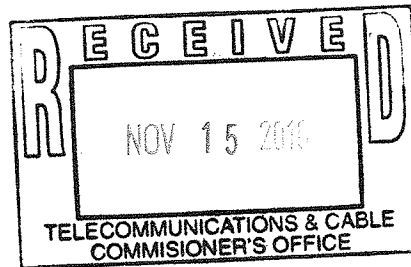




Carol A. Murray
676 Island Pond Road
Manchester, NH 03109
Phone: 603-695-1490
Fax: 603-628-3303



November 12, 2010

VIA OVERNIGHT MAIL

Catrice Williams
Municipal Liaison
Cable Television Division
1000 Washington Street,
Suite 820
Boston, Massachusetts 02118-6500.

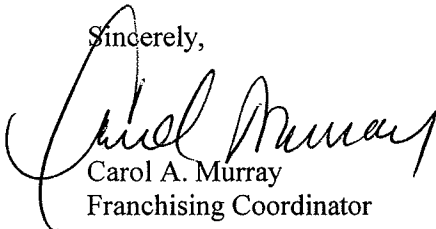
Re: Boston, Massachusetts Cable Television Renewal License

Dear Ms. Williams:

Enclosed please find a copy of the fully executed Cable Television Renewal License between the City of Boston and Comcast of Boston, Inc. The term is for a five year period, which commenced on October 8, 2010 and will expire at midnight on October 7, 2015.

If you have any questions, please feel free to contact me at 603.695.1490.

Sincerely,



Carol A. Murray
Franchising Coordinator

/cam

Enc.

cc: Nick Leuci – Comcast Vice President of Franchising & Community Relations (*original*)
Timothy Murnane – Comcast Vice President of Government & Community Relations (*original*)
Bob Carr, Sr. Director, Government & Community Relations (*original*)
David Green – Comcast Sr. Manager of Government & Community Relations
Mr. Robert W. Healy, Cambridge City Manager
Comcast Local Accounting Department
Comcast Corporate Government Affairs Department

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO COMCAST OF BOSTON, INC.

OCTOBER 8, 2010

THOMAS M. MENINO, MAYOR

CITY OF BOSTON



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A G R E E M E N T

This license agreement entered into as of this ____ day of October, 2010 by and between Comcast of Boston, Inc, a corporation organized under the laws of the State of Delaware and Thomas M. Menino, Mayor of the City of Boston and Issuing Authority for the award of cable television licenses under Chapter 166A of the Massachusetts General Laws (M.G.L.):

W I T N E S S E T H

WHEREAS, on December 15, 1982 the Issuing Authority of the City of Boston pursuant to M.G.L. c 166A, as amended, granted to Cablevision of Boston a nonexclusive revocable license ("License") to construct, install, operate and maintain a Cable Television System within the City of Boston;

WHEREAS, on January 23, 1995 the Issuing Authority formally notified Licensee that the City would start a renewal process pursuant to 47 U.S.C. § 546;

WHEREAS, on December 15, 1995 the Issuing Authority approved the transfer of the License from Cablevision of Boston Limited Partnership to Cablevision of Boston, Inc.;

WHEREAS, in April, October and November, 1996 the City of Boston conducted public hearings in connection with its ascertainment process;

WHEREAS, the Issuing Authority issued a Report and Request for Renewal of the Boston Cable Television Franchise ("RFP") setting forth the City of Boston's goals and specifications for the construction, installation, operation and maintenance of a Cable Television System on August 22, 1997;

WHEREAS, on November 5, 1997, Cablevision of Boston, Inc., by filing a response to the City's RFP along with Division Form 100, applied to the Issuing Authority for a Renewal License to construct, install, operate and maintain a Cable Television System in the City;

WHEREAS, the Issuing Authority, after duly published notice, held a public hearing on February 3, 1998 to consider Licensee's proposal for this Renewal License and after consideration, analysis and deliberation, approved the technical ability, financial qualifications and character of Cablevision of Boston, Inc granted the requested Renewal Cable Television License on May 11, 1998;

WHEREAS, with the approval of the City, on October 5th, 2000, Boston Cablevision, transferred this License to AT&T Broadband Corp. with the transfer being subject to the terms of the License plus the following governing documents:

- AT&T Broadband Rate Settlement dated December 10, 2001 and
- AT&T Broadband Rate Settlement & Side Letter dated December 13, 2001.

WHEREAS, the License, as amended above, that was held by AT&T Broadband was with the approval of the City was amended and transferred to Comcast Corporation on July 17, 2002. Said License being subsequently amended on the following dates by the documents referenced below:

- November 28, 2005, Comcast Boston Cable Television License Final Memorandum of Understanding, Boston Municipal Network, re Section 6.11.

- February 19, 2008, Comcast Boston Cable Television License Final Memorandum of Understanding, Boston Call Center, re Sec. 12.5, Final Memorandum of Understanding

WHEREAS, the License as amended, was mutually extended and terms of the License clarified by the parties on the following dates by the documents referenced below:

- May 8, 2008. Comcast Boston License Extension Letter.
- July 10, 2008. Comcast Boston License Extension Letter.
- October 7, 2009. Comcast Boston License Extension Letter.
- January 8, 2009. Comcast Boston License Extension Letter.
- February 26, 2009. Comcast Boston License Extension Letter.
- May 1, 2009. Comcast Boston License Extension Letter & Settlement.
- January 28, 2010. Comcast Boston License Extension Letter.
- September 30, 2010 Comcast Boston License Extension Letter.

WHEREAS, Comcast, by letter of November 3, 2006, timely requested renewal of the License;

WHEREAS, the City of Boston conducted an Ascertainment of cable related interests and needs and a performance review of the Boston Comcast System from 2003 through 2008, including holding a public hearing relating to Comcast's request for Franchise Renewal on September 10, 2007 and in addition, the City issued a City of Boston Cable Needs Assessment Report & Request for Renewal of the Comcast Boston Cable Franchise in March, 2008;

WHEREAS, the Issuing Authority after consideration, analysis and deliberation, approved the technical ability, financial qualifications and character of Comcast of Boston, Inc.; and

WHEREAS, the Issuing Authority has determined that it is in the best interest of the City of Boston to grant a Renewal License to Comcast of Boston, Inc.;

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

SECTION 1: DEFINITIONS

For the purpose of this Renewal License the following words, terms, phrases, and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Access Channel means any channel on a cable system set aside by Licensee for public, educational, or municipal access.

Affiliate means any Person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with another Person as defined in 47 CFR § 76.5.

Basic Cable Service means in accordance with applicable law, that Cable Service tier which includes all signals of the Boston DMA broadcast stations provided to any subscriber (except a signal secondarily transmitted by satellite carrier beyond the local service area of such station, regardless of how such signal is ultimately received by the Cable System); any public, educational, and municipal access programming required by the Renewal License to be carried on the basic tier.

Cable Television System or **System** means the facility owned, constructed, installed, operated and maintained by Licensee in the City of Boston, for the provision of Cable Services within said City in accordance with the terms and

conditions of this Renewal License consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes Video Programming and which is provided to multiple subscribers within a community, 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 Communications Act, except that such facility shall be considered a cable system (other than for purposes of § 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 § 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

Cable Division or **Division** means the Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

Cable Service or **Service** means (a) the one-way transmission to subscribers of (i) Video Programming or (ii) other programming service and (b) subscriber interaction, if any, which is required for the selection of such Video Programming or other programming service.

City or City of Boston means the municipal corporation organized under the laws of the Commonwealth of Massachusetts and its corporate territorial limits as they exist upon the execution of the Renewal License.

Clear and Conspicuous means the same as provided in the Commonwealth's consumer protection rules, namely that the material representation being disclosed is of such size, color, contrast, or audibility and is so presented as to be readily noticed and understood by a reasonable person to whom it is being disclosed.

Commercial Activity means conduct in furtherance of a for-profit enterprise; the sale of a service for compensation; or an activity in competition with similar services provided by Licensee.

Commercial Channel means any channel, or portion thereof, available for lease pursuant to the terms set forth in 47 U.S.C. § 532 for programming by persons other than Licensee.

Community Programming means noncommercial programming produced or acquired for transmission to Subscribers in Boston. Such programming shall include live, taped or alphanumeric programming.

Downstream Channel means a channel over which signals travel from a System hub to an authorized recipient of programming.

Drop means the cable that connects a home or building to the Subscriber Network or Public Institutional Network.

Effective Date means the date on which the document is signed by the Licensee.

Expiration Date means five years after the Effective Date unless otherwise extended by the Parties.

FCC means the Federal Communications Commission or any successor agency.

Franchise Fee means the same as **License Fee**.

Foundation means The Boston Community Access and Programming Foundation, Inc., also known as the Boston Neighborhood Network, the public access provider as of the execution date of this Renewal License.

Gross Revenues means and shall be construed broadly to include all revenues derived by Licensee and its Affiliates from the operation of the Licensee's Cable Television System to provide Cable Services within the City of Boston including but not limited to: monthly fees for Cable Services whether such Cable Services are provided to residential or commercial customers including revenues derived from the provision of all video services (including but not limited to pay or premium video services, digital video services, pay-per-view, pay-per-event and video-on-demand video services); installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels; fees paid to Licensee for channels designated for commercial/leased access use; converter, remote control and other Cable Services equipment rentals and/or leases or sales; advertising revenues (excluding third-party agency fees); revenues from program guides; and commissions from home shopping channels. Gross Revenues subject to franchise fees shall include revenues derived from sales of advertising that run on Licensee's Cable Television System within the City of Boston and shall be allocated

on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Licensee agrees that Gross Revenues subject to franchise fees shall include all commissions paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable Television System within the City of Boston allocated on a pro rata basis using total Cable Service subscribers reached by the advertising.

(i) Gross revenues subject to franchise fees shall be reduced by the amounts of gross revenues billed to customers (including residential, commercial and advertising sales customers) that are charged off as uncollectible net of any actual recoveries during each period. Gross Revenues subject to franchise fees shall include franchise fees collected from Cable Subscribers.

(ii) To the extent revenues are received by the Licensee for the provision of a discounted bundle of services which include Cable Services and non-Cable Services, the Licensee shall discount Cable Service revenues at no more than a pro rata share of the total discount applied to the bundled services (within a reasonable variation). The pro rata share shall be based on the prices at the time of initial purchase for those services as specified in Licensee's rate cards when those products are sold on a standalone basis. If Licensee does not offer a component of the bundled package separately, it shall declare a stated retail value for each component as reflected on its books and records or based on reasonable comparable prices for the service for the purpose of determining franchise fees based on the package discount.

(iii) Resolution of disputes over the classification of revenue should first be attempted by agreement of the parties, but should no resolution be reached, both

parties agree that reference shall be made to generally accepted accounting principles (“GAAP”) as promulgated by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Notwithstanding the forgoing, the City reserves its right to challenge the Licensee’s calculation of Gross Revenues, including GAAP as promulgated by the FASB, EITF and/or the SEC.

Households means all occupied individual dwellings, lodging houses, residences, apartments, condominiums, cooperative buildings, and all other residential dwelling units located in the City of Boston upon the execution of the Renewal License or at any time in the future.

Issuing Authority is, as defined by GL c 166A, the Mayor of the City of Boston.

Leased Access Channel or **Commercial Access Channel** means a video channel which the Licensee shall make available pursuant to §612 of the Cable Act.

License Fee means the payments to be made pursuant to Section 8.1 consistent with 47 U.S.C. § 622(g).

Licensee means Comcast of Boston, Inc. or any successor or transferee in accordance with the terms and conditions of this Renewal License.

Monitoring means observing a cable communications signal, or the absence of same, where the observer is not the Subscriber whose signal is being observed, whether the signal is observed by visual, aural or other electronic means.

Multichannel Video Programming Provider or **MVPP** means a Person who makes available for purchase, by Subscribers, multiple channels of video programming.

Municipal Access Channel or **Municipal Access** means the right or ability of the City, the Issuing Authority or his designee to use designated facilities, equipment or channels of the Cable Television System for municipal access within the meaning of 47 U.S.C. § 522 (16)(A).

Municipal Use means any City provided service that is provided pursuant to applicable law or regulation.

Normal Operating Hours means those hours pursuant to applicable law as defined in FCC regulation 47 CFR § 76.309 *et. al.*

Outlet means an interior receptacle that connects a television set to the Cable Television System.

Pay-Cable Services or **Pay-Cable** means Programming delivered for a fee or charge to Subscribers on a per-channel basis, in addition to the fee or charge to Subscribers for the Basic Service.

