distribution of assets and/or equipment to the Towns and/or Town-designated charitable organizations in the Towns of Carver, Halifax and Plympton, the Board of Directors of the Regional Access Corporation shall provide a complete inventory of such assets and/or equipment to the Issuing Authorities of each respective Town. The Board of Directors shall include a proposed distribution of such assets and/or equipment to each Town or, if so specified by each town, to charitable organizations in the Towns in proportion to the subscribership of said Towns as of the date of such dissolution. The Board of Directors shall give the Boards of Selectmen of the Towns not less than sixty (60) days, to review the inventory of such assets and/or equipment and the proposed distribution thereof to the Towns and/or to Town-designated charitable organizations in the Town(s). In the event of any dispute about the terms of any dissolution, the parties hereto shall engage in good faith discussions and negotiations to resolve such dispute and exhaust mediation in lieu of litigation in event of there being any need for third-party resolution of such dispute.

It was agreed that this wording should require a 1-year notification of intent to leave the RAC in order to allow the RAC adequate time to plan and reorganize prior to the departure of the town requesting to leave. The town requesting to leave is obligated to turn over the monies agreed upon in this contract to the RAC for that one year period, and to continue paying one third of the current lease binding the RAC until such time as the RAC is no longer committed to the existing lease.

## **XII. TERMINATION**

(a) This Agreement may be terminated by the written agreement of the parties hereto. In such event, the parties shall work in good faith and in a reasonable and timely manner to distribute assets and/or equipment in proportion to the subscribership of said Towns as of the date of such termination; provided, however, that any such distribution shall be accomplished in such a manner and in such a time frame so as not to disrupt the activities and programming of the Regional Access Corporation.

(b) This Agreement may also be terminated by any party hereto, for material breach of this Agreement by the other party, upon said moving party giving the other party one hundred and twenty (120) days' written notice of such material breach. Said notice shall include a

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detailed explanation and verification of such alleged breach. The party alleged to have breached the agreement shall have not less than thirty (30) days following receipt of said notice to request a hearing before a special panel appointed by the parties with each party appointing one (1) person to said special panel. If after said hearing, the special panel makes a written finding of material breach, the party allegedly in breach shall have sixty (60) days to cure or take reasonably corrective actions to prevent the recurrence of any such breach. If in the course of such termination proceedings, there is a dispute as to any material matter, either party may elect to have a mutually acceptable arbitrator determine the matter; the parties shall equally share mediation and/or arbitration costs.

(c) Following such termination, if any, the parties shall work in good faith and in a reasonable and timely manner to distribute assets and/or equipment in proportion to the overall subscribership of said Towns as of such termination; provided, however, that any such distribution shall be accomplished in such a manner and in such a time frame so as not to disrupt the activities and programming of the Access Corporation. If, in the course of such distribution of assets and/or equipment, there is a dispute as to any material matter regarding such distribution, any party may elect to have a mutually acceptable arbitrator determine the matter; the parties shall equally share such arbitration costs.

(d) Notwithstanding the foregoing and anything to the contrary in this Agreement, Plympton participation hereunder shall be subject to the Issuing Authority of the Town of Plympton executing a new Plympton Comcast Renewal License providing for PEG Access support as set forth in Section IV(c) and Section V above. If for any reason such Plympton Comcast Renewal License is not executed, Plympton participation hereunder may be terminated if requested in writing by any other Party to this Agreement.

(e) If during the term hereof for any reason Carver or Halifax issues a new Renewal License to Comcast, or its successor(s) and said Renewal License does not provide for PEG Access support as set forth in Sections IV(a) and (b) above, Carver or Halifax participation hereunder may be terminated if requested in writing by any other Party to this Agreement.



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**SIGNATURE PAGE**

In Witness Whereof, all of the terms and conditions of this Agreement are hereby agreed to by the Board of Directors of the existing Access Corporation and the Boards of Selectmen of the Towns of Carver, Halifax and Plympton.

