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MASS. DEPT OF
TELECOMMUNICATIONS & CABLE

TOWN OF MILLVILLE

COMMONWEALTH of MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

EFFECTIVE DATE: August 14, 2012

BOARD OF SELECTMEN
TOWN OF MILLVILLE
MASSACHUSETTS

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CHARTER LICENSE AGREEMENT

This Cable License Agreement ("License" or "Agreement") (this "License" or "Agreement") is entered into by and between the Board of Selectmen of the Town of Millville, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law, and Charter Communications Entertainment I, LLC, a corporation duly organized under the applicable laws of the State of Delaware (the "Licensee").

WHEREAS, the Issuing Authority wishes to grant Licensee a nonexclusive Renewal License to construct, install, maintain, extend and operate a Cable Television System in the Town as designated in this License;

WHEREAS, the Issuing Authority finds that the Licensee has substantially complied with the material terms of the current renewal license under applicable laws, and that the financial, legal and technical ability of the Licensee appears to be sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community;

WHEREAS, both parties agree that the above statement shall in no way eliminate, reduce or abridge any of the lawful rights and remedies available to the Town or Licensee in the future;

WHEREAS, the Issuing Authority has determined that, consistent with the provisions of the Cable Act and Massachusetts Cable Law, the grant of a nonexclusive Renewal License to Licensee is in the public interest;

WHEREAS, the Issuing Authority and Licensee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this cable license renewal; and

WHEREAS, the Issuing Authority and Licensee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, the Issuing Authority and the Licensee agree as follows:

1 Definition of Terms

1.1 Terms

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. 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. Words not defined shall be given their common and ordinary meaning. Except as otherwise provided herein, the definitions and word usages set forth in the Cable Act are incorporated herein and shall apply in this Agreement.

1. "Access" shall mean the right or ability of any Town resident and/or any person affiliated with a Millville institution to use the designated Public, Educational and Government ("PEG") access facilities, equipment and/or Access channels of the Cable System subject to the conditions and procedures for such use established by the Town and/or its designee(s).

2. "Affiliate or Affiliated Person" when used in relation to any Person, shall mean another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

3. "Basic Service" any service tier which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Renewal License.

4. "Cable Act" shall mean Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984),47 U.S.C. §§ 521, et. seq. amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385, 106 Stat. 1460 (1992), and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56.

5. "Cable Division" shall mean the Cable Television Division of the Massachusetts Department of Telecommunications and Cable or its successor.

6. "Cable Service" or "Cable Services" shall be defined herein as it is defined under Section 602(6) of the Cable Act (47 U.S.C. §522(6)).

7. "Cable System" or "Cable Television System" shall be defined herein as it is defined under Section 602(7) of the Cable Act (47 U.S.C. §522(7)).

8. "Drop or Cable Drop" shall mean the cable that connects each home or building to the feeder line of the Cable System.

9. "Effective Date" or "Execution Date shall mean the date when both parties execute the License.

10. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

11. "Franchise Fee(s)" shall have the meaning as set forth in Section 622(g) of the Cable Act (47 U.S.C. §542(g))

12. "Gross Revenue(s)" means all revenues derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; fees and charges collected from Subscribers for Cable Services, including, but not limited to Basic Service, expanded basic and pay cable and premium Cable Services, pay-per-view Cable Services, video-on-demand Cable Services and digital Cable Services; commercial Cable Services revenues; installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar fees and charges; fees and charges from for the use of channels designated for commercial use (including leased access programming revenues); revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; revenues that the Licensee receives from home shopping channels for the use of the Cable System as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town; and all fees or charges imposed on the Licensee by this Renewal License and applicable law that are passed through and paid to the Licensee by Subscribers, except fees or charges collected for PEG Access Capital Funding. Unrecovered bad debt shall not be included in Gross Revenue, provided, however, that bad debt recoveries shall be included in Gross Revenues during the period collected. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein.

13. "Issuing Authority" shall mean the Board of Selectmen of Millville.

14. "Licensee" shall mean Charter Communications Entertainment I, LLC or any successor or transferee in accordance with the terms and conditions in this Renewal License.

15. "License Fee" shall mean the payments to be made by the Licensee to the Town of Millville as set forth in M.G. L. Chapter 166A, Section 9, as amended.

16. "PEG" shall mean the acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

17. "PEG Access Channels" or "Access Channel" shall mean any channel(s) made available by the Licensee to the Town of Millville and/or a designee(s) of the Town, without charge, for the purpose and presentation of PEG Access programming.

18. "Person" shall mean an individual, partnership, limited partnership, association, trust, organization, corporation, or other legally recognized entity, whether for-profit or not for-profit, but shall not mean the Town.

19. "Public School" shall mean any school at any educational level operated within the Town by any public school system, but limited to, elementary, junior/middle high school, and high school.

20. "Public Way(s) or Street(s)" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks,

circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way under the jurisdiction of the Town, to the extent dedicated for compatible uses, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System, in accordance with the terms of this Renewal License and applicable law and regulations. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

21. "Renewal License" shall mean the non-exclusive Cable Television Renewal License and any amendments granted to the Licensee by this instrument, in accordance with and subject to the terms, conditions, obligations, and duties herein.

