

FINAL  
LICENSE AGREEMENT

Granted By: TOWN OF BELMONT,  
MASSACHUSETTS

Granted To: NASHOBA COMMUNICATIONS  
OF BELMONT LIMITED PARTNERSHIP



SECTION 1 - DEFINITIONS

The following terms used in this Final License Agreement shall have the meanings ascribed below:

1. "Affiliate" means a corporation, partnership, joint venture, association, business trust or other entity which, directly or indirectly, controls, is controlled by, or in under common control with the Licensee.

2. "Application" means the application dated November 6, 1987 to construct and operate a cable television system in Belmont, Massachusetts submitted by the Licensee to the Issuing Authority.

3. "CATV Commission" means the Massachusetts Community Antenna Television Commissioner appointed pursuant to Chapter 166A of the General Laws of The Commonwealth of Massachusetts.

4. "CTAC" (referring to a cable television advisory committee) means the Town of Belmont Cable Advisory Committee III established by the Issuing Authority and any successor committee appointed by the Issuing Authority.

5. "Final License" means the license granted to the Licensee under this Final License Agreement.

6. "Issuing Authority" means the Board of Selectmen of the Town of Belmont, Massachusetts.

7. "Issuing Authority Report" means the August 24, 1987 report issued by the Issuing Authority pursuant to 207 CMR 3.03.

8. "Lease" means the Town of Belmont Community Antenna Television System Lease between the Town and the Licensee entered into pursuant to the Special Act and executed contemporaneously with the grant of the Final License by the Issuing Authority to the Licensee.

9. "Final License Agreement" means this Final License Agreement dated as of September \_\_, 1989, between the Town and the Licensee.

10. "Licensee" means Nashoba Communications of Belmont Limited Partnership, a Massachusetts limited partnership, and its successors and assigns hereunder.

11. "Provisional License" means the license granted to the Licensee under the Provisional License Agreement dated September 19, 1988, between the Town and the Licensee.

12. "Special Act" means Chapter 132 of the Acts of 1984 passed by the General Court of Massachusetts.

13. "Town" means the Town of Belmont, Massachusetts.

Terms used in this Final License Agreement which are not defined above shall be defined in accordance with the Glossary attached hereto as Exhibit A, which Glossary is contained in "A Practical Guide for Municipal Officials and Cable Advisory Committees" prepared by the CATV Commission.

SECTION 2 - GRANT OF FINAL LICENSE

(a) Pursuant to the authority of the Special Act and Chapter 166A of the General Laws of The Commonwealth of Massachusetts, as amended, and subject to the terms and conditions set forth herein, the Issuing Authority hereby grants a non-exclusive Final License to the Licensee authorizing and permitting said Licensee to construct and operate a community antenna television ("CATV") system within the municipal limits of the Town. The Final License is granted under and in compliance with Chapter 166A of the General Laws of The Commonwealth of Massachusetts, as amended, the regulations promulgated thereunder, the Cable Communications Policy Act of 1984, as amended (the "Cable Act"), and all rules and regulations of the CATV Commission and the Federal Communications Commission (the "FCC").

Nothing in the Final License will be deemed to supersede any existing Town by-law or regulation, except to the extent such Town by-law or regulation is pre-empted by state or federal law.

(b) It is recognized that CATV systems have the capacity to provide not only entertainment and information services to the Town's residents, but can provide a variety of broadband, interactive communications services to institutions and individuals. Many of these services involve Town agencies and other public institutions by providing governmental, educational or health care communications.

For these purposes, the following goals of the Town underlie the provisions contained herein:

1. Communications services should be provided to the maximum number of Town residents.
2. The CATV system should be capable of accommodating both the present and reasonably foreseeable future communications needs of the Town.
3. The CATV system should be improved and upgraded during the term of the Final License so that the new facilities necessary for the operation of the CATV system will be integrated to the maximum extent possible with existing facilities.
4. The CATV system contemplated by this Final License Agreement will be responsive to the needs and interests of the local community, and will provide the widest possible diversity of information sources and services to the public.

(c) The Licensee acknowledges and warrants by acceptance of the rights, privileges and Final License granted herein, that it has carefully read and fully comprehends the terms and conditions of this Final License Agreement. The Licensee further acknowledges and warrants that it has

carefully studied and considered the requirements relating to (i) building and operating the CATV system, (ii) the provision of community access equipment and services, and (iii) the provision of an institutional network, and all other requirements and provisions of this Final License Agreement.

