CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS III, INC.

THE BOARD OF SELECTMEN

TOWN OF LEXINGTON,

MASSACHUSETTS

September 1, 2004 – August 31, 2014

TABLE OF CONTENTS

INTRODUCTION 5

ARTICLE 1 DEFINITIONS 6
SECTION 1.1 - DEFINITIONS 6

ARTICLE 2 GRANT OF RENEWAL LICENSE 11
Section 2.1 - GRANT OF RENEWAL LICENSE 11
Section 2.2 - TERM OF RENEWAL LICENSE 12
Section 2.3 - NON-EXCLUSIVITY OF RENEWAL LICENSE 12
Section 2.4 - POLICE AND REGULATORY POWERS 13
Section 2.5 - REMOVAL OR ABANDONMENT 14
Section 2.6 - TRANSFER OF THE RENEWAL LICENSE 14
Section 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION 15

ARTICLE 3 CABLE SYSTEM DESIGN 16
Section 3.1 - SUBSCRIBER NETWORK 16
Section 3.2 - INSTITUTIONAL NETWORK 16
Section 3.3 - PARENTAL CONTROL CAPABILITY 17
Section 3.4 - EMERGENCY ALERT OVERRIDE CAPACITY 17
Section 3.5 - SYSTEM TECHNICAL SPECIFICATIONS 17

ARTICLE 4 CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS 18
Section 4.1 - AREA TO BE SERVED 18
Section 4.2 - LOCATION OF THE CABLE TELEVISION SYSTEM 19
Section 4.3 - UNDERGROUND FACILITIES 19
Section 4.4 - TREE TRIMMING 19
Section 4.5 - RESTORATION TO PRIOR CONDITION 20
Section 4.6 - TEMPORARY RELOCATION 20
Section 4.7 - DISCONNECTION AND RELOCATION 20
Section 4.8 - SAFETY STANDARDS 20
Section 4.9 - PEDESTALS 21
Section 4.10 - PRIVATE PROPERTY 21
Section 4.11 - RIGHT TO INSPECTION OF SYSTEM 21
Section 4.12 - CABLE SYSTEM MAPS 22
Section 4.13 - SERVICE INTERRUPTION 22
Section 4.14 - COMMERCIAL ESTABLISHMENTS 22
Section 4.15 - SERVICE OUTAGE NOTIFICATION 22
Section 4.16 - DIG SAFE 22

ARTICLE 5 SERVICES AND PROGRAMMING 23
Section 5.1 - BASIC SERVICE 23
Section 5.2 - PROGRAMMING 23
Section 5.4 - LEASED CHANNELS FOR COMMERCIAL USE 23
Section 5.5 - VCR/CABLE COMPATIBILITY 23
Section 5.6 - CONTINUITY OF SERVICE 24
Section 5.7 - FREE DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS & SCHOOLS 24

ARTICLE 6 PEG ACCESS/LOCAL ORIGINATION FACILITIES & SUPPORT 26
Section 6.1 - PEG ACCESS/LOCAL ORIGINATION PROGRAMMING 26
Section 6.2 - ACCESS CORPORATION 26
Section 6.3 - PEG ACCESS/LOCAL ORIGINATION STUDIO 27
Section 6.4 - PEG ACCESS CHANNELS 27
Section 6.5 - ANNUAL SUPPORT FOR PEG ACCESS 28

Section 6.6 - LICENSEE-OWNED PEG ACCESS/LO EQUIPMENT 29
Section 6.7 - EXISTING PEG ACCESS/LO MOBILE PRODUCTION VAN 29
Section 6.8 - RECOMPUTATION 30
Section 6.9 - PEG ACCESS CHANNELS MAINTENANCE 30
Section 6.10 - PEG ACCESS CABLECASTING 30
Section 6.11 - CENSORSHIP 32
Section 6.12 - PEG ACCESS PROGRAMMING COSTS 32
Section 6.13 - TECHNOLOGY INITIATIVES FUND 32

ARTICLE 7 LICENSE FEES 33
Section 7.1 - LICENSE FEE ENTITLEMENT 33
Section 7.2 - PAYMENT 33
Section 7.3 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS 34
Section 7.4 - LATE PAYMENT 34
Section 7.5 - AFFILIATES USE OF SYSTEM 34
Section 7.6 - METHOD OF PAYMENT 34

ARTICLE 8 RATES AND CHARGES 35
Section 8.1 - RATE REGULATION 35
Section 8.2 - NOTIFICATION OF RATES AND CHARGES 35
Section 8.3 - PUBLICATION AND NON-DISCRIMINATION 35
Section 8.4 - CREDIT FOR SERVICE INTERRUPTION 36

ARTICLE 9 INSURANCE AND BONDS 37
Section 9.1 - INSURANCE 37
Section 9.2 - PERFORMANCE BOND 38
Section 9.3 - REPORTING 39
Section 9.4 - INDEMNIFICATION 39
Section 9.5 - NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE 39

ARTICLE 10 ADMINISTRATION AND REGULATION 40
Section 10.1 - REGULATORY AUTHORITY 40
Section 10.2 - PERFORMANCE EVALUATION HEARINGS 40
Section 10.3 - NONDISCRIMINATION 41
Section 10.4 - EMERGENCY REMOVAL OF PLANT 41
Section 10.5 - REMOVAL AND RELOCATION 41
Section 10.6 - JURISDICTION/VENUE 41

ARTICLE 11 DETERMINATION OF BREACH/LIQUIDATED DAMAGES/ LICENSE REVOCATION 42
Section 11.1 - DETERMINATION OF BREACH 42
Section 11.2 - LIQUIDATED DAMAGES 43
Section 11.3 - REVOCATION OF THE RENEWAL LICENSE 44
Section 11.4 - TERMINATION 44
Section 11.5 - NOTICE TO TOWN OF LEGAL ACTION 45
Section 11.6 - NON-EXCLUSIVITY OF REMEDY 45
Section 11.7 - NO WAIVER-CUMULATIVE REMEDIES 45

ARTICLE 12 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION 46
Section 12.1 - PAYMENT CENTER 46
Section 12.2 - TELEPHONE ACCESS 46
Section 12.3 - CUSTOMER SERVICE CALL CENTER 46
Section 12.4 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME 47
Section 12.5 - FCC CUSTOMER SERVICE OBLIGATIONS 48
Section 12.6 - BUSINESS PRACTICE STANDARDS 48
Section 12.7 - COMPLAINT RESOLUTION PROCEDURES 48
Section 12.8 - REMOTE CONTROL AND CONVERTER DEVICES 49
Section 12.9 - LOSS OF SERVICE-SIGNAL QUALITY 49
Section 12.10 - EMPLOYEE IDENTIFICATION CARDS 50
Section 12.11 - PROTECTION OF SUBSCRIBER PRIVACY 50
Section 12.12 - PRIVACY WRITTEN NOTICE 50

Section 12.13 - MONITORING 51
Section 12.14 - DISTRIBUTION OF SUBSCRIBER INFORMATION 51
Section 12.15 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS 52
Section 12.16 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION 52
Section 12.17 - PRIVACY STANDARDS REVIEW 52

ARTICLE 13 REPORTS, AUDITS AND PERFORMANCE TESTS 53
Section 13.1 - GENERAL 53
Section 13.2 - FINANCIAL REPORTS 53
Section 13.3 - CABLE SYSTEM INFORMATION 53
Section 13.4 - IN-HOUSE TELEPHONE REPORTS 53
Section 13.5 - SUBSCRIBER COMPLAINT REPORT 54
Section 13.6 - INDIVIDUAL COMPLAINT REPORTS 54
Section 13.7 - SEMI-ANNUAL PERFORMANCE TESTS 54
Section 13.8 - QUALITY OF SERVICE 54
Section 13.9 - DUAL FILINGS 55
Section 13.10 - INVESTIGATION 55

ARTICLE 14 EMPLOYMENT 56
Section 14.1 - EQUAL EMPLOYMENT OPPORTUNITY 56
Section 14.2 - NON-DISCRIMINATION 56

ARTICLE 15 MISCELLANEOUS PROVISIONS 57
Section 15.1 - ENTIRE AGREEMENT 57
Section 15.2 - CAPTIONS 57
Section 15.3 - SEPARABILITY 57
Section 15.4 - ACTS OR OMISSIONS OF AFFILIATES 57
Section 15.5 - RENEWAL LICENSE EXHIBITS 57
Section 15.6 - WARRANTIES 58
Section 15.7 - FORCE MAJEURE 58
Section 15.8 - REMOVAL OF ANTENNAS 59
Section 15.9---SUBSCRIBER TELEVISION SETS 59
Section 15.10---APPLICABILITY OF RENEWAL LICENSE 59
Section 15.11---NOTICES 59
Section 15.12 - NO RECOURSE AGAINST THE ISSUING AUTHORITY 60
Section 15.13 - TOWN'S RIGHT OF INTERVENTION 60
Section 15.14 - TERM 60

EXHIBIT 1 INSTITUTIONAL NETWORK 61

EXHIBIT 2 FCC TECHNICAL SPECIFICATIONS 62

EXHIBIT 3 PROGRAMMING 65

EXHIBIT 4 FREE DROPS & SERVICE TO PUBLIC BLDS & SCHOOLS 66

EXHIBIT 5 CABLE DIVISION FORM 500 67

EXHIBIT 6 GROSS ANNUAL REVENUES REPORTING FORM 68

EXHIBIT 7 LICENSEE-OWNED PEG ACCESS/LO EQUIPMENT 69

EXHIBIT 8 MOBILE VAN EQUIPMENT LIST 74

EXHIBIT 9 207 CMR 10.00 76

EXHIBIT 10 FCC CUSTOMER SERVICE OBLIGATIONS 79

SIGNATURE PAGE 81

AGREEMENT

This Cable Television Renewal License entered into this 23rd day of August 2004, by and between Comcast of Massachusetts III, Inc. ("Comcast") and the Board of Selectmen of the Town of Lexington, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Lexington, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more non-exclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Lexington; and

WHEREAS, the Issuing Authority conducted an initial public hearing on March 1, 2004; and

WHEREAS, pursuant to 207 CMR 3.03(3), the Issuing Authority of the Town of Lexington sent a Request-For-Proposal to Comcast on May 3, 2004; and

WHEREAS, Comcast submitted a renewal proposal and the Massachusetts Cable Television Division Form 100 to the Town, dated June 3, 2004, for a license to continue to operate and maintain a Cable Television System in the Town of Lexington; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations to further clarify said proposal and did agree on proposals for Comcast to continue to operate and maintain a Cable Television System in the Town of Lexington; and

WHEREAS, the Issuing Authority determined that it was in the best interests of the Town of Lexington to grant a Renewal License to Comcast; and

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

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

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

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

(3) Access Corporation: The entity, designated by the Issuing Authority of the Town of Lexington from time to time, for the purpose of staffing, operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.

