

CITY OF SOMERVILLE, MASSACHUSETTS
JOSEPH A. CURTATONE
MAYOR

GRANT OF RENEWAL LICENSE

WITNESSETH

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

WHEREAS, RCN-BeCoCom, Inc. (the "Operator") submitted an informal proposal to the City of Somerville, dated July, 2008, for renewal of a license to construct, operate and maintain a Cable Television System in the City of Somerville; and

WHEREAS, the Issuing Authority and RCN-BeCoCom, Inc. did engage in good faith negotiations to further clarify said Proposal and did agree on terms to construct, operate and maintain a Cable Television System in the City of Somerville; and

WHEREAS, the Issuing Authority conducted a duly noticed public hearing on May 19, 2010;

NOW THEREFORE, the Issuing Authority, after consideration, analysis and deliberation of said proposal, negotiations, and the testimony provided at said public hearing does find as follows:

1. The Operator has substantially complied with the material terms of the existing franchise and applicable law;
2. The quality of the Operator's service, including signal quality, response to consumer complaints, and billing practices (without regard to the mix or quality of cable services or other services provided over the system) has been reasonable in light of community needs;
3. The Operator has the financial, legal and technical ability to provide the services, facilities and equipment as set forth in the Operator's proposal;
4. The Operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and,





5. It would be in the best interests of the City of Somerville to grant a non-exclusive Renewal License to the Operator.

BASED THEREON, and in accordance with MGL c.166A §13 and 207 CMR 3.06(1), the Issuing Authority does hereby grant a renewal license, subject to the terms and conditions set forth in the document negotiated by the parties and entitled "Cable Television Renewal License Granted to RCN-BeCoCom, Inc."

SUBMITTED this 4th day of June, 2010 by the Issuing Authority of the City of Somerville, MA.

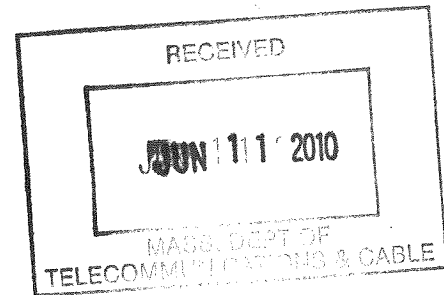
A handwritten signature in cursive script, appearing to read "Joseph A. Curtatone", written over a horizontal line.

Joseph A. Curtatone, Mayor

Witness: Nancy D. Hayward

Name (Print): NANCY D. HAYWARD

CABLE TELEVISION
RENEWAL LICENSE



GRANTED TO
RCN-BECOCOM, Inc.

May 20, 2010

JOSEPH A. CURTATONE, MAYOR
CITY OF SOMERVILLE
MASSACHUSETTS

TABLE OF CONTENTS
(continued)

