

TOWN OF MENDON
COMMONWEALTH OF MASSACHUSETTS
CABLE TELEVISION RENEWAL LICENSE

GRANTED TO

MASSACHUSETTS CABLEVISION SYSTEMS LIMITED PARTNERSHIP

BOARD OF SELECTMEN OF THE TOWN OF MENDON

Effective
November 21, 1998

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A G R E E M E N T

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

ARTICLE 1

DEFINITIONS

Section 1.1 --- DEFINITIONS

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

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

Access Channel: A video channel which Licensee shall make available to the Town of Mendon, without charge, for the purpose of transmitting programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

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

(1) **Basic Service:** The service tier, 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, or this Renewal License to the extent it is not inconsistent with federal law.

(2) **CMR:** The acronym for Code of Massachusetts Regulations.

(3) **Cable Act:** Cable Communications Policy Act of 1984 (the "1984 Cable Act"), Public Law No. 98-549, 98 Stat. 2779 (1984), as amended by the Cable Television Consumer Protection and

Competition Act of 1992 (the "1992 Cable Act"), Public Law No. 102-385, 106 Stat. 1460 (1992), and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996).

- (4) 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 Video Programming or other programming services.
- (5) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple subscribers within the Town.
- (6) Converter: Any device changing the frequency of a Signal. A converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (7) Downstream Channel: A channel over which Signals travel from the Cable System Headend and/or Hub Site to an authorized recipient.
- (8) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.
- (9) Educational Access Channel: A dedicated Subscriber Network Downstream Channel on the Cable System made available by Licensee to the Issuing Authority for use by the Town of Bellingham Public School Department for the presentation of non-commercial educational Programming and/or character generated information to Bellingham public schools and to the public.
- (10) Effective Date: The effective date of the Renewal License, November 21, 1998.
- (11) Execution Date: The execution date of the Renewal License, _____.
- (12) FCC: The Federal Communications Commission, or any successor agency.
- (13) Government Access Channel: A dedicated channel on the Cable System made available by Licensee to the Issuing Authority for use by its designees wishing to present non-commercial Programming and/or information to the public and/or to municipal departments.

Gross Annual Revenues: Consideration of any form or kind derived by the Licensee from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter and remote control rentals, leases or sales; home shopping revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the

Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. License fees paid by the Licensee to the State, the FCC and/or the Town and collected from Subscribers through charges to Subscribers shall not constitute Gross Annual Revenues unless otherwise prohibited by applicable law. Unless otherwise provided by law, Gross Revenues shall not include (i) revenues paid by the Licensee to any Affiliate for Programming carried on the Cable System where such revenues have already been recovered by the Licensee through charges to its Subscribers and a license fee on all such revenues has been, or will be, paid to the Town on behalf of the Access Corporation in accordance with this Renewal License; (ii) actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected; and (iii) revenues of any Affiliate from the sale of merchandise or non-Cable Services, such as subscription price itself to periodicals, as a result of, or due to, advertising by such Affiliate on the Cable System, and where said Affiliate revenues are not received by the Licensee; and (iv) any taxes on services furnished by the Licensee which are imposed upon any subscriber or user (as opposed to Licensee) by the State, City/Town or other governmental unit and collected by the Licensee on behalf of said governmental unit.

Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

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

Institutional Network ("I-Net"):

Issuing Authority: The Board of Selectmen of the Town.

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

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

Licensee: Massachusetts Cablevision Systems Limited Partnership, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

Multichannel Video Programming Provider: Any person, including 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.

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

Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per channel basis, or as a tier of services.

Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or time basis.

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

PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert, other than Licensee.

Prime Rate: The prime rate of interest at BankBoston, or its successor.

Public Access Channel: A dedicated Subscriber Network Downstream Channel on the Cable System made available by Licensee to the Towns of Bellingham and Mendon for the shared use of Mendon and Bellingham residents and/or organizations wishing to present non-commercial Programming and/or character generated information to the public.

(14) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements or any other easements or rights of way dedicated for compatible uses, and public grounds and/or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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

(16) Scramble/Encode: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter or other decoding device.

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

which is distributed over, the Cable System.

- (18) Signal: Any transmission of electromagnetic or optical energy which carries Video Programming from one location to another.
- (19) State: The Commonwealth of Massachusetts.
- (20) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.
- (21) Subscriber Network: The minimum 750 MHz single trunk network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.
- (22) System Completion: That point when the Licensee has provided written documentation to the Issuing Authority that its 450 MHz Cable System has been fully upgraded to a minimum 750 MHz Trunk and Distribution System and that such new technology has been made available to one hundred percent (100%) of the residential households in the Town.
- (23) Town: The Town of Mendon, Massachusetts.
- (24) Trunk and/or Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.
- (25) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.
- (26) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

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

ARTICLE 2 GRANT OF RENEWAL LICENSE

Section 2.1 --- GRANT OF RENEWAL LICENSE

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

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the

laws of Massachusetts, including to the extent required by law the provisions of Chapter 166A, Section 5 (a) through (o), as amended from time to time, and attached hereto as Exhibit 2.1(b); the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and ordinances of general application; and to rules and regulations adopted pursuant to such statutes and ordinances. Unless otherwise specified, any reference to such applicable law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the term of this Renewal License.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to upgrade, construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the Public Ways under the jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town.

(d) In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places. Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places.

Section 2.2 --- **TERM OF RENEWAL LICENSE**

The term of this Renewal License shall commence on November 21, 1998 and shall expire on November 20, 2008, unless sooner terminated as provided herein or surrendered.

Section 2.3 --- **NON-EXCLUSIVITY OF LICENSE**

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

(b) In the event the Issuing Authority issues any subsequent or additional cable television license, such license shall have terms, burdens and benefits which when compared to the terms, burdens and benefits of this Renewal License are no more favorable or less burdensome, taken as a whole, specifically including but not limited to terms, burdens and benefits for (a) the payment of any franchise fees, (b) any payments for the support of public, educational, or governmental access Programming, (c) any grants for capital equipment for public, educational or governmental access Programming, (d) the provision of any service or service connections to schools or public buildings, (e) the operation and maintenance of an I-Net, (f) customer service standards, (g) the provision of PEG Access and I-Net Channels, (h) letters of credit, bonds, insurance and liquidated damages, (i) service area; and (j) provide, and renovate, if necessary, PEG access studio space.

