

CHARTER LICENSE AGREEMENT

This License Agreement is between the Town of Paxton, hereinafter referred to as the "Issuing Authority" and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc., hereinafter referred to as the "Licensee."

WHEREAS, the Issuing Authority of the Town of Paxton, Massachusetts ("Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Paxton and

WHEREAS, the Issuing Authority finds that the Licensee has substantially complied with the material terms of the current License under applicable laws, and that the financial, legal and technical ability of the Licensee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Issuing Authority desires to enter into this License with the Licensee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Issuing Authority and Licensee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this License renewal;

NOW, THEREFORE, the License Authority and Licensee agree as follows:

SECTION 1 Definition of terms

1.1 Terms. For the purpose of this License the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board/Council" shall mean the Board of Selectmen, the governing body of the Town of Paxton.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. Seq.
- D. "Effective date" or "Execution date" shall mean the date upon which the Licensee accepts the License as reflected on the signature page below.
- E. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- F. "License Authority" shall mean the Board of Selectmen of Paxton.
- G. "License" or "Franchise" shall mean the non-exclusive rights granted pursuant to this License to construct and operate a Cable System along the public ways within all or a specified area in the Service Area.
- H. "Licensee" or "Grantee" shall mean Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc., or its lawful successor, transferee or assignee.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.
- K. "Public School" shall mean any school at any educational level operated within the Service Area by any public school system, but limited to, elementary, junior high school, and high school.

- L. "Reasonable notice" shall be written notice addressed to the Licensee at its principal office or such other office as the Licensee has designated to the Issuing Authority as the address to which notice should be transmitted to it.
- M. "Service Area" shall mean the geographic boundaries of the Town of Paxton, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- N. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 aerial feet from the point of connection to Licensee's existing distribution system.
- O. "State" shall mean the Commonwealth of Massachusetts.
- P. "Street" or "Streets" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Issuing Authority in the Service Area, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- Q. "Subscriber" shall mean any person lawfully receiving Cable Service from the Licensee.

SECTION 2

Grant of License

2.1 Grant. The Issuing Authority License hereby grants to the Licensee a nonexclusive License which authorizes the Licensee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The License and the rights, privileges and authority hereby granted shall be for a term often (10) years, commencing on the Effective Date of this License as set forth in subsection 15.7, unless otherwise lawfully terminated in accordance with the terms of this License.

2.3 License Requirements For Other License Holders. In the event that the Issuing Authority grants one (1) or more License(s) or similar authorizations, for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the Cable System, it shall not make the grant on more favorable or less burdensome terms. If said other License(s) contain provisions imposing lesser obligations on the company(s) thereof than are imposed by the provisions of this License, Licensee may petition the Issuing Authority for a modification of this License. The Licensee shall be entitled, with respect to said lesser obligations to such modification(s) of this License as to insure fair and equal treatment by this License and said other agreements.

In the event that a non-Licensed multichannel video-programming distributor provides service to the Service Area, the Licensee shall have a right to request License amendments that relieve the Licensee of burdens that create a competitive disadvantage to the Licensee. In requesting amendments, the License shall file a petition seeking to amend the License. Such petitions shall:

1. Indicate the presence of a non-Licensed competitor(s);
2. Identify the basis for Licensee's belief that certain provisions of the License place Licensee at a competitive disadvantage;
3. Identify the burdens to be amended or repealed in order to eliminate the competitive disadvantage.

The Issuing Authority shall not unreasonably withhold granting the Licensee's petition.

2.4 Police Powers and Conflicts with License. By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way. In the event of any conflict between the License and any Issuing Authority ordinance or regulation, the terms of this License will prevail. This License is a contract and except as to those changes, which are the result of the Issuing Authority's exercise of its general police power, the

Issuing Authority may not take any unilateral action, which materially changes the explicit mutual promises in this contract. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority.

2.5 Cable System License Required No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System License.

SECTION 3

License Renewal

3.1 Procedures for Renewal The Issuing Authority and the Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of the Licensee's License shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification The Licensee shall, by acceptance of the License granted herein, defend the Issuing Authority, its officers, boards, commissions, agents, and employees for all claims for injury to any person or property caused by the negligence of Licensee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Issuing Authority, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any person or property as a result of the negligence of Licensee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Issuing Authority shall give the Licensee written notice of its obligation to indemnify the Issuing Authority within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Town shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle or compromise any claims arising hereunder and the Town shall cooperate fully herein. If the Town determined in good

faith that the Licensee cannot represent its interests, the Licensee shall be excused from any obligation to represent the Town. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Issuing Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Issuing Authority or for the Issuing Authority's use of the Cable System, including any PEG channels.

