

CITY OF WORCESTER
COMMONWEALTH OF MASSACHUSETTS
RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC
a/k/a CHARTER COMMUNICATIONS

OCTOBER 29, 2013

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LICENSE

This License effective this 29th day of October, 2013 by and between Charter Communications Entertainment I, LLC, (“Licensee”), a Delaware Limited Liability Company and the City of Worcester, Massachusetts (“City”), acting by its City Manager, as Issuing Authority, for the renewal of the cable television license between Licensee and City.

WITNESSETH

WHEREAS, the Issuing Authority of the City, pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, is authorized to grant a License to Licensee to construct, upgrade, operate, and maintain a Cable System within the City; and

WHEREAS, Licensee has submitted Application Form 100 and other information as needed for review by City, and has requested a License to continue to construct, operate, and maintain a Cable System in the City; and

WHEREAS, the Issuing Authority conducted public hearings, other public proceedings, and gathering information from a variety of sources, pursuant to Section 626(a) of the Cable Act to 1) identify the future cable related community needs and interests of the City, and 2) review the performance of Licensee during its current franchise term; and

WHEREAS, the Issuing Authority and Licensee have engaged in good faith negotiations and have reached agreement on the terms of a License and have agreed on proposals for the Cable System; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the legal, technical and financial qualifications, and proposals of Licensee; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City to grant a non-exclusive License to Licensee.

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

ARTICLE 1 DEFINITIONS

The following terms used in this License shall have the following meanings:

(1) “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 by and owned in whole or in part by a Person who of which directly or indirectly controls and owns an interest in the Licensee.

(2) “Basic Service Tier” or “Basic Service”: The level of cable programming service distributed over the Cable System which includes, at a minimum, all signals carried in fulfillment of the requirements of Sections 614 and 615 of the Cable Act; all public, educational, and governmental access programming required by the terms of this License; any signal of any television broadcast station that is provided by the Licensee to any Subscriber, except a signal which is secondarily transmitted by a satellite carrier beyond the local service area of such station.

(3) “Cable Communications Act” or “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. 56 (1996) (the Telecommunications Act of 1996).

(4) “Cable Service(s)”: means facilitating the delivery to subscribers of multiple channels of Video Programming regardless of the technology used to provide it, as such term is defined in Title VI of the Federal Communications Act of 1934, including but not limited to the following:

(a) The one-way transmission to Subscribers of (i) video programming or other programming service; and (ii) subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service, regardless of whether such transmission, service(s), or interaction relies upon internet protocol.

(b) Any other service using a Cable System which is not a Telecommunications Service or an Information Service, where under applicable law a franchise or similar permission or approval from City is required or permitted.

(5) “Cable System” or “System”: means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed or used to provide Cable Services and which is capable of being provided to multiple Subscribers within the License Area, but such term does not include:

(a) A facility that serves only to retransmit the television signal of one (1) or more television broadcast stations.

(b) A facility that serves Subscribers without using any Public Way.

(c) A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. §541(c)) to the extent such facility is used in the transmission video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services.

(d) Any facilities of an electric utility used solely for operating its electric utility system.

(6) “Cable Television Advisory Committee”: The committee appointed by the Issuing Authority, pursuant to Worcester Revised Ordinances, Part Two, Article 3, §17. .

(7) “City”: The municipality of Worcester, Massachusetts.

(8) “City Solicitor”: The city solicitor of the City of Worcester.

(9) “CMR”: The acronym for the Code of Massachusetts Regulations.

(10) “Division”: The Cable Television Division of the Massachusetts Department of Telecommunications & Cable, or a successor agency.

(11) “Downstream Channel”: A channel over which signals travel from the Cable System Headend to an authorized recipient.

(12) “Drop” or “Cable Drop”: The coaxial cable or other such connection from the feeder line of the Cable System to the home or building receiving Cable Service.

(13) “Educational Access Channel”: A channel on the Cable System which is designated by Licensee and subject to the management and control of the Issuing Authority for use by educational institutions and/or educators to present non-profit educational programming and/or information to the public.