		<u>Page</u>
ARTICLE 1	DEFINITIONS	1
Section 1.1	DEFINITIONS	1
ARTICLE 2	GRANT OF RENEWAL LICENSE	7
Section 2.1	GRANT OF RENEWAL LICENSE	7
Section 2.2	TERM OF RENEWAL LICENSE	7
Section 2.3	NON-EXCLUSIVITY OF RENEWAL LICENSE	7
Section 2.4	POLICE AND REGULATORY POWERS	9
Section 2.5	REMOVAL OR ABANDONMENT	9
Section 2.6	TRANSFER OF THE RENEWAL LICENSE	9
Section 2.7	EFFECT OF UNAUTHORIZED TRANSFER ACTION	10
ARTICLE 3	CABLE SYSTEM DESIGN	10
Section 3.1	SUBSCRIBER NETWORK	10
Section 3.2	INSTITUTIONAL NETWORK	11
Section 3.3	CABLE SYSTEM INTERCONNECTION	13
Section 3.4	PARENTAL CONTROL CAPABILITY	14
Section 3.5	EMERGENCY ALERT OVERRIDE CAPACITY	14
Section 3.6	SYSTEM TECHNICAL SPECIFICATIONS	14
ARTICLE 4	CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS	14
Section 4.1	SERVICE AVAILABLE TO ALL RESIDENTS	14
Section 4.2	LOCATION OF CABLE TELEVISION SYSTEM	15
Section 4.3	UNDERGROUND FACILITIES	15
Section 4.4	TREE TRIMMING	15
Section 4.5	RESTORATION TO PRIOR CONDITION	15
Section 4.6	TEMPORARY RELOCATION	16
Section 4.7	DISCONNECTION AND RELOCATION	16
Section 4.8	EQUIPMENT	16
Section 4.9	SAFETY STANDARDS	16
Section 4.10	PEDESTALS	16
Section 4.11	PRIVATE PROPERTY	17
Section 4.12	RIGHT TO INSPECTION OF CONSTRUCTION	17
Section 4.13	CONSTRUCTION MAPS	17
Section 4.14	SERVICE INTERRUPTION	17
Section 4.15	COMMERCIAL ESTABLISHMENTS	18
Section 4.16	"DIG SAFE"	18
ARTICLE 5	SERVICES AND PROGRAMMING	18
Section 5.1	BASIC SERVICE	18

TABLE OF CONTENTS
(continued)

		<u>Page</u>
Section 5.2	PROGRAMMING.....	18
Section 5.3	TWO-WAY CAPABILITY.....	18
Section 5.4	LEASED CHANNELS FOR COMMERCIAL USE.....	18
Section 5.5	CONTINUITY OF SERVICE.....	18
Section 5.6	FREE DROPS & BASIC SERVICE TO PUBLIC BUILDINGS.....	19
Section 5.7	FREE DROPS AND BASIC SERVICE TO PUBLIC SCHOOLS.....	19
ARTICLE 6	PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT.....	20
Section 6.1	PEG ACCESS CHANNELS.....	20
Section 6.2	PEG ACCESS EQUIPMENT GRANT.....	21
Section 6.3	ACCESS CORPORATION.....	21
Section 6.4	EDUCATIONAL ACCESS.....	22
Section 6.5	RECOMPUTATION.....	22
Section 6.6	PEG ACCESS PAYMENTS.....	22
Section 6.7	EQUIPMENT OWNERSHIP.....	22
Section 6.8	ACCESS CHANNEL(S) MAINTENANCE.....	22
Section 6.9	ACCESS CABLECASTING.....	22
Section 6.10	THIRD PARTY RIGHTS.....	23
Section 6.11	ACCESS PROGRAMMING.....	23
Section 6.12	CENSORSHIP.....	23
ARTICLE 7	LICENSE FEES.....	23
Section 7.1	LICENSE FEE.....	23
Section 7.2	OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS.....	24
Section 7.3	LATE PAYMENT.....	24
Section 7.4	RECOMPUTATION.....	25
Section 7.5	AFFILIATES USE OF SYSTEM.....	25
Section 7.6	METHOD OF PAYMENT.....	25
ARTICLE 8	RATES AND CHARGES.....	25
Section 8.1	RATE REGULATION.....	25
Section 8.2	NOTIFICATION OF RATES AND CHARGES.....	25
Section 8.3	PUBLICATION.....	26
Section 8.4	NON-DISCRIMINATORY RATES.....	26
Section 8.5	CREDIT FOR SERVICE INTERRUPTION.....	26
ARTICLE 9	INSURANCE AND BONDS.....	26
Section 9.1	INSURANCE.....	26
Section 9.2	PERFORMANCE BOND.....	27

TABLE OF CONTENTS

(continued)

