

CABLE TELEVISION RENEWAL LICENSE

**GRANTED TO
MASSACHUSETTS CABLEVISION SYSTEMS LIMITED PARTNERSHIP**

THE BOARD OF SELECTMEN

**TOWN OF HOPEDALE,
MASSACHUSETTS**

January 9, 1999

A G R E E M E N T

This Cable Television Renewal License entered into this ____th day of ____1998, by and between Massachusetts Cablevision Systems Limited Partnership and the Board of Selectmen of the Town of HOPEDALE, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

ARTICLE 1 DEFINITIONS

Section 1.1--- DEFINITIONS:

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

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

(2) Access Channel: A video channel which Licensee shall make available to the Town of HOPEDALE, without charge, for the purpose of transmitting programming by residents of HOPEDALE, Town departments and agencies, Town of HOPEDALE Public Schools, or other HOPEDALE educational, institutional and other local public or non-profit organizations.

(3) Access Corporation: The entity, designated by the Issuing Authority of the Town of HOPEDALE, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System in accordance with the terms herein and 47 U.S.C. §531.

(4) Affiliate or Affiliated Person: Any Person who or which directly or indirectly controls and owns an interest in the Licensee and/or its successor(s); any Person which the Licensee directly or indirectly controls and in which the Licensee owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in the Licensee; provided, however, that this definition shall not be deemed to apply to any programming or publishing service provided by an Affiliate, carried in the normal course of business.

(5) Basic Service: The lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all PEG Access Channels and all broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law, or this Renewal License to the extent it is not inconsistent with federal law.

(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. 104-104, 110 Stat. 56 (1996) (the Telecommunications Act of 1996).

(8) Cable Service: The one-way capable transmission to Subscribers of Video Programming or other programming services and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services which is made available to all Subscribers generally.

(9) 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.

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

(11) 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.

(12) Department of Public Works ("DPW"): The Department of Public Works of the Town of HOPEDALE.

(13) Division: The Massachusetts Cable Television Division, a Division of the Massachusetts Department of Telecommunications and Energy, pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, or its successor (a.k.a. Massachusetts Community Antenna Television Commission).

(14) Downstream Channel: A channel over which Signals travel from the Cable System Headend, Hub site, and/or other location designated by the Licensee to an authorized recipient of Video Programming.

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

(16) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority, on behalf of the Town's educational institutions, its educators and/or the Access Corporation for the presentation of non-commercial educational access programming and/or information to the public.

(17) Effective Date of the Renewal License (the "Effective Date"): January 9, 1999.

(18) Execution Date of Renewal License (the "Execution Date"): _____, 1998.

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

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

(21) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Cable Service over the System; the provision of any Service Related Activity in connection with the operation of the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter and remote control rentals, leases or sales; home shopping revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of 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. License Fees paid by the Licensee to the State, the FCC and/or the Town and collected from Subscribers through charges to Subscribers shall not constitute Gross Annual Revenues unless otherwise prohibited by applicable law. Unless otherwise provided by law, Gross Revenues shall not include (i) revenues paid by the Licensee to any Affiliate for Programming carried on the Cable System where such revenues have already been recovered by the Licensee through charges to its Subscribers and a License Fee on all such revenues has been, or will be, paid to the Town on behalf of its designee(s) and/or the Access Corporation in accordance with this Renewal License; (ii) actual bad debt that is written off, consistent with Generally Accepted Accounting principles; 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; and (iii) revenues of any Affiliate from the sale of merchandise or non-Cable Services, such as subscription price itself to periodicals, as a result of, or due to, advertising by such Affiliate on the Cable System, and where said Affiliate revenues are not received by the Licensee; and (iv) any taxes on services furnished by the Licensee which are imposed upon any subscriber or user (as opposed to Licensee) by the State, Town or other governmental unit and collected by the Licensee on behalf of said governmental unit.

(22) 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.

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

(24) Institutional Network ("I-Net"): The separate cable owned and operated by the Licensee, consisting of Upstream and Downstream Channels to a finite number of locations, said channels for the use of the Issuing Authority, its designee, Town departments and the Licensee.

(25) Issuing Authority: The Board of Selectmen of the Town of Hopedale, Massachusetts.

(26) License Fee or Franchise Fee: The payments to be made by Licensee to the Town of HOPEDALE and/or any other governmental subdivision, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, Section 9.

(27) Licensee: Massachusetts Cablevision Systems Limited Partnership, or any successor or transferee in accordance with the terms and conditions in this Renewal License, and governing State and federal regulations.

(28) Multichannel Video Programming Provider: A Person who or which makes available to residents in HOPEDALE multiple channels of Video Programming.

(29) NCTA: The acronym for the National Cable Television Association.

(30) NTSC: The acronym for the National Television Systems Committee.

(31) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber optic cable to the Trunk and Distribution System.

(32) Origination Capability or Origination Point: An activated cable and connection to an Upstream I-Net Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(33) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System.

(34) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per channel basis, or as a package of such Services.

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

(36) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(37) PEG Access Channels: Any 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 BankBoston, or its successor.

(40) Public Access Channel: A specific channel(s) on the Cable System made available by Licensee to the Issuing Authority for the use of HOPEDALE individuals and/or organizations wishing to present non-commercial Programming and/or information to the public.

(41) Public Way: 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, easements which have been dedicated for compatible uses, and public grounds and/or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" 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.

(42) Renewal License: The non-exclusive Cable Television Renewal 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 or other decoding device.

(44) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(45) Service Related Activity: Any activity or function for which the Licensee receives revenue from any other Person and which is directly associated with the operation of the Cable System or the production or distribution of any Cable Service over the Cable System by any Person other than the Licensee, including, without limitation, operation of studio or any other facilities or equipment, billing, audience promotion, and/or installation or lease of equipment.

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

(47) State: The Commonwealth of Massachusetts.

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

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

(50) System Activation: The initial operation of all or a portion of the upgraded 750 MHz Cable System such that the Signals required and authorized to be transmitted pursuant to this Renewal License are available at potential Subscribers' taps.

(51) System Completion: That time when the Licensee has provided written documentation to the Issuing Authority that its 450 MHz Cable System has been fully upgraded to a minimum 750 MHz Trunk and Distribution System and Service has been made available to one hundred percent (100%) of the residential households in the Town that are in residential areas along the Subscriber Network route as it exists as of the Execution Date.

(52) Town: The Town of HOPEDALE, Massachusetts.

(53) Town Counsel: The Town Counsel of the Town of HOPEDALE, Massachusetts.

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

(55) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend, Hub Site, and/or other location designated by the Licensee.

(56) 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.

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

(58) Video Programming or Programming: Programming provided by, or generally considered comparable to Programming provided by, a television broadcast station.