1. By acceptance of the Final License, the Licensee agrees that if at any time it alleges in any claim or proceeding initiated by the Licensee against the Town that any provision, condition or term of this Final License Agreement is unreasonable or arbitrary, or that at the time of the acceptance of the Final License by the Licensee, any such provision, condition or term was void or that the Town had no power or authority to make or enforce any such provision, condition or term then, subject, in the case of the Town, to any necessary appropriation, the prevailing party will be reimbursed by the losing party for all costs associated with bringing or defending the proceeding, as the case may be, including attorneys' fees.
2. By acceptance of the Final License, the Licensee acknowledges that it has not been induced to accept the Final License by any understanding, promise or other statement not documented in this Final License Agreement, the Lease or other agreements, if any, entered into by the Licensee and the Town in connection with the issuance of a bond to finance construction of the CATV system, whether oral or written, concerning any term or condition of the Final License regardless of whether such statement was made by or on behalf of the Town.

3. The Licensee hereby agrees to pay at its own expense all costs, including attorneys' fees, incurred in connection with defending the Final License against any claims arising out of the granting or continuation thereof if the Licensee chooses to so defend the Final License.

(d) Subject to the provisions of Sections 23 and 27 hereof, whenever this Final License Agreement sets forth a time limitation with respect to any act to be performed by or on behalf of the Licensee, such time shall be deemed of the essence and any failure by the Licensee to perform within the time allotted shall be sufficient grounds for the Town to invoke an appropriate penalty including, if appropriate, revocation of the Final License.

(e) By acceptance of the Final License, the Licensee acknowledges that its rights hereunder are subject to the police powers of the Town to adopt and enforce ordinances of general applicability necessary to the safety and welfare of the public; and it agrees to comply with all applicable by-laws and ordinances enacted by the Town pursuant to such power. Any conflict between the provisions of this Final License Agreement and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of this Final License Agreement, except when a lawful exercise of police powers applies exclusively to the Licensee or CATV system and is inconsistent with this Final License Agreement then such police powers shall prevail if, upon such exercise, the Town finds an emergency exists constituting a danger to health, safety, property or general welfare.

(f) The right of the Town or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description will not be compromised by any provision of this Final

License Agreement. Should the CATV system in any way unreasonably interfere with the construction, maintenance or repair of such public works or public improvements, as determined by the Town, the Licensee will, at its expense, protect or relocate the CATV system or any part thereof.

(g) The term of the Final License is for a period of fifteen (15) years from the date of execution of this Final License Agreement. In accordance with the provisions of the Cable Act and Section 13 of Chapter 166A of the General Laws of The Commonwealth of Massachusetts, the Final License may be renewed, at the discretion of the Issuing Authority, for additional periods each not to exceed ten (10) years (or such other periods as are permitted by applicable law).

(h) With the issuance of the Final License hereunder, the Town grants to the Licensee the non-exclusive franchise, right, privilege, authority and license to construct, install, maintain and operate throughout the entire Town in, upon, along, across, above, over and under the streets, alleys, easements, and public ways as now laid out or dedicated and all extensions thereof, and additions thereto, a system of poles, wires, cables, optical fibers, underground conduits, ducts, trenches, conductors, amplifying equipment, manhole fittings and any and all other fixtures, appliances and appurtenances necessary for the installation, maintenance and operation in the Town of a CATV system. No new poles may be set without a pole permit unless permitted by Town by-law, ordinance or regulation. The Final License further includes the franchise, right, privilege and authority to construct, install, maintain and operate such poles, wires, cables, optical fibers, underground conduits, manholes, ducts, trenches, fixtures, appliances, and appurtenances for the purpose of distribution of CATV services to inhabitants within the limits of the Town. Without limiting the generality

of the foregoing, the non-exclusive franchise will and does hereby include the right in, over and upon the streets, sidewalks, alleys, easements and public utility easements, public grounds and places in the Town of installing, erecting, operating or in any other way acquiring the use of, as by leasing or licensing, all poles, lines and equipment necessary to operate a CATV system and the right to make connections to subscribers, the right to repair, replace and enlarge and extend said lines, equipment and connections, and to maintain and use the same for the purpose of receiving, transmitting and distributing television, radio and/or other audio-visual, radio frequency or data signals. The right to be granted for the purposes described herein will be non-exclusive; provided, however, nothing in the grant of the Final License will be construed so to abrogate or pre-empt any zoning, permit or other licensing requirements otherwise mandated by local or state law.

In exercising rights pursuant to the Final License, the Licensee will not endanger or unduly interfere with the lives of persons, unduly interfere with any installations of the Town, any public utility serving the Town or any other person permitted to use public ways and places, nor unnecessarily hinder or obstruct the free use of public ways and places.

(i) During the term of the Final License, the Licensee will be liable for the acts or omissions of its Affiliates and agents while such Affiliates and agents are involved directly or indirectly in the construction, installation, maintenance or operation of the CATV system as if the acts or omissions of such Affiliates and agents were the acts or omissions of the Licensee.

