

**RENEWAL
LICENSE
November 1, 2004**

**COMMONWEALTH OF MASSACHUSETTS
CITY OF LAWRENCE**

**RENEWAL CABLE TELEVISION LICENSE
ISSUED TO
COMCAST OF MASSACHUSETTS I, INC.**

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City of Lawrence, MA
Term: 11/5/04 -11/4/14 (10 Yrs.)

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal License to operate a cable television system in the City of Lawrence, Massachusetts (hereinafter the "City"), said License having commenced on November 5, 1994;

WHEREAS, Licensee filed a written request for a renewal of its License by letter dated November 27, 2001 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated June 29, 2004;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with the Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the City's Mayor, as the Issuing Authority, finds that the renewal of Licensee's License is appropriate in light of its past performance, its renewal proposal and successful and mutual resolution of compliance-related matters under its current License, with such resolution being the adoption of this renewal License;

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions, as set forth herein.

ARTICLE 1 DEFINITIONS

Section 1.1 - DEFINITIONS

For the purpose of this License, the following words, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. The word "shall" is always mandatory and not merely directory.

Access Channel - A video programming channel which Licensee makes available to the Issuing Authority without cost for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531 and the terms herein.

Access Corporation: The entity designated by the Issuing Authority for the purpose of operating and managing the use of Public Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 United States Code 531.

Affiliate or Affiliated Person: A Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

Basic Service: The lowest service tier other than a pay cable service, distributed over the Cable System which includes without limitation, all Public, Educational and Governmental Access Channels and all broadcast signals, if any, required to be carried on Basic Service pursuant to federal law.

Cable Communications Policy Act of 1984 ("CCPA" or "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Massachusetts General Laws Chapter 166A.

Cable Service: The one-way transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the

selection or use of such programming which Licensee may make available to subscribers generally, in accordance with the Cable Act.

Cable Television System or Cable System - the facility owned, constructed, installed, operated and maintained by Licensee in the City of Lawrence, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title H of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.

City: The City of Lawrence, Massachusetts.

CMR: Code of Massachusetts Regulations.

Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

Division: The Massachusetts Cable Television Division of the Department of Telecommunications and Energy, formerly known as the Massachusetts Community Antenna Television Commission, or its successor agency.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Drop - The coaxial cable that connects a home or building to the Subscriber Network or Institutional Network.

Educational Access: The specific channel assigned by Licensee and the programming thereon on the Cable System which has been allocated for use by the City of Lawrence School

Department, and the use thereof, to present non-commercial educational programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Effective Date: November 5, 2004.

ETP: Educational Telecommunications Program of the Lawrence Public Schools

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

Franchise Fee: The payments to be made to the Issuing Authority, the City of Lawrence, any other government subdivision such as the Educational Telecommunications Program of the Lawrence Public Schools, or a Non-profit Access Corporation designated by the Issuing Authority to manage/operate the Public Access and Government Channels, which will have the meaning as set forth in Section 622(g) of the Cable Act.

Government Access Channel: The specific channel assigned by the Licensee and the programming thereon on the Cable System which has been allocated for use by the City of Lawrence, the Issuing Authority or its designee(s), and the use thereof, to present non-commercial programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues: Revenue received by the Licensee from the operation of the Cable System in Lawrence for the provision of Cable Services including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues

shall only include the revenue of Affiliates and/or Persons relating to the provision of Cable Services over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to the provision of Cable Service. Gross Annual Revenues shall not include bad debt that is written off in accordance with Generally Accepted Accounting Principals.

Institutional Network ("I-Net"): The existing separate network owned and maintained by the Licensee for the exclusive use of the Issuing Authority, its designees and/or other City Users.

Issuing Authority: The Mayor of the City of Lawrence, Massachusetts or lawful designee thereof.

Leased Access Channel: Any channel available for lease for programming by persons other than Licensee subject to and in accordance with 47 U.S.C. 532.

Licensee: Comcast of Massachusetts I, Inc. or any successor or transferee in accordance with the terms and conditions in this License.

Licensee Fee: The payments to be made by the Licensee to the City of Lawrence, which shall have the meaning set forth in M.G.L.c. 166a, § 9.

Multichannel Video Programming Distributor: A person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

Normal Business Hours: As defined in 47 CFR 76.309 to be 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.

Public Access Channel: Any specific channel(s) on the Cable System which has been allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming other than Educational Access and Governmental Access in accordance with 47 U.S.C. 531 and the terms hereof.

Public, Educational and Government Access ("PEG Access"): The right or ability of any Lawrence residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

Public Way - The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the City of Lawrence, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the City of Lawrence for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

Public Buildings - Those buildings owned or leased by the Issuing Authority for government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

Renewal License or License - Means this Agreement and any amendments or modifications in accordance with the terms herein.

Standard Installation - The standard two hundred (200) foot Drop connection to the existing distribution system.

Subscriber - A Person or user of the Cable System who lawfully receives Cable Service with the Licensee's express permission.

Upstream Channel: A channel over which signals travel to the headend from remote points of origination.

ARTICLE 2

GRANT AND TERM OF LICENSE

Section 2.1 – GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to the terms and conditions set forth herein, the Mayor, as the Issuing Authority of the City, hereby grants a non-exclusive cable television License to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable System within the limits of the City of Lawrence.

Section 2.2 – RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the Public Ways of the City of Lawrence within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services, I-Net services, and other services customarily provided by a cable operator subject to and in accordance with all applicable laws.

Section 2.3 – APPLICABLE LAW

This License is granted under, in compliance with and subject to Chapter 166A of the General Laws and all other lawful general laws and lawful acts of the Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission (“FCC”), as amended, and in compliance with and subject to all other generally applicable municipal, state and federal laws in force and effect during the period for which this License is granted.

Section 2.4 - TERM OF RENEWAL LICENSE

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on November 5, 2004 and shall terminate at midnight on November 4, 2014.

Section 2.5 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by G.L.c. 166A, Section 7, and the regulations of the Division promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application and forms therefore as provided by the Division and on FCC or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any transfer or assignment of License shall, by its terms, be expressly subject to the terms and conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this Renewal License.

(c) The Licensee shall submit to the Issuing Authority four (4) copies, unless otherwise directed, of the License transfer application, including any forms required by state or federal law. Unless otherwise allowed by applicable law, the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. If no action is taken by the Issuing Authority on the application after 120 days, the application shall be deemed approved.

Section 2.6 – NON-EXCLUSIVITY OF LICENSE

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

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

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

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

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

(d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Programming to residents of the City, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the City, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of receipt of a hearing request from the Licensee.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons with reasonable evidence for its determination

of such substantial negative material impact upon the financial viability of the Cable System. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as the Issuing Authority reasonably determines is relevant to the proceeding.

(ii) Should the Licensee demonstrate with reasonable evidence that the Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the City, and the Issuing Authority finds a substantial negative impact upon the financial viability of the Licensee's Cable System in the City, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) As of the Effective Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Distributor(s), which are not in any way an affiliate of the Licensee and are currently providing Programming to residents in the City, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the City.

Should the parties not agree about any matter with regard to this section, the parties reserve their state and federal appellate rights.

Section 2.7 – POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to this License, not specific to Licensee, not specific to this Cable System or not specific to cable operators only. Licensee shall comply with all applicable lawful bylaws and/or ordinances enacted by the City and/or Issuing Authority pursuant to any such powers. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the City's police and regulatory powers may be resolved in a court of competent jurisdiction or other lawfully available forum.

Section 2.8 – REMOVAL OR ABANDONMENT

The parties shall be subject to applicable state and federal laws regarding removal and abandonment of the Cable System including but not limited to 47 U.S.C. 547 and M.G.L. Ch. 166.

Section 2.9 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability and not specific to the Cable Television System, the Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 – AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]

(a) The area to be served shall be those areas of the City of Lawrence that currently have service and any new residential areas with a minimum density of twenty (20) homes per mile in areas served aerially and forty (40) homes per mile in those areas served underground. In the event an area does not meet the above guidelines the Licensee will meet with the Issuing Authority to discuss the feasibility of serving said areas. Service shall continue to be available on every street where dwellings currently have Cable Service available, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984.

(b) Provided Licensee has at least forty-five (45) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee

Section 3.2 – SUBSCRIBER NETWORK

The Licensee shall continue to make available to all residents of the City a minimum seven hundred fifty Megahertz (750 MHz) Cable System, fully capable of carrying at least seventy eight video channels in the downstream direction and currently fed by a hybrid fiber optic coaxial network.

Section 3.3 - INSTITUTIONAL NETWORK

(a) The Licensee shall make available and maintain its existing Institutional Network (“I-Net”) to be utilized by the City, City departments, the Issuing Authority and its designees and the Public Schools, in accordance with the terms herein.

