

**CITY OF CHICOPEE
COMMONWEALTH OF MASSACHUSETTS**

CABLE TELEVISION RENEWAL LICENSE

**GRANTED TO
CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC**

**RICHARD R. GOYETTE, MAYOR
CITY OF CHICOPEE, MASSACHUSETTS**

DECEMBER 1, 2004

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A G R E E M E N T

This Cable Television Renewal License entered into this 1st day of December, 2004, by and between Charter Communications Entertainment I, LLC, a Delaware limited liability corporation, and the Mayor of the City of Chicopee, Massachusetts, as Issuing Authority, for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

W I T N E S S E T H

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

WHEREAS, the Issuing Authority and Charter Communications Entertainment I, LLC did engage in good faith negotiations and did agree on proposals to operate and maintain a Cable Television System in the City of Chicopee; and

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

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, and other proposals of the Company; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City to grant a non-exclusive Renewal License to the Company;

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

ARTICLE 1

DEFINITIONS

Federal law defines many of the following terms and those definitions are incorporated by reference herein. Definitions herein are intended only to clarify those definitions and not to supercede, limit or expand any such provisions of law.

(1) **Access or Public Access:** The right or ability of any City resident and/or any person employed by a business, company or entity located within the City to use designated facilities, equipment and/or specified channels of the Cable System, subject to the conditions and procedures established for such use.

(2) **Access Channel:** One or more video channels or allocated bandwidth which the Company designates and makes available to the City and/or its designees for the purpose of transmitting non-commercial programming by the members of the public, City departments and agencies, public schools, educational, institutional and similar not-for-profit organizations.

(3) **Basic Service:** Generally the entry level tier of service defined, as "basic cable service" under 47 U.S.C. § 522(3), distributed over the Cable Television System, which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all local broadcast signals, if any, required to be carried as Basic Cable Service pursuant to federal law.

(4) **The Cable Act:** Refers to all applicable provisions of the federal Communications Act, as amended, including the Cable Communications Policy Act of 1984 Public Law No. 98-549, 98 Stat. 2779 (1984), codified at 47 U.S.C. §§521 et seq. which became effective on December 29, 1984, and as thereafter amended by the Cable Telecommunications and Consumer Protection Act of 1992, and the Telecommunications Act of 1996.

(5) **Cable Communications System or Cable System or CATV System:** Generally the cable system, as defined by 47 U.S.C. § 522(7), or Community Antenna Television System, as defined by M.G.L.c. 166A § 1(b).

(6) **Cable Services:** The one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service, generally defined by 47 U.S.C. § 522(6).

(7) **Cable Television Advisory Committee (the "Advisory Committee"):** A committee if any, appointed by the City's Mayor, pursuant to 207 CMR 3.01 (3).

- (8) **CATV:** Community Antenna Television or more generally referred to herein as “cable television”.
- (9) **Distribution Plant:** That part of the Cable Television System plant between the headend and the Cable Drop.
- (10) **Downstream Channel:** A channel over which signals travel from the Cable System headend to an authorized recipient.
- (11) **Drop or Cable Drop:** The cable that connects a home or building in the City to the Distribution Plant of the Cable System, which is owned by the Licensee.
- (12) **Educational Access Channel:** A specific channel on the Cable System designated by the Company and made available to educational institutions and/or educators wishing to present non-commercial educational information to the public.
- (13) **Effective Date of Renewal License (the "Effective Date"):** December 1, 2004
- (14) **Execution Date of Renewal License (the "Execution Date"):** December 1, 2004.
- (15) **Expanded Basic Service:** The tier of video programming offered by Licensee which is in addition to the entry level tier designated as “basic service” and does not include digital video programming, "pay cable with premium service" or "pay-per-view" as defined herein.
- (16) **External Costs:** Pursuant to Section 76.922(d) of the FCC's regulations, as such regulations may hereafter be from time to time amended, "External Costs" shall mean costs of Licensee in the categories enumerated in such regulations, including, but not necessarily limited to, the following categories: (a) state and local taxes applicable to the provision of Cable Television Service; (b) franchise fees; (c) costs of compliance with franchise requirements, including costs of PEG access channels as required by the franchise authority; (d) retransmission consent fees; and (e) programming costs. Permitted per channel charges for regulated programming services may be adjusted to reflect changes in External Costs. Other costs may also be deemed External Costs in accordance with applicable law. As permitted by law, all External Costs, including those under this License, may be added onto the applicable rates, fees and charges of services and equipment paid by Licensee's subscribers in City.
- (17) **FCC:** The Federal Communications Commission, or any successor agency.
- (18) **Government Access Channel:** A specific channel on the Cable System designated by the Company and made available to the Issuing Authority and/or its designees to present non-commercial programming and/or information to the public.
- (19) **Gross Annual Revenue:** Compensation derived from subscriber revenues which includes Basic and Expanded Basic tiers, pay programming, pay-per-view revenues, installations revenues, and equipment rentals, but excluding revenues from the sale of a capital asset not in the ordinary course of business; bad debt; third party billings, taxes and fees; home shopping service revenues, advertising and

also excluding any revenues required to be excluded from franchise fee calculations under the Telecommunications Act of 1996, as amended or by decision of the F.C.C.

(20) **Institutional Network:** The separate cable telecommunication coaxial and fiber optic cable network designed for broadband communication between specific and limited number of commercial and government sites with the City. Two-way communication over the Network requires two channels: an upstream channel to forward the signal to a hub site and a second downstream channel to transport the radio frequency signal to the receive site(s).

(21) **Institutional Network Channel:** A channel or allocated bandwidth on a network separate from the Subscriber Network and used for either Upstream or Downstream video, audio or data transmission.

(22) **Issuing Authority:** The Mayor of the City of Chicopee, Massachusetts.

(23) **Licensee:** Charter Communications Entertainment I, LLC, which may do business as "Charter Communications or "Charter" or any other name or affiliates which it, in its sole discretion, selects.

(24) **MDTE:** The Massachusetts Department of Telecommunications and Energy, Cable Television Division, established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(25) **Multichannel Video Programming Provider (MVPP):** As defined by the FCC, any provider of multiple channel video service to the home, including but not limited to, Cable Television Service, direct broadcast satellite service ("DBS"), multi-channel multi-point distribution service ("MMDS"), and Open Video Service ("OVS").

(26) **Outlet:** The interior connection of a Subscriber's or User's television set to the Cable System, which may or may not be an interior receptacle.

(27) **Pay Cable or Premium Cable Services:** Programming delivered for a fee or charge to Subscribers on a per-channel or per-tier basis in addition to the fee or charge to Subscribers for the Basic Service and/or Expanded Basic.

(28) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-day basis in addition to the fee or charge to Subscribers for the Basic/Cable Network Service.

(29) **Private Way:** Generally, a non-public road or way providing access to two or more properties.

(30) **Public Access Channel:** A specific channel on the Cable System, which is designated by the Licensee for the use of individuals and not-for-profit organizations wishing to present non-commercial Programming and information.