(j) No course of dealing between the Licensee and the Town nor any delay on the part of the Town in exercising any rights under this Final License Agreement will operate as a waiver of any such rights of the Town or acquiescence in the actions of the Licensee in contravention of such rights except to the extent expressly waived in writing by the Town or expressly provided for in this Final License Agreement.

SECTION 3 - [INTENTIONALLY DELETED]

SECTION 4 - CONSTRUCTION

(a) As set forth in Exhibit B attached hereto, the Licensee agrees to provide a cable drop to all residential dwellings (including condominiums and cooperatives) and housing units (including apartments and mobile homes) in the Town requesting cable television service, except that the Licensee need not provide a cable drop to residential dwellings and housing units if (i) it is unable to obtain reasonable access, or (ii) it is commercially impracticable to provide service to such dwellings and units, or (iii) past, present or potential subscribers therein have outstanding charges against their accounts, including service drop charges pursuant to Section 17 hereof, and the Licensee's decision not to provide service does not contravene applicable state law. It is not the intent of clause (iii) of the preceding sentence that outstanding charges against the accounts of one or a limited number of past, present or potential subscribers in a residential dwelling or housing unit will permit the Licensee not to provide service to other subscribers therein. All home installations of cable will comply with the Massachusetts Electrical Code, the State Building Code and local ordinances, as in effect at the time of installation.

(b) The Licensee agrees to abide by the construction procedures set forth in Exhibit B. The Licensee agrees to commence construction not later than ninety (90) days after the date hereof and to substantially complete construction within nine (9) months after (i) the date hereof or (ii) the date on which pole applications have been released by the telephone company and the Belmont Municipal Light Department, whichever is later. Construction of the CATV system will be deemed "substantially complete" when the Licensee certifies in writing to the Issuing Authority and the Bank (as defined in the Lease) that service has become available to 95% of the residential dwellings and housing units in the Town, other than those for which it is commercially impracticable to provide such service or where access has been denied, and the CATV system is activated. Service will be deemed to have "become available" to residential dwellings and housing units when cable has been constructed which passes the dwellings and units. No construction, installation or relocation of the CATV system, or any part thereof, within the public ways and places will be commenced until the required written permits have been issued by the proper Town officials, which permits will not be unreasonably withheld or delayed. The Licensee and the Town agree to use their best efforts to procure the necessary consents and releases from the Municipal Light Department and the release of pole applications from the telephone company.

(c) The construction schedule will be adjusted with the consent of the Issuing Authority, which consent will not be unreasonably withheld, to reflect delays in construction and commencement of service for reasons beyond the control of the Licensee, including, but not limited to, litigation or state administrative action that may reasonably result in revocation of the Final License, frost and problems encountered in

connection with underground construction and inability to procure the release of pole applications despite the Licensee's best efforts in accordance with subsection (b) above. The Licensee agrees to use its best efforts to mitigate all delays in construction and commencement of service, including those resulting from equipment shortages.

(d) The Town's electric power distribution and its associated facilities are owned by the Town and operated by the Belmont Municipal Light Department. Nothing in this Final License Agreement shall relieve the Licensee from the necessity of securing the appropriate permission of the Belmont Municipal Light Department for use of its poles and related facilities.

(e) During construction of the CATV system, all work involving moving, relocating, disconnecting and reconnecting the Town's fire alarm cable will be done by the Licensee under the supervision of the fire chief and a mutually agreed approach to performance of the work.

(f) In all areas of the Town where electric and telephone cables (whether new or existing) have been installed underground, the Licensee, at its own expense, will also install its cables underground. In all areas of the Town where electric or telephone cables (whether new or existing) have been installed above ground, the Licensee, at its own expense, will also install its cables above ground.

(g) The Licensee will protect, support, temporarily disconnect, relocate in the same street or other public way or remove from any street or other public way any of its property when so requested by the Town by reason of traffic conditions, public safety, street construction, grading or regrading or the construction of any public improvement or structure by any Town department.

(h) The Town will give the Licensee reasonable notice of street improvements where paving, regrading, grading or resurfacing of a permanent nature is involved. Such notice will describe the nature and character of the improvements, the streets upon which the improvements will be made, the extent of the improvements and the work schedule for the project. The Town will allow the Licensee to make additions, alterations or repairs to its facilities in advance of, or simultaneously with, the Town's commencement of such improvements. The Licensee will cooperate fully with the Town and will commence promptly all necessary work and will in no way unnecessarily hinder or delay the Town's work.