(14) “External Costs”: Pursuant to Section 76.922(d)(2) of the FCC’s regulations, as such regulations may hereafter be from time to time amended. “External Costs” shall mean costs of Licensee in the categories enumerated in such regulations, including, but not necessarily limited to, the following categories: (a) state and local taxes applicable to the provision of Cable Service; (b) Franchise Fees; (c) costs of compliance with franchise requirements, including costs of public, educational, and governmental access channels as required by the franchise authority; (d) retransmission consent fees; and (3) programming costs. Permitted per channel charges for regulated programming services may be adjusted to reflect changes in External Costs, which may be itemized on the customer’s bill and recouped from customers.

(15) “FCC”: The Federal Communications Commission, or any successor agency.

(16) “Government Access Channel”: A channel on the Cable System which is designated by Licensee and subject to the new management and control of the Issuing Authority for the presentation of non-commercial programming and/or information to the public.

(17) “Gross Annual Revenues”: All revenues of any form or kind derived by the Licensee from the operation of its Cable System to provide Cable Services in the City, including, without limitation, the distribution of any Subscriber Service or Service Related Activity over the System; Basic Service monthly fees; all other Service fees; installation; re-connection, downgrade, upgrade and any similar fees; fees paid for the use of channels designed for commercial use; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues; fees collected for

channels designated for commercial use; home-shopping revenues, converters, remote control and other rentals, leases or sales; studio and other facility and/or equipment rentals and advertising revenues. In the event that an Affiliate and/or other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Licensee by the Affiliate or such other Person for said Affiliate's or other Persons' use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any operation of the Cable System to provide cable Services 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 revenues of Affiliates and/or other Persons relating to the operation of the Cable System to provide Cable Services and not the gross revenues of any such Affiliate(s) and/or other Person(s) itself, where unrelated to such operation. Additionally, Gross Annual Revenues shall not include: (i) any amount collected for a Pay-Per-view event that is passed through to the producer or other provider of said Pay-Per-View event; (ii) any taxes, fees or assessments collected by the Licensee from Subscribers for pass-through to a government agency, including the FCC user fee; (iii) any proceeds from the sale of Telecommunications Services; (iv) any billings by the Licensee of sums collected by the Licensee on behalf of a third party, but not retained by the Licensee, which sums are remitted by the Licensee directly to such third party; (v) the revenue generated by the sale of equipment to buyers other than Subscribers; (vi) the Licensee's actual bad debt, provided, however, that bad debt recoveries shall be included in Gross Annual Revenues; (vii) subscriber deposits; (viii) amounts paid to Licensee, but fully refunded to Subscribers; and (ix) revenues from services that the FCC or other applicable authority has determined are not subject to franchise fees, unless such determination is later overturned or withdrawn.

(18) "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.

(19) "Issuing Authority": The city manager of the City. Also, when the context so allows, the term shall mean an authorized designee of the city manager assigned to collect data, oversee the Licensee's compliance with the terms of this License, conduct any hearings, surveys, and the like on behalf of the city manager.

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

(21) "License": This Agreement.

(22) "License Area": The territorial boundaries of City, as may be changed and added to pursuant to applicable law.

(23) "Licensee": Charter Communications Entertainment I, LLC, a/k/a Charter Communications.

(24) “Local Origination Programming”: Local programming produced or selected and cablecast by the Licensee.

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

(26) “Outlet”: An interior receptacle or connection that connects a Subscriber’s or User’s equipment to the Cable System.

(27) “Pay Cable” or “Premium Cable Services”: Programming delivered for a fee or charge to Subscribers on a per-channel basis in addition to the fee or charge to Subscribers for the Basic Service and distinct from tiers/tier prices, packages/package prices and bundles/bundle prices.

(28) “Pay-Per-View”: Programming delivered for a fee or charge to Subscribers on a per-program or per-day basis in addition to the fee or charge to Subscribers for the Basic Service.

(29) “PEG”: The acronym for “public, educational, and governmental” used in conjunction with PEG Access Channels.

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

(31) “Prime Rate”: The rate of interest which is reported in the Wall Street Journal on the first day interest is assessable.

(32) “Public Access Channel”: A channel on the Cable System which is made available by Licensee to the Issuing Authority, and operated by Issuing Authority or its designee for the use of individuals and not-for-profit organizations wishing to present non-commercial programming and information.

