Comcast Cable Communications, Inc.
676 Island Pond Road
Manchester, NH 03109
603.695.1436 Tel.
603.628.3325 Fax
www.comcast.com

April 20, 2005

VIA OVERNIGHT MAIL

Board of Selectmen
Town of Wareham
54 Marion Road
Wareham, MA 02571

Re: Wareham Renewal Cable Television License

Dear Chairman and Members of the Board:

Enclosed please find one (1) fully executed original of the Cable Television Renewal License between the Town of Wareham and Comcast of Massachusetts I, Inc. As you know, the term is for ten (10) years, which commenced on April 1, 2005 and will expire at midnight on March 31, 2015.

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

Sincerely,

Ronni A. Summerton
Franchising Manager

/ras
Enc.
cc: William H. Solomon, Esq. – Attorney at Law *(2nd original)*
Brian Merrick - Massachusetts Cable Television Division Municipal Liaison
Nick Leuci - Comcast Regional Director of Government and Community Relations *(3rd original)*
Lou Russo - Comcast Director of Government and Community Relations *(4th original)*
Mary O'Keeffe - Comcast Manager of Government and Community Relations
Comcast Accounting Department
Comcast Division Franchising Department

UPS CampusShip: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. **Fold the printed label at the dotted line.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. **GETTING YOUR SHIPMENT TO UPS**
   Customers without a Daily Pickup
   - Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.
   - Hand the package to any UPS driver in your area.
   - Take your package to The UPS Store™, Customer Center or Authorized Shipping Outlet.
   - Drop off your Air Shipments including Worldwide Express SM at one of our 50,000 UPS locations.

   Customers with a Daily Pickup
   - Your driver will pickup your shipment(s) as usual.

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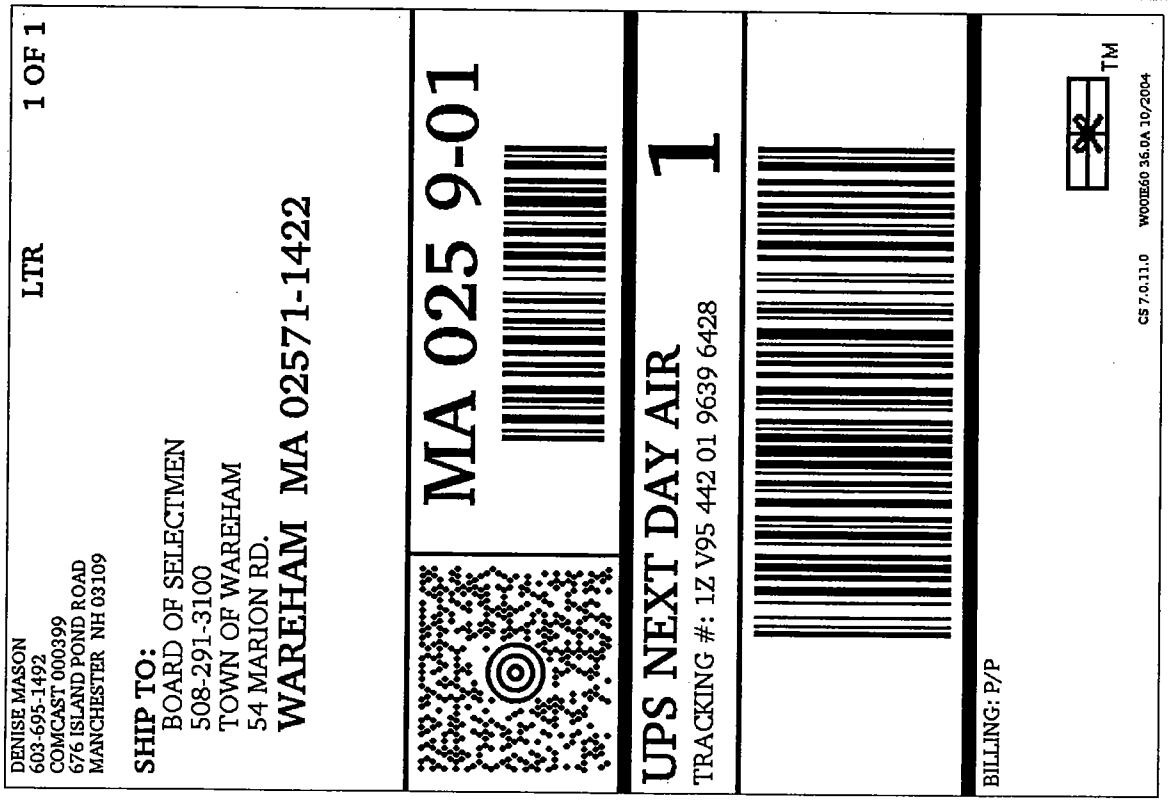

Wareham Cable Television Renewal License Granted to Comcast of Massachusetts I, Inc.
April 1, 2005

AGREEMENT

This Cable Television Renewal License entered into this 1st day of April, 2005, by and between the Board of Selectmen of the Town of Wareham, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts I, Inc. ("Comcast").

WITNESSETH

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Comcast" or "Licensee"), is the duly authorized holder of a renewal cable license to construct, maintain and operate a Cable Television System in the Town of Wareham, Massachusetts (hereinafter the "Town"), said license having an effective date of August 7, 1994;

WHEREAS, Comcast filed a written request for a renewal of its license and a proposal for said renewal, pursuant to the Cable Communications Policy Act of 1984, as amended, on July 29, 2004;

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

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

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

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

ARTICLE I

DEFINITIONS

Section 1.1 - - - DEFINITIONS

For the purpose of this Renewal License, 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.

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

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

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

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

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

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Communications Act (the "Cable Act""): Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as

further amended by Public Law No. 104-458, 110 Stat. 56 (1996) (the Telecommunications Act of 1996).

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

(9) Cable Service: (A) The one-way transmission to subscribers of (i) video programming or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(10) Cable Television System or Cable System: A facility, owned, constructed, installed, operated and maintained by Licensee in the Town of Wareham, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand and/or control reception capacity and/or unscrambled coded Signals distributed over the Cable System.

(14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Wareham, Massachusetts.

(15) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(16) Drop or Cable Drop: The coaxial cable that connects each home or building to the Feeder Line of the Cable System.

(17) Educational Access Channel: A specific channel(s) on the Cable System owned by the Licensee and made available for use to Wareham educational institutions and/or educators, including the Wareham Public Schools, wishing to present non-commercial educational Video Programming and information to the public, and managed and operated by the Issuing Authority or its designee(s).

(18) Effective Date (the "Effective Date"): April 1, 2005.

(19) FCC: The Federal Communications Commission, or any successor agency.

(20) Government Access Channel: A specific channel(s) on the Cable System owned by the Licensee and made available for use to the Issuing Authority and/or its designees for the presentation of non-commercial Video Programming and/or information to the public, and managed and operated by the Issuing Authority or its designee(s).

(21) Gross Annual Revenues: Revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable System for the provision of Cable Service(s) including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; all Pay-Per-View, Pay Cable and Premium Service revenues; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscriber; installation, reconnection, downgrade, upgrade, and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Cable Service Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales;; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly 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 License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(22) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(23) Hub or Hub-site: A sub-Headend, generally located within a Cable Television community, used either for the purposes, which may include but not be limited to (i) Signal processing or switching, or (ii) placement of a fiber node or transportation super trunk.