(i) Prior to excavating any Town street, sidewalk or other public way, the Licensee will secure prior approval from the Town's Executive Secretary and Town Engineer, whose approvals will not be unreasonably withheld or delayed.

(j) The Licensee may substitute new, comparable equipment with equal performance specifications to the equipment listed in Exhibits B, G, J and V attached hereto. Prior to placing orders for equipment, the Licensee will make a good faith effort to review current technology and incorporate the results of such review as it deems appropriate.

(k) The Licensee may, under the general supervision of the Town, trim trees or other vegetation to prevent branches, leaves or roots from touching or otherwise interfering with wires, cables, or other structures.

(l) When any damages or alterations occur to the Town's water, sewage or drainage lines or to any other municipal structures in the streets due to construction of the CATV system, the damages or alterations will be repaired and the reasonable costs of such repairs charged to the Licensee and the Licensee will pay the charges within 90 days.

(m) The location of all underground cable and conduit laid in a Town way or easement will be approved in advance by the Town's Executive Secretary and Town Engineer and, when applicable, the Town's Wire Inspector or his designee to insure compatibility and non-interference with existing Town utilities and planned future utility locations. Such approval(s) will not be unreasonably withheld or delayed. Pedastals will generally be permitted, but the Town may on occasion require underground vaults where designated by the Board of Selectmen and for reasonable engineering or aesthetic reasons. Notice of proposed locations of pedastals and an opportunity for comments will be given by staking and mailing. To the extent the Board of Selectmen has permitted the installation of a pedastal and such installation has commenced, the Board of Selectmen shall be deemed to have waived its rights to require an underground vault in its place. Underground cable and conduit will be buried to a depth of at least eighteen (18) inches except that the Town Engineer may reduce this requirement in specified areas in his discretion to no less than twelve (12) inches.

(n) The Town makes no representation as to the accuracy of any maps showing the horizontal or vertical location of existing substructures.

(o) The Licensee will maintain wires, cables, conduit and all other property and facilities constituting the CATV system in good condition, order and repair at all times during the term of the Final License.

(p) The Licensee will utilize police details in locations where a public safety hazard may exist as reasonably determined by the police chief. The Licensee will promptly compensate the officers under the police department's customary detail procedure.

(q) The Licensee will construct and install the CATV system to meet the technical standards specified in Exhibit U attached hereto. The Licensee will maintain the CATV system in accordance with FCC guidelines and, to the extent permitted by applicable law, the technical standards specified in Exhibit U.

(r) Prior to the erection or installation by the Licensee of any towers, poles, cable, underground conduits, or fixtures for use in connection with the construction, maintenance or operation of the CATV system in accordance with this Final License Agreement, the Licensee will submit to the Town and other designated parties for approval a design plan (incorporating the description in Exhibit V attached hereto) of the facilities proposed to be erected or installed, including engineering drawings, if required, together with a map and plans indicating the proposed location of all such facilities. Approval by the Town of such design plan will not be unreasonably withheld and will be deemed to have been given if the Town does not otherwise notify the Licensee within 20 days after submission of the design plan. The aforementioned approval of the design plan is not conditioned upon a determination by the Town of the appropriateness of the location of the head-end.

(s) The Town will be named as an additional obligee in any performance bonds obtained by the Licensee from contractors in the construction of the CATV system. The Town will not draw on the bond unless it succeeds to the Licensee's responsibility for construction of the system.

SECTION 5 - PROVISIONS RELATING TO DAMAGE OR LOSS

(a) In installing, operating and maintaining equipment, cable and wire, the Licensee will avoid all unnecessary damage and injury to trees, structures, and improvements in and along the routes authorized by the Issuing Authority. No authorization is granted by this Final License Agreement to enter upon or use private property, except as otherwise authorized by state or federal law.

(b) Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, the same will be replaced and the surface restored in as good condition as before entry as soon as practicable and as specified by the Town's Executive Secretary and Town Engineer. If the Licensee fails to make such restoration within a reasonable time, not to exceed 30 days, the Issuing Authority may fix a reasonable time for such restorations and repairs, and will notify the Licensee in writing of the restorations and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restorations and repairs to be made and the expense of such work will be paid by the Licensee upon demand by the Issuing Authority.

