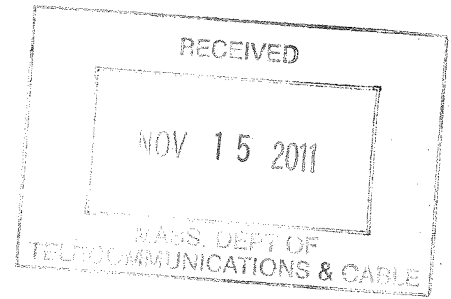


-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

**CABLE TELEVISION
RENEWAL LICENSE**



GRANTED TO

**COMCAST
OF MASSACHUSETTS, INC.**

THE BOARD OF SELECTMEN

TOWN OF FALMOUTH,

MASSACHUSETTS

OCTOBER 31, 2011

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS

Section 1.1	Definitions	2
-------------	-------------	---

ARTICLE 2 GRANT OF RENEWAL LICENSE

Section 2.1	Grant of Renewal License	7
Section 2.2	Term of Renewal License	7
Section 2.3	Non-Exclusivity of Renewal License	8
Section 2.4	Police and Regulatory Powers	8
Section 2.5	Removal or Abandonment	9
Section 2.6	Transfer of Renewal License	9
Section 2.7	Effect of Unauthorized Transfer Action	10

ARTICLE 3 SYSTEM DESIGN

Section 3.1	Subscriber Network	11
Section 3.2	Emergency Alert System	11
Section 3.3	Parental Control Capability	11

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

**ARTICLE 4
MAINTENANCE AND OPERATION**

Section 4.1	Service Available to all Residents	12
Section 4.2	Location of Cable Television System	12
Section 4.3	Underground Facilities	12
Section 4.4	Tree Trimming	13
Section 4.5	Restoration to Prior Condition	13
Section 4.6	Temporary Relocation	13
Section 4.7	Disconnection and Relocation	14
Section 4.8	Safety Standards	14
Section 4.9	Pedestals	14
Section 4.10	Private Property	14
Section 4.11	Right to Inspection of Construction	15
Section 4.12	Cable System Maps	15
Section 4.13	Commercial Establishments	15
Section 4.14	"Dig Safe"	15
Section 4.15	Service Interruption	15
Section 4.16	Service Outage Notification	15

**ARTICLE 5
SERVICES AND PROGRAMMING**

Section 5.1	Basic Service	16
Section 5.2	Programming	16
Section 5.3	Leased Channels for Commercial Use	16
Section 5.4	VCR/DVR/DVD Cable Compatibility	16

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

Section 5.5	Continuity of Service	17
Section 5.6	Drops and Monthly Service to Public Buildings and Schools	17

**ARTICLE 6
PUBLIC, EDUCATIONAL AND GOVERNMENTAL
ACCESS FACILITIES AND SUPPORT**

Section 6.1	Public, Educational and Governmental Access	18
Section 6.2	PEG Access Corporation	18
Section 6.3	PEG Access Channels	18
Section 6.4	PEG Access Equipment/ Facilities Funding	19
Section 6.5	Censorship	20
Section 6.6	Equipment Ownership	20
Section 6.7	Access Corporation Annual Report	20
Section 6.8	PEG Access Cablecasting	20

**ARTICLE 7
LICENSE FEES**

Section 7.1	License Fees Payments	22
Section 7.2	PEG Access/Cable-Related Funding	22
Section 7.3	Other Payment Obligations And Exclusions	23
Section 7.4	Late Payment	24
Section 7.5	Recomputation	24

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

Section 7.6	Affiliates Use of System	25
Section 7.7	Method of Payment	25

**ARTICLE 8
RATES AND CHARGES**

Section 8.1	Rate Regulation	26
Section 8.2	Notification of Rates and Charges	26
Section 8.3	Publication and Non-Discrimination	26
Section 8.4	Credit for Service Interruption	26

**ARTICLE 9
INSURANCE AND BONDS**

Section 9.1	Insurance	27
Section 9.2	Performance Bond	27
Section 9.3	Reporting	28
Section 9.4	Indemnification	28
Section 9.5	Notice of Cancellation or Reduction of Coverage	29