4.2 Insurance.

- A. The Licensee shall maintain throughout the term of the License insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.)
Auto Liability including coverage on all owned, non- owned hired autos Umbrella Liability	\$2,000,000 General Aggregate \$1,000,000 per occurrence C.S.L.

Umbrella Liability

\$1,000,000 per occurrence

- B. The Issuing Authority shall be added as an additional insured to the above Commercial General Liability and Umbrella Liability insurance coverage.
- C. The Licensee shall, upon request, furnish the Issuing Authority with current certificates of insurance evidencing such coverage.

4.3 Performance Bond.

In accordance with M.G.L. c. 166A, §5(k), the Licensee shall submit and maintain throughout the term of the Renewal License a bond with corporate surety satisfactory to the Issuing Authority in the amount of ten thousand dollars (\$10,000) conditioned on the following terms:

- (1) The satisfactory operation of the Cable System in accordance with the provisions of M.G.L. c. 166A, §5(a), (m) & (n) and this License.
- (2) The satisfactory restoration of pavement, sidewalks and other improvements in accordance with M.G.L. c. 166A, §5(g) and as approved by the Issuing Authority and Superintendent of Streets of the Town;
- (3) The sightly preservation of trees and the vegetation in accordance with M.G.L. c. 166A, §5(a) and as approved by the Issuing Authority and Tree Warden;
- (4) The indemnification of the Town in accordance with M.G.L. c. 166A, §5(b);
- (5) The satisfactory removal of the cable system in accordance with M.G.L. c. 166A, §5(f) and within six (6) months from the date of lawful notice from the Issuing Authority to so remove the cable system.
- (6) Substantial compliance with material terms of license

This bond may be terminated or cancelled by Surety by thirty (30) days prior notice in writing to Principal and to Obligee at the end of the term of the current License or earlier if the bond can be terminated due to a change in state or federal law. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. No claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commended with (12) months after the effective date of any termination or cancellation of this bond. The liability of the Surety shall be limited to the amount set forth above and is no cumulative.

SECTION 5

Service obligations

5.1 No Discrimination. Licensee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Licensee shall comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

5.3 F.C.C. Customer Service. The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309.c).

SECTION 6

Service Availability

6.1 Service Area. The Licensee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least twenty five (25) residences per mile as measured from Licensee's closest technologic feasible tie in point; provided, however, that (i) all such homes are on the Public Way or a Private Way where Cable Service is available on the Effective Date of this License; (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable. The Licensee has the right, but not an obligation, to provide Cable Service to areas not meeting the above standard. Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

6.2 Service to New or Previously Unserved Single Family Dwellings. Subject to the requirements of Section 6.1 above, the Licensee shall offer Cable Service to all new homes or previously unserved single dwellings located within 150 aerial feet of Licensee's feeder cable at its published rates for Standard Installation. Longer aerial drops and underground drops shall be priced in accordance with Licensee's policies governing non-standard installations.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Issuing Authority agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Licensee at least 30 days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Licensee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Licensee's expense. Licensee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Licensee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Licensee.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Licensee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 **Safety.** The Licensee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage,

7.4 **Network Technical Requirements.** The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of meeting or exceeding all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC regulations.

7.5 **Performance Monitoring.** Licensee shall test the Cable System consistent with the FCC regulations.

SECTION 8

Conditions on Street Occupancy

8.1 **General Conditions.** Licensee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property until the written approval of the Issuing Authority is obtained, which approval shall not be unreasonably withheld.

8.2 **Underground Construction.** The facilities of the Licensee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Licensee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Issuing Authority, the Licensee shall likewise place its facilities underground. In the event that the Issuing Authority or any agency thereof for the placement of cable underground or the movement of cable reimburses any telephone or electric utilities, Licensee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 **Permits.** The Issuing Authority shall cooperate with the Licensee in granting any permits required, providing such grant and subsequent construction by the Licensee shall not unduly interfere with the use of such Streets.

8.4 **System Construction.** All transmission lines, equipment and structures shall be so

installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Licensee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Licensee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Licensee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Issuing Authority to remove any of the Licensee's facilities, no charge shall be made by the Licensee against the Issuing Authority for restoration and repair, unless such acts amount to gross negligence by the Issuing Authority.

