Town of Orange

Time Warner Cable

License Renewal Contract

Copy—2015

TOWN OF ORANGE
COMMONWEALTH OF MASSACHUSETTS
RENEWAL CABLE TELEVISION LICENSE

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TOWN OF ORANGE
RENEWAL LICENSE
CABLE TELEVISION SYSTEM

ARTICLE 1.

DEFINITIONS

Section 1.1: Definitions.

For the purpose of this License, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, 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 words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A) "Access Channel" means any video and/or audio channel made available by the Licensee without charge, in accordance with the terms and conditions of this License Agreement and the provisions of the Cable Act, to the Town for the purpose of transmitting noncommercial programming by the public; departments and agencies of the Town; and educational institutions in the Town, including, but not limited to public schools.

B) "Access Group" or "Public Access Group" means any not for profit group however constituted, or its successor, recognized by the Issuing Authority as responsible for managing and operating Public, Educational and Governmental Access channels in the Town.

C) "Application" means the application of the Licensee for a renewal cable television license, including the Massachusetts Form 100 and all attachments thereto.

D) "Basic Service" means any level of cable television service that includes the retransmission of local broadcast signals, and also includes Public, Educational and Government (PEG) access channels.

E) "Cable Act, "Cable Communications Policy Act of 1984" or "Act" means The Cable Communications Policy Act of 1984, as amended..

F) "Cable Advisory Committee" means any committee established by the Issuing Authority to monitor and regulate, subject to approval by the Issuing Authority, the day-to-day matters concerning the Licensee's administration and operation of its System, as well as other matters related to the License.

G) "Cable Service" means

(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.

H) "Cable Television License, Cable License, License or License Agreement" means this Agreement between the Town of Orange and Time Warner Cable Northeast LLC ("Licensee"), authorizing the Licensee to construct, maintain and operate a Cable Television System in the Town.

I) "Cable Television System, Cable System or System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable television service which includes video and audio programming and which is provided to multiple subscribers; and in particular the System constructed and operated in the Town in accordance with the terms and conditions of this License.

J) "Channel" means a frequency bandwidth carrying one television signal.

K) "Commission or Massachusetts Commission" means the Department of Telecommunications and Cable, Cable Television Division or any successor agency.

L) "Drop" means the cable that connects a subscriber's television to the rest of the distribution cable portion of the System.

M) "Educational Access" means any PEG channels) allocated for use or control by qualified educational institutions within the Town and as determined by the Issuing Authority.

N) "FCC" means the Federal Communications Commission, or any successor agency.

O) "Force Majeure" means strikes, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions; riots, epidemics, landslides; lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts; civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party.

P) "Government Access or "Municipal Access" means any PEG access channel allocated for non-commercial use or control by the Town and the Town of Orange, including any agency thereof and as determined by the Issuing Authority.

Q) "Gross Revenue" means revenue received by the Licensee which is derived from operation of the system for provision of cable service. including but not limited to:

1) All revenue received by the Licensee for cable service fees, installation and reconnection charges, and all other fees and charges collected and received by the Licensee from its Subscribers for Cable Service provided over the System;

2) All revenue received by the Licensee from sale or rental of converters, remote-control units and/or any other devices for the reception of cable service made available to Subscribers for a fee of any kind;

3) All revenue received by the Licensee from commercial leased access;

4) All revenue received by the Licensee from pay programming or pay-per-view services;

5) All revenue received by the Licensee from carriage of home shopping services carried on the System in the Town;

6) All revenue received by the Licensee that is derived from carriage of advertising on Cable Services on the System in the Town;

Gross Annual Revenue shall not include:

1) All revenue which remains uncollected at the close of the annual term (bad debt);

2) State or local sales taxes or other such taxes or fees which are imposed upon Licensee's Subscribers by a governmental unit and collected by the Licensee for such governmental unit;

3) Any license fees or assessments, other than franchise fees as defined in Section 622 of the Cable Act, which are specifically itemized on a Subscribers bill and collected incrementally from any other revenues received from Subscribers.

R) "Issuing Authority" means the Board of Selectmen of the Town of Orange.

S) "Institutional Network or I-Net" means a closed circuit cable operating for use by local government and schools for PEG Access programming. Until six (6) months from the Effective Date hereof, the I-Net shall continue as is under the immediately prior Renewal Franchise. Not later than six (6) months from the Effective Date hereof the I-Net shall be a fiber optic video origination network as further described in Sections 6.6 and 6.8 below and as further set forth in Exhibit 6.8. The I-Net may be extended to additional sites at municipal buildings and schools if the Town requests and pays the costs for such extension.

T) "Interactive Service" means any cable service which offers Subscribers the capability of both receiving and transmitting signals of any kind over the System.

U) "Interconnection" means either a physical, hardwired connection, or any interconnection via some alternative communications means, completed by the Licensee between the System in the Town and adjacent cable systems, other cable systems, state and/or federal emergency networks, higher education networks, and/or any other communications system.

V) "Leased Channel or Leased Access" means any channel capacity on the system available for lease, pursuant to the terms of the Cable Act.

W) "Licensee" or "Franchisee" means Time Warner Cable Northeast LLC, its lawful successors, transferees or assignees.

X) "Pay Programming, or Premium Services" means programming delivered for a fee or charge to Subscribers on a per-channel or per-program basis, including, but not limited to, so-called "Pay-per-view" programming.

Y) "Person" means any natural person, corporation, partnership, proprietorship or other organization.

Z) "Prime Rate" means the rate of interest announced from time to time by the Bank of Boston as its prime rate.

AA) "Public Access" means the right or ability of any resident of the Town, or any person affiliated with an institution in the Town, to use designated facilities, equipment and/or channel(s) of the System for non-commercial purposes, subject to applicable law and conditions or procedures established for such use by the Access Group.

BB) "Public Property" means any real property owned by any governmental unit.

CC) "Street" means the surface of and the space above and below, any Town-owned street, road, highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, parkway, drive, or any public easement or right-of-way now or hereafter held by the Town.

DD) "Subscriber" Any person who contracts with the Licensee to lawfully receive a cable service provided by the Licensee by means of, or in connection with, the System.

EE) "Town" means the Town of Orange, Massachusetts.

ARTICLE 2
GRANT OF AUTHORITY AND TERM OF FRANCHISE

Section 2.1: Grant of License.

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Orange, acting as the Issuing Authority of the Town, hereby grants a nonexclusive, revocable cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television system within the corporate limits of the Town of Orange.

Section 2.2: Rights and Privileges.

