

THIRD AMENDMENT TO
CABLE TELEVISION FINAL LICENSE

This Third Amendment to Cable Television Final License dated this 11th day of March, 2019 (this "Amendment") by and between the Town Council of the Town of Wakefield, Massachusetts (the "Council") and RCN Telecom Services of Massachusetts, LLC ("RCN")

WITNESSETH THAT:

WHEREAS, the Council (formerly known as the "Board of Selectmen") granted RCN (formerly known as "RCN-BecoCom, LLC") a cable television license to construct and operate a cable television system in the Town of Wakefield, Massachusetts (the "Town") effective March 9, 1999 for a term of ten (10) years (the "Original License"); and

WHEREAS, the Council and RCN entered into a certain Cable Television License Amendment Agreement dated October 12, 2005 amending the Original License in certain respects; and

WHEREAS, the Council and RCN entered into a certain Second Amendment to Cable Television Final License dated November 22, 2010 further amending the Original License (such amended Original License hereinafter referred to as the "Amended License") by, among other things, extending the term a further ten (10) years; and

WHEREAS, the Council and RCN desire to renew and extend the term of the Amended License for a further term of ten (10) years on the conditions and subject to the terms set forth below;

NOW, THEREFORE, in consideration of the premises set forth above and the mutual promises set forth below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Term. The term of the Amended License is hereby renewed and extended for a period of ten (10) years, i.e., the period commencing on March 9, 2019 and terminating on March 8, 2029.
2. HD Channels for PEG Access. RCN shall offer three (3) high-definition ("HD") channels for public, educational and government ("PEG") access programming as soon as practicable and in all events by June 7, 2019. The said HD channels shall be in addition to, and not in lieu of, the three (3) existing standard-definition channels already in place. RCN shall bear the cost of all equipment required at its head-end to achieve such connectivity.
3. PEG Access Financial Support. Notwithstanding any other provision to the contrary in the Amended License, RCN shall pay the Town annually an amount equal to one percent (1%) of its gross cable service revenues for the purpose of supporting PEG access.

4. Option to Audit. In order to verify the amounts paid by RCN for franchise fees and PEG access support, the Town shall have the right, but not the obligation, on sixty (60) days' written notice, to inspect and audit any and all books and records of RCN that are relevant to calculating RCN's gross cable service revenues within the Town. Such review and audit shall be at the Town's sole expense, excepting only that if such audit results in proof that such revenues have been understated by RCN for any period, then RCN shall bear such expense. Nothing herein shall limit the Town's remedies in the event that such an understatement shall be found to have resulted in a failure to pay all of the franchise fees and PEG access support required.

5. Conflicting Terms; Construction. To whatever extent the terms and conditions hereof may conflict with those of the Amended License, the terms and conditions hereof shall prevail. Terms and conditions of the Amended License that are not specifically amended hereby shall remain in full force and effect. This Amendment shall be construed and enforced with a view toward maximizing the benefits realized by the Council and the Town.

IN WITNESS WHEREOF, the parties have executed this Amendment renewing and extending the Amended License as of the first date set forth above.

TOWN COUNCIL OF THE
TOWN OF WAKEFIELD

Patricia May
WJ
Julie DeS...
Paul G. Nov...
Melanie M. B...

RCN TELECOM SERVICES OF
MASSACHUSETTS, LLC

By: *[Signature]*
 Its: *VP/Gen*
Jeff Carlson