8.7 Tree Trimming. Licensee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Issuing Authority. The Licensee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Licensee when lawfully required by the Issuing Authority pursuant to its police powers. Licensee shall be responsible for any costs associated with these obligations to the same extent all other users of the Issuing Authority rights-of-way are responsible for the costs related to their facilities.

8.9 Relocation for a Third Party. The Licensee shall, on the request of any person holding a lawful permit issued by the Issuing Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Licensee, provided that the expense of such is paid by any such person benefiting from the relocation and the Licensee give reasonable advance written notice to prepare for such changes. The Licensee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall

be no less than ten (10) business day in the event of a temporary relocation and no less than one hundred twenty days (120) for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any person using the Streets for the purpose of defraying the cost of any of the foregoing, the Issuing Authority shall reimburse the Licensee in the same manner in which other persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Issuing Authority shall make application for such funds on behalf of the Licensee.

8.11 Emergency Use. Licensee will comply with all federal and state Emergency Alert System ("EAS"), requirements.

SECTION 9

Service And Rates

9.1 Phone. The Licensee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Licensee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Licensee's name, address and local telephone number. Such instructions may be provided electronically if permitted by applicable law. Licensee shall give the Issuing Authority prior notice of any rate increases, channel lineup or other substantive service changes in accordance with applicable FCC rules.

9.3 Rate Regulation. Issuing Authority shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Issuing Authority. If and when exercising rate regulation, the Issuing Authority shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. Licensee shall comply with the billing and termination rules of the Massachusetts Department of Telecommunications & Cable, 207 C.M.R. 10.00, as they may be amended.

SECTION 10

License Fee

10.1 Amount of Fee.

- a) Pursuant to MGL Chapter 166A §9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a license fee equal to \$0.50 per Subscriber per year. The number of Subscribers, for purposes of this section, shall be calculated in accordance with applicable State law.
- b) In the event that the Town is permitted to collect a license fee expressed as a percentage of gross annual revenue in the future, the Licensee may conduct a public hearing to establish such license fee, and after such hearing, the Issuing Authority shall provide notice to Licensee of the amount of the fee. Subject to applicable law, Licensee shall (i) within sixty (60) days of receipt of the notice commence paying such a percentage license fee to the Town in accordance with applicable Law and based on gross annual revenues; and (ii) file with the Issuing Authority, with each such percentage license fee payment, a statement certified by a financial officer of Licensee identifying the Gross Revenues derived during the previous year.
- c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable Law in excess of five (5) percent of its Gross Annual Revenues. Further, if in the future, license fee payments to the Town are based on a percentage of gross annual revenue and said payments are in excess of (5) five percent of Licensee's gross annual revenues, said payments will be decreased by the aggregate amount of the annual access funding and operating support provided to Town by Licensee in order to stay within the five percent (5%) of Gross Annual Revenues cap specified herein.

10.2 Payment of Fee. Pursuant to M.G.L. c. 166A, § 9, the license fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless otherwise required by applicable law.

10.3 Accord and Satisfaction. No acceptance of any payment by the Issuing Authority shall be construed as a release or as an accord and satisfaction of any claim the Issuing Authority may have for additional sums payable as a License fee under this License.

10.4 Limitation on Recovery. In the event that any License payment or recomputed payment is not made on or before the dates specified herein, Licensee shall pay an interest charge, computed from such due date, at the annual rate of one percent over the prime interest rate. The period of limitation for recovery of any License fee payable hereunder shall be three (3) years from the date on which payment by the Licensee was due.

SECTION 11

Transfer of License

11.1 License Transfer. The License granted hereunder shall not be transferred or assigned, without the prior consent of the Issuing Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in the License or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Issuing Authority shall notify the Licensee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Issuing Authority has not taken action on the Licensee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Issuing Authority shall be deemed given.

11.2 Transfer to Affiliates. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by the Licensee, or any Person that owns or controls the Licensee. Licensee shall notify the Issuing Authority thirty (30) days prior to any such sale, assignment or transfer.

SECTION 12

Records, Reports And Maps

12.1 Reports Required. The Licensee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Licensee's policy in connection with its Subscribers shall be filed with the Issuing Authority upon request.

12.2 Records Required.

The Licensee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.
- B. A set of strand map showing the location of the Cable System.

