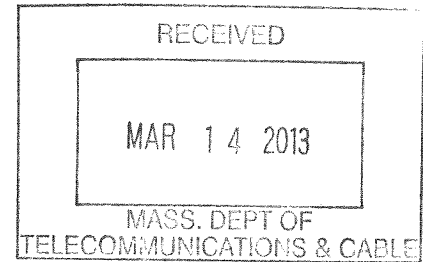


**CABLE TELEVISION
RENEWAL
LICENSE**



**GRANTED TO
SHREWSBURY ELECTRIC AND CABLE OPERATIONS (SELCO)**

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

March 28, 2013

INTRODUCTION

WHEREAS, the Issuing Authority of the Town of Shrewsbury, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable System within the Town of Shrewsbury; and

WHEREAS, Shrewsbury Electric and Cable Operations (SELCO), offering Cable Services as Shrewsbury Cable ("Licensee"), is the duly authorized holder of a License to operate a Cable System in the Town of Shrewsbury, Massachusetts (hereinafter the "Town"), said License having originally commenced on March 28, 1983, and subsequently renewed on March 28, 1993 and March 28, 2003;

WHEREAS, SELCO has filed a written request for a renewal of its License and filed a Renewal Proposal dated December 18, 2012;

WHEREAS, there has been an opportunity for public comment, as required by 207 CMR 3.00: Licensing section 3.05: License Renewal Procedures and;

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that the renewal of SELCO's License is appropriate in consideration of its past performance, compliance with the terms of its existing License, and the terms contained in its request for License Renewal;

NOW THEREFORE, after due and full consideration, the Town and SELCO agree that this Renewal License is issued upon the following terms and conditions.

TABLE OF CONTENTS

		PAGE
ARTICLE 1	DEFINITIONS	
Section 1.1	Definitions	1-6
ARTICLE 2	GRANT OF RENEWAL LICENSE	
Section 2.1	Grant of Renewal License	7
Section 2.2	Term: Non-Exclusivity	7
Section 2.3	Pole and Conduit Attachment Rights	7
Section 2.4	Police and Regulatory Powers	8
Section 2.5	Non-Exclusivity of Renewal License	8
Section 2.6	Removal or Abandonment	8
Section 2.7	Transfer of the Renewal License	8
Section 2.8	Effect of Unauthorized Transfer Action	9
Section 2.9	Equivalency of Licenses	9
ARTICLE 3	CABLE SYSTEM DESIGN	
Section 3.1	Subscriber Network	10
Section 3.2	Parental Control Capability	10
Section 3.3	Emergency Alert Override Capacity	10
Section 3.4	System Technical Specifications	10
ARTICLE 4	CABLE SYSTEM LOCATION & OPERATIONAL STANDARDS	
Section 4.1	Area To Be Served	11
Section 4.2	Location of the Cable System	11
Section 4.3	Underground Facilities	11
Section 4.4	Tree Trimming	11
Section 4.5	Restoration to Prior Condition	12
Section 4.6	Temporary Relocation	12
Section 4.7	Disconnection and Relocation	12
Section 4.8	Safety Standards	12
Section 4.9	Pedestals	12
Section 4.10	Private Property	13
Section 4.11	Right to Inspection of System	13
Section 4.12	Cable System Maps	13
Section 4.13	Service Interruption	13
Section 4.14	Commercial Establishments	13
Section 4.15	Service Outage Notification	14
Section 4.16	Dig Safe	14
ARTICLE 5	SERVICES AND PROGRAMMING	
Section 5.1	Basic Service	15
Section 5.2	Programming	15
Section 5.3	Leased Channels for Commercial Use	15
Section 5.4	Signal Encryption	15

Section 5.6	Continuity of Service	15
Section 5.7	Service to Municipal and School Buildings	16
Section 5.8	Institutional Network	16

