

CABLE TELEVISION RENEWAL LICENSE

GRANTED TO CHARTER COMMUNICATIONS

**BOARD OF SELECTMEN
TOWN OF GROTON,
MASSACHUSETTS**

TABLE OF CONTENTS

ARTICLE	PAGE
1. DEFINITIONS	4
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS.....	8
3. PROVISION OF CABLE SERVICE.....	9
4. SYSTEM FACILITIES	10
5. CONTRUCTION AND TECHNICAL STANDARDS.....	10
6. CONDITIONS OF STREET OCCUPANCY	11
7. PEG SERVICES AND SUPPORT.....	13
8. LICENSE FEES.....	15
9. CUSTOMER SERVICE.....	15
10. REPORTS AND RECORDS	16
11. INSURANCE AND INDEMNIFICATION.....	16
12. TRANSFER OF LICENSE	18
13. RENEWAL OF LICENSE	18
14. ENFORCEMENT AND TERMINATION OF LICENSE.....	19
15. MISCELLANEOUS PROVISIONS	21

EXHIBITS

EXHIBIT A - SERVICE AREA MAP

EXHIBIT B - MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

EXHIBIT C - CUSTOMER SERVICE STANDARDS

EXHIBIT D - PERFORMANCE BOND

THIS CABLE LICENSE AGREEMENT (this "License" or "Agreement") is entered into by and between the Board of Selectmen of the Town of Groton, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law, and Charter Communications Entertainment I, LLC and, Inc., a corporation duly organized under the applicable laws of the State of Delaware (the "Licensee").

WHEREAS, the Issuing Authority wishes to grant Licensee a nonexclusive Renewal License to construct, install, maintain, extend and operate a cable communications system in the Town as designated in this License;

WHEREAS, the Issuing Authority is a "franchising authority" in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, Licensee submitted an application dated May 12, 2010, on Cable Division Form 100 for a license to operate and maintain a Cable System in the Town;

WHEREAS, the Issuing Authority granted the current Renewal License to the Licensee on October 1, 2002;

WHEREAS, pursuant to 207 CMR 3.03(4), the Issuing Authority held a public hearing to assess the qualifications of Licensee, and has found Licensee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the Issuing Authority finds that the Licensee has substantially complied with the material terms of the current Renewal License;

WHEREAS, the Issuing Authority has determined that, in accordance with the provisions of the Massachusetts Cable Law, the grant of a nonexclusive License to Licensee is consistent with the public interest; and

WHEREAS, the Issuing Authority and Licensee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the Issuing Authority's grant of a Renewal License to Licensee, Licensee's promise to continue to provide Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel, which Licensee shall make available to the Town without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Town or its designee.

1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3 *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this License.

1.4 *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5 *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6 *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), meaning Licensee's 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.

1.7 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8 *CMR*: The Code of Massachusetts Regulations.

1.9 *Communications Act*: The Communications Act of 1934, as amended, which includes the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and by the Telecommunications Act of 1996.

1.10 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Licensee's affairs.

1.11 *Educational Access Channel*: An Access Channel available for the use of the local public schools in the Town.

1.12 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13 *Force Majeure*: An event or events reasonably beyond the ability of Licensee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes,

labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's Cable System is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14 *Government Access Channel*: An Access Channel available for use of the Issuing Authority.

1.15 *Gross Revenues*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees collected from Subscribers for Cable Services (including, but not limited to, basic and premium Cable Services and pay-per-view Cable Service); installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; leased access programming revenues; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town; and all fees imposed on the Licensee by this Renewal License and applicable law that are passed through and paid to the Licensee by Subscribers. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to cable franchise and/or license fees to be paid to the Issuing Authority. Provided, however, that Gross Revenues shall not include:

1.15.1 Revenues received by any Affiliate of Licensee, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Service in the Town;

1.15.2 Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenues during the period collected;

1.15.3 Refunds, rebates or discounts made to Subscribers or other third parties;

1.15.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services and Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.15.5 Any revenues which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that any portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise (i.e., home shopping channels) shall be included in Gross Revenues;

1.15.6 Revenues from the sale of Cable Services on the Cable System to a reseller,

when the reseller is required to pay cable license fees to the Town on the resale of such Cable Services;

1.15.7 Any tax of general applicability imposed by a Town, State, federal or any other governmental entity and required to be collected by Licensee and remitted to the taxing entity (including, but not limited to, sales/use taxes and non-cable license fees);

1.15.8 Any revenues foregone as a result of the Licensee's provision of free or reduced cable or other communications services to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenues;

1.15.9 Revenues from the sales of capital assets or sales of surplus equipment (provided that this exclusion shall not include revenues from the sale to Subscribers of Subscriber equipment used for the provision of Cable Service over the Cable System);

1.15.10 Program launch fees; and

1.15.11 Any fees or charges collected from Subscribers or other third parties for the PEG Grant.

1.16 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

1.17 *Internet Access Service*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.18 *Issuing Authority*: The Board of Selectmen of the Town of Groton.