(24) Issuing Authority: The Board of Selectmen of the Town of Wareham, Massachusetts.

(25) Leased Channel or Leased Access: A video channel that the Licensee owns and shall make available pursuant to Section 612 of the Cable Act.

(26) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Wareham, which shall have the meaning as set forth in Section 622 (g) of the Cable Act and M.G.L Chapter 166A.

(27) Licensee: Comcast of Massachusetts I, Inc., a Delaware Corporation, or any successor or transferee in accordance with the terms and conditions in the Renewal License.

(28) Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.

(29) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(30) Outlet: An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System. Outlet, when used in the context of an I-Net Outlet, means an interior receptacle, generally mounted in a wall that is used to connect PEG Access-related audio and video equipment to the I-Net.

(31) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(32) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(33) PEG: The acronym for "public, educational and governmental," Access used in conjunction with Access Channels, support and facilities.

(34) PEG Access channels: Any channel(s) owned by the Licensee and made available for the presentation of PEG Access Programming.

(35) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or legally recognized group of individuals acting in concert.

(36) Prime Rate: The prime rate of interest, at the Federal Reserve Bank or its successor.

(37) Public Access Channel: A specific channel(s) on the Cable System owned by the Licensee and made available by the Licensee for the use of Wareham residents and/or organizations wishing to present non-commercial Video Programming and/or information to the public, and managed and operated by the Issuing Authority or its designee(s).

(38) Public Buildings: Those buildings owned, occupied, and used by the Town for government administrative purposes or by a public school for educational purposes, and shall not include buildings owned by the Town but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(39) Public Way, Place or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. 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.

(40) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(41) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(42) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(43) Signal: Any transmission of electromagnetic or optical energy, which carries Programming from one location to another.

(44) State: The Commonwealth of Massachusetts.

(45) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(46) Subscriber Network: The Cable Television System of at least 750 MHz owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(47) Town: The Town of Wareham, Massachusetts.

(48) Town Counsel: The Town Counsel of the Town of Wareham, Massachusetts.

(49) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Cable Drop(s) to Subscriber's residences.

(50) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(51) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(52) Video Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(53) Video Return Line: A passive coaxial or fiber connection without active electronics, between designated locations for the sole purpose of transport one-way composite video and audio Signals.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 - - - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Wareham, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of Wareham.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenue, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Wareham within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Wareham. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and Places.

(d) Grant of this 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 the Licensee and other parties regarding use of Public Ways and Places shall be resolved in accordance with any applicable regulations of the Town and lawful special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2 - - - TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on April 1, 2005, and shall expire on March 31, 2015, unless sooner, terminated as provided herein or surrendered.

Section 2.3 - - - NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This 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 Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Wareham; or the right of the Issuing Authority to permit the use of the Public Ways and Places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4 - POLICE AND REGULATORY POWERS

(a) 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 welfare of the public. The Licensee shall comply with all applicable Department of Public Works regulations, and any lawful by-laws and/or regulations enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

(b) The Issuing Authority shall notify the Licensee of any proposed changes in by-laws and/or regulations pertaining to any material aspect of the Cable System operation hereunder, and shall provide copies of such proposed by-laws to the Licensee upon the Licensee's written request.

Section 2.5 - - - REMOVAL OR ABANDONMENT

Upon termination of the Renewal License, or of any renewal thereof by passage of time or otherwise, unless: (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority pursuant to 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 as is reasonably possible as soon as practicable. 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.

Section 2.6 - - - TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to 207 CMR 4.04, as it may be amended, and applicable federal law, in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under federal and state law and regulation.

(c) The consent or approval of the Issuing Authority to any assignment or 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, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended pursuant to applicable law.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7- - - EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of the Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 - - - SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town its existing 750 MHz Subscriber. Said Cable System shall be fully capable of carrying a minimum of seventy-eight (78) video channels in the downstream direction.

(b) The Licensee shall install and maintain, throughout the term of the Renewal License, standby power at its Headend. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators and shall become automatically activated upon the failure of the Licensee's normal power supply.

(c) The Licensee shall transmit all of its Signals to Wareham Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

Section 3.2 - - - VIDEO RETURN LINES

(a) The Licensee shall continue to make available and maintain its existing Institutional Network ("I-Net") to be utilized by the Town, Town departments, the Issuing Authority and its designees and the public schools through May 1, 2006. The I-Net shall continue to be a bi-directional high-split network having a forward bandwidth of 222 MHz to 550 MHZ and a return bandwidth of 5 MHz to 186 MHz.

(b) The Licensee shall, at License's sole cost and expense, construct and own Passive Coax/Fiber Video Return Lines to the Town Hall Hub-site in order that PEG Access Programming originating from the municipal and school buildings identified in **Exhibit 3.2** can be sent upstream on a Video Return Line and then automatically switched to the designated downstream Subscriber Network PEG Access channel at the Licensee's Headend, by May 1, 2006. There shall be no charge to the Town or its designee(s) for said automatic switching. The Town, or a designee of the Town or an access corporation, shall be responsible for any manual switching necessary to cablecast any PEG Access Programming. The Issuing Authority and/or its designee(s) shall make available space at no charge for the term of the License, for the Licensee's Video Return Line equipment rack described herein and shall allow Licensee access to its equipment. The Licensee shall notify the Town or its designee prior to accessing the equipment. Additional or relocated Video Return Line Drops, in excess of the above shall be installed by the Licensee subject to payment by the Town of the Licensee's actual cost of installation plus a reasonable rate of return, in accordance with applicable law. Licensee may pass through to Subscribers these construction costs in

accordance with applicable law and/or regulation.

(c) The Licensee shall have the sole responsibility for maintaining the Video Return Lines, except end-user equipment. Construction and maintenance costs of the Video Return Lines shall be subject to pass through in accordance with applicable law and/or state regulation. The Town shall have sole responsibility for its end-user equipment. The Licensee shall not be responsible for maintaining Town installed wiring, devices or signals, which are not under the Licensee's control or ownership. The Licensee shall maintain the Video Return Lines Signal quality with standards commensurate to its residential network.

(d) Excluding conditions beyond the control of the Licensee, the Licensee shall begin working on I-Net or Video Return Line service interruptions promptly, and in no event later than twenty-four (24) hours after the interruption becomes known. The respective party shall make corrective action(s), to their respective equipment as needed, in a timely manner as circumstances allow. The Town shall be responsible for checking to ensure their equipment is not causing the problem before requesting a service call from the Licensee. If the problem is determined to be caused by equipment owned by the Town or its designated access corporation, the Licensee reserves its right to invoice the Town or its designated access corporation, respectively, for the cost of said service call. Upon receipt of the invoice, the Town or its designated access corporation, as the case may be, shall pay the amount due within thirty (30) days. If there is a problem or dispute over this issue, the Town agrees not to escalate this into a situation of non-compliance until a mutually agreed upon third party decision is made. It is agreed between the parties that all costs related to paying the third party shall be shared equally.

Section 3.3 - - - PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

Section 3.4 - - - EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.5 - - - SYSTEM TECHNICAL SPECIFICATIONS

The Cable Television System shall conform to the FCC technical specifications.