**The Town of Carver  
by its Board of Selectmen:**

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**Carver Community Television, Inc.  
by its Officers as authorized by its  
Board of Directors:**

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President

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Clerk

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\_\_\_\_\_

Treasurer

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Town of Halifax  
By its Board of Selectmen:**

**Town of Plympton  
By its Board of Selectmen:**

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT 1**

**CARVER ACCESS CORPORATION EQUIPMENT INVENTORY**

**COMPUTERS:**

3 iMacs  
2 HP Pavilion PC  
2 Dell XDS PC  
Broadcast Pix Slate G series & Controller

**CAMERAS:**

1 JVC ProHD cam  
4 XF105  
3 XHA1s  
3 GL2  
6 Vixia  
2 GoPro Hero3

**MICROPHONES:**

1 Zoom H4n field recorder

6 MXL 770 condenser mic  
7 Shure condenser lav  
Sony ECM 44B condenser lav  
2 MXL FR 350 condenser lav  
2 MXL FR 351 condenser lav  
1 Shure MX393/0 tabletop mic

2 Audio Technica AT897 shotgun mic  
1 Azden SGM PDII  
5 Canon DM-100 Vixia shotgun mic  
1 Azden SGM 1x shotgun mic  
1 Audio Technica ATR6550 shotgun mic

2 Sennheiser ew 100 G3 wireless setup  
1 Azden 105 UPR wireless setup  
1 RadioShack wireless setup  
1 Shure LX wireless system

2 Rode reporter mic  
1 Shure 522 announcer mic

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1 Shure VP64 AL reporter mic  
3 Shure SM-57  
8 GLS Audio ES-58-S  
1 Audix OM2  
1 Shure 5885D  
1 Audio Technica ATR30

1 shotgun mic  
1 tabletop mic

**MIXERS:**

1 Mackie ONYX 1620  
1 Mackie CR1604-ULZ  
1 Behringer Xenyx 802  
1 Behringer Eurorack UB802

**MISC. EQUIPMENT:**

1 DJI Phantom Copter  
1 Remote Slider  
1 Teleprompter  
1 Mini DVD player  
3 Mini DVD Recorder  
1 Mic Spit Screen  
1 Sodder Iron  
1 Projector  
2 Light Kits  
1 ATMOS Ronin HD field recorder

**TRIPODS:**

4 Manfrotto floating head  
1 Manfrotto deluxe floating head  
4 Davis & Sanford floating head  
2 Davis & Sanford floating head replacements  
3 other tripods  
2 Manfrotto monopods  
  
3 Curtain Stand sets  
  
8 desktop mic stands  
8 full size mic stands

HEADPHONES:

2 Behringer HPS3000  
5 Sony MDR-ZX100  
3 Labtec Elite-820  
2 Audio Technica ATH-M30  
1 Superlux HD 681  
1 Koss hp

MEDIA Players:

3 Panasonic DVD-S29  
3 Panasonic DVD-S48  
2 Panasonic DMR-E55  
1 Panasonic DMR-EA18  
2 LG BluRay player  
2 Magnavox VHS to DVD  
2 JVC DV-SVHS SR-VS30  
2 JVC BR-DV3000 DV recorder  
1 Panasonic VCR PV-V4021

## EXHIBIT 2

### HALIFAX/PLYMPTON EQUIPMENT INVENTORY

*Asset Type	*Manufacturer	*Model	Serial Number	Description
Audio Accessories	RTS	PS8	0134230	
Audio Accessories	RTS	BP300	169083	Intercom
Audio Accessories	KLIPSCH	KP101	65295337	Speaker
Audio Accessories	KLIPSCH	KP101	51295554	Speaker
Audio Accessories	TBD	FloorStand		Floor Mic Stand
Audio Accessories	Atlas Sound	FloorStand		Floor Micr Stand
Audio Accessories	WindTec	TBD		Deskstand
Audio Accessories	WindTec	TBD		Deskstand
Audio Accessories	WindTec	TBD		Deskstand
Audio Accessories	Atlas Sound	TableStand		Table Top Mic
Audio Accessories	MXL	FR401		PZM Microphon
Audio Accessories	MXL	FR402		PZM Microphon
Audio Accessories	Crown	PCC160		PZM micrphon
Audio Accessories	Crown	D75	50183	Crown Audio A
Audio Accessories	Sony	CDPCE375	9472352	5 Disc CD Playe
Audio Accessories	KLIPSCH	KP101	65295338	Speaker
Audio Accessories	RCA	SCRT530	TLSI000697US	CD player
Audio Accessories	Behringer	MDX4600		
Audio Accessories	Compaq	UBLPro	CTD0C080AAVFTDMG	Speaker
Audio Accessories	Compaq	UBLPro	CTD0C080AAVFTBS3	Speaker
Audio Accessories	RTS	RM300	146883	Intercom box

