

Town of Sutton/Charter Communications Entertainment I, LLC

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC**

EFFECTIVE DATE: January 27, 2012

**BOARD OF SELECTMEN
TOWN OF SUTTON,
MASSACHUSETTS**

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THIS CABLE LICENSE AGREEMENT (this "License" or "Agreement") is entered into by and between the Board of Selectmen of the Town of Sutton, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law, and Charter Communications Entertainment I, LLC, a corporation duly organized under the applicable laws of the State of Delaware (the "Licensee").

WHEREAS, the Issuing Authority wishes to grant Licensee a nonexclusive Renewal License to construct, install, maintain, extend and operate a cable communications system in the Town as designated in this License;

WHEREAS, the Issuing Authority is a "franchising authority" in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted the current Renewal License to a predecessor of the Licensee on January 27, 2002;

WHEREAS, the Issuing Authority conducted a public ascertainment study resulting in a report issued on August 26, 2011;

WHEREAS, the Issuing Authority finds that the Licensee has substantially complied with the material terms of the current Renewal License;

WHEREAS, Licensee submitted an application dated January 24, 2011, on Cable Division Form 100 for a renewal of its license to operate and maintain a Cable System in the Town;

WHEREAS, the Issuing Authority released a Request for Proposal, dated August 29, 2011; and

WHEREAS, the Licensee submitted a response and proposal, dated October 19, 2011, in response to the Town's RFP;

WHEREAS, pursuant to 207 CMR 3.05(3), the Issuing Authority held a public hearing regarding the renewal of the cable license of the Licensee on December 20, 2011; and

WHEREAS, the Issuing Authority has determined that, consistent with the provisions of the Cable Act and Massachusetts Cable Law, the grant of a nonexclusive Renewal License to Licensee is in the public interest; and

WHEREAS, the Issuing Authority and Licensee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the Issuing Authority's grant of a Renewal License to Licensee, Licensee's promise to provide Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged.

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Licensee shall make available to the Town without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Town or its designee.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7).

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended, which includes the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and by the Telecommunications Act of 1996.

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Licensee's affairs.

1.11. *Educational Access Channel*: An Access Channel available for the use of the local public schools in the Town as designated by the Issuing Authority.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Franchise Fee*: Shall have the meaning as set forth in Section 622(g) of the Communications Act (47 U.S.C. §542(g)).

1.14. *Government Access Channel*: An Access Channel available for use of the Issuing Authority or its designee.

1.15. *Gross Revenues*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees collected from Subscribers for Cable Services (including, but not limited to, basic and premium Cable Services and pay-per-view Cable Service); installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; leased access programming revenues; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town; and all fees imposed on the Licensee by this Renewal License and applicable law that are passed through and paid to the Licensee by Subscribers. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to cable franchise and/or license fees to be paid to the Issuing Authority. Provided, however, that Gross Revenues shall not include:

1.15.1. Revenues received by any Affiliate of Licensee, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Service in the Town;

1.15.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenues during the period collected;

1.15.3. Refunds, rebates or discounts made to Subscribers or other third parties;

1.15.4. Any revenues classified as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services and Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.15.5. Any revenues which are received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that any portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise (i.e., home shopping channels) shall be included in Gross Revenues;

1.15.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required to pay (and does pay) Franchise Fees and cable license fees to the Town on the resale of such Cable Services;

1.15.7. Any tax of general applicability imposed by a Town, State, federal or any other governmental entity and required to be collected by Licensee and remitted to the taxing entity (including, but not limited to, sales/use taxes and non-cable license fees);

1.15.8. Any revenues foregone as a result of the Licensee's provision of free or reduced Cable Services to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenues;

1.15.9. Revenues from the sales of capital assets or sales of surplus equipment (provided that this exclusion shall not include revenues from the sale to Subscribers of Subscriber equipment used for the provision of Cable Service over the Cable System);

1.15.10. Program launch fees; and

1.15.11. Any fees or charges collected from Subscribers or other third parties for the PEG Grant.

1.16. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

1.17. *Internet Access Service*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.18. *Issuing Authority*: The Board of Selectmen of the Town of Sutton.

1.19. *License Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in M.G.L. c.166A, Section 9.

1.20. *Licensee*: Charter Communications Entertainment I, LLC, and its lawful and permitted successors, assigns and transferees.

1.21. *Massachusetts Cable Law*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.22. *Non-Cable Services*: Any service that does not constitute the provision Cable Services including, but not limited to, Information Services and Telecommunications Services.

1.23. *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.24. *Normal Operating Conditions*: Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are within

the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.25. *PEG*: Public, educational, and governmental.

1.26. *PEG Channel*: An Access Channel that the Licensee provides to the Town pursuant to the terms and conditions of this License for PEG programming and managed by the Issuing Authority or its designee(s).

1.27. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.28. *Prime Rate*: The prime rate of interest as published in the Wall Street Journal.

1.29. *Public Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License available for the use by the residents of the Town and managed by the Issuing Authority or its designee(s).

1.30. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Reference to Public Rights-of-Way shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for an 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.

1.31. *Service Area*: All portions of the Town where Cable Service is being offered, being the entire Town of Sutton, as outlined in **Exhibit A**.

1.32. *Service Interruption*: The loss of picture or sound on one or more cable Channels.

1.33. *State*: The Commonwealth of Massachusetts.