**ARTICLE 6 PUBLIC, EDUCATIONAL AND GOVERNMENTAL, ACCESS/
LOCAL ORINATION FACILITIES AND SUPPORT**

Section 6.1	PEG Access/Local Origination	17
Section 6.2	Access Corporation	17
Section 6.3	PEG Access Channels	17
Section 6.4	PEG Studio Facilities	18
Section 6.5	PEG Staffing of the Facilities	18
Section 6.6	Annual Financial Support for PEG Access	19
Section 6.7	PEG Access Channels Maintenance	19
Section 6.8	PEG Access Cablecasting	20
Section 6.9	Censorship	20
Section 6.10	Other Considerations	20
Section 6.11	PEG Access and Local Programming	21

ARTICLE 7 LICENSE FEES

Section 7.1	License Fee Entitlement	22
Section 7.2	Voluntary Contribution	22
Section 7.3	Payment	23
Section 7.4	Other Obligations	23
Section 7.5	Late Payment	23
Section 7.6	Method of Payment	24
Section 7.7	Audit	24

ARTICLE 8 RATES AND CHARGES

Section 8.1	Rate Regulation	24
Section 8.2	Notification of Rates and Charges	24
Section 8.3	Publication and Non-Discrimination	24
Section 8.4	Credit for Service Interruption	24
Section 8.5	Senior Citizen Discount	25

ARTICLE 9 INSURANCE AND BONDS

Section 9.1	Insurance	26
Section 9.2	Reporting	26
Section 9.3	Indemnification	26
Section 9.4	Notice of Cancellation or Reduction of Coverage	26

ARTICLE 10 ADMINISTRATION AND REGULATION

Section 10.1	Regulatory Authority	27
Section 10.2	Performance Evaluation Hearing	27
Section 10.3	Nondiscrimination	28
Section 10.4	Emergency Removal of Plant	28
Section 10.5	Removal and Relocation	28
Section 10.6	Inspection	28

Section 10.7	Jurisdiction	28
ARTICLE 11	DETERMINATION OF BREACH/ REVOCATION	
Section 11.1	Determination of Breach	29
Section 11.2	Revocation of the Renewal License	30
Section 11.3	Termination	30
Section 11.4	Notice to Town of Legal Action	30
Section 11.5	Non-Exclusivity of Remedy	30
ARTICLE 12	SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	
Section 12.1	Customer Service Office	31
Section 12.2	Telephone Access	31
Section 12.3	Answering Service	31
Section 12.4	Service Calls	31
Section 12.5	FCC Customer Service Obligations	32
Section 12.6	Business Practice Standards	32
Section 12.7	Complaint Resolution Procedures	33
Section 12.8	Remote Control Devices	33
Section 12.9	Loss of Service-Signal Quality	33
Section 12.10	Employee Identification Cards	34
Section 12.11	Protection of Subscriber Privacy	34
Section 12.12	Privacy Written Notice	34
Section 12.13	Monitoring	34
Section 12.14	Distribution of Subscriber Information	35
Section 12.15	Information with Respect to Viewing Habits and Subscription Decisions	35
Section 12.16	Subscriber's Right to Inspect and Verify Information	35
Section 12.17	Privacy Standards Review	36
ARTICLE 13	REPORTS, AUDITS AND PERFORMANCE TESTS	
Section 13.1	General	37
Section 13.2	Financial Reports	37
Section 13.3	Cable System Information	37
Section 13.4	Subscriber Complain Report	37
Section 13.5	Individual Complaint Reports	37
Section 13.6	Semi-Annual Performance Tests	38
Section 13.7	Quality of Service	38
Section 13.8	Additional Information	38
Section 13.9	Investigation	38
ARTICLE 14	EMPLOYMENT	
Section 14.1	Equal Employment Opportunity	39
Section 14.2	Non-Discrimination	39
ARTICLE 15	MISCELLANEOUS PROVISIONS	
Section 15.1	Entire Agreement	40
Section 15.2	Captions	40

Section 15.3	Separability	40
Section 15.4	Renewal License Exhibits	40
Section 15.5	Warranties	40
Section 15.6	Force Majeure	41
Section 15.7	Removal of Antennas	41
Section 15.8	Subscriber Television Sets	41
Section 15.9	Applicability of Renewal License	41
Section 15.10	Notices	42
Section 15.11	No Recourse Against the Issuing Authority	42
Section 15.12	Town's Right of Intervention	42
Section 15.13	Term	42

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.

