

**CABLE TELEVISION
RENEWAL LICENSE**

GRANTED TO

Comcast of Massachusetts I, Inc.

Granted By

**THE BOARD OF SELECTMEN
TOWN OF MATTAPOISETT,
MASSACHUSETTS**

**Renewal Term
August 11, 2015 – August 10, 2025**

TABLE OF CONTENTS

EXHIBITS 4

INTRODUCTION..... 5

ARTICLE 1 DEFINITIONS..... 6

 SECTION 1.1 – DEFINITIONS..... 6

ARTICLE 2 GRANT OF RENEWAL LICENSE 11

 SECTION 2.1 - GRANT OF RENEWAL LICENSE 11

 SECTION 2.2 - TERM: NON-EXCLUSIVITY 11

 SECTION 2.3 - RENEWAL..... 11

 SECTION 2.4 - RESERVATION OF AUTHORITY..... 12

 SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE 12

 SECTION 2.6 – POLICE AND REGULATORY POWERS..... 14

 SECTION 2.7 – REMOVAL OR ABANDONMENT..... 14

 SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE 15

 SECTION 2.9 – EFFECT OF UNAUTHORIZED TRANSFER ACTION 16

ARTICLE 3: SYSTEM SPECIFICATIONS AND CONSTRUCTION 17

 SECTION 3.1 - AREA TO BE SERVED 17

 SECTION 3.2 – INSTALLATION CHARGES 17

 SECTION 3.3 – SUBSCRIBER NETWORK 18

 SECTION 3.4 – LOCATION OF THE CABLE TELEVISION SYSTEM 18

 SECTION 3.5 - FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS .. 18

 SECTION 3.6 - PARENTAL CONTROL CAPABILITY..... 19

 SECTION 3.7 - EMERGENCY ALERT OVERRIDE CAPACITY 19

 SECTION 3.8 - SYSTEM TECHNICAL SPECIFICATIONS..... 20

ARTICLE 4: TECHNOLOGICAL AND SAFETY STANDARDS..... 21

 SECTION 4.1 - SYSTEM MAINTENANCE 21

 SECTION 4.2 - REPAIRS AND RESTORATION 22

 SECTION 4.3 – UNDERGROUND FACILITIES..... 22

 SECTION 4.4 - TREE TRIMMING..... 23

 SECTION 4.5 – STRAND MAPS 23

 SECTION 4.7 - DIG SAFE 24

 SECTION 4.8 - DISCONNECTION AND RELOCATION 24

 SECTION 4.9 - EMERGENCY REMOVAL OF PLANT..... 24

 SECTION 4.10 – REMOVAL AND RELOCATION 25

 SECTION 4.11 RIGHT TO INSPECTION..... 25

 SECTION 4.12 – PRIVATE PROPERTY 25

 SECTION 4.13 – PEDESTALS 26

 SECTION 4.14 – SERVICE INTERRUPTIONS..... 26

ARTICLE 5: PROGRAMMING..... 27

 SECTION 5.1 - BASIC CABLE SERVICE 27

 SECTION 5.2 - PROGRAMMING..... 27

 SECTION 5.3 - REMOTE CONTROLS..... 27

 SECTION 5.4 - STEREO TV TRANSMISSIONS..... 27

 SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE 28

 SECTION 5.6 – CONTINUITY OF SERVICES 28

 SECTION 5.7 – COMMERCIAL ESTABLISHMENTS 28

ARTICLE 6: PEG ACCESS CHANNEL(S) AND SUPPORT	29
SECTION 6.1 - PEG ACCESS CHANNEL(S)	29
SECTION 6.2 – PEG ACCESS PROVIDER	30
SECTION 6.3 – PEG ACCESS VIDEO RETURN SITES AND CABLECASTING.....	31
SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT	34
SECTION 6.5– PEG ACCESS CAPITAL PAYMENTS	34
SECTION 6.6 - NON-COMMERCIAL PROGRAMMING	35
SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSE.....	36
SECTION 6.8 – PEG ACCESS COSTS	36
ARTICLE 7: FRANCHISE FEES AND LICENSE FEES	37
SECTION 7.1 – LICENSE FEE PAYMENTS	37
SECTION 7.2 – FRANCHISE FEE	37
SECTION 7.3 – PAYMENT	37
SECTION 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS	38
SECTION 7.5 – LATE PAYMENT	38
SECTION 7.6 – RECOMPUTATION	39
SECTION 7.7 – AFFILIATES USE OF SYSTEM	39
SECTION 7.8 – METHOD OF PAYMENT	40
ARTICLE 8: RATES AND CHARGES	41
SECTION 8.1 - RATES AND CHARGES.....	41
SECTION 8.2 – RATE REGULATION.....	42
SECTION 8.3 – CREDIT FOR SERVICE INTERRUPTION	42
ARTICLE 9: CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	43
SECTION 9.1 – TELEPHONE ACCESS.....	43
SECTION 9.2 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME.....	43
SECTION 9.3 – FCC CUSTOMER SERVICE OBLIGATIONS.....	44
SECTION 9.4 – BUSINESS PRACTICE STANDARDS	44
SECTION 9.5 – COMPLAINT RESOLUTION PROCEDURES	45
SECTION 9.6 – EMPLOYEE IDENTIFICATION CARDS.....	46
SECTION 9.7 – PROTECTION OF SUBSCRIBER PRIVACY	46
SECTION 9.8 – PRIVACY WRITTEN NOTICE.....	47
SECTION 9.9 – MONITORING.....	47
SECTION 9.10 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION	47
SECTION 9.11 – RESPECT FOR PRIVATE PROPERTY	48
ARTICLE 10: INSURANCE AND BONDS	49
SECTION 10.1 – INSURANCE.....	49
SECTION 10.2 – PERFORMANCE BOND	50
SECTION 10.3 – INDEMNIFICATION.....	52
ARTICLE 11: ADMINISTRATION AND REGULATION	53
SECTION 11.1 – REGULATORY AUTHORITY	53
SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS	53
SECTION 11.3 – NONDISCRIMINATION.....	53
SECTION 11.4 – JURISDICTION/VENUE.....	54
ARTICLE 12: DETERMINATION OF BREACH - LICENSE REVOCATION	55
SECTION 12.1 - NOTICE AND OPPORTUNITY TO CURE	55
SECTION 12.2 – REVOCATION OF THE RENEWAL LICENSE	56
SECTION 12.3 – NON-EXCLUSIVITY OF REMEDY	56
SECTION 12.4 – NO WAIVER-CUMULATIVE REMEDIES.....	57