Section 3.6 - - - CONVERTER BOX/REMOTE CONTROLS

Pursuant to applicable law, upon availability, and if economically feasible, the Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services. The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1 - - - AREA TO BE SERVED

(a) The Licensee shall make its Cable System Service available to residents of the Town, within seven (7) business days of a request therefore, subject to paragraph (b) below, unless the Licensee is legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or Multiple Dwelling Units ("MDU"). The Licensee shall make its best efforts to obtain such private rights-of-ways and MDU access agreements in the Town in order to make Cable Service(s) available to all residents.

(b) Installation charges shall be non-discriminatory. An aerial standard installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. An underground installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred twenty five feet (125') from the existing Trunk and Distribution System and additions thereto. Underground installations within 125 feet of the existing cable plant requiring trunk or distribution type (e.g., amplifier and feeder cable) construction or involving a hard surface or that require boring through rock or under sidewalks and asphalt street are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment. The Licensee may charge residents located more than 150' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee may charge residents for underground Drops located more than 125' from the existing Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard aerial installations that are more than 150 feet from the existing aerial Trunk and Distribution system and non-standard underground installations.

(c) Provided the Licensee has at least ninety (90) days' prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board require that developers give timely notice of trenching and underground construction to the Licensee.

Section 4.2 - - - LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Wareham. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and Places. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.3 - - - UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) The Town shall make best efforts to notify the Licensee of any underground grant-of-location requests submitted to the Town by a utility.

Section 4.4 - - - TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to regulations of the Town.

Section 4.5 - - - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public Place, the same shall be replaced and the surface restored in as good condition as is reasonably possible 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 shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply with 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.

Section 4.6 - - - TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7 - - - DISCONNECTION AND RELOCATION

The Licensee shall, upon reasonable advance notice, at no charge or cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and Places, or remove from any street or any other Public Ways and Places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8 - - - SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, any other applicable federal regulations, all State laws and regulations, local by-laws, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.9 - - - PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town rules, regulations and/or by-laws. All such pedestals shall be shown on the construction maps submitted to the Town in accordance with Section 4.12 infra.

Section 4.10 - - - PRIVATE PROPERTY

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

Section 4.11 - - - RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

Section 4.12 - - - CABLE SYSTEM MAPS

Upon written request, the Licensee shall file with the Issuing Authority strand maps of all Cable System plant. Upon written request said strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains, If changes are made in the Cable System, the Licensee shall notify the Issuing Authority and, upon written request, the Licensee shall file updated maps annually, not later than sixty (60) days after a written request.

Section 4.13 - - - SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

Section 4.14 - - - COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Licensee.

Section 4.15 - - - SERVICE OUTAGE NOTIFICATION

The Licensee shall, upon written request by the Issuing Authority, provide a written explanation of any service outages in the Town, according to applicable law.

Section 4.16 - - - DIG SAFE

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

Section 4.17 - - - RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense, including materials and labor, caused by relocation of any fire alarm cable or equipment to make poles ready for the Licensee's cable or equipment. The Town shall cooperate in this relocation so as to minimize delay in the Licensee's installation, maintenance and repair schedule.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 - - - BASIC SERVICE

The License shall make Basic Service available to all Subscribers

Section 5.2 - - - PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Video Programming set forth in **Exhibit 5.2(a)**. Pursuant to applicable federal law, all Video Programming decisions, including the Licensee's current Video Programming in the Town, listed in **Exhibit 5.2(b)**, other than the PEG Access Channels required by this Renewal License, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, as may be amended from time to time, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Wareham Video Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3 - - - LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4 - - - VCR/DVD/CABLE COMPATIBILITY/EQUIPMENT POLICIES AND PRACTICES

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and record any channel and set their "time shifter" to record multiple channels, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR/DVD owners to record and view any channel capable of being tuned by such owner's television set and/or VCR/DVD, except two scrambled Signals. Said A/B switch shall be available

to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License.

(c) The Licensee reserves its rights to scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

Section 5.5 - - - CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6 - - - FREE DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS, INCLUDING SCHOOLS

(a) The Licensee shall continue to provide and maintain one (1) free Subscriber Cable Drop and Outlet and monthly Basic Service to all police and fire stations, public schools, public libraries and other Public Buildings which are occupied by municipal employees and not leased to third parties, and the Access studio along the Cable System plant route included in **Exhibit 5.6,** attached hereto and made a part hereof. The Licensee shall provide, install and maintain a Subscriber Cable Drop and Outlet and Basic Service to any other Public Buildings and schools along the Cable System plant route as designated in writing by the Issuing Authority, however if a Cable Drop is greater than 150' in distance from the existing Trunk and Distribution System along the Cable System plant route the cost of said installation shall be paid for by the Town. Underground installations within 150 feet of the existing cable plant requiring trunk or distribution type (e.g., amplifier and feeder cable) construction or involving a hard surface or that require boring through rock or under sidewalks and asphalt street are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for said installation and provision of monthly Service and related maintenance, other than stated above.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the Town, if necessary for the reception of monthly Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The License shall discuss the location of each Drop and/or Outlet with the proper official in each of the buildings entitled to such a Drop and/or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority, subject to force majeure.

(d) Nothing in this Section shall require the Licensee to move existing Drops or Outlets or install an additional Drop or Outlet to any municipal or Town owned Public Building which already has a free Drop or Outlet provided under the terms of the prior license or this License. Additional or relocated Drops, in excess of the above shall be installed by the Licensee subject to payment by the Town or its designee(s) of the Licensee's actual cost of installation plus a reasonable rate of return, in accordance with applicable law.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS/ TECHNOLOGY

Section 6.1 - - - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

Subject to Section 6.4 below, the Town or its designee(s) (which designee may include a non-profit Access Corporation, (including the Wareham Public Schools), as designated by the Issuing Authority), shall be responsible for the provision of public, educational and/or governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2 - - - PEG ACCESS - RESPONSIBILITIES

The Town and/or its designee(s) may provide services to PEG Access Users and the Town, as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;

(2) Manage the PEG Access studio;

(3) Manage the funding, pursuant to Section 6.5 below;

(4) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.6 below;

(5) Conduct training programs in the skills necessary to produce PEG Access Programming;

(6) Provide technical assistance and production services to PEG Access Users, in accordance with available funding;

(7) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(8) Provide publicity, fund raising, outreach, referral and other support services to PEG Access Users;

(9) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and

(10) Accomplish and perform all such other tasks as appropriate and necessary, as may be authorized by the Issuing Authority.

Section 6.3 - - - PEG ACCESS CHANNELS

(a) In accordance with 47 U.S.C 531, the Licensee shall provide the Town or it designeeone (1) PEG (Public, Educational, Government) Access channel for non-commercial use by residents of the Town, Town educational authorities, organizations serving the Town and Town government officials. A second PEG channel shall be provided by the Licensee to the Town or its designee at such time, on or after December 1, 2005, as the Issuing Authority or its designee is able to provide a modulated Signal for transport. No sooner than September 1, 2005, a third PEG access channel may be requested in writing by the Issuing Authority. The Licensee shall have a right to request a hearing before the Issuing Authority regarding said third access channel, however the final determination regarding the provision of said third PEG Access Channel shall be made by the Issuing Authority in its sole discretion. The Licensee shall have twelve (12) months following a written notice of said determination from the Issuing Authority to make the third access channel available.