1.19 *License Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in M.G.L. c. 166A, Section 9.

1.20 *Licensee*: Charter Communications Entertainment I, LLC, and its lawful and permitted successors, assigns and transferees.

1.21 *Massachusetts Cable Law*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.22 *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Town including, but not limited to, Information Services and Telecommunications Services.

1.23 *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 night per week and/or some weekend hours.

1.24 *Normal Operating Conditions*: Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are within the control of the

Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. *See* 47 C.F.R. § 76.309(c)(4)(H).

1.25 *PEG*: Public, educational, and governmental.

1.26 *PEG Channel*: Shall have the meaning set forth in Section 5.1.1 of this Agreement.

1.27 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.28 *Prime Rate*: The prime rate of interest as published in the Wall Street Journal.

1.29 *Public Access Channel*: An Access Channel available for the use by the residents in the Town.

1.30 *Public Rights-of-Way*. The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.31 *Service Area*: All portions of the Town where Cable Service is being offered, being the entire Town of Groton.

1.32 *Service Interruption*: The loss of picture or sound on one or more cable Channels.

1.33 *State*: The Commonwealth of Massachusetts.

1.34 *Subscriber*: A Person who lawfully receives Cable Service of the Cable System with Licensee's express permission.

1.35 *Town*: The Town of Groton.

1.36 *Transfer of the License*:

1.36.1 Any transaction in which:

1.36.2 an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.36.3 the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons.

1.36.4 However, notwithstanding Sections 1.42.1.1 and 1.42.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action

which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to M.G.L. c. 166 A, Section 7, and 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et seq.).

1.37 *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

2. GRANT OF AUTHORITY: LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System along the Public Rights-of-Way within the Town, in order to provide Cable Service. Notwithstanding any provision of this License, unless otherwise permitted by federal or State law, the Licensee may not provide Cable Service over the Public Rights-of-Way in the Town other than pursuant to the terms of this License (and any amendments and renewals thereto). However, nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2 *Term*: This License shall become effective on the date on which both parties have signed this License (the "Effective Date"). The term of this License shall be ten (10) years from the Effective Date unless this License is earlier revoked or terminated as provided herein, or surrendered. If, subsequent to the Effective Date, there is a change in federal law or State law that eliminates the authority of local governments to require and grant cable television franchises for the provision of Cable Service, then to the extent permitted by law this License shall survive such legislation and remain in effect for the term of this License.

2.3 *Grant Not Exclusive*: This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights shall not be in conflict with the authority as granted by this License. Disputes between the Licensee and other parties regarding use of Public Rights-of-Way shall be resolved in accordance with applicable law.

2.4 *License Subject to Federal and State Law*: Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions of federal and State law as they may be amended, including but not limited to Title VI and the Massachusetts Cable Law

2.5 *No Waiver*:

2.5.1 The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.5.2 The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.6 *Construction of Agreement:*

2.6.1 The provisions of this License shall be liberally construed to effectuate their objectives.

2.6.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.7 *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers results in any material alteration of the terms and conditions of this License, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this License, then the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. This Section 2.8 shall be subject to the procedural requirements of 207 CMR 3.07.

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:* The Licensee shall offer Cable Service to significant number of residents in the Service Area, and may make Cable Service available to businesses in the Service Area, within twelve (12) months of the Service Date, and shall offer Cable Service to all residential areas of the Service Area within four (4) years of the Service Date, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from the Licensee's inability to obtain authority to access rights-of-way in the Service Area; (D) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (E) in areas, developments or buildings where the Licensee cannot access under reasonable terms and conditions after good faith negotiation, as determined by the Licensee; (F) in areas, developments or buildings where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis; and (G) in areas where the occupied residential household density does not meet the density requirement set forth in Section 3.1.2.

3.2 *Density Requirement:* The Licensee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than twenty five (25) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active Cable System trunk or feeder line. Should, through new construction, an area within the Service Area meet the density requirement after the time stated for providing Cable Service as set form in Sections 3.1.1 and 3.1.3 respectively, the Licensee shall provide Cable Service to such area within six (6) months of receiving notice from the Issuing Authority that the density requirement have been met.