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Audio Accessories	RTS	BP300	75883	Intercom
Audio Accessories	RTS	BP300		
Audio Accessories	KLIPSCH	KP101	71297972	Speaker
Audio Accessories	RTS	BP300	169039	Intercom
Audio Accessories	Beyerdynamic	DT109		
Audio Accessories	Beyerdynamic	DT108		
Audio Accessories	Beyerdynamic	DT109	none	
Audio Accessories	Beyerdynamic	DT109	172185	
Audio Mixer	Shure	M367	H0004554081	Audio Mixer
Audio Mixer	Shure	M267		Audio Mixer
Audio Mixer	Shure	M267		Audio Mixer
Audio Mixer	Shure	M267		Audio Mixer
Audio Mixer	Shure	M267		Audio Mixer
Audio Mixer	Mackie	1604VLZ	A114263A	
Audio Mixer	Shure	M267		Audio Mixer
Audio Monitor	Klipsch	KP101		Audio Monitor
Cables	Cable	Camera		16' Ft. 45 Pin C
Cables	Cable	Camera		32' Ft. 37 Pin C
Cables	JVC	20002		26 pin Camera
Camera	Panasonic	AG455P	B3hB00311	Camera
Camera	Panasonic	AG450	H8HD01126	Camcorder #1
Camera	Panasonic	AG450	L9HD00690	Camcorder #2
Camera	Panasonic	AGDVX100A	I4TD00812	Camera Digital
Camera	Canon	ZR960	13803108521	Mini Camcorder
Camera	Panasonic	AG455	J4HB00298	SVHS Camcorder



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Camera	Panasonic	AG456	D5HB00481	vhs camcorder
Camera	Panasonic	AG456		SVHS Camera
Camera	Panasonic	AG456		SVHS Camera
Camera	JVC	GYDV550	15032470	DV Camcorder
Camera	JVC	KY17B	17650015	3 CCD Color Vid
Camera	JVC	KY17BU	17650032	3 CCD Color Vid
Camera Accessories	JVC	12VDC	7751289	Viewfinder
Camera Accessories	JVC	RMP200U	12751739	CCU
Camera Accessories	Bogen	3063		Tripod
Camera Accessories	JVC	RMP200	15555479	CCU
Camera Accessories	JVC	VFP400U	7751286	View Finder
Camera Accessories	JVC	RMP200U	8751502	CCU
Camera Accessories	JVC	HZZS13U		Zoom Control
Camera Accessories	JVC	H2FM13U		Focus Control
Camera Accessories	Bogen	3433		Tripod Head w/
Camera Accessories	Bogen	3046	028/IH26	Tripod w/ 3063
Camera Accessories	Bogen	3063		Tripod Head w/
Camera Accessories	Bogen	3181		Tripod w/ 3433
Camera Accessories	JVC	HZZS13U		Zoom Controls
Camera Accessories	JVC	HZFM13U		Focus Controls
Camera Accessories	Bogen	3068		Tripod Heads
Camera Accessories	Bogen	3068	117/BJ11	Tripods
Camera Accessories	Bogen	3067		Tripod Dollys
Camera Accessories	JVC	RMP210U	15052398	Remote Control
Camera Accessories	JVC	RMP200U	8751504	CCU