1.34. *Subscriber*: A Person who lawfully receives Cable Service of the Cable System with Licensee's express permission.

1.35. *Town*: The Town of Sutton.

1.36. *Transfer of the License*:

1.36.1. Any transaction in which:

1.36.1.1 an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.36.1.2 the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons.

1.36.2. However, notwithstanding Sections 1.42.1.1 and 1.42.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to M.G.L. c. 166A, Section 7, and 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

1.37. *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System along the Public Rights-of-Way within the Town, for the purpose of providing Cable Service. Notwithstanding any provision of this Renewal License, the Licensee may not provide Cable Service over the Public Rights-of-Way in the Town other than pursuant to the terms of this Renewal License (and any amendments and renewals thereto). However, nothing in this Renewal License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement. The grant of this Cable License is non-exclusive.

2.2. *Term:* This License shall become effective on January 27, 2012 (the "Effective Date"). The term of this License shall be ten (10) years from the Effective Date unless this License is earlier revoked or terminated as provided herein. If, subsequent to the Effective Date, there is a change in federal law or State law that eliminates the authority of local governments to require and grant cable television franchises for the provision of Cable Service, then to the extent permitted by law this License shall survive such legislation and remain in effect for the term of this License.

2.3. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights shall not be in conflict

with the authority as granted by this License. Disputes between the Licensee and other parties regarding use of Public Rights-of-Way shall be resolved in accordance with applicable law.

2.4. *License Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions of federal and State law as they may be amended, including but not limited to Title VI and the Massachusetts Cable Law. Both the Licensors and the Licensee shall comply with applicable federal and state law and regulations.

2.5. *No Waiver:*

2.5.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this Renewal License, the Massachusetts Cable Law or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.5.2. The failure of the Licensee on one or more occasions to exercise a right under this Renewal License or applicable law, or to require performance under this Renewal License, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.6. *Construction of Agreement:*

2.6.1. The provisions of this Renewal License shall be liberally construed to effectuate their objectives.

2.6.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.7. *Police Powers:* Nothing in this Renewal License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers results in any material alteration of the terms and conditions of this Renewal License, then the parties shall modify this Renewal License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this Renewal License, then the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. This Section 2.7 shall be subject to the procedural requirements of 207 CMR 3.07.

3. **PROVISION OF CABLE SERVICE**

3.1. *Availability of Cable Service:* Licensee shall make Cable Service available to: (i) all residential dwelling units within the Town; and (ii) to any commercial establishment within the Town which is located on the residential subscriber network, subject to the Licensee

and each commercial establishment reaching a reasonable agreement regarding the terms and costs of initial installation and service which may or may not differ from the terms and costs that apply to residential Subscribers (It is acknowledged that certain programming services may not be available to commercial establishments, or may be available only upon certain terms and conditions, pursuant to applicable law or the Licensee's agreements with its program suppliers), except (a) periods of delay caused by Town; (b) for periods of delay resulting from the Licensee's inability to obtain authority to access rights of way in the Service Area; (c) in developments or buildings that are subject to exclusive arrangements with other cable providers; (d) in developments or buildings that are subject to exclusive arrangements with other cable providers; (e) with in areas, developments or buildings where the Licensee cannot access under reasonable terms and conditions after good faith negotiations; and (f) in areas, developments or buildings where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee shall provide Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within three hundred (300) feet of trunk or feeder lines not otherwise already served by Licensee's Cable System. Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed three hundred (300) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.2. *Cable Service to Public Buildings:* Subject to Section 3.1, Licensee shall provide, without charge within the Service Area, one service outlet activated for Basic Service and Expanded Basic Service (or its equivalent) to each fire station, public school, police station, public library, and other public buildings as are designated by the Issuing Authority. Current public buildings set forth in **Exhibit B**. Licensee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring; provided, however, that Licensee shall not charge for the provision of Basic Service to the additional service outlets once installed.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements:

4.1.1. The System was designed and constructed as 870 MHz.

4.1.2. The System shall be designed to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.2. *Interconnection:* The Licensee shall design its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.3. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC, in order that emergency messages may be distributed over the Cable System.

5. CONSTRUCTION AND TECHNICAL STANDARDS

5.1 *Compliance with Codes:* All construction, operating and maintenance practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code, the National Electric Code, and other applicable federal and State laws and regulations.

5.2 *Construction Standards and Requirements:* All of the Licensee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, and performed by experienced maintenance and construction personnel.

5.3 *Good Care/Safety:* The Licensee shall at all time employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents. All plant and equipment shall be kept and maintained in a safe and suitable condition and in good order and repair.

5.4 *Non-Interference:* The Cable System shall be installed and maintained so as not to interfere with any installations of the Town or any public utility serving the Town.

5.5 *Network Technical Requirements:* The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of meeting or exceeding all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC regulations.

5.5 *Performance Monitoring:* The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards. The Licensee shall test the Cable System consistent with the FCC regulations and provide copies of such tests as required by applicable law or regulations.

6. CONDITIONS OF STREET OCCUPANCY

6.1 *General Conditions:* The Licensee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property until the written approval of the Issuing Authority is obtained, which approval shall not be unreasonably withheld.