(c) The Town, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate and the Issuing Authority the opportunity to consider the disparate nature of the terms, burdens and benefits of the additional license(s) and,

the substantial negative impact of these differences. If at such hearing, Licensee demonstrates and the Issuing Authority finds a disparate nature in the terms, burdens and benefits of the additional license(s) and the substantial negative impact on Licensee, then the Town shall take actions to equitably modify and rectify said differences, including, but not limited to, amending the additional license(s) so that they are not on more favorable or less burdensome terms than the terms, burdens and benefits of this Renewal License when taken as a whole, or amending this Renewal License so that its terms, burdens and benefits, when taken as a whole, are not less favorable or more burdensome than those of any additional license(s). This paragraph shall be subject to specific performance.

(d) In the event any Multichannel Video Programming Provider offers comparable Video Programming services directly to Subscribers by any means in the franchise area, then to the extent such Multichannel Video Programming competitor is not currently or is not required to (a) pay for any franchise fee, (b) pay for the support of public, educational or government access Programming, (c) make capital grants for public, educational or governmental access facilities, (d) provide Drops and Service to public buildings (e) maintain and operate an I-Net, (f) comply with customer service standards, (g) provide PEG Access and I-Net Channels, or (h) provide letters of credit, bonds, insurance and liquidated damages, (i) provide service to the entire Town, or (j) provide, and renovate, if necessary, PEG Access studio space, and Licensee asserts said Multichannel Video Programming Provider is likely to have a substantial negative impact on Licensee, the Town, upon written request of the Licensee citing this provision and requesting relief sought, after providing public notice, shall hold a public hearing at which it will consider the reasonableness of Licensee's request for relief from complying with the above mentioned requirements and afford Licensee the opportunity to demonstrate the disparate burdens and inequities on Licensee of having to comply with said requirements and that the competition provided by the Multichannel Video Programming Provider is likely to have a substantial negative impact on Licensee. In considering the disparate burdens and inequities on Licensee, the Town shall consider the terms and conditions to which Licensee is subject, taken as a whole and the terms and conditions to which any such Multichannel Video Programming Provider is subject, taken as a whole. Following said hearing, the Town shall issue a report ascertaining the reasonableness of continuing to require Licensee to engage in the above mentioned requirements and what relief, if any, Licensee may be afforded. In the absence of any applicable state or federal law that occupies the field specifically aimed at equalizing competition or otherwise creating a "level playing-field" between municipally licensed and non-licensed Multichannel Video Programming Providers, should the conditions which Licensee demonstrates in the aforementioned hearing and should the Town find that such conditions give rise to disparate burdens and inequities and that the competition from the Multichannel Video Programming Provider is likely to have a substantial negative impact on Licensee, the Town shall equitably modify and rectify said differences by modifying this Renewal License in such a manner as to relieve the Licensee of the burdens which are not imposed on or provided by the Licensee's competitors or by imposing similar requirements on the Multichannel Video Programming Provider. This paragraph (d) shall not apply to any Multichannel Video Programming Provider that (i) is a satellite service provider (for example, direct broadcast satellite), or (ii) is an Affiliate of Licensee or (iii) does not have plant, facilities, equipment or distribution facilities in the Public Ways. This paragraph shall be subject to specific performance.

(e) At any public hearing conducted pursuant to subsections (c) or (d) above, Licensee shall provide

the Town with such financial and other relevant information as is reasonably requested, subject to Section 8.1 infra.

(f) As of the Effective Date of this Renewal License, the parties hereto agree that the providing of Video Programming to residents in the Town by any existing Multichannel Video Programming Provider(s) which is(are) not an Affiliate of the Licensee and which does(do) not have plant, facilities, equipment or distribution facilities in the Public Ways, is not resulting in a substantial negative impact on the operations of the Licensee's Cable System in the Town.

Section 2.4 --- POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce by-laws necessary to the safety and welfare of the public and of general applicability and not specific to this Renewal License or to cable operators.

Section 2.5 --- REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, and unless (1) the Licensee renews its Renewal License for another renewal term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition pursuant to applicable law.

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

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

Section 2.7 --- TRANSFER OF THE RENEWAL LICENSE

(a) To the extent required by M.G.L. Chapter 166A, Section 7, 207 C.M.R. 4.04, 47 C.F.R. § 76.502, and any other applicable state or federal law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person holding such Renewal License to any other Person without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed.

(b) Any transferee shall be subject to all of the terms and conditions contained in this Renewal License.

ARTICLE 3

SYSTEM DESIGN AND CONSTRUCTION

Section 3.1 --- SUBSCRIBER NETWORK

(a) No later than September 30, 2000 the Licensee shall make available to all residents of the

Town a minimum seven hundred fifty Megahertz (750 MHz) Subscriber Network. Said 750 MHz System shall be designed for 550 MHz of analog Signal transmissions, with 200 MHz reserved for future digital or analog two-way transmissions.

(b) Timely completion of the upgrade to 750 MHz is subject to extension by reason of force majeure, and is contingent upon the receipt of timely approvals of permits, easements and all other prerequisites to construction by the Town, governmental agencies, public utilities, property owners and vendors and other authorities provided such permits, easements and other prerequisites to construction are pursued diligently by the Licensee. The Town will give the Licensee its full cooperation in securing all permits, access rights, sub-headend or microwave link sites and other prerequisites to construction of the rebuilt system.

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

Section 3.2 --- **SERVICE AVAILABLE TO ALL RESIDENTS**

(a) Subject to subsections (b) and (c) below, the Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the Town, regardless of the type of dwelling, or its geographical location unless legally prevented from doing so.

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

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

(d) At the request of a potential Subscriber seeking a non-standard installation pursuant to (b) or (c) above, Licensee shall provide an itemized estimate of the cost of non-standard installations prior to installation.

Section 3.3 --- **UNDERGROUND FACILITIES**

At such times as telephone and electric utility lines are placed underground by the telephone and electric utility companies or are required to be placed underground by the Town, the Licensee shall likewise place its facilities underground, subject to M.G.L. c. 166, §22 et seq. Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable law.