(31) **Public Way or Street ("the Public Way"):** The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, driveways, bridges, tunnels, parks, parkways and public grounds and all other publicly owned real

property or real property rights under the jurisdiction of the City within or belonging to the City, or over which the City has an easement or right-of-way, or to which the City has rights compatible with the installation of cable and ancillary equipment pursuant to the Renewal License, now or hereafter existing.

(32) **Renewal License or License:** The non-exclusive, revocable Cable Communications License granted to the Licensee.

(33) **Residence:** Any structure used for private or other non-business purposes including private homes; but excluding commercial entities including but not limited to restaurants, bars, public clubs, private clubs, nursing homes, college dormitories and hotels and that is able to receive Cable Service.

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

(35) **Subscriber:** Any person who elects to subscribe to, for any purpose, a service provided by Licensee by means of, or in connection with, the Cable Television System.

(36) **Subscriber Network:** A bi-directional capable network operated by the Licensee, over which video, audio, text and data signals may be transmitted to Subscribers.

(37) **System outage or Outage:** An occurrence wherein ten (10) or more calls from one neighborhood report a loss of Cable Service.

(38) **City:** The City of Chicopee, Massachusetts.

(39) **Trunk and Distribution System:** That portion of the Cable System for the delivery of signals, but not including Drops to Subscribers' residences.

(40) **Upstream Channel:** A channel over which signals travel from an authorized location on the Subscriber Network or the Institutional Network, to the Cable System headend, or to the Institutional Network hub location.

ARTICLE 2

GRANT OF LICENSE

SECTION 2.1 — GRANT OF RENEWAL LICENSE

(a) PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L. c. 166A) as inserted by Chapter 1103 of the Acts of 1971, as amended, and to federal law, the Mayor of Chicopee as the Issuing Authority of the City of Chicopee, Massachusetts ("City"), shall grant a non-exclusive renewal Cable Television License to Charter Communications Entertainment I, L.L.C. ("Licensee") a Delaware limited liability corporation established for such purpose, authorizing and permitting said Licensee to operate a Cable Television System within the corporate limits of the City of Chicopee, Massachusetts. The Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and with all rules and regulations of the FCC, the rules and regulations of the MDTE or Massachusetts Community Antenna Television Commission ("CATV Commission"), the Cable Act, as amended, and all other rules and regulations in force and effect upon the date hereof.

(b) Subject to the terms and conditions herein, the Issuing Authority shall grant to Licensee the right to upgrade, install, operate and maintain a Cable System in, under, over, along, across, through or upon the Public Ways, including streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Chicopee within the municipal boundaries and subsequent additions thereto, including property over which the City has an easement or right-of-way, Private Ways and also through public and private easements, which are within the City, that have been dedicated for compatible uses, for the purpose of reception, transmission, collection, amplification, origination, distribution, or redistribution of audio, video, text, data, Internet access or other signals or services in accordance with the laws of the United States of America and the Commonwealth of Massachusetts. In exercising rights pursuant to the Renewal License, Licensee shall not endanger or interfere with the lives of persons or, without prior written permission, unlawfully interfere with any installations of the City, any public utility serving the City or any other persons permitted to use public ways and places. Grant of the 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 the Department of Public works regulations, or governing applicable law or ordinance.

SECTION 2.2 — TERM OF RENEWAL LICENSE

The term of the Renewal License shall be a ten-year period commencing on December 1, 2004 and shall expire on November 30, 2014. All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

SECTION 2.3 — TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

The 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 or party holding such License to any other person or party, except as provided by applicable law or the regulations of the MDTE and the FCC.

SECTION 2.4 — NON-EXCLUSIVITY OF LICENSE AND COMPETITION

(a) The 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, or the right of the Issuing Authority 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. Issuing Authority shall not permit or authorize any person or entity to operate a cable system without a License or franchise, as defined by 47 U.S.C. § 522(9).

(b) If the City enters into any contract, license, agreement, or the like with a MVPP, which is not an affiliate of Licensee, the terms of that contract, license or agreement shall be on substantially equivalent terms and conditions contained in this agreement or such terms and conditions equitably modified to reflect any differences between the License and any additional license, contract or agreement in terms of benefit to the respective MVPP, including, but not limited to, such considerations as (i) length of term; (ii) extent of service area; (iii) system design and construction specifications; (iv) the payment of any franchise fees; (v) any payments for the support PEG access programming; (vi) any

grants for capital equipment for PEG access programming; (vii) the provision of any service or service connections to schools or public buildings; (viii) the construction of an I-Net; and (ix) customer service standards. To the extent that any term of the License is less favorable and more burdensome to the Licensee than those of an equivalent provision of such subsequent or additional MVPP license, contract, or agreement, the City, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate the disparate nature of the terms of the additional license(s) and, following said hearing, the City shall take actions to rectify said differences, if any are found, including, but not limited to, amending the additional license, contract, or agreement so that they are not on more favorable or less burdensome terms than the terms of the License or amending this License so that its terms are not less favorable or more burdensome than those of any additional license, contract, or agreement. In devising an appropriate remedy, the City shall consider that, in certain instances, eliminating ongoing obligations after the implementing construction has been undertaken may be inadequate to provide meaningful relief.

(c) In the event the services of any MVPP competing with the Licensee is not licensed or under contract or under agreement with the City ("unlicensed MVPP"), and the number of households subscribing to the unlicensed MVPP in combination with the number of Subscribers of all other unlicensed MVPPs available to franchise area households is in excess of five percent (5%), then to the extent such MVPP is not required to (i) pay any franchise fee; (ii) pay for support of PEG access programming; (iii) make grants for PEG access facilities; (iv) provide drops and service to public buildings; (v) construct an I-Net; or (vi) comply with customer service standards, the City upon written request of the Licensee citing this provision and requesting relief sought, after providing public notice, shall hold a public hearing at which it will consider the reasonableness of Licensee's request for relief from complying with the above mentioned requirements and afford Licensee the opportunity to demonstrate the disparate burdens and inequities on Licensee of having to comply with said requirements. Following said hearing, the City shall issue a report ascertaining the reasonableness of continuing to require Licensee to engage in the above-mentioned requirements and what relief, if any, Licensee may be afforded. In the absence of any applicable federal law that occupies the field specifically aimed at equalizing competition or otherwise creating a "level playing field" between municipally licensed and unlicensed MVPPs, should the conditions which Licensee demonstrates in the aforementioned hearing give rise to a competitive disadvantage for the Licensee, the City shall rectify said differences by modifying the License in such a manner as to relieve the Licensee of the burdens

which are not imposed on or provided by the Licensee's competitors or by imposing similar requirements on the MVPP.

SECTION 2.5 — FUTURE RENEWALS

Renewal rights shall be afforded the Licensee at the expiration of this license consistent with applicable state and federal law. In no event shall such renewal rights be less favorable to the Licensee than those set forth in 47 U.S.C. § 546, as it exists on the date hereof.

ARTICLE 3

SYSTEM DESIGN

SECTION 3.1 — SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate and maintain a technologically suitable Cable System, which offers a full range of services and equipment, taking into account appropriate economic circumstances and feasibility and customer demand.