6.2 *Underground Construction:* The facilities of the Licensee shall be installed underground in those areas in the Town where existing telephone and electric services are both underground at the time of construction. In areas where either telephone or electric utility facilities are installed aerially at the time of construction, the Licensee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Issuing Authority, the Licensee shall likewise place its facilities underground.

6.3 *Permits:* The Issuing Authority shall reasonably cooperate with the Licensee in granting any permits required for the Cable System, providing such grant and subsequent construction by the Licensee shall not interfere with the use of such Streets.

6.4 *System Construction:*

(a) All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Licensee shall, at all times, employ reasonable care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Licensee shall be placed in such a manner as not to interfere with the usual travel on such Public Way.

(b) In accordance with M.G.L. Section 5(g), whenever the Licensee excavates, opens or disturbs any pavement, sidewalk or other improvement of any Public Way or 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 the failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

6.5 Removal in Emergency: Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Town to cut or remove any of the Licensee's facilities, the Town shall have the right to do so without cost and liability and no charge shall be made by the Licensee against the Issuing Authority for restoration and repair.

6.6 Tree Trimming: In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only in accordance with Town regulations. No cutting of trees on Town property shall be done except upon receipt of a permit in writing from the Town Department of Public Works or other appropriate municipal official or in accordance with the applicable regulations or requirements of the Town. The Licensee shall secure the permission of the property owner prior to reasonable trimming of trees on private property.

6.7 Disconnection/Relocation: The Licensee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of the Licensee when lawfully required by the Issuing Authority pursuant to its police powers. The Licensee shall be responsible for any costs associated with these obligations. The Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

6.8 Relocation for a Third Party: The Licensee shall, on the request of any Person holding a lawful permit issued by the Issuing Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Licensee, provided that the Licensee is given reasonable advance written notice to prepare for such changes. The Person benefitting from the relocation shall be responsible for the expense therefore, unless otherwise required by applicable law or regulation. In such event, the Licensee may require such payment in advance.

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

6.10 Right to Inspection of System: The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of the Renewal License and all other applicable law and regulations. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Town shall provide the Licensee with timely notice of any such inspection(s) which may interfere with the Cable System or the provision of Cable Service. The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

6.11 *Pedestals*: In any cases in which pedestals housing active and passive devices are to be installed, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town bylaws and/or regulations.

6.12 *Strand Maps*: Upon written request of the Town, the Licensee shall file strand maps of the Cable System. Strand maps shall also be provided in electronic format if they exist in electronic format.

6.13 *Dig Safe*: The Licensee shall comply with all applicable "dig safe" provisions pursuant to M.G.L. c.82, sec. 40.

7. PEG SERVICES AND SUPPORT

7.1. *PEG Set Aside; Interconnection:*

7.1.1. In order to ensure universal availability of PEG programming, Licensee shall provide capacity on its Basic Service tier for three (3) Channels for Public Access, Educational Access and Government Access (the "PEG Channels").

7.1.2. The Issuing Authority hereby authorizes Licensee to transmit such programming within and without the Town's jurisdictional boundaries. Licensee specifically reserves the right to make PEG Channel assignments in its sole discretion, subject to applicable laws and regulations. If a PEG Channel provided under this Article is not being utilized by the Town for a period of 120 days, Licensee may utilize such PEG Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Channel for its intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide Licensee with 120 days' prior written notice of such request.

7.1.3. The Licensee, at the Licensee's expense, shall connect its Cable System to equipment owned by the Town or its access designee at the following two (2) locations in order to cablecast, on a live basis, all PEG Access Programming originated or aggregated exclusively at said locations and the additional locations designated in this Section 7.1.3: (i) Municipal Building (4 Uxbridge Road); and (ii) PEG Access Studio at Sutton Senior High School ("PEG Access Studio") (386 Boston Road). The Licensee shall also provide fiber links between the PEG Access Studio and equipment owned by the Town or its access designee at two (2) additional locations within the school complex at 386 Boston Road, as determined by the Issuing Authority, in order to cablecast, on a live basis, all PEG Access Programming originated or aggregated exclusively at such locations. The PEG Access Studio shall serve as the aggregation point for all PEG Access Programming originating at such additional locations. Licensee shall provide PEG Edge Device ("PED") equipment at the PEG Access Studio to switch PEG Programming generated at these locations onto the appropriate PEG Channels provided pursuant to Section 7.1.1 above provided, however, that the Issuing Authority shall be responsible for the operation and maintenance of the PED equipment. The Licensee shall make such connections at the above designated locations within one hundred and eighty (180) days of the Effective Date or such later date as requested by the Issuing Authority, provided that the Issuing Authority shall cooperate with the Licensee's efforts pursuant to this Section 7.1.3, and

provided further that the Issuing Authority or its access designees shall cooperate with the Licensee with respect to such connections, including, without limitation, providing Licensee with reasonable and lawful access, sufficient space and favorable environmental conditions at each such location. The Issuing Authority or its access designee shall be responsible for delivering a suitable PEG signal to the access connection point at each such location. The Licensee shall provide, install, maintain, repair and replace only equipment that is necessary to receive and transmit such PEG Programming from the designated locations to Subscribers. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Issuing Authority with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such PEG programming. The Issuing Authority and the Licensee shall work together in good faith to resolve any PEG access interconnection issues.