For the purposes of constructing, operating and maintaining a System in the Town, Licensee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets, sidewalks, bridges and other public places under the jurisdiction of the Town, such lines, cables, conductors, ducts, vaults, manholes, amplifiers, appliances, pedestals, attachments and other operating equipment as are necessary and pertinent to the operation of the System.

Section 2.3: Compliance With Applicable Laws and Ordinances.

A. This License is granted pursuant to the terms and conditions contained herein. Licensee's rights are subject to the police powers of the Town to adopt and enforce ordinances necessary to the health, safety and welfare of the public. Licensee shall comply with all applicable general laws and ordinances enacted by the Town, in accordance with federal law and the General Laws of the Commonwealth not inconsistent with the terms of the franchise.

B. This License is granted in compliance with and subject to Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance with applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), as may be amended from time to time, and all other state and federal statutes, rules and regulations in force and effect during the period for which this License is granted. This License is subject to all rules and regulations of the Massachusetts Department of Telecommunications and Cable, Cable Television Division. Any reference herein to federal and state law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

Section 2.4: Territorial Boundary.

This License is granted for the territorial boundary of the Town of Orange.

Section 2.5: License Term.

A. This License shall be for a term of ten (10) years, commencing on the Effective Date, June 20, 2015 and terminating at the end of June 19, 2025.

B. Early termination of this License may be effected by revocation in accordance with federal and state law and the terms of this License. Such early termination shall not cause either the Licensee nor the Issuing Authority to waive any rights under applicable law.

Section 2.6: Transfer and Assignment.

A. To the extent required by M.G.L. c. 166A, sec. 7, the rights granted herein shall not be transferred or assigned by the Licensee without the prior written consent of the Town. Such consent shall not be unreasonably or arbitrarily withheld. No transfer or assignment shall become effective until the transferee or the assignee has filed with the Town its written acceptance of the terms and conditions of this License. The Issuing Authority shall schedule a public hearing on a petition to transfer this License within sixty (60) days of receipt of such a petition and shall render a decision within thirty (30) days of such hearing. Such consent shall be given only after a public hearing upon a written application, as described below. The application for transfer consent shall be signed by the Licensee and by the proposed transferee or assignee, or by their authorized representatives.

B. In considering a request to transfer control of this License, the Issuing Authority may consider, subject to applicable law, the transferee's legal, financial and technical qualifications and such other criteria as are expressly permitted by applicable law.

C. The consent or approval of the Issuing Authority to transfer, lease, assign, sublease, or mortgage the 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 Property and ways or any other rights of the Town under this License.

D. The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and any State required form (such as Form 100) requesting such transfer or assignment consent.

Section 2.7: License Non-Exclusive.

The License granted herein is non-exclusive. The Issuing Authority specifically reserves the right to grant, at any time, one or more additional Licenses

for a System in accordance with state and federal law. Any such licenses shall be on substantially the same terms and conditions as contained herein. This does not necessarily require that each and every term and condition be identical, but that the benefits and burdens be essentially equivalent. The issuance of any additional license shall be subject to M.G.L. c. 166A and any licensing regulations thereunder.

Section 2.8: Issuing Authority's Right to Revoke

In addition to all other rights which the Issuing Authority has pursuant to law or equity, the Issuing authority reserves the right, after due notice and hearing as provided in M.G.L. c. 166A, Sections 11 and 19, to revoke, terminate or cancel this License in accordance with the provision of said Section 11, and/or for any material breach of the terms of the License, unless such breach is due to conditions beyond the control of the Licensee and/or any parent corporation of Licensee. In addition to, or in lieu of, said revocation, termination or cancellation, the Issuing Authority may require the Licensee to pay liquidated damages in accordance with Article 8, Section 8.4 of this License.

Section 2.9: Proceeding For Revocation Or Expiration of The License.

A. The Issuing Authority shall notify the Licensee of its intention to revoke, terminate or cancel this License. The written notice shall describe in reasonable detail the specific violation so as to afford Licensee an opportunity to remedy the violation.

B. Licensee shall have thirty (30) days subsequent to receipt of the notice in which to correct the violation before the Issuing Authority may formally revoke, terminate or cancel this License, or, in lieu of such action, impose liquidated damages as herein provided. Licensee may, within fifteen (15) days of receipt of the notice, notify the Issuing Authority that there is a dispute as to whether a violation has, in fact, occurred. Such notice by Licensee to the Issuing Authority shall stay the period described above for a period not to exceed thirty (30) days.

C. Within thirty (30) days of receipt of notice of dispute from Licensee, the Issuing Authority shall, after public notice published once each in two (2) succeeding weeks, in a newspaper of general circulation within the Town, the first such notice to be published not less than fourteen (14) days before the date of the public hearing, hear Licensee's dispute and determine whether a default or violation by Licensee has occurred. In the event the Issuing Authority determines that a default or violation has occurred, the Issuing Authority shall supplement the decision with written findings of fact.

D. If, after said hearing Licensee is found to be in default, Licensee shall then have thirty (30) days from such determination to remedy the violation or failure. At any time after that thirty (30) day period the Issuing Authority may

revoke, terminate or cancel this License and/or assess liquidated damages if Licensee has failed to remedy the violation or failure.

E. In the event this License expires and the Issuing Authority determines not to renew this License, and after all appeals have been exhausted, then the Issuing Authority and the Licensee shall implement procedures to provide for the continued operation of the System in the Town.

Section 2.10: Removal Upon Revocation, Abandonment.

Upon termination of this License by passage of time without right of renewal or otherwise, and unless Licensee renews its License for another term or Licensee transfers its license to a transferee approved by the Issuing Authority, Licensee shall at the request of the Town remove all of its above-ground attachments and wires from poles used as authorized herein, and restore such areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority may deem any such property not removed as having been abandoned. Notwithstanding the foregoing, if and to the extent federal law provides alternative procedures for disposition of the cable plant, including but not limited to sale of the system at fair market value, the Licensee may pursue such alternative procedure in lieu of removal of plant.

Section 2.11: Renewal.

This License may be renewed according to the procedural provisions of the Cable Act, M.G.L. c. 166A, and other applicable state or federal laws.

ARTICLE 3.
SYSTEM DESIGN. CONSTRUCTION AND OPERATION

Section 3.1: Residential Cable System

A. Construction Timetable/System Capabilities.

The Company currently provides and will provide throughout the term hereof a system capable of passing frequencies of not less than 750MHZ. The Company will also provide to its subscribers the benefits of advances in cable television technology taking into account the technical and economic feasibility of applying such advances to the system. Economic feasibility shall mean that the Company has a reasonable likelihood of generating a reasonable return on any necessary investment during the remaining term of the franchise, taking into account any consequent early retirement of assets.