Pay-Per-View or **Pay-Per-View Services** means Programming delivered for a fee or charge to Subscribers on a per-program basis, in addition to the fee or charge to Subscribers for the Basic Service.

Person means any individual, firm, corporation, joint venture, partnership, association, or any other legally recognized entity.

Produce, for the purpose of community video programming in Section 6.8, means to individually, or by means of contract with another, compose, create, or bring out by intellectual or physical effort.

Public, Educational and Municipal Access Programming or **PEM** means non-commercial programming produced or sponsored by any Boston resident, organization, school and government entity and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. § 531 and this Renewal License.

Public Improvement Commission means the Public Improvement Commission of the City of Boston.

Public Building means any building (1) which as of the Effective Date of this Agreement has received a connection to the Cable Television System without charge as a result of a City designation and (2) buildings owned or leased by the Issuing Authority for government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed or (3) any building listed on Schedule 1 hereto.

Public Institutional Network or **PIN** means the six (6) fiber bi-directional network as more particularly described in Section 6.10 and Exhibit 2 of this License.

Public Ways and Places means the surface of and the space above and below any and all public ways and places in the City of Boston, including without limitation all public streets, ways, lanes, alleys, parkways, bridges, tunnels, freeways or

highways and all property with respect to which the City has, or hereafter acquires, an easement or right-of-way.

Public Works Department or Public Works means the Public Works Department of the City of Boston.

Renewal License means the non-exclusive Cable Television License to be granted to Licensee by this instrument.

Residential Subscriber means any purchaser of any programming transmitted to an individual dwelling unit, and not primarily utilized in connection with a business, trade or profession.

Signal means any transmission of electromagnetic or optical energy which carries Video Programming from one location to another.

Service Interruption has the same meaning as that found in Part 76 of Title 47 C.F.R.

Standard Installation means those installations that are within one hundred twenty-five feet (125') of the existing distribution system pursuant to FCC regulation 47 CFR § 76.309 *et al.*

State or Commonwealth means the Commonwealth of Massachusetts.

Subscriber means a Person authorized to receive programming.

Subscriber Network means the bi-directional cable television system to be operated by Licensee and designed principally for the delivery of services to Residential Subscribers.

Upstream Channel means a channel over which signals travel from an authorized location other than a System hub to a System hub.

User means any Person other than Licensee who utilizes the Cable System, studio or channel facilities, with or without charge.

Video Programming or **Programming** means programming provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2: GRANT OF RENEWAL LICENSE

Section 2.1 Grant of Renewal License

PURSUANT to the Cable Act and Chapter 166A of the Massachusetts General Laws ("M.G.L"), as amended, and pursuant to 207 CMR 3.05 *et seq.*, and subject to the terms and conditions set forth herein, the Mayor of the City of Boston, as the ISSUING AUTHORITY of the City, hereby grants a non-exclusive license to Comcast of Boston, Inc. AUTHORIZING and permitting Licensee, acting pursuant to the rules and regulations of the Public Improvement Commission to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the public ways and places within the City of Boston for the purpose of reception, transmission, collection, amplification, origination, distribution or redistribution of audio, video or other signals and for the provision of Cable Services in accordance with the laws of the United States of America and The Commonwealth of Massachusetts. In exercising rights pursuant to said license, Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the City, any public utility serving the City or any other Person permitted to use public ways and places, nor unnecessarily hinder or obstruct the free use of public ways and places. Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of public ways and places. Disputes between Licensee and other parties regarding use of public ways and places shall be resolved in accordance with special laws or City ordinances. Licensee

reserves the right to appeal any such decision by the City in a court of competent jurisdiction.

Jurisdiction and venue over any dispute, action or suit 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.

Section 2.2 Term of Renewal License

The term of the Renewal License shall commence upon its execution by the Issuing Authority and Licensee and shall continue for a period of five (5) years thereafter, unless sooner terminated as provided herein.

Section 2.3 Transfer and Assignment of Renewal License

To the extent required by M.G.L. c. 166A § 7, this Renewal License or control thereof shall not be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person holding such license to any other Person, 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 therefor as provided by the Division and on forms to be prescribed by the Division. The application for consent to a transfer or assignment shall be signed by Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with such application.

Section 2.4 Non-Exclusivity of Grant

(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 streets, or portions thereof, for the construction, installation, operation or maintenance of a cable television system within the City of Boston; or the right of the Issuing Authority or the City to permit the use of the public ways and places of the City for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses and the City's right to permit such issues.

(b) Any additional cable television license(s) will be granted on terms and conditions which are substantially the same as those contained in this Renewal License.

(i) In the event the Licensee believes that any additional cable television license has been granted on terms and conditions which are not substantially the same as those contained in the Renewal License, or such terms are not enforced in substantially the same manner as those in the Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing. Such hearing may be conducted by a Special Master appointed by the City from the panels at the American Arbitration Association. At said public hearing, the Licensee shall be provided an opportunity to demonstrate that any such additional cable television license(s) are on terms and conditions which are not substantially the same as those contained in this Renewal License, or are not being enforced in the same manner. The Special Master shall have authority to allow any other Licensee an opportunity to present evidence.

(ii) The Special Master shall make nonbinding findings and recommendations to the City respecting the requests for relief by the Licensee. The Issuing Authority shall issue a written decision with reasons therefor within ten days after receipt of the Special Master's recommendation.

(iii) If the Issuing Authority finds that any such additional cable television license(s) have been granted on terms and conditions which are not substantially the same, or are not being enforced in substantially the same manner, the Issuing Authority shall, no later than 120 days after Licensee's request for a hearing, take action to rectify said differences, by amending this Renewal License so that its terms are substantially the same as those of any additional license(s), or enforcing the Terms in the same manner with respect to any additional Licensee, as applicable. This paragraph shall be subject to judicial review and specific performance.

(iv) The Licensee shall reimburse the City for the Special Master's fees and expenses and court stenographer fees incurred in connection with the Special Master's review of the Licensee's request.

(c) In the event that a Multichannel Video Programming Provider, which is not in any way an Affiliate of the Licensee, hereafter provides Video Programming to residents of the City, and is not required by applicable law to be licensed by the Issuing Authority or does not have a written agreement with the Issuing Authority regarding the providing of such Video Programming, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the provision of such Video Programming by that Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable

System in the City, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its claim of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its claim. The Issuing Authority may designate a Special Master to conduct such hearing in accordance with Section 2.4(b) (i) and (ii). The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 15.4 *infra*. Any financial data presented to the City in connection with this Section, whether historical performance data or future projections shall relate solely to the City of Boston. Any future financial projections shall be constructed using the same methodology as the financial reports on historical performance.

(ii) If the Issuing Authority finds that the Video Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the City and the Licensee cannot reasonably remediate such negative impact through its own business practices, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License, subject to the following:

(1) The parties hereto agree that the following services, facilities, funding and/or fees are of great importance to the City and, as a result, in any such

good faith negotiations, the City and, the Licensee shall use their best efforts to preserve the provision of such services, facilities, funding and/or fees and, to this end, shall only negotiate amendments regarding any such services, facilities, funding or fees as a last resort in any such good faith negotiations. Said services, facilities, funding or fees include the following:

- (i) Section 5.4 (Video Returns)
- (ii) Section 5.5 (Video Signal Transport)
- (iii) Section 6.10 (PIN)
- (iv) Section 6.11 (PIN Drop Fund)
- (iv) Section 7.1 ("Free Connections to the Basic Service");
- (iii) Section 8.1 ("License Fees Entitlement");
- (iv) Section 11 ("Support for Public, Educational & Government Access").

(2) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.4 (b) (i) above.

(3) As of the Effective Date of this Renewal License, the parties hereto agree that any potential Multichannel Video Programming Provider(s), which are not in any way an Affiliate of the Licensee, and are currently providing Video Programming to residents in the City, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the City.

Section 2.5 Police and Regulatory Powers Reserved

In executing this Renewal License, Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public, including all powers granted pursuant to Chapter 50, § 3 of the Acts of 1854 as from time to time amended. Licensee shall comply with all applicable laws and ordinances of general applicability enacted by the City pursuant to any such power. Should a conflict occur, between the terms of this Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in favor of the latter. Licensee reserves its legal rights relative to legal review in a court of appropriate jurisdiction.

Section 2.6 Right of Condemnation Reserved

Nothing in this Renewal License shall limit any right the City may have to acquire by eminent domain any property of Licensee; provided, however, that any such acquisition shall be for a price that values Licensee's property at fair market value.

Section 2.7 Removal or Abandonment

To the extent required by M.G.L. c. 166A § 5(f), upon termination of this Renewal License by passage of time or otherwise, Licensee shall remove its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the public ways and places and shall restore the areas to their original condition unless (a) said transmission and distribution systems are activated and deployed for a duly authorized purpose or (b) Licensee transfers the Cable Television System to a subsequent Licensee approved by the Issuing Authority. Such

removal shall be made with the supervision of the Public Works Department. If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned. Such property may then be removed at the option of the Commissioner of Public Works at Licensee's expense less any recoverable salvage value.

Section 2.8 Governing Requirement

At all times during the term of this Renewal License, Licensee shall comply with all laws, rules or regulations of the municipal, state or federal governments, their regulatory agencies or commissions which are now applicable or may be applicable hereafter to the construction, installation, operation or maintenance of the System, including without limitation, all special laws, ordinances, or regulations now in force or hereafter enacted. Nothing herein shall be deemed a waiver of Licensee's right to challenge the validity of any such law, rule or regulation.

SECTION 3: INSTALLATION

Section 3.1 Standard Installation

(a) Licensee shall offer standard installation of Cable Service to all new homes or previously unserved homes located within one hundred twenty-five feet (125') of the Licensee's Distribution Cable. For non-Standard Installations the Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the City which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by contiguous town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such contiguous town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred twenty-five feet (125') aerial or one hundred twenty-five feet (125') underground of the Distribution Cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred twenty-five feet (125') or which involve a hard surface or which require boring shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws. For installations more than one hundred twenty-five feet (125'), not involving a hard surface, the first one hundred twenty-five feet (125') shall be at the Standard Installation rate.

Section 3.2 Line Extensions

(a) Line Extension Policy For Noncommercial Establishments.

Licensee's obligation to extend its cable television system shall be limited to those streets in which Licensee's costs of construction, exclusive of converter and drop, is no greater than One Thousand Dollars (\$1,000.00) per Household, unless prospective subscribers within said streets agree to pay all additional costs in excess of said amount. Licensee may, in its sole discretion, waive the excess charges if it deems it commercially desirable.

(b) Line Extension For Commercial Establishments.

Licensee shall make cable television service(s) available to all commercial establishments in the City, along its cable routes; provided, however, that all costs of providing Service to such establishments shall be paid by the prospective commercial Subscriber.

Section 3.3 New Construction

Upon timely notice Licensee shall use reasonable efforts to make Cable Service available to residential buildings that are either under construction or planned to be constructed so long as it is practical from a business standpoint for which Licensee reserves the right to make such decision.

Section 3.4 Residents' Notification Plan

In addition to complying with all Public Works procedures as referenced in Exhibit 1 Licensee shall give thirty (30) days advance notice of construction to the cable office. Licensee and the Cable Office shall determine if there are any additional required notifications such as notices published in community newspapers

as well as the Boston Globe or Boston Herald, and doorknob hangers twenty-four (24) to forty-eight (48) hours in advance of construction.

Section 3.5 Safety Standards

Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with, the rules and regulations of the Division and the Federal Communications Commission, all building and zoning codes, all land use restrictions as the same exist or may be amended hereafter, and all industry wide standards.

Section 3.6 Location of Cable Television System

Licensee shall construct, install, operate and maintain all elements of the Cable Television System within the City of Boston in accordance with the maps and other documents submitted pursuant to 207 CMR 3.05(l). 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 fixed with the prior written approval and under the supervision of the Public Works Department, which approval shall be timely and shall not be unreasonably withheld, provided, however such construction shall be removed by Licensee at no cost to the City whenever, in the judgment of the Public Works Department, the same restricts or obstructs the operation or location or any future operation or location of public ways and places, or whenever the Commissioner of the Public Works Department closes or abandons any public way or place. The Licensee shall have the right to seek reimbursement under any applicable insurance, government or private program for reimbursement.

Section 3.7 Disconnection and Relocation

Licensee shall, at no cost to the City, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public ways and places, any of its property as required by the Public Works Department 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 City Department acting in a governmental capacity. The Licensee shall have the right to seek reimbursement under any applicable insurance, government or private program for reimbursement.

Section 3.8 Emergency Removal of Plant

(a) If, at any time, in case of fire or disaster in the City, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the City shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the City.