(33) “Public Building”: A building owned by the City and/or used for municipal purposes, including leased or rented offices or facilities.

(34) “Public Way” or “Street”: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, driveways, bridges, tunnels, parks, parkways and public grounds, and all other publicly owned real property or real property rights under the jurisdiction of the City within or belonging to the City, or over which the City has an easement or right-of-way, or to which the City has rights compatible with the installation of cable and ancillary equipment pursuant to this License, 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 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.

(35) “Residence”: Any structure used for private or other non-business purposes including private homes and that is able to receive Cable Service; but, excluding commercial

entities, including but not limited to restaurants, bars, public clubs, private clubs, nursing homes, college dormitories, and hotels.

(36) “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.

(37) “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 or the production or distribution of any Cable Service over the Cable 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, but excluding telecommunication services and so-called “Internet” services.

(38) “Signal”: Any transmission of electromagnetic or optical energy which carries programming from one location to another.

(39) “Subscriber”: Any Person within the City who subscribes to Cable Services.

(40) “Subscriber Network”: A bi-directional capable network operated by the Licensee, over which Cable Service may be transmitted to Subscribers.

(41) “Subscriber Revenue”: Gross Annual Revenue from Subscribers, but not including fees paid for the use of channels designated for commercial use, facility or equipment rentals and advertising revenues.

(42) “System Outage” or “Outage”: An occurrence wherein ten (10) or more calls from one (1) neighborhood report a loss of Cable Service.

(43) “Telecommunications”: The transmission, between or among points specified by the User, of information of the User’s choosing, without change in the form or content of the information as sent or received. This does not include Information services.

(44) “Telecommunications Service”: The offering of Telecommunications on or over the Cable System for a fee to the public, regardless of the facilities used to provide the service.

(45) “Trunk and Distribution System”: That portion of the Cable System for the delivery of signals, but not including drops to Subscribers’ residences.

(46) “Upstream Channel”: A channel over which signals travel from an authorized location to the Cable System Headend.

(47) “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.

(48) "Video Programming": means programming provided by or generally considered comparable to programming provided by a television broadcast station.

ARTICLE 2 GRANT OF LICENSE

2.1 Grant.

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L. c. 166A) as inserted by Chapter 1103 of the Acts of 1971, as amended, and to federal law, the City Manager as Issuing Authority for the City shall grant a non-exclusive renewal Cable Television License to Charter Communications Entertainment I, LLC. ("Licensee"), a Delaware Limited Liability Company established for such purpose, authorizing and permitting said Licensee to operate a Cable System within the License Area. The License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and with all rules and regulations of the FCC, the rules and regulations of Cable Division, the Cable Act, as amended, and all other rules and regulations in force and effect upon the date hereof.

(b) Subject to the terms and conditions herein, the Issuing Authority shall grant to Licensee the right to upgrade, install, operate and maintain a Cable System in, under, over, along, across, through or upon the Public Ways within the License Area and subsequent additions thereto, and also through private ways and private easements within the License Area that have been dedicated for compatible uses. In exercising rights pursuant to the License, Licensee shall not endanger or interfere with the lives of persons or, without prior written permission, unlawfully 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 the 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.

2.2 Term. The License and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this License, unless otherwise lawfully terminated in accordance with the terms of this License.

2.3 License Requirements for Other License Holders.

(a) This 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, installation, operation or maintenance of a Cable System within the City; or the right of the Issuing Authority to permit the use of the Public Ways 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 pursuant to applicable federal and state laws and regulations in effect at the time of the grant. The Issuing Authority shall not permit or authorize any Person or entity to operate a Cable System without a License or franchise, as defined by 47 U.S.C. § 522(9).

(b) If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Issuing Authority to provide such services using facilities located wholly or partly in the public rights-of-way of the Issuing Authority, the Issuing Authority shall within sixty (60) days of a written request from Licensee, negotiate in good faith to determine whether and how to modify this License to insure that the obligations applicable to Licensee are, in their totality, no more burdensome than those imposed on the new competing provider. If the Issuing Authority fails to make modifications consistent with this requirement, within one hundred twenty (120) days of Licensee's written request, or such longer time period as the parties may agree upon, Licensee may seek such modification from a court of competent jurisdiction pursuant to 47 U.S.C. §§545 and 555.