(b) Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers without charge to the Town, the public schools, or any organizations serving the Town, except as otherwise provided for herein.

(c) The Licensee shall not change the PEG Access channel locations, without the advance written notification to the Issuing Authority and the Access Corporation.

(d) The Licensee shall, upon seven (7) days written notice by the Issuing Authority or its designee, install a modulator and character generator (supplied by the Issuing Authority from the existing PEG Access equipment (if available in accordance with the multi-town process setout in Section 6.8 below or otherwise provided by the Issuing Authority or its designee) at the Wareham Town Hall or such other location designated by the Issuing Authority.

(e) For each Access Channel to be activated, the Issuing Authority and/or its designee(s) is responsible for providing a video with accompanying audio Signal from the Issuing Authority's or its designee(s)' modulator that meets the minimum FCC technical standards. The Issuing Authority's or its designee(s)' responsibilities include, but are not limited to, the purchase, maintenance, repair and/or replacement of said modulator. The output of the Issuing Authority's and/or its designee(s)' modulator is the demarcation point for connection to the Institutional Network. The Licensee's responsibility for Signal transport begins at the output of the modulator.

The Licensee shall coordinate the activation with the Issuing Authority and or its designee(s). The Issuing Authority or its designee(s) is responsible for purchasing all end-user equipment.

Section 6.4 - - - PEG ACCESS STUDIO

The Licensee shall continue to operate, maintain and staff its full-time Public Access studio, located at 149 Wareham Road (Route 6), Marion, including the operation of Channel 9, until April 15, 2005, unless otherwise mutually agreed upon by both parties.

Section 6.5 - - -ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide annual funding for (paid as described in Section 6.5(b) below) to the Issuing Authority in the amount of four and one-half percent (4½%) of the Licensee's Gross Annual Revenues. From said four and one-half percent (4½%) payment of Gross Annual Revenues, the Issuing Authority shall provide minimum annual funding (paid on the same quarterly/semi-annual basis, respectively) of four percent (4%) of said Gross Annual Revenues to the Access Corporation for PEG Access when said Access Corporation is in legal existence and has a federal tax identification number. The percentage retained by the Town, If any, which may not exceed one-half percent (1/2%) of said Gross Annual Revenues shall be used by the Town for PEG Access.

(b) Said PEG Access funding shall commence accruing on April 15, 2005 for the period April 15 to June 30, 2005 and due August 15, 2005. PEG Access funding shall be paid on a quarterly basis for the first three (3) years and thereafter on a semi-annual basis by the Licensee as follows:

Due Date – 2005 to 2008	Quarter
May 15th	January 1 - March 31
August 15th	April 1 - June 30
November 15th	July 1 - September 30
February 15th	October 1 - December 31

Due Date – 2009 to 2015	Time Period

August 15th	January 1 - June 30
February 15th	July 1 - December 31

The final payment is due for the period January 1, 2015 to expiration, forty-five (45) days after expiration of this Renewal License.

(c) On or before May 1, 2005, the Licensee shall make a one-time advanced PEG Access payment in the amount of Eighty Thousand Dollars ($80,000) to the Issuing Authority or its designee(s). This payment will be credited against future PEG Access payments as follows: Twenty Five Thousand Dollars ($25,000) against the quarterly payment due on August 15, 2005, Twenty Five Thousand Dollars ($25,000) against the quarterly payment due on November 15, 2005 and Thirty Thousand Dollars ($30,000) against the quarterly payment due on February 15, 2006.

(d) There shall be no charge to the Town, its PEG Access designee(s) or PEG Access Users for said PEG Access annual funding.

(e) The Licensee shall file with each of the payments pursuant to paragraphs (c) above a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the total Gross Annual Revenue as defined in Section 1.1(20).

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments accrue from thirty (30) days past the date due at two percent (2%) above the Prime Rate.

Section 6.6 - - - PEG ACCESS/TECHNOLOGY CAPITAL FUNDING

(a) The Licensee shall make the following capital payments: (i) no later than thirty (30) days after the Effective Date of this Renewal License, the Licensee shall make a PEG Access capital/equipment/facility payment in the amount of Two Hundred Ninety-Seven Thousand Dollars ($297,000.00) to a non-profit PEG Access corporation designated in writing by the Issuing Authority (if such non-profit PEG Access Corporation is not so designated and in legal existence with a federal tax identification number at such time, said payment shall be made to the Issuing Authority to be placed in a special account by the Issuing Authority and provided to the Access Corporation upon completion of its legal status and receipt of its federal tax identification number), and (ii) no later than sixty (60) days after the Effective Date of this Renewal License, the Licensee shall make a technology payment in the amount of Two Hundred Twenty Five Thousand Dollars ($225,000.00) to the Issuing Authority

(b) Licensee may pass through to Subscribers these capital/equipment/facilities payments in accordance with applicable law and/or regulation. Under no circumstances shall said

capital/equipment/facilities payment be counted against (i) the annual funding payable to the Town and/or its designee pursuant to Section 6.5 above: (ii) the Licensee Fees payable to the Town pursuant to Section 7.1 below, and/or (iii) any other fees or payments required by applicable law.

(c) The Licensee shall not be responsible for equipment owned by the Town and/or its designee(s), including, but not limited to its maintenance, insurance, repair, or replacement thereof.

SECTION 6.7 - REPORT OF DISBURSEMENTS

Upon written request by the Licensee, no more than once per year, the Issuing Authority shall provide, within one hundred twenty (120) days, a written report of actual disbursements made of the funds provided by the Licensee during the prior calendar year only, pursuant to this Renewal License and applicable federal and state law. If upon review of the financial records, the Licensee determines expenses were not related to a use allowed pursuant to the Renewal License, the Licensee shall refer the matter to the Issuing Authority or its designee(s) who shall investigate said complaint, and report its findings to the Licensee. If the Issuing Authority or its designee(s) determines that funds were misused, it shall take appropriate corrective action for future compliance. If a subsequent violation should occur, a public hearing may be held to address said violation and review procedures for proper use and accounting procedures.

Section 6.8 - - - EXISTING PEG ACCESS EQUIPMENT

(a) The Licensee shall, within seven (7) days of closing the PEG Access Studio, located at 149 Wareham Road (Route 6), in accordance with Section 6.2 above, grant, and deliver to the Town and/or the Town's designee(s): the Town's proportionate share of the existing Licensee-owned PEG Access studio, production, modulation, and cablecasting equipment located at the Licensee's studio located at 149 Wareham Road (Route 6), Marion. An inventory of all such studio, production and cablecasting equipment as of the Effective Date of this Renewal License is attached hereto as **Exhibit 6.8**. The Town's proportionate share (sixty percent (60%)) or such other percentage as agreed to in a writing signed by the issuing authorities of the Towns of Marion, Mattapoisett, Rochester and Wareham) and the specifics of the equipment to be delivered shall be determined by said four (4) towns prior to said delivery. The Issuing Authority and/or its designee(s) shall be responsible for the installation and set-up of said equipment. The Licensee shall have no further responsibility whatsoever for said equipment, for any and all renovations, including but not limited to electrical, HVAC, lighting grids and any other associated equipment/materials that may be necessary for the operation of the Town's new PEG Access studio.