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

(2) Access Channel: A video channel which the Licensee shall make available, 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.

(3) Access Corporation: The entity, designated by the Licensee, from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable System.

(4) Affiliate or Affiliated Person: Any person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(5) Basic Cable Service or Basic Service: Any service tier that includes the retransmission of local-television broadcast Signals.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Communications Act (the "Cable Act"): Public Law No. 98-549, 98 Stat. 2779(1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(8) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

(10) Cable Modem: A device connecting Subscribers to interactive Internet services over the Cable System.

(11) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town, 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 the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(12) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(13) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(14) Converter: Any device changing the frequency of a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Shrewsbury, Massachusetts.

(16) Digital Television Adapter ("DTA"): A television tuner or Converter that receives a digital television transmission and converts the digital signal into an analog signal that can be received and displayed on an analog television set.

(17) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(18) Drop or Cable Drop: The coaxial cable that connects an Outlet to the feeder line of the Cable System.

(19) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to Shrewsbury educational institutions and/or educators wishing to present non-commercial educational programming and information to the public.

(20) FCC: The Federal Communications Commission, or any successor agency.

(21) Feeder Line: A branch off one of the Town-wide distribution cable trunks which feeds a small area or neighborhood.

(22) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

(23) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee from the carriage of Video Signals over the Cable System including, without limitation: the distribution of any Cable Service over the Cable System; Basic, Expanded, Premium, HDTV, VOD, SVOD, PPV monthly fees; any and all fee-on-fee revenues; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; converter, remote control and other equipment rentals, and/or leases or and/or sales that relate to the transmission of Cable Services; all home-shopping service(s) revenues; and advertising revenues. 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.

Explicitly excluded is revenue from Voice over IP service, fiber optic cable leasing and any other services not directly related to providing video services over television sets.

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

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

(26) Internet: The worldwide computer network.

(27) Issuing Authority: The Board of Selectmen of the Town of Shrewsbury, Massachusetts.

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

(29) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Shrewsbury and/or its designee(s), within the meaning set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(30) Licensee: Shrewsbury Electric and Cable Operations (SELCO), or any successor or transferee in accordance with the terms and conditions in the Renewal License.

(31) Local Origination Programming: Local Programming produced and presented by the Licensee.

(32) Node: A remote terminal device used to provide integrated network powering solutions for broadband, hybrid fiber-coax or switched digital video architecture(s).

(33) Normal Business Hours: The term "normal business hours" shall have the meaning set forth in 47 CFR § 76.309, currently defined to mean those hours during which most similar businesses in the community are open to serve customers.

(34) Renewal License: The non-exclusive Cable Television Renewal License to be granted to the Licensee.

(35) Shrewsbury Cable Commission: The Town Commission, if any, appointed by the Issuing Authority, charged with Renewal License enforcement and oversight.

(36) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

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

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

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

(40) Pedestal: An environmental protection unit used in housing Cable System isolation units and/or distribution amplifiers.

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

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

(43) PEG Capital Costs: Costs incurred in or associated with the construction of PEG access facilities, consistent with generally accepted accounting principles concerning the designation of capital costs.

(44) PEG Operating Costs: Costs incurred in or associated with the use of PEG access facilities, including but not limited to salaries and training, consistent with generally accepted accounting principles concerning the designation of operating costs.

(45) Person: Any corporation, partnership, limited partnership, limited liability company, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(46) Prime Rate: The prime rate of interest, at FleetBoston.

(47) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Shrewsbury residents and/or organizations wishing to present non-commercial programming and/or information to the public.