SECTION 12.5 – LIQUIDATED DAMAGES	57
ARTICLE 13: REPORTS, AUDITS AND PERFORMANCE TESTS	59
SECTION 13.1 – GENERAL	59
SECTION 13.2 – FINANCIAL REPORTS	59
SECTION 13.3 – CABLE SYSTEM INFORMATION	60
SECTION 13.4 – IN-HOUSE TELEPHONE REPORTS	60
SECTION 13.5 – SUBSCRIBER COMPLAINT REPORTS	60
SECTION 13.6 – ANNUAL PERFORMANCE TESTS	60
SECTION 13.7 – QUALITY OF SERVICE	61
SECTION 13.8 – DUAL FILINGS	61
SECTION 13.9 – INVESTIGATION	61
ARTICLE 14: MISCELLANEOUS	62
SECTION 14.1 – SEVERABILITY	62
SECTION 14.2 – FORCE MAJEURE	62
SECTION 14.3 – ACTS OR OMISSIONS OF AFFILIATES	63
SECTION 14.4 – NOTICES	63
SECTION 14.5 – RENEWAL LICENSE EXHIBITS	64
SECTION 14.6 – ENTIRE AGREEMENT	64
SECTION 14.7 – CAPTIONS	64
SECTION 14.8 – WARRANTIES	64
SECTION 14.9 – NO RECOURSE AGAINST THE ISSUING AUTHORITY	65
SECTION 14.10 – TOWN'S RIGHT OF INTERVENTION	65
SECTION 14.11 – TERM	66
SECTION 14.12 – APPLICABILITY OF RENEWAL LICENSE	66
SECTION 14.13 – NO THIRD PARTY BENEFICIARIES	66
SIGNATURE PAGE	67

EXHIBITS

EXHIBIT 3.5 CABLE DROPS TO PUBLIC BUILDINGS	68
EXHIBIT 5.2 PROGRAMMING	69
EXHIBIT 6.3 PEG ACCESS VIDEO RETURN ORIGINATION SITES	70
EXHIBIT 9.3 FCC CUSTOMER SERVICE OBLIGATIONS	71
EXHIBIT 9.4 BILLING AND TERMINATION OF SERVICE 207 CMR 10.00	73
EXHIBIT 13.5 FORM 500	76

RENEWAL LICENSE

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 Town of Mattapoisett, Massachusetts (hereinafter the "Town"), said license having commenced on December 17, 2005;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated February 20, 2012 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

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 Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

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:

ARTICLE 1

DEFINITIONS

SECTION 1.1 – DEFINITIONS

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

(a) Access - The right or ability of any Mattapoisett resident and/or any Persons affiliated with a Mattapoisett institution to use designated Public, Education and Government (“PEG”) access facilities and equipment and/or Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee.

(b) Access Provider – shall mean the entity designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

(c) Affiliate or Affiliated Person – When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(d) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(e) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of

1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(f) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Mattapoisett, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within 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 II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Cable Division – shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

(h) Cable Service or Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(i) Drop – shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network.

(j) Effective Date – shall mean August 11, 2015.

(k) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(l) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Mattapoissett and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(m) Gross Annual Revenues – The revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service, accrued in accordance with generally accepted accounting principles (GAAP) in the United States, and shall include, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees (“Fee-on Fee”); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; home shopping revenues; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for such Affiliate’s or other Person’s use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly 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 Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(n) Issuing Authority – shall mean the Board of Selectmen of the Town of Mattapoissett, Massachusetts, or the lawful designee thereof.