7.1.3.1. At any point during the term of this License, the Issuing Authority may require the Licensee to provide one (1) additional fiber link between the PEG Access studio and town owned equipment at a location along Licensee's activated cable route in order to cablecast, on a live basis, all PEG Access Programming originated or aggregated exclusively at such location. Licensee shall complete the fiber link within one hundred eighty (180) days of receipt of written notice from the Issuing Authority setting forth the location of the requested additional site provided that the Issuing Authority shall cooperate with the Licensee's efforts pursuant to this Section 7.1.3.1, and provided further that the Issuing Authority or its access designee shall cooperate with the Licensee with respect to such connection, including, without limitation, providing Licensee with reasonable and lawful access, sufficient space and favorable environmental conditions at each such location.

7.1.4. The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System's commercial Channels, provided, however, that the Licensee is not responsible for the production quality of PEG Access programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control, nor for any PEG Access equipment not owned by the Licensee.

7.2. PEG Grant and PEG Access Support:

7.2.1. Licensee shall provide a facilities and equipment grant to the Town or its designee to be used for the support of the production of local PEG programming (the "PEG Grant"). The PEG Grant provided by Licensee hereunder shall be One Hundred Seven Thousand Five Hundred Dollars (\$107,500), payable as follows: Fifty Seven Thousand Five Hundred Dollars (\$57,500) within sixty (60) days of the Effective Date; Twenty Thousand Dollars (\$20,000) on the first (1st) anniversary of the Effective Date; Twenty Thousand Dollars (\$20,000) on the third (3rd) anniversary of the Effective Date; and Ten Thousand Dollars (\$10,000) on the fifth (5th) anniversary of the Effective Date.

7.2.2. Licensee shall provide payments to the Town or its designee to be used to support ongoing operations of PEG access programming (the "PEG Access Support"). Such payment shall be used by the Town or its designee for personnel, operating and other related expenses incurred in connection with PEG access programming operations. Subject to the limitations in Section 8.2, the PEG Access Support provided by Licensee shall be as follows:

for Years one and two of the Renewal License term, Licensee shall pay three and one-half percent (3.5%) of Licensee's annual Gross Revenues; for Years three and four of the Renewal License term, the Licensee shall pay four percent (4%) of Licensee's annual Gross Revenues; beginning with the fourth anniversary of the Effective Date, the Issuing Authority may, upon an affirmative vote of the Issuing Authority and upon one hundred and twenty (120) days written notice to Licensee, increase or decrease the percentage of annual Gross Revenue paid annually to support PEG Access for Years five through ten of the Renewal License term. All such payments shall be paid pursuant to Section 7.2.3 below. Each such payment shall be accompanied by a general statement of the total amount of Gross Revenue subject to the fee which also provides in reasonable detail the general categories comprising Gross Revenue as defined in Section 1.15 above and the revenue attributable thereto, and the total fee amount due. The Issuing Authority or its designee shall prepare an annual report for the preceding calendar or fiscal year which describes how the annual PEG Access Support payment was spent, and what amount remained unspent at the end of the calendar year. This report shall be provided to the Licensee upon written request.

7.2.3. The PEG Access Support payments (Section 7.2.2) shall be made no later than forty-five (45) days following the end of each calendar quarter. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

7.3. *PEG Operations:* In accordance with Section 638 of the Communications Act (47 U.S.C. § 558), "[n]othing in this title shall be deemed to affect the criminal or civil liability of cable programmers or cable operators pursuant to Federal, State, or local law of libel, slander, obscenity, incitement, invasion of privacy, false or misleading advertising, or other similar laws, except that cable operators shall not incur any such liability for any program carried on any channel designated for public, educational, government use or on any other channel obtained under section 612 or under similar arrangements unless the program involves obscene material."

7.4. *Recovery of Costs:* To the extent permitted by federal law and regulations, the Licensee shall be allowed to recover the costs of the PEG Grant, the PEG Access Support and any other costs arising from the provision of PEG services and INET-related payments from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under State and federal laws, Licensee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

7.5. *Late Payments:* In the event that the PEG Grant (Section 7.2.1), the PEG Access Support fee (Section 7.2.2) or the License Fee (Section 8.1) is not paid on or before the due dates set forth in this Renewal License for such payments, then interest shall accrue from the due date until the date paid at the rate equal to two percent (2%) above the Prime Rate.

8. LICENSE FEES

8.1. *License Fee:* Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the "License Fee").

8.2. *Maximum Financial Obligation:* The Licensee shall not be liable for a total Franchise Fee pursuant to this License and applicable law in excess of five percent (5%) of its annual Gross Revenues; provided that such five percent (5%) shall include: (i) the License Fee payable to the Town (Section 8.1), (ii) the license fee payable to the Commonwealth of Massachusetts pursuant to Section 9 of the Massachusetts Cable Law, and (iii) the PEG Access Support (Section 7.2.2), but it shall not include the PEG Grant (Section 7.2.1) or any other exclusions to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Communications Act..

8.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31 of the preceding calendar year. The License Fee shall be paid no later than March 15 of each year during the term of this Renewal License.

9. CUSTOMER SERVICE

9.1 *FCC Customer Service Obligations:* The Licensee shall comply with the FCC's Customer Service Obligations, as they may be amended from time to time, which standards are incorporated by reference herein.