Section 3.9 Repairs and Restoration

(a) Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be

replaced and the surface restored in as good condition as possible as before entry as soon as practicable in accordance with the rules and regulations of the Public Works Department, including without limitation, those set forth in Exhibit 1 and in the City of Boston Code, Ordinance Title 11, Section 158.

(b) Should Licensee fail to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, 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 written demand by the Issuing Authority.

Section 3.10 City Property

Any alteration to the water mains, sewerage or drainage system or to any other municipal structures in the streets, required due to the presence of the System, shall be made at no cost to the City. During the construction, installation, operation or maintenance of the System, Licensee shall at its sole cost and expense protect all existing structures belonging to the City. All work performed by Licensee pursuant to this Section shall be done in the manner prescribed by the Public Works Department, the Boston Water and Sewer Commission or the municipal official having jurisdiction thereof. The Licensee shall have the right to seek reimbursement under any applicable insurance, government or private program for reimbursement.

Section 3.11 Notice Of City Construction

The City shall give Licensee reasonable notice of street improvements where paving, regrading, grading or resurfacing of a permanent nature is involved. Said notice shall describe the nature and character of such improvements, the streets upon which they shall be made, the extent of the improvements and the work schedule for the project. The City shall allow Licensee time to make such additions, alterations or repairs to the System which are reasonably necessary to permit Licensee to maintain continuity of System service in advance of said construction. Licensee shall cooperate fully with the City and shall commence promptly all necessary work and shall hinder in no way the City's project. The Licensee shall have the right to seek reimbursement under any applicable insurance, government or private program for reimbursement.

Section 3.12 Private Property

Licensee shall be subject to all laws, ordinances or regulations regarding private property in the course of constructing, installing, operating or maintaining the Cable Television System in the City of Boston.

Section 3.13 Pole Attachment

The City hereby grants Licensee permission to attach or otherwise affix its equipment to the facilities of any public utility company or telecommunications company even though the same may cross over or under the public ways and places of the City; provided, however, Licensee secures the permission or consent of each such public utility company or telecommunications company. The terms and

conditions of any such attachment may be determined by the Division pursuant to M.G.L. c. 166 § 25A.

Section 3.14 Underground Facilities

In the event that the City in the future may require all of public utilities and telecommunications companies to place their cables, wires or other equipment underground, Licensee also shall place its cables, wires, or other equipment underground without expense or liability therefor to the City. If Licensee is required to share underground facilities with another Person, such shared use shall be subject to the terms and conditions provided for in Section 3.13 above. The Licensee shall have the right to seek reimbursement under any applicable insurance, government or private program for reimbursement.

Section 3.15 Tree Trimming

Licensee shall be subject to M.G.L. c. 87 and shall comply with all rules, regulations or procedures as established by the Commissioner of the Parks and Recreation Department at all times during the term of this Renewal License. Licensee shall use its best efforts to obtain the prior permission of the owner of any privately owned tree or other vegetation before it trims or prunes the same. All Persons engaged by Licensee to provide tree trimming or pruning services shall be deemed, for purposes of this Renewal License, an employee or agent of Licensee when engaged in such activity; and in no event shall such Person be deemed to be an employee or agent of the City.

Section 3.16 Temporary Relocation

In accordance with applicable law, Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the City. The raising or lowering of such wires shall be at no cost to the City. Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 3.17 Right to Inspection of Construction

(a) The Issuing Authority or its designee(s) shall have the right to inspect the plant and equipment of the Licensee in the City at reasonable times and under reasonable circumstances.

(b) Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the System, and that such inspections are conducted after reasonable notice to the Licensee.

(c) Licensee shall be responsible for having a representative present during such inspections. Any inspection requested by the City shall be without charge(s) to the Licensee.

Section 3.18 Limitation on Construction Obligations

Notwithstanding any provision in this Renewal License to the contrary, Licensee's obligations with regard to the location, relocation and possible removal of the System shall not be more onerous than the statutory and regulatory requirements applicable to the location, relocation and removal activities of any public utility doing business in the City.

SECTION 4: MAINTENANCE

Section 4.1 General

Licensee shall maintain wires, cables and all other real and personal property and facilities constituting the System in good condition, order and repair at all times during the term of this Renewal License.

Section 4.2 System Log

Licensee shall maintain an annual log showing the date, approximate time and duration, type and probable cause of all Cable Television System outages, whole or partial, due to causes other than routine testing or maintenance consistent with Form 500 of the Division. The entries in such log shall be retained by Licensee for one (1) year and shall be subject to inspection and copying by the Issuing Authority or his designee during Licensee's regular business hours upon reasonable request.

Section 4.3 Service Interruption

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

SECTION 5: SYSTEM DESIGN AND CONFIGURATION

Section 5.1 Subscriber Network

- (a) Licensee shall maintain at minimum an 860 MHz cable system.
- (b) The headend shall have the capacity to support the collection, processing and transmission of signals from satellite, microwave, television signals, PEM, cable and other means of communication for all services offered to subscribers of the City of Boston by the Licensee.
- (c) The headend shall be monitored by the Licensee and maintained commensurate with headend maintenance practices utilized throughout the region.

Section 5.2 Standby Power

- (a) Licensee shall provide emergency power sources for four (4) hours duration at the System's primary headend in order to maintain service in the event of power supply failure or loss.
- (b) All utility safety regulations shall be followed to prevent the emergency power supplies or standby generators from powering non-functioning utility lines.

Section 5.3 Emergency Alert

Licensee shall construct, install and maintain the Cable Television System to permit the Issuing Authority to override all audio channels during emergencies consistent with FCC regulations.

Section 5.4 Video Return Locations

(a) As provided in greater detail in Exhibit 3 and Exhibit 3 A. Licensee shall continue to provide the cable and connectors needed for the live and/or taped video transmission from the following locations:

- (i) City Hall, 1 City Hall Plaza, Boston
- (ii) Office of Cable Communications, 43 Hawkins Street, Boston
- (iii) Boston Public Schools Headquarters, 26 Court (Street) Square, Boston
- (iv) Boston Neighborhood Network master control, 3025 Washington St., Roxbury

(b) Licensee shall construct and activate fiber video return lines from the locations below no later than July 31, 2011, at no cost to the City, and needed for the live and/or taped video transmission. All such connections are subject to property owner's approval of any such installations:

- (i) Boston University School of Communications, 640 Commonwealth Ave, Boston

- (ii) White Stadium, Playstead Road, Franklin Park, Dorchester
- (iii) Strand Theater, 543, Columbia Road, Dorchester

(c) The System shall be designed so as to permit the automated switching from the designated video return locations to the Subscriber Network and be governed by the Service Level Agreement as outlined in Exhibit 2

(d) Licensee shall provide \$85,000 for a Network Fund to permit the City to purchase equipment and services for the video return locations which would be used to provide Cable related services to Boston Public Schools, libraries and other Public Buildings through the Cable Television System.

(i) The Eighty-five Thousand (\$85,000) dollar payment shall be made by June 1, 2011.

(ii) Licensee agrees not to count these payments as Franchise Fees as defined in Section 8.

Section 5.5 Video Signal Transport

At such time that Licensee transitions its system to an all-digital delivery platform and requires that PEM channels be delivered in digital format to the Licensee's headend/hubsite, Licensee agrees to pay the City's cost to convert its equipment to digital format in an amount in no event to exceed Sixty-Two Thousand Dollars (\$62,000). Licensee shall make a payment to the City within forty-five (45) days of detailed receipt for the purchase order(s) for equipment.

(i) The schematic design for this transition and the current estimate for the cost are included as Exhibit 3 and 3A respectively.

(ii) Licensee agrees not to count these payments as Franchise Fees as defined in Section 8.

Section 5.6 Parental Control Capability

Licensee shall provide, upon request, residential Subscribers with the capability to control the reception of channels carrying potentially offensive programming, either through the use of a converter or through the capability of the System. Such capability shall be provided free of charge to Subscribers who utilize a converter.

Section 5.7 Technical Performance

The technical performance of the Cable Television System shall meet the technical standards promulgated by the FCC at 47 CFR § 76.601 *et seq.*, as from time to time amended. The Issuing Authority shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

SECTION 6: SERVICE AND PROGRAMMING

Section 6.1 Service and Programming

Licensee shall furnish Persons located in the City of Boston with Service within seven (7) business days on average after request therefor, measured on a quarterly basis. Licensee shall in no case accept orders or payments for the installation of cable television service until such time as a qualified representative of Licensee has determined and verified that Service can be supplied, and that the Licensee is not 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.

Section 6.2 Basic Service

(a) The Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534, which shall include all Public, Educational or Municipal Access channels.

(i) As of the effective date of this Renewal License, the numerical locations for the four (4) PEM Access channels, provided pursuant to Section 6.7 are channels 9, 22, 23, and 24. The Licensee shall attempt to minimize the number of PEM Access channel assignment changes. The Licensee shall not move or otherwise relocate the channel locations of the PEM Access channels, without advance notice and shall provide the Issuing Authority with sixty (60) days written notice of any planned change.

(ii) Should the Licensee convert Basic Service, which includes PEM channels, from an analog mode to a digital delivery mode, the Licensee will

assure that Basic Service will continue to include the PEM channels, and the Licensee will provide digital reception equipment to Subscribers and Public Buildings on the primary Cable Service outlet on a voluntary basis or in accordance with federal law and regulation.

Section 6.3 Programming

Pursuant to 47 U.S.C. § 544, the Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit 4. Pursuant to federal law, all Video Programming decisions, excluding PEM Access Programming, are at the sole discretion of the Licensee.

Section 6.4 Notice

Licensee shall comply with all FCC Rules and Regulations, as well as, all Division Rules and Regulations regarding notice of programming changes.

Section 6.5 Channel Designation Transposition

Whenever Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the television sets of Subscribers, Licensee shall, at least one (1) month prior to such transposition, notify every Subscriber in writing of such transposition and provide all Subscribers, with a channel line-up card that lists the positions of all programming services on the system.

Section 6.6 Program Guide

Licensee shall make an electronic program guide available on the Cable System to all Subscribers.

Section 6.7 PEM Access Channels

(a) Use of channel capacity for public, educational and municipal (“PEM”) access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEM use. A PEM access user – whether an individual, educational or municipal user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or municipal use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority or his designee shall be responsible for developing, implementing, interpreting and enforcing rules for PEM Access Channel use which shall insure that PEM Access Channel(s) and PEM Access equipment will be available on a first-come non-discriminatory basis.

(i) Licensee shall designate capacity on no more than a total of four (4) channel(s) for Public, Educational, and Municipal (PEM) Access Channels to be used for public access video programming provided by the Issuing Authority or its designee, educational access video programming provided by the Issuing Authority or designated educational institution, and municipal access video programming provided by the Issuing Authority. A Public, Educational or Municipal Access Channel may

not be used to cablecast programs for profit, political or commercial fundraising in any fashion.

Section 6.8 Community Programming and Support

(a) Licensee shall use its best efforts to Produce community programming of no less than One Hundred and Sixty Thousand Dollars (\$160,000.00) per annum, said programming to include the programs described in paragraphs (a) and (b) infra.

- *Extra Help- Homework assistance for Boston Public School Students*
- *The Mayor's Cup Hockey Tournament ;*
- *The Mayor's Garden Contest ; and*
- *Mayor Menino's Football Jamboree*

(b) Additionally, upon request from the City, on a monthly basis, License shall meet with the City to discuss additional Community Programming to highlight:

- Services provided by city agencies;
- Concerns and needs of our city's residents, particularly the elderly, students, and immigrants;
- News and updates on school policy matters and proposals;
- Boston high school sports; and
- Messages from Boston Government and Education Agencies.
-

(c) All parties agree that the value of the programming Produced in paragraph (a) is Fifty Thousand Dollars (\$50,000) and shall be part of the annual One Hundred Sixty Thousand Dollars (\$160,000) commitment made in paragraph (a) and further that all programming shall be cablecast on existing PEM channels maintained by the City.

(d) Licensee agrees not to count these payments as Franchise Fees as defined in Section 8.

Section 6.9 Channel Capacity for Commercial Use

Licensee shall provide channel capacity for commercial use in accordance with the requirements of 47 U.S.C. § 532.

Section 6.10 Public Institutional Network

The Licensee shall make available a Public Institutional Network ("PIN") as more fully described in Exhibit 2, at no cost to the City. The term "at no cost to the City" includes the representation by Licensee that it will not seek an offset against franchise fees for the value of the use of the PIN.