(4) Affiliate or Affiliated Person: Any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) Basic Cable Service or Basic Service: Any service tier which includes the retransmission of local television broadcast Signals.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Communications Act (the "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

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

(9) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(10) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

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

(12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(14) Communications Advisory Committee ("CAC"): The Town's cable advisory committee appointed by the Issuing Authority as its primary designee on Cable Television matters and, in the absence of explicit language to the contrary in any Town cable television license or any applicable statute, regulations, etc., the Town entity authorized to act on behalf of the Issuing Authority with regard to any Town cable television license.

(15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Lexington, Massachusetts.

(16) Downstream Channel: A channel over which Signals travel from the Cable System Hub to an authorized recipient of Programming.

(17) Drop or Cable Drop: The cable that connects an Outlet to the Cable System.

(18) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to Lexington educational institutions and/or educators wishing to present non-commercial educational programming and information to the public and managed and operated by the Issuing Authority or its designee(s).

(19) Effective Date of Renewal License (the "Effective Date"): September 1, 2004.

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

(22) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public and managed and operated by the Issuing Authority or its designee(s)..

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

(24) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(26) Institutional Network ("I-Net"): The existing separate network owned and maintained by the Licensee for the exclusive use of the Issuing Authority, its designees and/or other Town Users.

(28) Issuing Authority: The Board of Selectmen of the Town of Lexington, Massachusetts.

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

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

(31) Licensee: Comcast of Massachusetts III, Inc., or any successor or transferee in accordance with the terms and conditions in the Renewal License.

(32) Local Origination ("LO") Programming: Local Programming produced and presented by the Licensee.

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

(34) Outlet: An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System. An Outlet can contain a connection to the Subscriber Network or the I-Net for Users.

(35) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(36) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

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

(38) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming and managed and operated by the Issuing Authority or its designee(s).

(39) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, or individual.

(41) Prime Rate: The prime rate of interest, at New York Federal Reserve Bank.

(42) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Lexington residents and/or organizations wishing to present non-commercial programming and/or information to the public and managed and operated by the Issuing Authority or its designee(s)..

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

(44) Renewal License: The non-exclusive Cable Television Renewal License granted to the Licensee.

(45) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(46) Service: Any Basic Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

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

(48) State: The Commonwealth of Massachusetts.

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

(50) Subscriber Network: The bi-directional network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers, and which meets the requirements of Section 3.1 infra.

(52) Town: The Town of Lexington, Massachusetts.

(53) Town Counsel: The Town Counsel of the Town of Lexington, Massachusetts.

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

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

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

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

(58) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station or cable network.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Lexington, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to continue to operate and maintain a Cable Television System within the corporate limits of the Town of Lexington.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and lawful by-laws of general application.

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

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

Section 2.2 - TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a ten (10) year period from the Effective Date and expiring on August 31, 2014, unless sooner terminated as provided herein or surrendered.

Section 2.3 - NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a cable television system within the Town; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

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

(ii) Should the Licensee demonstrate that any such additional, new cable television license(s) or Renewal License(s) have been granted on terms more favorable or less burdensome than those contained in this Renewal License, the Issuing

Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

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

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

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

Section 2.4 - POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general, lawful by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all lawful, applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction.

Section 2.5 - REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution Systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner it deems appropriate.

Section 2.6 - TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable state and federal law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefor on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

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

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(e) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

Section 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate, maintain, and make available to all residents of the Town, a minimum seven hundred fifty Megahertz (750 MHz) Subscriber Network. Said cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

(b) Concurrent with the provision of Service to any Subscriber and/or User the Licensee shall install, and maintain throughout the term of the Renewal License, standby power at its Headend facility. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators, and shall become automatically activated upon the failure of the Licensee's normal power supply.

(c) The Licensee shall transmit all of its Signals to Lexington Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

Section 3.2 - INSTITUTIONAL NETWORK

(a) The Licensee shall make available and maintain its existing Institutional Network ("I-Net") to be utilized by the Town, Town departments, the Issuing Authority and its designees and the Public Schools, in accordance with the terms herein.

(b) The I-Net shall continue to be capable of transmitting video and audio transmissions from and to those municipal and school buildings identified in ***Exhibit 1***.

(c) The I-Net shall continue to be interconnected to the Subscriber Network at the Headend, Hub-site or other functionally equivalent location (said location to be determined at the sole discretion of the Licensee) in order that PEG Access Programming originating from the municipal and school buildings identified in ***Exhibit 1*** can be sent upstream on an I-Net channel and then switched to the designated downstream Subscriber Network PEG Access channel. There shall be no charge to the Town or its designee(s) for said switching.

(d) The Licensee shall continue to have the sole responsibility for maintaining the Institutional Network, except PEG Access and end-user equipment, and Town-installed wiring or related devices, which are not under its control or ownership. The Licensee shall maintain the I-

Net signal quality, and perform all inspections and performance tests, as prescribed by 47 CFR Part 76 for video signals provided by a cable television system.

(e) The Licensee shall extend the I-Net to any new Town or Public School building, upon no less than twelve (12) months written notice by the Issuing Authority to the Licensee. The cost of said extension shall be paid for by the Town and/or the Public Schools as determined by the Issuing Authority at the actual cost of construction plus a reasonable rate of return. The Licensee shall, within a reasonable period of time after a written request by the Issuing Authority, provide a written estimate of the projected cost of the I-Net extension to the Issuing Authority and shall in good faith discuss the specifics of such estimate(s) and less costly alternatives, if any, with the Issuing Authority and its representative(s).

Section 3.3 - PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets Pursuant to applicable law(s), the Licensee shall provide annual notices to Subscribers regarding such capability.

Section 3.4 - EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber network shall comply with the FCC's Emergency Alert System (EAS) regulations.

Section 3.5 - SYSTEM TECHNICAL SPECIFICATIONS

The Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications contained in ***Exhibit 2*** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1 - AREA TO BE SERVED

(a) The area to be served is the entire Town of Lexington.

(b) The Licensee's Cable Service shall be available to all residences and non-commercial buildings in the Town, unless legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or Multiple Dwelling Units ("MDU"). The Licensee shall make its best efforts to obtain rights-of-way and MDU access agreements in the Town in order to make Cable Service(s) available to all residents.

(c) Installation costs shall conform with the 1992 Cable Consumer Protection Act, and regulations thereunder. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred twenty-five feet (125 ft.) underground of the cable plant shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred twenty-five feet (125 ft.) or which involve a hard surface or which require boring shall be provided at a rate based on Licensee's actual costs plus a reasonable rate of return. For underground installations more than one hundred and twenty-five feet (125 ft.), not involving a hard surface, the first one hundred twenty-five feet (125 ft.) shall be at the Standard Installation rate. For aerial installations more than one hundred and fifty feet (150 ft.), the first one hundred fifty feet (150 ft.) shall be at the Standard Installation rate.

(d) Provided the Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board require that developers give timely notice of trenching and underground construction to the Licensee.

Section 4.2 - LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall continue to operate and maintain the Cable Television System within the Town of Lexington. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and lawful local laws and regulations.

Section 4.3 - UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3 (a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with lawful, applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.4 - TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all lawful rules established by the Issuing Authority during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town. The Licensee may not trim and/or prune any trees belonging to the Town without the advance notification of the DPW.

Section 4.5 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public 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 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 reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6 - TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid in accordance with applicable law(s). The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7 - DISCONNECTION AND RELOCATION

The Licensee shall, pursuant to applicable law(s), protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8 - SAFETY STANDARDS

The Licensee shall continue to construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and

lawful local laws, any other lawful, applicable regulations, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.9 - PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with lawful, applicable DPW regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town-approved locations to be determined when the Licensee applies for a permit. All such pedestal locations shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.12 infra. If required by lawful, applicable regulations and/or local by-laws, abutters shall be notified of such new pedestals and given an opportunity to comment prior to any approval by the Town.

Section 4.10 - PRIVATE PROPERTY

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

Section 4.11 - RIGHT TO INSPECTION OF SYSTEM

(a) The Issuing Authority or its designee(s) shall have the right to inspect the Cable System and to make such tests as it shall reasonably deem necessary to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the Issuing Authority or its designee(s) shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give reasonable prior, written notification to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 4.12 - CABLE SYSTEM MAPS

Upon written request of the Issuing Authority, the Licensee shall file with the Issuing Authority or its designee "strand" maps of the Cable System plant. If changes are made in the Cable System, upon request, and no more than annually, the Licensee shall file updated strand maps not later than forty-five (45) days after any such request.