		<u>Page</u>
Section 9.3	REPORTING.....	28
Section 9.4	INDEMNIFICATION	28
Section 9.5	NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE.....	28
ARTICLE 10	ADMINISTRATION AND REGULATION	29
Section 10.1	REGULATORY AUTHORITY	29
Section 10.2	PERFORMANCE EVALUATION HEARINGS.....	29
Section 10.3	NONDISCRIMINATION	30
Section 10.4	EMERGENCY REMOVAL OF PLANT.....	30
Section 10.5	REMOVAL AND RELOCATION	30
Section 10.6	INSPECTION	30
Section 10.7	JURISDICTION	30
ARTICLE 11	DETERMINATION OF BREACH LIQUIDATED DAMAGES- LICENSE REVOCATION.....	31
Section 11.1	DETERMINATION OF BREACH.....	31
Section 11.2	LIQUIDATED DAMAGES	32
Section 11.3	REVOCATION OF THE RENEWAL LICENSE	33
Section 11.4	TERMINATION.....	33
Section 11.5	NOTICE TO CITY OF LEGAL ACTION.....	33
Section 11.6	NON-EXCLUSIVITY OF REMEDY	34
Section 11.7	NO WAIVER-CUMULATIVE REMEDIES	34
ARTICLE 12	SUBSCRIBER RIGHTS AND CONSUMER PROTECTION.....	34
Section 12.1	TELEPHONE ACCESS	34
Section 12.2	SERVICES FOR THE HANDICAPPED.....	35
Section 12.3	INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME.....	35
Section 12.4	CUSTOMER SERVICE STANDARDS	36
Section 12.5	BUSINESS PRACTICE STANDARDS	36
Section 12.6	CUSTOMER IDENTIFICATION.....	37
Section 12.7	COMPLAINT RESOLUTION PROCEDURES	37
Section 12.8	REMOTE CONTROL DEVICES	38
Section 12.9	LOSS OF SERVICE-SIGNAL QUALITY	38
Section 12.10	EMPLOYEE IDENTIFICATION CARDS.....	38
Section 12.11	PROTECTION OF SUBSCRIBER PRIVACY	38
Section 12.12	PRIVACY WRITTEN NOTICE	39
Section 12.13	MONITORING.....	39
Section 12.14	DISTRIBUTION OF SUBSCRIBER INFORMATION.....	39
Section 12.15	POLLING BY CABLE.....	39

TABLE OF CONTENTS

(continued)

	<u>Page</u>
Section 12.16	INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS 40
Section 12.17	SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION 40
Section 12.18	PRIVACY STANDARDS REVIEW 40
ARTICLE 13	REPORTS, AUDITS AND PERFORMANCE TESTS 40
Section 13.1	GENERAL..... 40
Section 13.2	FINANCIAL REPORTS 41
Section 13.3	CABLE SYSTEM INFORMATION 41
Section 13.4	IN-HOUSE TELEPHONE REPORTS..... 41
Section 13.5	SUBSCRIBER COMPLAINT REPORT 41
Section 13.6	SERVICE INTERRUPTION REPORT 42
Section 13.7	INDIVIDUAL COMPLAINT REPORTS..... 42
Section 13.8	ANNUAL PERFORMANCE TESTS 42
Section 13.9	QUALITY OF SERVICE..... 42
Section 13.10	DUAL FILINGS 43
Section 13.11	ADDITIONAL INFORMATION 43
Section 13.12	INVESTIGATION 43
ARTICLE 14	EMPLOYMENT..... 44
Section 14.1	EQUAL EMPLOYMENT OPPORTUNITY 44
Section 14.2	NON-DISCRIMINATION 44
ARTICLE 15	MISCELLANEOUS PROVISIONS 44
Section 15.1	ENTIRE AGREEMENT 44
Section 15.2	CAPTIONS..... 44
Section 15.3	SEPARABILITY 44
Section 15.4	ACTS OR OMISSIONS OF AFFILIATES 44
Section 15.5	RENEWAL LICENSE EXHIBITS 45
Section 15.6	WARRANTIES 45
Section 15.7	FORCE MAJEURE..... 45
Section 15.8	REMOVAL OF ANTENNAS..... 45
Section 15.9	SUBSCRIBER TELEVISION SETS 46
Section 15.10	STATEMENT OF THE LICENSEE..... 46
Section 15.11	APPLICABILITY OF RENEWAL LICENSE 46
Section 15.12	NOTICES 46
Section 15.13	NO RECOURSE AGAINST THE ISSUING AUTHORITY 47
Section 15.14	COST OF PUBLICATION 47
Section 15.15	CITY'S RIGHT OF INTERVENTION..... 47
Section 15.16	TERM 47

