

LICENSE RENEWAL AGREEMENT

TWC Proposal

AGREEMENT made as of this 5th day of January 2011, between the TOWN OF RICHMOND ("Town") and Time Warner Entertainment-Advance/Newhouse Partnership d/b/a Time Warner Cable, through its Albany Division, having an office and principal place of business at 1021 High Bridge Road, Schenectady, NY 12203.

WHEREAS, the Company has applied to the Town for a renewal of its License granting it the right to construct and operate a cable television system within the geographical boundaries of the Town; and

WHEREAS, the Company is providing such service to the Town pursuant to a License dated October 1, 1997 and

WHEREAS, on November 3, 2010, the Town held a full public hearing affording due process to consider the renewal of the cable television License to the Company under the franchising procedures of Chapter 166A of the General Laws of the Commonwealth of Massachusetts ("Chapter 166A"); and

WHEREAS, the technical and financial ability and character of the Company were considered and approved at such hearing; and;

WHEREAS, this proposed License agreement complies with the standards of Chapter 166A; and

WHEREAS, by resolution of the Town dated November 3, 2010 the Selectmen granted a non-exclusive cable television License to the Company upon the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1. Short Title

This License shall become known and may be cited as the "Town of Richmond Cable Television License".

Section 2. Definitions

For the purpose of this Agreement the following terms, phrases, words, abbreviations and their derivations shall have the meaning given 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 vice versa. The word "shall" is always mandatory and not merely directory.

(A) "Agreement" means this contract and its provisions.

(B) "Town" shall mean the Town of RICHMOND organized and existing under the laws of the Commonwealth of Massachusetts..

(C) "Cable service" means

- (1) the one-way transmission to subscribers of (a) video programming, or (b) other programming service, and
- (2) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service;

(D) "Cable television system" means 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 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 common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system 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 the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(E) "Gross Revenues" shall mean any and all revenues as determined in accordance with GAAP received by the Company, its affiliates, subsidiaries, parents, directly or indirectly, from subscribers, advertisers or other users of the Cable Television System in connection with the operation of the Cable Television System to provide cable service within the Town, including, but not limited to, any and all sums received from subscribers or users in payment of installation charges and for programs received (whether as part of basic service, pay cable service or otherwise) and/or transmitted, advertising revenue, and any other monies on which cable franchise fees can be imposed consistent with federal and state laws and regulations but not including any taxes on services furnished by the Company imposed directly on any subscriber or user by any governmental unit and collected by the Company for such governmental unit. "Gross Revenues" shall include monies received by the Company which are attributable to franchise fees to the extent consistent with applicable law. Gross Revenues shall not include revenues of any

affiliate, subsidiary, parent, to the extent that such receipts are also included in the Gross Revenue of the Company.

(F) "FCC is the Federal Communications Commission.

(G) "License" shall mean and include any authorization granted hereunder in terms of License, right, privilege and non-exclusive authority to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys public ways, public places now laid out or dedicated, and all extensions thereof, and additions thereto in the Town, a system of poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary to maintain and operate a Cable Television system in the Town.

(H) "Person" shall mean any person, firm, partnership, association, corporation, company or other organization of any kind.

(I) "Subscriber" shall mean any "person" so described in subpart (H) above who purchases or is authorized to receive cable service from the Company.

Section 3. Grant of Non-Exclusive Cable Television License

There is hereby granted by the Town to the Company the non-exclusive License, right, privilege, authority, easement and license to construct, erect, suspend, install, renew, maintain and operate throughout the entire Town in, upon, along, across, above, over and under the streets, alleys, easements, public ways and public places as now laid out or dedicated, and all extensions thereof, and additions thereto, in the Town a system of poles, wires, cables, underground conduits, ducts, trenches, conductors, amplifying equipment, manhole fittings and any and all other fixtures, appliances and appurtenances necessary for the installation, maintenance and operation in the Town of a Cable Television system.