ARTICLE 2 GRANT OF RENEWAL LICENSE

Section 2.1 --- GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of HOPEDALE, Massachusetts, as the ISSUING AUTHORITY of the Town, hereby grants a non-exclusive, revocable cable television renewal license to the LICENSEE, authorizing and permitting the Licensee to upgrade, construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of HOPEDALE. This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, including, to the extent required by law, the provisions of Chapter 166A, Sections 5 (a) through (o), as amended and attached hereto as Exhibit 2.1; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application. Unless otherwise specified, any reference to such applicable law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the term of this Renewal License.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to upgrade, construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon Public Ways under the jurisdiction of the Town of HOPEDALE within the municipal boundaries and subsequent additions thereto, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of HOPEDALE. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use the Public Ways.

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.

Section 2.2 --- TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on January 9, 1999 and shall expire on January 9, 2009, unless sooner terminated as provided herein or surrendered.

Section 2.3 --- NON-EXCLUSIVITY OF LICENSE

(a) Pursuant to applicable law, the Issuing Authority may award one or more franchises within its jurisdiction.

(b) In the event the Issuing Authority issues any subsequent or additional cable television license, such license shall be on terms no more favorable or less burdensome than the terms of similar provisions in this Renewal License, specifically including but not limited to terms for (a) the payment of any Franchise Fees, (b) any payments for the support of public, educational, or governmental access programming, (c) providing PEG access channels (d) any grants for capital equipment for public, educational or governmental access programming, (e) the provision of any service or service connections to schools or public buildings, (f) the construction and use of an I-Net, (g) customer service standards, (h) letters of credit, bonds, insurance and (i) service area and (j) term.

(c) To the extent that the terms of this Renewal License are less favorable and more burdensome to the Licensee than those of equivalent provisions of such subsequent or additional license(s), the Town, 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 Town shall take actions to reasonably rectify said differences, including, but not limited to, amending the additional license(s) so that they are not on more favorable or less burdensome terms than the terms of this Renewal License or amending this Renewal License so that its terms are not less favorable or more burdensome than those of any additional license(s). This paragraph shall be subject to specific performance.

(d) In the event any Multichannel Video Programming Provider offers video programming services directly to subscribers by using Public Ways in the franchise area, then to the extent such Multichannel Video Programming competitor is not currently or is not required to (a) pay for any Franchise Fee, (b) pay for the support of public, educational or government access programming, (c) provide channel capacity for PEG Access programming, (d) make grants for public, educational or governmental access facilities, (e) provide drops and service to public buildings, (f) construct and provide channel capacity on an I-Net, (g) comply with customer service standards, (h) provide bonds and insurance, (i) service area and (j) term, the Town, 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 and the economic injury which has occurred or is likely to occur therefrom. Following said hearing, the Town 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 non-licensed Multichannel Video Programming Providers, should the conditions which Licensee demonstrates in the aforementioned hearing give rise to a substantial and material competitive disadvantage for the Licensee, the Town shall rectify said differences by modifying the License in such a manner as to reasonably reduce the Licensee's burden(s) which are not imposed on or provided by the Licensee's competitors or by imposing similar requirements on the Multichannel Video Programming Provider. This paragraph shall be subject to specific performance.

Section 2.4 --- **POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the lawfully exercised powers of the Town to adopt and enforce general by-laws of general applicability, and not specific either to cable television or this Renewal License, necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations and any applicable by-laws lawfully enacted by the Town. Any conflict between the terms of this Renewal License and any such lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

Section 2.5 --- REMOVAL OR ABANDONMENT

Pursuant to M.G.L. Chapter 166A, Section 5(f), Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and shall restore all areas to their original condition.

Section 2.6 --- PROCEEDING UPON EXPIRATION OR REVOCATION OF LICENSE

In the event that this Renewal License is revoked, and all appeals have been exhausted, or the Issuing Authority does not renew this Renewal License and all appeals have been exhausted, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, by transferring the Cable System licensee in accordance with 47 U.S.C. §547.

**ARTICLE 3
SYSTEM DESIGN**

Section 3.1 --- SUBSCRIBER NETWORK

(a) No later than June 30, 2000, the Licensee shall make available to all residents of the Town a minimum seven hundred fifty Megahertz (750 MHz), or digital compression technology equivalent, Subscriber Network. Said 750 MHz System shall be designed for 550 MHz of analog Signal transmissions, with 200 MHz reserved for future digital or analog transmissions, which may be subject to change at the discretion of the Licensee.

(b) Timely completion of the upgrade to 750 MHz, or the digital compression technology equivalent, is subject to extension by reason of Force Majure (Section 10.7) and contingent upon receipt of timely approvals of permits, easements and all other prerequisites to construction by the Town, governmental agencies, public utilities, property owners and vendors and other authorities, if any, providing such permits are pursued diligently by the Licensee. The Town shall give the Licensee full cooperation in securing any permits, access rights, sub-headend or microwave link sites and other prerequisites to the construction of the upgrade or rebuilt system.

(c) Until that time, the Licensee shall continue to operate its four hundred and fifty Megahertz (450 MHz) Cable System.

Section 3.2 --- SERVICE AVAILABLE TO ALL RESIDENTS

(a) Subject to subsection (b) and (c) below, the Licensee shall make its Service available to every residential (non-commercial) dwelling unit in the service area along the Subscriber Network Trunk and Distribution route as it exists as of the Renewal License Execution Date in the Town, regardless of the type of dwelling, or its geographical location unless legally prevented from doing so.

(b) Any dwelling unit within two hundred fifty feet (250') of the existing Cable System plant shall be entitled to a standard aerial installation rate. Any aerial installation over 250 feet from the existing cable plant requiring Trunk or Distribution type construction shall be considered non-standard and provided at a rate based upon actual costs and a reasonable return on investment. The Licensee may reasonably charge subscribers for non-standard or customized installations.

(c) Underground installation shall be considered standard and therefore subject to standard underground installation rates within 250 feet of the existing cable plant, provided no Trunk or Distribution type construction is required and sub-surface is dirt or similar soft surface. Underground installations within 250 feet of the existing cable plant requiring Trunk or Distribution type construction or involving a hard surface or that require boring through rock or under sidewalks, street, flower bedding, etc., are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment. Installations more than 250 feet from existing cable plant

requiring Trunk or Distribution type construction or involving a hard (concrete, asphalt, etc.) surface shall be provided at a rate based upon actual costs and a reasonable return on investment.