(a) Except as provided below, the Licensee retains ownership in the PIN and shall be responsible for the continued maintenance of the PIN as prescribed by FCC Rules and Regulations at no cost to the City. All Parties further acknowledge that the cost of constructing and deploying the network have been fully recovered by Licensee.

(b) The City and its designated PIN users shall be solely responsible for any and all user inter-face equipment including but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment. The City retains ownership in all City-purchased equipment.

(c) The City shall not have the right to use the PIN for any Commercial Activity, unless such an activity is a Municipal Use. The City may not lease out or transfer use of any portion of the PIN to any third party whether said third party is for-profit, not-for-profit, or non-profit.

(1) Licensee shall maintain the PIN as prescribed by FCC Rules and Regulations. PIN maintenance shall include end-to-end connectivity to the demarcation point at each location.

(2) The City may connect end user devices to the PIN provided the City and its designated users shall be responsible that said devices meet or exceed the PIN nominal optical cable attenuation (cable loss) to ensure adequate signal at the apposing end. Should City install equipment on the PIN that does not meet the nominal optical link attenuation (optical cable loss) or other factors that by the City's design prevents the PIN from functioning properly, the City shall be responsible for removing said equipment and for reimbursing Licensee for Licensee's incremental personnel and materials costs to repair any problems that may have resulted from the City's installation and/or operation of said equipment.

(3) The City shall designate an experienced communications professional (e.g. MIS/LAN manager, network engineer, consultant, etc.) at its sole expense. This person shall be responsible and accountable to the City for all setup and ongoing operations for services transmitted over the PIN.

(4) In the event of a major failure or catastrophic incident (natural or manmade) the Licensee shall comply with the Service Level Agreement (SLA) attached hereto as Exhibit 2 to address and repair those links utilized by the City's Public Safety entities as soon as reasonably possible.

(d) Should the Licensee believe the City has violated the provisions of Paragraph (c) above, Licensee may seek redress as provided below, but all parties acknowledge the remedy of License Revocation is not available and that Licensee's remedies shall be limited to injunctive and declaratory relief and the recovery of liquidated damages as provided below. Moreover, all parties agree that only the

complained of use is impacted by the following procedures. All other permitted uses of the PIN by the City may continue without prejudice.

Specifically, the procedures for objection shall be:

- (1) Licensee shall notify the City in writing of the activities or services which Licensee believes may be in violation of this agreement.
- (2) The City shall have thirty (30) days from the receipt of such notice to:
 - A Respond to the Licensee in writing, contesting the Licensee's assertion of default and providing such information or documentation as may be necessary to support the City's position; or cure any such default 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 the default and diligently continue such efforts until said default is cured.
 - B The City shall report to the Licensee, in writing, at thirty (30) day intervals as to the City's efforts, indicating the steps taken by the City to cure the default and reporting the City's progress until such default is cured.
- (3) In the event the City fails to respond to such notice of default, Licensee objects to the City's response, or the City fails to cure the default or to take reasonable steps to cure the default within the thirty (30) day period, Licensee may pursue arbitration as provided in Section 14.15, except that Licensee may resort to State or Federal Court in Boston for preliminary injunctive and declaratory relief as may be appropriate and necessary.

(e) In order to compensate Licensee in the event of a violation of the terms of paragraph (c) above, and because actual damages are incapable or very difficult of accurate estimation, the Parties agree that liquidated damages shall be computed at \$500.00 per day for every day said violation continues subject to the notice and opportunity provisions in paragraph d, subparagraphs i, ii, and iii above.

Section 6.11 PIN Drop Fund

(a) Licensee shall create a one hundred thousand (\$100,000.00) dollar construction fund account on which the Issuing Authority may draw down, in roughly equal annual amounts, for the purpose of extending or replacing fiber that being used in the City's PIN as further described in Section 6.10.

(b) Nothing herein prevents the Issuing Authority and Licensee from agreeing to expand the PIN by more than the amount listed above, upon Issuing Authority and Licensee reaching mutually agreeable terms and conditions.

(c) Additionally, the Licensee agrees not to count these payments as Franchise Fees as defined in Section 8.

Section 6.12 Continuity of Service

It shall be the right of all Subscribers to receive service insofar as their financial and other obligations to Licensee are honored. In the event that Licensee elects to rebuild, modify or sell the System, or the City gives notice of intent to terminate or fails to renew this Renewal License, Licensee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. When necessary service interruptions can be anticipated, Licensee shall notify Subscribers in advance. In the event a new Licensee acquires the System,

Licensee shall cooperate with the City and the new Licensee in maintaining continuity of service to all Subscribers. During such period, Licensee shall be entitled to the revenues for any period during which it operates the System, and shall be entitled to reasonable costs for its services when it no longer operates the System.

Section 6.13 Non-Exclusivity of Remedy

No decision by the Issuing Authority or the City or the Licensee to invoke any remedy under this Section or under any statute, law or ordinance shall preclude the availability of any other such remedy unless such relief is specifically excluded in this License.

SECTION 7: RATES AND CHARGES

Section 7.1 Free Connections to the Basic Service

(a) Licensee shall provide free of charge one (1) standard installation and connection to the Cable Television System and the Basic Service to all Public Buildings and any new schools, libraries and municipal buildings which are hereafter established along the route of the cable system. Licensee shall complete installation of said connections within ninety (90) days after receipt of a written request therefor, subject to applicable Public Works Department regulations.

(b) The distribution of the transmissions internally within each Public Building shall be solely the responsibility of the Public Building provided with such free installation. Each Public Building shall assume responsibility for the compatibility of its internal wiring and equipment with the wiring and equipment of the Cable Television System.

Section 7.2 Location of Connection

Licensee upon request shall discuss the location of each connection with the Director of the Mayor's Office of Cable, Video & Web Services of the Dept. of Innovation and Technology of each of the institutions set forth in Sections 7.1 above.

Section 7.3 Custom Installation

Licensee may charge for custom installations requested by the Public or Educational Access Users or the Issuing Authority on behalf of any Public Building referenced in Sections 7.1 above if the premises could be serviced by a standard aerial connection, provided that an appropriate official at the premises is advised of such cost in writing prior to the commencement of such installation.

Section 7.4 Service Beyond Drop Cable

Licensee makes no representation or warranty for the quality of service beyond the drop at the institutions set forth in Sections 7.1.

Section 7.5 Publication of Rates

In accordance with applicable law, all rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during business hours at Licensee's business office and all other facilities.

Section 7.6 Credit for Service Interruption

In the event that Licensee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, Licensee shall grant expeditiously such Subscriber a pro-rata credit. This Section shall apply only where the amount of said credit or rebate exceeds one dollar (\$1).

SECTION 8: LICENSE FEE

Section 8.1 License Fee Entitlement

(a) Subject to Section 8.2 *infra*, the City of Boston shall be entitled to receive from Licensee a License fee equal to five percent (5%) of Licensee's Gross Revenue less the value of any fees paid to the Division pursuant to M.G.L. c. 166A § 9, and less the value of any Franchise Fee payments for Public, Educational and Municipal access. Said payments shall continue to be paid on a quarterly basis.

(i) If the Division ceases to be entitled to payments for any reason, the Licensee shall contribute the value of such payments to the City.

(ii) If the Foundation ceases to provide access programming to the residents of the City of Boston, the Licensee shall provide financial support to any successor designated by the Issuing Authority.

Section 8.2 Payment

(a) Licensee shall tender the fees described in Sections 8.1, and 10.1 for the three month period within 90 days of the ending quarter.

(b) In consideration of the term of this Renewal Licensee, Licensee agrees to make payments in accordance with the schedule above for the term of this agreement Licensee shall tender the fees Payments required under Sections 8.1, and 10.1 within 90 days of the end of the previous calendar quarter.

Section 8.3 Affiliates' Use of System

To ensure that Licensee completely and accurately reports all value it receives from an Affiliate for leased use of the System, the Licensee shall make available to the Issuing Authority or his designee pertinent financial records that represent

Licensee's compliance with the terms and conditions of this License upon reasonable notice during regular business hours at Licensee's business office. The Issuing Authority or his designee shall keep confidential information relative to such records.

Section 8.4 Late Payments

In the event that the fees herein required are not tendered within fifteen (15) days after the dates fixed in Section 8.2 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the prime rate or rates of interest at the Bank of America .

Section 8.5 Recomputation

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim the City of Boston may have for additional sums including interest payable under this Section 8.5. All amounts paid shall be subject to audit and recomputation by the City on reasonable advance notice, which shall be based on a fiscal year and shall occur in no event later than two (2) years after the license fees are tendered with respect to such fiscal year. If, after audit and recomputations an additional fee is owed to the City, such fee shall be paid within thirty (30) days after audit and recomputations. If, after audit and recomputation, Licensee has tendered fees to the City which exceed the sums due under Section 8.1, the City shall repay to Licensee such additional fee within thirty (30) days after audit and recomputations. The interest on any such additional fee owed to either Licensee or the City shall be charged from the due date at the rate of two percent (2%) above the prime rate or

rates of interest at the Bank of America during the period that such additional amount is owed.

Section 8.6 Taxes

Payments made by Licensee to the City pursuant to Sections 5.4 (Video Return), 5.5 (Digital Transition), 6.11 (PIN Drop) 8.1 (Fee), and 10.1 (PEM) of this Renewal License shall not be considered in the nature of a tax, but shall be in addition to any and all taxes which are now or may be required hereafter to be paid by any law of the Commonwealth of Massachusetts, the City of Boston, or the United States.

SECTION 9: INSURANCE, BONDS AND INDEMNIFICATION

Section 9.1 General

(a) During the term of this Renewal License including the time for removal of facilities provided for herein, Licensee shall obtain, and shall file with the City certificates of insurance as evidence of the following insurance policies and bonds in forms to be approved by the City Corporation Counsel:

(i) A Commercial general liability policy naming the City, its officers, elected officials, boards, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, maintenance, or operation of the System or alleged to have been so occasioned, with a minimum liability of Three Million Dollars (\$3,000,000) for injury or death to any one person in any one occurrence and Five Million Dollars (\$5,000,000) for injury or death to any two or more persons in any one occurrence.

(ii) The commercial general liability policy referenced in 9.1 (i) shall also provide coverage for claims for property damage, real or personal, occasioned by the construction, maintenance or operation of the System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000) for damage to the property of two or more persons in any one occurrence.

(iii) A bond running to the City with good and sufficient surety and approved by the City Corporation Counsel in the sum of One Million Dollars

(\$1,000,000) conditioned upon the faithful performance and discharge of the obligations imposed by this Renewal License, including without limitation, satisfaction of the terms and conditions set forth in M.G.L. c. 166A § 5(k). A performance bond in this amount shall be effective throughout the term of this Renewal License including the time for removal of facilities provided for herein, and shall be conditioned that in the event Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division, or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, installation, operation, maintenance or removal of the System, the City shall absolutely recover from the surety of such bond all damages suffered by the City as a result thereof, within thirty (30) days after written request for same. Said condition shall be a continuing obligation of this Renewal License, and thereafter until Licensee has liquidated all of its obligations to the City that may have arisen from the grant of this Renewal License or from the exercise of any privilege therein granted. In the event that the City recovers from said surety, Licensee shall take immediate steps to reinstate the performance bond to the amount of One Million Dollars (\$1,000,000). If, at any time during the term of this Renewal License, the condition of the surety shall change in such manner as to render the bond unsatisfactory to the City Corporation Counsel, Licensee shall replace such bond by a bond of like amount and similarly conditioned, issued by a surety satisfactory to the City Corporation Counsel. Neither this Section, nor any bond

accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this Renewal License.

Section 9.2 Indemnification

The Licensee shall indemnify, defend and hold harmless the City, its officers, elected officials, employees, and agents from and against any liability or claims resulting from property damage or bodily injury, including death that arise out of the Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, ("Claims"). The City shall give the Licensee timely written notice of such Claims upon receipt of the notice of such Claims.

Section 9.3 No Limitation on Liability

None of the provisions of Section 9 or any insurance policy required herein, or any damages recovered by the City hereunder shall be construed to excuse the faithful performance by or limit the liability of Licensee under this Renewal License for damages either to the limits of such policies or otherwise.

Section 9.4 Notice of Cancellation or Reduction of Coverage

(a) The insurance policies and bonds required herein shall contain an endorsement stating that the policies are intended to cover the liability assumed by Licensee under the terms of this Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy must not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days

after receipt by the City Corporation Counsel by registered mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage.

(b) If Licensee fails to maintain the insurance policies required herein, the Issuing Authority shall have the option to obtain said policies and pay for same from the letter of credit, the performance bond or both.