(c) The Licensee will indemnify and hold the Town, its employees, officers, boards, commissions and agents harmless at all times during the construction, maintenance and operation of the CATV system and for the term of the Final License from any and all (i) claims for injury and damage to persons or property, both real and personal, caused by the construction, installation, operation or maintenance by the Licensee or its agents of any structure, equipment, wire or cable authorized to be installed pursuant to this Final License Agreement, (ii) penalties arising out of copyright

infringements, (iii) damages arising from breach of the privacy standards contained in Section 30 hereof, and (iv) damages arising out of any failure by the Licensee to secure consent from the owners, authorized distributors or licensees of programs to be delivered by the CATV system, whether or not any act or omission complained of is authorized, allowed or prohibited by this Final License Agreement. Upon receipt of notice in writing from the Issuing Authority, the Licensee will at its own expense defend, with counsel acceptable to the Town, any action or proceeding against the Town, its employees, officers, boards, commissions and agents in which it is claimed that personal injury or property damage was caused by activities of the Licensee in the construction, installation, operation or maintenance of the CATV system, or that penalties or damages arose from activities of the Licensee described in clause (ii), (iii) or (iv) above. Indemnified expenses will include, but not be limited to, all out-of-pocket expenses such as attorneys' fees, the reasonable value of any services rendered by the Belmont Town Counsel and any employees or agents of the Town and disbursements and liabilities assumed by the Town in connection with the claims, actions and proceedings described above.

SECTION 6 - INSURANCE

(a) To the extent available to businesses in the CATV industry generally, the Licensee will carry insurance indemnifying the Town, its employees, officers, boards, commissions and agents, and itself, from and against any and all claims, penalties, and damages described in Subsection 5(c) above. The amount of such insurance against liability for damage to property will not be less than ONE MILLION DOLLARS (\$1,000,000) as to any one occurrence and not less than THREE MILLION DOLLARS (\$3,000,000) for damage to the property of two or more persons in any one occurrence.

The amount of such insurance for liability for injury to or death of any one person will not be less than ONE MILLION DOLLARS (\$1,000,000) and the amount of such liability insurance will not be less than THREE MILLION DOLLARS (\$3,000,000) for injury to or death of persons arising from any one accident. To the extent available to businesses in the CATV industry generally, the Licensee will have in effect prior to commencing service a policy covering special perils arising from the operation of a public medium described in Subsections 5(c)(ii), (iii) and (iv) in the amount of ONE MILLION DOLLARS (\$1,000,000).

(b) The Licensee will keep the CATV system insured against loss or damage in incremental amounts as construction progresses, up to an amount not less than either FOUR MILLION DOLLARS (\$4,000,000) or the full insurable value of the CATV system upon substantial completion of the CATV system, as defined in Subsection 4(b) hereof. The policy for the required property insurance coverage may bear a deductible of up to \$200,000 and will provide that the proceeds of such insurance will be payable (i) while the Lease is in effect, to the Bank (as defined in the Lease) for the benefit of the Town, which proceeds will be disbursed by the Bank in accordance with the provisions set forth in Exhibit A of the Lease, and (ii) after the Lease terminates or expires, to the owner of the CATV system.

(c) The Licensee will maintain, and by its acceptance of the Final License specifically agrees that it will maintain throughout the term of the Final License, automobile liability insurance for owned, non-owned or rented vehicles in the minimum amount of:

1. \$1,000,000 for bodily injury and consequent death per occurrence;

2. \$1,000,000 for bodily injury and consequent death to any one person; and
3. \$500,000 for property damage per occurrence.

(d) The Licensee will maintain, and by its acceptance of the Final License specifically agrees that it will maintain throughout the term of the Final License, worker's compensation and employer's liability insurance valid in The Commonwealth of Massachusetts, in the minimum amounts of:

1. Statutory limit for worker's compensation; and
2. \$100,000 for employer's liability.

(e) All of the above coverages will take effect within thirty (30) days after the grant of the Final License and will remain in effect throughout the term of the Final License. If the Final License is terminated, the coverages will remain in effect until ninety (90) days after termination. An authorized representative of each insurer will certify to the Issuing Authority within thirty-five (35) days after the grant of the Final License that the respective insurance premiums have been paid and all coverages described above are in force and effect and the Licensee shall so certify to the Issuing Authority annually thereafter. The Licensee may provide and maintain the insurance required above in this Section 6 through a combination of primary and excess umbrella coverage. All insurance coverage will be approved by Belmont Town Counsel as to limitation, form and legality, and a copy of each policy will be furnished to the Town. At any time during the term of the Final License the Town may request, and the Licensee will comply with such request, that it be named as an additional insured on all insurance policies required by this Section 6. All policies will be placed with companies satisfactory to the Town and the Bank (while the Lease is in effect) and qualified to do business within The Commonwealth

of Massachusetts. All expenses incurred for insurance coverage will be borne by the Licensee. All insurance policies required herein will have the following endorsement:

"It is agreed that in the event of material change, reduction, cancellation or non-renewal by the company for any reason other than non-payment of the premium, not less than thirty (30) days' written notice will be given to the Board of Selectmen of the Town of Belmont by registered mail of such intent to cancel, materially change, reduce or fail to renew the coverage."