Section 4.13 - SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

Section 4.14 - COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for construction, installation and monthly subscription costs as established by the Licensee.

Section 4.15 - SERVICE OUTAGE NOTIFICATION

Upon written request of the Issuing Authority, the Licensee shall provide to the Issuing Authority an explanation of any service outages of twenty-four (24) or more hours in duration in the Town.

Section 4.16 - DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 - BASIC SERVICE

The Licensee shall make available to all Lexington Subscribers a Basic Service pursuant to applicable federal statute or regulation.

Section 5.2 - PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in ***Exhibit 3***, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in ***Exhibit 3***, attached hereto, are at the sole discretion of the Licensee, which Programming may be subject to change from time to time.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Lexington Programming line-up at least thirty (30) days before any such change is to take place.

(c) Pursuant to applicable and federal law, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of the Renewal License, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.2 (c) , "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

Section 5.4 - LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612(b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.5 - VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, certain accessories and

written procedures which will allow VCR owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said accessory equipment and written procedures shall be available to all Subscribers.

(b) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 5.2(c) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(c) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

Section 5.6 - CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.7 - FREE DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS and SCHOOLS

(a) Pursuant to M.G.L. 166A, Subsection 5(e), the Licensee shall provide, install and maintain a free Subscriber Cable Drop and/or Outlet—one per building—and its monthly Basic Service, to all police and fire stations, public libraries and other public buildings as included in ***Exhibit 4***, and any other public buildings located along the Licensee's cable routes as designated in writing by the Issuing Authority. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town and/or any designated institution for the installation and provision of

said monthly Basic Cable Service and related maintenance. The Licensee shall supply one (1) non-addressable Converter for each Drop and/or Outlet if required for the reception of the Basic Service.

(b) The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such request(s) from the Issuing Authority, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or its designee(s).

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS/LOCAL ORIGINATION FACILITIES AND SUPPORT

Section 6.1 - PEG ACCESS/LOCAL ORIGINATION PROGRAMMING

(a) Subject to Section 6.3 below, the Town, or an Access Corporation, as designated by the Issuing Authority, in conjunction with the Licensee's PEG obligations hereunder, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

(b) The Licensee shall be responsible for the provision of Local Origination ("LO") Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2 - ACCESS CORPORATION

The designated Access Corporation shall provide services to public, educational and governmental ("PEG") Access Users as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.4 herein;

(2) Manage annual funding, pursuant to Section 6.5 herein;

(3) Operate and maintain a PEG Access studio, and purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.6 herein;

(4) Conduct training programs in the skills necessary to produce quality PEG Access programming;

(5) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Corporation staff and volunteers;

(6) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(7) Provide publicity, fund-raising, outreach, referral and other support services to PEG Access Users;

(8) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and

(9) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.3 - PEG ACCESS/LOCAL ORIGINATION STUDIO

(a) Until March 31, 2005, the Licensee shall continue to operate, maintain and staff its PEG Access/Local Origination studio in Lexington. For said period, the Licensee shall operate said Lexington studio with a budget of up to Twenty Eight Thousand Dollars ($28,000.00) for Lexington PEG Access/LO Programming and studio operations.

(b) Pursuant to Section 6.3 (a), above, the Licensee's costs to manage and staff its Lexington studio for the period of January 1, 2005 through March 31, 2005, and totaling up to Twenty Eight Thousand Dollars ($28,000.00), shall be deducted from the franchise fee payments made to the Town pursuant to Section 6.5, below. Fifty percent (50%) of said three-month costs, or up to Fourteen Thousand Dollars ($14,000.00), shall be deducted from the first quarter, 2005 franchise fee payment, and the remaining fifty percent (50%) of said three-month costs, or up to Fourteen Thousand Dollars ($14,000.00) shall be deducted from the second quarter, 2005 franchise fee payment.

Section 6.4 - PEG ACCESS CHANNELS

(a) The Licensee shall make available to the Issuing Authority and/or its designee(s) three full-time Downstream Channels for PEG Access purposes on the Subscriber Network. There shall be no charges and/or costs to the Issuing Authority, the Town, and/or program originators for such capacity.

(b) The Issuing Authority and/or the Access Corporation shall have the right to utilize and program a fourth PEG Access Channel. In order to obtain use of said fourth PEG Access Channel, the Issuing Authority shall write to the Licensee, stating that the three (3) PEG Access Channels are being programmed with original, non-duplicative, local programming eighty percent (80%) of the available cablecast hours during a two (2) month period, excluding alpha-numeric "bulletin-board" type programming. The Issuing Authority shall include program logs and/or other records verifying such usage during said two (2) month time period. For purposes of this Section 6.3(b), "available cablecast hours" shall mean the hours of 5:00 PM to 10:00 PM.

(c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, its designee(s), the Town, and/or program originators, and, beginning April 1, 2005, shall be subject to the control and management of the Issuing Authority and/or its designee(s).

(d) Except as required by applicable law, rule or regulation, the Licensee shall employ its best efforts to use Channels 8, 9, and 10 on the Subscriber Network as the channel locations of the PEG Access Downstream Channels. The Licensee shall not change said channel locations, without the advance, written notice to the Issuing Authority.

Section 6.5 - ANNUAL SUPPORT FOR PEG ACCESS

(a) Subject to Section 6.3 (b), supra, and Section 7.5, infra, the Licensee shall provide funding to the Issuing Authority, or if the Issuing Authority shall so designate, to an Access Corporation for PEG Access purposes equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(23) supra, payable on a quarterly basis, less 0.35% to be paid to the Town as a Technology Initiatives fund as in Section 6.14 infra.

(b) The Licensee shall make an advance payment in the amount of Fifty Thousand Dollars ($50,000.00) to the Access Corporation no later than November 1, 2004, for development purposes. The Licensee may deduct said $50,000.00 advance payment from the Licensee's third quarterly payment to the Access Corporation in 2005.

(c) Subject to Section 6.3 (b), supra, and Section 7.5, infra, the first payment to the Access Corporation shall be for the first calendar quarter of 2005 and shall constitute five percent (5%) of the Licensee's Gross Annual Revenues for said period, payable no later than forty-five (45) days after the end of said first calendar quarter, or no later than May 15, 2005

(d) The Licensee's second quarterly five percent (5%) payment, for the second calendar quarter of 2005, shall be due and payable no later than forty-five (45) days after the end of said second calendar quarter, or no later than August 15, 2005.

(e) The Licensee's five percent (5%) payments to the Access Corporation shall thereafter continue to be made on a calendar quarterly basis, no later than forty-five (45) days after the end of each said quarter, for the entire term of this Renewal License.

(f) The last quarterly payment to the Access Corporation shall cover the period of July and August 2014.

(g) The Licensee shall file with each of said five percent (5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as ***Exhibit 6***. If the Licensee's quarterly payments to the Access Corporation were less than five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the

Licensee shall pay any balance due to the Access Corporation no later than its subsequent quarterly payment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(23) supra.

(h) Pursuant to 622(h)(1) nothing shall preclude the Issuing Authority to impose a tax, fee, or other assessment of any kind on any person (other than a cable operator) with respect to cable service or other communications service provided by such person over a cable system for which charges are assessed to subscribers but not received by the cable operator.

(j) In the event that the payments required herein are not tendered on or before the dates as required herein, interest due on such payments accrue from the date due at three percent (3%) above the Prime Rate.

Section 6.6 - LICENSEE-OWNED PEG ACCESS/LO EQUIPMENT

(a) Upon vacating the Lexington studio pursuant to Section 6.3, supra, the Licensee shall grant, transfer and convey to the Issuing Authority and/or the Access Corporation, by bill of sale of One Dollar ($1.00), all existing Licensee-owned PEG Access/LO studio and production equipment located in the Town at the Lexington PEG Access/LO studio, as existing on January 1, 2005. A list of said equipment is attached hereto as ***Exhibit 7***. Said equipment shall be deeded in "as is" condition and without warranty. Upon transfer of said equipment, the Licensee shall not be responsible for the repair, replacement and/or maintenance of said equipment.

(b) In no case shall the Licensee charge the Issuing Authority, the Town and/or the Access Corporation for said Licensee-owned equipment, nor shall the Licensee in any manner line item and/or otherwise pass-through to Subscribers any costs related to said Licensee-owned equipment.

Section 6.7 - EXISTING PEG ACCESS/LO MOBILE PRODUCTION VAN

No later than March 31, 2005, the Licensee shall deed over to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority, in writing, no later than February 28, 2005, its existing mobile van and all of the mobile production equipment contained therein, as existing on January 1, 2005. A list of said equipment is attached hereto as ***Exhibit 8***.

Section 6.8 - RECOMPUTATION

(a) Tender or acceptance of any payment made pursuant to Section 6.5 infra and/or Section 7.1 supra shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have fifteen (15) business days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit in an amount not to exceed Three Thousand Dollars ($3,000.00).

Section 6.9 - PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with 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 production. The Issuing Authority or its designee(s) shall be responsible for the picture quality of all PEG Access Programming.

Section 6.10 - PEG ACCESS CABLECASTING

(a) In order that the Issuing Authority and/or its designee(s) can cablecast its Programming over the PEG Access Downstream Channels, all PEG programming shall be modulated, then transmitted from any location with Origination Capability, as identified in ***Exhibit 1*** attached hereto, to the Cable System Headend, on upstream bandwidth made available, without charge, to the Town and any Access Corporation for their use.