Section 3.3 --- **UNDERGROUND FACILITIES**

At such time as telephone and electric utility lines are placed underground by the telephone and electric utility companies as required to be placed underground by the Town, the Licensee shall likewise place its facilities underground, pursuant to M.G.L. 166, §22 et. seq. Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable law. It is the policy of the Town that existing poles for electric and communications purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 3.4 --- **INSTITUTIONAL NETWORK**

(a) The Licensee shall continue to operate, maintain and repair its existing separate Institutional Network ("I-Net") to be utilized by the Town, its designee(s), and/or the Licensee. No later than ninety (90) days from the Effective Date of this Renewal License, the Licensee shall make available to the Town five (5) Upstream Channels and five (5) Downstream Channels on the I-Net, for the exclusive use of the Town and its designees. Said channels shall continue to be capable of distributing video, audio and data Signals to all designated Town owned non-school and school buildings ("I-Net Buildings") currently connected to the I-Net, and identified in Exhibit 3.4(a) attached hereto. Those buildings identified in Exhibit 3.4(a) not currently capable of distributing such I-Net services as of this Renewal License Effective Date, shall be provided one (1) Drop and one (1) Outlet of such capability within one hundred-eighty (180) days of this Renewal License Effective Date; provided, however, that the total design, labor, construction Drop and Outlet costs shall not exceed ten thousand dollars (\$10,000.00).

(a)(1) If, over the course of any 6-month period during the Renewal License term, the five (5) Upstream I-Net Channels and five (5) Downstream I-Net Channels designated for the Town's use are fully programmed for more than eighty percent (80%) of the time during Licensee's regular business hours with programming and/or transmissions such as data (provided such programming or other transmissions do not include, in said eighty percent (80%), alpha-numeric (bulletin board) programming, non-locally produced programming, or repeated audio/video programming) then upon the written request of the Issuing Authority, Licensee agrees to enter into good faith discussions regarding the possibility of making additional I-Net Channel capacity available for the Town's use. Such discussions may include (without limitation): (a) verification of the eighty percent (80%) usage report by the Town; (b) the period of time during which additional I-Net Channel capacity may be made available for the Town's use; (c) the method of determining when or whether the number of I-Net Channels used by the town will return to five (5) Upstream I-Net Channels and five (5) Downstream I-Net Channels; (d) possible compensation to Licensee for the Town use of additional I-Net capacity; and (e) other relevant matters. This Section 3.4(a)(1) does not constitute a binding obligation to add I-Net Channels for Town use at any time during this Renewal License term. Nothing in this Section 3.4(a)(1) shall be deemed to prevent the Licensee and the Town from discussing I-Net channel capacity for the Town's use at their mutual convenience anytime, during this Renewal License.

(b) The I-Net shall be capable of transmitting between the Town Buildings and other institutions within the Town among other things, electronic mail, data, interactive teaching, energy management monitoring of municipal buildings and municipal training. The Licensee has no obligation to provide the Town with equipment necessary for these, or any other permitted, uses of the I-Net.

(c) The Town may use the I-Net for data transmission purposes. In the event that there are increased maintenance costs as a result of the Town's use of the I-Net for data transmission purposes, the Licensee may charge the Town for such increased costs, pursuant to Section 3.4(g) below. In the event that the Licensee gives

permission, pursuant to this paragraph, and the Town seeks a third-party vendor(s) to manage its data transmission, the Town shall give the Licensee written notice of such intent to seek a third-party vendor and the option of providing such management services, providing further that such services are offered to the Town at a competitive rate in compliance with applicable State and local laws. Nothing in this Renewal License shall require the Town to purchase such management services from Licensee.

(d) The Issuing Authority and/or its designee(s) shall only use the I-Net for municipal and/or educational purposes, data transmission and/or other non-commercial purposes and not for sale or lease for non-municipal uses. The I-Net shall not be used by the Town and/or its designee to transmit or receive any audio, video or data communication(s) from, or to, any other Multichannel Programming Provider without the Licensee's written permission. Except with the written permission of the Licensee, the I-Net may not be used by the Town and/or its designee(s) to transmit or receive any communication (in whatever form, whether video, audio, data, voice or otherwise) destined to or originating from any switched network, including, but not limited to, the facilities of any local or long distance telephone company, or any such communication for which the Licensee offers and can provide the Town such transmission service; provided, however, that this Section 3.4(d) shall not apply to non-commercial, educational video and/or data services received by the HOPEDALE Public School Department (the "School Department") or the HOPEDALE Public Schools, unless the Licensee offers and can provide any such non-commercial, educational video and/or data services, to the School Department at a cost that is lower than that being charged to the School Department. In the event the School Department declines the Licensee's non-commercial, educational video and/or data services, offered to the School Department, the Licensee may charge the School Department for maintenance costs associated with the School Department's use of the I-Net, in accordance with Section 3.4(g) below. Nothing in this Section 3.4(d) shall require the Town to subscribe to or purchase any service which the Licensee may lawfully become in the business of providing. Nothing in this Section 3.4(d) shall reduce, increase, or otherwise modify any of the Licensee's obligations which exist in any other agreement or contract to which the Licensee and any federal agency are parties. The Issuing Authority or its designee shall provide the Licensee each year with a description of its uses of the I-Net.

(e) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License; provided, however, that the Licensee shall have no responsibility 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.

(f) 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 Town or other User, the Licensee shall resolve the technical problem within a reasonable amount of time. Should a technical problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem.

(g) Any and all I-Net related costs shall be strictly allocated between the Town and the Licensee according to each entity's use of the I-Net, including but not limited to, construction, installation, operational and maintenance costs. If requested in writing to do so by the Issuing Authority, in writing, the Licensee shall itemize and verify all such allocable I-Net costs, in sufficient detail to enable the Issuing Authority to independently verify that such costs have been allocated as required. Unless agreed to otherwise, the Licensee shall provide said costs, in writing, within thirty (30) days of a request to do so by the Issuing Authority.

(h) The Town shall not indemnify the Licensee from damage(s) as set forth in Section 6.3 of this Renewal License. The Town shall indemnify and hold the Licensee harmless at all times during the term of this Renewal License and after its expiration from any and all claims, actions and/or proceedings arising out of the actions of the Town, its designee(s) and/or departments in transmitting, conveying or otherwise carrying, or failing to transmit, convey or otherwise carry, any and all data transmissions originated and/or generated by the Town on the I-Net channels made available to, and used by, the Town, its designee(s) and/or departments. The Town shall, without

charge to the Licensee, defend any such claim, action or proceeding; providing however, this Section 3.4(h) shall in no way restrict or limit any rights the Issuing Authority may have to seek specific performance of Section 3.4. In the event the Licensee enters into agreement to provide the Town with management services as set forth in Section 3.4 (c), then the provisions of this Section 3.4(h) shall not apply to damages resulting from Licensee's actions or omissions under such management agreement.

ARTICLE 4 CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

Section 4.1 --- PROGRAM LINE-UP

(a) Except as required by law, all Programming decisions are at the sole discretion of the Licensee and may be subject to change from time to time.

(b) To the extent required by applicable law, the Licensee shall provide Basic Cable Service, which shall include at least all area broadcast television signals which Licensee is required by applicable law to carry and the Downstream Channels, for PEG Access use.

