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April 26, 2005

VIA OVERNIGHT MAIL

Board of Selectmen
Town of Deerfield
8 Conway Street
Deerfield, MA 01373

Re: Deerfield Renewal Cable Television License

Dear Chairman and Members of the Board:

Enclosed please find one (1) fully executed original of the Cable Television Renewal License between the Town of Deerfield and Comcast of Massachusetts II Inc. As you know, the term is for ten (10) years, which commenced on April 8, 2005 and will expire at midnight on April 7, 2015.

If you have any questions, please feel free to contact me. Thank you.

Sincerely,

Ronni A. Summerton
Franchising Manager

/ras

Enc.

cc: William H. Solomon, Esq. – Attorney at Law (2nd original)
Brian Merrick - Massachusetts Cable Television Division Municipal Liaison
Nick Leuci - Comcast Regional Director of Government and Community Relations (3rd original)
Daniel Glanville - Comcast Director of Government and Community Relations (4th original)
Stephen Fitzgibbons - Comcast Manager of Government and Community Relations
Comcast Accounting Department
Comcast Division Franchising Department




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<p style="text-align: right;">LTR 1 OF 1</p> <p>DENISE MASON 603-695-1492 COMCAST 000399 676 ISLAND POND ROAD MANCHESTER NH 03109</p> <p>SHIP TO: BOARD OF SELECTMEN 413-665-4645 COMCAST 8 CONWAY ST. S DEERFIELD MA 01373-1021</p>	<p style="font-size: 2em; font-weight: bold;">MA 013 0-01</p> 	<p style="font-size: 2em; font-weight: bold;">UPS NEXT DAY AIR</p> <p>TRACKING #: 1Z V95 442 01 9787 7166</p>	
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RENEWAL
CABLE TELEVISION LICENSE

GRANTED TO
COMCAST OF MASSACHUSETTS II, INC.

By
THE BOARD OF SELECTMEN
TOWN OF DEERFIELD
MASSACHUSETTS

Effective Date
April 8, 2005

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A G R E E M E N T

This Cable Television Renewal License entered into this 7th day of April, 2005, by and between the Board of Selectmen of the Town of Deerfield, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts II, Inc. ("Comcast").

WITNESSETH

WHEREAS, Comcast of Massachusetts II, Inc., (hereinafter "Comcast" or "Licensee"), is the duly authorized holder of a Cable Television Renewal License to construct, maintain and operate a Cable Television System in the Town of Deerfield, Massachusetts (hereinafter the "Town").

WHEREAS, Comcast filed a written request for a renewal of its license pursuant the Cable Communications Policy Act of 1984, as amended, and filed a renewal proposal with the Issuing Authority of the Town of Deerfield.;

WHEREAS, there has been an opportunity for public comment, and ascertainment has been conducted to ascertain the future cable-related needs of the community, as provided for pursuant to Section 626 of the Cable Communication Policy Act;

WHEREAS, the Board of Selectmen, as Issuing Authority and Comcast did engage in good faith negotiations and did agree on terms and provisions for Comcast's continued operation of its Cable Television System in the Town of Deerfield; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Deerfield to grant a non-exclusive Renewal License to Comcast.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

Section 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

(1) Access: The right or ability of any Deerfield resident and/or any Persons affiliated with an Deerfield institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established by the Town and/or its designee for such use.

(2) Access Channel: A video channel which the Licensee owns and shall make available for use by the Town, its designee(s) and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, and educational institutions and similar organizations.

(3) Access Corporation: the entity which may be designated by the Issuing Authority of the Town of Deerfield from time to time, for the purpose of operating and managing the use of public, educational and governmental access facilities and channels on the Cable Television System.

(4) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) Basic Cable Service or Basic Service: That service tier required and defined by applicable federal law or regulation.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Communications Act (the “Cable Act”): Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 56 (1996) (the Telecommunications Act of 1996).

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

- (9) Cable Service: (A) The one-way transmission to Subscribers of (i) Video Programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.
- (10) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.
- (11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.
- (12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.
- (13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand and/or control reception capacity and/or unscrambled coded Signals distributed over the Cable System.
- (14) Department of Public Works ("DPW"): The Highway Department of the Town of Deerfield, Massachusetts.
- (15) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (16) Drop or Cable Drop: The cable that connects each home or building to the Feeder Line of the Cable System.
- (17) Educational Access Channel: A specific channel(s) on the Cable System owned by the Licensee and made available for use by the Licensee to Deerfield educational institutions and/or educators, including the Frontier Regional and Union 38 School Districts ("School Districts"), wishing to present non-commercial educational Video Programming and information to the public, and managed and operated by the Issuing Authority or its designee(s).
- (18) Effective Date (the "Effective Date"): April 8, 2005.
- (19) FCC: The Federal Communications Commission, or any successor agency.
- (20) Government Access Channel: A specific channel(s) on the Cable System owned by the Licensee and made available for use by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial Video Programming and/or information to the public, and managed and operated by the Issuing Authority or its designee(s).
- (21) Gross Annual Revenues: Revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable System for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all Pay-Per-View, Pay Cable and Premium Service revenues; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection,