B. Emergency Audio Alert. Licensee shall comply with federal EAS standards.

C. Service to Public Facilities. Upon request, in accordance with these provisions, Licensee shall provide free cable service to any building housing the public facilities listed in Exhibit 3.1; any other agency or department of the Town; any law enforcement or fire prevention agency; and any public primary and secondary school provided the length of the drop serving the building is no longer than two-hundred-fifty (250) feet from Licensee's System. For the purpose of this section, cable service is defined as one (1) drop with necessary wiring brought into the designated areas of each building, free of any installation charges, with a free converter connected to an existing television set if applicable, free of monthly service charges for Basic and Standard service. The actual cost of installing service requiring a drop that exceeds two-hundred-fifty (250) feet from Licensee's System, or of installing additional outlets to the interior of the building, shall be borne by the requesting party.

D. Backup and Standby Power. Licensee shall provide backup power facilities at the headend facility designed to keep the system functioning for a reasonable time if local power is lost at the headend. Standby power facilities shall also be provided at locations within the System, selected by the Licensee, to minimize outages due to localized power failures.

E. FCC Standards. The System shall be designed and installed so as to be capable of operating according to the technical standards and all applicable rules and regulations of the FCC, or any future rulemakings or standards required, or of any successor agency.

F Safety and Technical Standards. Licensee shall at all times employ the standard of care attendant to the risks involved and shall install and maintain

commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injury or nuisance to the public or employees of the Town. In addition, Licensee shall maintain adequate grounding of individual subscriber drops and all aerial or underground portions of the System plant in accordance with the Licensee's operating standards and in compliance with standard industry practice, the National Electric Safety Code, and all applicable state electrical codes.

Section 3.2: Service Area.

The initial service area, which shall not be reduced by the Licensee, shall be the corporate limits of the Town.

Section 3.3: Other Line Extension Procedures.

Residents in unserved areas of the Town, with an average density of at least twenty (20) residential dwelling units per cable mile of aerial plant or 30 residential dwelling units per cable mile of underground plant, or equivalent ratio, as measured from the nearest point of usable trunk, shall be provided service upon payment of the standard installation charge and applicable monthly fees; except that installations requiring underground drops or drops in excess of two-hundred (200) feet shall be considered a non-standard installation to be charged at Licensee's actual cost of installation. Service to homes not meeting the density requirements above shall be provided on a cost-of-labor-plus-materials basis.

Density per cable mile shall be computed by dividing the number of residential dwelling units in the area by the length, in miles or fractions thereof, of the total amount of aerial or underground cable necessary to make service available to the area in accordance with Grantee's system design parameters. The cable length shall be measured from the nearest point of access to the then-existing system, provided that extension is technically feasible from that point of access, and located within the Public Rights-of-Way. The total cable length shall exclude the drop cable necessary to serve individual Subscriber premises.

Line extension area shall be any area within the franchised area which does not meet the density standard of this section. Service will not be denied to potential subscribers located in line extension areas who are willing to contribute to the cost of construction in accordance with the following formula:

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the area where Licensee is obligated to provide cable service without a contribution in aid of construction; P equals the minimum number of dwelling units per mile which would require the Licensee to provide service

without a contribution in aid of construction; 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.

(i) Whenever the potential subscriber located in a line extension area requests a service, the Franchisee will, 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 that may be charged. The Franchisee may require pre-payment of the contribution in aid of construction. The Franchisee will provide line extensions within ninety (90) days after all necessary agreements, easements, and pole licenses have been issued, subject to special circumstances.

(ii) The contribution in aid of construction shall be in addition to the installation rate.

Section 3.4: Tree Trimming.

Licensee shall have the authority, in coordination with the Issuing Authority, to trim trees on public property within utility easements at its own expense as it may deem necessary to protect its wires and facilities.

Section 3.5: Undergrounding.

In areas of the Town where the utilities and other services are installed underground, after the execution of this License, whether required by the Issuing Authority or not, all of Licensee's new cables and wires shall be installed underground. At such times as the utilities and other services place their existing aerial services underground, the Licensee shall likewise place its facilities underground unless earlier required to do so by M.G.L. c. 166A. Underground facilities shall be placed underground according to any Highway Department regulations or Town ordinances. Licensee shall bear the cost of placing its facilities underground to the extent other users of the rights of way are required to do so.

Section 3.6: Pedestals.

The Licensee may place active or passive devices in low-profile, above-ground pedestals, where applicable and necessary.

Section 3.7: Restoration.

Any and all Streets or public property or private property that are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly repaired by Licensee, at its expense, and restored to as good a condition as that prevailing before Licensee's work to the reasonable satisfaction of the Issuing Authority.

Section 3.8: Relocation And Temporary Building Moves.

A. For Public Works. Whenever because of public necessity or the welfare of the public generally, the Town shall elect to change or alter the grade of any street, alley, or public way, or to sell or vacate any street, alley, easement or public way, or to construct or reconstruct facilities and other public improvements, Licensee shall, after thirty (30) days prior written request from the Town, remove, relay and relocate its poles, wires, cables, conduits and other fixtures at its own expense to the extent other users of the rights of way are required to do so.

B. Temporary Relocation. Licensee shall, upon the request of the Town or any person holding a building moving or demolition permit issued by the Town, temporarily raise, lower, relay, relocate or remove its wires, cables and other facilities to accommodate the moving or demolition of the building, as the Licensee shall determine. The expense of such temporary relocation shall be paid by the person requesting the same, except in the case where the Town is moving or demolishing a building without issuing of a permit, in which case there shall be no charge, and Licensee shall have the authority to establish the reasonable cost of such changes and require such payment in advance. Licensee shall be given no less than seven (7) days advance written notice to arrange for such temporary changes.

ARTICLE 4.
OPERATIONS AND CUSTOMER SERVICE

Section 4.1: Maintenance and Complaints.

A. Licensee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible.

B. Hours of Operation. Licensee's office staff will maintain regular business office hours, from Monday through Friday. Complaints concerning billings, employee courtesy, programming, safety or Licensee's operational policies shall be handled during those hours.

C. Service Calls And Reports. Licensee shall maintain a sufficient repair force of technicians that shall respond to Subscriber complaints, loss of service, or requests for Service. All complaints shall be resolved within seven (7) days from the date of the initial complaint, to the extent possible. No charge shall be made to the Subscriber for this service, except for the cost of repairs to Licensee's equipment or facilities damaged or impaired by the Subscriber.