(b) Said equipment shall be deeded in "as is" condition and without warranty. Upon transfer of said equipment, the Licensee shall not have any further responsibility whatsoever for

equipment owned by the Town and/or its designees, including but not limited to maintenance, insurance, repair and/or replacement of said equipment. The Licensee shall provide to the Issuing Authority all existing equipment warranties and information, including installation, setup, configuration and operation manuals, if available.

(c) After Licensee closes its PEG Access studio at 149 Wareham Rd., Marion, MA and PEG Access becomes the responsibility of the Issuing Authority and/or its designee(s), the Licensee shall, within two (2) business days of the modulator and character generator being installed by the Town or its designee at Wareham Town Hall or such other location designated by the Issuing Authority, then connect the output of the Issuing Authority's and/or its designee(s)' modulator and character generator to the Institutional Network.

(d) Prior to the Licensee disassembling the existing PEG Access studio, the Issuing Authority or its designee(s) may make a visit to the current studio to see how said equipment is connected and integrated.

Section 6.9 - - - PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with 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. The Access Corporation shall be responsible for the picture quality of all PEG Access productions. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

Section 6.10 - - - PEG ACCESS CABLECASTING

(a) In order that the Town and/or its designee(s) can cablecast its Programming over the PEG Access Downstream Channels, PEG Access programming shall be modulated, then transmitted on the Institutional Network from an Institutional Network drop site to the Headend, without charge, for such purpose. At the Headend, said Access programming shall be retransmitted in the downstream direction on one of the three (3) Downstream PEG Access Channels.

(b) The Licensee shall continue to own, operate, maintain, repair or replace equipment at the Headend in order to receive and process upstream Programming from the Institutional Network and routing such programming through the Headend for distribution to the Subscriber Network.

(c) No later than May 1, 2005, the Licensee shall provide origination capability through the Institutional Network from a room with origination capability at the Wareham Town Hall to the Licensee's Headend.

(d) The Licensee shall provide the Town and its designee(s) with the capability to ensure that said Programming is properly switched electronically to the appropriate PEG Access Downstream Channel, in an efficient and timely manner. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channels. The Licensee shall not charge the Town and/or its designee(s) for such electronic switching responsibility. Any manual switching that may be necessary for multiple remote origination cablecasting shall be the responsibility of the Issuing Authority or its designee(s). The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(e) The Licensee shall provide and maintain, at no cost to the Town, all necessary processing equipment at the Licensee's Headend in order to switch upstream Signals from the Town and/or its designee(s) to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide, repair, maintain or replace end-user equipment.

Section 6.11 - - - CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 6.12 - - - PEG ACCESS COSTS

There shall be no charges to the Town, its designee(s), and/or PEG Access Users for use of the PEG Access Channels.

ARTICLE 7

ANNUAL FUNDING TO THE TOWN

Section 7.1 - - - LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of the Renewal License, a License Fee equal to fifty cents ($.50) per Subscriber per year, or such higher amounts as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall (i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's regional financial representative, documenting, in reasonable detail the total of all Gross Annual Revenues, as defined in Section 1.1(20), derived during the previous year .

(c) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided that said five percent (5%) shall include the following: (i) the Annual Support for PEG Access pursuant to Section 6.5 above and (ii) any License Fees that may be payable to the Town and the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the capital payment payable to the Town or its designee(s) pursuant to Section 6.6 above; (iii) the existing PEG Access equipment pursuant to Section 6.7 above; (iv) the Video Return Lines pursuant to Section 3.2; (v) the costs related to any liquidated damages pursuant to Section 11.2 below; (vi) any payments, expenses, or replenishment of the Performance Bond pursuant to Section 9.2 below.

Section 7.2 - - - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person 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 License Fee which shall be a separate and distinct obligation 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 License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or 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 System.

Section 7.3 - - - LATE PAYMENT

In the event that the License Fee herein required, is not tendered to the Town on or before the date fixed for such payment, interest due on such fee shall accrue from thirty (30) days past the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the town pursuant to this Section 7.3 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Sections 7.1 hereof, and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.4 - - - RECOMPUTATION

(a) Tender or acceptance of any payment of a License Fee or any payment required in Article 6 of this Renewal License, shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payments be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Section 7.3. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the calendar year, and shall occur in no event later than one (1) year after the final quarterly License Fee is tendered for the respective calendar year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect,

the Licensee shall have thirty (30) business days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Town and/or the Access Corporation, without interest charges of any kind.

Section 7.5 - - - AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Cable Services provided to the Town.

Section 7.6 - - - METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1 - - - RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 8.2 - - - NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective data of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 12.4.**

Section 8.3 - - - NON-DISCRIMINATORY RATES

All of the Licensee's rates, charges and prices for Subscriber services shall be non-discriminatory. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4 - - - PUBLICATION

All rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office.

Section 8.5 - - - CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1 - - - INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(a) A general comprehensive liability policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agents and employees additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars ($1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) A property damage insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars ($1,000,000.00).

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(i) One Million Dollars ($1,000,000.00) for bodily injury and consequent death per occurrence;

(ii) Five Hundred Thousand Dollars ($500,000.00) for property damage per occurrence.

(d) Workers Compensation in the minimum amount of the statutory limit.

(e) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars ($5,000,000.00) umbrella form over all other insurance required by this Section 9.1.

(f) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

(vi) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect, the same insurance in the same minimum amounts as required herein.

(vii) The Licensee shall be responsible for all deductibles.

Section 9.2 - - - PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars ($50,000.00). Said bond shall be upon the terms and conditions specified in M.G.L. c. 166A, § 5(k) and the faithful performance and discharge of all of the obligations imposed by this Renewal License, subject to the provisions of Sections 11.1 and 11.2 below. .

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, pursuant to M.G.L. c. 166A, § 5(f) and Section 2.5, supra, and shall be conditioned that in the event that the Licenses shall fail to comply with any one or more of the terms and conditions of the bond, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 below.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Fifty Thousand Dollars ($50,000.00) required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3 - - - REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4 - - - INDEMNIFICATION

The Licensee 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 for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs provided that the Town shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority upon receipt of a claim(s) for which indemnification is sought and, in the event of a legal action against the Town, the Issuing Authority or its designee promptly forwards to the Licensee a copy of the legal complaint served upon the Town. (The Town shall make its best effort to forward said legal complaint to the Licensee within ten (10) business days of receipt by the Town.) The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee.

Section 9.5 - - - NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

> It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced 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, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1 - - - REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 below.

Section 10.2 - - - PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold performance evaluation hearings during the term of this Renewal License. The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing by the Issuing Authority or its designee, once per year. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access channels, facilities and support, customer service and Complaint response, and Programming; and (ii) hear comments, suggestions and/or Complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the License shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town subject to Section 13(1)(b). Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance, and send on (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If non-compliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 below.

Section 10.3 - - - NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4 - - - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5 - - - REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee may require an itemized invoice detailing, including but not limited to, the number of hours, the hourly rate used, materials used and any other miscellaneous costs occurred as a result of said removal or relocation. The Licensee shall reimburse the Issuing Authority the cost and expense of such removal within sixty (60) days.

Section 10.6---INSPECTION

The Issuing Authority or its designee(s) shall have the right to inspect the plant or

equipment of the Licensee in the Town at reasonable times and under reasonable circumstances; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee may have a representative present during such inspections and shall fully cooperate in these activities.