(c) Licensee reserves its right to Scramble and/or otherwise encode cable channel(s) to protect the Licensee from unauthorized reception of its Signal(s) to the extent allowed by applicable law.

Section 4.2 --- DROPS AND BASIC SERVICE TO PUBLIC BUILDINGS

(a) The Licensee shall continue to provide, install and maintain one (1) Subscriber Cable Drop and Outlet and the monthly Basic Service, without charge to the Town or any designated institution for such Drops, Outlets and Basic Services, to all police and fire stations, public libraries, public buildings designated, in writing, by the Issuing Authority and included in Exhibit 4.2(a), attached hereto and made part hereof.

(b) The Licensee's obligations hereunder shall be limited to standard, non-customized installations along the route of the existing Cable System, as of this Renewal License Execution Date.

Section 4.3 --- DROPS AND MONTHLY SERVICE TO PUBLIC SCHOOLS

(a) The Licensee shall continue to provide, without charge to the School Department, one (1) Subscriber Cable Drop with one (1) Outlet and the monthly Subscriber Cable Service, including those non-Scrambled, non-Premium and non-Pay-Per-View satellite Services (which support Cable in the Classroom Programming), carried on the Cable System by the Licensee, to all locations listed in Exhibit 4.3(a), attached hereto and made a part hereof.

(b) Upon System Completion, without charge to the School Department, the Licensee shall provide a total of two (2) Subscriber Network Drops and two (2) Outlets and the monthly Subscriber Cable Service, including those non-Scrambled, non-Premium and non-Pay-Per-View satellite Services (which support Cable in the Classroom Programming), carried on the Cable System by the Licensee to each floor of all Town of HOPEDALE Public Schools in the Town, listed in Exhibit 4.3(a), attached hereto. The Licensee shall also provide one (1) Drop and one (1) Outlet to each HOPEDALE Public School library, with the monthly service described herein.

(c) The exact locations of said Drops and Outlets shall be designated by the School Department.

(d) The Licensee shall provide one (1) Converter with each Outlet, if required for the reception of the monthly service, pursuant to this Section 4.3(a), without charge to the Town. The Licensee shall maintain such Outlets and Converters for normal wear and tear; provided, however, that the School Department shall be responsible for repairs and/or replacement necessitated by any acts of vandalism, theft or damaged caused by users.

ARTICLE 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 5.1 --- PEG ACCESS CHANNELS

(a) Upon the Effective Date, the Licensee shall make available to the Issuing Authority three (3) six (6) MHz, or the digital compression technology equivalent, Subscriber Network Downstream Channels and three (3) six (6) MHz, or the digital compression technology equivalent, Upstream I-Net Channels for PEG Access purposes. Such I-Net Upstream Channels are not in addition to those provided in Section 3.4(a) or 3.4 (a)(1).

Section 5.2 --- ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide annual Franchise Fee payments to the Issuing Authority, on behalf of its designee(s) and/or the Access Corporation, for PEG Access purposes in an amount equal to four percent (4.0%) of the Licensee's Gross Annual Revenues less applicable Franchise Fee and License Fee payments to the Town, State and federal government. Said annual PEG Access payments shall be used for, among other things, salary, operating, facilities, capital purchases, production and/or associated equipment purchases and other related expenses connected with HOPEDALE PEG Access Programming and operations. Such PEG Access payments shall be considered as part of the Licensee's Franchise Fee commitments and shall be included in the Franchise Fee for purposes of any applicable federal limitation on Franchise Fees.

(b) Said annual four percent (4.0%) PEG Access support payments shall be made to the Issuing Authority on behalf of its designee(s) and/or the Access Corporation annually. The first payment shall be remitted on the last day of April in the year 2000; and shall be based on the Gross Annual Revenues beginning on the Renewal License Effective Date and ending on December 31, 1999. The following annual payments shall be remitted no later than the last day of April of each year, during this Renewal License; and based on the period beginning on the previous year's January 1st and ending on the following December 31st. The final payment shall be remitted on the last day of April 2008 based on the period beginning January 1, 2007 and ending on December 31, 2007.

(c) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User (pursuant to Section 612 of the Cable Act), who or which distributes any Cable Service over the HOPEDALE Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Issuing Authority on behalf of its designee(s) and/or the Access Corporation an amount equal to four percent (4.0%) of such Person's Gross Annual Revenues, as a PEG Access payment, pursuant to Section 5.2(a) herein. If the Licensee collects revenues from HOPEDALE Subscribers for said Person, then the Licensee shall collect said four percent (4.0%) PEG Access payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Issuing Authority on behalf of its designee(s) and/or the Access Corporation along with the Licensee's four percent (4.0%) PEG Access payments pursuant to Section 5.2(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Service over the HOPEDALE Cable System, then the Licensee shall notify any such Person of this four percent (4.0%) PEG Access payment requirement and shall notify the Issuing Authority of such use of the HOPEDALE Cable System by such Person(s).

(d) The annual PEG Access payments required herein are subject to the provision that all PEG Access Programming produced by the Town, Access Corporation and/or HOPEDALE PEG Access producers with said funding shall be cablecast exclusively on one (1), or more, of the PEG Access Channels, designated in Section 5.1 herein, on the Licensee's Cable System in the Town unless permission otherwise is granted in writing by the Licensee; provided, however, that such PEG Access Programming produced by the Town, its designee(s), Access Corporation and/or HOPEDALE PEG Access producers may be made available to other providers of Video Programming in the Town, if any, upon payment to the Issuing Authority on behalf of its designee(s) and/or the Access Corporation of

equivalent annual consideration to that found in Sections 5.2(a) through (c) herein.

Section 5.3 --- **PEG ACCESS EQUIPMENT/FACILITIES**

(a) Within one hundred eighty (180) days following the Renewal License Effective Date, the Licensee shall purchase and install for the Town PEG Access production equipment not to exceed seventy-five thousand dollars (\$75,000.00) for public Access productions. Said production equipment purchase shall be reasonably similar to the production equipment list described in Exhibit 5.3(a). Said production equipment installation cost shall be part of the total grant. In the event such installation costs pursuant to this Section 5.3(a) exceeds the total grant amount, the excess shall be paid from the annual payments pursuant to Section 5.2(a) herein. Said production equipment shall be installed in a Town owned building along the existing HOPEDALE Subscriber Network's and I-Net's Trunk and Distribution Systems.

(b) Within thirty (30) days following the Renewal License Effective Date, the Licensee shall deed over to the Town of HOPEDALE the Licensee owned local origination production and associated equipment located in the Town listed in Exhibit 5.3(b) herein.

(c) Within thirty (30) days following the Renewal License Effective Date, the Town shall deed over to the Licensee the Town's allocated portion of the existing LO/Access mobile production van, such mobile production van's production and associated equipment and LO/Access production and associated equipment located at 8 Williams Way, Bellingham listed in Exhibit 5.3(c). As of the Renewal License Effective Date, the Town relinquishes any and all rights it may have had immediately prior to this Renewal License term to use the production studio located at 8 Williams Way, Bellingham, MA and any LO/Access production or associated equipment located in said studio.