(b) If the Town or its designee(s) move from the existing PEG Access studio at 922

Waltham Street, Lexington, to a location and building which is not on the existing Institutional Network, the Licensee shall, if requested in writing by the Issuing Authority no later than the last day of the fourth year of this Renewal License (August 31, 2008) either extend the Institutional Network to said new studio location or provide a one-way, hard-wired video link from the new PEG Access studio to the Headend. The selection between an extension of the Institutional Network or the one-way, hard-wired video link shall be at the discretion of the Licensee. However, prior to the Town or its designee(s) making a final selection regarding a new studio location not located on the existing Institutional Network, the Issuing Authority shall notify the Licensee of the address of the proposed new studio. The Licensee shall have a right to request a public hearing before the Issuing Authority regarding the anticipated cost to Subscribers arising from the Licensee's cost to provide PEG Access origination from the proposed location in accordance with the provisions of this Section 6.10. The final determination as to whether to locate the studio at the proposed location shall be made by the Issuing Authority and, to the extent applicable, also by the Issuing Authority's designee, and not by the Licensee. The Licensee shall not be required to incur greater than Thirty Thousand Dollars ($30,000) in the design, installation and construction costs for said extension of the Institutional Network or one-way video link. Any design, installation and construction costs in excess of said Thirty Thousand Dollars ($30,000) shall be borne by the Town and/or its designee at the actual cost of said design, installation and construction plus a reasonable rate of return. The Licensee shall, within a reasonable period of time after a written request by the Issuing Authority, provide a written estimate of the projected total cost of the extension of the Institutional Network or one-way video link to the Issuing Authority and shall in good faith discuss the specifics of such estimate(s) and less costly alternatives, if any, with the Issuing Authority and its representative(s). The Licensee shall not be required to complete said extension of the Institutional Network or one-way video link earlier than six (6) months from the date of the above referenced written notice to the Licensee.

(c) The Licensee shall provide the Issuing Authority and/or its designee(s) with the capability to ensure that said Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority and/or its designee(s) for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(d) The Licensee shall provide and maintain, at its sole cost and expense, all necessary processing equipment in order to switch Upstream Signals from the Issuing Authority and/or its designee(s) to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment.

Section 6.11 - CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 6.12 - PEG ACCESS PROGRAMMING COSTS

There shall be no charges to the Issuing Authority, its designee(s), the Town and/or PEG Access Users for use of the PEG Access Channels and/or services required herein.

Section 6.13 - TECHNOLOGY INITIATIVES FUND

The Licensee shall provide funding to the Issuing Authority for Technology Inititatives equal to thirty-five hundredths of one percent (0.35%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(23) supra, payable on a quarterly basis,

ARTICLE 7

LICENSE FEES

Section 7.1 - LICENSE FEE ENTITLEMENT

(a) The Licensee shall pay to the Town, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents ($.50) per Subscriber per year, or such higher amount as may be permitted by applicable law(s). Said License Fee payment shall be made to the Town on or before March 15th of each year of the Renewal License.

(b) In the event that applicable law(s) permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such Gross Annual payments to the Town on a schedule as agreed. The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by the Licensee's financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(23) supra.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the Annual Support for PEG Access pursuant to Section 6.5 infra and subject to Section 6.3 (b) infra, (ii) any License Fees that may be payable to the Town, the State and/or the FCC and (iii) the annual support for Technology Initiatives pursuant to Section 6.14 supra; provided however that said five percent 5% shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (iii) any payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the Town pursuant to Sections 2.5, 4.5, 9.2(c), 10.4 and/or 10.5 herein.

Section 7.2 - PAYMENT

Subject to Section 7.1 (a) infra and in accordance with applicable law, the License Fees shall be paid annually to the Town throughout the term of the Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.3 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

(b) The term "license fee" shall have the meaning defined in Sections 622(g)(1) & (2)(A-E) of the Cable Act.

Section 7.4 - LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof, and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.5 - AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Lexington.

Section 7.6 - METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town.

ARTICLE 8

RATES AND CHARGES

Section 8.1 - RATE REGULATION

The Town reserves the right to regulate the Licensee's Basic Service rates and charges, and the equipment needed to receive Basic Service, to the extent allowable under State and federal laws.

Section 8.2 - NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. Unless otherwise required by applicable State and federal law, the Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as ***Exhibit 9***.

Section 8.3 - PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 8.4 - CREDIT FOR SERVICE INTERRUPTION

Pursuant to M.G.L. 166A §5 (c), in the event that Service to any Subscriber is interrupted for twenty four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro-rata credit or rebate.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1 - INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and, upon written request, file with the Issuing Authority, copies of the certificates of insurance for the following policies:

(1) A general liability policy naming the Town, its officers, boards, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars ($1,000,000.00) for injury or death to any one person in any one occurrence and a Five Million Dollar ($5,000,000.00) umbrella policy for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars ($1,000,000.00) for damage to the property of any one person in any one occurrence and a Five Million Dollar ($5,000,000.00) umbrella policy for damage to the property of two (2) or more persons in any one occurrence.

(3) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(a) One Million Dollars ($1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars ($1,000,000.00) for bodily injury and consequent death to any one person; an

(c) Five Hundred Thousand Dollars ($500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount of the statutory limit.

(5) The following conditions shall apply to the insurance policies required herein:

(a) Such insurance shall commence no later than the Effective Date of this Renewal License.

(b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(d) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

Section 9.2 - PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Seventy Five Thousand Dollars ($75,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3 - REPORTING

Upon request, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4 - INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Town, its officials, boards, commissions, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. The Town shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

Section 9.5 - NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

(a) The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies, and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

(b) It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1 - REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2 - PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response, Programming, and the Institutional Network; and (ii) hear comments, suggestions and/or complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority and/or its designee(s) shall issue a written report with respect to the Licensee's compliance with the Renewal License, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

Section 10.3 - NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so without charges or costs to the Issuing Authority, the Town and/or its designee(s).

Section 10.5 - REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.6 - JURISDICTION/VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH/LIQUIDATED DAMAGES/ LICENSE REVOCATION

Section 11.1 - DETERMINATION OF BREACH

(a) In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(i) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(ii) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(b) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Sections 9.2 and 9.3 herein;

(v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;

(vi) invoke any other lawful remedy available to the Town.

Section 11.2 - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Five Hundred Dollars ($500.00) per day, for each day that any such non-compliance continues.

(2) For failure to fully activate, operate and maintain the Institutional Network in accordance with Section 3.2 herein, Two Hundred Fifty Dollars ($250.00) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Three Hundred Dollars ($300.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access programming provisions in accordance with the timelines in Article 6 herein, Three Hundred Dollars ($300.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the technical standards, pursuant to Section 3.5 herein and ***Exhibit 2*** attached hereto, Two Hundred Dollars ($200.00) per day, for each day that any such non-compliance continues.

(6) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and ***Exhibit 10*** attached hereto, One Hundred Dollars ($100.00) per day that any such non-compliance continues.

(7) For failure to provide, install and/or fully activate the Subscriber Network and Institutional Network Drops and/or Outlets in accordance with Sections 3.1, 3.2 and 5.7 herein and/or ***Exhibits 1 and 4***, Fifty Dollars ($50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(b) Such liquidated damages shall not be a limitation upon any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3 - REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law, and in accordance with Section 10.4, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4 - TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; or (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority. In the event of any termination, the Town shall have all of the rights provided in the Renewal License.

Section 11.5 - NOTICE TO TOWN OF LEGAL ACTION

In the event that the Town or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and (iii) discuss the issue, which is the subject of any proposed legal action, in good faith with the other party.

Section 11.6 - NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7 - NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Town to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) A waiver of any right or remedy by the Town at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Town to be effective, it shall be in writing. The failure of the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town to take any action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 - PAYMENT CENTER

At all times during the Renewal License, the Licensee shall operate and/or provide for a location within the Town for payment of bills by Subscribers.

Section 12.2 - TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as ***Exhibit 10***, during Normal Business Hours, as defined therein.

(b) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number for Lexington subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the quarterly reports, subject to Section 13.5 infra, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

Section 12.3 - CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate a customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) Pursuant to applicable law, the Licensee shall provide Cable Service(s), for new aerial installations, to Lexington residents who request Service within seven (7) days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. In arranging appointments for installation visits or service calls, the Licensee shall specify in advance whether said installation visit or service call will occur in the morning or afternoon, or during a more narrow time interval if possible. The Licensee shall also make reasonable efforts to install or make service visits at times convenient to Subscribers, including times other than 9:00am to 5:00pm weekdays.

(b) For all requests for service or repair received during Normal Business Hours, the Licensee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00 P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(c) A Subscriber complaint or request for service received after Normal Business Hours, pursuant to Section 12.1 above, shall be acted upon the next business morning. At that time, they are to be handled as prescribed in (d) above for a request received at the start of business.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.

(e) System outages shall be responded to promptly by technical personnel. For purposes of this Section 12.3(e), an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within one (1) hour, concerning such an outage, or when the Licensee has reason to know of such an outage.

(f) The Licensee shall remove all Subscriber Drop Cables, within fourteen (14) working days of receiving a request from a Subscriber to do so.

Section 12.5 - FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76, which standards are attached hereto, and made a part hereof, as ***Exhibit 10***.

Section 12.6 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers, the following information in accordance with 207 CMR 10.00 et seq., attached hereto as ***Exhibit 9*** and made a part hereof, as the same may exist or as may be amended from time to time:

(i) Notification of its Billing Practices;

(ii) Notification of Services, Rates and Charges;

(iii) Equipment Notification;

(iv) Form of Bill;

(v) Advance Billing, Issuance of Bills;

(vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

(vii) Charges for Disconnection or Downgrading of Service;

(viii) Billing Disputes; and

(ix) Security Deposits.

Section 12.7 - COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Lexington with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8 - REMOTE CONTROL AND CONVERTER DEVICES

Pursuant to applicable and federal law, the Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control and/or converter devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control and/or converter devices acquired by Subscribers.