This Agreement shall further include the License, right, privilege, easement, and authority to construct, erect, suspend, install, lay, renew, repair, maintain and operate such poles, wires, cables, underground conduits, manholes, ducts, trenches, fixtures, appliances, and appurtenances for the purpose of distribution of cable service to inhabitants both within and beyond the limits of the Town. Without limiting the generality of the foregoing, this non-exclusive License shall and does hereby include the right, in, over and upon the streets, sidewalks, alleys, easements (including public utility easements) where such easements have been granted by the Town, public grounds and places in the Town for the purpose of installing, erecting, operating or in any other way acquiring the use of, as by leasing, or licensing, all poles, lines and equipment necessary to operate a Cable Television system and the right to make connections to subscribers, the right to repair, replace and enlarge and extend said lines, equipment and connections, and to maintain and use the same for the purpose of transmitting and distributing cable services. The right granted for the purposes herein shall be non-exclusive.

If the Town grants a cable television License to another operator which overall provides greater benefits to or imposes lesser burdens on the other operator than this License overall, the Town agrees to amend this License to overall provide such greater benefits or lesser burdens to the Company

Notwithstanding any other provision in this License: In the event any change to local, state or federal law occurring during the term of this License eliminates the requirement for any persons desiring to construct, operate or maintain a cable system in the Town to obtain a License from the Town for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this License

and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this License pursuant to this provision, this License shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing License agreements to continue until the date of expiration provided in any existing License. Grantee shall remain subject to all applicable laws and regulations with respect to abandonment of service. Furthermore, in the event any change to local, state or federal law occurring during the term of this License materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Town in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, the Town shall agree with Grantee to amend this License to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this License than any other persons that might construct, operate or maintain a cable system in the Town.

This License is for the corporate limits of the Town and for any areas henceforth added thereto during the term of this Agreement which hereinafter shall be known as the License Area.

Section 4. Effective -Date and Term - Removal

(A) The term of this agreement is 10 years from the effective date hereof which is January 18, 2011. At the end of said ten (10) year term, the License may be renewed pursuant to the applicable provisions of the Cable Act which are incorporated herein by reference.

(B) Upon expiration and subsequent failure to renew the License or in the event of termination or revocation of this Agreement, the Company at its sole cost and expense and upon direction of the Town, shall remove the cables and appurtenant devices constructed or maintained in the public rights-of-way in connection with the services authorized herein.

Section 5. Compliance with Applicable Law and Exercise of Reasonable Police Powers

(A) The construction, maintenance and operation of the Company's Cable Television System shall be subject to all lawful police powers and regulations by the Town to the extent not inconsistent with the provisions of this Agreement. The Town shall have the power at any time to order and require the Company to remove and abate any pole, tower, wire, cable, electronic conductor or other structure or facility that is dangerous to life or property upon reasonable demonstration thereof and the giving of appropriate written notice, and in the event the Company, after written notice, fails or refuses to act, the Town shall have the power to remove or abate the same at the expense of the Company.

(B) The Town shall have the right to adopt, in addition to the provisions contained in this Agreement and existing applicable laws, such additional regulations as it shall find necessary from time to time in the exercise of its police power; provided, however, that such regulations are not materially in conflict with the provisions of this Agreement.

Section 6. Conditions of Street Occupancy

(A) Any work which requires the disturbance of any street or which will interfere with traffic shall not be undertaken without prior permission and approval of the manner of doing the work by the Town, as required for other utilities.

(B) No poles, underground conduits or other wire-holding structures shall be erected by the Company without the prior approval of the appropriate Town official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire holding facilities; however, such approval may not unreasonably be withheld. The Company shall have the right to attach its wires to existing poles owned by the Town or any agency of the Town without payment of additional annual rental fees to the Town provided the Company obtains any generally applicable permits and shall pay in advance for all costs of rearrangement of existing wires necessary to achieve clearances as specified by the National Electrical Safety Code.