D. Subscriber Refunds For outages. The account of any Subscriber who requests credit for an interruption of service shall be credited a prorated share of the monthly charge for the service if said Subscriber is without service for any reason, except Subscriber inflicted damages to Licensee's equipment or impairment of service, for a period exceeding twenty-four (24) hours.

E. Service Interruption Report. The Licensee shall submit a completed copy of Commission Form 500C to the Issuing Authority, or its designee, no later than two (2) weeks after each of the following dates: March 31st, June 30th, September 30th and December 31st or other such date as required by the Commission.

F. Subscriber Practices. Licensee shall have the authority to promulgate such rules, regulations, policies, prices and Subscriber practices as are reasonably necessary for its business, including installation and disconnection policies, delinquent accounts collection procedures and late penalty charges, as allowed by state laws or regulations. Upon request, Licensee shall provide to the Issuing Authority or its designee copies of all practices promulgated by the Licensee for the administration of its business as it relates to this License and maintained in writing, whether existing or hereafter promulgated. (See Exhibit 4.1.F., 207 CMR 10 - Billing and Termination of Service)

G. Customer Service Standards. Licensee shall under normal operational circumstances, furnish, render and sell cable television services in the Town to its Subscribers in a manner which conforms to FCC standards as they may

be amended from time. The FCC's current customer service standards are attached as Exhibit 4.1.G. and made a part hereof.

Section 4.2: Outage Log.

Licensee shall maintain a written or electronic log of the date, approximate time and duration of all known system interruptions (outages), whole or partial, due to causes other than routine testing and maintenance. All entries in such a log shall be maintained for a period of one (1) year and a copy shall be provided to the Issuing Authority annually, or more frequently upon request, subject to any Subscriber privacy limitations, for inspection and review.

Section 4.3: Subscriber Complaint Procedure, Report.

A. All Subscribers and members of the general public shall initially direct all complaints and inquiries regarding Licensee's service and System performance directly to the Licensee for response and resolution. In the event a complainant is not satisfied with the response or resolution offered by the Licensee, he/she may direct his/her complaint in writing to the Issuing Authority, or its designee, who shall coordinate in a timely manner with the Licensee to obtain an answer or resolution to the complaint. Upon request of either the Licensee or the complaining party, a designee of the Issuing Authority shall informally review the complaint or dispute and recommend action for resolution. Such recommendation shall not be binding on either party.

B. If a complaint or dispute cannot be resolved informally by a designee of the Issuing Authority, to the satisfaction of the Licensee or the complaining party, the matter may be referred to the Issuing Authority for hearing. The Issuing Authority shall hear the matter during a regular posted meeting, open to the public, in the presence of both parties, and shall recommend resolution.

C. The Licensee shall periodically list its business office address and publicly listed telephone number on subscriber billing notices. Licensee shall keep all written complaints it receives on file in its local business office for a minimum of one (1) year after receipt. Licensee shall submit a completed copy of Commission Form 500B to the Issuing Authority, or its designee, no later than two (2) weeks after each of the following dates: March 31st, June 30th, September 30th and December 31st or such other dates as are required by the Commission. The Licensee shall record any written and verbal complaints from Subscribers on Form 500B and the manner in which the complaints have been met, including the time required to meet the complaints. The Licensee shall within ten (10) days after receiving a request therefor, send a written report to the Issuing Authority with respect to any complaint, subject to applicable consumer privacy considerations. Such report shall provide a full explanation of the complaint, finding(s) and resolution taken or planned.

Section 4.4: Broadcast Frequency Interference.

Licensee's System performance and its regular monitoring of signal leakage for the System shall be in compliance with FCC rules and regulations.

Section 4.5 Testing of the System.

A. Licensee's methods and schedules for testing of the System on an ongoing basis shall be in compliance with its standard policies and any applicable rules, regulations and procedures prescribed by the FCC. Upon request, a copy and a summary of any test results shall be provided to the Issuing Authority by the Licensee.

B. Where evidence exists that, in the reasonable determination of the Issuing Authority, cast doubt upon the reliability or technical quality of cable service(s), after notice to Licensee and a reasonable opportunity to cure, the Issuing Authority shall have the right to require the Licensee, at Licensee's expense, to test, analyze and report on the performance of the System using the FCC standards and technical rules and regulations employed by the Licensee. The number and frequency of such tests shall be limited to one (1) test for each suspected incidence of substandard service quality. The Licensee's service quality shall be deemed adequate unless such test conclusively proves otherwise. The Licensee shall fully cooperate with the Issuing Authority in performing the tests and shall prepare the results in a report, if requested, within thirty (30) days after notice of such a request, to include but not limited to the following:

1) the nature of the complaint or problem precipitating the request for testing;
2) the system component tested and the equipment and procedures employed during the testing;
3) the method, if any, in which the complaint or problem was resolved; and
4) any other information pertaining to the tests and analysis which may be required.

If a test shows that the Company is in compliance with franchise standards, the Town shall bear the cost of such testing; if the test shows the Company is not in compliance, the Company shall bear the cost of such testing.

ARTICLE 5.
RATES AND PROGRAMMING

Section 5.1: Basic Service.

Licensee shall provide a Basic Service which shall include two (2) channels for Public, Educational and Government (PEG) Access use, in accordance with Article 6 below. To the extent allowed by federal law, all programming decisions and service channel locations on the System, as well as the Institutional Service channel locations, shall be at the sole discretion of the Licensee and may be subject to change from time to time.

Section 5.2: Rate Regulation.

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed under applicable federal and state law.

Section 5.3: Rate Adjustments Notification.

Subject to federal law, Licensee shall notify the Issuing Authority and its Subscribers at least thirty (30) days in advance each time its rates for cable television service are increased, including adjustments to all monthly service charges, installation fees and equipment rental fees, if applicable, but excluding promotional activities and competitive practices.

Section 5.4: Programming.

Licensee has offered and shall provide the following cable services:

A. All broadcast stations required to be carried by federal law;

B. All Public, Educational and Government Access channels required by Article 6 of this License;

Section 5.5: Leased Access.

Pursuant to the Cable Act, Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee. Subject to applicable federal law, all rates established for service herein are subject to change at the sole discretion of the Licensee.

Section 5.6: Channel Line-up Change Notification.

Subject to federal law, Licensee shall notify the Issuing Authority and its Subscribers at least thirty (30) days in advance each time its channel line-up is altered, including all channel realignments, additions and deletions, if applicable.

ARTICLE 6.
PEG ACCESS AND INSTITUTIONAL SERVICE DESCRIPTION AND SUPPORT

Section 6.1: Access Channels Required.