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Camera Accessories	JVC	RMP200	8751499	CCU
Camera Accessories	JVC	HZZS13BU		Zoom Control
Camera Accessories	JVC	12VDC	11751474	View Finder
Camera Accessories	JVC	VFP400U	15059976	Viewfinder
Camera Accessories	JVC	HZZS13U		Zoom Control
Camera Accessories	JVC	HZFM15		Focus Control
Camera Accessories	JVC	HZFM13U		Focus Control
Camera Accessories	Bogen	3068		Tripod
Camera Accessories	Bogen	3067		Tripod
Camera Accessories	Bogen	3067		Tripod
Editing	JVC	RM6820U	12050435	Edit Control Unit
Engineering	Jerrold	COMMANDERIV		RF Modulator
Engineering	for a	FA310		TBC
Engineering	Blonder Tongue	AMSeries		Modulator
Engineering	Blonder Tongue	AMSeries		Modulator
Engineering	Videotek	VDA16		Video Amplifier
Engineering	Videotek	TSM51	3920584	Waveform Monitor
Engineering	Videotek	VSM61	3920585	Vectorscope
Engineering	Alesis	Quadraverb	QV1050444	Audio Effects
Graphics	Compix	LCG4000D	EC0156901331A	Computer Graphics
Graphics	MagicBox	Alphagen	85426211	Character Generator
Graphics	MagicBox	Alphagen	85425548	Character Generator
Lighting	Altman	1KAF		Fresnel Light
Lighting	Altman	1KAF		1K Light
Lighting	Altman	1KAF		1K Light

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Lighting	Lowell	LightKit		3 Light Kit
Lighting	Altman	E3150	803C	Zip Lights
Lighting	Altman	E3150		Light
Lighting	Altman	1KAF		1K Light
Lighting	Altman	1KAF		1K Light
Lighting	Altman	1KAF		1K Light
Lighting	Altman	1KAF		1K Light
Lighting	Altman	Flood		Flood Light
Microphones	Shure	SM58		Wireless Micro
Microphones	Realistic	331070B		Microphone O
Microphones	Realistic	331090B		PZM Micropho
Microphones	Sony	ECM44B	218237	Lav Microphon
Microphones	Sony	ECM44B	2145912	Lav Microphon
Microphones	Sony	ECM44B	218240	Lav Microphon
Microphones	Sony	ECM55B	216322	Lav Microphon
Microphones	Sony	ECM55B	224356	Lav Microphon
Microphones	Sony	ECM44B		Lav Microphon
Microphones	Shure	Beta91		PZM Micropho
Microphones	Realistic	321221R		Wireless Micro
Microphones	Azden	WMPro	95528000205	Wireless Micrp
Microphones	Audio Technica	ATWR250	94509259	Microphone
Microphones	Azden	SGM1X	8120	Microphone
Microphones	Realistic	PZM		PZM Micropho
Microphones	Realistic	PZM		PZM Micropho
Microphones	Audio Technica	AT804		Microphones

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Microphones	Audio Technica	AT804		Microphones
Microphones	Audio Technica	AT804		Microphones
Microphones	ElectroVoice	635A		Microphone
Microphones	ElectroVoice	635A		Microphone
Microphones	Realistic	PZM	12A6	PZM Micropho
Miscellaneous	Kinyo	UV428	588037	VHS Rewinder
Miscellaneous	Ambico	TBD	1997.2.17	VHS Rewinder
Monitor	Sony	PVM1354Q	2003490	Color Video Mo
Monitor	Dell		CN0D54287287253JAVAL	Monitor
Monitor	Dell	E151FPP	CN06R6444780433JCID8	PC Monitor
Monitor	JVC	TM22U	6102082	Color Video Mo
Monitor	JVC	TM22U	13609466	Color Video Mo
Monitor	Panasonic	CT1382VY	MB20220179	Color Video Mo
Monitor	JVC	TM91SU	17652851	Roll in Preview
Monitor	JVC	TM91SU	17652824	Roll in Preview
Monitor	Sony	PVM1340	2007832	Color Video Mo
Monitor	Panasonic	WV5200BU	34Z03563	monitor
Monitor	Panasonic	WV5200BU	34Z03564	monitor
Monitor	Panasonic	WV5200BU	34Z03565	monitor
Monitor	Panasonic	BTH1390YN	1321009	Color Monitor
Monitor	Ikegami	PM509	106993	montior
Monitor	Ikegami	PM509	106933	Montior
Monitor	Ikegami	PM509	106986	Montior
Monitor	JVC	TM91SU	17652823	Color Video Mo
Monitor	JVC	TM91SU	17652815	Color Video Mo