9.2 The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., as they exist or are amended from time to time, which are incorporated by reference herein:

- (i) Notification of its billing practices;
- (ii) Notification of Service, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates; Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

9.3 The Customer Service Requirements set forth in Exhibit C, shall be applicable except to the extent they are inconsistent with the FCC's customer service obligations and/or State law or regulations, including 207 CMR 10.00 et seq., in which case the applicable federal and/or State law and regulations shall govern. These Customer Service Regulations are consistent with customer service obligations of other Licensees in the Town, and may be amended by written consent of the parties.

10. REPORTS AND RECORDS

10.1. *Open Books and Records:* Upon reasonable written notice to the Licensee of no less than thirty (30) days, the Issuing Authority shall have the right to inspect Licensee's books and records pertaining to Licensee's provision of Cable Service in the Town at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Renewal License. Such notice shall specifically reference the section or subsection of this Renewal License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years, unless otherwise required by applicable law or regulations. Notwithstanding anything to the contrary set forth herein, Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town, unless required by applicable law or regulations or by a court of competent jurisdiction. The Issuing Authority shall treat any confidential information disclosed by Licensee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof unless required to do so by law or regulations or a court of competent jurisdiction. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551, unless required by applicable law or regulations or by a court of competent jurisdiction.

10.2. *Records Required:* Licensee shall at all times maintain the following records for the below listed time periods, unless a longer period of time is required by applicable law or regulations or a court of competent jurisdiction:

10.2.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Licensee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

10.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

10.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

10.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

10.2.5. A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

10.3. *Reports Required By Federal and State Law*: The Licensee shall provide the Issuing Authority with all reports required to be provided to the Town pursuant to federal and/or state law.

11. INSURANCE AND INDEMNIFICATION AND PERFORMANCE BOND

11.1. Insurance:

11.1.1. Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

11.1.1.1. Commercial General Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town.

11.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

11.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts.

11.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

11.1.2. The Town shall be included as additional insured under each of the insurance policies required in this Article 9 except Worker's Compensation and Employer's Liability.

11.1.3. Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Agreement.

11.1.4. Each of the required insurance policies shall be with sureties qualified to do business in the State of Massachusetts, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

11.1.5. Upon written request, Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

11.2. Indemnification:

11.2.1. Licensee shall indemnify, defend and hold harmless the Town at all times during the term of this License from any and all claims and actions for injury and damage to persons or property, both real and personal, caused by the installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this Renewal License, provided that the Town shall give Licensee written notice of its request for indemnification within a period of time from receipt of a claim sufficient to enable Licensee to avoid entry of a default judgment and which does not prejudice the Licensee's ability to defend the claim or action. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Licensee in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System.

11.2.2. With respect to Licensee's indemnity obligations set forth in Section 9.2.1, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the Town and the Town does not consent to the terms of any such proposed settlement, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such proposed settlement.

11.2.3. The Town shall hold harmless and defend Licensee from and against, and shall be responsible for, damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the Town.

11.2.4. The Town shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. The Licensee shall not be required to indemnify the Town for acts of the Town which constitute willful misconduct or negligence, on the part of the Town, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

11.3. *Performance Bond.* Prior to the Service Date, Licensee shall provide to the Town, and shall maintain throughout the term of this Renewal License, a performance bond in the Town's favor in the amount of Fifty Thousand Dollars (\$50,000) securing the performance of Licensee's obligations under this Renewal License. The performance bond shall be substantially in the form of **Exhibit D**. No substantial change can be made to the form of this bond without the written approval of the Issuing Authority. In the event that a performance bond provided pursuant to this Renewal License is not renewed or is cancelled, Licensee shall provide new security pursuant to this Article within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the

inability of Licensee to file a replacement bond or replacement security for its obligations under this Renewal License, shall constitute a loss to the Town recoverable under the bond.

12. TRANSFER OF LICENSE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this Renewal License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned consistent with M.G.L. c. 166A, Section 7, and the Cable Division's transfer regulations (207 CMR 4.00, et. seq.). No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.41.2 above, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to M.G.L. c. 166A, Section 7, and 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations.

13. RENEWAL OF LICENSE

The Town and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this Renewal License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546 and applicable provisions of the Massachusetts Cable Law, as each may be amended from time to time. The Town shall notify Licensee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Licensee under the terms of this License, and such assessments shall be provided to Licensee by the Town.

14. ENFORCEMENT AND TERMINATION OF LICENSE

14.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this Renewal License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice").

14.2. *Licensee's Right to Cure or Respond:* Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed.

Upon cure of any noncompliance, the Town shall, if requested by the Licensee in writing, provide Licensee with written confirmation that such cure has been effected.

14.3. *Public Hearing:* In the event that Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 14.2(iii) above, if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

14.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 14.3, determines that Licensee is in default of any provision of this Renewal License, the Issuing Authority may:

14.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

14.4.2. Commence an action at law for monetary damages or seek other equitable relief;

14.4.3. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 14.5; or

14.4.4. Assess liquidated damages in accordance with the schedule set forth in Section 14.6 below.

14.5. *Revocation:* Should the Issuing Authority seek to revoke this Renewal License after following the procedures set forth in this Article, including the public hearing described in Section 14.3, the Issuing Authority shall give written notice to Licensee of such intent. The notice shall set forth the specific nature of the noncompliance. The Licensee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Issuing Authority has not received a satisfactory response from Licensee, it may then seek termination of this Renewal License at a second public hearing. The Issuing Authority shall cause to be served upon the Licensee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this License.