(d) All equipment described in Exhibit 5.3(b) and 5.3(c) which is deeded to the Town and/or Licensee shall first be inspected by the Licensee and the Town in order to insure that all such components are in good operating condition. Any component mutually deemed not to be in good operating condition by the Licensee and the Town, shall first be repaired, if necessary, by the owner (Licensee and/or Town) prior to delivering such to the Town and/or Licensee.

(e) Within one hundred eighty (180) days following the Renewal License Effective Date, the Licensee shall purchase and install for the Town PEG Access production equipment not to exceed twenty thousand dollars (\$20,000.00) for government Access productions. Said purchase shall consist of one (1) two (2) camera remote control system capable of live or recorded productions and one character generator. Said production equipment purchase shall be reasonably similar to the production equipment list described in Exhibit 5.3(e). Said production equipment installation costs shall be part of the total grant. In the event such installation costs pursuant to this Section 5.3(e) exceeds the total grant amount, the excess shall be paid from the annual payments pursuant to Section 5.2(a) herein. Said production equipment shall be installed in a Town owned building along the existing HOPEDALE Subscriber Network's and I-Net's Trunk and Distribution Systems.

(f) Within one hundred eighty (180) days following the Renewal License Effective Date, the Licensee shall purchase for the Town PEG Access portable production equipment not to exceed fourteen thousand dollars (\$14,000.00) for PEG Access productions. Said equipment purchase shall be reasonably similar to the production equipment list described in Exhibit 5.3(f).

(g) The annual PEG Access equipment purchases, deeding of equipment and equipment installation required herein are subject to the provision that all PEG Access Programming produced by the Town, Access Corporation and/or HOPEDALE PEG Access producers with said funding shall be cablecast exclusively on one (1), or more, of the PEG Access Channels, designated in Section 5.1 herein, on the Licensee's Cable System in the Town unless permission otherwise is granted in writing by the Licensee; provided, however, that such PEG Access Programming

produced by the Town, its designee(s), Access Corporation and/or HOPEDALE PEG Access producers may be made available to other providers of Video Programming in the Town, if any, upon payment to the Issuing Authority on behalf of its designee(s) and/or the Access Corporation of equivalent annual consideration to that found in Sections 5.2(a) through (c) herein.

Section 5.4 --- REPORT OF DISBURSEMENTS

On or before January 30 of each Renewal License year commencing on or before January 30, 1999, the Town shall submit to the Licensee a written report showing actual disbursements made of the funds Licensee gives the Town pursuant to this Article 5 for annual support for PEG Access or for PEG Access facilities funding and a detailed statement explaining the allocation of funds, the access needs, interests and operations of the various entities using the PEG Access facilities. If, upon review of this annual report, the Licensee determines that the use of any portion of the funds has not been directly related to PEG Access, the Licensee may in writing request a hearing before the Issuing Authority. After such hearing, the Issuing Authority will respond to the Licensee in writing. If the Issuing Authority agrees with the Licensee, it shall take measures to see that such funds are expended appropriately in the future. If, upon receipt of a subsequent annual report, the Licensee again determines the use of any portion of the funds has not been appropriate, the Licensee may in writing request another hearing before the Issuing Authority. If the Issuing Authority makes a finding in accordance with the Licensee's determination, it shall direct the Licensee to withhold an amount of PEG support or access equipment/facilities funding corresponding to the amount which is the subject of the dispute, until such time safeguards are in place to assure use of such funds for PEG Access support and/or equipment/facilities funding. If following the Licensee's second request for Issuing Authority remedial action, the Issuing Authority disagrees with the Licensee concerning the appropriateness of the use of funds, the matter may be referred to the Division upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

Section 5.5 --- EQUIPMENT OWNERSHIP

The Issuing Authority shall own all existing PEG Access equipment and equipment deeded or purchased in Article 5. The Licensee shall have no obligation to repair, maintain, replace or insure any such PEG Access equipment, except that during any year of this Renewal License term the Town, its designee and/or the Access Corporation may request no more than twenty (20) hours of PEG Access production equipment "in-house" repair(s). Such "in-house" PEG Access production equipment repair(s) shall be on an annual basis only (non-accumulative during this Renewal License term) and at no charge to the Town, its designee(s) and/or the Access Corporation.

Section 5.6 --- CENSORSHIP

Neither the Town nor the Licensee shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 5.7 --- LICENSEE'S PEG ACCESS OBLIGATIONS

Except for the specific obligations of the Licensee regarding PEG Access in this Article 5 herein, the Licensee shall not have any other responsibilities for PEG Access.

Section 5.8 --- LICENSEE'S FINANCIAL COMMITMENT

The Licensee in any event shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law, including, but not limited to, local and state License Fees and federal Franchise Fees, and PEG

Access operating and capital expenses in excess of five percent (5%) of its Gross Annual Revenues.

Section 5.9 --- **OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

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 of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, 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.

ARTICLE 6 INSURANCE AND BONDS

Section 6.1 --- **INSURANCE**

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general comprehensive liability policy naming the Town, its officers, boards, commissions, agents and employees as co-insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable Television System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Three Million Dollars (\$3,000,000.00) for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional name insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Three Million Dollars (\$3,000,000.00) for damage to the property of two (2) or more persons in any one occurrence.

Section 6.2--**-PERFORMANCE BOND**

(a) Until System Completion, the Licensee shall maintain at no cost to the Town faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of one hundred thousand dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) A performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 6.1 and 6.2 infra.

(c) Said performance bond may be reduced to the sum of fifty thousand dollars (\$50,000.00) upon System

Completion; provided, however, that the Licensee shall notify the Issuing Authority in writing, in advance of such reduction, that it has completed the Cable System upgrade as required herein and requests approval for a reduction of the amount of said bond. The Licensee shall not reduce the amount of said bond until the Issuing Authority grants, in writing, its approval for such reduction, which approval shall not be unreasonably denied or delayed.

(d) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 6.3 --- **INDEMNIFICATION**

(a) The Licensee shall, without charge to the Town, indemnify and hold harmless the Town, its officials, boards, commissions, agents and/or employees 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 this 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 and the reasonable value of services rendered by the Town Counsel's office over and above services reasonably necessary to carry out this section.

(b) In order for the Town to assert its rights to be indemnified, defended, or held harmless, the Town must:

1. Promptly notify Licensee of any claim or legal proceeding which gives rise to such right;
2. The Town shall afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the Town, in its sole discretion, determines that its interests cannot be represented in good faith by the Licensee; and
3. The Town shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.

(c) To the extent the Licensee makes payment pursuant to this section, it may require from the Town assignment of all right or recovery against any party.