Section 3.4 --- INSTITUTIONAL NETWORK

Licensee shall have no obligation to provide an Institutional Network during the term of this Renewal License. In lieu of providing such a network, Licensee shall pay to the Issuing Authority on behalf of its Governmental Access designee within ninety (90) days of the execution date, a twelve thousand five hundred dollar (\$12,500.00) technology grant. At the sole discretion of the Issuing Authority, said grant shall be for the purpose of advancing non-commercial municipal uses of communications technology. The technology grant referenced in this subsection shall be made to the Issuing Authority on behalf of its Governmental Access designee, not the general fund, and shall be used for the purposes enumerated in this section.

During the term of this Renewal License, Licensee agrees to continue to operate and maintain remote origination capability at the following locations: (1) Town of Mendon Town Hall, 20 Main Street; (2) Fire Station, 24 Main Street; (3) Police Station, 22 Main Street; (4) Public Library, 18 Main Street; and (5) Senior Center, 64 Providence Street. Licensee has no obligation to provide any end user equipment necessary to use the remote video and audio origination capacity for origination programming or transmissions; provided, however, that Licensee owns, operates and maintains the necessary wiring and equipment to provide remote origination, pursuant to this Section 3.4.

ARTICLE 4

SERVICES AND PROGRAMMING

Section 4.1 --- PROGRAM LINE-UP

(a) Pursuant to applicable law, and except with respect to PEG Access Channel Programming, all programming decisions are at the sole discretion of the Licensee and may be subject to change from time to time.

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

(c) The Licensee reserves its rights to Scramble or otherwise Encode any cable channel(s) to protect the Licensee from unauthorized reception of its Signals to the extent allowed by applicable law, except that Licensee acknowledge under current law it cannot Scramble Basic Service channels.

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

(a) The Licensee shall continue to provide, install and maintain a Subscriber Cable Drop and Outlet(s) and the monthly Basic Service, without charge to the Town or any designated institution for such Drops, Outlets and/or Basic Service, to all police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority and included in Exhibit 4.2(a), attached hereto and made a part hereof, and the same shall be provided to newly constructed public buildings along the cable route as of the Effective Date of this Renewal License upon written request of the Issuing Authority.

(b) Licensee's obligations shall be limited to providing standard, non-customized installations

along the existing Cable System Trunk and Distribution, shall be governed by M.G.L. ch. 166(A), § 5(e) and shall apply to buildings along its routes only.

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

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

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

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

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

(e) Notwithstanding the foregoing, Licensee shall continue to maintain all existing outlets and service that have been provided to Mendon Public Schools as already provided as of the Effective Date of the Renewal License listed in Exhibit 4.3(a).

ARTICLE 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

FACILITIES AND SUPPORT

Section 5.1 --- Public, Education and Government Access Programming.

To further the goals of PEG Access-Programming as defined in accordance with federal law:

(a) The Licensee and Town shall enter into an agreement with the Bellingham and Mendon PEG Access Corporation as of the Effective Date of this Renewal License, in the form attached as Exhibit 5.1(a).

(b) The Licensee shall pay and deed to the Town, on behalf of its PEG Access designee(s) and/or the Access Corporation, the following aggregate amounts and equipment subject to legal limits on the amount of franchise fees:

(1) For capital and unrestricted cable-related expenditures, a one-time payment

of fifty-two thousand dollars (\$52,000.00) within ninety (90) days of the Effective Date or Execution Date of this Renewal License, whichever is later.

(2)(a) For PEG Access operating funds annually, Licensee shall provide four percent (4.0%) of its Gross Annual Revenue from the provision of Cable Service in the Town during the preceding twelve month period beginning December 1st and ending November 30th. Such payments shall be remitted no later than December 31 and commence December 31, 1999. Thereafter, payments shall be calculated from such periods' Gross Annual Revenue from the provision of Cable Service in the Town and submitted each December 31st during the Renewal License term. The final payment shall be due on November 20, 2008 for the period from December 1, 2007 through November 20, 2008. For the purposes of calculating this payment, Licensee shall use actual Gross Annual Revenue from the provision of Cable Service in the Town from December 1, 2007 through August 31, 2008 plus one third of this amount as a pro-forma revenue estimate for the balance of the Renewal License term.

(2)(b) Consistent with Section 622 (h) of the Cable Act, any Person, including a Leased Access User, who distributes any Cable Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Town an amount equal to four percent (4%) of such Person's Gross Annual Revenues. If the Licensee collects revenues for said Person, then the Licensee shall collect said four percent (4%) payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Town along with the Licensee's four percent (4%) access payments pursuant to Section 5.2(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Service over the system, then the Licensee shall notify any such Person of this four percent (4%) payment requirement and shall notify the Town of such use of the Cable System by such Person(s).

(3)(a) Licensee shall allow the Issuing Authority and/or its PEG Access designee to use a portion of its premises as shown in Exhibit 5.1(b)(3)(a) at 8 Williams Way, Bellingham during the term of this Renewal License, provided, however, that if the Issuing Authority or its designee relocates its PEG Access functions from the studio, Licensee shall have no obligation either to provide a studio at another location or to reserve the studio at 8 Williams Way for the Town or its designee's future use. Licensee shall hire an outside contractor to reconfigure the interior of the premises at 8 Williams Way, Bellingham as shown in the schedule of improvements included in Exhibit 5.1(b)(3)(a) to accomplish, among other things, enlargement of the existing "Studio A" area. The total cost of such construction is \$34,640 as detailed in the schedule of improvements included in Exhibit 5.1(b)(3)(a). Licensee shall pay seventeen thousand, three hundred and twenty dollars (\$17,320.00) of such construction cost. The portion of the renovation cost allocable to the Town of Bellingham's PEG Access designee(s) is thirteen thousand, eight hundred and fifty six dollars (\$13,856.00) and the portion of the renovation cost allocable to the Town of Mendon's PEG Access designee(s) is three thousand four hundred and sixty four dollars (\$3,464.00). Construction shall commence no later than six (6) months after the Effective Date or the Execution Date, whichever is later, and shall be completed within

four (4) months of commencement unless such completion is delayed for reasons beyond the control of Licensee and contingent upon availability of a contractor of Licensee's choosing. In the event there are unanticipated increases in the cost of such construction, then provided such increases are included in the scope of such construction, Licensee and the Towns of Bellingham and Mendon shall share any such increased costs in a ratio that is the same as the ratio established by the division of construction costs in this paragraph.