(C) All structures, lines and equipment erected by the Company within the Town shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other such structures of the electric power company or any telephone company or any other public utility which may be available to the Company on reasonable terms and conditions shall be used to the extent practicable in order to minimize interference with travel. Where both

power and telephone utilities are placed underground, the Company's cable shall also be placed underground.

(D) The Company shall have the right and authority to remove, trim, cut and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks and public places in the Town so as to keep same clear of poles, wires, cables, conduits and fixtures. Forty eight hours prior to commencing any tree trimming, the Company will inform in writing affected landowners and the Town official designated by the Town to monitor the Company's construction activities.

(E) In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense in a manner provided and approved by the Town official designated by the Town, and within 30 days replace and restore all paving, sidewalk, driveway or surfacing so disturbed in as good condition as before said work was commenced. In the event that any municipal property is damaged or destroyed in the course of operations of construction by the Company, such property shall be repaired or replaced by the Company within 30 days and restored to serviceable condition. The Company will provide notice to the Town, as generally required, before commencing any disturbance of such surfacing.

(F) All Company structures, lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition and in good order and repair.

(G) The signal of any audio or video service carried on the Cable Television System shall be carried without material degradation in quality within the limits imposed

by the technical state of the art, and as set forth by the FCC and any applicable technical regulations of General Laws 166A. The Cable Television System shall be operated so that there will be no interference with television reception, radio reception, telephone communications, or other installations which are now installed and in use by the Town or any person in the Town.

Section 7. Service Area and Line Extension

(A) Throughout the term hereof, the Company shall extend the Cable Television System to all areas of the Town that are contiguous to the existing service area and contain at least twenty (20) residential dwelling units per cable mile. No contributions in aid of construction shall be required of residents in such areas.

Density per cable mile shall be computed by dividing the number of Residential Dwelling Units in the area by the length, in miles or fractions thereof, of the total amount of aerial or underground cable necessary to make service available to the Residential Dwelling Units in such area in accordance with Grantee's system design parameters. The cable length shall be measured from the nearest point of access to the then-existing system, provided that the extension is technically feasible from that point of access, and located within the Public Rights-of-Way. The total cable length shall exclude the drop cable necessary to serve individual Subscriber premises.

(B) In any area containing less than 20 residential dwelling units per cable mile, the Company shall have the right to extend service thereto, and it shall be entitled to and shall receive from each Subscriber therein, as a condition precedent to its obligation to commence construction, a contribution-in-aid-of construction in such amount as shall be determined by the line extension formula below.

Line extension area shall be any area within the Licensed area which does not meet the density standard of this section. Service will not be denied to potential subscribers located in line extension areas who are willing to contribute to the cost of construction in accordance with the following formula:

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the area where Licensee is obligated to provide cable service without a contribution in aid of construction; P equals the minimum number of dwelling units per mile which would require the Licensee to provide service without a contribution in aid of construction; LE equals the number of dwelling units requesting service in the line extension area; SC equals subscriber contribution in aid of construction in the line extension area.

(i) Whenever the potential subscriber located in a line extension area requests a service, the Licensee will, within thirty (30) days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution in aid of construction that may be charged. The Licensee may require pre-payment of the contribution in aid of construction. The Licensee will provide line extensions within ninety (90) days after all necessary agreements, easements, and pole licenses have been issued, subject to special circumstances.

(ii) The contribution in aid of construction shall be in addition to the standard installation charge.

Section 8. Facilities and Equipment

(1) Parental control devices capable of preventing individual channels from being viewed shall be made available to all subscribers at cost. There will be no

additional charge to the subscriber if the device is already part of the converter or descrambler provided to other similarly situated subscribers.

(2) All signals, transmitted by broadcast and cable television program services, which are directly related to such program services such as stereo transmissions, closed captioning and alternative audio signals, shall be passed through the Cable Television System to subscribers as required by Federal regulations.

(3) The Company shall at all times use materials and equipment of good and durable quality and all work involved in the construction, installation, maintenance and repair of the Cable Television System throughout the term of this agreement shall be performed in a safe, thorough and reliable manner.