(d) The Town shall, at its sole cost and expense, to the extent lawful for local government, indemnify and hold harmless Licensee against any claim arising out of the Town's use of the Cable System. Indemnified expenses shall include all out-of-pocket expenses such as attorney's fees and shall also include the reasonable value of any services rendered by the Town.

ARTICLE 7 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 7.1 --- **CUSTOMER SERVICE OFFICE**

(a) For the entire term of this Renewal License, the Licensee shall maintain, operate and staff a full-time customer service office within the Town of HOPEDALE or any contiguous Town, for the purpose of receiving customer inquiries and complaints made in person including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries.

(b) Pursuant to M.G.L. 166A, Section 5(o), the Licensee's main customer service office shall have a publicly

listed local telephone number for HOPEDALE Subscribers.

Section 7.2 --- FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 C.F.R. Section 76.309, as may be amended from time to time.

Section 7.3 --- SUBSCRIBER CABLE SYSTEM OUTAGES

In the event a Subscriber Network Cable System outage occurs, Licensee shall make best efforts twenty-four (24) hours a day to respond to such outage, subject to Force Majeure (Section 10.7). For purposes of this Section 7.3, a Subscriber Network Cable System outage shall be considered to occur when five (5) or more telephone calls are received from any one neighborhood concerning such outage; provided, however that such outage is not due to a power loss outside of Licensee's control.

**ARTICLE 8
REPORTS, AUDITS AND PERFORMANCE TESTS**

Section 8.1 --- QUALITY OF SERVICE

Licensee shall comply with applicable FCC standards regarding its signal quality.

Section 8.2 --- ADDITIONAL INFORMATION

At any time during the term of this Renewal License, upon the reasonable written request of the Issuing Authority to the Licensee or Licensee to Issuing Authority, the Licensee or Issuing Authority, as the case may be, shall not unreasonably deny any requests for further information which may be required to establish the Licensee's or the Issuing Authority's compliance with its obligations pursuant to this Renewal License and subject to Section 8.3 infra.

Section 8.3 --- PROPRIETARY AND CONFIDENTIAL INFORMATION

If the Licensee believes that any documentation requested by the Issuing Authority involves proprietary or confidential information, then Licensee shall submit the information to its counsel, who shall confer with the Town Counsel regarding Licensee's claim of a proprietary or confidential interest.

**ARTICLE 9
ADMINISTRATION AND REGULATION**

Section 9.1 --- REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television system, subject to applicable law. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License; provided, that the failure of the Issuing Authority to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

Section 9.2 --- SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets, subject to applicable law; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 9.3 --- **DETERMINATION OF BREACH**

(a) In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this 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 which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(1) 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

(2) cure any such default (and provide written evidence of the same), 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. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(b) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to the Town, the Issuing Authority and/or its designee(s).

Section 9.4 --- **TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to applicable law; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License.

Section 9.5---**NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Unless doing so would prejudice party giving notice, in the event that the Licensee or the Issuing Authority has reason to believe that the other has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other and the Licensee or the Issuing Authority intends to take legal action, it shall (i) give at least forty-five (45) days notice to the other party, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party or its representative.

ARTICLE 10 MISCELLANEOUS PROVISIONS

Section 10.1 --- ENTIRE AGREEMENT

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

Section 10.2 --- CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of this Renewal License.

Section 10.3 --- SEVERABILITY

If any section, sentence, paragraph, term or provision of this 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 this Renewal License.

Section 10.4 --- ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable Television System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 10.5 --- RENEWAL LICENSE EXHIBITS

Unless otherwise indicated, the Exhibits to this Renewal License, attached hereto, and all portions thereof, are for informational purposes.

Section 10.6 --- WARRANTIES

The Licensee and the Issuing Authority respectively each warrant, represent and acknowledge, and agrees that at or before the Execution Date of this Renewal License: each has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized and has secured all consent which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee and Issuing Authority to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License.

Section 10.7 --- 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 State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee.

Section 10.8 --- APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 10.9 --- NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the HOPEDALE Board of Selectmen, Hopedale Town Hall, 78 Hopedale Street, Hopedale, Massachusetts 01747, or such other address as the Issuing Authority may specify in writing to the Licensee.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the President, Time Warner Cable, Greater Boston Division, 300 Commercial Street, 12 Riverview Business Park, Malden, Massachusetts 02148, or such other address as the Licensee may specify in writing to the Issuing Authority.

Section 10.10 --- TERM

All obligations of the Licensee and the Issuing Authority set forth in this Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of this Renewal License, except as expressly provided for otherwise herein. This Renewal License expressly incorporates all provisions of Massachusetts General Law Chapter 166A, §5 (a) through (o), and the licensee expressly agrees to comply fully with all the stated provisions contained within that section.

TABLE OF EXHIBITS

Exhibit 2.1	Massachusetts General Laws 166A
Exhibit 3.4(a)	Institutional Network Buildings (“I-Net Building)
Exhibit 4.2(a)	Drops, Outlets and Monthly Service to Public Buildings
Exhibit 4.3(a)	Drops, Outlets and Monthly Service to Public Schools
Exhibit 5.3(a)	Public Access Production Equipment List
Exhibit 5.3(b)	Licensee Local Origination Production Equipment List (Deeded to Town)
Exhibit 5.3(c)	Local Origination Production Equipment List (Deeded to Licensee)
Exhibit 5.3(e)	Government Access Equipment List
Exhibit 5.3 (f)	Portable Production Equipment List
Signature Page	

Exhibit 3.4(a)

Institutional Network Buildings (“I-Net Building”)

<u>LOCATION</u>	<u>ADDRESS</u>
Memorial Building School Office School Library School Gymnasium	Prospect Street
Hopedale Junior/Senior High School Superintendent’s Office High School Media Center High School Auditorium High School Principal’s Office	Prospect Street
Police Station Meeting Room	Hopedale Street
Fire Station	Dutcher Street
Bancroft Library	Hopedale Street
Town Hall Business Office Draper Room Hopedale PEG Access Studio Town clerk’s Office	Hopedale Street
Highway Department	Depot Street
Community House Main Room	Hopedale Street
Draper Gym Center court	Dutcher Street

Exhibit 4.2(a)

Drops, Outlets and Monthly Service to Public Buildings

<u>LOCATION</u>	<u>ADDRESS</u>
Police Station Meeting Room	Hopedale Street
Fire Station	Dutcher Street
Bancroft Library	Hopedale Street
Town Hall Business Office Draper Room Hopedale PEG Access Studio Town clerk's Office	Hopedale Street
Highway Department	Depot Street
Community House Main Room	Hopedale Street
Draper Gym Center court	Dutcher Street

Exhibit 4.3(a)

