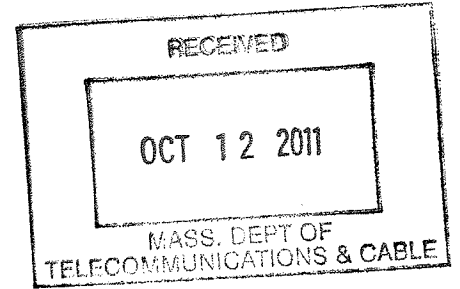


**CABLE TELEVISION
RENEWAL LICENSE**



GRANTED TO

Comcast of Massachusetts III, Inc.

Granted By

**THE BOARD OF SELECTMEN
TOWN OF BOXBOROUGH,
MASSACHUSETTS**

**Renewal Term
December 18, 2011 – December 17, 2021**

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RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts III, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Boxborough, Massachusetts (hereinafter the "Town"), said license having commenced on December 18, 2001;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated January 16, 2009 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

**ARTICLE 1
DEFINITIONS**

SECTION 1.1 – 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.

(a) Access - The right or ability of any Boxborough resident and/or any Persons affiliated with a Boxborough institution to use designated Public, Education and Government (“PEG”) access facilities and equipment and/or Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee.

(b) Access Provider – shall mean the entity designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

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

(d) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(e) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of

1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(f) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Boxborough, 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 Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Cable Division – shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

(h) Cable Service or Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(i) Drop – shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network.

(j) Effective Date – shall mean December 18, 2011.

(k) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(l) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Boxborough and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(m) Gross Annual Revenues – The revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service, accrued in accordance with generally accepted accounting principles in the United States, and shall include, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Services monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees (“Fee-on Fee”); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; home shopping revenues; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for such Affiliate’s or other Person’s use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles in the United States; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(n) Issuing Authority – shall mean the Board of Selectmen of the Town of Boxborough, Massachusetts, or the lawful designee thereof.

(o) Licensee – shall mean Comcast of Massachusetts III, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(p) License Fee – shall mean the payments to be made by Licensee to the Town of Boxborough and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(q) Normal Business Hours – shall mean those hours during which most similar businesses in Boxborough are open to serve customers. In all cases, Normal Business Hours must include some evening hours and at least one night per week and/or some weekend hours.

(r) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

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

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

(u) PEG Access User – shall mean a Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.

(v) PEG Access Programming – shall mean non-commercial programming produced by any Boxborough residents or organizations, schools and government entities 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.

(w) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(x) Public, Educational and Governmental (PEG) Access Channel – A video channel which the Licensee shall make available to the Town of Boxborough and designees of the Town of Boxborough, including Access users without charge, for the purpose of transmitting non-

commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(y) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Boxborough for compatible uses, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Boxborough for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(z) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government 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.

(aa) Renewal License or License – shall mean this Renewal License and any amendments or modifications in accordance with the terms herein.

(ab) Standard Installation – The installation which can be completed using a Drop of up to two hundred feet (200 ft.) aerial or underground.

(ac) Subscriber – Any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee.

(ad) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ae) Town – shall mean the Town of Boxborough, Massachusetts.

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

(ag) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2
GRANT OF RENEWAL LICENSE**

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts III, Inc., a Massachusetts Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Boxborough.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

This License of this non-exclusive Renewal License shall be for a period of ten (10) years, commencing on December 18, 2011 through midnight December 17, 2021.

SECTION 2.3 - RENEWAL

(a) In accordance with the provisions of federal law, M.G.L. c. 166A, §13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such terms as Licensee and the Issuing Authority may then agree.

SECTION 2.4 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (b) be construed as a waiver of any codes or bylaws/regulations of general applicability and not specific to the Cable Television System, Licensee, or this License; or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Boxborough; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide

the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

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

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

(d) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or

less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

SECTION 2.6 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable federal and State laws and regulation, and Town by-laws and lawful regulations, provided such Town bylaws and regulations are not specific to this License, the Licensee and/or Cable System. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

SECTION 2.7 – REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below or (3) unless otherwise operating under the terms of this Renewal License as allowed by applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not

removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown.

SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the Cable Division. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. A transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under this Renewal License, unless otherwise provided by applicable federal or state law. An “affiliated company” is any Person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person or entity.

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

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the

Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

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

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

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

SECTION 2.9 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above shall be null and void, and shall be deemed a material breach of this Renewal License.

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

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

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town, subject to Section 3.1 (c) below, provided the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. For non-Standard Installations, the Licensee shall offer Cable 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.

(b) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation so long as such additional time does not result in additional cost to the project developer or the Town. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Licensee. The Developer shall be responsible for the digging and back-filling of all trenches.

(c) Consistent with Section 3.1 above, the Cable System shall be extended, at the Licensee's sole cost and expense, to any and all areas of the Town containing: (i) fifteen (15) dwelling units per aerial mile, or (ii) fifteen (15) dwelling units per underground mile where serviceable conduit is in place and available to the Licensee for its exclusive use, or (iii) fifty (50) homes per underground mile where Licensee must dig trenches and provide conduit, as measured from the nearest serviceable point on the Trunk and Distribution system. Upon request by the