22. "Service Area" shall mean the geographic boundaries of the Town, and shall include any additions thereto by annexation or other legal means, subject to the provisions of Section 4.1 of this Renewal License.

23. "State" shall mean the Commonwealth of Massachusetts.

24. "Subscriber" shall mean any Person, firm, corporation or other entity lawfully receiving Cable Service from the Licensee.

25. "Town" shall mean the Town of Millville, Massachusetts.

2 Grant of Renewal License

2.1 Grant

(a) PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L. c. 166A), and applicable provisions of the Cable Act, the Board of Selectmen as the Issuing Authority of the Town of Millville, Massachusetts ("Town"), hereby grants, subject to the terms and conditions herein, a non-exclusive Cable Television Renewal License to Charter Communications Entertainment I, LLC. ("Licensee"), a Delaware corporation, authorizing and permitting said Licensee to maintain and operate a Cable Television System in, under and over the Public Rights-of-Way in the Town as provided in this Renewal License. The Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, the applicable provisions of the Cable Act, and with all rules and regulations of the FCC, the rules and regulations of the Cable Division, and all other applicable laws, rules and regulations in force and effect upon the date hereof.

(b) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to upgrade, install, operate and maintain a Cable System in, under, over, along, across, through or upon the Public Ways as defined in Section 1.1(19) above. Licensee shall not endanger or interfere with the lives of persons or, without prior written permission, interfere with any installations of the Town, any public utility serving the Town or any other persons permitted to use public ways and places. Grant of the Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of public ways and places. Disputes between Licensee and other parties regarding use of public ways and places shall be resolved in accordance with the Millville Department of Public Works regulations, or governing applicable law or bylaw.

(c) The Issuing Authority or its designee shall have continuing regulatory jurisdiction and supervision over the Cable System and Licensee's operation under this License.

2.2 Term

The term of this Renewal License granted herein shall be for a period of ten (10) years, commencing on the Effective Date as set forth herein, unless otherwise terminated or revoked by the Issuing Authority in accordance with the terms of this Renewal License. The "Effective Date" of this Renewal License shall be the date when both parties execute the Renewal License as set out on the Signature Page of this Renewal License.

2.3 Requirements For Other Cable License Holders

(a) The Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable System within the Town, or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. Issuing Authority shall not permit or authorize any person or entity to operate a Cable System without a cable license as defined by Chapter 166A of the General Laws or "franchise" as defined by 47 U.S.C. § 522(9).

(b) The Issuing Authority shall provide written notice within fourteen (14) days of the Issuing Authority's receipt from any other Person(s) of an application for a cable license to provide Cable Services.

(c) The Issuing Authority agrees that any grant of additional cable licenses by the Issuing Authority to any other Person(s) to provide Cable Services shall require that services be provided for the same territorial area of the Town as required by this Renewal License and said cable license shall be competitively neutral and not be on material terms and conditions (including, without limitation, the service area, PEG capital grants and the franchise fee obligations) more favorable or less burdensome to the cable licensee of any such additional cable license, than those which are set forth herein. If another such cable licensee is granted a cable license by the Issuing Authority that is not competitively neutral or on material terms and conditions more favorable or less burdensome than provided herein, the Issuing Authority hereby agrees that, upon a written request from Licensee, as a matter of law, Licensee's Renewal License shall be modified by the Issuing Authority within thirty (30) days of said written request for the purpose of establishing competitive neutrality or material terms and conditions.

2.4 Police Powers and Conflicts with Renewal License

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and/or welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction, operation and maintenance of a Cable System and the provision of Cable Service. In the event of any conflict between this Renewal License and any Issuing Authority bylaw or regulation, apart from the lawful police powers of the Town, materially contradicting the applicable provisions of this Renewal License, this Renewal License will prevail. This Renewal License is a contract and except as to those changes, which are the result of the Issuing Authority's exercise of its general police power, the Issuing Authority may not take any unilateral action, which materially changes the explicit mutual promises in this contract. Nor may the Licensee take any unilateral action, which materially changes the explicit mutual promises in this contract. Any changes to this Renewal License must be made in writing signed by the Licensee and the Issuing Authority.

2.5 Removal or Abandonment

Upon termination of this Renewal License by the passage of time or otherwise, unless the Licensee has this Renewal License renewed for another term or is operating under the terms of and compliance with the this Renewal License in accordance with applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

2.6 Cable System Cable License Required

No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System license. Cable Systems shall operate in accordance with state and federal regulations.

3 License Transfer and License Renewal

3.1 License Transfer

(a) The Renewal License granted hereunder and/or control thereof shall not be transferred or assigned or disposed of in any manner ("transfer"), except to an affiliate as provided in Section 3.2 below, without the prior consent of the Issuing Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in this Renewal License or Cable System to secure indebtedness, consistent always with applicable law and regulations. Within thirty (30) days of receiving an application in accordance with applicable law for transfer or such other time period as allowed under applicable law or by agreement between the parties, the Issuing Authority shall notify the Licensee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee or other transfer criteria, if any, which may be considered under applicable law. If the Issuing Authority has not taken action on the Licensee's request for transfer within one hundred twenty (120) days or any other time as specified by state or Federal law after receiving such request, or such extended time as may otherwise be agreed to by the parties, consent by the Issuing Authority shall be deemed given pursuant to applicable law.