Drops, Outlets and Monthly Service to Public Schools

LOCATION

ADDRESS

Memorial Building	Prospect Street
School Office *	
School Library *	
School Gymnasium *	
Hopedale Junior/Senior High School	Prospect Street
Superintendent's Office	
High School Media Center	
High School Auditorium	
High School Principal's Office	
Park Street School	Park Street
School Office	

* To be installed upon renovation

Exhibit 5.3(a)

Public Access Production Equipment List

<u>Quantity</u>	<u>Description</u>
3	Panasonic AG456U Camcorders
6	Spare Batteries
3	Panasonic 5100 Camera with WV-6071 Studio Kit WV-LZ15-12 Lens WV-LK11 Rear Lens Control Kit WV-VF55 5" Viewfinder WV-RC35 RCU & RCU Adapter 14C-100 100 foot Extension Cable
3	Bogen 3009 Tripods W/Dollies for Studio Cameras
1	Panasonic WJMX-50 Mixer
1	Leightronics Mini-T Pro Switcher w/3 infrared Cables and software
1	Blossom Tower (see attached specifications)
1	JVC VES-58AB A/B Roll Editing System
4	13" Monitors
2	Panasonic AG 1320 Quasi S-VHS VCR
1	Mackie MS1202VLZ Audio Mixer
2	Rack Loaded Roadie Cases for Portable Equipment
3	Wireless LAV Microphones (NADY 201)
3	Wireless Hand Held Microphones (NADY 201)
	Winsted (or equivalent) Editing Console
	Broadcaster Style Headsets
1	5" AC/DC Monitor
	Aspen LBC-4 Quick Charge Battery Chargers
(?)	Other Miscellaneous Items (TBD by Ted Burke)

Exhibit 5.3(b)

**Local Origination Production Equipment List
(Deeded to Town)**

Located at LO/Access Studio, Hopedale:

Make	Model #	Serial #	Description	Quantity
Atlas	MS-12C		Floor Microphone Stand	1
Sony	DXC-1820	12509	Camera with 12:1 lens	1
Sony	DXC-1820	12517	Camera with 12:1 lens	1
Sony	DXF-1820	12861	Port. Viewfinder	1
Sony	DXF-1820	12832	Port. Viewfinder	1
Sony	CMA-8	14706	AC Adapter	1
Sony	CMA-8	14546	AC Adapter	1
Scientific Atlanta	6330	06049	Channel 5 Modulator	1
Quickset	95565		Tripod	1
Sony	5600	30789	¾" Recorder Deck	1
Video Data Sys	A50083-201		VDS Keyboard	1
Tek-Com		53397	Modem	1

Exhibit 5.3(c)

**Local Origination Production Equipment List
(Deeded to Licensee)**

Location	Make	Model #	Serial #	Description	Quantity
Control Room	Sony	SEG-2000	11140	Video Switcher	1
Control Room	FOR-A	FA-300	2430150	Dig. Time Base Corrector	1
Control Room	Realistic	RS MPA-20	2107646	Amplifier	1
Control Room	Technics	RSB 49R	CC5712B112	Cassette Deck	1
Control Room	Sony	CMA-8A	10154	Camera Power Supply	
Control Room	Sony	CCU-M3	19665	Camera Control Unit 1	
Control Room	Sony	CCU-M3	19688	Camera Control Unit2	
Control Room	Perma Power	JO6A2	265-8533	Power Switch	1
Control Room	Sony	PVM-1341	2009146	13" Color Monitor	1
Control Room	Sony	VO-9850	73139	¾" Record Deck	1
Control Room	Sony	VO-9800	72942	¾" Deck	1
Control Room	Sony	RM450	76421	Edit Controller	1
Edit Suite	Panasonic	BT-S702N	KA5460595	Color Monitor	1
Edit Suite	Tascam	M-30	510027-51	Audio Mixer	1
Edit Suite	T.O.A.	RS-21M		Speaker	1
Edit Suite	Technics	SL-QX300	GA4730G054	Turntable	1
Edit Suite	Pelco	MS-508AF	2487-5J	Program Switcher	
Edit Suite	Sony	PVM-1380	2009412	13" Color Monitor	1
Edit Suite	Sony	5600	59862	¾" Recorder Deck	
Edit Suite	FOR-A	UDA-103	681122	Video Distribution Amp	1
Edit Suite	Sony	CMA-8	14545	Camera AC Power Adapter	1
Eq. Room	Quanta	Microgen – 200	21A0009	Character Generator	1
Eq. Room	Pelco	MS-508AF	6194-7E	Program Switcher	
Eq. Room	Pelco	MS-508AF	2439-51	Program Switcher	
Eq. Room	Pelco	Ms-508AF	2484-6J	Program Switcher	
Eq. Room	JVC	RS-110U	195112	Remote Camera Control	1
Eq. Room	Sony	DXC-1820	12519	Camera with 12:1 lens	
Eq. Room	Sony	VO-6800	12173	Port. ¾" Recorder	3
Eq. Room	Portabrace	C-6800		VCR Carrying Case	3
Eq. Room	Husky	95565		Quickset Tripod	1
Eq. Room	Sony	NP-1		Battery	9
Eq. Room	Sony	BC-1WA	14638	Battery Charger	
Eq. Room	Sony	BC-1WA	14637	Battery Charger	
Eq. Room	Lowell	T-90		Tube Light Kit	1
Eq. Room	Sony	BC-20	13930	Dual Battery Charger	
Eq. Room	Sony	BC-20	13989	Dual Battery Charger	
Eq. Room	JVC	GXS-700U	12020208	Camera with 10:1 lens	

Eq. Room	JVC	AA-P26U	15750614	AC Adapter	1
Eq. Room	Panasonic	CT-500V	UJ5427776	Port. Mon/Receiver	
Eq. Room	Panasonic	TY-26A		Battery Case	2
Eq. Room	Panasonic	TY-361R		Battery Pack	2
Eq. Room	Video Data	KS-2100	130397	Keyboard	1
	Sys				
Eq. Room	Electrovoice	635A		Handheld Microphone	10
Eq. Room	Sony	ECM-150		Lavalier Microphones	4
Eq. Room	Sony	ECM-30		Lavalier Microphones	3
Eq. Room	Quickset	95565		Tripod	1
Eq. Room	Atlas	MS-10C		Floor Mic Stands	2
Eq. Room	Sony	RM400	16724	Edit Control Unit	1
Eq. Room	DX Antenna	DSM-160	M800117	Tunable Modulator	
Garage				Big Blue Cases	1
Playback	Panasonic	BT-S702N	KA5460578	Color Monitor	1
Playback	Panasonic	CT-1330	ED5133576	13" Monitor/Receiver	1
Playback	Panasonic	CT-500V	UJ5427623	Port. Monitor/Record	
Playback	Videotek	RS-10A	09850041	Routing Switcher	
Playback	Videotek	RS-10A	07890845	Routing Switcher	
Playback	Video	RS-10A		Routing Switcher	
Playback	Sony	9000	22692	¾" Player Deck	
Playback	Sony	9000	22694	¾" Player Deck	
Playback	Scientific	6330	21487	Channel 3 Modulator	1
	Atlanta				
Playback	Scientific	6350	060165	T8 Modulator	
	Atlanta				
Playback	Scientific	6350		T8 Modulator	
	Atlanta				
Playback	Video Data	A50083-201	130220	VDS Keyboard	1
	sys				
Playback	Tek-Com	3002	59444	Modem	1
Playback	Technics	SA-460	FN54043634	Stereo Receiver	1
Playback	Sony	9600	20928	¾" Recorder Deck	
Prop Room B	Kodak	Ektographic		Slide Projector	1
Studio	Sony	DXC-325	14210	Camera with 10x lens	
Studio	Sony	DXC-325	14177	Camera with 12x lens	
Studio	Sony	DXC-325	13965	Camera with 10x lens	
Studio	Bogen	3068		Tripod	3
Studio	Comprehensiv	6DAM-6DBX		Audio Snake	1
	e				
Studio	Strand			Double scrim	4
	Century				
Studio	Strand	4271-TV		Scoop Light	3