(b) Cable Service shall be made available to all homes in the City; provided, however, that (i) all such homes are on the Public Way or a Private Way where Cable Service is available on the Effective Date of the License, or are located on Public Ways; (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a City boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable.

(c) Standard drops and installations shall include aerial drops up to 250 feet in length. Larger aerial drops and underground drops shall be priced based on cost.

(d) The Cable System may operate with bi-directional capability but in no case shall be less than 750 Megahertz (Mhz).

(e) Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

SECTION 3.2 — INSTITUTIONAL NETWORK

(a) The Licensee shall continue to provide and maintain the current three hundred Megahertz (300 MHz) Institutional Network ("I-Net") for the non-commercial and governmental use of the Issuing Authority and/or his designees and for the commercial and/or non-commercial use of the Licensee. Said I-Net shall be capable of providing twenty-one (21) channels in the downstream direction and seventeen (17) channels in the upstream direction. The I-Net shall be capable of transmitting between the City buildings and other institutions and any other public buildings subsequently specified by the City, for City use. Designated Users shall be able to transmit to other institutions using a modulator and/or other necessary equipment.

(b) The Licensee shall continue to provide, without out-of-pocket charge, an activated I-Net Drop and an activated Outlet(s) to each of the institutions currently servicing such service.

(c) Construction, installation and activation of each designated Drop and Outlet shall be completed within sixty (60) days of designation by the City, for aerial Drops, and within ninety (90) days of designation by the City, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties and, provided further that those Outlets and Drops involve standard installations and not involve contact with any materials containing asbestos or drilling of concrete, cement, brick or similar substance. The Licensee shall discuss the location of each connection with the appropriate officials in each of the buildings or institutions designated to receive a Drop or Outlet, prior to the installation of such a Drop or Outlet. The City shall designate such officials in writing to the Licensee. During the Renewal Term hereof, the Issuing Authority may request an additional twenty (20) I-Net Outlets for City-owned buildings which the Licensee shall install without charge(s) to the Issuing Authority and/or such City-owned buildings, provided that such City-owned non-residential buildings can be served by a standard installation and without necessity of a line extension or addition of electronics to any existing line. Additional I-Net Outlets in excess of said twenty (20) I-Net Outlets shall be installed by the Licensee at its prevailing rates to be paid by the City, or its designee.

(d) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.

(e) The I-Net shall be operated and maintained, at a minimum, in compliance with FCC Technical Specifications. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the City or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within thirty (30) days of any such reasonable request and submit the results to the Issuing Authority promptly.

(f) The cost of new I-Net drops and related equipment shall be treated by the Licensee as an External Cost and shall be charged to Subscribers in accordance with applicable law.

(g) The I-Net shall continue to be interconnected with the Subscriber Network at the Headend, or such other location determined by the Licensee. All remote video Signals shall be sent on an Upstream Channel to the Headend or other location, or any other method determined by the Licensee, where such Signals shall be reprocessed onto the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee at no cost to the City and/or the Access Corporation shall perform said Signal reprocessing.

SECTION 3.3 — PARENTAL CONTROL CAPABILITY

The Licensee shall provide to Subscribers, for a reasonable charge and upon request, and to the extent required by law, with the capability to control the reception of any channels on the Cable System for the purpose of parental control.

SECTION 3.4 — EMERGENCY ALERT SYSTEM

It is not necessary for the Licensee to maintain a local emergency override system, due to current technology, the presence of the neighboring air force base, and the ability of the City of Chicopee to utilize one of the access channels for emergency notices. Notwithstanding, Licensee shall maintain an Emergency Alert System to the extent required by applicable federal and state laws.

ARTICLE 4

CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

SECTION 4.1 — SERVICE AVAILABLE TO ALL RESIDENTS

Subject to Section 3.1 supra, the Licensee shall continue to make its Cable Service available to all residences in the City, as of the Effective Date of this License.

SECTION 4.2 — LOCATION OF CABLE SYSTEM

The Licensee shall install, operate and maintain the Cable System within the City. Poles, towers and other structures shall be erected so as not to interfere with vehicular or pedestrian traffic over the Public Way. The erection and location of all poles, towers and other obstructions shall be in accordance with all laws, regulations and/or by-laws. The City shall cooperate with Licensee in all respects concerning the installation, operation, and maintenance of Licensee's Cable System and equipment, including, but not limited to, the timely issuance of any permits or other authorizations necessary to perform such work at no charge to Licensee and upon such other reasonable terms and conditions as permitted by applicable law.

SECTION 4.3 — UNDERGROUND FACILITIES

(a) For residential subdivisions constructed after the Effective Date of the License with all utilities located underground, the Licensee shall install its Distribution Plant underground, provided: (i) the subdivision contractor building the subdivision shall make the necessary easements available without cost to Licensee; and (ii) the subdivision contractor provides at least sixty (60) days' notice to the Licensee in order for the Licensee to place the Distribution Plant in utility trenches opened by the contractor.

(b) To facilitate the orderly development of new residential subdivisions with underground utilities, the Issuing Authority shall use its best efforts to have the Planning Board (i) require that subdivision developers work with the Licensee during the planning of subdivisions to provide for Distribution Plant installation; (ii) require that a plan for the Distribution Plant be included in the subdivision plan as a condition for Planning Board approval; and (iii) require that the developer provide a copy of the approved plans to the Licensee.

SECTION 4.4 — CONSTRUCTION AND MAINTENANCE STANDARDS

Licensee shall maintain the Cable System in accordance with applicable technical standards and standards generally observed by the cable television industry. During the term hereof, the Licensee shall comply with all applicable FCC statutes, regulations and standards relating to the quality of signals transmitted over the Cable System. The Licensee shall upgrade, install, operate, maintain and remove the Cable Television System in conformance with the Massachusetts Electrical Code, the National Electric Code, the National Electrical Safety Code, the National Electrical Code of the National Fire Protection Association, the National Cable Television Association Safety Manual, the rules and regulations of the FCC and the MDTE, building and zoning codes, and land use restrictions as the same exist or may be amended hereafter. The Licensee shall resolve any conflicts between said codes.

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid unnecessary damage and/or injury to shade trees in and along the streets, alleys, Public Ways and places, and private property in the City. The Licensee shall be subject to M.G.L. c. 87 and shall comply with all applicable rules established by the Issuing Authority or his designee(s) during the term of this Renewal License relating to tree trimming. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City's Tree Warden.

The Licensee may upgrade its system and/or services at any time in accordance with applicable law and regulations in accordance with applicable notice provisions and construction standards as set forth herein.

SECTION 4.5 — RESTORATION TO PRIOR CONDITION

Whenever the Licensee excavates, opens or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon the failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

SECTION 4.6 — DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Way or place, or remove from any street or other Public Way or place, any of its property as may be required by the Issuing Authority or its designee 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.

SECTION 4.7 — PRIVATE PROPERTY

The Licensee shall be subject to applicable law regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City. The Licensee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System. Pursuant to 47 U.S.C. § 541(a)(2), Licensee is authorized herein to install, construct, operate, maintain and remove its facilities in easements which have been dedicated to compatible uses, subject to the conditions of applicable law.