(b) The consent or approval of the Issuing Authority to any transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License. Any proposed controlling or owning transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

3.2 Transfer to Affiliates

The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by the Licensee, or any Person that owns or controls the Licensee. Licensee shall notify the Issuing Authority thirty (30) days prior to any such sale, assignment or transfer and must comply with all terms and conditions of this License. All terms and conditions of this Renewal License shall continue to apply after any such sale, assignment or transfer.

3.3 Procedures for Renewal

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of the Licensee's Renewal License shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

4 Cable Service Availability

4.1 Service Area

The Licensee shall make Cable Service distributed over the Cable System available to all residents of the Town within seven (7) days of a request; provided, however, that (i) all such homes are on the Public Way or a Private Way (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary or if a Town boundary needs to be crossed, access in the other town is available on reasonable terms and conditions; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable. The Licensee may elect to provide Cable Service to areas not meeting the above standard. Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

The Licensee shall extend its Cable System and provide Cable Service to all areas with an average of twenty (20) dwelling per mile or greater without contribution in aid of construction by Subscribers. In cases of a request for service not meeting the above criteria, the Licensee shall extend the Cable System and provide Cable Service to prospective Subscribers who are willing to contribute to the cost of construction in accordance with the formula C/LE - CA/P = SC where C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the primary service area; P equals the minimum number of dwelling units per mile (20) which would require the Licensee to provide service in the primary service area; LE equals the number of dwelling units requesting service in the line extension area; SC equals subscriber contribution-in-aid of construction in the line extension area.

Whenever a potential Subscriber located in a line extension area requests service, the Licensee shall, within thirty (30) days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution-in-aid of construction. During a three (3) year period commencing with initiation of service to a particular line extension, a pro-rated refund shall be paid to previous Subscribers of said extension as new Subscribers are added to the extension. The amount of such refund, if any, shall be determined by application of the SC formula each time a new subscriber is added. The refunds shall be paid annually to Subscribers, or former Subscribers entitled to receive them.

4.2 Standard Drops/Line Extension

Installation costs shall conform with the 1992 Cable Act, and regulations thereunder. Any dwelling unit within 250 aerial feet of the Cable System distribution plant shall be entitled to a standard installation rate, and the additional costs associated with completing installations located more than 250 feet from the Cable System distribution plant shall be charged to the Subscriber, after provision of a written itemization, on a cost of labor and materials basis only.

4.3 New Development Underground

In cases of new construction or property development where utilities are to be placed underground, the Issuing Authority agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Licensee at least thirty (30) days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Licensee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Licensee's expense. Licensee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Licensee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Licensee.

4.4 Commercial Establishments

The Licensee shall make cable services available to any commercial establishments in the Town, which are located on the residential Subscriber Network, subject to the Licensee and each commercial establishment reaching a reasonable agreement regarding the terms and costs of initial installation and service which may or may not differ from the terms and costs that apply to residential Subscribers. It is herein acknowledged that certain programming services may not be available to commercial establishments, or may be available only upon certain terms and conditions, pursuant to law or the Licensee's agreements with its program suppliers.

4.5 Service to Municipal and School Buildings

Upon written request of the Issuing Authority, the Licensee shall provide one (1) Subscriber Network Drop, one (1) Outlet with Basic Service and expanded basic service, without charge, to municipal schools, police and fire stations, municipal libraries, and other municipal buildings specifically designated in writing by the Issuing Authority. In addition, upon written request of the Issuing Authority, Licensee shall provide one Subscriber Network Drop, outlet, and Basic and Expanded Service, without charge, to newly constructed or newly occupied municipal or public school buildings along the cable route. The Licensee shall continue to provide, install and maintain free basic and expanded basic to all municipal and school l buildings being served at the inception of this agreement.

5 System Facilities

5.1 System Characteristics

Licensee's Cable System shall be a minimum of 750 MHz.

5.2 Emergency Alert System

Licensee shall comply with all federal and state Emergency Alert System ("EAS") requirements.

6 Construction and Technical Standards

6.1 Compliance with Codes

The construction, installation, and maintenance of the Cable System shall be effectuated by Licensee in a manner that is consistent with the laws, regulations and construction standards of the Commonwealth of Massachusetts, the Occupational Safety and Health Administration, the National Electrical Safety Code, and the FCC to the extent applicable, as well as all other valid applicable laws, rules, regulations and bylaws, federal, state and local.

6.2 Construction Standards and Requirements

All of the Licensee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

6.3 Good Care and Safety

The Licensee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents, which are likely to cause damage. All plant and equipment shall be kept and maintained in a safe and suitable condition and in good order and repair.

6.4 Network Technical Requirements

The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of meeting or exceeding all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC regulations.