(b) The I-Net shall continue to be capable of transmitting video and audio transmissions from and to those municipal and school buildings identified in ***Schedule 3.3***

(c) The I-Net shall continue to be interconnected to the Subscriber Network at the Headend, Hub-site or other functionally equivalent location (said location to be determined at the sole discretion of the Licensee) in order that PEG Access Programming originating from the municipal and school buildings identified in ***Schedule 3.3*** can be sent upstream on an I-Net channel and then automatically switched to the designated downstream Subscriber Network PEG Access channel. There shall be no charge to the City or its designee(s) for said switching.

(d) The Licensee shall continue to have the sole responsibility for maintaining the Institutional Network from the demarcation point which shall be the modulator output, and shall not include PEG Access and end-user equipment, and City-installed wiring or related devices, which are not under its control or ownership. The Licensee shall maintain the I-Net signal quality, and perform all inspections and performance tests, as prescribed by 47 CFR Part 76 for video signals provided by a cable television system.

(e) The Issuing Authority may continue to use the existing I-Net for a period of one year after the Effective Date for signals other than audio or video, but only for uses and applications in current use on the existing I-Net as of the day prior to the Effective Date, and subject to Licensee reserving the right to charge the Issuing Authority a customary and hourly service charge for actual service calls related to transmissions of signals other than video and audio. The Licensee will continue to maintain the Institutional Network technical standards and performance for one year commensurate with past practices in Lawrence prior to the Effective Date of this License for signals other than video and audio. The Licensee will maintain the Institutional Network for the full term of the License for video and audio signals.

Section 3.4 – SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

(a) The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the City regardless of its geographical location, subject to Section 3.1 above. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for non-standard and customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within two hundred (200) feet of the cable plant for an aerial drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for nonstandard and customized installations. Upon request, subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard drop and such itemization shall disclose the basis for Licensee's deeming the installation non-standard.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within two hundred feet (200 ft.) aerial or two hundred feet (200 ft.) underground of the distribution cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than two hundred feet (200 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws. For installations more than two hundred feet (200 ft.), not involving a hard surface, the first two hundred feet (200 ft.) shall be at the Standard Installation rate. Upon request, subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard drop and such itemization shall disclose the basis for Licensee's deeming the installation non-standard.

Section 3.5 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Licensee shall continue to provide and maintain one (1) free Subscriber Cable Drop and Outlet and Basic Cable Service to all police and fire stations, public schools, public libraries and other City-owned public buildings along the Cable System plant route included in **Schedule 3.5**, attached hereto and made a part hereof. The Licensee shall coordinate the location of

each Drop with each of the aforementioned institutions newly receiving Service and upon request provide reasonable consultation for making new internal wiring compatible with the cable system. The internal wiring shall be the responsibility of the institution. There shall be no costs to the City or any designated institution for the installation and provision of monthly Basic Service and related maintenance. Municipal and School buildings already having more than one Subscriber Cable Drop or Outlet will continue to receive same in accordance with the terms of this section.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the City, if necessary for the reception of monthly Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the City shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority, weather conditions permitting.

Section 3.6 – 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 unnecessary damage to trees whether on public or private property in the City and shall cut or otherwise prune such trees only to the least extent necessary. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all lawful generally applicable rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City.

Section 3.7 – UNDERGROUND WIRING OF UTILITIES

In areas of the City having both telephone lines and electric utility lines underground, whether required by ordinance or not, all of Licensee's cable and wires shall be underground. Licensee shall comply with all applicable state laws and regulations concerning Massachusetts "DIG-SAFE" requirements and lawful laws bylaws and/or ordinances of general applicability concerning street openings and grants of locations. In the event Licensee is provided reasonable notice of the excavation or trenching of a public way for purposes of conduit and/or equipment

installation, it shall be Licensee's obligation to locate its conduit and equipment in said excavation or trench where possible; provided that such underground locations are capable of accommodating the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality. Licensee shall receive the same benefits and treatment as the power and telephone utilities.

Section 3.8 – PEDESTALS AND VAULTS

In any cases in which vaults, housing devices or pedestals are to be utilized, in the City Public Ways or within the City public layout, such equipment must be in accordance with applicable lawful Public Works Department, or similar department, regulations. In any event, Licensee will comply with City lawful ordinances or by-laws and regulations of general applicability with respect to the foregoing. This provision shall not apply to vaults, housing devices or pedestals currently in use as of the Effective Date.

Section 3.9 – PRIVATE PROPERTY

Licensee shall be subject to all lawful laws, ordinances, bylaws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the City. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 3.10 – RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, surface, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as is reasonably possible as soon as possible, subject to the lawful requirements of the City's Department of Public Works or their designee. Such street restoration shall be in accordance with the lawful generally applicable requirements of the Department of Public Works. If the Licensee fails to make such restoration within a reasonable time, the City may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the

time specified, the City may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the City.

Section 3.11 – COOPERATION WITH BUILDING MOVERS

(a) The Licensee shall, upon ninety (90) days written request of any person holding an appropriate permit issued by the City, temporarily raise or lower its lines to permit the moving of any building or other structure, so long as other comparable utilities are subject to similar requirements. The expense of such raising or lowering shall be in accordance with applicable law or if applicable law does not specify such expense, by the party requesting such relocation.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

Section 3.12 – RELOCATION OF FACILITIES

(a) The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the City for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

(b) Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

Section 3.13 – RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the City at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The City shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

Section 3.14 – SERVICE INTERRUPTION; REBATES

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use. Rebates for

service interruptions shall be in accordance with Section 7.5 of this Renewal License and applicable law, including FCC customer service regulations.

Section 3.15 – CONSTRUCTION AND MAINTENANCE STANDARDS

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the City, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Issuing Authority, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

Section 3.16 – RIGHT OF INSPECTION

The Issuing Authority and/or its designee(s) shall have the right 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 this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

Section 3.17 – EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the City shall have the right to do so at the sole cost and expense of Licensee, provided however that, wherever reasonably possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment, with said notice not being subject to the formal notice requirements of Section 8.6. Licensee shall have the right to seek and be eligible for, where applicable, reimbursement under any applicable government program providing for reimbursement.

Section 3.18 – EMERGENCY ALERT SYSTEM

The Licensee shall provide an emergency audio alert system that shall comply with the FCC's Emergency Alert System ("EAS") regulations and applicable Massachusetts Emergency Management Agency regulations if any.

ARTICLE 4 RATES AND PROGRAMMING

Section 4.1 – INITIAL RATES

The initial rates for all programming, installation and equipment which are in effect on the Effective Date of this License are listed in **Schedule 4.1** attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

Section 4.2 – RATE RE-REGULATION

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

Section 4.3 – PROGRAMMING CATEGORIES

In accordance with applicable law, Licensee has offered and shall provide the following cable services:

- (a) The broad categories of broadcast stations, satellite services and other cable services set forth in **Schedule 4.3** attached hereto;
- (b) All PEG Access channels required by Article 5 (Community and PEG Access Programming) of this License.

Section 4.4 – LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee. Upon request, Licensee shall provide interested persons a copy of its current leased access policy (a sample policy is attached as **Schedule 4.4**) with current rates and terms for commercial leased access.

Section 4.5 – STEREO TV TRANSMISSIONS

All commercial and satellite signals received by Licensee in stereo shall be cablecast in stereo.

Section 4.6 – CHANNEL LINEUP

Licensee shall notify the Issuing Authority and subscribers, 30 days in advance, of a substantial change in programming services in accordance with applicable law. Any such notification shall comply with state and federal guidelines as to the means of such notification.

Section 4.7 – REMOTE CONTROLS

Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 4.8 – EXTERNALIZATION OF PEG AND I-NET RELATED CAPITAL COSTS

Any externalization or pass-through of franchise related costs will be done in accordance with FCC regulations.

**ARTICLE 5
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

**Section 5.1 – ESTABLISHMENT OF AN ACCESS CORPORATION AND
RELATED MATTERS**

(a) Within one hundred and twenty (120) days of the Effective Date hereof, the Issuing Authority shall designate a non-profit charitable corporation, known as an Access Corporation (hereinafter “Access Corporation”) to assume responsibility for the provision of Public and Governmental Access programming, facilities and equipment for the residents of the City, pursuant to the provisions of Article 5 herein. The Access Corporation will assume actual responsibility for Public and Governmental Access programming and for management of the City’s access studio one hundred and twenty (120) days after the Effective Date. At the conclusion of the 120 day transition period the Licensee will have no further operational and programming responsibilities for PEG Access in Lawrence, except as may otherwise be specifically provided herein. During this 120 day transition the Licensee will continue to manage the operational and programming responsibilities for PEG Access in Lawrence as it does today for a period of 60 days. During those first 60 days the studio will continue to be available for 40 hours per week and staff support will also be available for the same 40 hours. Staff support may include contract help as well as Comcast employees. For the remaining 60 days of the transition period the Licensee will provide similar support for 20 hours per week. In the event the City accepts control of PEG Access sooner than 120 days the Licensee will continue to provide 20 hours of technical support per week until the 120th day if the Issuing Authority makes a written request for such continued support.