12.3 Inspection of Records. Licensee shall permit any duly authorized representative of the Issuing Authority, upon receipt of advance written notice to examine during normal business hours and on a nondisruptive basis records reasonably necessary to ensure Licensee's compliance with the License. Such notice shall specifically reference the subsection of the License that is under review so that the Licensee may organize the necessary books and records for easy access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than one (1) year, except for complaints related to any License Fee or other payments to the Issuing Authority, which shall be maintained for three (3) years. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Issuing Authority agrees to treat as confidential any books; records or maps that constitute proprietary or confidential information to the extent Licensee make the Issuing Authority aware of such confidentiality. If the Issuing Authority believes it must release any such confidential books or records in the course of enforcing this License, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Issuing Authority agrees that, to the extent permitted by state and federal law, it shall deny access to any of Licensee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Community Programming

13.1 Service to Schools and Municipal Buildings. Upon written request of the Issuing Authority, the Licensee shall on a voluntary basis provide, without charge, Standard installation and one (1) outlet and equipment of Basic Service, to the locations listed in Exhibit A. In the event Licensee wishes to discontinue the voluntary offering set forth in this Section 13.1, it shall provide at least ninety

(90) days' advance written notice to the Issuing Authority.

13.2 Limitations Use. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Issuing Authority shall take reasonable precautions to prevent any use of the Licensee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. The Issuing Authority shall hold the Licensee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by subsection 13.1 above.

13.3 PEG Access Channels. The Licensee shall make available channel capacity on its Cable System for up to three (3) channels for PEG access-programming use, subject to sufficient demand and need for such channels. Use of these channels by the Town or schools and organizations or producers shall be strictly non-commercial in nature.

13.4 Public, Educational And Governmental Access Equipment and Funding

- (a) The Licensee shall provide a one-time cash payment to the Town's special PEG Access account or Public Access corporation, if so designated by the Issuing Authority in writing, in the amount of five thousand dollars (\$5,000) to be used to purchase, lease, and/or improve PEG Access equipment and facilities.

The Licensee shall provide a quarterly payment to the Issuing Authority to support PEG Access operations and capital and equipment needs which shall be five percent (5%) of the annual Gross Revenue received by the Licensee in the Town of Paxton. Each such payment shall be accompanied by a report indicating the Gross Revenue calculation for that specific period. The quarterly payment shall be made within forty-five (45) days of the calendar quarter. This payment may be passed on to the subscribers and identified as a separate line item on the subscribers monthly statement to the extent allowed by applicable law.

13.5 Equipment Ownership And Maintenance The Town shall own all PEG access equipment and, accordingly, shall be responsible for maintenance, repair and replacement of all such PEG access equipment.

13.6 HD PEG Programming. Within twelve (12) months after the execution of the agreement required by Subsection 13.6.3 below, Licensee shall replace one (1) existing standard definition ("SD") PEG Access Channel with a High Definition ("HD") PEG Access Channel. Licensee's provision of PEG Access Channels in HD is subject to the following conditions:

- 13.6.1 The Town or its designee shall be capable of producing and delivering programming in an HD format.

13.6.2 Licensee may implement HD carriage of the PEG Access Channel in any technological manner it chooses (including selection of compression, utilization of IP, and other processing characteristics).

13.6.3 The Town or its designee shall enter into a contract with Licensee (or an affiliate of the Grantee) that will govern the terms, conditions, and costs for necessary for the conversion to HD, as well as the ongoing transmission, maintenance, and monitoring of such HD PEG Access Channel signal from the Town's or designee's origination point to the Licensee's headend or hubsite. In the event the contract referenced herein is terminated prior to the expiration of this License, Grantor's obligation to carry the PEG Access Channel subject to the contract shall cease.

13.7 Access Cablecasting The Licensee shall permit the Issuing Authority and/or its PEG Access Designee to continue to use the existing PEG origination site at the Fire safety building, 576 Pleasant Street, Paxton, MA. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be responsible for all costs associated with necessary equipment upgrades or replacements; relocating any connection; re-installing and/or replacing any connection at an existing location; and installing any new connection.

13.8 Editorial Control Neither the Licensee nor the Issuing Authority may engage in any editorial control of the content of the access programming on the Cable System, except as otherwise required or permitted by applicable Law. In furtherance thereof, the Town will require program producers to assume individual responsibility for any program-based liability, subject to the Cable Act, FCC requirements or other applicable law. Nothing herein shall be construed to limit the Licensee's right or ability to cablecast local programming at the Licensee's sole discretion.