6.5 Performance Monitoring

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards. The Licensee shall test the Cable System consistent with the FCC regulations and provide copies of such tests as required by applicable law or regulations and as requested, in writing, by the Town. Licensee shall test the Cable System consistent with the FCC regulations.

7 Conditions on Street Occupancy and Property

7.1 General Conditions

Licensee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property until the written approval of the Issuing Authority is obtained, which approval shall not be unreasonably withheld.

7.2 Underground Construction

The facilities of the Licensee shall be installed underground in those areas of the Town where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Licensee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Issuing Authority, the Licensee shall likewise place its facilities underground

7.3 Permits

The Issuing Authority shall cooperate with the Licensee in granting any permits required, providing such grant and subsequent construction by the Licensee shall not unduly interfere with the use of such Public Ways.

7.4 System Construction

All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Licensee shall, at all times, employ reasonable care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Licensee shall be placed in such a manner as not to interfere with the usual travel on such public way.

7.5 Pedestals

In any cases in which pedestals housing active and passive devices are to be installed, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town bylaws and/or regulations.

7.6 Restoration of Streets

Licensee shall, at its own expense, restore any damage or disturbance caused to a Public Way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Public Way immediately prior to such damage or disturbance to such standard as required of utilities operating within the Town.

Whenever the Licensee excavates, opens or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon the failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority. For the purpose of this section, "reasonable expense" shall provide for restoration to a condition similar to the original condition.

7.7 Removal in Emergency

Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Issuing Authority to cut or remove any of the Licensee's facilities, the Town shall have the right to do so without cost or liability and no charge shall be made by the Licensee against the Town for restoration or repair.

7.8 Tree Trimming

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the cable system, the Licensee shall avoid damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall be done except upon a permit in writing from the Town Department of Public Works or other appropriate municipal official and in accordance with the applicable regulations or requirements of the Town. Licensee shall secure the permission of the property owner prior to reasonable trimming of trees on private property.

7.9 Relocation for the Issuing Authority

The Licensee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Licensee when lawfully required by the Issuing Authority pursuant to its police powers. The Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

7.10 Relocation for a Third Party

The Licensee shall at the request of any person holding a lawful permit issued by the Issuing Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Licensee, provided that the Licensee is give reasonable advance written notice to prepare for such changes. The Person benefitting from the relocation shall be responsible for the expense therefore, unless otherwise required by applicable law or regulation. In such event, the Licensee may require such payment in advance.

7.11 Private Property

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

7.12 Strand Maps

Upon written request of the Town, the Licensee shall file strand maps of the Cable System. Strand maps shall also be provided in electronic format if they exist in electronic format.

7.13 Dig Safe

The Licensee shall comply with all applicable "dig safe" provisions pursuant to M.G.L. c.82, sec. 40.

8 PEG Access Services and Support

8.1 Public, Educational and Government Access Channels

(a) The Licensee shall make available to the Issuing Authority or the Issuing Authority's designee(s), at no charge or cost to the Town or its designee(s), sufficient bandwidth for three (3) Cable System downstream PEG Access channels for PEG access programming. The PEG Access channels shall be provided on the Basic Cable Service tier to the extent said tier is required pursuant to applicable law or regulations or that a Basic Cable Service tier is otherwise provided by the Licensee, or as otherwise agreed to by the parties. Nothing herein prevents the PEG Access Channels from being placed on other tiers of Cable Service in addition to the Basic tier. Channels to be maintained by Licensee and signal quality must be maintained within FCC standards. Licensee shall provide one modulator for each of the three PEG channels

(b) Use of the PEG access channels by the Town or schools and organizations or producers shall be non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted. The Issuing Authority shall take reasonable precautions to prevent any use of the Licensee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System.

8.2 Access Cablecasting

(a) The Licensee, at the Licensee's expense, shall connect its Cable System to equipment owned by the Town or its access designee at the following two (2) locations in order to cablecast on a live basis, all PEG Access Programming originated or aggregated at said locations: (i) Longfellow Municipal Center (8 Central Street) and the cable facility located at said Municipal Center; and (ii) Millville Elementary School (122 Berthelette Way). In addition to the automatic switching equipment maintained and operated by the License at the Cable System headend or hubsite, the Licensee shall provide the required equipment at the PEG Access Studio to transmit PEG Programming generated at these locations onto the appropriate PEG Channels provided pursuant to Section 8.1 above provided, however, that the Issuing Authority shall be responsible for the operation of this additional transmission equipment. The Licensee shall maintain, repair and replace, as needed said transmission equipment. The Licensee shall make such connections at the above designated locations by April 15, 2013 or such later date as requested by the Issuing Authority, provided that the Issuing Authority shall cooperate with the Licensee's efforts pursuant to this Section 8.2, and provided further that the Issuing Authority or its access designee shall cooperate with the Licensee with respect to such connections, including, without limitation, providing Licensee with reasonable and lawful access, sufficient space and favorable environmental conditions at each such location. The Issuing Authority or its access designee shall be responsible for delivering a suitable PEG signal to the access connection point at each such location. The Licensee shall provide, install, maintain, repair and replace equipment that is necessary to receive and transmit such PEG Programming from the designated locations to Subscribers. The Issuing Authority and the Licensee shall work together in good faith to resolve any PEG access interconnection issues.