(b) The Licensee shall make available for use by the Issuing Authority and/or its designee(s) three full-time Downstream Channels for PEG Access purposes on the Subscriber Network. There shall be no charges and/or costs to the Issuing Authority, the City, and/or program originators for such capacity. The Licensee shall not change said channel locations, without the advance, written notice to the Issuing Authority

(c) 120 days after the Effective Date of this Renewal License said public and government access channels shall be under the management of the Access Corporation, subject to public and municipal access rights in accordance with the federal Cable Act, 47 U.S.C. 531 and the terms

hereof. The educational access channel shall be under the management of the Lawrence School Department for non-commercial educational and school-related programming and subject to such reasonable operating rules as the Superintendent of Schools or his/her designee(s) may adopt. The Government Access channel shall be operated by the Access Corporation subject to lawful Issuing Authority editorial control and use of municipal access equipment. The access channels may include acknowledgments of support and underwriting, consistent with the standards applicable to non-profit public broadcasting stations. Licensee shall continue to be responsible for providing, maintaining and replacing as needed the necessary equipment at the headend or the hubsite to provide the modulation needed at those sites for said three access channels.

(d) Residents of the City, and organizations based in the City, shall have the right to produce programming on the public access channel, and shall have access to facilities and equipment, upon completion of a training program, or upon certification of proficiency by Access Corporation staff, and shall have access to training. The foregoing shall be subject to lawful rules, if any, established by the Access Corporation, with consultation of the Issuing Authority. Public use of the access facilities and channels shall be on a first come first serve non-discriminatory basis subject to non-discriminatory and customary station scheduling practices and lawful standards.

(e) Licensee shall transfer title to the existing studio equipment to the new Access Corporation, for Access Corporation ownership and use at the studio located at a location to be determined. The transfer of said equipment as listed in **Schedule 5.1** will be completed 120 days or earlier if the access transition occurs sooner subsequent to the Effective Date of the Renewal License by way of a bill of sale agreement for the amount of \$1.00.

Section 5.2 - SUPPORT FOR EDUCATIONAL ACCESS: LAWRENCE PUBLIC SCHOOLS EDUCATIONAL TELECOMMUNICATION PROGRAM

(a) Licensee shall, on or before March 1 of each year during the term of this License make a payment equal to 2% of its gross annual revenues for the prior calendar year to the Educational Telecommunications Program of the Lawrence School Department ("ETP"). Such payments shall be considered as part of Licensee's franchise fee commitments and shall be included in the franchise fee for the purposes of any applicable federal limitation on franchise fees.

(b) Any payments to the ETP shall be used to support the operation and utilization of an educational telecommunications program centered around use of the cable System and may include, but not be limited to, such items as audio-visual equipment, salaries and benefits of personnel associated with educational media, telephone and other administrative costs, data transmission, rental of space for ancillary equipment to be used in conjunction with the program and other cable-related activities. If upon review of the annual report of the ETP as required under this License, Licensee determines that the use of the funds, or a portion thereof, has not been appropriate, Licensee may request a hearing before the Issuing Authority on this matter. If the Issuing Authority agrees with the Licensee, he/she shall take measures to see that such funds are expended appropriately in the future. If upon receiving a subsequent annual report required under this License, Licensee again determines that the use of said funds, or a portion thereof, has not been appropriate, Licensee may request an additional hearing before the Issuing Authority. If the Issuing Authority agrees with Licensee's determination, it may direct Licensee to make payments due under this License directly to a non-profit Corporation, which shall, under contract with the City, provide educational access services. Such Corporation shall be required to expend such funds exclusively to support educational access. If the Issuing Authority disagrees with the Licensee concerning the appropriateness of the use of funds, the matter shall be referred to the Commission, or other arbiter agreeable to the parties, whose decision on the appropriateness of expenditures shall be binding.

(c) To further support the Educational Telecommunications Program, the Licensee shall make a payment of Fifty Thousand Dollars (\$50,000), on or before November 5, 2005. These funds shall be used for capital expenditures. The first \$30,000 of any costs incurred by the Licensee establishing a connection for video origination to the new Lawrence High School at 70 North Parish Road shall be paid by the School Department from this capital prior to any such connection. If that connection cost exceeds \$30,000, the balance will be passed through to Subscribers according to applicable law.

(d) Should Licensee fail to timely make any payment under clauses (a) and (c) above, and should such failure continue for a period of 10 days from written notice thereof, then it shall additionally be charged an interest penalty which shall accrue from the date payment is originally due at an annual rate not to exceed the prime rate of interest then current at the Chase Manhattan

Bank of North America plus two percent. Payment of this interest penalty shall not preclude, prohibit or delay any other remedy available to the Issuing Authority under applicable law.

(e) On or about March 15 of each year following the execution date of this License, the Lawrence School Department shall supply a report to Licensee and the Issuing Authority, certified by the chief financial officer of the School Department, specifying how operating and capital funds received in the prior calendar year have been spent and providing an overview of the Educational Telecommunications Program.

(f) Licensee shall make available (1) downstream channel on the subscriber network for educational access programming to the Lawrence Public Schools and to the subscribers. Said channel will be one of the three channels referenced in Section 5.1 (b).

(g) If any section, sentence, paragraph, term or provision of this Section 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 that any or all of the funding provided by Licensee to the Educational Telecommunications Program becomes unavailable, then the Issuing Authority shall have the right to direct the Licensee to make payments equal to those which have been nullified, to a non-profit corporation. Such payments, however, shall be subject to the same terms and conditions provided for in this License with respect to ETP, including the provisions that payments to ETP shall not, when added to all other franchise fees paid by Licensee, exceed the 5% limitation provided by law.

Section 5.3 - PUBLIC ACCESS CORPORATION OPERATING AND CAPITAL SUPPORT

(a) The Licensee shall provide a payment of One Hundred Fifty Thousand Dollars (\$150,000) annually to the Issuing Authority through its designee (Lawrence Community Access Television, Inc.) to be used by the Access Corporation for, among other things, salary, operating and other related expenses connected to Public and Government Access programming and operations. The One Hundred Fifty Thousand Dollars (\$150,000) will be paid in quarterly installments of Thirty Seven Thousand Five Hundred Dollars on February 15th, May 15th, August 15th and November 15th. The first payment on May 15th will be prorated to provide for the period during the preceding quarter when the Access Corporation was in control and will be

reduced by any amounts Licensee paid to support and operate the Access Studio during the same period.

(b) Licensee shall provide a total capital payment of Three Hundred Thousand Dollars (\$300,000) to the Issuing Authority, through its designee (Lawrence Community Access Corporation, Inc.) to be used by the Access Corporation for the purchase of Access equipment and or facilities. All equipment purchased with these funds will be owned, operated and maintained by the Access Corporation. Said payments, shall be paid by Licensee as follows:

On 1/02/05, Fifty Thousand Dollars (\$50,000); and

On or before 2/05/05, One Hundred Fifty Thousand Dollars (\$150,000); and

On or before 11/05/05, Twenty-five thousand Dollars (\$25,000); and

On or before 11/05/06, Twenty-five thousand Dollars (\$25,000); and

On or before 11/05/08, Twenty-five thousand Dollars, (\$25,000); and

On or before 11/05/10, Twenty Five thousand Dollars, (\$25,000).

(c) The Access Corporation shall provide services to Public and Government access users as follows:

(1) Operate the studio and schedule, operate and program the Public and Government Access Channels as provided in accordance with this Article 5;

(2) Manage the annual funding provided;

(3) Purchase and/or lease equipment, with the funds allocated for such herein;

(4) Conduct training programs in the skills necessary to produce PEG Access Programming and assist the School Department with development of courses and training;

(5) Provide technical assistance and production services to PEG access users;

(6) Establish rules, procedures and guidelines (with consultation with the Issuing Authority or its designee) for use of the Public and Government Access Channels;

(7) Provide publicity, fundraising, outreach, referral and other support services to Public and Government Access Users;

(8) Assist Users in the production of Programming of interest to Subscribers and focusing on City issues, events and activities; and

(9) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public and Government Access Channels, facilities and equipment as appropriate and necessary including development of and training in cable and media-related technologies useful to the City and general public.

(d) Licensee shall transfer ownership of existing studio equipment as listed in **Schedule 5.1**. Licensee makes no warranties or representations that will apply after the transfer of the equipment (with respect to the condition of said Existing Equipment) and Issuing Authority acceptance of equipment will be “as is,” however, Licensee shall reasonably maintain and repair such equipment prior to transfer to the Access Corporation such that said equipment is in good working order. Licensee shall, after the transfer of title for consideration, have no further responsibility for said existing equipment, including, but not limited to repairs, License fees, and insurance etc. The foregoing equipment shall be owned by the Access Corporation, but for use of the public and City.