14.5.1. At the designated public hearing, Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, and to require the production of testimony and evidence consistent with law. A complete verbatim record and transcript shall be made of such hearing.

14.5.2. Following the second public hearing, Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has

occurred under this Renewal License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this Renewal License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this Renewal License, the Issuing Authority shall within sixty (60) days provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court which has the power to review the decision of the Issuing Authority consistent with applicable law and regulation. Licensee shall be entitled to such relief, if any, as the court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

14.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14.6. *Liquidated Damages:* The parties agree and acknowledge that the Licensee's failure to comply with certain provisions of this Renewal License will result in injury to the Issuing Authority, the extent of which will be difficult to estimate. As such, the parties agree to the liquidated damages provided for in this Section 14.6, and that said liquidated damages, if imposed by the Issuing Authority, represent the parties' best estimate of the damages resulting from the specified noncompliance, and that said liquidated damages are fair and reasonable compensation for such damage. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice of the provision(s) with which the Issuing Authority believes the Licensee has failed to comply, provided that the Issuing Authority has made a determination of default in accordance with the procedures set forth in Sections 14.1 through 14.4 above.

On an annual basis, the Licensee shall not be liable for liquidated damages that exceed five thousand dollars (\$5,000). All violations or failures for the same factual events affecting multiple Subscribers shall be assessed as a single violation for each day that such failure continues, and a violation or a failure may only be assessed under one of the below referenced categories for each day that such failure continues.

The liquidated damages shall be assessed in the following manner:

14.6.1. For failure to comply with the customer service standards in accordance with Article 7, One Hundred Fifty Dollars (\$150) per day for each day that such failure continues;

14.6.2. For failure to offer Cable Service in accordance with Sections 3.1 and 3.2, two hundred dollars (\$200) per day for each day that such failure continues; and

14.6.3. For failure to provide, install and activate Cable Service to public buildings in accordance with Section 3.3, one hundred dollars (\$100) per day for each day that such failure continues;

All violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation for each day that such failure continues, and a violation or a failure may only be assessed under any one of the above-referenced categories.

15. MISCELLANEOUS PROVISIONS

15.1. *Actions of Parties*: In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

15.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

15.3 *Preemption*: In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

15.4 *Force Majeure*: If by reason of *force majeure* either party ("Party") is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, whether legal or illegal; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; labor work actions and unavailability of essential equipment, personnel, services and/or materials beyond the reasonable control of the Party; and the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the Party.

15.5 *Performance Evaluations*. If, during the term of this License, the Town conducts an evaluation of Licensee's performance under this Renewal License or otherwise related to Licensee's provision of Cable Service in the Town, then the Town shall provide Licensee with a written report with respect to Licensee's compliance within ten (10) days after the conclusion of such evaluation.

15.6 *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

15.6.1 Notices to Licensee shall be mailed to:

Charter Communications
95 Higgins Street
Worcester, MA 01606
Attention: Vice President/General Manager

with a copy to:

General Counsel
Charter Communications, Inc.
Charter Plaza
12405 Powerscourt Drive
St. Louis, Missouri 63131

15.6.2 Notices to the Issuing Authority shall be mailed to:

Mr. James A. Smith
Town Administrator
Sutton Town Hall
4 Uxbridge Road
Sutton, MA 01590

with a copy to:

Pamela Nichols
PEG Access Coordinator
Sutton Town Hall
4 Uxbridge Road
Sutton, MA 01590

15.7 *Entire Agreement:* This Renewal License and the Exhibits hereto constitute the entire agreement between Licensee and the Town, and it supersedes all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

15.8 *Amendments:* Amendments to this Renewal License shall be mutually agreed to in writing by the parties.

15.9 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

15.10 *Exhibits:* The Exhibits to this License, attached hereto, and the documents incorporated by reference herein, are expressly made a part of this License. The procedures for approval of any subsequent amendment or modification to the Exhibits shall be the same as those applicable to an amendment or modification hereof, except as otherwise specified in such Exhibit or elsewhere in this License.

15.11 *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License.

15.12 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

15.13 *Modification:* This License shall not be modified except by written instrument executed by both parties.

15.14 *Interpretation:* The Town and Licensee each acknowledge that it has received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

15.15 *No Third Party Beneficiary:* Nothing in this Renewal License shall be construed to create or confer any rights or benefits to any third party.

15.16 *Limitation of Licensing Authority Liability:* Licensee shall comply with Section 635A(a) of the Communications Act (47 U.S.C. §555 (a)).

15.17 *Jurisdiction:* Except as otherwise set forth in this License, exclusive jurisdiction and venue over any dispute arising out of this License shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

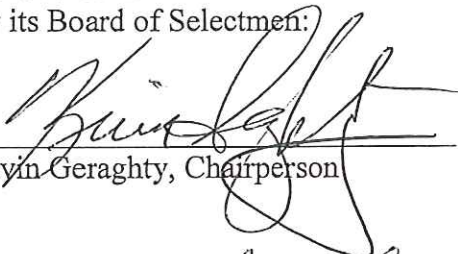
15.18 *Counterparts:* This License may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This License and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this License or any counterpart hereof to produce or account for any of the other counterparts.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS 17th DAY OF JANUARY, 2012.