SECTION 4.8 — COMMERCIAL ESTABLISHMENTS

The Licensee shall make cable services available to any commercial establishments in the City, which are located on the residential Subscriber Network, subject to the Licensee and each commercial establishment reaching a reasonable agreement regarding the terms and costs of initial installation and service which may or may not differ from the terms and costs that apply to residential Subscribers. It is herein acknowledged that certain programming services may not be available to commercial establishments, or may be available only upon certain terms and conditions, pursuant to Law or the Licensee's agreements with its program suppliers.

SECTION 4.9 — CONTINUITY OF SERVICE

(a) It shall be the right of all subscribers, in any area of the City when and where Licensee is providing service pursuant to the Renewal License, to receive service as long as their financial and other obligations to Licensee are honored. Licensee shall ensure that all Subscribers receive continuous, uninterrupted service, except for necessary or unforeseen service interruptions.

(b) Licensee may disconnect service to a Subscriber if, after providing notice of signal leakage, Subscriber does not permit Licensee to enter property and correct a signal leakage problem, in conformance with FCC technical specifications.

(c) Nothing in the License shall be construed to restrict Licensee from detecting and preventing unauthorized reception or interception of any service offered by Licensee through its Cable System; provided further that Licensee may decline to provide service to any person or entity who, whether by action, word or deed, refuses to cease and desist from the unauthorized reception or interception of Licensee's service.

ARTICLE 5

SERVICES AND PROGRAMMING

SECTION 5.1 — BASIC SERVICE

The Licensee shall provide a Basic Service, which shall include at least: (1) all broadcast television Signals in the Chicopee, Massachusetts area, which are required to be carried by a cable television system serving the City pursuant to State or federal law, and the two (2) Downstream Channels for public, educational and governmental access use pursuant to section 6.2 supra.

SECTION 5.2 — PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of programming currently carried on the cable system. Pursuant to federal law, all programming decisions are at the sole discretion of the Licensee, and such programming may be modified or subject to change from time to time at Company's sole direction in accordance with applicable law.

(b) The Licensee shall, where possible, provide the Issuing Authority and all Subscribers with notice of its intent to change the Chicopee programming line-up at least thirty (30) days before any such change is to take place.

SECTION 5.3 — LEASED CHANNELS FOR COMMERCIAL USE

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

SECTION 5.4 — VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow

VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR or DVD player, except in instances where there exists two (2) or more Scrambled Signals. Said A/B switch shall be available to all Subscribers no later than System Completion. Licensee shall make available to all Subscribers in writing different options available to VCR/DVD owners for installing VCRs or DVD players to be compatible with the Cable System.

(b) In accordance with 207 CMR 10.02, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

(c) The Licensee reserves all rights to scramble or otherwise encode, in any manner or form, any signal, in the Licensee's sole judgment to secure the Licensee's service and protect against unauthorized reception of its signals or service.

SECTION 5.5 — FREE DROPS & BASIC SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Licensee shall continue to provide and maintain one (1) free, activated Subscriber Cable Drop, Outlet and the monthly Basic Service and expanded service to all police and fire stations, public schools, public libraries and other public buildings designated in writing by the Issuing Authority. The Licensee shall coordinate the precise location of each Drop with each of the aforementioned institutions. There shall be no out-of-pocket costs to the City or any designated institution for the installation and provision of Basic Service and related maintenance.

(b) The Issuing Authority may request Drops and/or Outlets to additional public buildings. The Licensee shall install such Drop(s) and/or Outlet(s) within sixty (60) days of any such request(s) from the Issuing Authority for aerial Drops and within one hundred twenty (120) days of any such requests from the Issuing Authority for underground Drops, weather permitting, with no out-of-pocket costs to the City; provided, however, that in the event that the Licensee does not have to do any such aerial and/or underground work, the Licensee shall install any such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority; and provided further that those Outlets and Drops

involve standard installations as defined in Section 3.1 herein and not involve contact with any materials containing asbestos or drilling of concrete, cement, brick or similar substance.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings and/or institutions entitled to such a Drop or Outlet, prior to any such installation.

ARTICLE 6
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT FOR CABLE RELATED NEEDS

SECTION 6.1 — PEG ACCESS FACILITIES

(a) The City and/or its designee shall be responsible for operation and management of Public Access during the Term of this Renewal License. The City and/or its designee shall provide the following services to Chicopee Public Access Users:

- (1) Operate and maintain a Public Access studio, for Chicopee Users only, for the entire term of this Renewal License;
- (2) Schedule, operate and maintain the Public Access Channel(s) provided in accordance with the provisions herein;
- (3) Manage the annual Public Access funding, pursuant to the provisions herein;
- (4) Plan for, and oversee the development and purchase of Public Access equipment, with the funds allocated for such purposes herein;
- (5) Provide technical assistance and operational advice to Public Access Users;
- (6) Establish rules, procedures and guidelines for use of the Public Access Channel(s); and
- (7) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public Access studio, Public Access Channel(s), facilities and equipment as appropriate and necessary.

(b) No later than one hundred eighty (180) days from the Effective Date of this Renewal License, the Licensee shall transfer its Public Access equipment at its Chicopee Public Access studio to the City.

(c) The City and/or its designee has sole responsibility to maintain, repair, or, if impossible to repair, replace the Public Access equipment as necessary to ensure that Public Access Users in the City have access to reliable and effective equipment.

(d) The City and/or its designee shall develop rules and procedures for the use of the Public Access equipment and facilities, a copy of which shall be provided to the Licensee. In the event that such rules and procedures are modified, the City shall provide a copy of such modified rules and procedures with the Licensee in a timely manner.

(e) The Issuing Authority or his designee shall manage the Governmental Access Channel(s) for non-commercial governmental use and shall provide Governmental Access programming for Chicopee Subscribers.

(f) The Chicopee Public Schools Telecommunications Department or other designee of the City shall manage the Educational Access Channel for non-commercial, educational use and shall provide Educational Access programming for Chicopee Subscribers.

SECTION 6.2 — PEG ACCESS CHANNELS

(a) Upon the Effective Date of this Renewal License, the Licensee shall make available a total of two (2) channels dedicated solely for PEG Access purposes, which shall be used to transmit non-commercial PEG programming to Subscribers, at no cost to the City. Said Access Channels will be included in the Licensee's Basic Service.

(b) Within 180 days of the Effective Date of this Renewal License, the Licensee shall control programming on two (2) of the four (4) channels that were available for PEG access during the prior License terms and extensions thereof with the understanding that Licensee may program said channels for non-PEG Access purposes.

(c) On the Effective date, the PEG Access channel locations shall be at Channels 5 and 63. The Licensee shall make reasonable efforts to maintain the channel locations of the PEG Access Channels referenced in this Section 6.2(a). The Licensee shall not move or otherwise relocate the channel locations of the two (2) PEG Access Channels, established in paragraph (a) above, without prior advance, written notice to the Issuing Authority.