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

(49) Retransmission Consent: The grant of consent from cable and broadcast programming distributors, including local broadcasters and their affiliates, to SELCO permitting SELCO to carry such programming on the Cable System for a fee, as described in 47 U.S.C. § 325(b)(1)(A); 47 C.F.R. § 76.65 *et seq.*

(50) The School Department: The Shrewsbury School Department, a department of the Town.

(51) Scrambling/Encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(52) Service: Any Basic Service, any Pay Cable Service and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(53) Service Related Activity: Any activity or function for which the Licensee receives revenue from any other Person and which is directly associated with the operation of the Cable System to provide Cable Service.

(54) Signal: Any transmission of electromagnetic or optical energy that carries Programming from one location to another.

(55) SMC: Shrewsbury Media Connection, an organization, and/or its successor organization established for the purpose of fulfilling the Licensee's obligation under the License to provide PEG Access to the Town. The Access Corporation so designated at the time of the license renewal.

(56) State: The Commonwealth of Massachusetts.

(57) Subscriber: Any person, firm, corporation or other entity, located in Shrewsbury, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with the Cable System.

(58) Subscriber Network: The 870 MHz, bi-directional network, with a minimum of one hundred ten (110) channels, to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(59) Town: The Town of Shrewsbury, Massachusetts.

(60) Town Counsel: The Town Counsel of the Town of Shrewsbury, Massachusetts.

(61) Trunk, Feeder Line and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

(62) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(63) User: A person utilizing the Cable System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(64) Voice Over IP ("VoIP"): VoIP means an interconnected VoIP service. An interconnected Voice over Internet Protocol (VoIP) service is a service that: (1) Enables real-time, two-way voice communications; (2) Requires a broadband connection from the user's location; (3) Requires Internet protocol-compatible customer premises equipment (CPE); and (4) Permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 - GRANT OF RENEWAL LICENSE

- (a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and Cable Communications Policy Act of 1984 as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to Shrewsbury Electric and Cable Operations (SELCO) offering services as Shrewsbury Cable , authorizing and permitting said Licensee to construct, operate and maintain a Cable System within the municipal limits of the Town of Shrewsbury.
- (b) This Renewal License is granted under and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Cable Division and all other applicable rules and regulations 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 the Licensee the right to construct, upgrade, install, operate and maintain a Cable System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System, in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data, telecommunications and other impulses in accordance with the laws of the United States of America and the Commonwealth of Massachusetts and the bylaws/ordinances of the Town of Shrewsbury.

Section 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A §§3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on March 28, 2013, following the expiration of the current license, and shall terminate at midnight on March 28, 2023.

Section 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers and other related equipment comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the owner of the poles to affix the cables and/or wires to their pole and conduit facilities or in to install separate poles and conduits as may be required where no poles and conduits may exist.

Section 2.4 - POLICE AND REGULATORY POWERS

The Licensee's rights are subject to the powers of the Town to adopt and enforce general bylaws/ordinances necessary for the safety and welfare of the public, provided that such bylaws/ordinances are of general applicability and not specific to the Cable System, the Licensee, or this License.

Section 2.5 - NON-EXCLUSIVITY OF RENEWAL LICENSE

The 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 System within the Town of Shrewsbury; the Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

Section 2.6 - REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee transfers the Cable System to a transferee approved by the Issuing Authority, pursuant to Section 2.6, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner it deems appropriate. Any costs incurred by the Town, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the Town by the Licensee upon request.

Section 2.7 - TRANSFER OF THE RENEWAL LICENSE

(a) Neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence-of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial qualifications, management and technical expertise, character qualifications, experience in the cable industry, performance in other communities and any other criteria allowable under law.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.7.

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

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

Section 2.8 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.7 above shall be null and void, and shall be deemed a material breach of the Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been affected, the Issuing Authority may revoke and terminate the Renewal License.

