

-Town of Brookline Cable Television Renewal License Granted to RCN-BecoCom, Inc.-

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

RCN-BECOCOM, INC.

THE BOARD OF SELECTMEN

TOWN OF BROOKLINE,

MASSACHUSETTS

March 4, 2008

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AGREEMENT

This Cable Television Renewal License entered into this 4th day of March 2008, by and between the Board of Selectmen of the Town of Brookline, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A, and RCN-BecoCom, Inc. ("RCN").

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Brookline, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television renewal licenses to construct, operate and maintain a Cable Television System within the Town of Brookline; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing in the Town, on January 10, 2008, pursuant to Section 626(a) of the Cable Act, to (1) ascertain the future cable-related community needs and interests of Brookline, and (2) review the performance during the current license term.

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

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.

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

(2) Access Channel: A video channel which the Licensee shall make available, without charge, for the purpose of transmitting programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

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

(4) Affiliate or Affiliated Person: Another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(6) Broadband Monitoring Committee: The Broadband Monitoring Committee as may be appointed and designated by the Issuing Authority, from time to time.

(7) CMR: The Code of Massachusetts Regulations.

(8) Cable Communications Act (the "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

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

(10) Cable Service: The one-way transmission to Subscribers of video programming or other programming services, together with Subscriber interaction, if any, which is required for the selection of such video programming or other programming services, which the Licensee may make available to all Subscribers generally.

(11) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the Town.

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

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

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

(15) DVD: The acronym for Digital Video Disc player.

(16) Department of Public Works ("DPW"): The Department of Public Works of the Town of Brookline, Massachusetts.

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

(18) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(19) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to educational institutions and/or educators wishing to present non-commercial educational programming and information to the public.

(20) Effective Date of Renewal License (the "Effective Date"): April 28, 2008.

(21) Execution Date of Renewal License (the "Execution Date"): March 4, 2008.

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

(23) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

(24) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest earned on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off; 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.

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

(26) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber node, microwave link or transportation super trunk.

(27) Institutional Network ("I-Net"): The dedicated two (2) strand fiber-optic cable, consisting of Upstream and Downstream Channels, said Channels for the use of the Issuing Authority, its designees and Town departments.

(28) Issuing Authority: The Board of Selectmen of the Town of Brookline, Massachusetts.

(29) Leased Channel or Leased Access: A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.

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

(31) Licensee: RCN BecoCom, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

- (32) Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.
- (33) Origination Capability: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (34) Outlet: An interior receptacle that connects a Subscriber's or User's television set to the Cable System.
- (35) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.
- (36) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (37) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (38) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (39) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- (40) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (41) Prime Rate: The prime rate of interest at Bank of America.
- (42) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Brookline residents and/or organizations wishing to present non-commercial programming and/or information to the public.
- (43) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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

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

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

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

(48) State: The Commonwealth of Massachusetts.

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

(50) Subscriber Network: The minimum 750 MHz network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(51) Town: The Town of Brookline, Massachusetts.

(52) Town Counsel: The Town Counsel of the Town of Brookline, Massachusetts.

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

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

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

(56) VCR: A video cassette recorder.

(57) Video Programming or Programming: 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

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Brookline, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television renewal license to the Licensee authorizing the Licensee to lawfully operate and maintain a Cable Television System within the corporate limits of the Town of Brookline.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; as amended; the regulations of the FCC; the 1984 Cable Act; the 1992 Cable Act; and all lawful Town, State and federal statutes and by-laws of general application.

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

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or Town ordinances enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a ten (10) year term, commencing on April 28, 2008 and expiring on April 27, 2018, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

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

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

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted, from and after the Execution Date hereof, 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. The Issuing Authority shall convene said hearing within forty-five (45) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. 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 in writing as is requested in order to justify its belief.

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

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

Section 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all DPW regulations attached hereto as **Exhibit 1**, and any by-laws enacted by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter; provided, however, that in the event of a dispute hereto, the parties agree to meet and negotiate in order to resolve such dispute in good faith. If reasonable negotiations to resolve such dispute are not successful, the parties agree to submit such dispute to a forum of appropriate jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, and unless (1) the Licensee has renewed its Renewal License for another renewal term, or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, neither this 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 hearing upon a written application therefor 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.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority may consider such factors as the transferee's management experience, technical expertise, financial capability, and legal ability to operate a cable system under the existing license, and any other criteria allowable under law.

(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 this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(e) Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application for transfer within one hundred twenty (120) days of receipt of said application for transfer. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

(f) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer.

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

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of 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 in accordance with the provisions of Section 11.1 *infra*.

(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 DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to make available to all residents of the Town its minimum seven hundred Megahertz (750 MHz) Subscriber Network, fully capable of carrying at least seventy-eight (78) video channels in the downstream direction

(b) The Licensee shall continue to maintain the Subscriber Network, at all times, at the minimum FCC Technical Standards contained in **Exhibit 2**, attached hereto.

Section 3.2---INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain, at its sole cost and expense, its two (2) single mode fiber-optic Institutional Network ("I-Net") for the exclusive use of the Town, the Issuing Authority and/or its designees.

(b) Said I-Net shall be bridged to the Subscriber Network at the Headend. Said I-Net shall be capable of distributing video, audio and data to all designated non-school and school buildings connected to the I-Net. I-Net switching shall be the responsibility of the Licensee.

(c) The Licensee shall maintain and replace in a timely manner all equipment that is part of the I-Net. The Town shall maintain and replace any end-user equipment that it owns and operates.

(d) The two (2) single mode fiber-optic strands shall interconnect each of the buildings specified in **Exhibit 3** ("I-Net Buildings") to the Licensee's Hub location using a star network topology.

(e) The I-Net shall be capable of providing voice, video and data services between Town buildings and other institutions specified in **Exhibit 3**. The Licensee shall provide professional consulting services to the Town in order to facilitate video and data transmission capacity over the I-Net. Designated Users shall be able to transmit to other institutions using a modulator and/or other necessary equipment.

(f) Two (2) single mode fibers shall be terminated at each location requiring access to the I-Net. One (1) fiber shall be used for upstream transmission from the I-Net to the Licensee's Hub location in the Town. The second fiber shall be used for downstream transmissions.

(g) The I-Net shall be maintained by the Licensee as follows:

(i) The I-Net shall be maintained at all times in the downstream and upstream mode(s) to conform with FCC standards.