(b) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System's commercial Channels, provided, however, that the Licensee is not responsible for the production quality of PEG Access programming productions, nor for any deficiencies in the source signal it receives from

any party over which the Licensee has no control, nor for any PEG Access equipment not owned by the Licensee.

8.3 PEG Access Equipment/Facilities Funding and PEG Access Annual Support

(a) The Licensee shall provide PEG Access equipment and facilities funding to the Town or its designee to be used for the support of the production of PEG programming (the "PEG Access Capital Funding"). The PEG Access Capital Funding provided by Licensee hereunder shall be Fifty Thousand Dollars ($50,000), payable as follows: Twenty-Five Thousand Dollars ($25,000) within sixty (60) days of the Effective Date and Twenty-Five Thousand Dollars ($25,000) on the third (3rd) anniversary of the Effective Date. In no case shall this payment be counted against the PEG Access Support payments made pursuant to Section 8.3(b) below or against any franchise or license fee payment(s). The Licensee may externalize, line-item and/or pass-through this PEG Access Capital Funding on to Subscribers to the extent allowed by applicable law and regulations.

(b) The Licensee shall provide payments to the Town or its designee to be used to support ongoing operations of PEG Access programming (the "PEG Access Support"). Such payment shall be used by the Town or its designee for personnel, operating and other related expenses incurred in connection with PEG access programming and/or operations. Subject to the limitation in Section 9.1(b), the PEG Access Support provided by Licensee shall be as follows: for Year one of the Renewal License term, Licensee shall pay three percent (3.0%) of the annual Gross Revenues; for Years two, three and four of the Renewal License term, the Licensee shall pay four percent (4%) of annual Gross Revenues; and beginning with the fourth anniversary of the Effective Date, the Issuing Authority may, upon the affirmative vote of the Issuing Authority and upon one hundred and twenty (120) days prior written notice to Licensee, increase the percentage of Gross Revenues paid annually to support PEG Access for Years five through ten of the Renewal License term. All such PEG Access Support payments to the Town shall be placed by the Town in a special PEG Access account, and not into the Town's general fund. Each such payment shall be accompanied by a general statement of the total amount of Gross Revenues subject to the fee which shall also provide in reasonable detail the general categories compromising Gross Revenues as defined in Section 1.1(11) above and the revenue attributable thereto, and the total fee amount due. The Licensee may externalize, line-item and/or pass-through this PEG Access Support on to Subscribers to the extent allowed by applicable law and regulations.

(c) The PEG Access Support payments shall be made quarterly no later than forty-five (45) days following the end of each calendar quarter. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

(d) In the event that the PEG Access Capital Funding (Section 8.3(a) above) or the PEG Access Support (Section 8.3(b) above) is not paid on or before the due dates set forth in this Renewal License for such payments, then interest shall accrue from the due date until the date paid at the rate equal to two percent (2%) above the prime rate at the at the Federal Reserve Bank of Boston or its successor.

(e) The Issuing Authority or its designee shall upon written request of the Licensee prepare an annual report for the preceding calendar year which records how the annual payment for PEG operations was spent, and what amount remained unspent at the end of the calendar year. This report shall be submitted to the Licensee within thirty (30) days of said written request.

8.4 PEG Access Equipment Ownership And Maintenance

The Town or its designee shall own all PEG access equipment and, accordingly, shall be responsible for maintenance, repair and replacement of all such PEG access equipment.

8.5 Editorial Control

Neither the Licensee nor the Issuing Authority may engage in any editorial control of the content of the access programming on the Cable System, except as otherwise required or permitted by applicable law. In furtherance thereof, the Town will require program producers to assume individual responsibility for any program-based liability, subject to the Cable Act, FCC requirements or other applicable law.

9 License Fee

9.1 Amount of Fee

(a) Pursuant to MGL Chapter 166A §9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to $0.50 per Subscriber per year, or such higher amount as may in the future be allowed pursuant to law. The number of Subscribers, for purposes of this section, shall be calculated as of December thirty-first of the preceding calendar year.

(b) The Licensee shall not be liable for a total Franchise Fee pursuant to this License and applicable law in excess of five percent (5%) of Gross Revenues; provided that such five percent (5%) shall include: (i) the License Fee payable to the Town (Section 9.1(a)); and (ii) the PEG Access Support (Section 8.3(b)), but it shall not include the PEG Access Capital Funding (Section 8.3(a)) or any other exclusions to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

9.2 Payment of Fee

Pursuant to M.G.L. c. 166A, § 9, the license fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless otherwise required by applicable law. In the event that the License Fee is not paid on or before the due date for such payments, then interest shall accrue from the due date until the date paid at the rate equal to two percent (2%) above the prime rate at the at the Federal Reserve Bank of Boston or its successor.