SECTION 6.3 — SUPPORT FOR CABLE RELATED EQUIPMENT AND FACILITIES

(a) Upon the request of the Issuing Authority, the Licensee shall provide up to a total of One Million Dollars (\$1,000,000) as a capital grant for the City's cable and telecommunications related equipment and facilities funding as determined in the Issuing Authority's sole discretion and judgment, in the installment amounts and schedule as set forth in Exhibit I or as agreed upon by both parties:

(b) Subject to this schedule set forth in Exhibit I, the Licensee and the Issuing Authority may decide to have the Licensee purchase equipment for PEG access or provide in-kind services, all of which would be credited against the capital grant sums outlined in this Section.

(c) In accordance with applicable laws and regulations, there shall be no charges and/or costs of any kind to the Issuing Authority, his or her designee(s), the City, and/or the Chicopee School Department in connection with said capital grants in Sections 6.3(a) hereof. The cost of said grants shall be passed through to subscribers as permitted under applicable law.

(d) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the City from the date due at the rate of five percent (5%) above the Prime Rate.

(e) In the event that the Issuing Authority's current Telecommunications Center is relocated during the term of the current license, Charter will install fiber to the new location at no charge to the Issuing Authority, up to a cost of time and materials of \$50,000.

SECTION 6.4 — ANNUAL FRANCHISE FEE PAYMENTS

(a) The Licensee shall make an annual franchise fee payment to an account designated by the Issuing Authority in the amount listed in Exhibit II attached hereto for the City's use in any manner consistent with applicable law such as to defray the cost of cable-related expenses, including the operating costs of I-Net video and data processing equipment and other associated costs. In year 1 of the renewed license term, Charter will provide a franchise fee in the amount of up to \$200,000 upon request of the Issuing Authority. For each additional year of the term, the franchise fee will increase by the amount of two percent (2%) from the previous year's amount. In the event that Charter's gross annual revenues increase by more than ten percent (10%) in a given calendar year, the Issuing Authority,

in its discretion, may request that the annual franchise fee for the succeeding year be increased by an amount of such percentage increase, in lieu of the two percent (2%), for that year only; provided, however, that in no case will any such payments under this renewal license exceed five percent (5%) or any other legal limits pursuant to Section 7.1(c).

(b) The first annual franchise fee payment shall be paid to the Issuing Authority, upon request, but in no case prior to one hundred twenty (120) days following the Effective Date of this Renewal License, and on the same date every year thereafter for the term of this Renewal License. However, if a partial or no request is made by the anniversary date, the Issuing Authority may request any funds up to the yearly maximum at any time during year but in no event later than ninety days prior to said anniversary date. The cost of this franchise fee payment shall be an External Cost and shall be charged to subscribers in the City in accordance with applicable laws, except as provided in paragraph (c) below.

(c) In the event any or all of the franchise fee payments to the Issuing Authority in this Section are used, in the Issuing Authority's sole discretion, to purchase bandwidth services or equipment from Charter or its affiliates to meet municipal data service or other such needs as determined by the Issuing Authority, Charter agrees not to include such amounts paid to Charter in the line items "passed through" to Chicopee subscribers in rates and itemized on subscriber bills. In such event, the parties hereto contemplate that the City will render payment to Charter for such services or equipment from the franchise fee payment made to the Issuing Authority pursuant to subsection (a) above.

SECTION 6.5 — EQUIPMENT OWNERSHIP AND MAINTENANCE

The City shall own and maintain all equipment purchased with the equipment and facilities support funding pursuant to Sections 6.3 and 6.4 herein. The City shall own and maintain the Public Access equipment pursuant to Section 6.1(b).

SECTION 6.6 — ACCESS CHANNEL (S) MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels; provided, however, that the Licensee is not responsible for the technical quality of PEG Access Programming. Upon request, the Licensee shall make available a copy of its most recent annual performance tests.

SECTION 6.7 — ACCESS CABLECASTING

(a) In order that the City and the Telecommunications Department can cablecast its respective programming over its Downstream Channels, the public, educational and governmental access programming shall be modulated, then transmitted from the City and the Telecommunications Department studio to the Cable System Headend on an Upstream Channel(s) made available, without charge, to the Telecommunications Department. The Licensee shall continue to provide, at its sole cost and expense, three (3) modulators and processors, one of which being a wide-band model for INET, to the City and/or the Telecommunications Department, as directed by the Issuing Authority, to ensure that such programming can be transmitted as required herein. Nothing herein shall prevent the Telecommunications Department from using I-Net upstream capacity, with the approval of the City, provided that such use is solely for non-commercial municipal governmental purposes. The costs associated with these three sets of modulators and processors shall not be passed through to subscribers.

(b) At the Headend, said programming shall be retransmitted in the downstream direction on one of the two (2) downstream public, educational and governmental Access Channels. The City and/or the Telecommunications Department shall have the responsibility of notifying the Licensee which Downstream Access Channel should be used for each program transmitted to the Headend. It shall be the Licensee's sole responsibility to ensure that said programming is properly switched, either manually or electronically, to a Downstream Access Channel, in an efficient and timely manner. The Licensee shall not charge the City and/or the Telecommunications Department for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith should any difficulties arise regarding cablecasting of Access Programming.

SECTION 6.8 — CENSORSHIP

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

ARTICLE 7

LICENSE FEES

SECTION 7.1 — LICENSE FEE PAYMENT

(a) Pursuant to M.G.L. c. 166A, § 9, the Licensee shall pay to the City, throughout the term of this Renewal License, an annual License Fee in the amount of Fifty Cents (\$.50) per Subscriber, per year, or such higher amount as may be permitted by applicable law(s). The License Fees shall be paid annually to the City throughout the term of the Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

(b) In the event that applicable law(s) permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such Gross Annual payments to the City as required by such applicable law(s). The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by the Licensee's Director of Finance documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(26) supra.

(c) In any event, the Licensee shall not be liable for a total financial commitment pursuant to this Renewal License (including but not limited to Sections 6.3, 6.4 and 7.1 hereof) and applicable law in excess of five percent (5%) of its Gross Annual Revenues pursuant to 47 U.S.C. § 542. The Licensee and the Issuing Authority shall endeavor, in good faith, to resolve any such issues should they arise during the term of this License, provided that nothing herein shall be construed to constitute a waiver of any parties' legal rights.

SECTION 7.2 — OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Licensee or any Affiliated Person or party shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the

License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act (47 U.S.C. § 542(h)), it is the understanding of the parties hereto that nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a non-discriminatory tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

SECTION 7.3 — LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at the rate of five percent (5%) above the annual Prime Rate.

SECTION 7.4 — METHOD OF PAYMENT

All payments by the Licensee to the City pursuant to this Renewal License shall be made payable to the City of Chicopee and deposited with the City Treasurer. Notwithstanding the above, all payments under Sections 6.3 and 6.4 shall be paid into a non-general fund account established for such purposes, consistent with this License and applicable law, as designated by the Issuing Authority in its sole discretion.

SECTION 7.5 — DISPUTES

Any dispute between the parties to this Renewal License may be submitted to a court or regulatory agency of competent jurisdiction.