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

Section 2.9 - EQUIVALENCY OF LICENSES

The Issuing Authority shall not grant additional cable licenses or franchise agreements for the construction, operation or maintenance of a cable system or for the provision of cable or video services on terms, conditions or other provisions, which taken as a whole are more favorable or less burdensome than those contained herein.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 - SUBSCRIBER NETWORK

- (a) The Licensee shall construct, install, activate, operate and maintain, at its sole cost and expense, and make available to all residents of the Town, an eight hundred seventy Megahertz (870 MHz) Subscriber Network, fully capable and activated to carry a minimum of one hundred ten (110) NTSC video Downstream and four (4) NTSC video Upstream Channels. The Subscriber Network shall conform, at a minimum, to the technical description of Subscriber Network for the Town of Shrewsbury, as outlined in FORM 100 attached.
- (b) The Licensee shall activate and program a minimum of one hundred ten (110) unduplicated Downstream Channels (excluding broadcast network affiliate duplications) on the Subscriber Network, including the public, educational and governmental Access Channels.
- (c) The Licensee shall transmit all of its Signals to Shrewsbury Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.
- (d) The Licensee shall install, operate and maintain a Headend facility in the Town for the entire term of the Renewal License.

Section 3.2 - PARENTAL CONTROL CAPABILITY

Upon request, the Licensee shall provide Subscribers information and/or the technical capability to apply parental controls upon the reception of any channels being received on television sets where Converters are utilized. There shall be no charge for such parental control capability beyond the rates, terms and conditions that may apply to Converters. The Licensee shall advise potential Subscribers of the availability of such parental control capability. For purposes of this subsection, the term Converter shall not include a DTA.

Section 3.3 - EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations. The EAS shall switch off Cable Television Signals at the Headend and automatically transmit video and audio emergency alerts.

Section 3.4 - SYSTEM TECHNICAL SPECIFICATIONS

The system design of the Cable System, pursuant to Section 3.1 herein, shall conform to the technical specifications contained in FORM 100 attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1 - AREA TO BE SERVED

The area to be served is the entire Town of Shrewsbury, Massachusetts.

Section 4.2 - LOCATION OF THE CABLE SYSTEM

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

Section 4.3 - UNDERGROUND FACILITIES

- (a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense. Cost of placing existing overhead-lines underground shall be considered either an operating or capital expense, in either case these cost are recoverable in rates charged to subscribers.
- (b) Underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards.

Section 4.4 - TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places, and private property in the Town, however, trimming of trees may be required in certain situations, in particular with regard to poles and facilities carrying the fiber optic backbone.

Section 4.5 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and the Licensee upon demand by the Issuing Authority shall pay repairs to be made and the reasonable expense of such work.

Section 4.6 - TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building-moving permit issued by the Town. The Person holding the building moving permit shall pay the expense of such raising or lowering. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7 - DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity. The Licensee may seek recovery of these expenses as part of construction grant, award or other reimbursement as may be allowed by law or regulation.

Section 4.8 - SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.9 - PEDESTALS

In any cases in which Pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box.

Section 4.10 - PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town. The Licensee shall promptly repair or replace all private property, to its previous condition, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.11 - RIGHT TO INSPECTION OF SYSTEM

(a) The Issuing Authority or its designee(s) shall have the right to inspect the Cable System and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give reasonable prior notification to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 4.12 - CABLE SYSTEM MAPS

If requested in writing by the Issuing Authority, the Licensee shall supply the Town with a full set of Computer Aided Design/Computer Aided Mapping ("CAD-CAM") maps of the Cable System, for the Town's use, without charge(s) to the Issuing Authority and/or any Town department. The Licensee shall update and maintain said mapping. Said CAD-CAM maps shall separately show, among other things, all of the Licensee's Cable System plant in the Town.

Section 4.13 - SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers, given over one of the Cable System's local channels, including a bulletin board notice.

Section 4.14 - COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Licensee.

Section 4.15 - SERVICE OUTAGE NOTIFICATION

The Issuing Authority may request written explanations of any service outages in the Town on a regular or ad hoc basis.

Section 4.16 - DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.