Section 12.9 - LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall provide the Licensee an opportunity to demonstrate that its Signals meet or exceed FCC technical standards. In the event that the Licensee is unable to demonstrate such compliance, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to

cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 12.10 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to present or wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.11 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.12 - PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.13 - MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.14 - DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber; and/or

(ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed;

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 12.15 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 12.16 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.17 - PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 - GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. In the event of a disagreement, the parties shall submit the matter to the appropriate appellate entity.

Section 13.2 - FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by the Licensee's Chief Financial Officer. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3 - CABLE SYSTEM INFORMATION

The Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above, and it shall be considered proprietary.

Section 13.4 - IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of the Renewal License, the Licensee shall provide, upon the request of the Issuing Authority or its designee, and not more than once annually, the Issuing Authority or its designee with a report of telephone traffic,

generated from an in-house automated call accounting or call tracking system which will objectively demonstrate in a quantified manner whether there has been compliance with said requirements.

Section 13.5 - SUBSCRIBER COMPLAINT REPORT

The Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as ***Exhibit 5***, to the Issuing Authority, or its designee, as required by the Cable Division.

Section 13.6 - INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 and 12.15(a) supra, the Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7 - SEMI-ANNUAL PERFORMANCE TESTS

Upon request, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.8 - QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), on either the Subscriber Network or the I-Net, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Issuing Authority shall cite facts upon which such doubts are based, in a written notice to the Licensee. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

(1) the nature of the complaint or problem that precipitated the special tests;

(2) the system component tested;

(3) the equipment used and procedures employed in testing;

(4) the method, if any, in which such complaint/problem was resolved; and

(5) any other information pertinent to said tests and analysis as required.

(c) At the conclusion of said thirty (30) day period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority, supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of service is below the standards set forth in ***Exhibit 2***, attached hereto.

Section 13.9 - DUAL FILINGS

If requested, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Lexington Cable System operation hereunder and subject to Section 13.1 supra.

Section 13.10 - INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency.

ARTICLE 14

EMPLOYMENT

Section 14.1 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with all applicable laws and regulations with respect to Equal Employment Opportunities.

Section 14.2 - NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2 - CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3 - SEPARABILITY

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

Section 15.4 - ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5 - RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License, attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Section 15.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There is no action or proceedings pending or threatened against the Licensee that would interfere with its performance of the Renewal License; and

(v) Pursuant to Section 625{f} of the Cable Act, the performance of all terms and conditions in the Renewal License is commercially practicable.

Section 15.7 - FORCE MAJEURE

If by reason of force majeure either 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 State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee.

Section 15.8 - REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall make available to said Subscriber an adequate switching device to allow said Subscriber to choose between cable and non-cable television reception. Such requirement is not applicable to non-cable-related equipment.

Section 15.9---SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Lexington, Town Offices Building, 1625 Massachusetts Avenue, Lexington, Massachusetts 02420-3893, with one (1) copy to the Town Counsel, and one (1) copy to the CAC at the same address, or such other address(es) as the Issuing Authority or its designee may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to:

Comcast Cable Communications, Inc.
Attn: Director of Government & Community Relations
28 Travis Street
Allston, MA 02134

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
1500 Market Street
Philadelphia, PA 19102

The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Licensee shall publish notice of the same, sufficient to identify its time, place and purpose, in an Lexington newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(d) Subject to subsection (d) above, all required notices shall be in writing.

Section 15.12 - NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

Section 15.13 - TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License.

Section 15.14 - TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

EXHIBIT 1

INSTITUTIONAL NETWORK

Please see the following page(s).

Comcast I-Net Locations

Cary Hall	1605 Massachusetts Avenue
Cary Memorial Library	1874 Massachusetts Avenue
Comcast Studio	922 Waltham Street
Council on Aging	1475 Massachusetts Avenue
East Lexington Branch Library	735 Massachusetts Avenue
East Lexington Fire Station	1006 Massachusetts Avenue
Fire Station	45 Bedford Street
Police Station	1575 Massachusetts Avenue
School Administration Building	1557 Massachusetts Avenue
Town Office Building	1625 Massachusetts Avenue
Bowman Elementary School	9 Phillip Road
Bridge Elementary School	55 Middleby Road
Estabrook Elementary School	117 Grove Street
Fiske Elementary School	34A Colony Road
Harrington Elementary School	146 Maple Street
"New Harrington" School	146 Maple Street
Hastings Elementary School	2618 Massachusetts Avenue
Clarke Middle School	17 Stedman Road
Diamond Middle School	99 Hancock Street
Lexington High School	
Main Building	251 Waltham Street
Science Building	251 Waltham Street
ABC Building	251 Waltham Street
DEF Building	251 Waltham Street
Minuteman Regional High School	758 Marrett Road

EXHIBIT 2

FCC TECHNICAL SPECIFICATIONS

TITLE 47—TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be 4.5 MHz ± 5 kHz above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of 0.00662(Z) millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and

processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.
(6) The amplitude characteristic shall be within a range of ±2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.
(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.
(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.
(7) The ratio of RF visual signal level to system noise shall be as follows:
(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.
(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.
(iii) As of June 30, 1995, shall not be less then 43 decibels.
(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:
(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;
(B) Each signal which is first picked up within its predicted Grade B contour;
(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.
(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:
(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and
(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.
(9) The terminal isolation provided to each subscriber terminal:
(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and
(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.
(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.
(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:
(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.
(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed ±20%.
(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of O IRE), shall not exceed ±10 degrees.
(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Signal

Frequencies	leakage limit (micro-volt/ meter)	Distance in meters (m)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 3

PROGRAMMING

It is the Licensee's intention to have the following channel line-up upon the Effective Date of this Renewal License, subject to applicable law and the Licensee's editorial discretion.

Please see the following page(s).

DIGITAL Channel Line-up

Digital Classic
210 National Geographic Channel
211 style.
212 Independent Film Channel
213 G4
214 Discovery Kids
215 Noggin
216 Discovery Health
217 The Science Channel
218 Trinity Broadcast Network
219 MBC
220 The Word Network
221 EWTN
241 BBC America
242 Weatherscan Local
243 ESPNews

Digital Plus
301 Sundance
303 Encore Action
304 Encore Love Stories
305 Encore Mysteries
306 Encore True Stories
307 Encore Westerns
310 NickToons
312 Toon Disney
314 Nick GAS
315 WAMI
330 The Health Network
331 Inspirational Life
332 Discovery Home & Leisure
333 Fine Living
340 Do It Yourself Network
342 History International
343 Biography Channel
344 Discovery Times
345 Discovery Wings
370 Lifetime Movie Network
372 MTV Hits
373 MTV2
375 VH-1 Soul
376 VH-1 Country
377 VH-1 Classic
378 Great American Country
426 Encore

Digital Premier Pack
215 Turner Classic Movies
216 Oxygen
217 Cellovision
218 Wisdom
244 tech tv
246 Bloomberg
248 The Speed Channel
251 International Channel
252 Outdoor Channel
253 Fox Sports World
275 fuse
276 BET on Jazz
278 Fox Movies FXM

Digital Premium Channels
301 HBO
302 HBO2
303 HBO Signature
304 HBO Family
305 HBO Comedy
306 HBO Zone
307 HBO Latino
321 STARZ!
322 STARZ! Theater
323 Black Starz!
324 STARZ! Family
325 STARZ! Cinema
341 Cinemax
342 MoreMAX
343 ActionMAX
344 ThrillerMAX
361 Showtime
362 Showtime Too
363 Showtime Showcase
364 Showtime Extreme
365 Showtime Beyond
366 Flix
381 The Movie Channel
382 TMC Xtra

High Definition Programming
602 WGBH PBS (Boston**)
605 WCVB ABC (Boston**)
607 WHDH NBC (Boston**)
625 WFXT FOX (Boston**)
649 ESPN HD***
670 HBO HD***
677 Showtime HD***
681 INHD***
682 INHD2/NESN HD***

Pay-Per-View
401-414 Pay-Per-View
423-430 Pay-Per-View
435 Hot Choice
451 Playboy
452 Spice
453 Playboy Español
457 The Hot Network
458 The Hot Zone

International Premium
701 Zee TV
702 Zhong Tian
703 RTN

Canales Selecto Package

704 Supercanal
705 TVE Internacional
706 Discovery en Español
707 Cine Latino
708 Fox Sports en Español
709 CNN en Español
710 Toon Disney en Español
711 MTV Español
712 VH Uno

Digital Music
501 Showcase
502 Today's Country
503 Classic Country
504 Americana
505 Bluegrass
506 R & B and Hip-Hop
507 Classic R & B
508 Smooth R & B
509 Rap
510 Metal
511 Rock
512 Power Rock
513 Classic Rock
514 Alternative Rock
515 Electronica
516 Dance
517 Progressive
518 Soft Rock
519 Hit List
520 Party Favorites
521 80's
522 New Wave
523 70's
524 Solid Gold Oldies
525 Singers and Standards
526 Big Band and Swing
527 Easy Listening
528 Smooth Jazz
529 Jazz
530 Blues
531 Reggae
532 Soundscapes
533 Classical Masterpieces
534 Opera
535 Light Classical
536 Show Tunes
537 Contemporary Christian
538 Gospel
539 For Kids Only
540 Sounds of the Seasons
541 Musica Latina
542 Salsa Merengue
543 Rock 'En Español
544 Latin Love Songs
545 Mexicana

Sports Pay-Per-View
900 NBA.com
901-911 NBA 1-11
921-930 MLB-NHL Game

999 Customer Education

* High-Definition (HD) channels, including local broadcast signals, are subject to availability. A High-Definition (HD) television set (not provided), cable box and remote control are required. A High Definition or Digital Cable box is required to receive Digital Cable channels. Digital Channel selections are in addition to your regular channel selections.
** HD local broadcast signals are included with Basic Service subscription and HD cable box (see equipment pricing).
*** Minimum digital service level required in order to receive this channel.