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 — NOTIFICATION OF RATES AND CHARGES

The Licensee shall inform the Issuing Authority, in writing, of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with Law, and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with Law.

SECTION 8.2 — PUBLICATION AND NON-DISCRIMINATION

All rates for residential service shall be published. The Licensee shall not unlawfully discriminate in its rates for residential service; provided, however, that the Licensee may, but is not required to, offer discounts from time to time for promotional purposes, and that discounts may be otherwise available to qualified Subscribers, based on need, as permitted in Section 8.4 herein, or through bulk accounts. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers.

SECTION 8.3 — CREDIT FOR SERVICE INTERRUPTION

Licensee shall grant a pro rata credit or rebate to any Subscriber whose entire Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the service interruption. If an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive

hours, the Licensee shall provide a pro rata credit or rebate for each tier or Premium Service interruption.

SECTION 8.4 — SENIOR AND HANDICAPPED CITIZEN DISCOUNTS

(a) Current Subscribers receiving a Senior Citizen or Handicapped Citizen Discount as of the Execution Date of this Renewal License shall continue, throughout the term of this License, to receive an equivalent discount to that set forth in subsection (b), the following notwithstanding.

(b) For the term of this License only, for those eligible pursuant to the provisions below, the Senior Citizen or Handicapped Citizen Discount shall be ten percent (10%) off of the price of the Basic Service tier of service, and ten percent (10%) off of the Expanded Basic tier of service, and shall not apply to any other channels, packages or tiers.

(c) To be eligible, a resident must meet the following criteria: sixty-five (65) years of age or older and head of household receiving one of the following: (i) Supplemental Security Income (SSI); (ii) Medicaid; (iii) Massachusetts fuel assistance; (iv) Veterans' Services Benefits; (v) the City's income-based senior citizen real estate tax abatement, if any, pursuant to applicable law; or (vi) any other suitable criteria that the Licensee and the Issuing Authority mutually agree upon.

(d) To establish eligibility, a resident shall bring or mail a photocopy of a valid driver's license, birth certificate or other document definitively establishing age, plus a photocopy of documentation definitively establishing receipt by the resident at time of application for this discount of any one of the programs listed in (i)-(v) of Section 8.4(c). A resident need establish eligibility for this discount only once to continue receiving it so long as they remain a subscriber.

ARTICLE 9

INSURANCE AND BONDS

SECTION 9.1 — INSURANCE

The Licensee shall carry insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts indemnifying the Licensee, the City, its officers or employees from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, or maintenance of its Cable System, excluding those arising out of or in connection with any act or negligence of the City, its officers, servants, employees or agents. The amount of such insurance against liability for damage to property shall be no less than one million dollars (\$1,000,000.00) as to any one accident. The amount of such insurance for liability for injury or death to persons shall be not less than one million dollars (\$1,000,000.00) because of injury to or death of any one person and two million dollars (\$2,000,000.00) because of injury to or death of any number of persons in any one accident.

SECTION 9.2 — PERFORMANCE BOND

The Licensee shall submit and maintain throughout the License a bond with corporate surety satisfactory to the Issuing Authority in the amount of fifty thousand dollars (\$50,000.00) conditioned on the following terms:

(1) The satisfactory operation of the Cable System in accordance with the provisions of M.G.L.c. 166A §§ 5(a), (m) & (n) and this License.

(2) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A § 5(g) and as approved by the Issuing Authority and Superintendent of Streets of the City;

(3) The slighty preservation of trees and the vegetation in accordance with M.G.L.c. 166A § 5(g) and as approved by the Issuing Authority and Tree Warden;

(4) The indemnification of the City in accordance with M.G.L.c. 166A § 5(b);

(5) The satisfactory removal of the cable system in accordance with M.G.L.c. 166A § 5(f) and within six (6) months from the date of lawful notice from the Issuing Authority to so remove the cable system.

SECTION 9.3 — INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the City, its officials, boards, Divisions, commissions, agents and/or employees (collectively referred to as “Indemnitees”) against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, upgrade, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the construction, upgrade, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees. The City shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought. Nothing herein shall require the Licensee to indemnify and hold harmless any or all of the Indemnitees from any such claims that arise from a) the contributory negligence of any Indemnitee, b) conduct of any Indemnitee that for which a criminal complaint or charge is filed, or c) from any conduct of any Indemnitee found to constitute gross negligence.

ARTICLE 10

ADMINISTRATION AND REGULATION

SECTION 10.1 — REGULATORY AUTHORITY

The Issuing Authority and/or the Advisory Committee may monitor and enforce the Licensee's compliance with the terms and conditions of the Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of alleged breach pursuant to Section 11.1 infra.

SECTION 10.2 — NON-DISCRIMINATION

The Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of Law or regulations, relating to nondiscrimination through the term of the Renewal License.

SECTION 10.3 — REMOVAL OR RELOCATION

The Issuing Authority has the power at any time to order and require the Licensee to remove or relocate, for the purpose of preventing dangerous situations, any pole, wire, cable or other structure owned by the Licensee. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill therefore.

SECTION 10.4 — INSPECTION

The Issuing Authority or its designee shall have the right to inspect the plant, equipment or other property of the Licensee within the City upon reasonable notice. The Licensee shall fully cooperate in such inspections.

SECTION 10.5 — PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may, but is not required to, hold a performance evaluation hearing within thirty (30) days of each anniversary of the Effective Date. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, (ii) review current technological developments in the cable television field, and (iii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the installation, operation and/or maintenance of the Cable Television System and subscriber privacy protections. During review and evaluation by the Issuing Authority, the Licensee shall cooperate with the Issuing Authority and/or his designee, and produce documents or other non-proprietary materials as are reasonably requested from the City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority may issue a written report and, if so, shall send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If inadequacies are found in said written report that result in a material violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 *infra*.

(d) The Licensee shall notify the City and request that the City cablecast notice to Licensee's subscribers of all such performance evaluation hearings by announcements on at least one (1) channel

between the hours of seven (7) p.m. and nine (9) p.m., for five (5) consecutive days preceding each such hearing.

ARTICLE 11
DETERMINATION OF BREACH
LICENSE REVOCATION

SECTION 11.1 — DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any material provision of the Renewal License, except as excused by *force majeure*, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions of which the Issuing Authority believes Licensee to be in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) Cure any such default within thirty (30) days of notice thereof, or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured.

In the event that the Licensee fails to respond to such notice of default, to cure the default or to take reasonable steps to cure the default, the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after a determination has been made by the Issuing Authority that Licensee has not appropriately responded, cured, nor taken appropriate measures to attempt to cure the default, and written notice, by certified mail, of such has been delivered to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. If the Issuing Authority determines after public hearing that a continuing state of default exists, and that its cure is unlikely or untimely, Issuing Authority may determine to pursue any of the remedies available to it under law.

SECTION 11.2 — REVOCATION OF THE RENEWAL LICENSE

In the event that the License fails to comply with any material provision of the Renewal License in any material fashion, the Issuing Authority may revoke the Renewal License granted, subject to the procedures of Law and the Renewal License and M.G.L.c 166A § 11, as it exists on the date hereof.