(f) To offset the effects of inflation and deflation and to reflect changing liability limits, all of the coverages, limits and amounts of the insurance required by this Section 6 are subject to reasonable increases or decreases at the discretion of the Issuing Authority, provided such increased or decreased coverages, limits and amounts are available and the cost of procuring the same is reasonable.

(g) If the Licensee fails to maintain or increase the insurance required by this Section 6, the Issuing Authority will have the option to obtain such insurance and pay for the same by drawing upon the performance bond described in Section 7.

SECTION 7 - PERFORMANCE BOND

(a) The Licensee will submit to the Town Clerk upon award of the Final License and maintain throughout the duration of the Licensee's initial construction period a bond running to the Town with a surety satisfactory to the Town and authorized to do business as a surety in The Commonwealth of Massachusetts, in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) conditioned on the following terms:

1. The satisfactory completion of the installation and operation of the CATV system in accordance with the provisions of Subsections 5(a), (m) and (n) of Chapter 166A of the General Laws of The Commonwealth of Massachusetts ("G.L. c.166A") and Section 4 of this Final License Agreement;
2. The satisfactory restoration of pavements, sidewalks and other improvements in accordance with Subsection 5(g) of G.L. c.166A and Subsection 5(b) of this Final License Agreement; and
3. The indemnity of the Town in accordance with Subsection 5(b) of G.L. c.166A and Subsection 5(c) of this Final License Agreement.

After the Licensee's initial construction period, the bond described above will be returned to the Licensee upon determination by the Issuing Authority that terms 1 through 3 above have been met without recourse to the bond. Upon receipt of the bond, the Licensee will submit to the Town Clerk and maintain for the remaining term of the Final License a bond running to the Town with a surety satisfactory to the Town and authorized to do business as a surety in The Commonwealth of Massachusetts, in the amount of FIFTY THOUSAND DOLLARS (\$50,000) conditioned on the following terms:

1. The indemnity of the Town in accordance with Subsection 5(b) of G.L. c.166A and Subsection 5(c) of this Final License Agreement;
2. The compliance with the material provisions of this Final License Agreement;
3. The compliance with any lawful order, permit or directives of any department, commission, agency, board, division or office of the Town having jurisdiction over the Licensee's acts or defaults; and

4. Payment by the Licensee of any lawful claims by, or taxes due to, the Town which arise by reason of the construction, installation, operation, maintenance or repair of the CATV system.

(b) The terms and conditions of the performance bond required herein will be documented in a form satisfactory to Belmont Town Counsel.

(c) There will be recoverable by the Town jointly and severally from the surety, any and all fines and penalties due to the Town and any and all damages, losses, costs and expenses suffered or incurred by the Town resulting from the failure of the Licensee to (i) comply with the material provisions of this Final License Agreement, (ii) comply with all lawful orders, permits and directives of any Town department, commission, agency, board, division or office having jurisdiction over its acts or defaults, (iii) pay franchise fees or taxes due to the Town, and (iv) pay any lawful claims by the Town which arise by reason of the construction, installation, operation, maintenance or repair by the Licensee or its agents of the CATV system. Damages, losses, costs and expenses which arise out of litigation will include but not be limited to attorneys' fees and other associated expenses and will be recoverable by the Town from the surety only if the Town is the prevailing party.

(d) Prior to drawing upon the performance bond for the purposes described in this Section 7, the Town will notify the Licensee in writing that payment is due and the Licensee will have thirty (30) days from the receipt of such written notice to make a full and complete payment. If the Licensee does not make the payment within such thirty (30) day period, the Town may draw the amount due, with interest and penalties, from the performance bond. In the event the Town draws on the bond, the Licensee will take immediate steps to reinstate the performance bond to the then

applicable amount. Within three days of a drawing on the performance bond, the Town will send to the Licensee, by certified mail, return receipt requested, written notification of the amount, date and purpose of such drawing.

(e) The performance bond required by this Section 7 will have an endorsement with respect to written notice in the event of change, reduction, cancellation or non-renewal of the bond in substantially the form specified in Subsection 6(e) with respect to insurance policies. The Licensee will, in the event of any cancellation notice, obtain, pay all premiums for, and submit to the Town Clerk, a replacement bond within thirty (30) days following receipt of a notice of cancellation.

(f) If at any time during the term of the Final License the condition of the surety shall change in such manner as to render the bond unsatisfactory to the Issuing Authority, the Licensee will replace such bond with a bond of like amount and similarly conditioned, issued by a surety satisfactory to the Issuing Authority.