9.3 Other Payment Obligations and Exclusions

(a) The Franchise Fee and License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Licensee or any Affiliated Person or party shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee and License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the Franchise Fee and License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act (47 U.S.C. § 542(h)), nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a non-discriminatory tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

9.4 Accord and Satisfaction

No acceptance of any payment by the Issuing Authority shall be construed as a release or as an accord and satisfaction of any claim the Issuing Authority may have for additional sums payable as a franchise fee under this License.

9.5 Limitation on Recovery

In the event that any License payment or recomputed payment is not made on or before the dates specified herein, Licensee shall pay an interest charge, computed from such due date, at the prime interest rate.

9.6 Affiliates Use of System

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. If requested by the Town, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third-parties. Should the Town subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such a relationship.

10 Rates, Charges And Programming

10.1 Rate Regulation

The Issuing Authority shall have the right to exercise rate regulation to the extent authorized by law or regulation, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Issuing Authority. If and when the Issuing Authority exercises rate regulation, the Issuing Authority and the Licensee shall abide by the terms and conditions set forth in applicable law and regulations and by the FCC.

10.2 Continuity of Service

It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Licensee are honored.

10.3 Credits For Service Interruption

Pursuant to 207 CMR, Licensee shall grant a pro rata credit or rebate to any Subscriber whose entire Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the service interruption. Pursuant to 207 CMR, if an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro rata credit or rebate for each tier or Premium Service interruption as provided in 207 CMR.

10.4 Publication And Non-Discrimination

All rates for residential Cable Service shall be published and non-discriminatory, although discounts may be made available to senior citizens and/or handicapped Subscribers, or through bulk accounts. A written schedule of all rates shall be available upon request during Normal Business Hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers.

10.5 Senior Citizen Discount

(a) For the term of this Renewal License only, for those eligible pursuant to the provisions below, the Senior Citizen or Handicapped Citizen Discount shall be ten percent (10%) off of the price of the Basic Service tier of service, and shall not apply to any other channels or tiers and shall not apply to packages or bundles.

(b) To be eligible, a resident must meet the following criteria: sixty-five (65) years of age or older or handicapped and head of household and in each case receiving one of the following: (i) Supplemental Security Income (SSI); (ii) Medicaid; (iii) Veterans' Services Benefits; (iv) the Town's income-based senior citizen real estate tax abatement, if any, pursuant to applicable law; or (v) any other suitable criteria that the Licensee and the Issuing Authority mutually agree upon.

(c) To establish eligibility, a resident shall bring or mail a photocopy of a valid driver's license, birth certificate or other document definitively establishing age, plus a photocopy of documentation

definitively establishing receipt by the resident at time of application for this discount of any one of the programs listed in (i)-(v) of Section 10.5(b). A resident need establish eligibility for this discount only once to continue receiving it so long as they remain a Subscriber.

10.6 Basic Cable Service

The Licensee shall make available a Basic Cable Service tier to all Subscribers in the Town pursuant to applicable statute or regulation.

10.7 Programming

(a) Pursuant to 47 U.S.C. 544, the Licensee shall maintain the mix, quality and broad categories of programming as set forth in **Exhibit A**.

(b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

10.8 Lease Channels for Commercial Use

Pursuant to Section 612(b)(1)(B) of the 1984 Act, codified at 47 U.S.C. § 532(b)(1)(B), Licensee shall make available channel capacity for commercial use by Persons unaffiliated with Licensee ("leased access channel(s)").

11 Subscriber Rights And Consumer Protection

11.1 Telephone Access To Customer Service

The Licensee shall maintain a publicly listed toll-free telephone number for Subscriber access to customer service representatives and its hours of service shall meet or exceed the F.C.C. definition of normal business hours, see 47 Code of Federal Regulations, §76.309(c)(4).

11.2 Billing Practices Information And Procedures

(a) The Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of service, and refund policies, upon solicitation of service and prior to the consummation of any agreement for installation of service.

(b) All billing practices and procedures shall be governed by and the Licensee shall comply with the procedures set forth in 207 CMR § 10.00, et seq., as may be amended from time to time.

11.3 Notification Of Rates And Charges

The Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with law and regulations, and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with law and regulations.

11.4 Disconnection and Termination Of Cable Services

The account of a Subscriber shall be considered delinquent and therefore subject to disconnection only in accordance with Licensee's payment policy and subject to all applicable laws and regulations.

11.5 F.C.C. Customer Service

The Licensee shall comply with the F.C.C. Customer Service Obligations (47 C.F.R. § 76.309). The Town may, upon written request, receive a quarterly report of the Licensee's telephone statistics in order to measure the Licensee's compliance with reasonable telephone standards. Should the Town, in writing, request clarification of the Licensee's telephone report, the Licensee shall, upon invitation by the Town, schedule a meeting with the Town to review said report and advise the Town what measures are being employed by the Licensee to meet a reasonable telephone response standard.

11.6 Employee And Agent Identification Cards

All of the Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to carry an employee photo identification card issued by the Licensee.

11.7 Protection Of Subscribers Privacy

The Licensee shall fully comply with the privacy rights of Subscribers as contained in Cable Act, including Section 631 (47 U.S.C. § 551).

