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March 8, 2010

VIA OVERNIGHT MAIL

Board of Selectmen
Orleans Town Hall
Town of Orleans
19 School Road
Orleans, MA 02653

Re: Orleans, Massachusetts Cable Television Renewal License

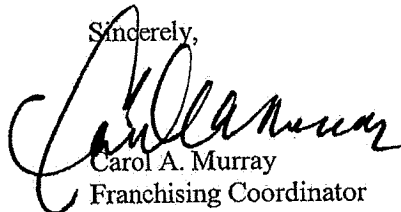
Dear Chair and Members of the Board:

Enclosed please find two fully executed originals of the Cable Television Renewal License between the Town of Orleans and Comcast of Massachusetts I, Inc. As you know, the amended/restated term is for the period of February 1, 2010 through March 31, 2012. The renewal term is for a ten year period, which will commence on April 1, 2012 and will expire at midnight on March 31, 2022.

Please note that Section 10.2 (a) incorrectly referenced provisions in Sections 11.1 and 11.2. The correct reference is to the provision in Section 12.1. The error has been corrected and a new page has been included for you to insert into your copy of the license.

If you have any questions, please feel free to contact me at 603.695.1490.

Sincerely,



Carol A. Murray
Franchising Coordinator

/cam

Enc.

cc: Cable Advisory Committee, c/o Orleans Town Hall
Catrice Williams - Massachusetts Cable Television Division Municipal Liaison
Nick Leuci - Comcast Vice President of Franchising & Community Relations (2nd original)
Timothy Murnane - Comcast Vice President of Government & Community Relations (3rd original)
Bob Carr, Sr. Director, Government & Community Relations
Mary O'Keeffe - Comcast Sr. Manager of Government & Community Relations
Comcast Local Accounting Department
Comcast Corporate Government Affairs Department
William Solomon, Esq.

(ix) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(x) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. All certificates shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s).

SECTION 10.2 – PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Twenty-Five Thousand Dollars (\$25,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 12.1 below.

(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, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Twenty-Five Thousand



Comcast Cable Communications, Inc.
Deer Crossing Suite E21
681 Falmouth Road
Mashpee, MA 02649
508 477-7738 (phone)
508-477-7775 (fax)

February 1, 2010

Board of Selectmen
Town of Orleans
Orleans Town Hall
19 School Road
Orleans, MA 02653

Re: Comcast Courtesy Service

Dear Members of the Board:

I am pleased to inform you that Comcast will continue to provide "Standard Service" or its equivalent to all public schools, police and fire stations, public libraries and other public buildings listed in **Exhibit 3.6** of the *Renewal License* for the entire term of the license.

Yours truly,

A handwritten signature in cursive script that reads "Mary O'Keeffe".

Mary O'Keeffe
Senior Manager of Government and Community Relations

cc: Timothy G. Murnane, Vice President, Government and Community Relations, Comcast



Comcast Cable Communications, Inc.
Deer Crossing Suite E21
681 Falmouth Road
Mashpee, MA 02649
508 477-7738 (phone)
508-477-7775 (fax)

February 1, 2010

Board of Selectmen
Town of Orleans
Orleans Town Hall
19 School Road
Orleans, MA 02653

Re: Discount available to Eligible Senior Citizens

Dear Members of the Board:

The purpose of this letter is to outline the senior citizen discount that will be provided by Comcast to qualified Orleans cable service subscribers.

Comcast will voluntarily offer a discount equal to ten percent (10%) off its monthly Basic Service. Said discount will be provided to those persons age sixty-five (65) or older, who are head of household and are receiving one of the following: Medicaid benefits; or Mass. Fuel Assistance. A qualifying subscriber must be able to show proof of such qualifications. Acceptable documentation would be the following:

- Proof of Age – Drivers License, Birth Certificate, or Passport
- Head of Household – Lease, Deed, City Tax Bill
- Medicaid benefits under Social Security – Mass Health Card
- Mass Fuel Assistance - copy of fuel assistance benefit certificate or receipt

The period for the senior citizen discount will be concurrent with the recently executed cable television Renewal License. Comcast reserves the right to modify or eliminate such program at its sole discretion.

In the event Comcast adopts and offers a statewide senior citizen discount program, Comcast reserves the right to implement such program, after reasonable written notice to your office.

Yours truly,

Mary O'Keefe
Senior Manager of Government and Community Relations

cc: Timothy G. Murnane, Vice President, Government and Community Relations, Comcast

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

Comcast of Massachusetts I, Inc.

Granted By

**THE BOARD OF SELECTMEN
TOWN OF ORLEANS
MASSACHUSETTS**

Effective Date: February 1, 2010

**Amended/Restated Term:
February 01, 2010 – March 31, 2012**

**Renewal Term
April 1, 2012 – March 31, 2022**

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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 Orleans, Massachusetts (hereinafter the "Town"), said license having commenced on April 1, 2002;

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

WHEREAS, the Town's Board of Selectmen, as 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

WHEREAS, the Issuing Authority finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License (which includes an amended/restated term of February 1, 2010 through March 31, 2012 and a renewal term of April 1, 2012 through March 31, 2022) 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 Orleans resident and/or any Persons affiliated with a Orleans 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/or 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 any service tier 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 Orleans, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title 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) or its successor.

(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 February 1, 2010.

(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 Orleans and/or its designee(s), 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 from the operation of the Cable System in the Town of Orleans to provide Cable Service, including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all other Cable Service fees and 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; leased access revenues, and advertising revenues, but not including home shopping revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, 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 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.

(n) Headend – shall mean the electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming signals for distribution over the Cable System.

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

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

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

(r) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evenings at least one (1) night per week and/or some weekend hours.

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

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

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

(v) PEG Access User or 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.

(w) PEG Access Programming – shall mean non-commercial programming produced in accordance with 47 U.S.C. 531 and this Renewal License.

(x) 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.

(y) Public, Educational and Governmental (PEG) Access Channel – A Licensee-owned video channel which the Licensee shall make available to the Town of Orleans and designees of the Town of Orleans, 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 the Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

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

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

(ac) Standard Installation – The installation which can be completed using a Drop of up to one hundred fifty feet (150') aerial.

(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 Orleans, 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.

(ai) Video Return Lines - The dedicated, separate video return lines providing upstream capacity for Video Programming from specific sites.

**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 (with an amended/restated term of February 1, 2010 to March 31, 2012 and a renewal term from April 1, 2012 to March 31, 2012) 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 Orleans.

(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 License shall be in effect for the period of February 1, 2010 through midnight March 31, 2012 as the amended/restated term, which replaces the existing License in its entirety, and then, without interruption, from April 1, 2012 through midnight, March 31, 2022 as the renewal term.

SECTION 2.3 - RENEWAL

(a) In accordance with the provisions of federal law, M.G.L. c. 166A, § 13 and applicable

applicable regulations, this Renewal License shall be subject to additional renewals for 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 the 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 Orleans; 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