(3)(b) For as long as the Town or its designee(s) uses the Licensee's building located at 8 Williams Way, Bellingham, then Licensee shall deduct from any annual PEG Access operating fund payment the following amounts: from annual funds paid to the Town of Mendon in years one through ten, two thousand five hundred sixty dollars (\$2,560.00). Time Warner will be responsible for all customary structural maintenance, repair, and normal wear and tear including the roof, foundation, bearing and exterior walls, beams, rafters, floor joists, wall studs and other structural elements; all customary maintenance, repair and wear and tear of the electrical, plumbing, heating, ventilating and air conditioning systems and any security and fire alarm systems that may exist; trash removal, yard work, utilities, and compliance with applicable building codes for such property. With respect to the portion of the premises shown on Exhibit 5.1(b)(3)(a) as _____, the PEG Access programming provider designated by the Town will be responsible for all customary non-structural interior maintenance, repair and normal wear and tear (other than for the structural maintenance, repair and wear and tear as described above) including interior walls, doors and moldings, floor and ceiling facings, coverings, tile and carpet and all other non-structural, interior elements and for any damages to the premises caused by the Access Corporation (or other designated user other than Licensee, its guests, or invitees), its guests, or invitees.

(4)(a) No later than February 10, 1999, the Licensee shall deed over to the Towns of Bellingham and Mendon, on behalf of their designee(s) and/or the Access Corporation, all company owned Local Origination (LO) production and associated equipment and mobile production van listed in Exhibit 5.1(b)(4)(a) herein.

(4)(b) All equipment described in Exhibit 5.1(b)(4)(a) which is deeded to the Towns shall first be inspected by the Licensee and the Town and/or its designee(s) in order to insure that all such components are in good operating condition. Any component mutually deemed not to be in good operating condition by the Licensee and the Town, shall first be repaired, if necessary, by the Licensee prior to delivering such to the Town, but this requirement shall not obligate Licensee to replace any existing equipment.

(4)(c) The Town of Hopedale or its designee(s) shall have the right to use the production studio at 8 Williams Way, Bellingham and any production equipment located in said studio consistent with the terms of the existing license between the Town of Hopedale and Licensee until such time as the Hopedale license is renewed, but not later than February 9, 1999.

(d) The foregoing payments and deeding of equipment are subject to the provision that

all PEG Access programming in, and/or by, the Town, its designee(s), Access Corporation and/or Mendon PEG Access producers with said deeding and/or funding shall be cablecast exclusively on one (1), or more, of the PEG Access Channels, designated in Section 5.2, on the Licensee's Cable System in the Town unless permission otherwise is granted in writing by the Licensee; provided, however, that no such permission shall be necessary for cablecasting such programming in the Town of Bellingham on Licensee's Cable Television System.

(e) Payments pursuant to this Section 5.1 are one and the same as the payments as described in Exhibit 5.1(a), Section 3 and shall be made payable to a PEG Access account for deposit therein and shall not be payable to the General Fund.

Section 5.2 --- PEG ACCESS CHANNELS

(a) The Licensee shall make available to the Towns of Bellingham and Mendon one (1) shared public access Subscriber Network Downstream Channel for the use of its designee(s) and/or the Access Corporation. Upon System Completion, Licensee shall also make available to the Issuing Authority two (2) additional Mendon Subscriber Network Downstream Channels for Mendon only that may be used for Educational Access and Governmental Access Programming.

(b) Said PEG Access Channels shall be used to transmit PEG Access programming to Mendon Subscribers at no charge to Users, and shall be subject to the control and management of the Issuing Authority, its designee(s) and/or the Access Corporation, and, to the extent provided by law, the Licensee.

Section 5.3 --- REPORT OF DISBURSEMENTS

On or before January 30 of each year commencing on or before January 30, 2000, the Town or its Access designee shall submit to the Licensee a written report showing actual disbursements made of the funds Licensee gives the Town pursuant to this Article 5 for annual support for PEG access or for PEG access facilities funding and a detailed statement explaining the allocation of funds, the access needs, interests and operations of the various entities using the PEG access facilities. If, upon review of this annual report, the Licensee determines that the use of any portion of the funds has not been directly related to PEG access, the Licensee may in writing request a hearing before the Issuing Authority. After such hearing, and upon written request of Licensee, the Issuing Authority will respond to the Licensee's allegations in writing. If the Issuing Authority agrees with Licensee's allegations, it shall take measures to see that such funds are expended appropriately in the future. If, upon receipt of a subsequent annual report, the Licensee again determines the use of any portion of the funds has not been appropriate, the Licensee may in writing request another hearing before the Issuing Authority. If the Issuing Authority makes a finding in accordance with the Licensee's determination, it shall direct the Licensee to withhold an amount of PEG support or access facilities funding corresponding to the amount which is the subject of the dispute, until such time as safeguards are in place to assure use of such funds for PEG access support and facilities funding. If following the Licensee's second request for Issuing Authority remedial action, the Issuing Authority disagrees with the Licensee concerning the appropriateness of the use of funds, the matter may be referred to the Cable Television Division of the Massachusetts Department of Telecommunications and Energy upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

Section 5.4 --- EQUIPMENT OWNERSHIP

The Town and/or its designee(s) shall own all PEG Access equipment purchased with funding and deeded pursuant to this Article. The Licensee shall have no obligation to maintain, repair, replace and/or insure any such Town and/or PEG Access designee owned PEG Access equipment.

Section 5.5 --- LICENSEE'S PEG ACCESS OBLIGATIONS

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

Section 5.6 --- LICENSEE'S FINANCIAL COMMITMENT

The Licensee in any event shall not be liable to the Town or its designee(s) for a total financial commitment pursuant to this Article 5 and the technology grant pursuant to Section 3.4 (excluding the obligations to provide a capital grant pursuant to Section 5.1(b)(1) and facility improvements pursuant to Section 5.1 (b)(3)(a), provide building repairs and maintenance pursuant to Section 5.1(3)(a) and (b), studio space pursuant to Section 5.1(b)(3)(a), the technology grant pursuant to Section 3.4 and the deeding of the LO equipment pursuant to Section 5.1(b)(4)(a)) in excess of five percent (5%) of its Gross Annual Revenues.

Section 5.7 --- OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

The License Fee payments made to the Town pursuant to M.G.L. ch. 166A, § 9, shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges of general applicability shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person.