SECTION 11.3 — TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; (ii) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above, or (iii) the expiration of the term of the Renewal License. In the event of any termination, the City shall have all of the rights provided in the Renewal License.

SECTION 11.4 — NOTICE TO PARTIES OF LEGAL ACTION

In the event that either party hereto intends to take legal action of any kind against the other party for any reason, the moving party shall first (i) give the other party at least sixty (60) days' notice that an action will be filed as provided in Section 15.8 hereof; (ii) meet with the other party before it files any such action; and (iii) negotiate in good faith the issue which is the subject of any threatened legal action.

SECTION 11.5 — LICENSEE'S RIGHT OF APPEAL

Nothing herein shall be deemed to limit the right of the Licensee to appeal any decision of the Issuing Authority to any court or governmental agency having jurisdiction thereof.

SECTION 11.6 — LIQUIDATED DAMAGES FOR QUALIFYING OUTAGES

In the event that a qualifying outage occurs, as defined below, Licensee shall have the following obligations:

(a) The Licensee shall make reasonable, good faith efforts to keep the Issuing Authority apprised of any significant outages of the cable system. In the event that a customer experiences a qualifying outage, the Licensee shall credit the customer's account with \$2.00 as liquidated damages for the month in which the qualifying outage occurred.

(b) For purposes of subsection (a), a qualifying outage must involve a total loss of CATV service on all channels and must also meet all of the following criteria: (i) must be for twenty-four (24) or more hours in duration; (ii) must not be the result of loss of commercial electric power to the CATV system; (iii) must not be the result of loss of commercial electric power to the customer's premises or location of service; (iv) must not be caused by the customer; (v) must not be the result of the failure of plant or equipment associated with an extension of plant first energized during the preceding twelve (12) month period; and (vi) must not otherwise be caused by force majeure, as defined by Section 15.4 of this Renewal License.

(c) The credits specified in subsections (a) and (b) hereof are in addition to any credits owing to the subscriber under Section 8.4 hereof.

ARTICLE 12
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

**SECTION 12.1 — BUSINESS-CUSTOMER SERVICE OFFICE/PAYMENT
CENTER/TELEPHONE ANSWERING SERVICE**

(a) The Licensee shall continue to operate and maintain a customer service office open during normal business hours in the City of Chicopee to receive customer payments, complaints, inquiries and exchange equipment.

(b) The Licensee shall maintain sufficient customer service representatives ("CSRs") at its regional call center to handle all calls from Subscribers twenty-four hours per day, seven days per week.

(c) All after-hours telephone calls regarding outages shall be acted upon promptly, and Licensee shall restore service as reasonably soon as possible under the circumstances.

**SECTION 12.2 — INITIAL INSTALLATION AND SERVICE CALL
PROCEDURES IN WIRED AREAS**

The Licensee shall provide Cable Service to those residents whose homes are passed by the Cable System and who have requested service and have paid a deposit for such service, if required, within seven (7) business days of receipt of the request and deposit for standard aerial installations, provided that such request for service involves a standard installation. In arranging appointments for cable installation work or service calls, the Licensee shall make its reasonable best efforts to specify to the resident, in advance, whether installation or service will occur in the morning or afternoon hours. The Licensee shall make reasonable efforts to install or perform service at times convenient to residents, including times other than 9:00 a.m. to 5:00 p.m. weekdays. Failure to install within fourteen (14) days, or to make a service call as scheduled, without just cause or resident fault, shall require the Licensee to automatically offer a priority cable installation or service call to the affected resident at a time mutually agreeable to the Licensee and such affected resident, but in no case later than three (3) working days following the initial installation or service call date unless mutually agreed to otherwise by the parties.

SECTION 12.3 — SUBSCRIBER SOLICITATION PROCEDURES

The Licensee shall provide all prospective Subscribers with complete, clear and concise written information concerning all services and rates upon solicitation or prior to, or at the time of, installation of cable service. Such sales materials shall clearly and conspicuously disclose the price and other information concerning the Licensee's lowest cost service tier, prices of optional and Premium Services, privacy policies, availability and price of equipment and billing practices. Nothing herein shall be otherwise construed to limit, restrict or prevent Licensee from marketing, promoting or offering any services provided hereunder in accordance with applicable law.

SECTION 12.4 — BILLING PRACTICES INFORMATION AND PROCEDURES

(a) The Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of service, and refund policies, upon solicitation of service and prior to the consummation of any agreement for installation of service.

(b) All billing practices and procedures will be governed by the procedures set forth in 207 CMR § 10.00, et seq., as may be amended from time to time.

SECTION 12.5 — DISCONNECTION AND TERMINATION OF CABLE SERVICES

The account of a Subscriber shall be considered delinquent and therefore subject to disconnection only in accordance with Licensee's payment policy and subject to all applicable laws and regulations. Nothing herein shall prevent the Licensee from assessing a late fee, in accordance with Licensee's billing policies and all state laws and/or regulations.

SECTION 12.6 — RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS/REBATE PROCEDURES

- (a) Licensee shall use its best efforts to respond to all complaint calls or requests for repair service during regular business hours as soon as practicable.
- (b) Licensee shall ensure that there are stand-by personnel on-call at all times after normal business hours.
- (c) Licensee shall respond to System Outages as soon as practicable, twenty-four (24) hours a day.
- (d) Nothing herein shall be construed to require Licensee to violate applicable provisions of federal and Massachusetts laws concerning Subscriber privacy.

SECTION 12.7 — COMPLAINT RESOLUTION PROCEDURES

- (a) In compliance with law, the Licensee shall establish a procedure for resolution of billing disputes and other complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers.
- (b) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes that are both specific and similar, brought by Subscribers arising from the operations of the Licensee, provided said Subscribers have made good faith effort to comply with the procedures specified in Section 12.7(a) above for the resolution of complaints.
- (c) In the event that the Issuing Authority finds a pattern of multiple specific and similar unresolved subscriber complaints, the Issuing Authority may request appropriate and reasonable changes to the Licensee's procedures for the resolution of such complaints.

SECTION 12.8 — CHANGE OF SERVICE

Upon notification by a Subscriber to disconnect or downgrade a Basic, Expanded Basic or Premium Service, the Licensee shall cease and/or adjust said Subscriber's monthly service charges immediately or as of the Subscriber's specified disconnect or downgrade date.

SECTION 12.9 — EMPLOYEE AND AGENT IDENTIFICATION CARDS

All of the Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Licensee.

SECTION 12.10 — F.C.C. CUSTOMER SERVICE

The Licensee shall make all reasonable efforts to comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309.c) under normal operating conditions.

SECTION 12.11 — PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all privacy provisions contained in applicable laws, including, but not limited to, the provisions of 47 U.S.C. § 551.