(e) Any manufacturer’s transferable warranties and existing manuals that Licensee has with respect to existing studio equipment transferred to the Access Corporation shall be transferred to the Access Corporation.

(f) Upon request of the Issuing Authority, up to fifty thousand dollars (\$50,000.00) of the first two hundred thousand dollars (\$200,000) of capital in Section 5.3(b) shall be earmarked to equip the City Council Chambers in Lawrence City Hall with a remote controllable equipment package in order to cablecast meetings live, which shall be jointly implemented by the Issuing Authority and Access Corporation.

(g) Licensee shall be responsible for the technical maintenance and signal quality of such downstream and upstream local channel transmissions notwithstanding the fact that Licensee is not responsible for the production quality of public, educational or government access productions nor is Licensee responsible for the access equipment not owned by Licensee. Signal transmission quality on such channels shall be commensurate with those, which apply to Licensee's regular commercial channels and Licensee shall upon request provide copies of FCC signal quality proofs of performance with respect to the access channels.

(h) During the one hundred and twenty day period prior to the Access Corporation's assumption of responsibility the Licensee will continue to operate the Lawrence Access operation consistent with past practices. The Licensee will have personnel available to staff the studio and

facilitate the transfer to the Access Corporation but reserves the right to satisfy said need for staffing by utilizing any of its existing personnel or qualified contract labor. Such personnel shall be available to assist in overseeing the studio relocation, including disconnecting and reconnecting equipment, at the time of equipment relocation, which shall take place during such 120 day transition. The actual moving of said equipment will be the responsibility of the Issuing Authority or its designee and shall be funded out of the capital provided in Section 5.3.

(i) Should Licensee fail to timely make any payment required under Section 5.3 of this Renewal License, and should such failure continue for a period of 10 days from written notice thereof, then it shall additionally be charged interest which shall accrue from the date payment is originally due at an annual rate not to exceed the prime rate of interest then current at the Chase Manhattan Bank of North America plus two percent. Payment of this interest charge shall not preclude, postpone or delay any other remedy available to the Issuing Authority under applicable law.

(j) To assure the ability of the City's public schools to distribute educational programming (video) to and from school buildings, the cable system design shall be such that the primary educational access channel shall be capable of transmitting educational programming specifically from those Lawrence public schools listed on **Schedule 3.3** to other Lawrence public schools on that same exhibit or to the Subscriber Network.

(k) Licensee agrees to "grandfather," that is to continue or not to remove, as applicable, any access equipment, modulators or facilities actually provided as of the expiration of the prior License, except where such removal of equipment or facilities is necessary for technical or safety reasons, and is replaced by equipment with equivalent or better capability, or as otherwise consented to by the Issuing Authority. Notwithstanding any omission to expressly assign title or ownership of equipment to the Issuing Authority, if by any prior License or prior agreement title and ownership of any particular access equipment or facilities has been or was required to be assigned to the Issuing Authority, the Lawrence School Department or other municipal agency, nothing in this License shall rescind such assignment of title or ownership to the Issuing Authority, Lawrence School Department or other municipal agency.

Section 5.4 - MISCELLANEOUS ACCESS CORPORATION MATTERS

(a) On or about the close of its fiscal year, the Access Corporation shall provide the Issuing Authority with an annual report describing studio activity and expenditures, not for Issuing Authority approval, but for Issuing Authority information and advisory consultation. Upon request from Licensee said report shall be annually copied to Licensee or earlier (after filing with Issuing Authority).

(b) The Issuing Authority and/or Access Corporation may require members of the public to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the City, Licensee and Access Corporation harmless for same, subject to Cable Act and FCC requirements and neither Licensee, Access Corporation nor the Issuing Authority are intended to engage in pre-screening of public access program content except that Access Corporation previewing may be necessary where the Access Corporation has credible advance knowledge of unlawful programming, if authorized by Access Corporation rules. It is the intent of the parties that producers be on notice that neither the Licensee nor the Issuing Authority assume editorial responsibility for such individual's local productions and therefore are not liable for the errors, if any, of such individual local access producers.

(c) It is the intent of the parties that following formation of the Access Corporation, said Access Corporation shall apply to the Internal Revenue Service for tax exempt status as a charitable non-profit corporation.

(d) To inform the public about use of the local studio facilities and channels, the Access Corporation shall conduct periodic outreach to publicize same, including reasonable cablecasting notice of the availability of the equipment, facilities and of training.

(e) Upon creation of the Access Corporation, the Access Corporation will be responsible for covering regularly scheduled City Council and municipal meeting coverage shall be available for live cablecasting over the access channels of other cable operators licensed to provide service in Lawrence, if any, however, as a condition of the foregoing, Licensee may require such other cable Licensee, if any, to pay the incremental costs resulting from the channel interconnection necessary for such cablecasting.

(f) The Access Corporation shall provide copies of the Form PC and attachments, submitted to the Massachusetts Attorney General's Office, to the Issuing Authority and the

Licensee on or before April 15 of each year. In addition to Form PC the Access Corporation will submit additional supporting data as to the Access Corporation's accomplishment of responsibilities outlined in Section 5.4 (a).

(g) If upon review of the Form PC and attachments, the Issuing Authority or the Licensee determines that the use of the funds, or a portion thereof, has not been appropriate, The Issuing Authority or Licensee may request a hearing before the Issuing Authority on this matter. If the Issuing Authority and the Licensee agree, The Issuing Authority shall request the Access Corporation to take measures to see that such funds are expended appropriately in the future. If upon receiving a subsequent annual report required under Section 5.4(a) of this License, Licensee and Issuing Authority again determine that the use of said funds, or a portion thereof, has not been appropriate, an additional hearing will be held. If the Issuing Authority and Licensee's determination is that the same infractions still exist the Issuing Authority may direct Licensee to make payments due under Section 5.3 (a) of this License directly to a different non-profit access corporation which shall, under contract with the City, provide access services. The Lawrence Community Access Corporation, Inc. will transfer its assets and liabilities to the new non-profit corporation in a timely manner.

Section 5.5 – ARCHIVING

Upon request of the Issuing Authority or his designee, Licensee shall exercise best efforts to transfer to the Issuing Authority archived videotapes in its possession if pertaining to Lawrence and its history, subject to applicable copyright laws.

Section 5.6 - SYSTEM DESIGN

Licensee shall maintain headend equipment to process the upstream PEG signals and to automatically switch such signals on the designated public, education, and municipal access cable channels. The Access Corporation and/or the Lawrence School Department will, however, be responsible for scheduling, manually switching, and transmitting of their respective access programming on these channels. The Access Corporation and or Lawrence School Department shall continue to provide and maintain, and replace if necessary, their respective access channel video modulators and demodulators as provided by Licensee as of the expiration of the current License except as provided in Section 5.1(c) with respect to the headend or hubsite.

Section 5.7 - ADDITIONAL ACCESS OBLIGATIONS

(a) As a condition of its funding, the Access Corporation shall use diligent efforts to operate the studio not less than thirty (30) hours, per week for Lawrence public and governmental access, including evening and weekend hours, with not less than twenty-five (25) hours being actual studio operation hours.

(b) Access Corporation shall use reasonable efforts to maintain and replace existing studio equipment for use of Lawrence residents and organizations, as needed to assure that the studio equipment is maintained at an industry performance level customary and usual for such equipment.

(c) The Access Corporation and the Issuing Authority, or its designees, shall meet from time to time, upon the request of either party, to discuss and cooperatively implement the terms hereof.

(d) Public and governmental access programming from the access corporation studio or other such access programming may be retransmitted over the access channels of other Licensees, if any.

Section 5.8 – RECOMPUTATION

(a) Tender or acceptance of any payment made pursuant to Section 5.2 and/or Section 5.3 shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the payments are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have fifteen (15) business days after a request from the Issuing Authority to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the City, such fee

shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit in an amount not to exceed Three Thousand Dollars (\$3,000.00).

Section 5.9 - PEG ACCESS CABLECASTING

(a) Prior to the expiration of the 120 day transition period the Issuing Authority will designate a new location for their Access Studio. The connection of that studio to the headend will be done at the expense of the Issuing Authority using funds from the capital grants in Section 5.3. The Licensee shall, within a reasonable period of time after a written request by the Issuing Authority, provide a written estimate of the projected total cost of the connection to the headend to the Issuing Authority and shall in good faith discuss the specifics of such estimate(s) and less costly alternatives, if any, with the Issuing Authority and its representative(s). If possible, Licensee shall complete such connection within three (3) months, provided that if such time frame is not possible, the Licensee shall not be required to complete said extension of the Institutional Network or one-way video link earlier than six (6) months from the date of the above referenced written notice to the Licensee.