The Licensee shall provide two (2) channels on the System in the Town to facilitate non-commercial Public, Educational and Government Access programming (commonly called "PEG Access") and which shall continue to be provided at no charge to the Town or its Access Group, which shall have the capability to include a community bulletin board feature. These channels shall be shared with the Town of Athol. Subject to the terms herein and applicable law, such channels may be used by the public as described in Section 6.2 below, by departments and agencies of the Town to inform Subscribers of government services and involve them in local government, and by various schools in the Town, to transmit programming of interest to Subscribers concerning education or related activities or information.

Section 6.2: Use of Channel For Public, Educational and Government Access.

Any resident of the Town, or any organization or institution based in the Town, shall have the right to place locally produced non-commercial programming on the Public Access Channel subject to the provisions of this License and applicable laws, and the operating rules and procedures established by the Access Group. General rules for Educational Access and Government Access shall be as determined by the Issuing Authority and Access Group and the Issuing Authority of the Town of Orange in accordance with the terms herein and applicable law.

Section 6.3: Quarterly Financial Support.

On or before February 15; May 15; August 15; and November 15 of each calendar quarter during the term of this License, and any extension thereof, or at such later date as the Access Group shall determine, the Licensee shall contribute to the Issuing Authority a financial contribution to support the operation of the PEG Access channels in the Town. The amount of the contribution will be five percent (5%) of the Company's previous calendar quarter Gross Revenues derived from the operation of its cable system in the Town to provide cable service, less the amount of any payments pursuant to Section 8.7. The financial contributions shall be used solely to manage, operate and provide facilities and equipment for the PEG Access channels in the Town.

Section 6.4: Equipment for PEG Access.

A. Promptly upon execution of this Franchise but no later than 60 days after the effective date hereof, the Company shall make a payment in the amount of One hundred ninety-three thousand seven hundred sixty dollars ($193,760.00) to be

shared by the Town of Athol and the Town of Orange for PEG Access production equipment and facilities operated by the Access Group.

B. All monies paid to the Issuing Authority of the Town, and to the Commonwealth of Massachusetts which are included within the term "franchise fee" under Section 622 of the Cable Act, including the Quarterly Financial Support, and the License Fees paid by the Licensee, according to M.C.L. 166A and Section 8.7 herein but not including the cost of or money for the equipment for PEG Access provided under Section 6.4.A., shall not exceed five percent (5%) of Licensee's Gross Annual Revenues.

Section 6.5: Access Group.

A. Access Group Manages Access Facilities. The Access Group shall be responsible for managing and operating the PEG Access Channel (s) and the use of the facilities and resources available to the public and other users to produce local access programming. The Access Group shall:

1) have daily control over the operation of the Access Channels,

2) establish rules and procedures regarding the use of public access, including procedures for sharing the time reserved for each kind of PEG programming, and

3) establish, manage or oversee any other activities or procedures which are deemed necessary for the efficient operation and management of the channels for the benefit to the community.

The Licensee's obligations regarding the Access Channel(s) and the Access Group are limited to:

1) providing the necessary channel capacity on the System for the Access Channel(s) and upstream channel(s) as specified herein;

2) providing the quarterly financial support (see Section 6.3 above);

3) maintaining transmission quality on the PEG Access Channels to a quality equal to that of the other channels on the System, subject to the quality of signals generated by the Access Group; and

4) provide the equipment for PEG Access or alternative funds pursuant to Section 6.4.

B. Public Access Use: Operating Rules and Procedures.

The Access Group shall establish such written rules and procedures as are necessary to operate and manage the Access Channel, including, but not limited to, operating rules and procedures which ensure that training, use of equipment or facilities and scheduled programming time on the channel are available to all interested residents, organizations or institutions in the Town subject to the terms of this License and applicable state or federal law governing Public Access operations. A copy of the Access Group's operating rules and procedures shall be provided to the Issuing Authority and the Licensee, upon request.

C. Indemnification. The joint Access Group shall indemnify and hold harmless the Issuing Authority and the Licensee regarding the content of programming on the PEG Access channel. The Access Group shall require every Public Access user to indemnify the Access Group, the Issuing Authority and the Licensee, and to hold each of them harmless against any claims arising out any local program or programming material produced and/or cablecast on the System, including, but not limited to, claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws, licensing fees and unauthorized use of copyrighted material. Nothing herein shall operate as a waiver or limitation if any immunity the issuing Authority or Licensee may have under applicable law with respect to programming on the PEG Access Channels.

D. Logs. The Access Group shall keep a log of all live or tape-delay Public Access programming cablecast on the System and the names and addresses of all local Public Access producers. The logs shall be made available for public inspection and retained for not less than three (3) years, or as required by applicable law.

Section 6.6: Institutional Service.

(a) Until Licensee completes deployment of the fiber optic return lines described in Section 6.8 hereof, .Licensee shall continue to provide the I-Net described in Section 1.1(S) as provided and as it exists on the date hereof. The Towns may use the I-Net for any non-commercial communications between sites including data.

(b) As soon as Licensee completes deployment of the fiber optic return lines described in Section 6.8 hereof, then subsection (a) shall no longer be in force and effect.

Section 6.7:

Licensee shall monitor the downstream Access Channels for technical quality and ensure that they are maintained at standards commensurate with those which apply to the Licensee's commercial channels delivered in the same format, provided however, that Licensee shall not be required to guarantee the technical quality of PEG Access or Institutional user productions.

Section 6.8: Location of Upstream Channel Origination Points.

A. By no later than six (6) months from the Effective Date hereof Licensee shall have deployed fiber optic video return lines enabling PEG Access video originations from the four (4) Athol and three (3) Orange locations set forth in Exhibit 6.8 attached hereto and Licensee shall operate and maintain the return lines at no charge to the Town or its Access Group designee. Said video return lines shall bring the cable service transmissions from the video origination locations set forth in said Exhibit 6.8 to the Access Group's current studio location at 163 South Main Street, Athol, MA 01331 and Licensee shall transport PEG Access programming upstream from said studio to its own headend or hubsite and transmit same to Subscribers via the downstream access channels at no charge to the Town or Access Group. As of six (6) months from the Effective Date, Licensee agrees to provide, at no charge to the Town or Access designee transmitters and receivers or substantially equivalent equipment for use at the video origination locations set forth in said Exhibit 6.8 as needed for video origination from said locations. Licensee may maintain such equipment as presently in place provided it is functional and shall replace such equipment as necessary.

B. The addition of any other mutually agreeable future origination points throughout the term of this License shall be coordinated between the joint Access Group and the Licensee. The Licensee shall be entitled to reimbursement from the Access Group for the reasonable cost of labor and materials to activate any future origination points.