(B) At the written request of the Town, the Company shall provide a single outlet of Basic Service(s) to each school, firehouse and municipally-owned building which is occupied for governmental purposes provided the point for connection of such wire to the institution shall be serviceable by a standard drop. The Town may extend such service to additional outlets at its expense, with the express written consent of the Company.

In consideration of the Company's commitment to provide free service to public facilities as set forth above, the Town agrees to cooperate with Company in its pursuit and any investigation of abuse and or theft of cable service at such facilities. The Town acknowledges that in the event such abuse and or theft is discovered, company shall have the right to suspend or discontinue the provision of free service to any offending and/or all facilities contemplated by this section.

Section 9. Customer Service and Protection

(1) The Company shall maintain the system to meet all technical requirements of the FCC.

(2) The Company shall perform such tests of the performance of its system as may be required by FCC regulations and shall be responsible for the costs of such tests. In addition, where the Town reasonably has questions about the Company's compliance with standards set forth in this Agreement, the Town shall have the right and authority to require the Company to test, analyze and report on the performance of that portion of the Cable Television System. Where such questions arise the Company shall fully cooperate with the Town in performing such testing and shall prepare the results and a report if requested, within thirty (30) days after notice. Such report shall include the following information:

- (a) the nature of the complaint or problem which precipitated the special tests;
- (b) the component or area tested;
- (c) the equipment used and procedures employed in testing;
(date test equipment was last calibrated)
- (d) the method, if any, in which such complaint or problem was resolved; and
- (e) any other information pertinent to said tests and analysis which may be required.

The Town may require that tests be observed by a Town staff member or its representative. If a test shows that the Company is in compliance with License standards,

the Town shall bear the cost of such testing; if the test shows the Company is not in compliance, the Company shall bear the cost of such testing.

(3) The Company shall maintain a local or toll free, telephone number for complaints or questions about the service.

Section 10. Public, Educational and Government Access Channels and Service

The Company shall provide three (3) access channels(s) designated for non-commercial public, educational and governmental use, which may be shared with other communities served by the same system.

Section 11. Indemnification and Insurance

(a) The Company shall indemnify and hold harmless the Town from all liability, damage and cost or expense to the extent arising from claims of injury to persons or damage to property occasioned by reason of any conduct of the Company, its employees or agents undertaken pursuant to this License. The Town shall promptly notify the Company of any claim for which it seeks indemnification; afford the Company the opportunity to fully control the defense of such claim and any compromise, settlement, resolution or other disposition of such claim; and fully cooperate with the Company in the defense of such claim, including by making available to the Company all relevant information under its control.

(b) The Company shall as of the Effective Date of this License furnish to the Town evidence of a Commercial General liability insurance policy, in the form of a certificate of insurance naming the Town as an additional insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this License at the cost and expense of the Company. Said policy and replacements shall be in the amount of Three Million Dollars (\$3,000,000.00) combined single limit per occurrence for bodily injury and property damage. In addition, the Company shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the

Commonwealth of Massachusetts; and Automobile Liability in the amount of Three Million Dollars (\$3,000,000.00) combined single limit per occurrence for bodily injury and property damage. All insurance policies shall be issued by a company or companies authorized to do business in the Commonwealth of Massachusetts. The insurance coverage herein above referred to may be included in one or more policies covering other risks of the Company or any of its affiliates, subsidiaries or assigns.

Section 14. Accountability

(A) The Company, at the request of the Town shall make available the following information.

(1) All publicly available reports required by or voluntarily submitted to the Commission and the FCC by the Company related to its operation of the Cable Television System or its conduct of business in the Town.

(2) A report setting forth the physical miles of plant construction and plant in operation for the year, and copies of all materials required by this agreement to be given to subscribers.

(3) The following financial reports:

(a) An ownership report indicating all persons who at any time during the preceding year did control or benefit from an interest in this License of five percent (5%) or more.

(b) A copy of the annual report of the Company or its corporate parent(s) including financial information that has been prepared by a nationally recognized independent certified accounting firm.