(b) The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

Section 5.10 –ADDITIONAL FUNDING OF CABLE RELATED NEEDS

During the term of this License, the Issuing Authority may at his or her discretion request an additional annual payment of 0.25% of the Licensee's Gross Annual Revenues. This request must be made in writing and be received a minimum of sixty (60) days before the anniversary date of this Renewal License. Having received such request, the Licensee shall implement the 0.25% increase no later than January 1 in the calendar year following such request. Payments to the Issuing Authority will commence on May 15th of the next calendar year and continue quarterly, payable forty-five (45) days after each calendar quarter. The Issuing Authority may use this additional funding for cable related needs of the community to include, but not be limited to, PEG Access or technology development. The Issuing Authority may make the request for this increase only once during the term of this License.

ARTICLE 6

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 – CUSTOMER SERVICE

(a) The Licensee shall maintain a publicly listed, toll free, customer service number for the general purpose of serving customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The Licensee further agrees to maintain and operate an office as set forth below.

(b) Licensee shall maintain and operate a business office reasonably convenient for Lawrence subscribers for general purposes including accepting payments and receiving and resolving all complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The business office shall be open for walk-in business during normal business hours. Licensee shall in addition contract to maintain a bill payment center within the City of Lawrence, which bill payment center may be operated by a third party under contract to receive and process said bill payments. Licensee shall continue its contract with a business in Lawrence to serve as a payment center. In the event that the current contract with the payment center is terminated, Licensee shall make diligent efforts to enter into a contract with another business located in City for the purpose of serving as a payment center.

Section 6.2 – TELEPHONE ACCESS, INSTALLATIONS, OUTAGES AND SERVICE CALLS

(a) Licensee shall maintain a call center, with trained customer service personnel, to receive and log service calls and complaints. Licensee shall comply with the FCC standards regarding response to customer phone calls, which are attached as **Schedule 6.2** and made a part hereof. Licensee's employees shall be informed how to respond in case of emergencies requiring standby technicians. Licensee shall call on standby personnel when it is evident that the complaints received are indicative of an outage as described in Section 6.4 (g). Licensee agrees to be bound by the customer services obligations adopted by the FCC in 47 C.F.R. § 76.309(c), as they may hereafter be amended, a copy of which is attached as Schedule 6.2.

(b) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis. A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

Section 6.3 - CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours per day, seven (7) days per week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days per week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 6.4 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Lawrence residents who request Service within seven (7) calendar days of said request; however the foregoing shall not be applicable in the event the subscriber cannot schedule an installation within said seven day period. Underground installations shall be completed as expeditiously as practicable and the Licensee shall exercise best efforts to complete such underground

installations within twenty one (21) days, weather permitting, assuming the necessary permits have been granted and there are no non-standard factors.

(b) In arranging appointments for either Cable Television installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service call will occur during reasonable time slots of no more than four hours in duration.

(c) The Licensee shall make installation and service calls to its Subscribers from at least 9:00 AM to 7:00 PM, daylight permitting, Monday through Friday and from 9:00 AM to 1:00 PM on Saturday.

(d) For all requests for service or repair that are received during Normal Business Hours, the Licensee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00 P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(e) A Subscriber complaint or request for service received after Normal Business Hours, as defined by the FCC's customer service standards, shall be acted upon the next business day. At that time, they are to be handled as prescribed in (d) above for a request received at the start of business.

(f) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, and/or (ii) An outage as described in 6.4(g).

(g) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(h) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 6.5 – MINIMUM SUBSCRIBER INFORMATION

Licensee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales materials shall clearly disclose the price and other information concerning Licensee's lowest cost basic service. Such information shall include but not be limited to the following:

(a) All service and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning the utilization of video cassette recorders (VCRs) with cable services(s), including the cost for hooking up VCRs so that they function as manufactured, and any other associated VCR costs or charges.

(d) Written information concerning the availability of special equipment such as VCR kits, A/B switches, and lockboxes and all other equipment notifications contained in 207 CMR 10.00 et. seq.

(e) Written information concerning privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service.

Section 6.6 – PARENTAL CONTROL

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, the Licensee shall provide subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge subscriber for use of said box.

Section 6.7 – BILLING AND TERMINATION PROCEDURES

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Schedule 6.7**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Security deposits.

Section 6.8 – VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate. Subscribers may be charged for unreturned equipment.

Section 6.9 – BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will resolve each dispute within thirty (30) working days of receiving notification from the subscriber. The subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the subscriber for failure to pay bona fide disputed bills, or portions thereof, upon notice of said dispute.

Section 6.10 – PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or user of the Cable Television System and shall not violate such rights through the use of any device or signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 6 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative

security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

Section 6.11 – PRIVACY

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 6.12 – POLLING BY CABLE

No poll of a Subscriber or user shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

Section 6.13 – INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 6.14 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Licensee shall make available for inspection by a subscriber at a reasonable time and place all personal subscriber information that Licensee maintains regarding said subscriber.

(b) A subscriber may obtain from Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.

(c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related

inquiries about the handling of subscriber information, shall be directed to Licensee's Manager of Government Affairs.

Section 6.15 – MONITORING

(a) Neither the Licensee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, signal, input device, or subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 6.16 – EMPLOYEE IDENTIFICATION CARDS

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

Section 6.17 – TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this License.

Section 6.18 – NON-DISCRIMINATION

Licensee shall not unlawfully discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination. This section 6.18 shall not affect the right of Licensee to offer discounts or engage in other marketing or promotions.

Section 6.19 – MUNICIPAL ACCESS TO LICENSEE’S SURVEY MATERIALS

In the event the Licensee surveys the Lawrence subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon written request of the Issuing Authority share the results of its programming surveys so long as the Licensee does not consider the questions and/or the results proprietary.

Section 6.20 – PERIODIC REVIEW

The Issuing Authority and the Licensee shall periodically review the provisions of this Article 6. The Article may be amended periodically by written agreement of the Issuing Authority and the Licensee.

ARTICLE 7 LICENSE ADMINISTRATION

Section 7.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee (in accordance with Section 9.1).

Section 7.2 – INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the City, its officials, boards, commissions, committees, 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, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed provided that this indemnification shall not extend to negligence of the City and its officials, boards, commissions, committees, agents and/or employees. Upon receipt of notice in writing from the Issuing Authority within ten business days of the Issuing Authority's receipt of a claim or action pursuant to this section, the Licensee shall at its own expense defend any action or proceeding against the City in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable System.

Section 7.3 – INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to applicable law, with the City as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the City and the Licensee from and

against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

Section 7.4 – PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the City, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts of Twenty Five Thousand Dollars (\$25,000). In the event of any substantial upgrade or rebuild undertaken during the term of this License, the Licensee will increase the bond to Fifty Thousand Dollars (\$50,000) and upon completion of such upgrade or rebuild the bond will reduce to \$25,000. Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any material term and/or condition contained herein, the amount thereof shall be recoverable from said

performance bond by the City for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more material provisions of this License, the City shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the City as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the City that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License except that whatever amounts may be collected under any bond shall be credited toward whatever total damages may be determined and shall satisfy such claim only to the extent of such monies actually collected.

Section 7.5 – SERVICE INTERRUPTIONS

In the event that the Licensee's service to any subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such subscriber a credit upon request, equal to that portion of the service charge due for the period of the outage, credited during the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. In the instance of an individual subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the subscriber.

Section 7.6 – PERFORMANCE EVALUATION SESSIONS

(a) The Issuing Authority may at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with a minimum of thirty (30) days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee

on any aspect concerning the construction, installation, operation or maintenance of the Cable System pursuant to this Renewal License. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the City and which are not considered proprietary by Licensee. Licensee agrees to meet with City Counsel to discuss the reasons why it considers such materials to be proprietary.

(b) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If inadequacies are found which result in a violation of any of the material terms and conditions of this Renewal License, the Licensee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, in accordance with Section 9.1.

Section 7.7 – LICENSE FEE ENTITLEMENT

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a License fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this Section, shall be calculated on the last day of each year unless some other date is required by law.

(b) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include the (i) PEG Access annual operating funding (Section 5.3 (a)), (ii) the ETP annual operating fund (Section 5.2 (a)), (iii) any Additional Funding for Cable Related Needs if requested by the Issuing Authority (Section 5.10) and (iv) all amounts within the definition of “franchise fee” under federal law including state and federal fees, but shall not include the following: (i) the PEG Access Equipment/Facilities funding herein (Section 5.3(b)) and/or (ii) the ETP Capital funding in Section 5.2 (c).

Section 7.8 – SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written as well as a record of verbal complaints it receives on file in its local business office in accordance with applicable state regulations. Subject to privacy

restrictions required under applicable law, the Issuing Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice.

Section 7.9 – SUBSCRIBER COMPLAINT REPORT

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Division, of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

Section 7.10 – INDIVIDUAL COMPLAINT REPORTS

Upon the written request of the Issuing Authority the Licensee shall within ten (10) business days after receiving such a request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken by the Licensee.