2.4 Police Powers and Conflicts with License. By executing this 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 State and City laws, ordinances, rules, and regulations governing construction within a Public Way. In the event of any conflict between this Renewal License and any City by-law and/or regulation, this Renewal License shall prevail. This License is a contract and except as to those changes that are the result of the City's exercise of its general police power, the City may not take any unilateral action that materially changes the explicit mutual promises in this contract. Nor may either party take any unilateral action that materially changes the explicit mutual promises in this contract. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority in accordance with applicable law and regulation.

2.5 Cable System License Required. No Cable System shall be allowed to occupy or use the Public Ways of the License Area for the provision of Cable Service nor shall any Person be allowed to operate a Cable System for the provision of Cable Service without a Cable System License.

2.6 Transfer and Assignment of License. The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Licensee, without the prior consent of the Issuing Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Issuing Authority shall notify the Licensee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Issuing Authority has not taken action on the Licensee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Issuing Authority shall be deemed given.

2.7 Unauthorized Transfer Action.

(a) Any transfer of the Cable System without complying with section 2.6 above shall be null and void, and shall be deemed a material breach of this License.

(b) If the Issuing Authority's consent is not granted, and a transfer has, nevertheless, been affected, the Issuing Authority may revoke and terminate this License pursuant to Article 11 of this 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 City or in any way stop any future adverse decisions by the Issuing Authority in response to any requested grant or waiver.

2.8 Future Renewals. Renewal rights shall be afforded the Licensee at the expiration of this License consistent with the then applicable state and federal law.

2.9 Removal or Abandonment. Upon termination of this License by passage of time or otherwise, and unless the Licensee renews its license for another term or the Licensee transfers its license to a transferee approved by the Issuing Authority, the Licensee shall remove its supporting structures, poles, transmission and distributions systems and all other appurtenances, but, at the discretion of the Issuing Authority, not its underground cable and/or conduit, from the Public Ways and places and shall restore all areas to the condition they were in immediately preceding removal, unless pursuant to section 2.10 of this License, the Issuing Authority effects a transfer of the property. If such removal is not completed within six (6) months after such termination, weather permitting, the Issuing Authority may deem any property not removed as having been abandoned, and the Issuing Authority may dispose of the same in any way or manner it deems appropriate without liability of any type or nature to the Licensee.

2.10 Proceedings Upon Expiration or Revocation of License. In the event that this License is revoked, and all appeals have been exhausted, or that it expires, and that the Issuing Authority determines not to renew this License and all appeals have been exhausted, the Issuing Authority and the Licensee may implement the provisions of Section 627 of the Cable Act by transferring the Cable System to the City or a subsequent licensee in accordance with Section 627.

ARTICLE 3 DESIGN, SERVICES, AND CAPABILITIES

3.1 Cable System Design. The Licensee shall offer Cable Service that meets the current and future Cable Service related needs of the City. The Licensee shall furnish the Issuing Authority, commensurate with the execution of this License, a description of the Licensee's Cable System including the general design and capabilities of the Cable System to identify how the Cable System will meet the current and future cable needs of the City and may be periodically updated to include changing design and video capabilities and any planned schedule for commencement and completion of construction. Licensee shall have responsibility for the design and maintenance of the Cable System, including subscriber premises equipment, unless the equipment is owned by the Subscriber. Licensee will provide notices regarding the use and operation of any equipment to be operated by Subscribers, including warnings relating to the hazards associated with the use or operation of any of its equipment.

3.2 System Description and Maps. Licensee shall throughout the term of this License provide the City a full description of proposed construction and shall submit a report to the City indicating work completed. Upon request of the City, Licensee shall, at such times and upon such prior notice as are mutually agreeable, make available System “as-built” and “strand” maps for viewing, not photocopying, by designated City officials at Licensee’s local office. Licensee shall cooperate fully with the City or its designee in the pre-planning and execution of construction projects, and shall provide the City or its designee a full description of Licensee’s Cable System within the limits of any particular construction project.