**ARTICLE 10
ADMINISTRATION AND REGULATION**

Section 10.1	Regulatory Authority	30
Section 10.2	Performance Evaluation Hearings	30
Section 10.3	Nondiscrimination	31
Section 10.4	Emergency Removal of Plant	31

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

Section 10.5	Removal and Relocation	31
Section 10.6	Jurisdiction	31

ARTICLE 11
DETERMINATION OF BREACH-LICENSE REVOCATION
LIQUIDATED DAMAGES

Section 11.1	Determination of Breach	32
Section 11.2	Liquidated Damages	33
Section 11.3	Revocation of Renewal License	34
Section 11.4	Termination	34
Section 11.5	Notice to Town of Legal Action	34
Section 11.6	Non-Exclusivity of Remedy	34
Section 11.7	No Waiver-Cumulative Remedies	35

ARTICLE 12
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1	Falmouth Customer Service Office	36
Section 12.2	Telephone Access	36
Section 12.3	Customer Service Call Center	36
Section 12.4	Installation Visits- Service Calls-Response Time	37
Section 12.5	FCC Customer Service Obligations	37
Section 12.6	Business Practice Standards	38
Section 12.7	Complaint Resolution Procedures	38

Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

Section 12.8	Remote Control Devices	39
Section 12.9	Loss of Service/Signal Quality	39
Section 12.10	Employee Identification Cards	40
Section 12.11	Protection of Subscriber Privacy	40
Section 12.12	Privacy Written Notice	40
Section 12.13	Monitoring	40
Section 12.14	Distribution of Subscriber Information	41
Section 12.15	Information With Respect To Viewing Habits and Subscription Decisions	41
Section 12.16	Subscriber's Right to Inspect and Verify Information	42
Section 12.17	Privacy Standards Review	42

ARTICLE 13
REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1	General	43
Section 13.2	Financial Reports	43
Section 13.3	Cable System Information	43
Section 13.4	In-House Telephone Reports	43
Section 13.5	Subscriber Complaint Report	44
Section 13.6	Individual Complaint Reports	44
Section 13.7	Annual Performance Tests	44
Section 13.8	Quality of Service	44
Section 13.9	Dual Filings	44
Section 13.10	Additional Information	45

Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

Section 13.11	Investigation	45
---------------	---------------	----

**ARTICLE 14
EMPLOYMENT**

Section 14.1	Equal Employment Opportunity	46
Section 14.2	Non-Discrimination	46

**ARTICLE 15
MISCELLANEOUS PROVISIONS**

Section 15.1	Entire Agreement	47
Section 15.2	Captions	47
Section 15.3	Separability	47
Section 15.4	Acts or Omissions of Affiliates	47
Section 15.5	Renewal License Exhibits	47
Section 15.6	Warranties	47
Section 15.7	Force Majeure	48
Section 15.8	Removal of Antennas	48
Section 15.9	Subscriber Television Sets	49
Section 15.10	Applicability of Renewal License	49
Section 15.11	Notices	49
Section 15.12	No Recourse against the Issuing Authority	50
Section 15.13	Town's Right of Intervention	50
Section 15.14	Term	50

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

EXHIBITS

FCC Technical Specifications	Exhibit 1
Programming	Exhibit 2
Free Drops and Monthly Service to Public Buildings and Schools	Exhibit 3
PEG Access Origination Locations	Exhibit 4
Gross Annual Revenues Reporting Form	Exhibit 5
207 CMR 10.00	Exhibit 6
FCC Customer Service Obligations	Exhibit 7
Cable Division Form 500	Exhibit 8

A G R E E M E N T

This Cable Television Renewal License entered into this 31st day of October, 2011, by and between the Board of Selectmen of the Town of Falmouth, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts I, Inc., ("Comcast"), a Massachusetts corporation.

WITNESSETH

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

WHEREAS, the Town of Falmouth participated in the cable television renewal process with a number of other Cape Cod communities, referred to herein as the Cape Cod Cable Television Consortium (the "Renewal Consortium"); and

WHEREAS, the Issuing Authority conducted public hearing(s), pursuant to Section 626 of the Cable Act, on March 3, 2008, June 16, 2008, and December 1, 2008 to (1) ascertain the future cable related community needs and interests of Falmouth, and (2) review the performance of Comcast during its current license term; and

WHEREAS, the Issuing Authority released its Cable Television License Renewal Ascertainment Report (the "Ascertainment Report") on March 16, 2009; and

WHEREAS, the Issuing Authority sent its Request-for-a-Renewal-Proposal ("RFP") to Comcast on March 17, 2009, for response by Comcast; and

WHEREAS, Comcast submitted a license renewal proposal to the Town of Falmouth, dated May 8, 2009, for a renewal license to operate and maintain a Cable Television System in the Town of Falmouth; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions regarding the Cable Television System in Falmouth.