Section 9.5 Letter of Credit

(a) Licensee shall continue to provide an irrevocable letter of credit from a financial institution in the amount of Fifty Thousand Dollars (\$50,000). This letter of credit shall be:

(i) Automatically be drawn on if City informs the Licensee in writing, including by email, that it has failed to pay to the City any fee required under the License within ten days of the date certain for such payment established within this License; or

(ii) For all other payments arising from this License, including damages, for which there is not a date certain, the letter of credit may be drawn on by the City only after having given Licensee notice of said non-payment in writing, including email, and ten days thereafter having elapsed.

(b) In the event that the City draws on said letter, Licensee shall take immediate steps to reinstate the letter of credit to its original amount of Fifty Thousand Dollars (\$50,000).

(c) Nothing in this section shall be read to limit the rights of the City to recover amounts in excess of the letter of credit or pursue other rights provided the City in this License.

(d) All notices required under this section shall be addressed to the Licensee's Boston Government Relations Manager.

**SECTION 10: SUPPORT FOR PUBLIC, EDUCATIONAL AND
MUNICIPAL ACCESS**

Section 10.1 Support for Public, Educational and Municipal Access

Consistent with the License Fee formulae outlined in Section 8.1, Licensee shall pay to the City for support of Public, Educational and Municipal Access channels and the PIN 1.7% of Licensee's Gross Revenues. The timing of such payments shall be consistent with Section 8.

SECTION 11: PEM USE AND INTERCONNECTION

Section 11.1 Non-Commercial Use of PEM and Interconnection of Competing MVPPs

(a) The Issuing Authority, or its designee, agrees that it will not use PEM Access Channels for any Commercial Activity, unless such an activity is a Municipal Use.

(b) Furthermore, the Issuing Authority shall not enter into a License with a competing MVPP that requires interconnection with Licensee's network for purposes of PEM distribution without the prior consent of Licensee, which shall not be unreasonably withheld.

SECTION 12: SUBSCRIBER RIGHTS

Section 12.1 Subscriber Protection

Each representative of Licensee or employee entering upon private property shall be required to wear an employee identification card issued by Licensee, which shall bear a picture of said representative.

Section 12.2 Sales Information

(a) Licensee shall provide all prospective Subscribers or Users with complete written information concerning all services and rates provided by Licensee upon solicitation of service and prior to the consummation of any agreement for installation of service. Such sales material shall in Clear and Conspicuous language disclose the price and other information concerning Licensee's least costly service.

Section 12.3 Billing Practices Information

Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, upon solicitation of service and prior to the installation of service. Such information shall be Clear and Conspicuous.

Section 12.4 Notice of Installation

Licensee shall use its best efforts to inform all Persons in advance of the date and approximate time its employees or agents shall enter onto such Person's property for the purpose of installing Cable Television Service.

Section 12.5 Neighborhood Offices & Regional Call Center

(a) Licensee shall maintain seven (7) neighborhood offices, operating during Normal Business hours, that are geographically dispersed throughout the City

of Boston for the purpose of receiving and resolving all complaints, including without limitation those regarding service, equipment malfunctions or exchanges or billing and collection disputes and/or contract for third-party payment centers for the purpose of taking customer payments.

(b) Upon 30 days written notice to the City, Licensee reserves the right to relocate any existing office within the City.

(c) Licensee shall maintain and operate a regional call center that shall serve Eastern Massachusetts, including the City of Boston. The regional call center shall be staffed with customer service employees, twenty-four (24) hours per day, seven (7) days per week to promptly receive customer service calls for all issues as well as to receive Subscriber calls for repair service. The regional call center shall document the nature of each call

(d) Pursuant to applicable law Licensee shall answer, with a customer service employee or representative, an average of ninety percent (90%) of its daily incoming service calls within thirty (30) seconds, measured on a quarterly basis normal operating conditions. Further, under normal operating conditions, customers will not receive a busy signal more than three percent (3%) of the time measured on a quarterly basis.

Section 12.6 Response To Service Complaints

(a) Calls for repair service shall be acted upon (either by resolving the problem or by a service visit) within forty-eight (48) hours when received by Licensee prior to 9 P.M. on Mondays through Fridays, and within seventy-two (72) hours when received by Licensee prior to 5 P.M. on Saturdays, except on legal

holidays in Suffolk County. If Licensee is unable to schedule a service call with the subscriber at the time the complaint is first received, or if Licensee needs to investigate the complaint, Licensee shall respond to the affected subscriber within twenty-four (24) hours. System outages shall be acted upon immediately. For purposes of this section, "system outage" shall mean loss of all channels affecting five (5) or more subscribers in the same sales route. For purposes of this section, a "sales route" is defined as the geographic area within the System limited to one (1) Node used for distribution of Cable Services to residential subscribers on the Cable Television System.

(b) When a complaint cannot be resolved within seven (7) calendar days of its receipt, Licensee shall provide the affected subscriber with an explanation and the expected date of final resolution of said complaint; provided, however, that in the event that Licensee is unable to reach said subscriber by telephone, Licensee shall send said subscriber a written notification. Licensee shall log all such complaints and accompanying resolutions and shall provide the Issuing Authority with a quarterly report documenting the same.

(c) Licensee shall at all times maintain on call on a twenty-four (24) hour basis, a team of field technicians to repair system outages, as defined above.

Section 12.7 Unresolved Complaints

(a) Should a Subscriber have an unresolved complaint after the seven (7) day period described in Section 12.6 above regarding cable television operations, the Subscriber shall be entitled to file his complaint with the City, which shall have primary responsibility for the continuing administration of the License and the

implementation of complaint procedures. A representative of Licensee shall be available thereafter to meet jointly with the City and the affected Subscriber, within thirty (30) days after said Subscriber has filed the complaint, to fully discuss and resolve the matter.

Section 12.8 Notice Of Public Meeting

(a) Whenever notice of any public meeting relating to the Cable Television System is required by law or regulation, Licensee shall publish notice of same, sufficient to identify its time, place and purpose, in a Boston newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(i) The notice shall also state that applications, reports and statements filed or prepared for such hearing are available for public inspection during Licensee's regular business hours and for reproduction at a reasonable fee.

Section 12.9 Subscriber Privacy Information

Each Subscriber shall be informed of the nature of information capable of being transferred over the System, and of applicable privacy requirements as set forth in this Renewal License. This information shall be Clearly and Conspicuously provided.

Section 12.10 Monitoring

(a) Neither the Licensee nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any 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,

unless otherwise required by applicable law, 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, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act.

(b) The Licensee shall report to the affected parties any instances of 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. 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.

(c) Licensee shall destroy all Subscriber information of a personal nature after a reasonable period of time if it is no longer necessary for the purpose for which it was collected except as authorized not to do so by the affected Subscriber.

Section 12.11 Polling by Cable

(a) No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless:

(i) The program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response,

(ii) The program has an informational, entertainment or educational function which is self-evident, and

(iii) Licensee or its agents release the results of upstream responses only in the aggregate and without individual references.

Section 12.12 Distribution of Subscriber Information

Except as permitted in 47 U.S.C. § 551(c)(2), Licensee and its agents or employees, shall not, without the prior written or electronic authorization of the affected Subscriber, provide to any third party, including the City, data identifying or designating any Subscriber either by name or address. Said authorization may be withdrawn at any time by the Subscriber by providing written or electronic notice to Licensee. Licensee shall provide annual notice to each Subscriber who has given the aforesaid authorization of such Subscriber's right to withdraw the authorization. In no event shall such authorization be obtained as a condition of service or continuation thereof, except as necessary to adequately provide particular services. This Section shall not apply to written Subscriber complaints filed with Licensee as provided in Section 14.4 below.

Section 12.13 Information with Respect to Viewing Habits and Subscription Decisions

Except as permitted by 47 U.S.C. § 551(c)(2), Licensee and its agents or employees shall not make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber or household without obtaining the Subscriber's prior written or electronic consent. If a court authorizes or orders such disclosure, Licensee shall notify the Subscriber of such disclosure within 48 hours. Licensee shall provide written notice to each Subscriber when equipment is to be activated on the Cable Television System which would permit the recording or monitoring of individual viewing habits of such

Subscriber or Household (except when such equipment has been activated solely to detect theft of service); such equipment shall be installed only after prior written permission has been granted by the Subscriber. In no event shall such permission be obtained as a condition of service or continuation thereof. For any sort of transmission to emanate from a Subscriber's residence or Subscriber Household, the Subscriber must take some positive action to activate such transmission. In the event the service requested by the Subscriber by its nature involves the transfer of information or data from the Subscriber or Household, including without limitation security services, pay per view or data transference, the ordering of the service shall be deemed to include the grant of permission by the Subscriber or Household for the making available of such information to such parties as is necessary for the provision of the service. Except as permitted in 47 U.S.C. § 551(c) (2), written permission shall be obtained from the Subscriber prior to further dissemination or distribution by Licensee of such information.

Section 12.14 Privacy Ombudsman

Licensee shall, upon receipt of information leading to the reasonable conclusion that there has been a breach of subscriber privacy, immediately notify in writing all parties affected and all appropriate authorities.

All complaints regarding breach of Subscribers' privacy shall be handled pursuant to Section 12.7 above, as amended; Licensee shall investigate and report the results of such investigation to the affected parties, and at the request of the affected parties, the Issuing Authority or his designee, and all other appropriate authorities and/or agencies.

Section 12.15 Regulatory Requirements

Licensee shall comply with all State and federal customer service regulations.

Section 12.16 Consumer Complaint Procedures

The Issuing Authority and the Cable Division shall be notified by the Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

Section 12.17 Subscriber Antennas & Switching Devices

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

Section 12.18 Subscriber Television Sets

Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 12.19 Protection of Subscriber Privacy

The Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

Section 12.20 Proprietary Information

(a) The Issuing Authority agrees to treat any information marked as confidential by the Licensee as confidential.

(b) The Issuing Authority's employees, representatives, and agents with the authority to enforce the License shall maintain the confidentiality of all such information to the extent permitted by law.

(c) In the event that the Issuing Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information the Licensee has designated as confidential, trade secret or proprietary, the Issuing Authority, to the extent permitted by law, shall timely notify Licensee of such request.

SECTION 13: EMPLOYMENT, TRAINING AND PROCUREMENT

Section 13.1 Equal Employment Opportunity

The Licensee represents that it is an Equal Opportunity Employer and shall comply with all applicable laws and regulations with respect to Equal Employment Opportunities.

Section 13.2 Employment Advertisement

During the periods of substantial hiring, Licensee shall advertise available employment positions. In advertising such positions, Licensee shall endeavor to reach specific neighborhoods and ethnic groups through the use of community, weekly or special interest publications.

SECTION 14: ADMINISTRATION AND REGULATION

Section 14.1 Performance Evaluation Sessions

(a) The City and Licensee may hold performance evaluation sessions as deemed necessary by the Issuing Authority or his designee up to one time per calendar year. All such evaluation sessions shall be open to the public. The purpose of the performance evaluation session shall be to review Licensee's compliance with this Renewal License

(b) Within sixty (60) days after the conclusion of such evaluation session, the Issuing Authority shall issue a written report with respect to Licensee's compliance with this Renewal License and send one (1) copy to the Licensee. If issues of non-compliance are identified, which results in a violation of any of the provisions of this Renewal License, the Licensee shall respond within 60 days of receipt of said report, and propose a plan for implementing any changes or improvements necessary

(c) During review and evaluation by the City, Licensee shall fully cooperate with the City.

Section 14.2 Equal Time

Licensee shall comply with all applicable laws regarding equal time including but not limited to 47 U.S.C. § 315.

Section 14.3 Nondiscrimination

Licensee shall not discriminate against any Person in its solicitation, service or access activities on the basis of race, color, creed, religion, ancestry, national origin, sex, sexual preference, disability, age, marital status, or status with regard to public

assistance. Licensee shall be subject to all other requirements of federal, state or existing local laws, regulations and all executive and administrative orders relating to nondiscrimination through the term of this Renewal License.

Section 14.4 Subscriber Complaints

Licensee shall keep all written Subscriber complaints it receives on file in its business office for a minimum of one (1) year after receipt. Subject to subscriber privacy provisions in 47 U.S.C. § 551, the Issuing Authority or his designee shall have the right to examine, review and copy said complaints at his own expense, during Licensee's business hours upon reasonable notice.

Section 14.5 Response to Inquiries

The Issuing Authority may, at any time, make reasonable inquiries concerned with the management and affairs of the Cable Television System. Licensee shall respond to such inquiries in a timely fashion.

Section 14.6 Assessment of Property

Licensee recognizes City's authority under the applicable laws of the State to appraise the plant, equipment, and other property of Licensee. Licensee shall fully cooperate and otherwise assist in these activities.