ANALOG Channel Line-up*

2 WGBH-2 (PBS)
3 CN8
4 WBZ-4 (CBS)
5 WCVB-5 (ABC)
6 New England Cable News
7 WHDH-7 (NBC)
8 Access Channel
9 Community Bulletin Board
10 Hometown Network
11 WENH-11 (PBS)
12 WLVI-56 (WB)
13 WFXT-25 (FOX)
14 WSBK-38 (UPN)
15 WBPX-68 (PAX)
16 WGBX-44 (PBS)
17 WUNI-27 (UNI)
18 WNDS-50 (IND)
19 WNEU-60 (Telemundo)
20 WMFP-62 (IND)
21 WUTF-66 (Telefutura)
22 Educational Access
23 WYDN-48 (Daystar)
24 Disney Channel
25 Nickelodeon
26 ABC Family Channel
27 Travel Channel
28 MTV
29 VH-1
30 fX
31 TBS
32 Home & Garden TV
33 TNT
34 E! Entertainment
35 USA Network
36 Lifetime
37 A&E
38 The Learning Channel
39 Discovery Channel
40 Court TV
41 Fox News
42 CNN
43 CNN Headline News
44 C-SPAN
45 C-SPAN 2
46 CNBC
47 The Weather Channel
48 ESPN Classic
49 ESPN
50 ESPN2
51 NESN
52 Fox Sports Net
53 MSNBC
54 Food Network
55 Spike TV
56 EWTN/BCTV/ Inspirational/NJTV
57 Bravo
58 History Channel
59 AMC
60 Cartoon Network
61 Comedy Central
62 Sci-Fi Channel
63 Animal Planet
64 TV Land
65 Outdoor Life
66 CMT
67 BET
68 Game Show Network/ Leased Access
69 The Golf Channel
70 HSN
71 QVC
72 HBO
73 Religious Access
75 Cinemax
76 STARZ!
77 Encore
78 iN DEMAND PPV
79 The Movie Channel
96 WWDP-46 (Shop NBC)
98 Library Access
99 Showtime

* Subject to availability.

Basic Service | Expanded Basic Service | Premium | Pay-Per-View

Lexington 01/04

Channel Changes

Channel Name	Old Channel	New Channel
The Golf Channel	Digital 209	69
Sundance	Digital Premier Pack 201	Digital Plus 201
NESN	8	8

These programming service changes will be made to your channel line up on or before Jan 1 2004. V051

EXHIBIT 4

FREE DROPS AND SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

Pursuant to Section 5.7 infra, the following public buildings and schools shall receive a Drop and/or Outlets and monthly Basic Service at no charge:

Please see the following page(s).

Free Drops And Monthly Service To Public Buildings And Schools

Cary Hall	1605 Massachusetts Avenue
Cary Memorial Library	1874 Massachusetts Avenue
Comcast Studio	922 Waltham Street
Council on Aging	1475 Massachusetts Avenue
East Lexington Branch Library	735 Massachusetts Avenue
East Lexington Fire Station	1006 Massachusetts Avenue
Fire Station	45 Bedford Street
Hayden Recreation Center	24 Lincoln Street
National Guard Armory	459 Bedford Street
Police Station	1575 Massachusetts Avenue
Public Works Headquarters	201 Bedford Street
School Administration Building	1557 Massachusetts Avenue
Town Office Building	1625 Massachusetts Avenue
Bowman Elementary School	9 Phillip Road
Bridge Elementary School	55 Middleby Road
Estabrook Elementary School	117 Grove Street
Fiske Elementary School	34A Colony Road
Harrington Elementary School	146 Maple Street
"New Harrington" School	146 Maple Street
Hastings Elementary School	2618 Massachusetts Avenue
Clarke Middle School	17 Stedman Road
Diamond Middle School	99 Hancock Street
Lexington High School	
Main Building	251 Waltham Street
Science Building	251 Waltham Street
ABC Building	251 Waltham Street
DEF Building	251 Waltham Street
Minuteman Regional High School	758 Marrett Road

EXHIBIT 5

CABLE DIVISION FORM 500

Please see the following page(s).

Form 500 Complaint Data - Paper Filing

City/Town:

Filing Year:

Number of Subscribers:

Cable Company:

Address:

Address:

Contact:

Phone: **E-Mail:**

Avgerage Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

Manner of Resolution: **A.** Resolved to the satisfaction of both parties., **B.** Resolved, customer dissatisfied., **C.** Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

Form 500 Service Interruption Data - Paper Filing

City/Town:

Filing Year:

Number of Subscribers:

Cable Company:

Address:

Address:

Contact:

Phone: **E-Mail:**

Average Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

Date Service Interruption Begin	Average Resolution Time: (see Code Key above)	Estimated # of Subscribers Affected

EXHIBIT 6

GROSS ANNUAL REVENUES REPORTING FORM

COMCAST
NEW ENGLAND REGION

Town of Lexington, MA
Period: [enter period of which payment is based]

	Totals
Totals By Service:	
Basic Service Revenue	$ [enter amount]
Pay Service Revenue[1]	$ [enter amount]
Other Unregulated Revenue[2]	$ [enter amount]
Digital Revenue	$ [enter amount]
Subtotal:	$ [enter subtotal]
Totals By Non Service:	
Home Shopping Revenue	$ [enter amount]
Advertising Revenue	$ [enter amount]
Leased Access Revenue	$ [enter amount]
Franchise Fees	$ [enter amount]
Less Bed Debt	$ [enter amount]
Subtotal:	$ [enter subtotal]
Total Gross Revenue	$ [enter total]
License Fee (5%)	$ [enter % of total]
Fee on Fee (5%)	$ [enter % of %]
Less state and FCC fees	([enter total of fees])
Franchise Fee Due	$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.
2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

_____ Date:_____

FORM B: COPY FOR TOWN

EXHIBIT 7

LICENSEE-OWENED PEG ACCESS/LO EQUIPMENT

Qty.	Description	Manufacturer	Model	Serial No.
1	Speaker	Acutek	Acutek / 31	
1	Humbucker	ADC	ADC /	
1	1 HF to Pro.	ATI	ATI / MM-100	
1	1 HF to Pro.	ATI	ATI / MM-100	
1	Modulator	Blonder Tongue	Blonder Tongue / AM Series Agile	
1	Modulator	Blonder Tongue	Blonder Tongue / AM Series Agile	
1	Modulator	Blonder Tongue	Blonder Tongue / AM Series Agile	
1	Modulator	Blonder Tongue	Blonder Tongue / AM Series Agile	
1	Tripod & Head	Bogen	Bogen / 3063Head& 3046 Legs	
1	Tripod & Head	Bogen	Bogen / 3063 Head & 3046 Legs	
1	Speaker	Boston	Boston / A40F	46144
1	Speaker	Boston	Boston / A40F	46146
1	Focus Controller	Canon	Canon / FFC-200	112059B
1	Zoom Attachment	Canon	Canon / ZSG-ZOOM	309078A
1	Focus Controller	Canon	Canon / FFC-200	312058B
1	Zoom Attachment	Canon	Canon / ZSG-ZOOM	40356A
1	Zoom Attachment	Canon	Canon / ZSG-ZOOM	407032A
1	Focus Controller	Canon	Canon / FFC-200	407072P
1	Light Dimmer	Capron Light	Capron Light / MDS12	2080
1	Chyron CG	Chryon	Chyron / VP2	1197
1	Chyron Keyboard	Chryon	Chyron / VP2K	1197
1	Toaster Toolbox Graphics	Commadore	Commadore / A4000	534802
1	Computer Monitor	Commadore	Commadore / 10845-D2	1061341
1	Video Switcher	Crosspoint	Crosspoint / 6142	441
1	Post Amp.	Crown	Crown / D-75	31574
1	Audio Compressor	DBX	DBX / 266XL Compressor Gate	
1	Component TBC/Framestore	Digital Processing Systems / DPS-230	Digital Processing Systems / DPS-230	9207230011
1	Router	Dynair	Dynair / Series X Switcher	
1	SEG	Echo Lab	Echo Lab Inc / MVS-5	5047
1	Microphone Hand	Electro Voice	Electro-Voice / RE10	8557
1	Audio Board	Electro Voice	Electro Voice / EV8216	140418
1	Reverb Generator	Electro Voice	Electrovoice / EVT-4500	740299
1	Microphone Hand	Electro-Voice / RE10	Electro-Voice / RE10	8507
1	Distribution Amplifier	ESE	ESE / ES-209A	NA
1	TBC	For.A	For.A / FA-200	1432337
1	Timing Corrector	Fortel	Fortel / CCD1H	50220256
1	Modulator	General Instruments	General Instruments / 5450M-T	06C0000113174
1	Telephone System	Gentner	Gentner / SPH4	010-000392
1	Telephone System	Gentner	Gentner / SPH4	010-000752
1	Amiga CG	Good	Good	