Section 10.7 - - - 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 the 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.

ARTICLE 11

DETERMINATION OF BREACH-LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 11.1 - - - DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions 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 which the Issuing Authority believes may have been 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;

(b) cure any such default (and provide written evidence of the same), 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. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(iii) Commence an action at law for monetary damages;

(iv) Foreclose on all or any appropriate part of the security provided pursuant to Sections 9.2 and 9.3 herein;

(v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law; and/or

(vi) Invoke any other lawful remedy available to the Town.

Section 11.2 - - - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

(i) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Two Hundred Fifty Dollars ($250.00) per day, for each day that any such non-compliance continues.

(ii) For failure to fully operate and maintain the Institutional Network in accordance with Section 3.2 herein, Two Hundred Fifty Dollars ($250.00) per day, for each day such non-compliance continues.

(iii) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Final License in accordance with Section 2.6 herein, Two Hundred Dollars ($200.00) per day, for each day that any such non-compliance continues.

(iv) For failure to comply with the PEG Access provisions and/or timelines in Article 6 herein, Two Hundred Fifty Dollars ($250.00) per day, for each day that any such non-compliance continues.

(v) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars ($50.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time pursuant to Section 11.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institution, compensations for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3 - - - REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 above, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4 - - - TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town and the Licensee shall have all of the rights provided in the Renewal License, according to applicable law.

Section 11.5 - - - NOTICE TO TOWN 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 give the other party reasonable notice that an action will be filed.

Section 11.6 - - - NO WAIVER - CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any 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 rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) 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.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1- - - CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) The Licensee shall maintain sufficient customer service representative in its main customer service call centers in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 12.3**, during Normal Business Hours, as defined therein.

(c) In the event that the Licensee does not maintain and operate its customer service call center twenty four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

(d) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Wareham subscribers, unless required otherwise to be a local telephone number by applicable law.

(e) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii)) telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety (90%) percent of the time under normal operating conditions, measured on a quarterly basis.

(f) A Subscriber shall receive a busy signal less than three percent (3%) of the time, measured on a quarterly basis, under normal operation conditions.

Section 12.2 - - - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) Unless otherwise required by applicable law, the Licensee shall provide Cable Service(s), for new aerial standard installations, to Wareham residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Non-standard aerial and underground installation shall be completed as expeditiously as possible, weather permitting.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service calls will occur in the morning or afternoon, or during a more narrow time interval if possible. The Licensee shall also make reasonable efforts to install or make service visits at times convenient to Subscribers, including times other than 9:00 a.m. to 5:00 p.m. weekdays.

(c) A Subscriber Complaint or request for service received after Normal Business Hours shall be acted upon the next business morning.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(e) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(f) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.3 - - - FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with FCC's Customer Service Obligations, codified at 47 U.S.C. 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 12.3**.

Section 12.4 - - - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 12.4** and made a part hereof, as the same may exist or as may be amended from time:

(i) Notification of its Billing Practices;

(ii) Notification of Services, Rates and Charges;

(iii) Equipment Notification;

(iv) Form of Bill;

(v) Advance Billing, Issuance of Bills;

(vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

(vii) Charges for Disconnection or Downgrading of Service;

(viii) Billing Disputes; and

(ix) Service Interruptions.

Section 12.5- - - COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaint/inquires, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within the (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wished to participate in further processing of the Complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolved such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

Section 12.6 - - - REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes it its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.7 - - - LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statues; regulations and standard relating to quality of the Signals transmitted over the Cable System.

Section 12.8- - - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, 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 display an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.9- - - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the right of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.10- - - PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.11 - - - MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town or its agent shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for

the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances or monitoring or tapping of the Cable Television System, or any part, thereof, of which it has knowledge whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.12- - - DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prohibit or limit disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prohibit or limit disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 12.13- - - POLLING BY CABLE

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

Section 12.14- - - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the License nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual subscriber.

Section 12.15- - - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquires about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information in inaccurate.

Section 12.16- - - PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1- - - GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2 - - - FINANCIAL REPORTS

(a) Upon written request, no later than one hundred and twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3 - - - CABLE SYSTEM INFORMATION

Upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall

include: (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above.

Section 13.4 - - - IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.3 of this Renewal License, the Licensee shall provide, upon written request of the Issuing Authority, but not more than once annually, the Issuing Authority with a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (1) confirmation that, under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis); and (2) confirmation that, under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

Section 13.5 - - - SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500 to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.6 - - - INDIVIDUAL COMPLAINT REPORTS

The Licensee shall, within ten (10) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 13.7 - - - ANNUAL PERFORMANCE TEST

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq. to the Issuing Authority.

Section 13.8 - - - QUALITY OF SERVICE

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) on the Subscriber Network, the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.9 - - - DUAL FILINGS

To the extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.10- - - INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1 - - - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Section 14.2 - - - NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 - - - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreement or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument, in writing executed by the parties.

Section 15.2 - - - CAPTIONS

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

Section 15.3 - - - SEVERABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect on the term of the Renewal License.

Section 15.4 - - - ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5 - - - RENEWAL LICENSE EXHIBIT

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License, unless such exhibits are noted for informational purposes only.

Section 15.6 - - - WARRANTIES

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

(i) The Licensee is duly organized, validly existing and in good standing under the law of the State;

(ii) 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 Effective Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There is no action or proceeding pending or threatened against the Licensee as of the Effective Date of this Renewal License that would interfere with its performance of the Renewal License; and

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

Section 15.7 - - - 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 State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, insurrections, riots; epidemics; landslides; lightening; earthquakes,

fires, hurricanes, volcanic activity, storms, floods, washouts; civil disturbances; explosions; strikes; and unavailability of essential equipment, service and/or materials and/or other matters beyond the reasonable control of the Licensee or the Town.

Section 15.8 - - - REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9 - - - SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10 - - - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11 - - - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail to the following addresses or such other address(es) as the Issuing Authority may specify in writing to the Licensee:

Board of Selectmen
Town of Wareham
Wareham Town Hall
54 Marion Road
Wareham, Massachusetts 02571

with one (1) copy to the Town's Cable Advisory Committee at said Wareham Town Hall.

(b) Every notice served upon the Licensee shall be delivered, sent by express mail (signature required) or by certified mail/return receipt requested to the following addresses or such other address(es) as the Licensee may specify in writing to the Issuing Authority:

Comcast Cable Communications, Inc.
Attn: Director of Government & Community Relations
440 Myles Standish Boulevard
Taunton, Massachusetts 02780

with copies to: Comcast Cable Communications, Inc.
Attn: Vice President of Government Affairs
676 Island Pond Road
Manchester, New Hampshire 03109

and

Comcast Cable Communications, Inc.
Attn: Government Affairs
Address: 1500 Market Street
Philadelphia, Pennsylvania 19102

(c) Delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(d) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

Section 15.12 - - - 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.

Section 15.13 - - - TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License, provided, however, that this

section shall not restrict the right of the Licensee to oppose such intervention pursuant to applicable law.

Section 15.14 - - - TERM

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

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Wareham, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts I, Inc.