3.3 *Availability of Cable Service:* Licensee shall make Cable Service available to all

residential dwelling units, and may make Cable Service available to businesses, within the Service Area in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee shall provide Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within three hundred (300) feet of trunk or feeder lines not otherwise already served by Licensee's Cable System. Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed three hundred (300) feet and actual costs incurred to connect any nonresidential dwelling unit Subscriber.

3.4 *Cable Service to Public Buildings:* Subject to Section 3.1, Licensee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each fire station, public school, police station, public library, and other public buildings as are designated by the Issuing Authority and set forth in **Exhibit B**. Licensee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring provided, however, that Licensee shall not charge for the provision of Basic Service to the additional service outlets once installed.

4. SYSTEM FACILITIES

4.1 *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements:

4.1.1 The System was designed and constructed as 860 MHz.

4.1.2 The System shall be designed to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.2 *Interconnection:* The Licensee shall design its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.3 *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System.

5. CONSTRUCTION AND TECHNICAL STANDARDS

5.1 *Compliance with Codes:* All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

5.2 *Construction Standards and Requirements:* All of the Licensee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

5.3 *Safety*: The Licensee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents, which are likely to cause damage.

5.4 *Network Technical Requirements*: The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of meeting or exceeding all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC regulations.

5.5 *Performance Monitoring*: The Licensee shall test the Cable System consistent with the FCC regulations.

6. CONDITIONS OF STREET OCCUPANCY

6.1 *General Conditions*: The Licensee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property until the written approval of the Issuing Authority is obtained, which approval shall not be unreasonably withheld.

6.2 *Underground Construction*: The facilities of the Licensee shall be installed underground in those areas in the Town where existing telephone and electric services are both underground at the time of construction. In areas where either telephone or electric utility facilities are installed aerially at the time of construction, the Licensee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Issuing Authority, the Licensee shall likewise place its facilities underground.

6.3 *Permits*: The Issuing Authority shall reasonably cooperate with the Licensee in granting any permits required, providing such grant and subsequent construction by the Licensee shall not interfere with the use of such Streets.

6.4 *System Construction*:

(a) All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Licensee shall, at all times, employ reasonable care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Licensee shall be placed in such a manner as not to interfere with the usual travel on such Public Way.

(b) In accordance with M.G.L. Section 5(g), 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 specified time period, 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.

6.5 *Removal in Emergency:* Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Issuing Authority to remove any of the Licensee's facilities, no charge shall be made by the Licensee against the Issuing Authority for restoration and repair, unless such acts amount to gross negligence by the Issuing Authority.

6.6 *Tree Trimming:* In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only in accordance with Town regulations. No cutting of trees on Town property shall be done except upon receipt of a permit in writing from the Town Department of Public Works or other appropriate municipal official or in accordance with the applicable regulations or requirements of the Town. The Licensee shall secure the permission of the property owner prior to reasonable trimming of trees on private property.

6.7 *Relocation for the Issuing Authority:* The Licensee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of the Licensee when lawfully required by the Issuing Authority pursuant to its police powers. The Licensee shall be responsible for any costs associated with these obligations to the same extent all other users of the Issuing Authority rights-of-way are responsible for the costs related to their facilities, if and when applicable.

6.8 *Relocation for a Third Party:* The Licensee shall, on the request of any Person holding a lawful permit issued by the Issuing Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Licensee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Licensee is given reasonable advance written notice to prepare for such changes. The Licensee may require such payment in advance.

6.9 *Private Property:* The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

6.10 *Right to Inspection of System:* 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 notify the Licensee of such evidence. The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of the Renewal License and all

other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

7. PEG SERVICES AND SUPPORT

7.1 *Peg Programming:*

7.1.1 In order to ensure universal availability of PEG programming, Licensee shall provide capacity on its Basic Service tier for three (3) PEG Channels for Public Access, Educational Access and Government Access (the "PEG Channels").

7.2.1 The Town waives any objection that it may have with respect to Licensee's carriage of Groton PEG Access programming outside of the Town to other areas in Massachusetts and releases and forever discharges the Licensee from any and all claims, actions, obligations or liabilities, whether known or unknown, that the Town may have arising from copyright and other intellectual property rights, which may arise from Licensee's carriage of such programming outside of the Town. The Licensee specifically reserves the right to make or change PEG Access Channel number assignments in its sole discretion. However, Licensee will provide the Issuing Authority with written notice of any changes in PEG Access channel number assignments at least thirty (30) days prior to implementing such changes. If a PEG Channel provided under this Article is not being utilized by the Town, Licensee may utilize such PEG Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Channel for its intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide Licensee with one hundred twenty (120) days' prior written notice of such request.