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Monitor	Sony	PVM8042Q	2013617	Monitor
Monitor	JVC	TM2080SU	8710846	Television
Playback	Leightronix	PRJV	8446PD	Event Controller
Playback	Leightronix	PRPA	26400PD	Event Controller
Playback	Leightronix	PRPA	26402PD	Event Controller
Playback	Leightronix	PRPA	25395PD	Event Controller
Playback	Leightronix	PRJV	8449PD	Event Controller
Playback	Dell	GX260	GV4ZP21	Computer
Playback	Leightronix	PRSYDVD	46781PD	Event Controller
Playback	Leightronix	PRJVIR	55670PD	Event Controller
Playback	Sony	PRSYDVD	46782PD	Interface Unit
Playback	Leightronix	PRPAIR	9860PD	Playback Control
Playback	Leightronix	Pro-16	09302PRO	Playback System
Playback	Leightronix	PRSYDVD	53911PD	Deck Interface
Playback	Leightronix	PRPAIR	11219PD	Deck Interface
Playback	Leightronix	PRPAIR	9860PD	Deck Interface
Playback	Leightronix	PRSYDVD	58662PD	Deck Interface
Playback	Leightronix	PRSYDVD	58587PD	Deck Interface
Playback	Leightronix	PRSYDVD	58661PD	Deck Interface
Playback	Leightronix	PRSYDVD	58603PD	Deck Interface
Playback	Leightronix	PRSYDVD	58660PD	Deck Interface
Playback	Leightronix	PRSYDVD	55577PD	Deck Interface
Player/Recorder	JVC	BRDV6000	17031315	Professional DV
Player/Recorder	JVC	SRVS30	160H0032	Professional VHS
Player/Recorder	JVC	BRDV6000U	17031320	Professional DV

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Player/Recorder	JVC	BRDV6000	17031313	Professional DV
Player/Recorder	JVC	BRS611U	16713810	SVHS Video Re
Player/Recorder	JVC	SRVS30	160H0040	Professional VH
Player/Recorder	Panasonic	AG1330	L8KN02873,	VTR
Player/Recorder	Panasonic	AG1330	L8KN00105	VTR
Player/Recorder	Panasonic	AG1330	L8KN00191	VHS Playback V
Player/Recorder	Panasonic	AG1330	L8KN03570	VTR
Player/Recorder	Panasonic	AG1320	A8KN01464	VHS Deck
Player/Recorder	Sony	DVP N557P	4242298	DVD Playback
Player/Recorder	Sony	DVP N557P	4250105	DVD Playback
Player/Recorder	Sony	DVP N557P	4316259	DVD Playback
Player/Recorder	Sony	DVP N557P	4316260	DVD Playback
Player/Recorder	Sony	DVP N557P	4316243	DVD Playback
Player/Recorder	Sony	DVP N557P	4316244	DVD Playback
Player/Recorder	Sony	DVP-SR200P	F356980	DVD Playback
Player/Recorder	Sony	DVP-SR200P	A645943	DVD Playback
Player/Recorder	Sony	DVP-SR200P	F356910	DVD Playback
Player/Recorder	Sony	DVPN557P	4237240	DVD Player
Player/Recorder	Panasonic	DMR6070	KU41A001603	DVD Player/Re
Player/Recorder	JVC	BRDV6000	17031312	DV Player/Reco
Player/Recorder	Panasonic	DMREZ28		DVD Player/Re
Power	Radio Shack	TBD		4 Way Distrib
Power Supply	Globetek	TDIE3000LCP		Power Adapter
TBC	TV One	1T TBC GL		TBC
TBC	TV One	1T TBC GL		TBC

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TBC	TV One	1T TBC GL		TBC
Tripods	Bogen			
Video Switcher	Panasonic	WJ220	9XK00366	Video Switcher
Video Switcher	Panasonic	MX70P	L5TVA0056	Digital AV Mixer
Video Switcher	Videotek	VIS 1201	10000028	Video Switcher
Video Switcher	Panasonic	WJ220R		Video Switcher



**EXHIBIT 3**

**PROGRAMMING TO BE PRODUCED BY THE REGIONAL ACCESS  
CORPORATION**

***[Drafting note: Exhibit 3 to be attached.]***