11.8 Parental Control Option

The Licensee shall provide parental control devices to all Subscribers who wish to be able to delete any objectionable programming from the cable service entering the Subscriber's home.

11.9 Dispute Resolution

(a) The Licensee shall, in compliance with any applicable law and/or regulations, establish a procedure for resolution of billing disputes and other complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers.

(b) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes that are both specific and similar, brought by Subscribers arising from the operations of the Licensee.

(c) In the event that the Issuing Authority finds a pattern of multiple specific and similar unresolved subscriber complaints, the Issuing Authority may request appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

11.10 Equal Employment Opportunity

The Licensee shall comply with all laws and regulations with respect to Equal Employment Opportunities.

11.11 No Discrimination

Licensee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Licensee shall comply with all Federal and State Regulations concerning non-discrimination.

12 Records, Reports, Tests And Maps

12.1 Reports Required To Be Filed With Issuing Authority

The License shall provide the Issuing Authority all reports regarding the Cable System or Cable Service required to be provided to the Town pursuant to applicable federal or State law or regulation. In addition, the Licensee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Licensee's policy in connection with its Subscribers shall, if not otherwise filed with the Issuing Authority in accordance with applicable federal or state law or regulations, be filed with the Issuing Authority upon request.

12.2 Records Required

The Licensee shall at all times maintain all records according to State and FCC regulations.

12.3 Inspection of Records

Licensee shall permit any duly authorized representative of the Issuing Authority, upon receipt of advance written notice to examine during normal business hours and on a non-disruptive basis any and all records as is reasonably necessary to ensure Licensee's compliance with the Franchise. Such notice shall specifically reference the subsection(s) of the Renewal License that is under review so that the Licensee may organize the necessary books and records for easy access by the Issuing Authority. The Licensee shall not be required by this Renewal License to maintain any books and records for License compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Issuing Authority agrees to the extent allowed by applicable law to treat as confidential any books; records or maps that constitute proprietary or confidential information to the extent such are deemed proprietary or confidential by applicable law or regulation and the Licensee makes the Issuing Authority aware of such confidentiality. If the Issuing Authority believes it must release any such confidential books or records in the course of enforcing this License, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Issuing Authority agrees that, to the extent permitted by state and federal law, it shall deny access to any of Licensee's books and records marked confidential, as set forth above, to any Person.

12.4 Annual Performance Tests

Unless required otherwise by applicable State or federal law and/or regulation, the Licensee shall conduct, on an annual basis, performance tests to ensure compliance with applicable technical specifications. The costs of such tests shall be borne exclusively by the Licensee.

12.5 Performance Evaluation Hearing

The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 12.6 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or the Licensee's attendance at such hearing under applicable law. The Issuing Authority shall provide Licensee with the results of its

performance evaluation in writing within forty-five (45) days after the conclusion of such hearing, upon written request of the Licensee.

12.6 Quality of Service

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same. Such report shall include:

(1) the nature of the Complaint or problem, which precipitated the special tests;

(2) the system component tested;

(3) the equipment used and procedures employed in testing;

(4) the method, if any, in which such Complaint/problem was resolved; and

(5) any other information pertinent to said tests and analysis, which may be required.

13 Indemnification, Insurance and Performance Bond

13.1 Indemnification

The Licensee shall, by acceptance of the Renewal License granted herein, shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims, damages and expenses due to the action(s) of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. In the event any such claim arises, the Town shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle or compromise any claims arising hereunder, and the Town shall reasonably cooperate therein, but the Town shall not be required to incur financial liability in doing so. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Town for any damages or liability resulting from the willful misconduct or negligence of the Town or for the Town's use of the Cable System, including any PEG channels. The Town shall provide reasonable notice as not to prejudice the Licensee's ability to defend the Issuing Authority or Town.

With respect to Licensee's indemnity obligations set forth herein, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the Town and the Town does not consent to the terms of any such proposed settlement, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such proposed settlement.

13.2 Insurance

(a) Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

(i) Commercial General Liability Insurance in the amount of two million dollars ($2,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town;

(ii) Automobile Liability Insurance in the amount of one million dollars ($1,000,000) combined single limit for bodily injury and property damage coverage;

(iii) Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts;

(iv) Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: $100,000; and (B) Bodily Injury by Disease: $100,000 employee limit; $500,000 policy limit.

(b) The Town shall be included as additional insured under each of the insurance policies required in this Article 9 except Worker's Compensation and Employer's Liability.

(c) Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Agreement.

(d) Each of the required insurance policies shall be with sureties qualified to do business in the State of Massachusetts, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

(e) The Licensee shall furnish the Issuing Authority with current certificates of insurance evidencing such coverage

(f) Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Agreement.

(g) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

13.3 Performance Bond

The Licensee shall submit and maintain throughout the License a faithful performance bond running to the Town with good and sufficient corporate surety satisfactory to the Issuing Authority in the amount of Twenty Thousand Dollars ($20,000) securing the performance of Licensee's obligations under this Renewal License and as otherwise required by applicable law. The company providing such bond must be authorized to provide such bond in the Commonwealth of Massachusetts. In the event that a performance bond provided pursuant to this Renewal License is not renewed or is cancelled, Licensee shall provide new security pursuant to this Section 13.3 within thirty (30) days of such failure to renew or cancellation of the performance bond.