Section 14.7 Obscenity

Licensee shall be subject to all applicable laws and regulations relating to obscenity.

Section 14.8 Performance Tests

Licensee shall conduct proof of performance tests in compliance with FCC regulations. The costs of such tests shall be borne by Licensee and test results shall be made available upon request by Issuing Authority.

Section 14.9 System Technical Specifications

The Cable System shall conform to the FCC's technical specifications, including 47 CFR § 76.605, which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 14.10 Quality of Service

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

- (i) the nature of the complaint or problem which precipitated the special tests;
- (ii) the system component tested;
- (iii) the equipment used and procedures employed in testing;
- (iv) the method, if any, in which such complaint or problem was resolved; and

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

(b) The Issuing Authority may require that tests be supervised by a professional engineer who is not an employee or agent of Licensee. No one other than an employee of the Licensee shall physically interact with the Cable System.

Licensee shall pay for the costs of such engineer if the tests performed show that the quality of service is below the standards set forth by the FCC.

Section 14.11 Liquidated Damages

(a) For the breach of any of the following provisions of this Renewal License, liquidated damages shall be paid by Licensee within twenty-one (21) days after request for same by the Issuing Authority in writing:

(i) For failure to test, on the performance of the System in accordance with Sections 14.10, 14.11 and 14.12 *supra*, One Hundred Fifty Dollars (\$150) per day for each day, or part thereof, that such noncompliance continues.

(ii) For failure to provide a copy of any test performed pursuant to FCC regulations or this Renewal License test within 30 days of a request by the Issuing Authority, One Hundred Fifty Dollars (\$150) per day for each day, or part thereof, until such report has been provided.

(iii) For failure to submit reports as provided in Section 15 within the later of: 30 days of the defined deadline, or a deadline agreed to by the Parties, One Hundred Fifty Dollars (\$150) per day for each day, or part thereof, until such report has been provided..

(iv) For failure to meet the obligations of Section 3.1 or Section 7.2 (Public Building Drops), One Hundred Fifty Dollars (\$150) per day, or part thereof, until the obligation has been met.

Such liquidated damages shall be chargeable to Licensee commencing with the date of notice of the violation provided by City provided in and subject further to the provisions of Section 14.13. The provisions of this Section shall be in addition to the provisions of Section 14.12 and Section 14.13 below.

Section 14.12 Revocation of License

To the extent permitted by M.G.L. c. 166A § 11, the Issuing Authority shall have the right to revoke this Renewal License.

Section 14.13 Determination of Breach

(a) In the event that the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any provision of this Renewal License, except as excused by *force majeure*, the Issuing Authority shall notify Licensee in writing of the provision or provisions which the Issuing Authority believes may be in default. Licensee shall have twenty-one (21) days from the receipt of such notice to:

(i) 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 Licensee's position; or

(ii) cure any such default or, in the event that, by the nature of the default, such default cannot be cured within such twenty-one (21) day period, take reasonable steps to cure the default and diligently continue such efforts until said default is cured. Licensee shall report to the Issuing Authority, in writing, at twenty-

one (21) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure the default and reporting Licensee's progress until such default is cured.

(b) In the event Licensee fails to respond to such notice of default, or to cure the default or to take reasonable steps to cure the default within the twenty-one (21) day period, the Issuing Authority or designee shall schedule a public hearing no sooner than twenty-one (21) days after written notice to Licensee. Licensee shall be provided reasonable opportunity to be heard at such public hearing. Within twenty-one (21) days after said public hearing, the Issuing Authority shall determine whether or not Licensee is in default of any provision of this Renewal License as set forth in such notice. The Issuing Authority shall submit written findings of fact supporting such determination. In the event the Issuing Authority after such hearing determines that Licensee is in default of any such provision of this Renewal License, the Issuing Authority may also determine to pursue any or all of the following remedies:

(i) Foreclose on all or any part of the security provided pursuant to this Renewal License, including without limitation the performance bond or the Letter of Credit; provided, however, the foreclosure shall be in such amount as the Issuing Authority reasonably determines is necessary to remedy the default;

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

(iii) Declare the License to be revoked subject to Section 14.12 above, and order Licensee to commence the removal of the Cable Television System immediately;

(iv) Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages.

Section 14.14 Non-Exclusivity of Remedy

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

Section 14.15 Arbitration

All disputes, controversies or differences which may arise between the Licensee and the City concerning compliance with construction schedules or computation of License fee shall be finally settled by arbitration in Boston, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The decision of such arbitration shall be binding upon Licensee and the City of Boston. The expenses of the arbitrators shall be borne equally by the parties.

Section 14.16 Jurisdiction

Exclusive jurisdiction and venue over entry of judgment, on any arbitration award rendered pursuant to this Section or over any dispute, action or suit arising there from shall be in any court of appropriate subject matter jurisdiction located in the Commonwealth of Massachusetts, County of Suffolk, and the parties by this instrument subject themselves to the personal jurisdiction of said court, for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

SECTION 15: REPORTS

Section 15.1 Subscriber Complaint Report

(a) To the extent required by M.G.L. c. 166A § 10, Licensee shall notify the Issuing Authority, on forms prescribed by the Division of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(b) Licensee shall within 10 days after receipt of a consumer complaint forwarded by the Issuing Authority send a written report to the Issuing Authority with respect to said complaint. Such report shall provide a full explanation of the investigation, findings and/or corrective steps taken.

Section 15.2 Service Interruption Report

Licensee shall submit on a form to be prescribed by the Division a list of all significant service interruptions.

Section 15.3 Dual Filings

Within fifteen (15) days after Licensee has filed a pleading with any state or federal agency or commission pertaining to any aspect of System operation hereunder or the financial arrangements therefor, it shall file a copy of such pleading with the Issuing Authority.

Section 15.4 Additional Information

At any time, upon the written request of the Issuing Authority, Licensee shall make available any further information which may be reasonably required to establish Licensee's compliance with its obligations pursuant to this Renewal License. The

Issuing Authority or designee shall have the right to require verifications or certifications from appropriate officers or representatives of Licensee to the information being provided. To the extent consistent with applicable laws and the express requirements of this Renewal License, all copies of documents submitted by the Licensee to the Issuing Authority, its designee or its outside agent, including without limitation Reports required by Sections 8.5 and 15, shall be kept confidential and utilized by the Issuing Authority only for the purposes set forth in this Renewal License. Should the Licensee not be able to enter into an enforceable confidentiality agreement with an agent of the Issuing Authority, Licensee shall have the right to require that examination of its records be conducted on its premises.

SECTION 16: MISCELLANEOUS PROVISIONS

Section 16.1 License as Contract Under Seal

Upon its execution by the Issuing Authority and Licensee this Renewal License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Mayor of the City of Boston as Issuing Authority of the City of Boston, on the other hand.

Section 16.2 Entire Agreement

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

Section 16.3 Titles

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

Section 16.4 Separability

If any section, sentence, paragraph, term or provision of this 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 will remain in full force and effect for the term of this Renewal License or any renewal or renewals thereof.

Section 16.5 Impairment

To the extent that any City law, ordinance or regulation hereafter enacted or promulgated affects in any way Licensee's obligations under this Renewal License, nothing herein shall be construed to limit Licensee's right to contest such law, ordinance or regulation on any ground, including without limitation, the ground that the law, ordinance or regulation constitutes an unauthorized impairment of Licensee's rights under this Renewal License.

Section 16.6 Notice

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

City of Boston
Mayor's Office of Cable, Video & Web Services
Dept. of Innovation and Technology
City of Boston
43 Hawkins Street
Boston, MA 02114
Tel. 617/635-2737

with copies to:

Director
Mayor's Office of Cable Communications
43 Hawkins Street
Boston, MA 02114

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Vice President of Government and Community Relations
426 East 1st Street
South Boston, MA 02127

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

and

Comcast Cable Communications, Inc.
Attn: Government Affairs
1701 JFK Blvd
Philadelphia, PA 19103

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

Section 16.7 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: strikes, acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fares; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities;

environmental restrictions; or any other cause or event not reasonably within the control of the disabled party.

Section 16.8 Applicability of Renewal License

All of the provisions in this Renewal License shall apply to the City, the Licensee, and their respective successors and assigns.

Section 16.9 Warranties

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

- (a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

Section 16.10 Registration of Vehicles

Licensee shall register all of the vehicles regularly used in connection with or assigned to the Boston Cable Television System in the City of Boston and pay excise tax thereupon to the City.

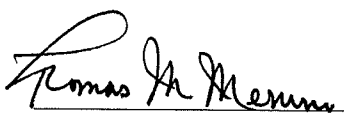
Section 16.11 Obligations

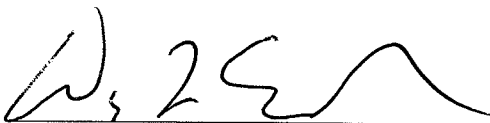
All obligations of Licensee and the Issuing Authority as set forth in this Renewal License shall commence upon the execution hereof and shall continue for the term of this Renewal License except as expressly provided for herein.

IN WITNESS WHEREOF, this Agreement is hereby signed by the parties
duly authorized, as of this 8th day of October, 2010, at Boston,
Massachusetts.

CITY OF BOSTON

Approved as to Form:

By: 
Thomas M. Menino
Mayor


Corporation Counsel CL

COMCAST OF BOSTON, INC.

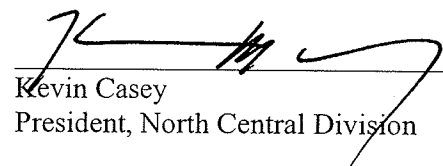
By: 
Kevin Casey
President, North Central Division

EXHIBIT 1

PUBLIC WORKS DEPARTMENT PROCEDURES

A. Initial Underground Installation.

1. Licensee or its designee shall submit to the Public Improvement Commission three (3) copies of Licensee's plans, scale - 1" = 20', showing the location of the proposed duct system, all existing utilities and structures, curb lines and street lines. When structures or conduits affect the sidewalk area, building fronts, doors and overhanging structures shall be included.
2. These plans shall be reviewed by the Public Improvement Commission Highway Division, Engineering Division, Permit Branch and the Traffic and Parking Department. The Permit Branch shall estimate the pavement restoration deposit and set the permit fee.
3. After the Public Improvement Commission hearing is held and the Issuing Authority's approval is obtained the grant of location shall be given to Licensee.
4. Permits shall be issued when the restoration deposit and permit fees are tendered by Licensee.
5. Upon completion of Licensee's work at a location, Licensee shall submit a location sketch with trench measurements to the Permit Branch. The Permit Branch shall have the right to verify Licensee's measurements.
6. When the Public Works Department completes the permanent repairs, a final deposit adjustment shall be made.

B. Emergency Permit.

When time does not allow the issuance of a permit because of emergency conditions, Licensee may commence work; provided, however, Licensee must notify the City within twenty-four (24) hours of permit issuance.

C. Blanket Occupation Permit.

A permit to occupy public places shall be issued annually in accordance with the Department's regular procedure.

D. Pedestals.

The use of pedestals or any surface-mounted structures shall be forbidden without the prior written consent of the Commissioner of Public Works.

E. Manholes, Handholds And All Other Subsurface Structures.

The use and location of all manholes, handholds and all other subsurface structures shall be approved by the Public Works Department prior to their use.

EXHIBIT 2
SERVICE LEVEL AGREEMENT
BETWEEN THE
CITY OF BOSTON
AND
COMCAST OF BOSTON, INC

Section 1 Definitions –

For the purpose of this Service Level Agreement (“SLA”), all words have the same meaning as those assigned in the Renewal Cable License (“Agreement”) to which this SLA is attached. In addition for purposes of this agreement the following words, terms, phrases, and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning.

(a) **Authorized Users** or **Users** means:

(i) Those entities for which PIN connection sites have been or will be constructed, and

(ii) Any additional local, state and federal government entities, educational entities (including but not limited to schools and educational institutions), and entities jointly approved by the City and Licensee.

(b) **Contact** or **Contacted** means a communication by phone, fax, email or text message.

(c) **Maintenance** means maintaining the Network as prescribed by FCC Rules and Regulations for Network’s voice, video and data capability. Network Maintenance shall include end-to-end connectivity to the demarcation point at each location and Licensee will make its best efforts to maintain a Mean Time To Repair (MTTR) of less than four (4) hours.

(d) **Optical Fiber** means fiber optic strands that are capable of carrying voice, video, and data transmissions but that have not yet been activated.