Qty.	Description	Manufacturer	Model	Serial No.
1	Camera Control Unit	Hitachi	Hitachi / RU-C1U	3123913
1	Camera Viewfinder	Hitachi	Hitachi / GM-50N	4011136
1	Camera Control Unit	Hitachi	Hitachi / RU-C1U	4023987
1	Camera	Hitachi	Hitachi / FPC10A	4050227
1	Camera	Hitachi	Hitachi / FPC10A	4050232
1	Camera Viewfinder	Hitachi	Hitachi / GM-50N	4051269
1	Camera Viewfinder	Hitachi	Hitachi / GM-50N	4121577
1	Camera Control Unit	Hitachi	Hitachi / RU-C1U	5054234
1	Camera	Hitachi	Hitachi / FPC10A	5060362
1	Microphone	Hitachi	Hitachi / MC-C2	?
1	Microphone	Hitachi	Hitachi / MC-C2	?
1	Camera's Tripod Plate	Hitachi	Hitachi / TA-Z1	
1	Color Monitor	JVC	JVC / TM-9OU	1280094
1	Color Video Monitor	JVC	JVC / TM-1315U	6207481
1	Editing Recorder	JVC	JVC / BR-S811U	8713178
1	Editing Recorder	JVC	JVC / BR-S811U	8713184
1	Studio Camera	JVC	JVC / KY-2700	9751217
1	Color Monitor	JVC	JVC / TM-9OU	12902204
1	Color Monitor	JVC	JVC / TM-9OU	12902468
1	Power Supply	JVC	JVC / AAP22U	13614946
1	Color Video Monitor	JVC	JVC / KY-1900ch	14755349
1	Edit Control Unit	JVC	JVC / RM-G810U	17653333
1	Camera Control Unit	JVC	JVC / RS2000	
1	Radio Tuner	Kenwood	Kenwood / KT-900	3343-00039
1	Headphones	LabTec	Labtec / Elite-825	
1	Vectorscope	Leader	Leader / LVS-5850	1120131
1	Waveform Monitor	Leader	Leader / LBO-5860A	2030301
1	Leightronix Remote Cable	Leightronix	Leightronix / PRSY	14742PD
1	Leightronix Remote Cable	Leightronix	Leightronix / PRSY	14745PD
1	Pro-8	Leightronix	Leightronix / Version 1.04	P80490
1	Pro-8	Leightronix	Leightronix / Version 1.04	P80678
1	Casablanca Avio DV	Macro Systems / DV	Macro Systems / DV	232601-4
1	CG	Magic Box / AlphaGen	Magic Box / AlphaGen	85425677
1	Tripod	Manfrotto	Manfrotto / 3046	
1	Tripod	Manfrotto	Manfrotto / 3046	
1	Tripod Head	Manfrotto	Manfrotto / 3433	
1	Tripod Head	Manfrotto	Manfrotto / 3433	
1	Tripod & Head	Manfrotto	Manfrotto / 3066	NA
1	Tripod & Head	Manfrotto	Manfrotto / 3066	NA
1	Tripod Dolly	Manfrotto	Manfrotto / 3198	NA
1	Tripod Dolly	Manfrotto	Manfrotto / 3198	NA
1	Mic Mixer	Marenius	Marenius / MM-3100	
1	Solor Spot Light	Mole Richardson	Mole Richardson / 2831 Mole Quartz	544
1	Solar Spot Light	Mole Richardson	Mole Richardson / 2831 Mole Quartz	546
1	Solor Spot Light	Mole Richardson	Mole Richardson / 2831 Mole Quartz	551
1	Solor Spot Light	Mole Richardson	Mole Richardson / 2831 Mole Quartz	552

Qty.	Description	Manufacturer	Model	Serial No.
1	Solor Spot Light	Mole Richardson	Mole Richardson / 2831 Mole Quartz	553
1	Solor Spot Light	Mole Richardson	Mole Richardson / 2831 Mole Quartz	554
1	Solar Spot Light	Mole Richardson	Mole Richardson / 2831 Mole Quartz	555
1	Solor Spot Light	Mole Richardson	Mole Richardson / 2831 Mole Quartz	558
1	Teenie Weenie Mole	Mole Richardson	Mole Richardson / Type 4031	2358
1	Baby 2K Soft Light	Mole Richardson	Mole Richardson / Type 2591 Mole Quartz	2833
1	2K Baby Soft Light	Mole Richardson	Mole Richardson / 2591 Mole Quartz	2889
1	2K Baby "Zip" Soft Ligth	Mole Richardson	Mole Richardson / 2591 Mole Quartz	5996
1	2K Baby Soft Light	Mole Richardson	Mole Richardson / 2591 Mole Quartz	5998
1	Solor Spot Light	Mole Richardson	Mole Richardson / 2831 Mole Quartz	7249
1	Solar Spot Light	Mole Richardson	Mole Richardson / 2831 Mole Quartz	7301
1	Light Stand	Mole Richardson	Mole Richardson / Type 5603	
1	Light Stand	Mole Richardson	Mole Richardson / Type 5603	
1	Baby Spot Lights (5)	Mole Richardson	Mole Richardson /	
1	Scoop Light	Mole Richardson	Mole Richardson /	
1	CD Library	Network Music	Network Music /	
1	Audio Tape Player	Nikko	Nikko / ND-750	56757079M
1	Light	Omega	Omega / C-700 Lamphouse	
1	3CCD Digital Camcorder	Panasonic	Panasonic / VEQ1579	Feb-96
1	Monitors	Panasonic	Panasonic / WV-5200BU	26Z02734
1	Monitors	Panasonic	Panasonic / WV-5200BU	26Z02735
1	Monitors	Panasonic	Panasonic / WV-5200BU	26Z02750
1	B/W Video Monitor	Panasonic	Panasonic / WV-5200BU	26Z03113
1	B/W Video Monitor	Panasonic	Panasonic / WV-5200BU	26Z03114
1	B/W Video Monitor	Panasonic	Panasonic / WV-5200BU	26Z03116
1	B/W Monitor	Panasonic	Panasonic / WV-5360	36Z01505
1	CD Player	Panasonic	Panasonic / SL-4300-KM	AF8615AD72
1	Editing Controller	Panasonic	Panasonic / AG-A350	B8A2458QT
1	S-VHS VCR	Panasonic	Panasonic / AG-1320P	C8KN04442
1	S-VHS VCR	Panasonic	Panasonic / AG-1320P	C8KN04448
1	S-VHS VCR	Panasonic	Panasonic / AG-1320P	C8KN04457
1	S-VHS VCR	Panasonic	Panasonic / AG-1320P	C8KN04461
1	S-VHS VCR	Panasonic	Panasonic / AG-1320P	C8KN04474
1	S-VHS VCR	Panasonic	Panasonic / AG-1320P	C8KN04476
1	S-VHS VCR	Panasonic	Panasonic / AG-1320P	C8KN04478
1	S-VHS VCR	Panasonic	Panasonic / AG-1320P	C8KN04482
1	S-VHS VCR	Panasonic	Panasonic / AG-1320P	C8KN04484
1	Mini DV Camcorder	Panasonic	Panasonic / PV-DV4020	E2SA12662
1	SVHS Cassette Deck	Panasonic	Panasonic / DS-555P	E8TC00067
1	Color Video Monitor	Panasonic	Panasonic / CT-1331Y	EK2250139
1	Color Video Monitor	Panasonic	Panasonic / CT-1331Y	EK2250142

Qty.	Description	Manufacturer	Model	Serial No.
1	SVHS Camcorder	Panasonic	Panasonic / 456	F5HB0188
1	S-VHS VCR	Panasonic	Panasonic / AG-1330P	G0KN00461
1	SVHS Cassette Deck	Panasonic	Panasonic / AG-DS545	G8TC00001
1	Router	Panasonic	Panasonic /	
1	Tripod Mounting Plate	Panasonic	Panasonic / WVQT700	
1	S-VHS VCR	Panasonic	Panasonic / AG-1330P	H0KN00909
1	Record Deck	Panasonic	Panasonic / AG-7350-p	J3TC00353
1	S-VHS VCR	Panasonic	Panasonic / AG-1330P	J8KN02497
1	SVHS Camcorder AC Adapter	Panasonic	Panasonic / for 456	K701A82YD
1	SVHS Camcorder Case	Panasonic	Panasonic / for 456	K7C24KR
1	Color Video Monitor	Panasonic	Panasonic / BTS901Y	KA52202113
1	Color Video Monitor	Panasonic	Panasonic / BTS901Y	KA52202125
1	Color Video Monitor	Panasonic	Panasonic / BTS901Y	KA8160004
1	Color Video Monitor	Panasonic	Panasonic / BTS901Y	KA8160013
1	Color Video Monitor	Panasonic	Panasonic / BTS901Y	KA8160049
1	Monitor	Panasonic	Panasonic / BTS901Y	KA8160186
1	Color Monitor	Panasonic	Panasonic / CT-1386VYD	LB80190081
1	Color Monitor	Panasonic	Panasonic / CT-1386VYD	LB80190088
1	19" Color TV/Monitor	Panasonic	Panasonic / CT2087VYD	MB11510163
1	TV/Monitor	Panasonic	Panasonic / CT-1389VYD	MB12970002
1	Color Video Monitor	Panasonic	Panasonic / S-1360-Y	SK6240249
1	Router	Pelco / MS508AF	Pelco / MS508AF	6887-8K
1	Tripod & Head	Quickset /	Quickset /	AR-0313117
1	Audio Mixer	Ramsa / WR-130	Ramsa / WR-130	8250012
1	Stereo Pre Amp	Realistic	Realistic / 42-2109	4108
1	Stereo Amplifier	Realistic	Realistic / SA-150	31-1955
1	AM/FM Stereo Tuner	Realistic	Realistic / TM-150	707110060B
1	Microphone Hand	Realistic	Realistic / 33-992A	
1	Video/Audio Tape Eraser	Realistic	Realistic / 44-233A	
1	Speaker	Realistic	Realistic / ML-600	NA
1	Speaker	Realistic	Realistic / ML-600	NA
1	RGB	RGM Computer & Video / CP3	RGM Computer & Video / CP3	635
1	Modulator	Scientific Atlanta	Scientific Atlanta / 6350	45134
1	Microphone Hand	Shure	Shure / SM61	22177
1	Mic Mixer	Shure	Shure / SCM-268	20455422
1	Microphone	Shure	Shure / SM-58	
1	Microphone	Shure	Shure / SM-58	
1	Microphone	Shure	Shure / SM-58	
1	Microphone	Shure	Shure / SM-58	
1	Microphone	Shure	Shure / SM-58	
1	Microphone	Shure	Shure / SM-58	
1	Microphone Hand	Shure	Shure / SM-58	
1	Microphone Hand	Shure	Shure / SM-58	
1	Distribution Amp.	Sigma Electronics	Sigma Electronics / System 500	?
1	Color Sync Generator	Sigma Electronics	Sigma Electronics / CSG-465	
1	Stereo Compressor	Simetrix	Simetrix / SX208	93118
1	Stereo Compressor	Simetrix	Simetrix / SX208	93120
1	3/4" Cassette Deck	Sony	Sony / VO-7600	14331