14 Enforcement or Revocation

14.1 Determination Of Breach

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any material provision of the Renewal License, except as excused by force majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions of which the Issuing Authority believes Licensee to be in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) Cure any such default within thirty (30) days of notice thereof, or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured.

In the event that the Licensee fails to respond to such notice of default, to cure the default or to take reasonable steps to cure the default, the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after a determination has been made by the Issuing Authority that Licensee has not appropriately responded, cured, nor taken appropriate measures to attempt to cure the default, and written notice, by certified mail, of such has been delivered to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. If the Issuing Authority determines after public hearing that a continuing state of default exists, and that its cure is unlikely or untimely, Issuing Authority may determine to pursue any of the remedies available to it under law.

14.2 Revocation Of Renewal License

In the event that the License fails to comply with any material provision of the Renewal License in any material fashion, the Issuing Authority may revoke the Renewal License granted, subject to the procedures of Law and the Renewal License and M.G.L. c 166A § 11, as it exists on the date hereof.

Upon revocation or termination, Issuing Authority may apply the provision of M.G.L. 166A § 5(f) and Section 627 of the Cable Act, which requires removal of the cable system.

14.3 Enforcement

Subject to applicable federal and state law, in the event the Issuing Authority, after the hearing set forth in subsection 14.1 above, determines that the Licensee is in default of any provision of the Franchise, the Issuing Authority may:

(i) Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;
(ii) Commence an action at law for monetary damages or seek other equitable relief;
(iii) Foreclose on all or any appropriate part of the performance bond provided pursuant to Section 13.3 above;
(iv) Invoke any other lawful remedy available to the Town.

(v) In case of default of a material provision of this Renewal License, seek to revoke the Renewal License itself in accordance with Section 14.2 above.

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any stature, law or ordinance shall preclude the availability of injunctive relief or revocation remedies available under applicable laws.

14.4 Notice of Legal Action

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first: (i) give the other party reasonable notice that an action will be filed; (ii) meet with the other party promptly before it files any such action; and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

14.5 No Waiver

(a) Neither failure on the part of the Issuing Authority, the Town or the Licensee to exercise nor delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall either single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

15 Miscellaneous Provisions

15.1 Force Majeure

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, whether legal or illegal; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; labor work actions and unavailability of essential equipment, personnel, services and/or materials beyond the reasonable control of the party; and the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the Cable System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the disabled party.

15.2 Action of Parties

In any action by the Issuing Authority or the Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.3 Notices

(a) Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Board of Selectmen, Town of Millville, Longfellow Municipal Center, 8 Central Street, Millville, Massachusetts 01529, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by express receipted delivery service or certified mail (postage prepaid) to the VP/General Manager, Charter Communications, 95 Higgins Street, Worcester, Massachusetts 01606, with a copy sent to General Counsel, Charter Communications, Inc., Charter Plaza 12405 Powerscourt Drive, St. Louis, Missouri 63131, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.

(b) Subject to Section 15.4(a) above, all required notices shall be in writing.

15.4 Severability

If any section, subsection, 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 of this Franchise.

15.5 Administration of Renewal License

This Renewal License is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Renewal License must be made in writing, signed by the Issuing Authority and the Licensee.

15.6 No Recourse Against The Issuing Authority

Pursuant to Section 635A (a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commission, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

15.7 Jurisdiction

Jurisdiction and venue over any dispute, action or suit arising from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

15.8 Renewal License Exhibits

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated by reference and expressly made a part of this Renewal License.

15.9 Warranties

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against Licensee in accordance with the provisions herein;

(d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License; and

(e) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of the Effective Date of this Renewal License.

15.10 Binding Acceptance

This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

15.11 Term

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

15.12 Entire Agreement

This Renewal License sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Renewal License. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby.

15.13 Effective Date

The effective date of this Franchise shall be the date when both parties execute the Renewal License. This Franchise shall expire on the tenth anniversary of the Effective Date, unless extended by the mutual agreement of the parties.

(Signature Page Follows)

Signature Page

In WITNESS WHEREOF, this Renewal License is hereby issued by the Town of Millville, acting by and through its Board of Selectmen, as Issuing Authority, and all terms and conditions are hereby agreed to by the Licensee.

Executed by the Board of Selectmen on this 23 day of July, 2012.

Town of Millville
By its Board of Selectmen

Roland P. Barrett, Chairman

Robert F. Baker

Jennifer Dean-Wing

John M. Laura

Charles G. Poulin

Approved as to legal form:

William H. Solomon
Special Cable Counsel

Agreed to and accepted this 17th day of August, 2012.

Charter Communications Entertainment I, LLC

Signature: _____

Robert Quicksilver
Chief Administrative Officer

EXHIBIT A

BROAD CATEGORIES OF PROGRAMING

- News
- Sports
- Arts and Culture
- Health
- Science
- History
- Religion
- Government
- Local Programming
- Children's Programming