TOWN OF WAREHAM

Patrick G. Tropeano, Chairman

R. Renee Fernandes-Abbott

Cynthia K. Parola

Mary Jane Pillsbury

Bruce D. Sauvageau

Approved as to legal form:

William H. Solomon
Special Cable Counsel

COMCAST OF MASSACHUSETTS I, INC.

Kevin Casey
Senior Vice President
Northeast Region

EXHIBIT 3.2

VIDEO RETUN LINES

Municipal Buildings

Wareham Town Hall	54 Marion Road
Multiservice Center	52 Marion Road
Wareham Free Library	59 Marion Road
Access Studio	38 Tihonet Road

Public School Buildings

Wareham High School	7 Viking Drive
Wareham Middle School	4 Viking Drive

EXHIBIT 5.2(a)

BROAD CATEGORIES OF VIDEO PROGRAMMING

The Licensee shall provide the following broad categories of Video Programming:

a. News Programming;
b. Sports Programming;
c. Public Affairs Programming;
d. Children's Programming;
e. Entertainment Programming; and
f. Local Programming

EXHIBIT 5.2(b)

CURRENT CHANNEL LINE-UP

Please see the following page.

EXHIBIT 5.6

PUBLIC AND MUNICIPAL BUILDINGS ON THE SUBSCRIBER NETWORK

Public School Buildings

Decas School	760 Main St.
West Wareham School	1073 Main St.
Ethel Hammond School	Highland Ave.
East Wareham School	27 Depot St
Minot Forest School	85 Minot Ave
Middle School	4 Viking Dr.
High School	7 Viking Dr.
Everett Ed. Center	15 Gibbs Ave.

Municipal Buildings

Old Town Hall	505 Main St.
Town Hall	54 Marion Rd.
Multi Service Center	52 Marion Rd.
Wareham Free Library	59 Marion Rd
Minot Fire Dept.	Station 1- 142 Minot Ave.
West Fire Dept.	Station 2 - 2368 Cranberry Highway
North Fire Dept.	White Island-Station 3 - 281 Glen Charlie Rd.
Onset Fire Dept.	5 East Central Ave
Central Fire Dept.	273 Main St
Police Dept.	2515 Cranberry Hwy
Water Pollution Facility	Tony's Lane
DPW	(Wareham Maint. Dept.) 95 Charge Pond Rd.
Boys/Girls Club	54 Viking Dr. Rear
EMS Ambulance Barn	72 Sandwich Rd.
Access Studio (to be added)	38 Tihonet Rd.

EXHIBIT 6.8

PEG ACCESS STUDIO, MODULATION AND CABLECASTING EQUIPMENT LOCATED AT THE STUDIO AT 149 WAREHAM ROAD, MARION

Please see the following pages.

Marion Studio Assets

Qty.	Description	Manufacturer	Model	Serial No.	Cond.	Date Acqd.
	MSI SpectraGenZ Series	Texscan	Z	1030094	P	1995
1	**Color Portable Monitor**	**JVC**	**TM55OU**	**17831072**	**G**	**1994**
1	Auto Playback	Leightronix	Pro 8	P80107	G	1995
1	Switcher	Videotek	RS10A	N/A	G	1984
1	Color TV Monitor	Panasonic	CT1384VY	MB4230519	G	1995
1	Playback Decks	JVC	BRS500U	14911199	G	1994
1	Playback Decks	Sony	SVP9000	10230	G	1995
1	Playback Decks	Sony	SVP9000	11365	G	1996
1	Playback Decks	Sony	VP7020	45416	G	1995
1	Playback Decks	Sony	VO7600	12849	G	1989
1	Playback Decks	Sony	VP7020	48422	G	1996
1	Modulator	General Instrument	C6MII	1997	F	1997
1	WaveForm Monitor	VideoTek	TSM-51	5950296	G	1995
1	Vectorscope	VideoTek	VSM-61	5950208	G	1995
1	CG	AVS	ManuscriptJr	MSJ9504N/307	P	1995
1	Monitor	Sony	Trinitron	2007259	F	1995
2	Editing Decks	Sony	VO9800	77989	G	1995
				77985	G	1995
1	Deck	Sony	VO9850	78528	G	1995
1	Deck	Sony	SVP9000	10616	G	1995
1	Deck	Sony	SVO9600	12729	G	1996
	Camera Control Units	Sony	M-5	13176	G	1995
			M-5	13169	G	1995
1	Time Code Generator/Reader	Fast Forward	F-22	220892	G	1995
2	Color Monitors	Panasonic	BTS901Y	KA440120	F	1995
				can't read it		1995
2	Color Monitors	Panasonic	BTS901Y	KA4660081	G	1995
				KA5110228	G	1995
1	3-Bay Monitor B&W	Panasonic	WV5203	52618	F	1980
				52619	F	1980
				52620	F	1980
1	3-Bay Monitor B&W	Panasonic	WV5203B	16100674	G	1991
				16100675	G	1991
				16100676	G	1991
1	Passive Video Switcher	Panasonic		N/A	G	1995
1	Time Base Corrector	FOR-A	FA210	2430771	G	1988
1	**Time Base Corrector**	**FOR-A**	**FA310**		**G**	**Pre 1993**
1	Switcher - SEG	JVC	KM2500	7450154	F	1989
1	Editing Control Unit	Sony	PVE-500	701517	F	1995
1	Audio Mixer	Yamaha	MC1602		G	1991
2	ADA 16 Audio	Videotek	ADA16 Audio		G	1995
2	DAT-2	Videotek	DAT-2		G	1995
1	VSG 201	Videotek	VSG201		G	1995
2	VDA 16 Video	Videotek	VDA16		G	1995
1	Cassette Tape Deck	Realistic	SCT-19		F	1980
1	CD Player	Optimus	7250		G	1995

1	Mic Mixer	Shure	N/A	N/A	F	1980
1	Mic Mixer	Shure	M67	N/A	G	1984
1	Mic Mixer	Mackie	1402	AC52477	G	1998
1	Camcorder	Panasonic	AG450	J8MH00330	P	1988
1	Camcorder	Panasonic	AG450	H9MH00789	P	1989
1	Camcorders	JVC	GYX3	8312288	G	1998
1	Camcorders	JVC	GYX3	8312288	G	1998
	w/PortaBrace Cases			8312302	G	1998
1	Tripod	Bogen	3046	028/0930	G	1989
1	Tripods	Miller	Libec T55	8030828	G	1988
1	Tripods	Miller	Libec T55	8030828	G	1988
				8030832	G	1988
1	Battery Charger/Discharger	IDX	Delta 4a	17749	G	1998
	Batteries	IDX	NP-23-dx	N/A	G	1998
5	Microphones	Shure	SM58	N/A	G	1997/98
1	Microphone	Shure	SM63L	N/A	G	Pre 1993
5	Microphones	Electrovoice	635A	N/A	G	1980-96
2	Microphones	Audio Technica	AT803b	N/A	G	1998
3	Floor Mic Stands	Realistic	N/A	N/A	P	Pre 1993
5	Mic Desk Top Stands	Realistic	N/A	N/A	G	1995
4	Mic Desk Top Stands	Realistic	N/A	N/A	G	1995
2	Floor Mic Stands	Realistic			G	2002
6	Lapel Mics	Sony	ECM 44B		G	1989
4	Headphones					
1	Light Kit	Lowell	3 Lights	N/A	G	1983
1	Editing Control Unit	JVC	RM86U	N/A	P	1986
1	Editing Decks	JVC	BR8600U	13217538	F	1989
1	Editing Decks	JVC	BRS811U	12612284	F	1991
1	Editing Decks	JVC	CR6650U	7112130	P	1986
1	Vectorscope	Videotek	TVM620	B10BB0785	F	1988
1	Color Video Monitor	Panasonic		FA8640113	F	1988
1	Computer	Amiga	Amiga 2000	JA1025676	P	1988
1	Printer	Star	NX1000	N/A	F	1989
1	SuperGen	SuperGen		FSG8333273	F	1989
1	Deck	JVC	CR8250U	7112945	F	1989
						1986
1	Studio Camera	Sony	DXC327A	11003	G	
1	Portable Dockable Deck	Panasonic	AG7450	12TA00014	G	1992
2	Studio Cameras	Sony	DXC327A	13815	G	1995
				13820	G	1995
2	Studio Viewfinders	Sony	DXF 50B	5001183	G	1995
				500184	G	1995
3	Headsets	Sony	DR100		F	1995
1	Teleprompter	QTV		00194C5	G	1995
1	Color TV/Monitor	Toshiba		N/A	G	1992
2	Tripods & Dollies	Quickset		N/A	G	1980
3	Tripods & Dollies	Matthews	T40	NA	G	1995
1	Lightgrid w/13 Lights	Mole Richardson			G	1989
	3 Tweenie Solarspots				G	1989
	6 Baby Solarspots				G	1989
	4 Altman Scoops				G	1989