(c) A report on the placement of any limited partnership offering affecting the Cable Television System, if any, including the amount subscribed and the amount paid in.

(d) An annual list of officers and members of the Board of the Company or of any parent corporation.

(5) Performance testing results as submitted to the FCC and Commission.

(B) The Company shall maintain the following records for as long as necessary for its business purposes:

(1) A record of all service calls including the date and time the complaint was received, nature of complaint, date and time resolved, and action taken to resolve.

(2) A log showing the date, approximate time and duration, type and probable cause of all Cable Television System outages, whole or partial, due to causes other than routine testing or maintenance.

(C) As necessary to determine compliance with the terms of this Franchise, the Town reserves the right to inspect any and all records that the Company is required to maintain pursuant to this agreement upon reasonable notice and during normal business hours. The Company shall promptly make such materials available at its local business office. Nothing contained herein shall require the Company to make available personally identifiable information about a subscriber in violation of Federal law.

(D) At the request and invitation of the Town during the term of this agreement, an appropriate representative of the Company shall appear at public sessions

scheduled by the Town to answer the inquiries of representatives of the Town and the residents of the Town pertaining to the operation of the Cable Television System in the Town.

(E) At the request of the Town the Company shall provide to the Town copies of all general correspondence to its subscribers within the Town. The Company shall provide its subscribers and the Town 30 days prior written notice of all service additions, deletions, or realignments as required by applicable law and regulations.

Section 15. Rates

(A) Subject to federal law, Licensee shall notify the Issuing Authority and its Subscribers at least thirty (30) days in advance each time its rates for cable television service are increased, including adjustments to all monthly service charges, installation fees and equipment rental fees, if applicable, but excluding promotional activities and competitive practices.

The Company shall provide to the Town and each subscriber a complete schedule of all residential rates and charges for all residential services provided by the Company in the Town as required by law.

(B) The Town reserves the right to regulate rates to the extent consistent with applicable law.

(C) The Company shall not illegally discriminate against individuals in the establishment and application of rates and charges for cable service.

Section 16. Franchise Fee

(A) The Company shall pay to the Town annually throughout the term of this License a sum equal to two percent (2%) of Gross Revenues, as defined herein. Franchise

fees provided shall be paid within thirty (30) days of March 31. All fees shall be accompanied by a revenue summary statement executed by an appropriate official of the company. The Town reserves the right to vary the percent of the Gross Revenues-based sum on an annual basis between two percent (2%) and five percent (5%). Upon the effective date of this License, the fee shall be two percent (2%).

No acceptance of any payment shall be construed as an accord that such payment is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Town may have for further or additional sums payable based upon the provisions of this License renewal agreement.

(1) Underlying books and records of the Company may be audited on the Town's behalf only to the extent required to effect such independent audit of the statement and the Company shall cooperate fully with the Town and its agents in the conduct of the audit.

(B) The Company shall also pay annually to the Town the maximum license fee allowed under General Laws 166A.

Section 17. Right to Inspect Books – Regulatory Officer

(A) The Town reserves the right to inspect all of the Company's books, records, maps, plans financial statements and other similar material of the Company, insofar as they relate to the terms and conditions of this Agreement and the performance of the obligations hereunder, upon reasonable notice to the Company and during normal business hours.

(B) The Town Board of Selectmen shall designate the Town Administrator as the official who shall be responsible for administration of the License.

Section 18. Termination

(A) In addition to all other rights reserved to the Town under this Agreement, or by law, and not in substitution thereof, the Town reserves the right to terminate this Agreement, in the sole discretion of the Town in the event that the Company shall be in default of or fail to comply with any material term, condition, requirement or limitation contained in this License specified in Section 18(B).

(B) The Town may revoke this agreement for the following material breaches of this agreement:

(1) Failure to pay fees the Company agrees are due the Town, if the amount to be tendered under this agreement is in dispute, failure to pay fees due the Town as finally determined by a court of competent jurisdiction;

(2) Failure to maintain insurance at the levels required by this agreement.