Section 6.9: Maintenance of Equipment.

The Access Group shall maintain both the access and institutional equipment and facilities entrusted to its use by the Issuing Authority and ensure the reasonable technical quality of origination signals. The Licensee may assist the Access Group in this responsibility upon mutual agreement of both parties.

ARTICLE 7
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 7.1: Business Office.

A. Licensee shall maintain and operate a business office in the Athol/Orange area, open during normal business hours, Monday through Friday, to allow subscribers to request service and conduct other business, including making payments, gaining programming information, settling billing disputes and registering complaints regarding service and equipment malfunction. The Licensee shall also establish a toll-free, publicly listed phone number whereby Subscribers may register customer service inquiries during normal business hours and technical service complaints on a twenty-four (24) hours per day, seven day per week basis.

Section 7.2: Installation And Complaints.

A. Timing of Installations. In accordance with the provisions of Section 3.4 herein, the Licensee shall install cable service upon request in all areas of the Town to those residents whose homes are passed by the System and who have requested service within seven (7) days of said request, excluding Sundays, in accordance with the appointment provisions of Exhibit 4.1.G.

B. Licensee's Complaint Procedure. In compliance with applicable laws, Licensee shall establish a procedure for resolution of billing and privacy disputes and 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, as well as provide a written description of such procedures to the Issuing Authority.

Section 7.3: Minimum Subscriber Information.

The Licensee will provide all prospective subscribers with complete, clear and concise written information prior to or at the time of the initial installation of cable television service and on an annual basis thereafter. Such materials shall clearly disclose the price of services offered and other information concerning Licensee's lowest priced service. Such information shall include but not be limited to the following:

A. All services, rates and charges, including deposits, if applicable, on equipment provided by the Licensee, installation costs, additional outlet charges, service upgrade or downgrade charges, relocation of cable outlet charges, and any other charges for cable service.

B. Complete written information concerning billing and termination procedures, procedures for ordering changes in cable service, and all refund

policies, including rebates or credits available upon request for loss of cable service.

C. Written information, upon request, concerning the utilization and availability of parental control devices, A/B switches, video cassette recorder connection kits, or any other auxiliary equipment or device available to Subscribers, including the cost of such devices, if applicable.

Section 7.4: Protection of Subscriber Privacy.

A. The Licensee shall respect the statutory rights of privacy of every subscriber and/or user of the System and shall not violate such statutory rights through the use of any device or signal associated with the System, and as hereinafter provided.

B. The Licensee shall comply with all privacy provisions of applicable federal and state laws, including but not limited to, the provisions of Section 631 of the Act, regarding the distribution of Subscriber names and addresses to third parties, the polling of Subscriber viewing habits and subscription preferences through the System, and the monitoring or tapping of any Subscriber outlet or receiver for any purpose, except for technical tests.

Section 7.5: Identification.

All of Licensee's employees, including repair and sales personnel and subcontractors entering private property, shall be required to display employee identification issued by the Licensee. In addition, all of Licensee's vehicles, including subcontractor vehicles, shall be distinctively identified to the public as being associated with the Licensee.

Section 7.6: Non-discrimination.

The Licensee shall not discriminate against any person in its rates, solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning nondiscrimination.

Section 7.7: Subscriber's Internal Wiring, Rf Leakage.

A. Should Licensee notify a Subscriber in writing that improperly wired internal wiring or a directly connected device is causing harm or interference to the System, particularly with regard with Rf leakage in excess of the rules and regulations of the FCC, the Licensee may require the Subscriber to discontinue his/her cable service, and in fact disconnect such service upon prior written notice

to the Subscriber, until such time as the problem is corrected. If such written notice is not practicable, the Licensee may temporarily disconnect service.

B. Should any subscriber-owned and installed equipment or device permanently damage any of Licensee's equipment or System, the Subscriber shall be liable for the full cost of such damage.

Section 7.8: Subscribers' Disconnection Rights.

Subscribers who request full disconnection of cable service shall not be responsible for further monthly service charges upon actual termination of service, or after seven (7) days notice in writing to Licensee, whichever occurs first, or such later date as is specifically requested by the Subscriber, except for past-due or delinquent charges, equipment rental fees or lost or damaged equipment deposit or repair charges. Licensee shall make a good faith effort to fully disconnect service as soon as possible after a request by a subscriber.

ARTICLE 8
LICENSE ADMINISTRATION

Section 8.1: Indemnification.

A. Licensee shall at all times indemnify and hold the Town, its elected officials and agents, harmless from all claims, actions, suits, liability, loss, expense or damages of every kind and description, including reasonable attorney's fees, which may accrue to or be suffered or claimed by any person or persons arising out of the negligence and alleged contractual dispute of the Licensee in the ownership, construction, repair, replacement, operation and maintenance of the System and by reason of Licensee's use of a copyright, property right or patent of any article or system used in the construction or operation of said System, provided the Town gives the Licensee prompt notice of any such claims, actions and suits, without limitation, in writing as provided herein.

B. In order for the Town to assert its rights to be indemnified and held harmless, the Issuing Authority must:

1) Promptly notify Licensee of any claim or legal proceeding which gives rise to such right;

2) Afford Licensee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and

3) Fully cooperate in the defense of such claim and make available to Licensee all such information under its control relating thereto.

Section 8.2: Insurance.

A. Grantee shall maintain, throughout the term of this License, liability insurance insuring the Town and the Licensee with regard to all damages mentioned in Section 8.1 above in the following minimum amounts:

1) Two Million Dollars ($2,000,000.00) for bodily injury or death from any one accident; and

2) Two Million Dollars ($2,000,000.00) for all other types of liability.

3) Applicable Workman's Compensation insurance in accordance with state laws.

B. Licensee shall file with the Issuing Authority a certificate of Insurance, listing the Town as "additional insured," and giving satisfactory evidence that an insurance policy has been obtained, with all premiums paid, and is in full force and effect.

C. The certificates of insurance and the performance bond required in Section 8.3 below shall each contain an endorsement stating that such insurance policy(s) and performance bond are intended to cover liability assumed by the Licensee under the terms of this License and shall contain substantially the following endorsement:

> It is hereby understood and agreed that this policy (or bond) shall not be cancelled or materially changed until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel or materially change the policy(s) (or bond), or unless otherwise agreed upon by Licensee and the Issuing Authority.

Section 8.3: Bond.

A. The Licensee shall maintain at its own expense throughout the term of this License a surety bond running to the Town, in the amount of $50,000 to ensure faithful performance of the license agreement. .