(e) **PIN Coordinator** means a Person designated by the City for the purposes specified in this SLA.

(f) **PIN Service Area** means the geographic area comprised of the City of Boston.

(g) **PIN or Public Institution Network or Network** is as defined in the License Agreement.

(h) **Primary Contact** means those Persons indicated as such in this SLA.

(i) **Work** means whatever is required of the Licensee to perform and complete its duties under this SLA. The term does not refer to activities of the Licensee required to perform and complete its duties under other Sections of the Renewal License Agreement, including but not limited to construction of subscriber network facilities. There is a model work order attached hereto as Exhibit A.

Section 2 Licensee's Obligations

(a) Licensee shall continue to make available a Public Institutional Network of six optical fibers (hereinafter "PIN") interconnecting the municipal and public buildings listed below in Section 11. The network shall have the capacity for carrying audio, text, data or video signals and have the capacity to provide a full range of channelization and multiplexing options to meet the needs of the broadest spectrum of Users.

(b) Licensee shall have no control, responsibility or liability for the signals distributed over the fiber optic components of the PIN by the City or other Authorized Users.

(c) Licensee shall maintain the PIN fiber plant at a high level of reliability; shall react to outages as provided for in Section 4 below and accepts

1) The PIN shall be considered to be experiencing an “outage” when:

i) Licensee has been Contacted by the Issuing Authority or the on-call technician of the City of Boston Dept. of Innovation and Technology Network Management Group, or

ii) When the Licensee’s Outside Plant recognizes a break of fiber bundles that include Municipal Fiber

2) “Outage” conditions shall not include

(i) scheduled preventive maintenance as long as the City’s PIN Coordinator is notified prior to such maintenance being scheduled, or

(ii) *force majeure* as more fully described in Section 16.7.

(d) All PIN wiring on the User’s side of the Demarcation Point and all PIN electronics are the sole responsibility and property of the City, provided, however, that the City may use monies from the PEM Capital Support Fund at its discretion for such wiring and electronics.

(e) Licensee shall be responsible for maintenance of the Network in accordance with the following provisions:

- 1) Licensee shall maintain the Network as prescribed by FCC Rules and Regulations for Network's video capability.
- 2) Licensee shall have the right to charge the City for all service calls not related to maintaining the physical plant and performance of the Network including adds, moves, or system changes requested by the City. Charges shall be billed on a time and material basis and consistent with the Work Order form attached to this SLA.
- 3) Licensee shall provide City with a preventative and routine Maintenance plan and;
- 4) As necessary, Licensee shall replace PIN plant on the Licensee's side of the Demarcation Point.
- 5) The Licensee's Operations Center shall be open and available to the Issuing Authority or the on-call technician the City of Boston Dept. of Innovation and Technology Network Management Group on a 24/7/365 basis.

Section 3 City's Rights & Obligations

- (a) City and Authorized Users shall have the right to use the PIN as more fully described in Section 6.10 of the Cable License between Licensee and the City of Boston.
- (b) All PIN wiring on the City or User's side of the Demarcation Point and all PIN electronics are the sole responsibility and property of the City, provided, however, that the City may use monies from the PEM Capital Support Fund at its discretion for such wiring and electronics.

(c) City shall require all Authorized Users to provide the City and Licensee name and contact information for a "Primary Contact," including 24-hour telephone contact information, and to timely update such information as it changes from time to time.

(1) The Primary Contact shall have primary responsibility for providing access to Licensee as necessary for Licensee to assess, repair or perform corrective measures at PIN locations.

(2) Unless otherwise specified by the City from time to time, the Primary Contact for all City PIN sites shall be the PIN Coordinator.

(d) City shall designate an experienced communications professional (e.g. MIS/LAN manager, network engineer, consultant, etc.) at its sole expense. This person shall be responsible and accountable to the City for all setup and ongoing operations for services transmitted over the Network.

(e) For all unscheduled maintenance, other than major outages, City shall have an on-call technician from the Network Management Group of the City of Boston's Department of Innovation and Technology contact the Licensee's Operations Center pursuant to Section 4(c) below, after obtaining a ticket number from the Licensee's Operations Center.

(2) If the Franchise Agreement is terminated or revoked in accordance with the terms of this Franchise Agreement and Ordinance prior to the expiration of its Term, the purchase price shall be an equitable amount taking into consideration the value of the PIN to the City and other Authorized Users, but in no event less than the Net Book Value as of the date of termination or revocation.

Section 4 Response to Outages

(a) The Licensee recognizes the importance of the PIN connectivity to the City and its delivery of City services including public safety, education and transportation. Therefore, in the event of a major outage, such as a fiber cut:

(1) Licensee commits to respond to the PIN disruption simultaneous with response to any disruption of commercial & residential services, and

(2) Licensee will repair City fiber simultaneous with any co-bundled Licensee fiber.

(3) Should Licensee choose to delay response to its fiber outage, Licensee will never-the-less pursue repair of the PIN within 4 hours.

(b) In case of a non-major outage, Licensee shall reply in a timely manner providing that the City has called the Licensee's Operations Center to assure a ticket number is assigned.

(c) All Contacts will be made to the contact numbers/addresses provided below for the Licensee's Operations Center. The Issuing Authority shall Contact the Licensee's Operations Center at 1-800-556-9979, option 3 first to assure a ticket number is assigned. This will enable the Licensee to track through internal reporting system.

(i) The on-call technician from the Network Management Group of the City of Boston Dept. of Innovation and Technology must provide his/her name and phone number when Contacting the Licensee's Operations Center to escalate a fiber outage. (This will enable the Licensee to track through internal reporting system.)

(ii) The Licensee's Operations Center will Contact the system's fiber restoration team. The Operations Center will confirm with the on-call technician from the Network Management Group that the Fiber Restoration Team is responding to the PIN incident.

(iii) Any and all responses by the Licensee are contingent upon successful notification by the Network Management Group and unfettered access to necessary city facilities and public rights-of-way.

Section 5 Restoration

(a) In the event of a major failure or catastrophic incident (natural or manmade) involving the PIN, the Licensee shall make its best efforts to address and repair those links utilized by the City's Public Safety entities as soon as reasonably possible. During such an incident the City shall coordinate and facilitate with the Licensee to identify the specific locations. During such a major failure or catastrophic outage or incident, the City will utilize the Licensee's escalation procedures including:

- 1) List of personnel at each level of escalation;
- 2) Contact telephone, fax, pager, and cellular numbers;
- 3) Methods by which escalation is initiated and conducted; and
- 4) Criteria for escalation at each level.

(b) Licensee agrees to respond to emergency callouts within the PIN Service Area for the purpose of assisting the City in the repair of the PIN fiber optic cable. Such assistance may require digging, trenching, shoring or other outside plant construction activity required in an effort to restore and protect service. City

may require Licensee to perform splicing services. Licensee shall be on site with labor and equipment as specified in the callout within *two (2) hours* following notification. Licensee shall remain on site, prepared to perform work as required until released by the City. Licensee shall be available for callout 24 hours per day, seven days per week, throughout the year. Licensee agrees that time is of the essence in all emergency callout situations and shall respond at all times to the requirements of a service restoration situation with a sense of urgency.

(c) Licensee may engage subcontractors under appropriate standby agreements where Licensee deems it necessary to supplement its own forces in order to meet the callout response criteria as set forth above. All subcontractors shall incorporate the terms and conditions substantially as contained in this Agreement and subcontractors shall comply with all of the requirements of the right of way owners pertaining to working on their right of way. Licensee shall at all times be responsible for the performance of the subcontractors. Second tier subcontracting is prohibited.

Section 6 General Maintenance and Permanent Restoration:

(a) City may require Licensee from time to time to perform general maintenance and permanent restoration services on the PIN. This Work shall include repair of washouts, lowering or moving active cable, bridge attachment repair and other outside plant work. Licensee shall be prepared to respond to request for such Services within three (3) days unless agreed otherwise.

(b) Licensee will determine the labor, equipment and material required for the Work. A Licensee estimate may be required prior to initiating Work

as provided in Exhibit A. A report detailing Services performed, materials, men and equipment utilized in the Services shall be submitted upon completion of Services.

Section 7 Clean-up of City Sites

(a) Licensee must clean up and remove any and all debris and packaging material resulting from its work on the City of Boston's or Authorized Users' premises. Upon completion of installation, Licensee must leave the premises as clean as prior to any Licensee activity.

Section 8 Restoration of Damaged Property

(a) Licensee must restore to in as good condition as possible prior to entry any damage to the City of Boston's or Users' property caused by Licensee 's maintenance or installation personnel including, but not limited to, damage to desks, floors, walls, ceilings, etc.

Section 9 Required Wall/Floor Space

(a) In coordination with the City personnel, Licensee must identify the wall and floor space required for the installation of the proposed fiber at the various City locations.

Section 10 Miscellaneous

(a) The PIN obligations included in this Agreement do not create any rights in or enforceable by any Authorized Users, or other Persons, other than the City.

(b) Notwithstanding any other provision herein, the City and the Licensee may contract for additional services, including Licensee's high-speed data service, at the prevailing market rate.

Section 11 Buildings

The following buildings are currently connected by the PIN:

<u>Entity</u>	<u>Street Address</u>	<u>Neighborhood</u>
ENGINE 07 /LADDER 17 DIV 1; DIST 4	200 Columbus Avenue	Backbay/Fenway
FIRE ALARM	59 The Fenway	Backbay/Fenway
BPL MAIN BRANCH	700 Boylston Street	Backbay/Fenway
BOSTON ARTS ACADEMY	174 Ipswich Street	Backbay/Fenway
QUINCY UPPER SCHOOL	152 Arlington Street	Backbay/Fenway
BOSTON LATIN SCHOOL	78 Avenue Louis Pasteur	Backbay/Fenway
MCKINLEY VOCATIONAL HIGH	97 Peterborough Street	Backbay/Fenway
SNOWDEN INTERNATIONAL HIGH	150 Newbury Street	Backbay/Fenway
TRANSPORTATION BUILDING	10 Park Plaza	Backbay/Fenway
AREA A-1 STATION	40 New Sudbury Street	Beacon Hill
WEST END BRANCH	152 Cambridge Street	Beacon Hill
HAWKINS ST.	35-43 Hawkins Street	Beacon Hill
MCCORMICK BUILDING	1 Ashburnham Place	Beacon Hill
HURLEY BUILDING	19 Staniford Place	Beacon Hill
ENGINE 29/LDR 11, DIV 1; DIST 11	138 Chestnut Hill Ave	Brighton
ENGINE 51 DIV 1; DIST 11	425 Faneuil Street	Brighton
AREA D-14 STATION	301 Washington Street	Brighton
ALLSTON BRANCH	300 North Harvard Street	Brighton
BRIGHTON BRANCH	40 Academy Hill Rd	Brighton
FANEUIL BRANCH	419 Faneuil Street	Brighton
BALDWIN, HARRIET	121 Corey Road	Allston/Brighton
JUSTICE CENTER	989 Commonwealth Ave	Brighton
BRIGHTON HIGH	25 Warren Street	Brighton
EDISON, THOMAS	60 Glenmont Road	Allston/Brighton
ENGINE 32/LADDER 9 DIV 1; DIST 3	525 Main Street	Charlestown
CHARLESTOWN BRANCH	179 Main Street	Charlestown
CHARLESTOWN HIGH	240 Medford Street	Charlestown
ENGINE 16 DIV 2; DIST 8	9 Gallivan Boulevard	Dorchester
ENGINE 17/LADDER 7 DIV 2; DIST 7	7 Parish Street	Dorchester
ENGINE 18/LADDER 6 DIV 2; DIST 8	1884 Dorchester Avenue	Dorchester
ENGINE 20 SAFETY DIVISION H 01; D	301 Neponset Avenue	Dorchester