EXHIBITS

EXHIBIT 1 - Department of Public Works Regulations and Procedures

EXHIBIT 2 - Subscriber Network Description

EXHIBIT 3 – Programming

EXHIBIT 4 - I-Net Description

EXHIBIT 5 - I-Net Buildings

EXHIBIT 6 - Technical Specifications

EXHIBIT 7 - DELETED

EXHIBIT 8 - Free Drops/ Service to Public Buildings

EXHIBIT 9 - Free Drops/ Service to Public Schools

EXHIBIT 10 - 207 CMR 10.00

EXHIBIT 11 - FCC Customer Service Obligations

EXHIBIT 12 – Gross Annual Revenue Report Form

EXHIBIT 13 - Customer Service Standards

EXHIBIT 14 – PEG Grant Schedule of Payments

EXHIBIT 15 - Cable Division Form 500

AGREEMENT

This Cable Television Renewal License entered into this 20 day of May, 2010, by and between RCN-BeCoCom, Inc., and the Mayor of the City of Somerville, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

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

WHEREAS, the Issuing Authority conducted a public hearing on May 19, 2010; and

WHEREAS, RCN-BeCoCom, Inc. submitted an informal proposal to the City of Somerville, dated July, 2008, for renewal of a license to construct, operate and maintain a Cable Television System in the City of Somerville; and

WHEREAS, the Issuing Authority and RCN-BeCoCom, Inc. did engage in good faith negotiations to further clarify said Proposal and did agree on proposals to construct, operate and maintain a Cable Television System in the City of Somerville; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, Cable Television System design and other proposals of RCN-BeCoCom, Inc.; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City of Somerville to grant a non-exclusive Renewal License to RCN-BeCoCom, Inc.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 **DEFINITIONS**

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

-City of Somerville Cable Television License-

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

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

(3) Access Corporation or Non-Profit Access Corporation: The entity, designated by the Issuing Authority of the City of Somerville, for the purpose of operating and managing the use of public access facilities and channels on the Cable Television System.

(4) Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority, from time to time.

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

(6) Application: The renewal proposal submitted by RCN-BeCoCom, Inc. to the Issuing Authority of the City of Somerville in July, 2008.

(7) Basic Service: The lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental Access Channels and all broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law, or this Renewal License to the extent it is not inconsistent with federal law.

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

(9) 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), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(10) 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.

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

-City of Somerville Cable Television License-

(12) 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 City.

(13) City: The City of Somerville, Massachusetts.

(14) City Solicitor: The City Solicitor of the City of Somerville, Massachusetts.

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

(16) 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.

(17) Converter: Any device changing the frequency of a Signal. A Subscriber converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(18) Department of Public Works ("DPW"): The Department of Public Works of the City of Somerville, Massachusetts.

(19) The Director of the Executive Office of Communications, unless otherwise noted in this Renewal License.

(20) Digital Compression Technology: A technology within the cable television industry by which the Licensee may compress the existing channels, on a 5:1 basis (five NTSC channels can be transmitted on 6 MHz or more), or such other ratio as the Licensee in its discretion may choose to utilize.

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

(22) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

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

(24) Effective Date of the Renewal License (the "Effective Date"): December 18, 2008.

(25) Execution Date of the Renewal License (the "Execution Date"): May 20, 2010.

-City of Somerville Cable Television License-

(26) Executive Office of Communications: The City department, designated by the Issuing Authority, responsible for the day to day regulation of the Cable System.

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

(28) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or his designees wishing to present non-commercial programming and/or information to the public.

(29) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Service over the System; the provision of any Service Related Activity in connection with the operation of the System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter and remote control rentals, leases or sales; studio and other facility and/or equipment rentals; any other Cable Service revenues as allowed by applicable law; advertising revenues; and revenue derived by the Licensee and/or any Affiliate(s) from the sale of products in any way advertised or promoted on the System. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

(30) 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.

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

(32) Institutional Network ("I-Net"): The dedicated two (2) strand fiber-optic cable, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority, his departments and designees and the Licensee.

(33) Issuing Authority: The Mayor of the City of Somerville, Massachusetts.

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

-City of Somerville Cable Television License-

(35) License Fee or Franchise Fee: The payments to be made by the Licensee to the City of Somerville, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(36) Licensee: RCN-BeCoCom, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(37) NTSC: The acronym for National Television Systems Committee.

(38) NCTA: The acronym for the National Cable Television Association.

(39) Origination Capability: An activated connection to an Upstream I-Net Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

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

(41) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis, in addition to the fee or charge for the Basic Service.

(42) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program basis, in addition to the charge or fee to Subscribers for the Basic Service, including Video on Demand

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

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

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

(46) Prime Rate: The prime rate of interest as published by Century Bank, 400 Mystic Avenue, Medford, MA.

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

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

(49) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its

-City of Somerville Cable Television License-

use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

(50) SCAT: The acronym for Somerville Community Access Television, Inc.

(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, or any other service (including Pay-per-View), whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the 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 System or the production or distribution of any Service over the System by any Person other than the Licensee, including, without limitation, operation of studio or any other facilities or equipment, billing, audience promotion, and/or installation or lease of equipment.

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

(55) State: The Commonwealth of Massachusetts.

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

(57) Subscriber Network: The 860 MHz single trunk, bidirectional-capable network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

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

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

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

(61) VCR: The acronym for video cassette recorder.

(62) 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

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Mayor of the City of Somerville, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive, revocable Cable Television Renewal License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System within the corporate limits of the City of Somerville.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all lawful City, State and Federal statutes and ordinances of general application.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Somerville within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the State of Massachusetts and the City of Somerville. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or City ordinances enacted hereafter, as attached hereto as Exhibit 1.

Section 2.2 TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on December 18, 2008 and shall expire on December 17, 2018, unless sooner terminated as provided herein or surrendered.

Section 2.3 NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a cable television system within the City of Somerville; or the right of the Issuing Authority to permit the use of the Public Ways

-City of Somerville Cable Television License-

and places of the City for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License; provided, however, that this Section 2.3(b) shall in no case apply to any cable television licenses, and/or the licensee's thereof, and/or their successors and assigns, licensed by the City of Somerville as of the Execution Date of this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional, new cable television license(s) granted from and after the Execution Date hereof, are granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief at the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional, new cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional, new cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(b)(i) above.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that the Licensee believes that any existing cable television operators in the City (as of the Execution Date of this Renewal License) have been provided relief by the Issuing Authority from any material obligation of its cable television license, then the Licensee may request an equivalent amount of relief from obligations herein. The Issuing Authority must agree in writing to any such request, which request the Issuing Authority shall consider and negotiate in good faith, and which shall be in the form of a written amendment to this Renewal License. To obtain such relief, the Licensee shall request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any existing cable television operators in the City (as of the Execution Date of this Renewal License) have been provided relief by the Issuing Authority from any material obligation of its cable television license. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

Section 2.4 POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations and any ordinances enacted by the City. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in favor of the latter.

Section 2.5 REMOVAL OR ABANDONMENT

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

Section 2.6 TRANSFER OF THE RENEWAL LICENSE

(1) Subject to applicable law, 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, subject to fourteen (14) day duly published notice, 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.

(2) Pursuant to 207 CMR 4.04, as may be amended and applicable federal law, in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under law and/or regulation.

(3) 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 City in and to the streets and Public Ways or any other rights of the City under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.