	Century				
Studio	Atlas	MS-12C		Floor Mic Stand	2
Studio	Atlas	SB36W		Boom Stand	1
Studio	Pix	AV452		Mobile Cart	1
Studio Cam 2	Sony	DXF-50	0019018	Viewfinder	
Studio Cam 3	Sony	CA-325	1316	Camera Adapter	
Studio Cam 3	Sony	DXF-50	0014704	Viewfinder	2
Studio Cam1	Sony	CA-325	13200	Camera Adapter	
Studio Cam1	Sony	DXF-50	0017329	Viewfinder	
Studio Cam2	Sony	CA-325	13189	Camera Adapter	
Studio Cams	Bogen	3067		Dolly	2

LO/Access Mobile Production Van:

Make	Model#	Serial#	Description	Quantity
Hitachi	V-099	5118408	Waveform Monitor	1
Sony	DXC-325	45625	Camera with 12x lens	
Sony	CA-325	11235	Camera Adaptor	
Sony	DXF-40	0011403	Viewfinder	
Sony	CMA-8A		Power Supply	2
Sony	CCU-M3		Camera Control Units	2
Bogen			Tripod	2
Comprehensive 6DAM-6DBX			Audio Snake	1
Panasonic	WV-5203B	54Z03470	Tri 5" B/W Monitor	1
Panasonic	WJ-4600	57A19885	Seg Video Monitor	1
Sony	PVM-8020MB	5000492	Dual 8" Color Monitor	1
Sony	VO-5600	CA306441	¾" Record Deck	1
Technics	RS-B12		Cassette Deck	1
VideoTek	TSM-5A	E9854735	Waveform	1
Sony	DXF-40A	D011403	Viewfinder	1

Located at LO/Access Studio, Hopedale:

Make	Model #	Serial #	Description	Quantity
Atlas	MS-12C		Floor Mic. Stand	1
Sony	DXC-1820	12509	Camera with 12:1 lens	1
Sony	DXC-1820	12517	Camera with 12:1 lens	1
Sony	DXF-1820	12861	Port. Viewfinder	1
Sony	DXF-1820	12832	Port. Viewfinder	1
Sony	CMA-8	14706	AC Adapter	1
Sony	CMA-8	14546	AC Adapter	1
Scientific Atlanta	6330	06049	Channel 5 Modulator	1
Quickset	95565		Tripod	1
Sony	5600	30789	¾" Recorder Deck	1
Video Data Sys	A50083-201		VDS Keyboard	1
Tek-Com		53397	Modem	1

Exhibit 5.3(e)

Governmental Access Production Equipment List

<u>Quantity</u>	<u>Description</u>
2	Panasonic - WV-CS404 All-in-one cameras
2	Panasonic - WV-CU101 Camera controllers
1	JVC - KM1200 4 input video mixer
2	Panasonic - WV-8M900 9" Black and White Monitors
1	Panasonic - WV-Q28 Dual rackmount
1	Panasonic - CT1386vy 13" monitor receivers
1	FEC - RCT1383 Rackmount for 13" monitor
1	DPS - 2201-2t Dual Time Base Corrector (1RU)
1	JVC - SRS365 SVHS VCR
1	FEC - RKS365u Rackslide
2	Panasonic - PWM-5 Wall mounts
2	EVS - 24VAC Power supplies
1	Winstead - V8601 70" Rack (78" total height)
2	Winstead - 85350 Locking louvered metal doors
1	Whirlwind - MS8-0-nr-100 Audio snake
1	Shure - SCM800 8 input Auto audio mixer (1RU)
1	Shure - XLR panel
1	Videonics - TM3000 Titlemaker
1	Middle Atl. - U2 Stationary shelf
1	Winstead - 85094 Sliding shelf
1	Crown - D-75 Amplifier
8	Audio Tech - AT803b Lavalier microphones
2	Winstead - 98700 6 outlet power strips

Exhibit 5.3(f)

Portable Production Equipment List

Quantity Description

- 4 Panasonic AG-196U Camcorders
- 4 Carrying cases for camcorders
- 4 Bogen 3140 Tripods
- 8 Spare camcorder batteries
- 3 Wireless LAV Microphones (NADY)

Hopedale License

Interconnection Appendix

Subject to Section 5.1(d), upon the written request of the Issuing Authority, and subject to the provisions of this section, Licensee shall make reasonable efforts to interconnect a public access channel on the Hopedale cable television system with a public access channel on the cable television systems in any or all adjacent communities which are part of the Blackstone River Valley Heritage Corridor Communities so that audio/visual programming of the Blackstone River Valley Communities' Collaboration may be transmitted to Subscribers in Hopedale. Interconnection of the channels may be accomplished by direct cable connection, microwave link, satellite, or other appropriate method as determined by Licensee. Upon receiving the written request of the Issuing Authority to interconnect a channel, the Licensee shall, within a reasonable of time, initiate negotiations with the cable system operators of the other affected system(s) in order that costs may be shared equally for both constructions and operation of the interconnection link. The Licensee may be granted reasonable extension of time to interconnect upon reasonable petition of Licensee. The Issuing Authority shall withdraw its request for interconnection if Licensee has negotiated in good faith and has failed to obtain an approval from the system or systems of the proposed interconnection, or if the cost of the interconnection would cause an unreasonable increase in subscriber rates or if the system architectures involved are incompatible for any reason. If the Issuing Authority fails to approve or disapprove said request within thirty (30) days, said request shall be deemed to have been granted.

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Hopedale, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Time Warner Cable.

The Town of HOPEDALE, MA

Time Warner Cable

Chairman

Carol A. Hevey

Division President

The Board of Selectmen,
as Issuing Authority

Witnessed By:

Witnessed By:

Date: