

SECOND AMENDMENT TO
CABLE TELEVISION FINAL LICENSE

This Amendment to Cable Television Final License dated as of this 22nd day of November, 2010 (this "Amendment"), by and between the Board of Selectmen of the Town of Wakefield, Massachusetts (the "Board") and RCN-BecoCom, LLC ("RCN")

WITNESSETH THAT:

WHEREAS, the Board granted RCN 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 Board and RCN entered into a certain Cable Television License Amendment Agreement dated October 12, 2005 amending the Original License in certain respects (such amended Original License hereinafter referred to as the "Amended License"); and

WHEREAS, the Board 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, 2009 and terminating on March 8, 2019.
2. Upgrade of Internet Service for Town Government. If permitted by applicable regulations, RCN shall promptly, and in all events by December 31, 2010, install a new Internet connection for Town use at the Town Hall providing 30 Mbps synchronous service (30 Mbps downstream, 30 Mbps upstream) and allocate a public class C (or CIDR /24) address space with the said service. If not so permitted, then RCN shall use its best efforts to provide as large an IP allocation for the Town at the Town Hall as possible by the said date. RCN shall maintain the said service thereafter.
3. INET Sites. Except as expressly set forth below, RCN shall promptly, and in all events by June 30, 2011, add the following sites to the Town's INET:
 - a. West Park Drive Sewer Station
 - b. Main Street at Central Street
 - c. Lake Street at Spaulding Street
 - d. Findley Street
 - e. Plaza Road

- f. Water Tank / Booster Station Site on Sidney Street
- g. Linden Street Pumping Station
- h. Montclare Avenue Booster Station (as soon as practicable after future construction by the Town)
- i. Albion Street MWRA Connection
- j. Cemetery Building on Vernon Street
- k. Nahant Street Yard Waste Site
- l. Bay State Road Sewer Station

RCN shall not be required under this § 3 to incur costs for labor and materials in the aggregate of more than Fifty-Five Thousand Dollars (\$55,000.00) (U.S.).

4. Payment to Board. Within thirty (30) days from the date hereof, RCN shall pay to the Board the sum of Twenty Thousand Dollars (\$20,000.00) (U.S.). The said funds shall be applied at the discretion of the Board and may be used for the purpose of installing wireless capacity throughout the Town Hall.

5. Payments to WCAT. RCN shall pay to Wakefield Community Access Television ("WCAT"), or its successor, the sum of Five Thousand, Five Hundred and Fifty-Five Dollars (\$5,555.00) (U.S.) annually during the second through tenth years of the term provided for in § 1, above. Such payments shall be made not later than January 1 of each year from and including 2011 through 2019.

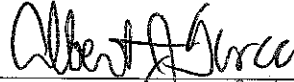
6. Indemnification. RCN shall defend and indemnify the Town (which term, for purposes of this Section, shall include the Board) from, and hold it harmless against, any and all claims, suits, demands, actions, causes of action, arbitrations, judgments, decrees, awards and orders, at law and in equity (collectively, "Claims"), asserted by any person or entity (other than RCN) at any time if such Claim is based, even in part, on a contention that the Town has committed a breach of contract, tort, statutory or regulatory offense or other violation of applicable law by negotiating, executing and/or delivering this Amendment or by performing its obligations or enforcing its rights hereunder. Without limiting the generality of the foregoing, it is the parties' intent that RCN bear all costs (including attorneys' fees and other costs of defense) incurred by the Town as a result of any Claim that the Town has violated or may violate the so-called "Level Playing Field" doctrine by extending the term of the Amended License on the terms and subject to the conditions hereof. In the event that any cable television provider is held by a court or regulatory agency of competent jurisdiction to any relief against the Town as a result of any Claim, including any diminution in such provider's obligations to the Town, the indemnity owed by RCN hereunder shall include, but not be limited to, making the Town whole with respect to such relief, including paying the Town the fair value of such diminution. In any action by the Town to enforce its rights against RCN under this § 6, the Town shall recover its reasonable attorneys fees so incurred if the Town prevails to any extent in such action.

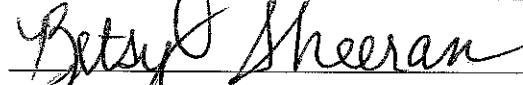
7. Conflicting Terms; Construction. To whatever extent the terms and conditions hereof may conflict with those of the Amended License, the terms and conditions hereof shall prevail. Terms and conditions of the Amended License that are not specifically amended hereby

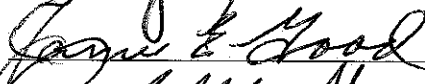
shall remain in full force and effect. This Amendment shall be construed and enforced with a view toward maximizing the benefits realized by the Board and the Town.

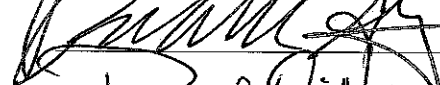
IN WITNESS WHEREOF, the parties have executed this Amendment renewing and extending the Amended License as of the first date set forth above.

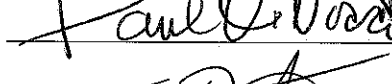
BOARD OF SELECTMEN OF THE
TOWN OF WAKEFIELD











RCN-BECOCOM, LLC

By:



Jeffrey Carlson

Its: Vice President and General Manager

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