Qty.	Description	Manufacturer	Model	Serial No.
1	Microphone Lavelier	Sony	Sony /	20685
1	3/4" Cassette Deck	Sony	Sony / VP-7020	45331
1	3/4 Cassette Player	Sony	Sony / VP-7020	70001
1	3/4" Cassette Deck	Sony	Sony / VO-9800	77290
1	3/4" Deck	Sony	Sony / VO-9800	77290
1	Microphone Lavelier	Sony	Sony / ECM-44B	237841
1	Microphone Lavelier	Sony	Sony / ECM-44B	237942
1	Microphone Lavelier	Sony	Sony / ECM-44B	239195
1	Color Video Monitor	Sony	Sony Trinitron / PVM-1380	2002440
1	Monitor	Sony	Sony Trinitron / PVM-1380	2002440
1	TV	Sony	Sony / KV-13TR29	8021321
1	CD Player	Sony	Sony / CDP-XE500	8125136
1	Tape Player	Technics	Technics / M218	GD103132
1	Turntable	Technics	Technocs / SL-D20	MG2L168237
1	Studio Camera Headset	Telex	Telex / CS-85	63300-001
1	Studio Camera Headset	Telex	Telex / CS-81	63300-003
1	Studio Camera Headset	Telex	Telex / CS-81	63300-003
1	Standby UPS	Tripp Lite	Tripp Lite / BC400	BMS 4E
1	Character Generator	Videonics	Videonics / Titlemaker 3000	311465
1	Character Generator	Videonics	Videonics / Titlemaker 3000	311517
1	Router	Videotec	Videotec / VIS 1201	2890276
1	Router	Videotec	Videotek / RS 10A	6880247
1	Waveform	Videotec	Videotek / TSM-5A	A7821737
1	Vector Scope	Videotec	Videotek / VSM-5A	V782867
1	Tripod Dolly	Vinten	Vinten / 1995CE	3319-10237
1	Tripod & Head	Vinten	Vinten / Vision 5LF	NA
1	Audio Patch Bay		? / ?	?
1	Microphone Hand		? / ?	?
1	Microphone Hand		? / ?	?
1	Microphone Stand		/	AR 03 13046
1	CD Rack		/	
1	Tone Generator		BB463450	
1	Video Patch Bay		/	
1	Video Patch Bay		/	
1	Mic Stand		/	
1	Backdrop Flats Painted		/	
1	Computer Keyboard		RT-625IT /	U2083-4068
1	Backdrop Curtain		/	
1	Audio Patch Bay			

EXHIBIT 8

MOBILE VAN EQUIPMENT LIST

Qty.	Description	Manufacturer	Model	Serial No.
1	1 Ear Headset	Telex	Telex / ?	
1	2 Ear Headsets	Telex	Telex / HD-3A 63700-011	
1	3/4" Cassette Deck	Sony	Sony / VP7020	CC562725
1	AC Power Cord		/	
1	AC Power Cord		/	
1	Audio Amplifier	NAD	NAD / 3020A	B3209032
1	Audio Compressor	DBX	DBX / 266XL	
1	Audio Mixer	Yamaha	Yamaha / MX400	LL01040
1	Audio Patch Board		? / ?	
1	Audio Snake		/	
1	B/W Monitor	Panasonic	Panasonic / TR-990C	FS7416485
1	B/W Monitor	Panasonic	Panasonic / TR-990C	FS7417429
1	B/W Monitor	Panasonic	Panasonic / WV-5350	26Z01082
1	B/W Monitor	Panasonic	Panasonic / WV-5350	26Z01078
1	B/W Monitor	Panasonic	Panasonic / WV-5350	26Z01075
1	B/W Monitor	Panasonic	Panasonic / WV-5350	26Z01083
1	B/W Monitor	Panasonic	Panasonic / WV-5361U	2XZ03594
1	B/W Monitor	Panasonic	Panasonic / WV-5361U	2XZ03578
1	B/W Monitor	Panasonic	Panasonic / WV-5361U	2XZ03570
1	B/W Monitor	Panasonic	Panasonic / WV-5361U	2XZ03571
1	Cam. AC	JVC	JVC / AA-C19U	12755023
1	Cam. AC	JVC	JVC / AA-C19U	10754391
1	Cam. AC	JVC	JVC / AA-C19U	10754655
1	CD/Cassette Player	Teak	Teak / AD-500	0210228-12
1	Character Generator	Videonics	Videonics / Powerscript	400206
1	Color Video Monitor	Sony	Sony / TM90U	30070
1	Exhaust Fans	NME	NME / 4715MS-12T-B40	
1	Headset 1 Ear w/talk back	Telex	Telex /	
1	Headset 2 ear w/talk back	Telex	Telex / HD-3A	
1	Headset 2 ear w/talk back	Telex	Telex / HD-3A	
1	Headset Control Unit	Telex	Telex / US2000A	
1	Headset Unit	Telex	Telex / SPS2000A	N378
1	Light Stand	Mole Richardson	Mole Richardson /	
1	Light Stand	Mole Richardson	Mole Richardson /	
1	Light Stand	Mole Richardson	Mole Richardson /	
1	Mic Splitter	Proco / MS2	Proco / MS2	
1	Mic Splitter	Proco / MS42A	Proco / MS42A	
1	Microphone Stand		/	
1	Microphone Stand		/ KNM	
1	Monitor	Sony	Sony Trinitron / PVM-14N1U	6010993
1	Monitor	Sony	Sony Trinitron / PVM-14N1U	6010038

Qty.	Description	Manufacturer	Model	Serial No.
1	Monitor	Sony	Sony Trinitron / PVM-14N1U	6010583
1	Monitor	Sony	Sony Trinitron / PVM8200T	501138
1	Monitor	Sony	Sony Trinitron / PVM8200T	500842
1	Monitor Faceplate	Panasonic	Panasonic / WV-5350	26Z00891
1	Monitor Faceplate	Panasonic	Panasonic / WV-5350	2XZ03296
1	Monitor Faceplate	Panasonic	Panasonic / WV-5350	2XZ03309
1	Monitor Faceplate	Panasonic	Panasonic / WV-5350	26Z00889
1	Record Deck	Panasonic	Panasonic / AG-7350-P	J3TC00245
1	Router	Videotec	Videotek / VIS-1201	5980822
1	Scoop Light	Mole Richardson	Mole Richardson /	
1	Scoop Light	Mole Richardson	Mole Richardson /	
1	Speakers	JBL	JBL / Control 5	U-805-006368-A (1)
1	Speakers	JBL	JBL / Control 5	U-805-006368-A (2)
1	System Timing Generator	Videotec	Videotek / STG-6000	
1	Transcoding TBC/Syncronizer	Digital Processing Systems Inc. / DPS-235	Digital Processing Systems Inc. / DPS-235	8K23D003
1	TV/Monitor	Sony	Sony Trinitron / CVM1271	2005932
1	VHS Cassette Deck	JVC	JVC / BR-6400U	70025
1	Video Cassette Recorder	Panasonic	Panasonic / AGDS850HP	C6TC00026
1	Video DA	Panasonic	Panasonic / WJ-300B	1XZ00154
1	Video Distribution Amplifer		/ VDA 100A	7860139
1	Video/Audio Snake		/	
1	Video/Audio Snake		/	
1	Video/Audio Snake		/	
1	Video/Audio Snake		/	
1	Waveform/Vectorscope	Magni / MM-400	Magni / MM-400	12814A

EXHIBIT 9

207 CMR 10.00

10.01: Billing Practices Notice

(1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.

(2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.

(3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

(4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

(1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

(2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

(3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

(4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

(5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

(6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

(7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

(1) The bill shall contain the following information in clear, concise and understandable language and format:

(a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

(b) the period of time over which each chargeable service is billed including prorated periods as a result of

establishment and termination of service;
(c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
(d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
(e) the amount of the bill for the current billing period, separate from any prior balance due;
(f) The date on which payment is due from the subscriber.
(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
(a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
(b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
(c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
(3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

(1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
(2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
(3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

(1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
(2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
(3) The following provisions shall apply to the imposition of late charges on subscribers:
(a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
(b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
(c) No late charge may be assessed on the amount of a bill in dispute.
(4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
(5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
(6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

(1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
(a) A subscriber requests total disconnection from cable service; or
(b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.

(2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

(1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
(2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
(3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
(4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
(5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
(3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 10

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--CABLE TELEVISION SERVICE
Subpart H--General Operating Requirements

Sec. 76.309 **Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience

of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled
appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means 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.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator 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 ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

SIGNATURE PAGE

In Witness Whereof, this Cable Television Renewal License is hereby issued by the Board of Selectmen of the Town of Lexington, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts III, Inc., as Licensee, this 23rd day of August, 2004.

TOWN OF LEXINGTON
By: Board of Selectmen, as Issuing Authority

Chairperson

Selectman

Selectman

Selectman

Selectman

COMCAST OF MASSACHUSETTS III, INC.

Kevin M. Casey
Senior Vice President