3.3 License Area, Installation and General Line Extension Policy.

(a) Licensee shall serve all areas of the License Area with populations of at least seven (7) dwelling units per one fourth (1/4) cable mile, including areas added subsequent to the grant of the License, unless otherwise provided by an existing License.

(b) Subscribers who request installation or maintenance or repairs shall be given the schedule option of morning, afternoon, evening, or Saturday appointments. Persons requesting installation of residential cable service shall be afforded a right of rescission between the time cable service is requested and the time service is actually installed. All Standard Installations, reconnects, service upgrades or downgrades shall be performed within seven (7) working days of the date the order was placed by the Subscriber, except upon agreement of the Subscriber or unless a line extension is required, in which event service shall be extended in accordance with section 3.3(d). “Standard Installations” are those that are located up to one hundred twenty-five (125’) feet from the existing distribution system or the distribution system to be built in compliance with section 3.3(d).

(c) Licensee shall extend the Cable System to any residence(s) in an unserved area upon the written request of one (1) or more residents who shall reside within the requested extension area and who shall agree to subscribe to Licensee’s cable service where the number of occupied homes, and homes for which certificates of occupancy have been issued, which would be served by the requested extension equals seven (7) homes per one-quarter (1/4) cable mile or more with the measurement starting from the closest existing usable point of connection to the System. Unless additional time has been agreed to by the Issuing Authority, such extensions shall be completed within one hundred eighty (180) days of submittal of a request where the above density standard is met and all additional utility permits or other right-of-way permits have been obtained. The City and Licensee may agree to a different time for extension in particular instances.

(d) If the number of homes per one-quarter (1/4) cable mile is less than seven (7), the requesting subscriber(s) may obtain service by paying a share of the incremental cost of the extension as follows:

i. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 3.3(c) above, the Franchisee shall extend service to subscribers who are willing to contribute to the cost of construction in accordance with the formula $C/LE - CA=SC$ where C equals the cost of construction of new plant; CA

equals the average cost of construction per mile in the primary service area; LE equals the number of dwelling units requesting service in the line extension area; SC equals subscriber contribution-in-aid of construction. During a three (3) year period commencing with the initiation of service to a particular line extension, a pro-rated refund may be paid to previous subscribers of said extension as new subscribers are added to the extension. The amount of such refund, if any, shall be determined by application of the SC formula each time a new subscriber is added. The refunds shall be paid annually to subscribers, or former subscribers entitled to receive them.

ii. When Licensee receives a request for an extension, the company shall, within thirty (30) days, respond in writing with its calculation of the density and such other terms as may be needed to fully inform the requesting subscriber(s), including cost sharing and reimbursement procedures. If the density is less than seven (7) homes per one-quarter (1/4) mile, Licensee shall also provide a firm price good for ninety (90) days reflecting the proportional share which requesting subscriber(s) must pay on a cost sharing basis to obtain cable service. Within ninety (90) days from payment of the cost share by prospective subscriber(s) and receipt of all necessary utility permits or other right-of-way permits, Licensee shall complete the extension of service.

(e) Nothing in this section 3.3 shall prohibit the City, the Licensee, or real estate developers from entering into an agreement whereby entire new housing developments in the city may be pre-wired for efficient future expansion of cable television service.

3.4 Interconnection.

(a) The Cable System shall be designed to be interconnected with other Cable Systems outside the License Area. At a minimum, the system shall be capable of interconnecting the PEG channel programming to other systems.

(b) The City may request Licensee to negotiate the interconnecting of the PEG Access Channels with the Access Channels of one or more cable systems served by the Licensee upon the joint request of the Issuing Authorities of the other cable system(s). Licensee shall use its best efforts to negotiate such interconnection and shall keep the City informed of the progress of any negotiations. Licensee shall not be required to interconnect its System if a substantial expenditure of capital is required to complete the interconnection and it is demonstrated to the issuing authorities' satisfaction that no reasonable alternative is identified. The cost of interconnection shall be considered as an external cost for the purposes of rate regulation and may be passed on to the subscribers and identified as a separate line item on the subscriber's monthly statement to the extent allowed by applicable law and regulation.

3.5 Multiple Dwelling Access. Licensee shall comply with the provisions of M.G.L. c. 166A §22.