(g) An authorized representative of the surety will certify to the Issuing Authority within thirty-five (35) days after (i) the grant of the Final License and (ii) the post-construction performance bond is submitted to the Town Clerk, that the premium has been paid and the coverage described above is in force and effect, and the Licensee shall so certify to the Issuing Authority annually after the surety's certification described in clause (ii) above.

(h) The liability of the Licensee under this Final License Agreement will not be limited by the provisions of this Section 7, nor any bond submitted hereunder or damages recovered therefrom.

SECTION 8 - PROHIBITIONS RELATING TO TELEVISION SETS, ANTENNAS AND SIGNALS

(a) The Licensee will not engage directly or indirectly in the business of selling or repairing television or radio sets.

(b) The Licensee will not remove any television antenna of any subscriber but will, at cost, offer to him and maintain an adequate switching device to allow the subscriber to choose between cable and noncable reception.

(c) Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of subscribers, the Licensee will at least one month prior to such transposition notify its subscribers in writing of such transposition and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.

SECTION 9 - CUSTOMER SERVICE

(a) The Licensee's customer service policies will conform to the policies set forth in Exhibit C attached hereto.

(b) The Licensee will send notice annually to customers informing them of (i) the complaint procedure, (ii) all programming, rates and deposits, and (iii) procedures for parental lockout and connection of video cassette recorders to the CATV system.

(c) The Licensee's billing complaint resolution policies will comply with 207 CMR 10.00 as presently promulgated or hereafter amended and, as required thereunder, the Licensee, in consultation with the Issuing Authority, will establish procedures for prompt investigation of any billing complaint registered by a subscriber. In accordance with such procedures, subscribers will not be required to pay the disputed portion of a bill until

the earlier of (i) resolution of the dispute, or (ii) sixty (60) days after the billing date provided that the Licensee has complied with the billing complaint resolution procedures.

(d) The Licensee will not delay or deny service or use of CATV facilities or otherwise discriminate against customers or users on the basis of age, race, creed, religion, sex, handicap, national origin or marital status. The foregoing covenant is not intended to impact programming decisions by the Licensee.

(e) The Licensee will meet the following telephone and installation service standards during the term of the Final License:

1. All calls to the general information number during business hours will be answered by an operator; and
2. Once construction is completed and installation has been formally offered in all areas of the Town, 90% of all customer installations, except where a later date is requested by the customer, will be completed within twenty (20) working days after customer request.

(f) The Licensee will utilize best efforts to complete repairs to the satisfaction of the complainant within 24 hours of notice of complaint. If the Licensee fails to consistently complete repairs within 24 hours of notice of complaints, it will, in consultation with the CTAC, add additional staff or take other appropriate measures to restore its repair record to the above standard. Repairs not completed to the satisfaction of the complainant within 24 hours of notice of complaint despite the Licensee's best efforts or during extraordinary circumstances, such as power outages, will not be counted against the Licensee's repair record.

SECTION 10 - OPERATION AND MAINTENANCE OF SYSTEM

(a) The Licensee will maintain and operate a CATV system and render efficient service consistent with all applicable laws and regulations to subscribers during the term of the Final License. The construction, maintenance, installation and operation of the CATV system for which the Final License is granted will be done in conformance with the Massachusetts Electrical Code, the National Electrical Safety Code, the Massachusetts Utilities Underground Plant Damage Prevention System (Dig-Safe), the rules and regulations of the CATV Commission and the FCC as the same exist or as the same may be hereinafter changed or amended, all local building and zoning codes and land use restrictions and such additional requirements and procedures as are set forth in Exhibit B attached hereto. Further, the Licensee will install and maintain the wire, cable, fixtures and other equipment in such a manner as will not unduly or unlawfully interfere with any installation of the Town or any public utility serving the Town.

(b) The Licensee agrees to conform to the practices and procedures relating to system performance and proof-of-performance testing as set forth in Exhibit T attached hereto.

(c) The Licensee agrees to undertake the maintenance practices detailed in Exhibit D attached hereto.

(d) All structures and all lines, equipment and connections over, under and upon streets, sidewalks, alleys and public places of the Town, wherever situated or located, will at all times be kept and maintained in a safe and suitable condition, in good order and repair and in such a manner as will cause minimum interference with any installation of the Town, any public utility serving the Town and property owners who adjoin any of the streets, alleys or other public ways and places.

(e) The signal of any television or radio station carried on the CATV system will be carried without material degradation in quality within the limits set forth by the FCC. The CATV system will be operated and maintained so as to comply with the technical standards set forth in Subpart K of the FCC's rules and regulations as they apply to CATV systems.