Section 7.11 – QUALITY OF SERVICE

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 cite specific facts which cast such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s) and any efforts to remedy the problem if the problem is within the control of the Licensee.

Section 7.12 – SERVICE INTERRUPTION REPORT

Licensee shall submit, on a form prescribed by the Division, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.11 Subscriber Complaint Report herein.

Section 7.13 – FINANCIAL REPORTS

Pursuant to G.L.c. 166A, Section 8, the Licensee shall file annually with the Division, on forms prescribed by the Division, a statement of its revenues and expenses for official use only. A financial balance sheet, and a statement of ownership shall be filed with the Division and, upon written request, the Issuing Authority on forms required by the Division. Such statements and balance sheets shall be sworn to by the person preparing same and by an authorized financial representative of the Licensee. Licensee shall also submit revenue statements together with payments in accordance with Section 5.1(b).

Section 7.14 – NUMBER OF SUBSCRIBERS

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers, which may be included as part of the annual franchise fee payment under MGL ch. 166A, s.8.

Section 7.15 – LINE EXTENSION REPORT

The Issuing Authority may require Licensee to submit a report detailing the areas in the City in which the Cable System has been extended during said reporting period, the dates of said extensions and the number of households capable of receiving cable service(s).

Section 7.16 – REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L.c. 166A, Section 4, or any other rights available to the Licensee.

Section 7.17 – CABLE ADVISORY COMMITTEE

The Issuing Authority may appoint a Cable Advisory Committee and delegate to said Committee such functions as are lawful and customary.

Section 7.18 – INVESTIGATION

Subject to applicable law and regulation, the Licensee shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a City governmental agency; provided however that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with obligations pursuant to this Renewal License.

ARTICLE 8 GENERAL PROVISIONS

Section 8.1 – LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the City of Lawrence, on the other hand.

Section 8.2 – 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 instrument in writing executed by the parties.

Section 8.3 – CAPTIONS

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

Section 8.4 – SEVERABILITY

If any section, sentence, paragraph, term or provision of this 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 thereof, all of which shall remain in full force and effect for the term of this License.

Section 8.5 – FORCE MAJEURE

If for any 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. Unless further limited elsewhere in this License, the term “force majeure” as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the

Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; the unavailability of essential materials; environmental restrictions or any other cause or event not reasonably within the control of the disabled party.

Section 8.6 – NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to the Licensee.

City of Lawrence
Office of the Mayor
200 Common Street
Lawrence, MA, 01840

With copies to City Attorney at same address as above

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Director of Government & Community Relations
4 Lyberty Way
Westford, MA 01886

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs

1500 Market Street
Philadelphia, PA 19102

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

Section 8.7 – REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device to allow said subscriber to choose between cable and non-cable television reception.

Section 8.8 – SUBSCRIBER TELEVISION SETS

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

Section 8.9 – COST OF PUBLICATION

Licensee shall, upon written request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute, a maximum of fifteen (15) copies of the License.

Section 8.10 – JURISDICTION

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

Section 8.11 - PRICES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in

accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

**ARTICLE 9
DETERMINATION OF BREACH-LIQUIDATED DAMAGES-
LICENSE REVOCATION**

Section 9.1 - DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions 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 either to:

(a) respond to the Issuing Authority in writing and such response may contest the Issuing Authority's assertion of default and in any event shall provide such information or documentation as may be necessary to support the Licensee's position; or

(b) 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 or any other means which can be utilized to verify the mailing date, at twenty-one (21) 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.

(c) 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 his or her designee(s) 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 the 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 of the following remedies:

- (i) Seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) Assess liquidated damages in accordance with the schedule set forth in Section 9.2 below;
- (iii) Commence an action at law for monetary damages;
- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 9.3 below and applicable law;
- (vi) Invoke any other lawful remedy available to the City.

Section 9.2 - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 9.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 9.1(c) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(2) For failure to fully activate, operate and maintain the Institutional Network in accordance with Article 5 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2 herein, Three Hundred Seventy-five Dollars (\$375.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access Programming and equipment provisions in accordance with the timelines in Article 5 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 6.2 *infra*, and schedule 6.2 attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network and/or Institutional Network Drops and/or Outlets in accordance with Section 3 herein and/or Schedule 5.3, Fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 9.3 - TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 9.1 and 9.3^{above}; (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 the Renewal License. In the event of any termination, the City shall have all of the rights provided in the Renewal License. In the event of termination the City and Licensee shall in addition have all of the post-termination rights set forth in this Renewal License or applicable law.

Section 9.4 - NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the City or Licensee to exercise, and no delay in exercising any right in the Renewal License shall operate as a waiver

thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the City or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) A waiver of any right or remedy by the City or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the City or the Licensee at any other time. In order for any waiver of the City or the Licensee to be effective, it shall be in writing. The failure of the City to take any action in the event of any breach by the Licensee or the City shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the City to take any action permitted by the Renewal License.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS ____ DAY OF _____, 200__.

Approved as to form:

City of Lawrence, MA
By:

City Attorney Charles D. Boddy, Jr.

Mayor Michael J. Sullivan

This License is hereby Accepted by:
Comcast of Massachusetts I, Inc.

BY: Kevin M. Casey
Senior Vice President, Northeast Region

Schedule 3.3 I-Net

The following are the Coaxial I-Net Headend and Remote locations to be maintained for the term of the Renewal License.

Hub Location: South Lawrence East School, 165 Crawford Street.

Remote Locations:

| BUILDING | ADDRESS | I-Net |
|----------------------------------|-------------------|--------------|
| Arlington School | 150 Arlington St. | EXISTING |
| Adult Learning Center | 243 S. Broadway | EXISTING |
| Bruce School | 135 Butler St. | EXISTING |
| Breen School | 115 Osgood St. | EXISTING |
| Bruce/Annex School | 483 Lowell St | EXISTING |
| Gen. Donovan School | 50 Cross St. | EXISTING |
| Frost School | 33 Hamlet St. | EXISTING |
| Hennesey School | 122 Hancock St. | EXISTING |
| Lawlor School | 41 Lexington St. | EXISTING |
| Lawrence High School | 233 Haverhill St. | EXISTING |
| Leahy School | 101 Erving Ave. | EXISTING |
| Leonard School | 60 Allen St. | EXISTING |
| Oliver School | 183 Haverhill St. | EXISTING |
| Rollins School | 451 Howard St. | EXISTING |
| SLE School | 165 Crawford St. | EXISTING |
| Storrow School | 50 Pleasant St. | EXISTING |
| Tarbox School | 59 Alder St. | EXISTING |
| Wetherbee School | 75 Newton St. | EXISTING |
| School Department Central Office | 255 Essex St. | EXISTING |
| Lawrence City Hall | 200 Common Street | EXISTING |

Schedule 3.5 Free Drops

This shall also include any new public buildings in accordance with Section 3.5.

| | |
|--|----------------------|
| Lawrence City Hall | 200 Common St |
| Police Station | 90 Lowell St |
| Community Police Sub Station | 66 Parker St |
| Central Fire Station | 65 Lowell St |
| Senior Center | 155 Haverhill St |
| Lawrence Public Library | 51 Lawrence St |
| Lawrence Library South Branch | 135 Parker St |
| Department of Public Works | 200 Common St |
| Water Treatment Plant | 410 Water St |
| Arlington School | 150 Arlington St. |
| Adult Learning Center | 243 S. Broadway |
| Bruce School | 135 Butler St. |
| Breen School | 115 Osgood St. |
| Bruce/Annex School | 483 Lowell St |
| Gen. Donovan School | 50 Cross St. |
| Frost School | 33 Hamlet St. |
| Guillmette School | 80 Bodwell St. |
| Hennesey School | 122 Hancock St. |
| Lawlor School | 41 Lexington St. |
| Lawrence High School | 233 Haverhill St. |
| Leahy School | 100 Erving Ave. |
| Leonard School | 60 Allen St. |
| Oliver School | 183 Haverhill St. |
| Parthum School | 255 E. Haverhill St. |
| Rollins School | 451 Howard St. |
| SLE School | 165 Crawford St. |
| Storrow School | 50 Pleasant St. |
| Tarbox School | 59 Alder St. |
| Wetherbee School | 75 Newton St. |
| School Department Central Office | 255 Essex St. |
| Fire Alarm and Communications Building | 60 Bodwell Street |
| Engine 9 | 161 Bailey St |
| Engine 8 | 329 Ames St |
| Engine 7 | 290 Park Street |
| Ladder 4 | 71 South Broadway |
| Central Fire Station | 65 Lowell Street |
| Engine 6 | 480 Howard St |

Schedule 4.1 Initial Rates
SEE ATTACHED RATE CARD

Schedule 4.3 Broad Categories of Programming

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

Schedule 4.4 Leased Access Policy

OVERVIEW OF LEASED ACCESS POLICIES

The policies outlined here are intended to provide the reader with an overview of Comcast's policies with regard to commercial leased access. The policies and rights of Comcast, as well as the responsibilities of leased access programmers, are more fully treated in the leased access channel agreement, which is available to programmers upon written request.