B. The bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be on the condition that in the event the Licensee shall fail to comply with any one or more material term or condition of this License, or to comply with any material order, permit or direction of any department, agency, commission, board, division or officer of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, rebuild, maintenance, operation or removal of the System, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit liability of Licensee under this License except that such recovery or additional rights of the Town shall be limited to the actual damages incurred.

Section 8.4 Performance Evaluation Sessions.

The Issuing Authority may, at its discretion, on an annual basis, hold a performance review and evaluation session with the Licensee on or about the anniversary of the granting of this Licensee. All such evaluation sessions shall be open to the public and a time during each session shall be set aside for public comments regarding the Licensee's performance of the System. The purpose of the evaluation sessions shall be, among other things, to review Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall have the right to question the Licensee on any aspect concerning the construction, installation, operation or maintenance of the System. Licensee shall fully cooperate with the Issuing Authority, or its designee, prior to, during and after the evaluation sessions to produce those reasonable and non-propriety documents or other materials requested by the Issuing Authority which are related to compliance with the License. Within thirty (30) days following the evaluation sessions, the Issuing Authority will send to the Licensee the minutes of the sessions. The Licensee may, at its discretion, send to the Issuing Authority a response to the minutes according to Licensee's perspective of the sessions.

Section 8.5: Information Requests, Inspection of Records and Facilities

A. The Issuing Authority, or its designee, shall have the right, upon thirty (30) days prior written notice, to inspect, review and audit all applicable books and records of the Licensee for the purpose of verifying the payment of all Licensee fees and the general compliance with all material terms and conditions of this License. The inspection shall take place at a location reasonably available to the Issuing Authority during normal business hours. The Licensee shall also have the right to distinguish which information is proprietary and the Issuing Authority may dispute such determination by referring the matter to a court of competent jurisdiction for a final ruling whether access to such documents may be obtained. All such records shall be closed to the Issuing Authority after three (3) years.

B. Upon reasonable prior written notice, as referenced above, the Issuing Authority may visit the local places of business of the Licensee and other premises and examine such records and facilities of the Licensee, which the Licensee shall determine are non-proprietary, for the purpose of determining if 1) all rules, regulations and orders of the Town, 2) all provisions of this License and 3) all other legal requirements are being complied with.

Section 8.6: Nonenforcement By Issuing Authority.

Licensee shall not be relieved of its obligations to comply with any of the provisions of this License by reason of any failure on the part of the Issuing Authority to enforce prompt compliance. Likewise, the payment of damages for

violations under this License shall not be deemed to excuse the violation. However, the Issuing Authority shall not require compensation from the Licensee in lieu of the Town's failure to enforce any provision of this License, nor shall compensation be required of Licensee in lieu of such non-enforcement as a condition of the Issuing Authority's approval of any request for modification of the terms and conditions of this License, or transfer or renewal of this License.

Section 8.7: Payments to the Town.

A. Licensee shall, on or before March 15th of each calendar year, submit a License fee to the Issuing Authority equal to fifty cents ($0.50) per subscriber per year and eighty cents ($0.80) per subscriber per year to the Commonwealth of Massachusetts. Said fees shall be separate from the annual financial support provided to the Town for access programming, according to Section 6.3 of this License.

B. The franchise fees payable to the Issuing Authority and/or its access designee shall not exceed, in the aggregate with all fees, reimbursements, contributions or assessments imposed by this License on the Licensee, including the fee imposed by Section 8.7A above (excepting and not including the cost of any funds or equipment provided pursuant to Section 6.4.A), five percent (5%) of the Licensee's Gross Annual Revenues received in or attributable to any one (1) year from the operation of the System in the Town to provide cable service provided that such fees, reimbursements, contributions or assessments are franchise fees within the federal Cable Act's definition of franchise fees in 47 U.S.C. §542 in accordance with applicable law. Accordingly, the annual amount paid the Issuing Authority for access programming pursuant to Section 6.3 herein, shall, if applicable, be reduced by the amount of any greater License fee paid to the Commonwealth and/or the Issuing Authority, except that the annual amount paid for access programming shall not be reduced until the aggregate of all such fees, reimbursements, contributions or assessments, as referenced above (excepting and not including the cost of any funds or equipment provided pursuant to Section 6.4.A), equals but does not exceed five percent (5%) of the Licensee's Gross Annual Revenues received in or attributable to any one (1) year from the operation of the System in the Town to provide cable service.

C. All charges and fees incidental to the awarding and/or enforcement of the License, including, but not limited to, payments for bonds, insurance indemnification penalties and reimbursement to the Town for legal advertising shall be paid by the Licensee.

Section 8.8: Taxes And Permits.

Payment of the License fee made by Licensee to the Town pursuant to the provisions herein shall not be considered a tax, but shall be considered a franchise fee under the Act, and shall in addition to any and all permits for construction, if

applicable, and taxes of general applicability which are now or hereafter required to be paid by any law of the Commonwealth of Massachusetts to the extent consistent with applicable law.

Section 8.9: Financial Report.

A. To the extent required by law, Licensee shall furnish to the Issuing Authority, and to the Cable Advisory Committee, no later than one hundred twenty (120) days after the end of Licensee's Fiscal year, Commission Forms 200 and 300.

B. In the event the Town or its designee receives a percentage of License fee pursuant to applicable law, the Licensee shall furnish the Issuing Authority and/or its designee, no later than one hundred and twenty (120) days after the end of the Licensee's Fiscal year, a Statement of Gross Revenues including an itemization of such Revenues similar to the itemization in the form attached as Exhibit 8.9.

Section 8.10: Non-exclusivity Of Remedy.

No decision by the Issuing Authority to invoke any remedy under this License or under state statute, law or ordinance shall preclude the availability of any other such remedy.

Section 8.11: Dual Filings.

Upon request, Licensee shall file with the Issuing Authority, at Licensees expense and in a timely manner, copies of any petitions or communications with any state or federal agency or commission pertaining to any material aspect of the System operation hereunder, that is not deemed proprietary.

ARTICLE 9
GENERAL PROVISIONS

Section 9.1: Entire Agreement.

This instrument contains the entire agreement between the Licensee and the Issuing Authority and supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing by the mutual consent of both parties.

Section 9.2: Captions.

The captions to sections throughout this License are intended only to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

Section 9.3: Severability.

If any term, condition or section of this License is held to be invalid, illegal or unconstitutional by any court of competent jurisdiction or any state or federal agency having jurisdiction thereover, such determination shall have no effect on any other term, condition or section hereof, all of which will remain in full force and effect for the term of this License or any renewal or renewals thereof. Nothing contained in this License shall require, or be construed to require, either party to violate or waive its First Amendment rights or any statute, regulation, rule or decision of any federal, state or local governmental entity, agency or court having jurisdiction.

Section 9.4: Force Majeure.

If for any 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 continuation of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the meaning assigned to it by Section 1.1 (P) of this License.

Section 9.5: Acts or Omission of Affiliates.

During the term of this License, the Licensee shall be liable for the acts or omissions of its affiliates while such are involved directly in the construction, installation, maintenance or operation of the System as if the acts or omissions of such affiliates were the acts or omissions of the Licensee provided such affiliates are under common control of Licensee.

Section 9.6: Exhibits.

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

Section 9.7: Warranties.

The Licensee warrants, represents and acknowledges that, as of the Execution date of this License:

A. The Licensee is duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the Commonwealth of Massachusetts;

B. The License has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or under 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 execution date of this License and to take all actions necessary to perform all of its obligations pursuant to this License.

C. This License is enforceable against Licensee in accordance with the provisions herein; and

D. There is no action or proceeding pending or threatened against the Licensee which would interfere with performance of this License.

Section 9.8: Statement of the Licensee.

By executing this License, the Licensee represents that:

A. None of the officers, directors or general partners of the Licensee have any relation or interest in any local broadcast television or radio station of telephone company that would violate Section 613 of the Cable Act, at the time this License was issued.

B. Any proceeding undertaken by Licensee to modify this License shall not stay the performance of obligations under this License during the pendency of such proceedings, except as permitted by law or ordered by a court.

Section 9.9: Application of License.

All the provisions of this License shall apply to the Licensee, the Issuing Authority, and their respective successors and assigns.

Section 9.10: Cost of Publication.

Licensee shall assume all reasonable costs for the publication, printing and distribution of this License, to a limit of fifteen (15) copies to the Issuing Authority.

Section 9.11: Jurisdiction.

The Issuing Authority and Licensee agree that disputes and controversies hereunder shall be submitted to the appropriate state or federal court having subject matter and/or personal jurisdiction over the parties.

Section 9.12: Notice.

A. Notices or demands required to be given under this License shall be deemed to be given when delivered personally to the persons designated below or upon the date actually received as evidenced by registered or certified mail receipt addressed as follows:

If to the Town:

Board of Selectmen
Town Hall
6 Prospect Street
Orange, MA 01331

With copies to:

Town Counsel, Town Law Department
c/o Town Hall
6 Prospect Street
Orange, MA 01331

If to the Grantee:

Time Warner Cable Northeast LLC
Attention: Government Relations
400 Old Country Road
Rockland, ME 04841

with copies to:

Time Warner Cable Law Department
Attention: Law Department, Regulatory
60 Columbus Circle
New York, NY 10023

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

B. Whenever notice of any public meeting relating to the System is required by law, regulation or this License, the Licensee shall be notified by the Issuing Authority at the address above, or such other address as may be changed by the Licensee, and a notice published in the local newspaper, sufficient to identify its time, place and purpose, at least once in each of two (2) consecutive weeks, the first publication being not less than fourteen (14) days before the day of any such meeting.

Section 9.13: Issuing Authority's Right to Intervene.

The Issuing Authority hereby reserves the right to itself, and the Licensee acknowledges that right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Licensee regarding any part of this License.

Section 9:14: Term.

All obligations of the Licensee and the Issuing Authority set forth herein, except as set forth herein differently, shall commence upon the effective date of this Licensee and shall continue for the term of the License except as expressly provided for herein.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS ____ DAY OF _____, 2015.

TOWN OF ORANGE
BY THE BOARD OF SELECTMEN

_____
Chairman

_____

_____

Approved As to Form:

_____
William August, Esq.,

This License is hereby accepted:

TIME WARNER CABLE NORTHEAST LLC

B. Whenever notice of any public meeting relating to the System is required by law, regulation or this License, the Licensee shall be notified by the Issuing Authority at the address above, or such other address as may be changed by the Licensee, and a notice published in the local newspaper, sufficient to identify its time, place and purpose, at least once in each of two (2) consecutive weeks, the first publication being not less than fourteen (14) days before the day of any such meeting.

Section 9.13: Issuing Authority's Right to Intervene.

The Issuing Authority hereby reserves the right to itself, and the Licensee acknowledges that right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Licensee regarding any part of this License.

Section 9:14: Term.

All obligations of the Licensee and the Issuing Authority set forth herein, except as set forth herein differently, shall commence upon the effective date of this Licensee and shall continue for the term of the License except as expressly provided for herein.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS 27th DAY OF May, 2015.

TOWN OF ORANGE
BY THE BOARD OF SELECTMEN

Chairman

Approved As to Form:

William August, Esq.

This License is hereby accepted:

TIME WARNER CABLE NORTHEAST LLC

By: _____

SVP and CFO, Residential Services

A TRUE COPY ATTEST: _____

By:

_____

A TRUE COPY ATTEST: _____

Exhibit 3.1

Orange Public Schools

Dexter Park School	75 Dexter Street
Fisher Hill School	59 Dexter Street
Ralph C. Mahar Regional High School	South Main Street
Orange Superintendent Office	131 West Main Street

Exhibit 3.1

Orange Public Facilities

Orange Fire Department	18 Water Street
Orange Police Department	400 East River Street
Orange Town Administrator	6 Prospect Street
Orange Town office	6 Prospect Street
Orange Highway Department	526 East River Street
Orange Water Department	16 West Myrtle Street
Orange Waste Water Department	295 West Main Street
Orange Adult Education Center	34 North Main Street
Orange Municipal Airport	590 East Main Street
Orange Council	135 East Main Street
Orange District Court	1 Court Square
Orange Armory	135 East Main Street
Wheeler Library	49 East Main Street
Moore Leeland Library	172 Athol Road

Exhibit 6.8

LOCAL ORIGINATION POINTS

Athol
Athol Orange Community Television Access Facility – 163 S. Main Street
seven fixed receivers for video return lines and two fixed transmitters or substantially equivalent equipment
Athol Town Hall Room 21, 584 Main Street - one fixed transmitter or substantially equivalent equipment
Athol Royalston Regional High School – 2363 Main Street

Route 202 Bridge Pole #1/10
South Main Bridge pole #0-50/22

Orange
Orange Town Hall, Main Meeting Room, – 6 Prospect Street -one fixed transmitter or substantially equivalent equipment
Ralph Mahar Regional High School at Media Distribution Room – 507 South Main Street

Orange River Front Park pole #4-84/4S-1

License shall provide the Access Designee three (3) portable transmitters for use among the above listed video origination points not having a fixed transmitter.