7.2. *PEG Access Interconnection:* The Licensee, at the Licensee's expense, shall connect its Cable System to equipment owned by the Town or the Access Provider at the PEG Access studio (703 Chicopee Road), the Police Station at 99 Pleasant Street and the Country Club at 94 Lover's Lane, in order to cablecast, on a live basis, all PEG Access Programming originated by the Access corporation and/or its producers generated exclusively at the PEG Access studio and the Country Club. The Licensee shall make such connections to the PEG Access Studio and Country Club within one hundred and eighty (180) days of the Effective Date or by July 1, 2015, whichever is later, provided that the Issuing Authority and the authorized representatives of the PEG content origination locations shall reasonably cooperate with the Licensee with respect to all such connections, including, without limitation, providing the Licensee with timely and reasonably sufficient access to such buildings, sufficient and environmentally suitable floor space, cable pathways and electrical power. Licensee shall provide PEG Edge Device ("PED") equipment to switch PEG Programming generated at these locations onto the appropriate PEG Channels provided pursuant to Section 7.1.1 above subject to a technical assessment of the need to upgrade or augment the existing switching capability at said PEG Access studio, and provided, however, that the Issuing Authority or its access designee shall be responsible for the installation, operation and maintenance of the PED equipment. The Issuing Authority and/or the access provider shall be responsible for the picture and audio quality of all PEG Access Programming up to the demarcation point (the "Demarcation Point"). The Demarcation Point between the Licensee's signal processing equipment and the Town's and/or the Access Provider's modulation equipment shall be at the output of the Town's and/or the Access Provider's modulators) at each of the respective origination locations specified in this Section 7.1.3. If the Licensee has not

accomplished the above connections within the applicable time periods set forth above, then the Licensee shall provide a written description of the status of such connection efforts to the Issuing Authority within ten (10) business days after the conclusion of the applicable time period. The Issuing Authority and the Licensee shall work together in good faith to resolve any interconnection issues.

7.2.1 The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System's standard definition commercial Channels, provided, however, that the Licensee is not responsible for the production quality of PEG Access programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control, nor for any PEG Access equipment not owned by the Licensee.

7.3 *PEG Grant and PEG Access Support:*

7.3.1 Licensee shall provide a facilities and equipment grant to the Town or its designee to be used for the support of the production of local PEG programming (the "PEG Grant"). The PEG Grant provided by Licensee hereunder shall be Eighty-Five Thousand Dollars (\$85,000) payable as follows: Twenty Five Thousand Dollars (\$25,000) within sixty (60) days of the Effective Date; Fifteen Thousand Dollars (\$15,000) on or before the First (1st) Anniversary of the Effective Date; Fifteen Thousand Dollars (\$15,000) on or before the Second (2nd) Anniversary of the Effective Date; Fifteen Thousand Dollars (\$15,000) on or before the Third (3rd) Anniversary of the Effective Date; and Fifteen Thousand Dollars (\$15,000) on or before the Fourth (4th) Anniversary of the Effective Date.

7.3.2 The Licensee shall provide payments to the Town or its designee to be used to support ongoing operations of PEG access (the "PEG Access Support"). Such payment shall be used by the Town or its designee solely for personnel, operating and other related expenses incurred in connection with PEG access operations. Subject to the limitations in Section 7.2, the PEG Access Support provided by Licensee shall be four and one quarter percent (4.25%) of Licensee's annual Gross Revenues, or such other percentage (not to exceed five percent (5%)) that is equal to the lowest percentage provided by any other cable television licensee operating in the Town, to be paid pursuant to Section 7.2.3 below. Each such payment shall be accompanied by a general statement of the total amount of Gross Revenue subject to the fee and the total fee amount due.

7.3.3. The PEG Access Support payments (Section 7.2.1) shall be made no later than forty-five (45) days following the end of each calendar quarter. Licensee shall be allowed to submit or correct any payments that were incorrectly omitted, or shall be refunded any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter. If Cable Services subject to the calculation of Gross Revenues are provided to Subscribers in conjunction with Non-Cable Services, the amount of such revenue included in the calculation of Gross Revenues shall be only the value of the Cable Services, as reflected on the books and records of Licensee in accordance with FCC or State rules, regulations, standards or orders.

7.4 *PEG Operations.* The Issuing Authority or its designee access corporation shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Licensee to transmit programming consistent with this License. In accordance with