It is the policy of Comcast to designate channel capacity for commercial use by unaffiliated persons in accordance with the requirements of Section 612 of the Communications Act, as amended (47 USC 532, 47 CFR 76.970 et seq.).

Before a request for leased access will be considered, Comcast's Leased Access Application must be completed by the potential programmer to Comcast's satisfaction.

Comcast will enter into all negotiations and discussions with an access programmer "in good faith," with respect to placement on a tier or on an a la carte basis, billing services, etc. For programmers wishing to lease channel time on a part-time basis, reasonable efforts will be made to accommodate approximate time requests.

Comcast may, as it deems appropriate in its sole discretion, prescreen any leased access programming.

Comcast requires general liability and broadcaster's liability insurance and error and omissions insurance from leased access providers. Broadcaster liability and errors and omissions insurance is available to leased access providers for a commercially reasonable annual fee from numerous underwriters. A minimum policy coverage for \$1 million is commensurate with our requirements. Comcast of Massachusetts I, - 676 Island Pond Road, Manchester, NH 03109, must be named as certificate holder and additional insured.

The attached "Policy Concerning Indecent Programming on Leased Access Channels" is hereby adopted as the policy of Comcast. Comcast reserves the right to refuse to carry any leased access programming it determines in its sole discretion is obscene or indecent. Carriage of programming by Comcast shall not be deemed to mean that Comcast has determined that the programming is not obscene or indecent.

If music of any kind is to be cablecast on a leased access channel, Comcast requires the leased access programmer to fully describe how rights to cablecast the music were obtained and, if necessary, to submit proof of rights to said music prior to the signing of the Channel Lease Agreement. Comcast also may request a programmer to submit proof of rights to foreign or other programming.

Before a Channel Lease Agreement is signed, a programmer must:

- (1) Provide proof of general liability and broadcaster's liability and errors and omissions insurance;
- (2) If applicable, provide proof of music rights for any music that is to be cablecast on the channel (or rights to other programming);
- (3) Submit a statement that any programming carried on the leased channel will be neither obscene nor indecent, and, if the programming is live, that reasonable efforts will be made to ensure that the programming is neither obscene nor indecent; and
- (4) Pre-pay in full for all leased channel time. If the term of the lease is greater than thirty days, Comcast will only request pre-payment for the first thirty days of channel time.

By execution of the Leased Channel Lease Agreement, all leased access users shall be required to indemnify Comcast for all costs and expenses of defending any prosecution or other proceeding brought against Comcast in connection with the carriage of any alleged obscene or indecent program which was certified by the programmer as neither obscene nor indecent.

POLICY CONCERNING INDECENT PROGRAMMING ON COMMERCIAL LEASED ACCESS CHANNELS

As authorized by federal law, it is the policy of this cable system to refuse carriage of indecent programming on commercial leased access channels. Consequently, leased access users must not transmit, or submit for transmission, any such programming on any full-time or part-time leased access channel on this cable system.

We do not intend to routinely pre-screen leased access programming for indecency. Rather, we will rely on the leased access channel user's warranty, made in the Channel Lease Agreement, that the leased access channel user will not transmit, or submit for transmission, any indecent program material. However, we reserve the right to pre-screen leased access programming from time to time, at our discretion. If, in pre-screening leased access programming or through notification from subscribers, officials, community residents, or otherwise, we discover that leased access programming contains indecent material, we will prohibit or reschedule transmission of that leased access programming or take other appropriate action. Any leased access user who transmits indecent programming, or submits such programming for transmission, over this cable system in violation of this policy and/or in breach of the warranties made in its Channel Lease Agreement will subject the Channel Lease Agreement to immediate termination.

Indecent material is defined by the Federal Communications Act as "programming that the cable operator reasonably believes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards" 47 U.S.C. §532(h). In evaluating whether material is indecent, we will apply a good faith judgment under this standard, and may look to such explanations published by the FCC or other authority that may come to our attention.

Licensee Leased Access Indecency Policy

As authorized by federal law, it is Comcast's general policy to refuse carriage of indecent programming on commercial leased access channels. In certain limited cases, only upon Comcast's prior written consent on a case by case basis, which consent may be withheld by Comcast in its sole discretion, Comcast may make limited exceptions to this policy and allow the carriage on commercial leased access channels of indecent programming that is scrambled, cablecast only during late night hours or otherwise determined by Comcast to be cablecast in a manner that protects its customers from undesired viewing of the indecent programming. Nothing in this policy shall constitute an agreement by Comcast to cablecast any indecent programming, no matter how cablecast, on any commercial leased access channel. Consequently, unless Comcast already has agreed in writing to cablecast indecent programming in the specific circumstance, ***no leased access user may transmit, or submit for transmission, any indecent programming on any full-time or part-time leased access channel on any Comcast cable system.***

Comcast does not intend to routinely pre-screen leased access programming for indecency. Rather, Comcast will rely on the leased access channel user's warranty, made in the Channel Lease Agreement, that the leased access channel user will not transmit, or submit for transmission, any unapproved indecent program material. However, Comcast reserves the right to pre-screen leased access programming from time to time, at its sole discretion. If, in pre-screening leased access programming or through notification from subscribers, officials, community residents or otherwise, Comcast discovers that leased access programming contains unapproved indecent material, Comcast will prohibit or reschedule transmission of that leased access programming or take other appropriate action. Any leased access user who transmits unapproved indecent programming, or submits such programming for transmission over a Comcast cable system, in violation of this policy and/or in breach of the warranties made in the Channel Lease Agreement will subject the Channel Lease Agreement to immediate termination.

Indecent material is defined by the Federal Communications Act as "programming that the cable operator reasonably believes describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards." 47 U.S.C. § 532(h). In evaluating whether material is indecent, Comcast will apply a good faith judgment under this standard, and may look to such explanations published by the FCC or other authority that may come to its attention.

Certification of Leased Access Programmer

In connection with the Channel Lease Agreement (the "Agreement") dated _____, 20__ entered into by Lessor and Lessee, Lessee certifies the following:

1. **Indecency Policy.** Lessee acknowledges that it has received from Lessor and understands Lessor's leased access indecency policy and that the programming submitted by Lessee pursuant to the Agreement complies in all aspects with the indecency policy. Lessee certifies that all of its programming submitted for cablecasting pursuant to the Agreement is in the following category:

X Programming is not obscene

X Programming is not indecent

ف Programming is indecent, but Lessee has discussed the indecency of such programming with Lessor and Lessor and Lessee have agreed on the specific terms and conditions pursuant to which Lessee's Programming will be cablecast on the System.

If Lessor fails to certify that the programming is not obscene, the Service will not be cablecast on the System and the Agreement immediately shall terminate. If Lessee fails to certify that the programming is not indecent, Lessor will assume that the programming is indecent and will only cablecast the programming if Lessor and Lessee agree in writing as the specific terms and conditions pursuant to which the programming will be cablecast.

2. **Type of Programming.** Lessee certifies that all of its programming submitted for cablecasting pursuant to the Agreement is in the following category.

ف A La Carte Programming (Programming for which Subscribers must pay a per event or per channel charge)

ف Basic or Tier Programming

Lessee hereby acknowledges that Lessor is expressly relying upon the foregoing representations and certifications, and acknowledges that it has read the foregoing, understands it and agrees that it is true and correct.

Lessee

By: _____
Authorized Signature

Date: _____, 2003

(Type or Print Name)

Schedule 5.1 Equipment

| Schedule 5.1 Equipment | | | | | | |
|------------------------|-----|-------------|------------|-----------|-------------|-------|
| LOCATION | QTY | DESCRIPTION | MFG | MODEL | SN | COND. |
| MODULATORS | | | | | | |
| Control | 1 | 3/4" Deck | Sony | VO-9580 | 771434 | Good |
| Control | 1 | S VHS Deck | JVC | BR-S811 U | 7813403 | Fair |
| Control | 1 | S VHS Deck | JVC | BR-S611 U | 11612515 | Fair |
| Control | 1 | Cassette | Tascam | 102 | 320877922 | Fair |
| Control | 1 | CD Player | Denon | DN-600F | 80211509490 | Fair |
| Control | 1 | CD Player | Sony | CDP-370 | 604753 | Good |
| Control | 1 | Video | Sony | PVM-14M40 | 2022835 | Good |
| Control | 1 | Video | Sony | PVM-1340 | 2014697 | Good |
| Control | 1 | Video | Sony | PVM-1380 | 2004897 | Good |
| Control | 1 | 3 Bay BW | Panasonic | 5200VU | 2x205041 | Fair |
| Control | 1 | 3 Bay BW | Panasonic | WV5200B | 32Z03962 | Fair |
| Control | 1 | Gen. | Echolab | MUS6 | M6397 | Good |
| Control | 1 | Audio Mixer | Mackie | 1604-VLZ- | 21BW47296 | Good |
| Control | 1 | Edit | Panasonic | A850 | F1A2133DI | Good |
| Control | 1 | Video | Panasonic | WJ-220R | 39K00196 | Good |
| Control | 2 | Video | Panasonic | WJ-225R | 5XK00257 | Good |
| Control | 1 | Video | Panasonic | WJ-220R | 37K00322 | Good |
| Control | 1 | TBC | For-A | FA-425 | 144189 | Fair |
| Control | 1 | TBC | For-A | FA-310T | 3245071 | Fair |
| Control | 1 | Waveform | Techtronix | 1710B | B018262 | Good |
| Control | 1 | Vectorscope | Techtronix | 1720 | B021939 | Good |
| Control | 3 | CCU's | Sony | M3 | 70529 | Fair |
| Control | 3 | Camera | Sony | CMA-8 | NA | Good |
| | | | | | | |
| Studio | 1 | Video | Sony | DXC-327A | 14433 | Good |
| Studio | 1 | View Finder | Sony | DXF-50 | 0016893 | Good |
| Studio | 1 | Camera | Sony | CA-327 | 13640 | Good |
| Studio | 1 | Video | Sony | DXC-327 A | 14246 | Good |
| Studio | 1 | View Finder | Sony | DXF-50B | 5001650 | Good |

| Schedule 5.1 Equipment | | | | | | |
|------------------------|-----|------------------|------------|------------|------------|-------|
| LOCATION | QTY | DESCRIPTION | MFG | MODEL | SN | COND. |
| Studio | 1 | Camera | Sony | CA-327 | 13578 | Good |
| Studio | 1 | Video | Sony | DXC-327 | 13861 | Good |
| Studio | 1 | ViewFinder | Sony | DXF-50B | 2000354 | Good |
| Studio | 1 | Camera | Sony | CA-327 | 13577 | Good |
| Studio | 3 | Tripods | Quickset | N/A | NA | Good |
| Studio | 3 | Lavalier Mic | Sony | EMC-44B | NA | Good |
| Studio | 1 | Video | Mitsubishi | CS-26201 | 18869 | Good |
| Studio | 2 | Monitor Cart | NA | NA | NA | Good |
| Studio | 6 | Scoop Lights | Strand | NA | NA | Good |
| Studio | 6 | Scope Lights | Strand | NA | NA | Good |
| Studio | 1 | 2K Rolling | Mole | NA | NA | Good |
| Studio | 13 | 6" Baby | Mole | NA | NA | Good |
| | | | | | | |
| Portable Equip. | 1 | S-vhs video | Panasonic | AG-456UP | A9HB00599 | Good |
| Portable Equip | 1 | S-vhs video | Panasonic | AG-456UP | DOHB00330 | Good |
| Portable Equip | 1 | Tripod (Bag) | Bogen | 501 | 501K29842 | Good |
| Portable Equip | 1 | Tripod (Bag) | Bogen | 501 | 501K29794 | Good |
| Portable Equip | 2 | Microphone | Shure | N/A | NA | Good |
| | | | | | | |
| Edit Suite | 1 | Video Monitor | Panasonic | CT-1386YD | MB02210413 | Good |
| Edit Suite | 1 | Video Monitor | Panasonic | CT-1386YD | MB02210406 | Good |
| Edit Suite | 1 | Video Monitor | Panasonic | CT -1386YD | MB02210392 | Good |
| Edit Suite | 1 | Editing Control | Panasonic | AG-A350P | J9A3302QT | Good |
| Edit Suite | 1 | Character GEN | Videonics | | 330002 | Good |
| Edit Suite | 1 | Video Cassette | Panasonic | AG-DS545P | EOTC00045 | Good |
| Edit Suite | 1 | Video Cassette | Panasonic | AG-DS555P | IOTC00021 | Good |
| | | | | | | |
| Broadcast Equip. | 1 | Color Video I | Sony | PVM-1340 | 2013586 | Good |
| Broadcast Equip. | 4 | Playback VH | Panasonic | AG-1330P | B1KN02641 | Good |
| Broadcast Equip. | 2 | Playback VH | Panasonic | AG-1330P | K1TB00906 | Good |
| Broadcast Equip. | 1 | Playback VH | Panasonic | AG-1340P | A3TB00244 | Good |
| Broadcast Equip. | 1 | Computer Monitor | NEC | JC-170001 | 9Y21463AA | Good |

| Schedule 5.1 Equipment | | | | | | |
|------------------------|-----|----------------------|----------------|------------|-----------|-------|
| LOCATION | QTY | DESCRIPTION | MFG | MODEL | SN | COND. |
| Broadcast Equip. | 1 | Deskpro Comp. | Compaq | NA | 6951CKP5K | Good |
| Broadcast Equip. | 1 | Scan Converter | | NA | | |
| Broadcast Equip. | 1 | VCR control | Mini 7 Pro | NA | B9TDA0102 | Good |
| Broadcast Equip. | 1 | BB Software | MS Power Point | NA | 13458 | Good |
| | | | | | | |
| Miscellaneous | 1 | S-VHS Recorder | Sony | SVC-9600 | | |
| Miscellaneous | 1 | Color Monitor | Sony | PVM-1351Q | | |
| Control Room | 2 | Bay Video Monitor | Panasonic | TR-930U | KD3510241 | Fair |
| Control Room | 1 | Video Monitor | Panasonic | WV-CM 1020 | OYW12161 | Good |
| Control Room | | Video Monitor | Sony | KVU-13TR20 | 8054659 | Good |
| Control Room | 1 | Monitor | Panasonic | 1020 | | |
| Control Room | 1 | Video Switcher | Panasonic | WJ-225R | 69K00211 | Good |
| Control Room | 1 | Intercom User Stn | Telex | RM300 | 151946 | Good |
| Control Room | 1 | Intercom User Stn | Telex | RM300 | 79474 | Good |
| Control Room | 1 | Power Amplifier | Crown | D-75 | 021891 | Good |
| Control Room | 1 | Power Amplifier | Crown | D-75 | 04767 | Good |
| Control Room | 3 | Audio DA | Videotek | ADA-16 | NA | Good |
| Control Room | 2 | Speakers | Yamaha | NS-10M | 157077 | Good |
| Control Room | 1 | Rack Speakers | Videotek | APM-2R | NA | Good |
| Control Room | 3 | Video DA's | Videotek | VDA -100A | NA | Good |
| Control Room | 1 | Video DA | Videotek | VDA-16WB | 8890255 | Good |
| Control Room | 1 | Sync Generator | Videotek | YSG-201 | NA | Good |
| | | | | | | |
| Studio | 1 | 8 input Audio Snake | N/A | N/A | N/A | Good |
| Studio | 5 | Intercom Remote | RTS | | N/A | Good |
| Studio | 1 | Light Dimmer pack | | | MEA0641 | Good |
| Studio | 1 | 12' Ladder | NA | NA | NA | Fair |
| Studio | 2 | Rolling Light Stands | NA | | | Fair |
| | | | | | | Fair |
| Broadcast E | 1 | TBC | Prime Image | TBC/Freeze | 4291 | Fair |

Schedule 5.2 Gross Annual Revenues Reporting Form

**COMCAST
NEW ENGLAND REGION**

City of Lawrence, MA
Period: [enter period of which payment is based]

| | <u>Totals</u> |
|--|-----------------------------|
| Totals By Service: | |
| Basic Service Revenue | \$ [enter amount] |
| Pay Service Revenue ¹ | \$ [enter amount] |
| Other Unregulated Revenue ² | \$ [enter amount] |
| Digital Revenue | <u>\$ [enter amount]</u> |
| Subtotal: | \$ [enter subtotal] |
| Totals By Non Service: | |
| Home Shopping Revenue | \$ [enter amount] |
| Advertising Revenue | \$ [enter amount] |
| Leased Access Revenue | \$ [enter amount] |
| Franchise Fees | \$ [enter amount] |
| Less Bad Debt | <u>\$ [enter amount]</u> |
| Subtotal: | \$ [enter subtotal] |
| Total Gross Revenue | \$ [enter total] |
| License Fee (2%) | \$ [enter % of total] |
| Fee on Fee (2%) | \$ [enter % of %] |
| Less state and FCC fees | <u>(enter total of</u> |
| <u>fees)</u> | |
| Franchise Fee Due | <u>\$ [enter total due]</u> |

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

Date:_____

FORM B: COPY FOR CITY

Schedule 6.2 Customer Service Obligations

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Execution July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(1) Definitions—

(i) Normal business hours--The term "normal business hours" means 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.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator 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 ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

Schedule 6.7 Billing and Termination Regulations

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) the date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and

conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

- (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
- (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the Execution date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the Execution date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may

conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefore.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.