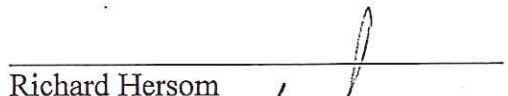
TOWN OF SUTTON

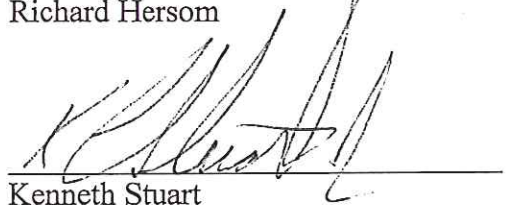
By its Board of Selectmen:


Kevin Geraghty, Chairperson


Michael Chizy, Vice Chairman

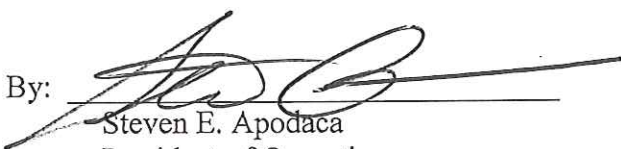

John Herbert, Clerk


Richard Hersom


Kenneth Stuart

Charter Communications Entertainment I, LLC

By:


Steven E. Apodaca
President of Operations

Approved as to legal form:

Special Cable Counsel

EXHIBITS

EXHIBIT A – SERVICE AREA MAP

EXHIBIT B – MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE
SERVICE

EXHIBIT C – CUSTOMER SERVICE STANDARDS

EXHIBIT D – PERFORMANCE BOND

EXHIBIT A

SERVICE AREA MAP

(See attached map)

EXHIBIT B

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

1) Police Station,	4 Uxbridge Road	1
2) Municipal Building,	4 Uxbridge Road	1
3) Fire Station	4 Uxbridge Road (Station 1)	1
	343 Manchaug Road (Station 2)	1
	14 Providence Road (Station 3)	1
4) Library	4 Uxbridge Road	1
5) Schools	Early Learning Center, 386 Boston Road	1
	Sutton Elementary School, 386 Boston Road	1
	Sutton Middle School, 386 Boston Road	1
	Sutton High School, 386 Boston Road	1
6) Sutton Senior Center	19 Hough Road	1
	Addition	1
7) Highway Department	25 Pleasant Valley Road	1
8) Shaw Farm Property	17 Shaw Lane	1
9) Marions Camp	Tuttle Road	1
10) Transfer Station	192 Stone School Road	1
11) Sewer Department	23 Hough Road	1

EXHIBIT C

CUSTOMER SERVICE STANDARDS

These standards shall, starting six months after the Service Date, apply to the Licensee to the extent it is providing Cable Services over the Cable System in the Town.

SECTION 1: DEFINITIONS

A. Respond: Licensee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. Service Call: The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

C. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

D. Standard Installation: Installations where the Subscriber is within three hundred (300) feet of trunk or feeder lines.

SECTION 2: TELEPHONE AVAILABILITY

A. The Licensee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Town and/or residents regarding Cable Service. Licensee representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. Licensee representatives shall identify themselves by name when answering this number.

B. The Licensee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this License by the Licensee.

C. Licensee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Licensee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Licensee shall be answered within thirty (30) seconds. The Licensee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Licensee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon request from the Town, but in no event more than once a quarter thirty (30) days following the end of each quarter, the Licensee shall report to the Town the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D.

(2) Percentage of time customers received busy signal when calling the Licensee's service center as set forth in Subsection 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request.

G. At the Licensee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Licensee shall notify the Town of such a change at least thirty (30) days in advance of any implementation.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Licensee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after an order is placed.

The Licensee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after an order is placed.

C. The Licensee shall provide the Town with a report upon request from the Town, but in no event more than once a quarter thirty (30) days following the end of each quarter, noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request.

At the Licensee's option, the measurements and reporting of above may be changed from calendar quarters to billing or accounting quarters. The Licensee shall notify the Town of such a change not less than thirty (30) days in advance.

D. The Licensee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Licensee's discretion, the Licensee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Licensee shall promptly notify the Town of any Significant Outage of the Cable Service.

B. The Licensee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Licensee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Town and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage.

C. Licensee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Licensee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area.

(2) The Licensee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Town of a Cable Service problem.

E. Under Normal Operating Conditions, the Licensee shall complete Service Calls within seventy-two (72) hours of the time Licensee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. The Licensee shall meet the standard in Subsection E. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

G. The Licensee shall provide the Town with a report upon request from the Town, but in no event more than once a quarter within thirty (30) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request. At the Licensee's option, the above measurements and reporting may be changed for calendar quarters to billing or accounting quarters. The Licensee shall notify the Town of such a change at least thirty (30) days in advance.