SECTION 14

Enforcement Or Revocation

14.1 Notice of Violation. If the Issuing Authority believes that the Licensee has not complied with the material terms of the License, the Issuing Authority shall first informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem, the Issuing Authority shall notify the Licensee in writing of the exact nature of the alleged noncompliance.

14.2 Licensee's Right to Cure or Respond. The Licensee shall have thirty (30) days from receipt of the notice described in subsection 14.1 to (i) respond to the Issuing Authority, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Issuing Authority of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Licensee fails to respond to the notice received from the Issuing Authority pursuant to the procedures set forth in subsection 14.2, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Issuing Authority shall provide the Licensee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Issuing Authority in a newspaper of general circulation within the Issuing Authority in accordance with subsection 15.5 hereof.

14.4 Enforcement. Subject to applicable federal and state law, in the event the Issuing Authority, after the hearing set forth in subsection 14.3 above, determines that the Licensee is in default of any provision of the License, the Issuing Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the License, seek to revoke the License itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the License, the Issuing Authority shall give written notice to the Licensee of its intent to revoke the License on the basis of a pattern of noncompliance by the Licensee, including one or more instances of substantial noncompliance with a material provision of the License. The notice shall set forth the exact nature of the noncompliance. The Licensee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged

noncompliance. If the Issuing Authority has not received a satisfactory response from Licensee, it may then seek to revoke the License at a public hearing. The Licensee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the License.

- B.* At the hearing, the Board shall give the Licensee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the License shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Licensee within ten(10) business days. The decision of the Board shall be made in writing and shall be delivered to the Licensee. The Licensee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*.

SECTION 15

Miscellaneous Provisions

15.1 Force Majeure. The Licensee shall not be held in default under, on in noncompliance with the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Licensee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Licensee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Issuing Authority's intention to subject the Licensee to penalties, fine, forfeitures or revocation of the License for violations of the License where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the License territory, or where strict performance would result in practical difficulties and hardship to the Licensee which outweighs the benefit to be derived by the Issuing Authority and/or Subscribers.

15.2 Action of Parties. In any action by the Issuing Authority or the Licensee that is

mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.3 Notices. Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Board of Selectmen, Town of Paxton, Town Hall, 697 Pleasant Street, Paxton, Massachusetts 01612, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Director, Government Affairs, Charter Communications, 301 Barber Avenue, Worcester, Massachusetts 01606, with a copy sent to Vice President, Local Government Affairs & Franchising, Charter Communications 601 Massachusetts Avenue NW, Suite 400W, Washington DC 20001, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.

15.4 Public Notice. Minimum public notice of any public meeting relating to this License shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Issuing Authority.

15.5 Severability. If any section, subsection, sentence, clause, phrase, or portion of this License is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this License.

15.6 Entire Agreement. This License sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of

this License. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby.

15.7 Effective Date. The effective date of this Franchise shall be the date of acceptance by the Licensee as recorded on the signature pages below. This Franchise shall expire on ten (10) years after the Effective Date unless extended by applicable law and/or the mutual agreement of the parties.

Considered and approved this ____ day of _____, 2025.

Town of Paxton, MA
Board of Selectmen

Signature:  _____
Julia Pingitore (Apr 15, 2025 09:14 EDT)

Name/Title: Julia Pingitore

Town of Paxton, MA
Board of Selectmen

Signature:  _____
Carol Riches (Apr 14, 2025 14:31 EDT)

Name/Title: Carol Riches

Town of Paxton, MA
Board of Selectmen

Signature:  _____
Kirk Huehls (Apr 14, 2025 15:18 EDT)

Name/Title: Kirk Huehls

Accepted this 22 day of May, 2025, subject to applicable federal and State law.

Spectrum Northeast, LLC, an indirect subsidiary of
Charter Communications

Signature:  _____

Name/Title: Paul Abbott, VP Local Government Affairs and Franchising

EXHIBIT A
MUNICIPAL BUILDINGS TO BE PROVIDED
CABLE SERVICE PURSUANT TO SECTION 13.1

Paxton Highway & Water Department	107 Holden Rd
Richards Memorial Library	44 Richards Ave
Paxton Council on Aging	17 West St
Paxton Center School	19 West St
Paxton Safety Building (Fire, Police & PEG)	576 Pleasant St
Paxton Town Hall	687 Pleasant St