(b) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable System. The Licensee shall have the right to take reasonable steps to avoid the unauthorized reception, use or interception of any of Licensee's services, including, but not limited to, prohibiting and removing any unauthorized instrument, apparatus, equipment or device, which is designed, adapted, intended, or used to receive, use, intercept or fraudulently obtain any of Licensee's services, in violation of law or any of Licensee's rights under the License or any other agreement or instrument, and nothing herein

shall be construed or is intended to limit, restrict or interfere with Licensee's right to secure its system and to offer services only to duly authorized customers.

ARTICLE 13

REPORTS AND INFORMATION

SECTION 13.1 — GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Issuing Authority and/or his designee(s) any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the City pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License. The Issuing Authority shall generally endeavor in seeking information under this provision to utilize such reports as Licensee regularly submits by law to regulatory agencies.

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

SECTION 13.2 — IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.1 and 12.2 of this Renewal License, the Licensee shall provide, upon request of the Issuing Authority, a summary report of telephone traffic, generated from an in-house automated call accounting or call tracking system, which includes Subscriber calls to the Licensee and is sufficient to determine compliance with this License. The Licensee should not be required to provide any reports pursuant to this Section, more than twice per year, unless the parties hereto mutually agree otherwise.

SECTION 13.3 — SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed hard copy version of Cable Division Form 500 to the Issuing Authority, or his designee(s), as required by the Cable Division. The Licensee shall record all written and verbal Complaints of its Subscribers on said Form 500, to the extent required by the Cable Division.

SECTION 13.4 — INDIVIDUAL COMPLAINT REPORTS

Subject to Section 12.7 supra, the Licensee shall, within ten (10) business days after receiving a written request from the City, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

SECTION 13.5 — ANNUAL PERFORMANCE TESTS

(a) Unless required otherwise by applicable State or federal law and/or regulation, the Licensee shall conduct, on an annual basis, performance tests to ensure compliance with applicable technical specifications. The costs of such tests shall be borne exclusively by the Licensee.

(b) Upon written request, the above tests shall be submitted to the Issuing Authority, or his designee(s).

SECTION 13.6 — QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable

System. The 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 for the same.

(b) Said report shall include the following information:

- (1) the nature of the Complaint or problem, which precipitated the special tests;
- (2) the system component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such Complaint/problem was resolved; and
- (5) any other information pertinent to said tests and analysis, which may be required.

SECTION 13.7 — DUAL FILINGS

(a) If requested, the Licensee shall make available to the City at the Licensee's expense, copies of any petitions or communications with any State or federal agency or Division pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

SECTION 13.8 — ADDITIONAL INFORMATION

At any time during the term of this Renewal License, the Licensee shall not unreasonably deny any reasonable requests of the Issuing Authority for further information, which may be required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

SECTION 14.1 — EMPLOYMENT

Pursuant to applicable law, the Licensee shall be an equal opportunity employer and adhere to all applicable federal, state and/or local laws and regulations regarding employment and employment discrimination, including but not limited to all FCC regulations with respect to equal employment requirements applicable to cable television systems.

ARTICLE 15

MISCELLANEOUS PROVISIONS

SECTION 15.1 — ENTIRE AGREEMENT

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

SECTION 15.2 — SEPARABILITY AND PREEMPTION

Should any conflict arise between the terms herein and applicable Federal or State law, then the applicable law shall control. If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

SECTION 15.3 — WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License: (i) The Licensee is duly organized and validly existing; (ii) Licensee is registered to do business under the laws of the Commonwealth of Massachusetts; (iii) the Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License; and (iv) the Renewal License is enforceable against the Licensee in accordance with the provisions herein.

SECTION 15.4 — FORCE MAJEURE

If by reason of *force majeure* either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, whether legal or illegal; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; labor work actions and unavailability of essential equipment, personnel, services and/or materials beyond the reasonable control of the Licensee; and the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the disabled party.

SECTION 15.5 — REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to Subscribers, at the Licensee's costs for labor and materials, an adequate switching device ("A/B Switch") to allow Subscribers to choose between cable and non-cable television reception.

SECTION 15.6 — STATEMENT OF THE LICENSE

By executing the Renewal License, the Licensee represents that to the best of its knowledge and belief: (i) none of the officers, directors or general partners of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of the Cable Act; and (ii) as of the date of execution hereof, the performance of all terms and conditions in the Renewal License is commercially practicable.

SECTION 15.7 — APPLICABILITY OF RENEWAL LICENSE

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

SECTION 15.8 — NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor and the City Solicitor's Office, Chicopee City Hall, 17 Springfield Street, Chicopee, Massachusetts 02013, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice President and General Manager, Charter Communications, 95 Higgins Street, Worcester, MA 01606, with a copy sent to the Senior Vice President, Northeast Operations, Charter Communications, 11 Commerce Road, Newtown, CT 06470, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Whenever notice of any public meeting relating to the Cable System is required by law, regulation or this Renewal License, the Issuing Authority or his designee shall publish notice of the same, sufficient to identify its time, place and purpose, in a Chicopee area 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. The Issuing Authority or his designee shall also identify hearing(s) by periodic announcement on a community bulletin board channel between the hours of seven (7:00) PM and nine (9:00) PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(c) Subject to subsection (b) above, all required notices shall be in writing.

SIGNATURE PAGE

In Witness Whereof, this Cable Television Renewal License is hereby issued by the Mayor of the City of Chicopee, Massachusetts, as Issuing Authority, for the City of Chicopee and all terms and conditions are hereby agreed to by Charter Communications Entertainment I, LLC.

**ISSUING AUTHORITY FOR
THE CITY OF CHICOPEE**

BY: Richard R. Goyette, Mayor

Dated: _____, 2004

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

BY:

TITLE:

Dated: _____, 2004

EXHIBITS

EXHIBIT 1

ANNUAL GRANT

	Total	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014*
*Annual Grant	\$1,000,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
External monthly cost per customer			\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42

- External cost for 2014 to be recovered in 2015 at \$0.42 per subscriber.

All external costs are estimates based on projected number of basic service customers in Chicopee and are subject to adjustment based on actual number of basic service customers. All such external costs are subject to review and adjustment by the Cable Division of the Massachusetts DTE in accordance with rate regulation rules of the Federal Communications Commission consistent with 47 U.S.C. § 543.

* Payment will be in two installments of \$500,000 and upon the request of the Issuing Authority . The first payment shall be due March 31, 2006 and the second payment March 31, 2008 or as agreed to by both parties.

EXHIBIT 2

FRANCHISE FEE

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014*
Annual Fee	\$200,000	\$204,000	\$208,080	\$212,242	\$216,486	\$220,816	\$225,232	\$229,737	\$234,332	\$239,019
External monthly cost per customer		\$0.88	\$0.90	\$0.91	\$0.92	\$0.94	\$0.95	\$0.97	\$0.98	\$0.99

Fee above based on 2% increase per annum. Actual amounts may differ in accordance with license provision

- External cost for 2014 to be recovered in 2015 at \$1.02.

All external costs are estimates based on projected number of basic service customers in Chicopee and are subject to adjustment based on actual number of basic service customers. All such external costs are subject to review and adjustment by the Cable Division of the Massachusetts DTE in accordance with rate regulation rules of the Federal Communications Commission consistent with 47 U.S.C. § 543.