(o) Licensee – shall mean Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(p) License Fee – shall mean the payments to be made by Licensee to the Town of Mattapoisett and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(q) Normal Business Hours – shall mean those hours during which most similar businesses in Mattapoisett are open to serve customers. In all cases, Normal Business Hours must include some evening hours and at least one night per week and/or some weekend hours.

(r) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(s) Pay Cable or Premium Services – Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

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

(u) PEG Access User – shall mean a Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.

(v) PEG Access Programming – shall mean non-commercial programming produced by any Mattapoisett residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(w) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority or Town.

(x) Prime Rate – The prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the “Prime Rate” for purposes of this Renewal License.

(y) Public, Educational and Governmental (PEG) Access Channel – A video channel which the Licensee shall make available to the Town of Mattapoisett and designees of the Town of Mattapoisett, including Access users without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(z) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government 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.

(aa) Renewal License or License – shall mean this Renewal License and any amendments or modifications in accordance with the terms herein.

(ab) Standard Installation – The installation which can be completed using a Drop of up to one hundred fifty feet (150') aerial or one hundred twenty-five feet (125') underground.

(ac) State – The Commonwealth of Massachusetts.

(ad) Subscriber – Any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee.

(ae) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(af) Town – shall mean the Town of Mattapoisett, Massachusetts.

(ag) Trunk and Distribution System – That portion of the Cable System for the delivery of Cable Services, but not including Drop Cable(s) to Subscriber's residences.

(ah) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts I, Inc., a Massachusetts Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Mattapoisett.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L. c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) 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 Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

This non-exclusive Renewal License shall be for a period of ten (10) years, commencing on August 11, 2015 through midnight August 10, 2025.

SECTION 2.3 - RENEWAL

(a) In accordance with the provisions of federal law, M.G.L. c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such terms as Licensee and the Issuing Authority may then agree.

SECTION 2.4 - 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 bylaws/regulations of general applicability and not specific to the Cable Television System, 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.

SECTION 2.5 - 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 Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Mattapoisett; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall 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 for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

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

(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 an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or

less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

SECTION 2.6 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable federal and State laws and regulation, and Town by-laws and lawful regulations, provided such Town bylaws and regulations are not specific to this License, the Licensee and/or Cable System. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

SECTION 2.7 – REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below or (3) unless otherwise operating under the terms of this Renewal License as allowed by applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not

removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown.

SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the Cable Division. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. A transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under this Renewal License, unless otherwise provided by applicable federal or State law. An “affiliated company” is any Person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person or entity.

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

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the

Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required by applicable law, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended in writing by mutual agreement of the parties pursuant to applicable law.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

SECTION 2.9 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.

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

ARTICLE 3:

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town, provided the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. For non-Standard Installations, the Licensee shall offer Cable Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations, subject to Force Majeure and the completion of utility pole make ready.

(b) Provided Licensee has at least ninety (90) days' prior written 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 so long as such additional time does not result in additional cost to the project developer or the Town. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Licensee. The Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 – INSTALLATION CHARGES

Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred twenty-five feet (125') underground from the feeder cable shall be entitled to a Standard Installation rate, unless the sub-surface of an underground installation is a hard surface or requires boring through

rock or a similar hard surface (i.e. concrete, asphalt, etc.). All other installations are considered non-standard installations. For underground installations more than one hundred and twenty-five feet (125 ft.), not involving a hard surface, the first one hundred twenty-five feet (125 ft.) shall be at the Standard Installation rate. For aerial installations more than one hundred and fifty feet (150 ft.), the first one hundred fifty feet (150 ft.) shall be at the Standard Installation rate.

SECTION 3.3 – SUBSCRIBER NETWORK

Licensee shall own, operate and maintain the Cable Television System, to a minimum bandwidth of 750MHz to Mattapoisett Subscribers.

SECTION 3.4 – LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, operate and maintain the Cable Television System within the Town. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and legally enforceable State and local laws and regulations.

SECTION 3.5 - FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Licensee shall continue to maintain the existing Drop, Outlet and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the Town. The current Public Buildings are listed in **Exhibit 3.5** attached hereto.

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Drop, Outlet and Basic Cable Service as referenced in Section 3.5(a) above, at no charge to any new Public Buildings and other Town owned Public Buildings, along its Cable System route. 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 receive such a Drop or Outlet, prior to any such installation. There shall be no costs to the Town or any designated institution for said installation along the cable route and the provision of monthly Cable Service, and related maintenance.

(c) All internal wiring, other than required to install the Drop and Outlet required by this Section 3.6 shall be owned and maintained by the Issuing Authority or its designee, and the Licensee shall not own or be responsible for such internal wiring.

(d) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those existing buildings included in **Exhibit 3.5**, or to move existing or install additional Drops or Outlets to buildings in which Drops or Outlets are hereinafter installed pursuant to subsection (b) above, except that after the reconstruction, expansion or replacement of a Public Building, the Licensee shall install a Drop and Outlet and provide said Cable Service as referenced in subsection (a) above to the reconstructed, expanded or new Public Building .

SECTION 3.6 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

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

SECTION 3.7 - EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

SECTION 3.8 - SYSTEM TECHNICAL SPECIFICATIONS

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.