<u>Entity</u>	<u>Street Address</u>	<u>Neighborhood</u>
ENGINE 21 DIV 2; DIST 7	641 Columbia Road	Dorchester
ADAMS STREET BRANCH	690 Adams Street	Dorchester
CODMAN SQUARE BRANCH	690 Washington Street	Dorchester
FIELDS CORNER BRANCH	1520 Dorchester Ave	Dorchester
LOWER MILLS BRANCH	27 Richmond Street	Dorchester
UPHAMS CORNER BRANCH	500 Columbia Road	Dorchester
CAMPBELL RESOURCE CENTER	1216 Dorchester Avenue	Dorchester
DORCHESTER HIGH	9 Peacevale Road	Dorchester
MURPHY, R.J.	1 Worrell Street	Dorchester
BOSTON MIDDLE SCHOOL	270 Columbia Road	Dorchester
MUNI POLICE	170 Hancock Street	Dorchester
ENGINE 05 , DIV 1; DIST 1	360 Saratoga Street	East Boston
ENGINE 56/LADDER 21 DIV 1; DIST	1 Ashley Street	East Boston
AREA A-7 STATION	69 Paris Street	East Boston
EAST BOSTON BRANCH	276 Meridian Street	East Boston
ORIENT HEIGHTS BRANCH	18 Barnes Ave	East Boston
BRADLEY, MANASSAH	110 Beachview Road	East Boston
EAST BOSTON HIGH	86 White Street	East Boston
ENGINE 08 /LADDER 1 DIV 1; DIST 3	392 Hanover Street	North End/Financial District
ENGINE 10 R--1 DIV 1; DIST 3	125 Purchase Street	North End/Financial District
MARINE UNIT DIV 1; DIST 3	MARINE UNIT DIV 1; DIST 3	North End/Financial District
NORTH END BRANCH	25 Parmenter Street	North End/Financial District
ADMINISTRATION BUILDING	26 Court Street	North End/Financial District
GRAPHICS	174 North Street (Richmond)	North End/Financial District
MBTA HEADQUARTERS	45 High Street	North End/Financial District
ENGINE 33/LADDER 15 DIV 1; DIST	941 Boylston Street	Backbay/Fenway

<u>Entity</u>	<u>Street Address</u>	<u>Neighborhood</u>
ENGINE 04 /LADDER 24 DIV 1; DIST 3	200 Cambridge Street	Beacon Hill
ENGINE 41/LADDER 14 DIV 1; DIST	460 Cambridge Street	Brighton
ENGINE 50 DIV 1; DIST 3	34 Winthrop Street	Charlestown
AREA C-11 STATION	40 Gibson Street	Dorchester
ENGINE 09 /LADDER 2 DIV 1; DIST 1	239 Sumner Street	East Boston
CITY HALL	1 City Hall Plaza	North End/Financial District
ENGINE 53/LADDER 16 DIV 2; DIST	945 Canterbury Street	Roslindale
NEW POLICE HEADQUARTERS	1 Schroedar Plaza	Roxbury
AREA C-6 STATION	101 West Broadway	South Boston
A-2 BPD	20 Vine St.	Charlestown
NEW MATTAPAN BRANCH LIBRARY	1350 Blue Hill Avenue	Mattapan
BHA WALNUT PARK - EGLESTON	1990 Columbus Ave.	Roxbury
ROSLINDALE COMMUNITY CENTER	6 Cummins Highway	Roslindale
ENGINE 30/LADDER 25 DIV 2; DIST	1940 Centre Street	Roslindale
ENGINE 48/LADDER 28 DIV 2; DIST	60 Fairmont Avenue	Roslindale
ENGINE 49 DIV 2; DIST 10	209 Neponset Valley Parkway	Roslindale
ENGINE 52/LADDER 29 DIV 2; DIST	975 Blue Hill Avenue	Dorchester
ENGINE 55 DIV 2; DIST 10	5115 Washington Street	Roslindale
AREA B-3 STATION	1165 Blue Hill Ave	Roslindale
AREA E-18 STATION	1249 Hyde Park Ave	Roslindale
AREA E-5 STATION	1708 Centre Street	Roslindale
CENTRAL SUPPLY	1555 Hyde Park Ave	Roslindale
POLICE ACADEMY/FAIRMONT	81 Williams Ave	Roslindale
HYDE PARK BRANCH	35 Harvard Avenue	Roslindale
MATTAPAN BRANCH	10 Hazelton Street	Roslindale
ROSLINDALE BRANCH	4238 Washington Street	Roslindale
WEST ROXBURY BRANCH	1961 Centre Street	Roslindale
HYDE PARK HIGH	655 Metropolitan	Roslindale

<u>Entity</u>	<u>Street Address</u>	<u>Neighborhood</u>
	Avenue	
KILMER, JOYCE	35 Baker Street	West Roxbury
MILDRED AVENUE SCHOOL	5 Mildred Avenue	Mattapan
ROOSEVELT, FRANKLIN	95 Needham Street	Hyde Park
WEST ROXBURY HIGH	1205 VFW Parkway	Roslindale
HEMINGWAY SCHOOL	30 Millstone Road	Roslindale
FRANKLIN PARK	1 Circuit Drive	Dorchester
CITY OF BOSTON STORAGE FACILITY	300 Rivermoor Street	Roslindale
BOSTON CENTERS FOR YOUTH AND FAMILY	1483 Tremont Street	Roxbury
SHELBOURNE COMMUNITY CENTER	2730 Washington Street	Roxbury
ENGINE 03 /LIGHTING DIV 1; DIST 4	618 Harrison Avenue	Roxbury
ENGINE 14/LADDER 4 DIV 2; DIST 5	174 Dudley Street	Roxbury
ENGINE 22 G-25 DIV 1; DIST 4	700 Tremont Street	Roxbury
ENGINE 24/LADDER 23 DIV 2; DIST	36 Washington Street	Roxbury
ENGINE 28/LADDER 10 DIV 2; DIST	746 Centre Street	Roxbury
ENGINE 42 R02 DIV 2; DIST 9	1870 Columbus Avenue	Roxbury
HEADQUARTERS	115 Southampton Street	Roxbury
AREA B-2 STATION	135 Dudley Street	Roxbury - moving 2011
AREA D-4 STATION	650 Harrison Avenue	Roxbury
AREA E-13 STATION	3345 Washington	Roxbury
SPECIAL OPERATIONS	364 Warren Street	Roxbury
CONNOLLY BRANCH	433 Centre Street	Roxbury
DUDLEY BRANCH	65 Warren Street	Roxbury
EGLESTON SQUARE BRANCH	2044 Columbus Ave	Roxbury
GROVE HALL BRANCH	5 Crawford Street	Roxbury
JAMAICA PLAIN BRANCH	12 Sedgwick Street	Roxbury
PARKER HILL BRANCH	1497 Tremont Street	Roxbury
SOUTH END BRANCH	685 Tremont Street	Roxbury
BOSTON LATIN ACADEMY	205 Townsend Street	Roxbury
BURKE, JEREMIAH	60 Washington Street	Roxbury
ENGLISH HIGH	144 McBride Street	Roxbury
MADISON PARK HIGH	55 New Dudley Street	Roxbury
MANNING, JOSEPH	130 Louders Lane	Jamaica Plain
MCKINLEY TECHNICAL HIGH	90 Warren Street	Roxbury
O'BRYANT HIGH	55 New Dudley Street	Roxbury

<u>Entity</u>	<u>Street Address</u>	<u>Neighborhood</u>
400 FRONTAGE RD.	400 Frontage Road	South Boston
EOC	85 Bragdon Street	Roxbury
DOWLING BUILDING- EMS	767 Albany Street	Roxbury
HIGH-RISE RESIDENTIAL- RADIO EQUIP	35 Northampton Street	Roxbury
JAMES MICHAEL CURLEY HOUSE YOUTH LDRSHIP CTR	350 Jamaicaway	Roxbury
SUFFOLK COUNTY HOUSE OF CORRECTIONS	72 South Bay Avenue	Roxbury
ENGINE 02 /LADDER 19 DIV 1; DIST 6	700 East Fourth Street	South Boston
ENGINE 39/LADDER 18 MOBILEC.POST;	272 D Street	South Boston
SOUTH BOSTON BRANCH	646 East Broadway	South Boston
PERRY, OLIVER	745 East 7th Street	South Boston
SOUTH BOSTON HIGH	95 G Street	South Boston

EXHIBIT 3

VIDEO TRANSPORT AS PROVIDED IN SECTION 5

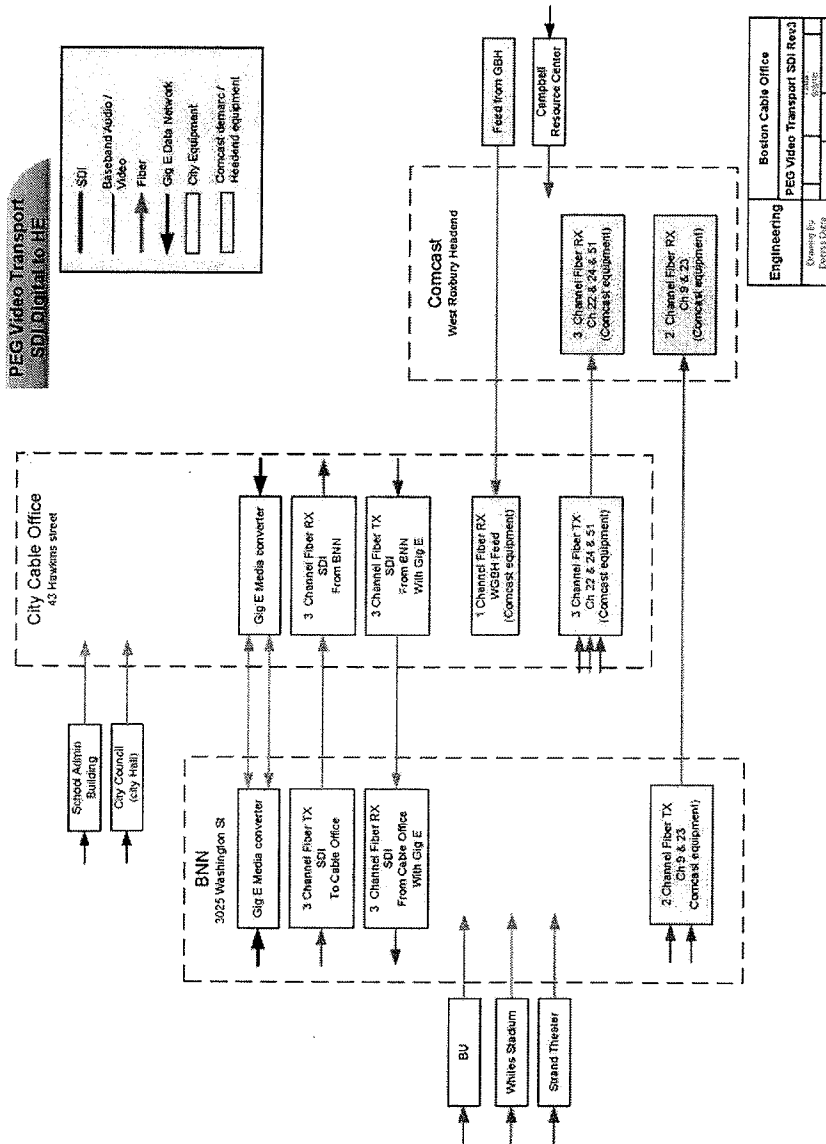


EXHIBIT 3A**COST ESTIMATES FOR DIGITAL CONVERSION COSTS AS
PROVIDED IN SECTION 5.5**

City electronics for dark fiber DRD 9/8/10					
Qty	Item	Description	Location	Cost	Extension
Link between Hawkins and 3025 Washington Street					
1		converter frame		1,100.00	1,100.00
6		Radiant VB136S-T-UAC fiber tx - SDI		1,850.00	11,100.00
6		Radiant VB136S-R-UAC fiber rx - SDI		1,550.00	9,300.00
4		CWDM-D8+1-RA CWDM Mux / demux unit		1,125.00	4,500.00
6		DA, Converters cards, AD - DA		900.00	5,400.00
2		Gig card link TX / RX		1,000.00	2,000.00
		Requires 4 fibers between BNN and Cable office			- 33,400.00
Link from remote site to end point (BNN or City Cable office)					
3		Radiant VL7500-212-TR system TX	Remote / BNN	2,900.00	8,700.00
3		Radiant VL7500-212-RT system RX	Remote / BNN	2,900.00	8,700.00
2		Radiant VAB700 series TX	City Hall / Cable	2,000.00	4,000.00
2		Radiant VAB700 series RX	City Hall / Cable	2,000.00	4,000.00
1		Converters and misc DA's	City Hall / Cable	3,000.00	3,000.00
		Requires 1 fiber from each location to end point (cable office or BNN)			- 28,400.00
				Total	61,800.00

EXHIBIT 4

PROGRAMMING

As agreed in Section 6.3 of the License, Licensee agrees to make its best efforts to provide a wide range and assortment of programming services serving a variety of needs and interests.

As an example of the wide array of programming services, Licensee will seek to provide:

- Programming directed toward and of primary interest to senior citizens;
- Programming directed toward and of primary interest to children;
- Educational programming;
- Foreign Language programming directed toward and of primary interest to the linguistic minorities of the City of Boston;
- News Programming;
- Sports Programming; and
- Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

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