H. Under Normal Operating Conditions, the Licensee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of twenty-four (24) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Licensee to verify the problem if requested by the Licensee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Licensee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Licensee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

J. With respect to service issues concerning cable services provided to Town facilities, Licensee shall Respond to all inquiries from the Town within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Licensee shall notify the Town in writing as to the reason(s) for the delay and provide an estimated time of repair.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Licensee shall investigate Subscriber complaints referred by the Town within seventy-two (72) hours. The Licensee shall notify the Town of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The Town may require reasonable documentation to be provided by the Licensee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Licensee shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges, and shall include the information required by 207 CMR 10.03(1) in clear, concise and understandable language and format. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Licensee shall, without limitation as to additional line items, be allowed to itemize as separate line items, License fees, taxes and/or other governmentally imposed fees. The Licensee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Licensee shall be given at least five (5) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to Licensee within thirty (30) days after the due date; and
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

E. The Licensee shall notify the Subscriber of the result of its investigation of any complaint and shall give an explanation for its decision within 30 business days after the receipt of the complaint. The Subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days. Any Subscriber who disagrees with the results of Licensee's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under this License or through the Issuing

Authority before the Cable Division may accept a petition. The Subscriber or Licensee may petition the Cable Division to resolve disputed matters within 30 days of any final action.

F. The Licensee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Town upon request.

G. The Licensee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Licensee may in the future, at its' discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Licensee, the payment alternative may be limited.

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

A. The Licensee may require refundable deposits from Subscribers with 1) a poor credit or poor payment history, 2) who refuse to provide credit history information to the Licensee, or 3) who rent Subscriber equipment from the Licensee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Licensee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit the Licensee may charge for Subscriber equipment is the cost of the equipment which the Licensee would need to purchase to replace the equipment rented to the Subscriber.

B. The Licensee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period.

C. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund (e.g., equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by the Licensee or its' authorized agent. Appropriate time considerations shall be included in the Licensee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8: RATES, FEES AND CHARGES

A. The Licensee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Licensee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Licensee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Licensee's equipment (for example, a dog chew).

B. The Licensee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 9: DISCONNECTION /DENIAL OF SERVICE

A. The Licensee shall not terminate Cable Service for nonpayment of a delinquent account unless the Licensee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice of termination shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for cable service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by the Licensee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Licensee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by the Licensee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from the Licensee and to receive Cable Service or other multi-channel video service from another Person or entity.

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

A. Licensee shall require that: (i) all Licensee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Licensee wear a clearly visible identification card bearing their name and photograph; (ii) all Licensee representatives wear appropriate clothing while working at a Subscriber's premises; and (iii) every service vehicle of the Licensee and its contractors or subcontractors shall (a) be clearly identified as such to the public, (b) have the Licensee's logo plainly visible and (c) have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Licensee. In addition, the Licensee shall make reasonable effort to account for all identification cards at all times.

B. Licensee shall require that all contact with a Subscriber or potential Subscriber by a Person representing the Licensee shall be conducted in a courteous manner.

C. The Licensee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Licensee may be referred to the Town.

D. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

E. The Licensee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Licensee, and the Licensee shall provide a copy of the notice to the Town including how and where the notice was given to Subscribers.

F. The Licensee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Licensee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Licensee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address and telephone number of the Town, but with a notice advising the Subscriber to initially contact the Licensee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Licensee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Licensee's office to which complaints may be reported.

A copy of notices required in this Subsection 10.F. will be given to the Town at least fifteen (15) days prior to distribution to Subscribers if the reason for notice is due to a change that is within the control of Licensee and as soon as possible if not with the control of Licensee.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

I. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Licensee where the Subscriber can receive additional information about their account and discuss the pending termination.

**EXHIBIT D
FORM OF PERFORMANCE BOND**

FRANCHISE BOND

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, Charter Communications, Inc. as Principal, and Travelers Casualty and Surety Company of America, a corporation of the State of Connecticut, as Surety, are held and firmly bound unto _____, as Oblige, in the sum of _____ and NO/100----- Dollars (\$ _____) lawful money of the United States of America, to be paid unto said Oblige, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a written agreement, with the Oblige which grants a Franchise to the Principal to use the public streets and places within (_____) to transmit and distribute video programming through a cable television system for television receivers located within (_____). Principal has agreed to faithfully perform and observe and fulfill all terms and conditions of said Franchise agreement referred to above and said agreement is hereby made a part of this bond with the like force and effect as if here in set forth in length.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above named Principal, its successors or assigns, does and shall well and truly observe, perform and fulfill its obligation as set forth in the above mentioned Franchise agreement, for which a bond must be posted, then the above obligation to be void; otherwise to remain in full force and effect.

The bond is subject, however, to the following express conditions:

FIRST: That in the event of a default on the part of the Principal, its successors or assigns, a written statement of such default with full detail thereof shall be given to Surety promptly, and in any event, within thirty (30) days after the Oblige shall learn of such default, such notice to be delivered to Surety at its Home Office in Hartford, Connecticut by registered mail.

SECOND: That no claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced within (12) months after the effective date of any termination or cancellation of this bond.

THIRD: That this bond may be terminated or cancelled by Surety by thirty (30) days prior notice in writing to Principal and to Oblige. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. The liability of the Surety shall be limited to the amount set forth above and is not cumulative.

FOURTH: That no right of action shall accrue under this bond to or for the use of any person other than the Oblige, and its successors and assigns.

FIFTH: That in no event shall the aggregate liability of the Surety for any and all claims which arise under this bond exceed the penal sum of _____ and NO/100 Dollars (\$ _____)

IN WITNESS WHEREOF, the above bound Principal and the above bound Surety have hereunto set their hands and seals on the ____ day of _____, 20__.

Charter Communications, Inc.

By: _____
Principal

Travelers Casualty and Surety Company of America

By: _____
Attorney-In-Fact