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 and abbreviations 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 Falmouth resident and/or any Persons affiliated with a Falmouth institution to use designated Public Education and Government ("PEG") facilities, equipment and/or PEG Access channels on the Cable Television System, subject to the conditions and procedures established for such use herein and 47 U.S.C. 531, where applicable.
- (2) Access Channel: A video channel which the Licensee owns and shall make available to the Town of Falmouth and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations.
- (3) Access Corporation: Falmouth Community Television, Inc., or its successor as may be designated from time to time by the Issuing Authority, for the purpose of operating and managing the use of PEG Access funding, PEG Access Channel capacity, facilities, training and programming for Falmouth Subscribers.
- (4) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.
- (5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.
- (6) CMR: The acronym for Code of Massachusetts Regulations.
- (7) 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, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
- (8) Cable Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.
- (9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

(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, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

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

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

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

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

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

(20) Effective Date of the Renewal License (the "Effective Date"): October 31, 2011.

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

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

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

(23) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales;; and advertising revenues. In the event that an Affiliate and/or any other Person 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 or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; 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.

(24) 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.

(25) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of Signal processing.

(26) Issuing Authority: The Board of Selectmen of the Town of Falmouth, Massachusetts.

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

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

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

- (29) Licensee: Comcast of Massachusetts I, Inc. ("Comcast") or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (30) 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.
- (31) Origination Capability: An activated cable and connection to an Upstream Channel which allows a User(s) to transmit a Signal(s) upstream to a designated location.
- (32) Outlet: An interior receptacle generally mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned subscriber equipment to the Cable System.
- (33) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or group-of-channels basis.
- (34) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (35) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (36) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (37) PEG Access Channels: Any Licensee-owned channel(s) made available for the presentation of PEG Access Programming.
- (38) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (39) Prime Rate: The prime rate of interest at the Federal Reserve Bank.
- (40) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Falmouth residents and/or organizations wishing to present non-commercial Programming and/or information to the public.
- (41) 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.

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

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

(43) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter issued by the Licensee.

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

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

(46) State: The Commonwealth of Massachusetts.

(47) Subscriber: Any Person, firm, corporation or other entity who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

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

(49) Town: The Town of Falmouth, Massachusetts.

(50) Town Counsel: The Town Counsel of the Town of Falmouth, Massachusetts.

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

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

(53) 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.

(54) VCR: The acronym for video cassette recorder.

(55) 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

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

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

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Falmouth 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 Cable Services and Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Falmouth. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger 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 Streets.

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

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on October 31, 2011 and shall expire at midnight on October 30, 2021, unless sooner terminated as provided herein.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

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

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

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

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

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), 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 applicable State and Town laws, by-laws of general applicability and not specific to this Renewal License, the Cable System or the Licensee, rules and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways or Streets 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.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) 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 or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

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

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

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

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, 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. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. After 120 days, the application shall be deemed approved.

(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 the 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, unless such transfer is otherwise allowable pursuant to applicable law.

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

ARTICLE 3

SYSTEM DESIGN

-Town of Falmouth Cable Television Renewal License-
October 31, 2011-October 30, 2021

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town its existing 750 MHz Subscriber Network.

(b) The Licensee shall transmit all of its Signals to Falmouth Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications contained in **Exhibit 1** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 3.2---EMERGENCY ALERT SYSTEM

(a) The Subscriber Network described in Section 3.1 herein shall comply with the FCC's Emergency Alert System ("EAS") regulations.

(b) The Licensee shall provide the Town with Emergency Alert Service capacity from the Town of Falmouth's Emergency Operations Center ("EOC") located at the Falmouth Fire Headquarters.

Section 3.3---PARENTAL CONTROL CAPABILITY

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

ARTICLE 4

MAINTENANCE AND OPERATION