1	Production Van	Dodge	Caravan		G	1995
1	Camera	Sony	DXC3000A	63054	G	1990
1	Camera	Sony	DXC3000	15071	G	1989
1	CCU	Sony		70723	G	1987
	CCU	Sony		20271	G	1989
	Color Monitors	Panasonic	BTS901Y	KA5110237	G	1995
				KA4660065	G	1995
				KA5110135	G	1995
				KA5110178	G	1995
1	Dist. Amp	Videotek	TSM-51		G	1995
1	Dist.Amp	Videotek	VSM 61	595029	G	1995
1	Switcher - SEG	Echolab	DV-7	7627	G	1995
1	Audio Board Mixer	DOD	822RM	N/A	G	1985
1	CD Player	Sony	CDP391	843823	G	1991
1	Dist.Amp	Videotek	APM200	N/A	G	1995
1	Passive Switcher	Panasonic	N/A	N/A	G	1995
1	Character Gen.	AVS	ManuscriptJr	MSJ9504N/309	G	1995
1	Recording Deck	Sony	SVO 9600	12250	G	1995
1	Voltage Regulator	Tripplite	N/A	N/A	G	1995
1	Genlock	Videotek	VSG201	N/A	G	1995
1	Video Dist. Amp.	Videotek	VDA16 Video	N/A	G	1995
1	Dist.Amp.	Videotek	DAT-2	N/A	G	1995
1	Modulator	Cadco	360HL	AJ2273	G	1996
1	Audio Dist. Amp.	Videotek	ADA16 Audio	N/A	G	1995
1	Color TV	Realistic	N/A	N/A	G	1995
	Tripod	Quickset	N/A	N/A	P	1980
1	Tripod	Miller	N/A	N/A	P	1994
2	Video Cable Reels	Canare			G	1995
1	Audio Cable Reels	Canare			G	1995
1	Computer	Compac	Presario	6801BQR4G425	F	1998
1	Printer	Hewlett Packard	DeskJet692C	US81S1X04V	G	1998
1	Monitor	NEC	MultisyncA500	JC1576VMA	G	1998
1	Computer	Compac		W223JYHZA193	E	2003
1	Monitor	NEC	AccuSync75F	2450058YJ	E	2003
1	Playback Deck	Panasonic	AG1340	K1TB00916	G	2002
1	Playback Deck	Panasonic	AG1340	K1TB02725	E	2002
1	Dubbing Deck Mini DV/SVHS	JVC	SRVS30	087A0308	E	2002
1	Mini DV Camcorder	Panasonic	AGDVC15p		F	2002
1	Mini DV Camcorder	Cannon	GL1	2440301066QD	G	2002
1	Mini DV Camcorder	Cannon	GL2	132490601424QI	G	2002
1	Mini DV Camcorder	Cannon	GL2	132640700752RD	E	2002
1	Mini DV Camcorder	Cannon	GL2	13290601385QI	E	2002
1	Mini DV Camcorder	Cannon	GL2	132490601384QI	E	2003
1	Mini DV Camcorder	Cannon	GL2	132690800542RI	E	2003
1	VCR	JVC	VR2410	27021878	G	2001
5	Tripods	Bogen Manfrotto	501		E	2002
	Tripods	Bogen Manfrotto	501		E	2003
1	Mic Mixer	Shure	M367	J0013328100	E	2002
1	Wireless Mic Transmitter	Samson	UHF Series One	60U420673	E	2002
	& Receiver			63U402434		
1	Monitor	Panasonic	CT1388YD	LB20990041	E	2002

1	AlphaGen	Magic Box	AlphaGen	85426800	E	2002
1	Universal Power Supply	Tripplite	BCPROUPS600		E	2002
16	Mic Cables					
1	Lite Disk white/silver	MSE	52"		E	2002
1	C Stand (Lighting)	MSE	40"		E	2002

EXHIBIT 12.3

FCC CUSTOMER SERVICE OBLIGATIONS

47 C.F.R. § 76.309

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION (Continued)

PART 76--CABLE TELEVISION SERVICE--Table of Contents

Subpart H--General Operating Requirements

Sec. 76.**309** Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

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(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. ``Standard'' installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on ``service interruptions'' promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The ``appointment window'' alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

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(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term ``normal business hours'' means those hours during which most similar businesses in the community are open to serve customers. In all cases, ``normal business hours'' must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term ``normal operating conditions'' means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term ``service interruption'' means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

EXHIBIT 12.3

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

Section 10.01: Billing Practices Notice
Section 10.02: Services, Rates and Charges Notice
Section 10.03: Form of Bill
Section 10.04: Advance Billing and Issuance of Bills
Section 10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service
Section 10.06: Charges for Disconnection or Downgrading of Service
Section 10.07: Billing Disputes
Section 10.08: Security Deposits

10.01: Billing Practices Notice

(1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
(2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
(3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
(4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

(1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
(2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
(3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
(4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or

replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
(5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
(6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
(7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

(1) The bill shall contain the following information in clear, concise and understandable language and format:

(a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
(b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
(c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
(d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
(e) the amount of the bill for the current billing period, separate from any prior balance due;
(f) the date on which payment is due from the subscriber.

(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:

(a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
(b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
(c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

(3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

(1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
(2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
(3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

(1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
(2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
(3) The following provisions shall apply to the imposition of late charges on subscribers:
(a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
(b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
(c) No late charge may be assessed on the amount of a bill in dispute.
(4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
(5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
(6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

(1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
(a) A subscriber requests total disconnection from cable service; or
(b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.
(2) If a subscriber requests disconnection from cable television service prior to the effective date of an

increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

(1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
(2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
(3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
(4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
(5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
(3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

207 CMR 10.00: 47 U.S.C. § 552, M.G.L. c. 166A, §§ 2A, 3, 5(1), 10, 16 and 17.