Section 5.8 --- LATE PAYMENTS

Should Licensee fail to make timely payment of the sums due to the Access Corporation in accordance with this Agreement, Licensee shall be charged interest at annual rate not to exceed the Prime Rate of interest as currently determined by BankBoston.

Section 5.9 --- FINANCIAL INFORMATION

At the request of the Issuing Authority, the Licensee shall provide the Issuing Authority with financial statements showing Gross Annual Revenues in reasonable detail to allow the Issuing Authority to review the basis for and calculation of annual payments due hereunder.

**ARTICLE 6
INSURANCE AND BONDS**

Section 6.1 --- INSURANCE

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

(a) A general comprehensive liability policy naming the Town, its officers, boards, commissions, agents and employees as co-insureds on all claims on account of injury to or death of

a person or persons occasioned by the construction, installation, maintenance or operation of the Cable Television System or alleged to have been so occasioned, with a minimum liability in the amount of one million dollars (\$1,000,000) for injury or death to any one person in any one occurrence and with a minimum liability in the amount of three million dollars (\$3,000,000) for injury or death to two (2) or more persons in any one occurrence.

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

Section 6.2 --- **PERFORMANCE BOND**

(a) The Licensee shall maintain at no cost to the Town until System Completion a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of one hundred thousand dollars (\$100,000.00) Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License. Upon System Completion, said performance bond may be reduced to the sum of fifty-thousand dollars (\$50,000.00).

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

(c) In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 6.3 --- **INDEMNIFICATION**

(a) The Licensee shall, without charge to the Town, indemnify and hold harmless the Town, its officials, boards, commissions, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, upgrade, installation, maintenance, operation and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the construction, upgrade, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed.

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

the Town must:

1. Promptly notify Licensee of any claim or legal proceeding which gives rise to such right;
2. The Town shall afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the Town, in its sole discretion, determines that its interests cannot be represented in good faith or to the Town's best interest by the Licensee; and
3. The Town shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above. Licensee shall, upon written request of the Issuing Authority, provide information reasonably requested, in writing, by the Issuing Authority concerning any such legal proceeding which Licensee is defending or pursuing under the terms of this section.

(c) To the extent the Licensee makes payment pursuant to this section, it may require from the Town assignment of all right of recovery the Town may have against any party except with respect to any recovery to any recovery which would compensate the Town for actual damages to the Town.

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

ARTICLE 7 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 7.1 --- CUSTOMER SERVICE OFFICE

For the entire term of this Renewal License, the Licensee shall maintain, operate and staff a full-time customer service office for the Town, for the purpose of bill payment, exchange of subscriber converter boxes and remote control devices and for receiving customer inquiries and complaints, made in person or by telephone, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries.

Section 7.2 --- FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 C.F.R. Section 76.309, attached hereto as Exhibit 7.2.1, as they may be amended from time to time. Licensee shall comply with State Billing and Termination regulations, 207 CMR 10.00, attached hereto as Exhibit 7.2.2, as they may be amended from time to time.

Section 7.3 --- EMPLOYEE IDENTIFICATION

Licensee's employees, including repair and sales personnel, entering private property will be required to show an employee photo identification card.

Section 7.4 --- SUBSCRIBER'S RIGHT TO INSPECT PERSONAL INFORMATION

Pursuant to Section 631(d) of the Cable Act, 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. 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. A Subscriber or User shall be provided reasonable opportunity to correct any error in any such personally identifiable information.

Section 7.5 --- PROTECTION OF SUBSCRIBER PRIVACY

The Licensee shall comply with all applicable laws regarding the rights of privacy of every subscriber and/or User of the Cable Television System including, but not limited to the provisions of Section 631 of the Cable Act.

ARTICLE 8

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 8.1 --- QUALITY OF SERVICE

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

Section 8.2 --- ADDITIONAL INFORMATION

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

Section 8.3 --- PROPRIETARY AND CONFIDENTIAL INFORMATION

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

ARTICLE 9

ADMINISTRATION AND REGULATION

Section 9.1 --- REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System, subject to applicable law. The Issuing Authority and/or its designee shall monitor and the Issuing Authority shall enforce the Licensee's compliance with the terms and conditions of this Renewal License.

Section 9.2 --- SUBSCRIBER TELEVISION SETS

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

Section 9.3 --- DETERMINATION OF BREACH

(a) In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

1. respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
2. cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

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

Section 9.4 --- LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 9.3 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, but shall not be assessed for the period from the time the Licensee responds to such notice until the Issuing Authority determines the Licensee is in default.

(1) For failure to construct, upgrade, install, fully activate, operate, program and/or maintain the Cable Television System, in accordance with Section 3.1 herein, two hundred fifty dollars (\$250.00) per day, for each day that such non-compliance continues.

(2) For any of material violation, fifty dollars (\$50.00) per day, for each day that such a material violation continues.

Section 9.5 --- TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the

Issuing Authority, pursuant to applicable law; (ii) the expiration of the term of this Renewal License.

Section 9.65 --- NON-EXCLUSIVITY OF REMEDY

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

Section 9.76 --- LICENSE FEES

Subject to applicable law, Licensee shall on or before March 15 of each year submit license fees to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws.

ARTICLE 10

MISCELLANEOUS PROVISIONS

Section 10.1 --- ENTIRE AGREEMENT

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

Section 10.2 --- CAPTIONS

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

Section 10.3 --- SEVERABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 10.4 --- ACTS OR OMISSIONS OF AFFILIATES

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

Section 10.5 --- RENEWAL LICENSE EXHIBITS

Unless otherwise indicated, the Exhibits to this Renewal License, attached hereto, and all portions thereof, are for informational purposes unless expressly made a part of this Renewal License.

Section 10.6 --- WARRANTIES

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

Section 10.7 --- FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee.

Section 10.8 --- APPLICABILITY OF RENEWAL LICENSE

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

Section 10.9 --- NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Mendon, Town Hall, Mendon, Massachusetts 01756, or such other address as the Issuing Authority may specify in writing to the Licensee.

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

Section 10.10 --- TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

TABLE OF EXHIBITS

Exhibit 2.1(b)	Massachusetts General Laws Chapter 166A, § 5
Exhibit 4.2(a)	Drops, Outlets and Monthly Service to Public Buildings (Subscriber Network)
Exhibit 4.3(a)	Drops, Outlets and Monthly Service to Public Schools (Subscriber Network)
Exhibit 5.1(a)	Agreement Among Bellingham and Mendon PEG Access Corporation, Massachusetts Cablevision Systems Limited Partnership, the Town of Bellingham and Town of Mendon
Exhibit 5.1(b)(3)(a)	Plan of Studio Space Schedule of Improvements
Exhibit 5.1(b)(4)(a)	LO/Access Equipment to be Deeded
Exhibit 7.2.1	FCC Customer Service Obligations
Exhibit 7.2.2	Massachusetts Billing and Termination Regulations

Renewal License Town of Mendon 11/21/98

Exhibit 2.1(b)

M.G.L. ch. 166A, § 5

Exhibit 4.2(a)

Drops, Outlets and Service to Public Buildings

Building

Address

Exhibit 4.3

Drops, Outlets and Service to Public Schools

School

Address

EXHIBIT 5.1(a)

AGREEMENT AMONG
("Agreement")

BELLINGHAM AND MENDON
PEG ACCESS CORPORATION;
("Bellingham & Mendon Access Corporation")

MASSACHUSETTS CABLEVISION SYSTEMS LIMITED PARTNERSHIP
("Licensee");

TOWN OF BELLINGHAM
BOARD OF SELECTMEN
("Bellingham Issuing Authority")

and

TOWN OF MENDON
BOARD OF SELECTMEN
("Mendon Issuing Authority")

Section 1 Organization and Authority

The Bellingham & Mendon Access Corporation, (hereafter, the "Access Corporation") being the successor to the incumbent Bellingham public, educational and governmental access corporation, or its successor, shall be organized as a non-profit corporation in accordance with the General Laws of Massachusetts, as amended. The Access Corporation shall be organized to act as PEG Access Corporation for the Towns of Bellingham and Mendon and to operate in accordance with Exhibit 1, Statement of Principles. The Access Corporation shall direct its activities to the development and promotion of PEG Access Programming as defined in accordance with federal law.

Section 2 Definitions:

The definition of words, terms, phrases and their derivations incorporated in each of the Renewal Licenses between the Towns of Bellingham and Mendon and Licensee shall apply to this agreement.

Section 3 Capital Funds, Annual Operating Funds and Schedule of Payments

(a) To further the goals of PEG Access Programming, the Licensee shall pay to the Towns of Bellingham and Mendon, on behalf of their designee(s) and/or the Access Corporation into restricted municipal accounts the following amounts, subject to legal limits on the amount of franchise fees:

(1)(a) To the Town of Bellingham for PEG Access capital and unrestricted cable-related expenditures, a one-time payment of two hundred thousand dollars (\$200,000) within ninety (90) days of the Effective Date or Execution Date, whichever is later, of the Renewal License between Massachusetts Cablevision Systems Limited Partnership, and the Town of Bellingham with an Effective Date of November 21, 1998. Such one-time payment shall be paid to the Town, on behalf of its designee(s) and/or the Access Corporation.

(1)(b) To the Town of Mendon for PEG Access capital and unrestricted cable-related expenditures, a one-time payment of fifty-two thousand dollars (\$52,000) within ninety (90) days of the Effective Date or Execution Date, whichever is later, of the Renewal License between Massachusetts Cablevision Systems Limited Partnership, and the Town of Mendon with an Effective Date of November 21, 1998. Such one-time payment shall be paid to the Town, on behalf of its designee(s) and/or the Access Corporation.

(2)(a) To the Town of Bellingham for PEG Access operating funds annually four percent (4.0%) of its Gross Annual Revenues from the provision of Cable Service in the Town of Bellingham, during the preceding twelve month period beginning on the previous year's December 1st and ending November 30th. Said payments shall commence on December 31, 1999. Thereafter, payments shall be calculated from such period's Gross Annual Revenue from the provision of Cable Service in the Town and submitted each December 31st during the Renewal License term. The final payment shall be due on November 20, 2008 for the period from December 1, 2007 through November 20, 2008. For the purposes of calculating this payment, Licensee shall use actual Gross Annual Revenue from the provision of Cable Service in the Town from December 1, 2007 through August 31, 2008 plus one third of this amount as a pro-forma revenue estimate for the balance of the Renewal License term.

(2)(b) To the Town of Mendon for PEG Access operating funds annually four percent (4.0%) of its Gross Annual Revenue from the provision of Cable Service in the Town of Mendon, during the preceding twelve month period beginning on the previous year's December 1st and ending November 30th. Said payments shall commence on December 31, 1999. Thereafter, payments shall be calculated from such periods annual Gross Annual Revenue from the provision of Cable Service in the Town and submitted each December 31st during the Renewal License term.

(3) Any payments hereunder shall be made to the respective Town's Issuing Authority, on behalf of its designee(s) and/or the Access Corporation, not the general fund, and shall be used only to support the operation and utilization of PEG Access Programming on PEG Access channels on the Licensee's Cable System and may include, but not be limited to, such items associated with PEG Access Programming as production and associated equipment maintenance, replacement and repair, salaries of personnel, rent, telephone other reasonable and customary PEG Access expenses and other reasonable administrative costs.

(4)(a) For as long as the Access Corporation or its successor uses the Licensee's building located at 8 Williams Way, Bellingham, then Licensee shall deduct from any annual PEG Access operating fund payment, the following amounts: from annual funds paid to the Town of Bellingham in years one through three, six thousand dollars (\$6,000.00) each year; in years four through six, nine thousand six hundred dollars (\$9,600.00) each year; and in years seven through ten, twelve thousand three hundred dollars (\$12,300.00) each year; and, from annual funds paid to the Town of Mendon, in years one through ten, two thousand five hundred sixty dollars (\$2,560.00). In the event the towns or their designee(s) terminate their use of said building in year one, two or three, then thirty (30) days prior to such termination, the Town of Bellingham shall pay the Licensee an amount equal to three thousand six hundred dollars (\$3,600.00) for each year or portion thereof that it used said building. Time Warner will be responsible for all customary structural maintenance, repair, and wear and tear including the roof, foundation, bearing and exterior walls, beams, rafters, floor joists, wall studs and other structural elements; all maintenance, repair and wear and tear of the electrical, plumbing, heating, ventilating and air conditioning systems and any security and fire alarm systems that may exist; trash removal, yard work, utilities, and compliance with applicable building codes for such property. With respect to the portion of the premises shown on Exhibit 5.1(b)(3)(a) as _____, the PEG Access Programming provider designated by the Town will be responsible for all customary non-structural interior repairs, maintenance and wear and tear (other than for the structural maintenance, repair and wear and tear as described above) including interior walls, doors and moldings, floor and ceiling facings, coverings, tile and carpet and all other non-structural, interior elements and for any damages to the premises caused by the Access Corporation (or any other designated user other than Licensee, its guests or invitees), its guests or invitees.

(4)(b) The Access Corporation and Access Users shall continue to have use of parking spaces currently available.

(4)(c) Licensee shall allow the Issuing Authority and/or its PEG Access designee(s) to use a portion of the premises as shown in Exhibit A at 8 Williams Way, Bellingham during the term of this Renewal License, provided however, that if the Issuing Authority or its designee relocates its PEG access functions from the studio, Licensee shall have no obligation either to provide a studio at another location or reserve the studio at 8 Williams Way for the Town or its designee's future use. Licensee shall hire an outside contractor to reconfigure the interior of the premises at 8 Williams Way, Bellingham as shown in the schedule of improvements included in Exhibit A to accomplish, among other things, enlargement of the existing "Studio A" area. The total cost of such construction is \$34,640 as detailed in the schedule of improvements included in Exhibit 5.1(b)(3)(a). Licensee shall pay seventeen thousand, three hundred and twenty dollars (\$17,320.00) of such construction cost. The portion of the renovation cost allocable to the Town of Bellingham's PEG Access designee(s) is thirteen thousand, eight hundred and fifty six dollars (\$13,856.00) and the portion of the renovation cost allocable to the Town of Mendon's PEG Access designee(s) is three thousand four hundred and sixty four dollars (\$3,464.00). Construction shall commence no later than six (6) months after the Effective Date or the Execution Date, whichever is later, and shall be completed within four (4) months of commencement unless such completion is delayed for

reasons beyond the control of Licensee and contingent upon availability of a contractor of Licensee's choosing. Payments pursuant to this Agreement, Section 3, are one and the same as described in the Renewal License, Article 5, Section 5.1.

Section 4 Annual Operating Funding Disbursement

The Bellingham Issuing Authority and the Mendon Issuing Authority, their designee(s) and/or the Access Corporation shall designate ten percent (10%) of all funds received from Licensee for Governmental Access or Educational Access in Bellingham and Mendon.

Section 5 PEG Access Channel Capacity

(a) Licensee shall provide to the Towns of Bellingham and Mendon one (1) shared downstream Public Access Channel on the Bellingham/Mendon Subscriber Network. Pursuant to Section 3.4(a) of the Renewal License by and between Massachusetts Cablevision Systems Limited Partnership and the Town of Bellingham with an Effective Date of November 21, 1998, the Town of Bellingham, in its discretion, may use one (1) of the designated I-Net Upstream Channels in Bellingham for Public Access use.

(b) In addition to the shared Downstream Channel on the Subscriber Network referenced in Section 5(a) above, upon System Completion, Licensee shall also provide to each of the Towns of Bellingham and Mendon two (2) dedicated Subscriber Network Downstream Channels. At the Issuing Authority's discretion in each Town, one such channel in each town shall be dedicated for governmental Access Programming and the other channel in each town shall be dedicated for educational Access Programming. Said government and educational Access Subscriber Network Downstream Channels shall be under the control and direction of the respective Issuing Authority or its designee(s) and, to the extent permitted or required by law, the Licensee.

Section 6 System Maintenance of Access Channels

The Licensee shall monitor the Bellingham/Mendon shared public Access and dedicated governmental and educational Access Subscriber Network Downstream Channels for technical quality and shall ensure that they are maintained at standards commensurate with those applicable to the Licensee's other Subscriber Network Downstream Channels in the Towns of Bellingham and Mendon; provided, however, that nothing in this section guarantees the technical quality of Access Users' production(s). The operation of such Access Channels provided, by the Licensee to the Issuing Authority, its designee(s) and/or the Access Corporation pursuant to this Agreement and the operation and maintenance of the equipment acquired by the Access Corporation shall solely be the responsibility of the Access Corporation. With respect to Headend or Hub Site Access Channel processing when the Headend or Hub Site is under the control of Licensee, Licensee shall be responsible for processing of PEG Access Channels at the Headend or Hub Site.

Section 7 Public Access Use: Operating Rules and Procedures

The Access Corporation shall be solely responsible for the management and operation of PEG Access Programming on the Cable System in the Towns of Bellingham and Mendon, including training, scheduling of cablecasting on the public Access channel(s) and maintaining the PEG Access to the extent the Access Corporation is responsible, except that the Towns, or their designees (and Licensee to the extent permitted by applicable law), reserve the right to manage and operate the

educational and municipal Access Channels. The Access Corporation, the Towns of Bellingham and Mendon and their designee(s) shall have exclusive use of the studio space at 8 Williams Way, Bellingham after 5:00 p.m. In addition, Licensee shall not use said studio space for more than one third of the time from 9:00 a.m. to 5:00 p.m. The Towns, their designee(s) and/or Access Corporation shall, within six (6) months following the execution of this agreement, promulgate a set of access operating rules and procedures which ensure that training, equipment, facilities and access channel time be available to Bellingham and Mendon residents, institutions, educational organizations, and the municipal government serving each Town. At a minimum, these rules shall ensure the right to use the designated channels, facilities and equipment on a non-discriminatory, first-come, first-served basis subject to the terms of this agreement and subject to scheduling practices customary to cable television studio operations.- Bellingham and Mendon Access User compliance with such rules shall be monitored by the Town, its designee(s) and/or Access Corporation and periodically reviewed by the Issuing Authority. Within thirty (30) days of the adoption or amendment of said rules, the Access corporation shall send the Licensee a complete copy of such rules and any amendment(s).

Section 8 Coverage of Local Meetings

The Access Corporation shall be solely responsible for providing live or recorded coverage of regularly scheduled Board of Selectmen and School Committee meetings. Upon reasonable notice from the Issuing Authorities, the Access Corporation shall also provide coverage of special meetings of the Board of Selectmen and School Committee meetings to the extent that such coverage will not present an unreasonable burden to the Access Corporation. The Access Corporation shall also provide coverage of Town Meetings. Under no circumstances shall Licensee be required to provide coverage of local meetings.

Section 9 Indemnification

The Access Corporation shall at its sole cost and expense indemnify and hold harmless the Licensee and the Town against any and all claims or judgments arising out of the activities of the Access Corporation, its users and invited or permitted guests, occurring on the property of the Licensee except the foregoing shall not apply to matters for which Licensee is responsible pursuant to Section 3(a)(4)(a). The Access Corporation shall, in its rules for Access use, require every access user to indemnify the Licensee, Towns of Bellingham and Mendon, and the Access Corporation and hold each of them harmless against any claims arising out of any programs or program material produced and/or cablecast, including but not limited to claims in the nature of libel, slander, invasion of privacy or publicity rights, obscenity or indecency, non-compliance with applicable laws, license fees and unauthorized use of copyrighted material.

Section 10 Insurance

(a) The Access Corporation shall at all times during the term of the Renewal License, obtain, pay all premiums for, and file with Licensee on an annual basis a certificate of insurance for a comprehensive liability policy indemnifying the Licensee, the Towns of Bellingham and Mendon, their officers and agents, from and against any and all claims and liability for injury or damage to persons or property due to risk or peril caused by the use of access equipment or by facilities for which the Access Corporation has responsibility and shall name both Licensee and the Town of Bellingham additional insured. Such insurance coverage shall not be less than one million dollars (\$1,000,000.00) for personal injury or death to any one person or property damage resulting from any one occurrence.

The Access Corporation shall insure its equipment for theft, loss and damage.

(b) The insurance policy required under paragraph (a) above shall contain the following endorsement:

It is hereby understood and agreed that this policy shall not be canceled or materially changed until thirty (30) days after receipt by the Towns of Bellingham and Mendon, and Massachusetts Cablevision Systems Limited Partnership, its successors and assigns, by certified mail, of one (1) copy of a written notice of such intent.

Section 11 Editorial Control

The Access Corporation shall be responsible for physically managing the cablecasting of all programming and character generated text on the PEG Access Channels, however the Access Corporation is not responsible for pre-screening or exercising editorial control over the programming of individual public access producers. Neither the Issuing Authority nor the Licensee shall engage in program censorship or any other editorial control of the content of Access programming on the Access channels, except as otherwise required or permitted by applicable law. The Access Corporation may exercise editorial control of Programming produced by its own staff and may exercise its own First Amendment rights. The Issuing Authority and the Town of Bellingham Public School Department may exercise editorial control over the Governmental and Educational Access Channels, respectively, in accordance with applicable law.

Section 12 Informational and Annual Reports

On or before January 30 of each year commencing on or before January 30, 2000, the each of the Towns or their Access designee(s) shall submit to the Licensee a written report showing actual disbursements made of the funds Licensee gives each of the Town(s) pursuant to Article 5 of the Renewal Licenses between each of the Towns and Licensee for annual support for PEG access or for PEG access facilities funding and a detailed statement explaining the allocation of funds, the access needs, interests and operations of the various entities using the PEG access facilities. In addition, with regard to the Town of Mendon, the Town or its designee will also report on the actual disbursements made with regard to the technology grant. If, upon review of this annual report, the Licensee determines that the use of any portion of the funds has not been directly related to PEG access, the Licensee may in writing request a hearing before the relevant Issuing Authority(s). After such hearing, and upon written request of Licensee, the Issuing Authority(s) will respond to the Licensee's allegations in writing. If the Issuing Authority(s) agree(s) with Licensee's allegations, it/they shall take measures to see that such funds are expended appropriately in the future. If, upon receipt of a subsequent annual report, the Licensee again determines the use of any portion of the funds has not been appropriate, the Licensee may in writing request another hearing before the relevant Issuing Authority(s). If the Issuing Authority(s) make(s) a finding in accordance with the Licensee's determination, it shall direct the Licensee to withhold an amount of PEG support or access facilities funding corresponding to the amount which is the subject of the dispute, until such time as safeguards are in place to assure use of such funds for PEG access support and facilities funding. If following the Licensee's second request for Issuing Authority remedial action, the Issuing Authority(s) disagree(s) with the Licensee concerning the appropriateness of the use of funds, the matter may be referred to the Cable Television Division of the Massachusetts Department of

Telecommunications and Energy upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS _____ DAY OF _____, 1998.

TOWN OF MENDON
BY THE BOARD OF SELECTMEN

TOWN OF BELLINGHAM
BY THE BOARD OF SELECTMEN

, Chairman

, Chairman

ACCESS BELLINGHAM, INC.
A.K.A. BELLINGHAM AND MENDON
PEG ACCESS CORPORATION

By: _____
its _____

MASSACHUSETTS CABLEVISION
SYSTEMS LIMITED PARTNERSHIP

By: _____
its _____

Exhibit 1

Statement of Principles for Shared Bellingham-Mendon Access Corporation

Proposed Framework

Residents of participant Towns to have same membership rights (e.g., training and access to equipment.)

Towns to have substantially proportional representation on the Board of Directors with director proportions based on Town population or subscribership. Population or subscribership proportions to be checked and updated every two years.

Corporation's bylaws and articles to codify principles as adopted under paragraphs 1 & 2 above.

Operations concerns of member Town to be addressed, e.g. Mendon's concern for access corporation outreach to Mendon residents and location of satellite equipment in Mendon as agreed between the Towns.

Premise of above equitable participation in corporation's benefits is adequate and equitable/proportional contribution of annual access funds/operating grants to shared studio corporation.

Licensee is not a party to this Statement of Principles and has no obligation to ensure this "Statement of Principles" is enforced between the Towns of Bellingham and Mendon and the PEG Access Corporation.

Renewal License Town of Mendon 11/21/98

Exhibit 5.1(b)(3)(a)

Plan of Studio Space

Schedule of Improvements

Renewal License Town of Mendon 11/21/98

Exhibit 5.1(b)(4)(a)

LO/Access Equipment to be Deeded

Renewal License Town of Mendon 11/21/98

Exhibit 7.2.1

FCC Customer Service Obligations

Renewal License Town of Mendon 11/21/98

Exhibit 7.2.2

Massachusetts Billing and Termination Regulations

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Mendon, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Massachusetts Cablevision Systems Limited Partnership.

The Town of Mendon, MA

Massachusetts Cablevision
Systems Limited Partnership

Witnessed By:

Witnessed By:

Nick Leuci