(3) Failure to obtain prior approval of the Town for transfer of the License as required by agreement.

(4) Knowingly reporting fraudulent material information to the Town .

(C) No revocation provided for in this section shall be effective unless and until the Town shall have provided:

(1) Prior written notice of the violation of at least thirty (30) days to the Company, and the Company fails to correct the violation in such time period or, if the violation cannot be corrected in such time period, failure to take all reasonable steps to do so.

(2) An opportunity has been provided for the Company to be fully and fairly heard in a public session of the Town Board of Selectmen duly advertised to the public and held within 60 days of the aforementioned notice and the Town Board of Selectmen has voted to revoke the License.

(D) Upon termination of the License or of any renewal thereof by passage of time or otherwise and without right of renewal, the Company shall upon direction of the Town remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public places in, over, under or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Town may deem any property not removed as having been abandoned.

(E) In no event, and notwithstanding any contrary provision in this section or in this agreement, shall this License be subject to termination or revocation or the Company be liable for breach of this agreement during the period of time where substantial noncompliance or failure to take reasonable steps to remedy a duly noticed material provision, is due to war, government restrictions, embargo, civil commotion, failure of suppliers, strikes or work stoppage, fires, and any act of God or other similar condition beyond the control of the Company. The Company shall be released from specific obligations herein so affected during the course of any such conditions, and the time specified for performance of the Company's obligations hereunder shall automatically extend for a period of time equal to the period of the existence of any such condition which interferes with the performance of the Company's obligations.

(F) The Company retains all rights of judicial appeal provided by Federal and State law or regulation.

Section 19. Abandonment of Service

The Company is expressly prohibited from abandoning any service to any area of the Town or any portion thereof without the written consent of the Town. In the event the Company makes a showing of financial loss without any reasonable expectation of terminating such losses, such written consent shall not be unreasonably withheld.

Section 20. Restrictions Against Assignment and Other Transfers

(A) Excepting conveyances of real and personal property in the ordinary course of business neither the License granted herein, nor any rights or obligations of the Company in the Cable Television System or pursuant to this agreement, nor any significant part of the system in the rights of way, shall be assigned, sold or transferred, in any manner, in whole or in part, to any person, either by act of the Company, by act of any person holding control of or any interest in the Company or in the Cable Television System or the License granted herein, by operation of law, or otherwise without the prior written consent of the Town which will not be unreasonably withheld or delayed. However, no consent shall be required for such transfer to an entity under common control with the Company.

No change in control or controlling interest of the Company, the Cable Television System or the License granted herein shall occur after the effective date hereof, by act of any person holding control of the Company, the Cable Television system or the License granted herein, by operation of law or otherwise without the prior written consent of the Town which will not be unreasonably withheld or delayed. For purposes of this

subdivision, the term "control" shall mean "effective majority control or actual working control.

Section 21. Equal Employment Opportunity

The Company shall not refuse to hire or employ nor discharge or bar from employment nor discriminate against any person in compensation or in terms, conditions and privileges of employment because of age, race, creed, color, national origin or sex.

Section 22. Notice

Any inquiry, proceeding, investigation or other action to be taken or proposed to be taken by the Town in regard to the operations of the Company's Cable Television System shall be taken only after thirty (30) days public notice of such action or proposed action is served directly on the Company; and the Company and all interested parties and citizens have been given an opportunity to respond in writing and/or at a hearing as may be specified by the Town.

Section 23. Severability

In the event that any provision of this Agreement should be invalid by a court or regulatory agency of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date first above written.

WITNESS:

BY TIME WARNER ENTERTAINMENT-
ADVANCE/NEWHOUSE PARTNERSHIP,
through its Albany Division

By: John F. Herbert Jr.

Name: John Herbert

Title: CFO - East Region

Date: 2/2/2011

WITNESS:

TOWN OF RICHMOND

By: RW Manzolini

Name: RW MANZOLINI

Title: Chair - Select Board

Date: 1/5/11

EXHIBIT B