(f) The Licensee will maintain a complete set of strand maps of the Town, which maps will be updated from time to time and which updates will be submitted to the Town annually, on which will be shown those areas in which cable facilities exist, the location of all streets and the location of all residences; and the Licensee will keep an updated copy of said strand maps open to inspection at its business office at all reasonable times requested by the Issuing Authority or the CTAC acting on the Issuing Authority's behalf. To facilitate the updating of the Licensee's copy of the strand maps, the Issuing Authority will provide the Licensee with a copy of all building permits issued after the effective date of the Final License.

(g) The Licensee will provide an emergency alert system for the use of properly authorized Town officials, as described in Exhibit E attached hereto. The emergency alert system will provide at a minimum a video and audio override of all channels.

(h) The Licensee will, upon the request of any person holding a building moving permit issued by the Town, temporarily raise or lower wires to permit the moving of the buildings. To the extent required by applicable law, the expense of such temporary removal or raising or lowering of wires will be paid by the Licensee. The Licensee will be given not less than seven (7) days' advance notice to arrange for such temporary wire changes.

(i) Construction, installation, operation and maintenance of the CATV system will be performed in an orderly and workmanlike manner, in accordance with then applicable technical standards. All cables and wires will be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations will be arranged in parallel and bundled with due respect for engineering considerations.

(j) In order to construct, operate and maintain a CATV system in the Town, the Licensee may (i) enter into contracts with any public utility companies or any other owner or lessee of any poles or underground areas located within or without the Town, (ii) obtain right of way permits from appropriate town, state, county or federal officials necessary to cross or otherwise use highways or roads under their respective jurisdiction, (iii) obtain permission from the Federal Aviation Administration to erect and maintain antennas, and (iv) obtain whatever other permits a town, state, county or federal agency may require.

(k) Any contractor proposed for work with respect to construction, installation, operation, maintenance or repair of CATV system equipment must be properly licensed under applicable laws of The Commonwealth of Massachusetts, if any, and all local ordinances. In addition, the Licensee will use its best efforts to hire persons locally for the operation and maintenance of CATV system equipment.

(l) The Licensee will provide standby power and status monitoring as described in Exhibit E attached hereto. Notwithstanding the provisions of Exhibit E the Licensee will (i) construct the CATV system with provision for standby power in the head-end and with standby capable power supplies, (ii)

provide standby power throughout the institutional network when requested by the Issuing Authority, and (iii) make provision for such status monitoring as it deems appropriate.

(m) The Licensee will maintain an annual log showing the date, approximate time and duration, type and probable cause of all CATV system outages, whole or partial, due to causes other than routine testing or maintenance. The entries in such log will be retained by the Licensee for one additional year and will be subject to inspection and copying by the Issuing Authority or its designee during the Licensee's regular business hours upon reasonable request.

(n) Except when there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt service for the purposes of repairing or testing the CATV system only during periods of minimum use. When the Licensee interrupts service for the purpose of upgrading the CATV system, such interruption will be conducted in such a manner as to minimize disruption of service to subscribers. In the event service to any subscribers is interrupted for twenty-four or more consecutive hours, the Licensee will grant such subscribers a pro rata credit or rebate.

(o) Radiation monitoring will be conducted by all maintenance technicians in accordance with the standards set by FCC. The results of said monitoring will be made available to the Town upon request.

SECTION 11 - ENGINEERING AND TECHNICAL STANDARDS

(a) The Licensee will construct and maintain a single trunk, single feeder, two-way capable, one-way addressable residential cable television communications system for the Town that will provide at least 450 MHz of bandwidth (the equivalent of 60 downstream and 4 upstream television broadcast channels) available for immediate or potential use. In addition, a separate 47 channel two-way interactive institutional network also will be constructed. Subject to applicable law, the residential (or subscriber) and institutional networks will conform to the specifications set forth in Exhibit F attached hereto.

(b) The CATV system will have a head-end, and will incorporate all necessary microwave reception equipment, satellite and terrestrial reception facilities, community television facilities and signal processing equipment as set forth in Exhibit G attached hereto. If the signal from the head-end is leased rather than owned by the Town or the Licensee, the terms of any signal lease agreement entered into by the Licensee are subject to approval by the Issuing Authority or the CTAC on its behalf, which approval will not be unreasonably withheld.

(c) The Licensee will construct, install, operate and maintain the CATV system in accordance with, but not be limited to, the following standards:

1. The CATV system will be spaced to permit a minimum of 450 MHz operation and will be capable of utilizing home terminals and other devices;

2. Consistent with the standards described in paragraph 3 below, the CATV system will utilize home terminals which will make the system adaptable for the development of future services as described in Exhibit H attached hereto; and
3. The Licensee will maintain the CATV system facilities in a manner which will continue to enable the system to add new services and associated equipment as they are developed, available, and proved marketable to subscribers. The new services and associated equipment will be added to the CATV system facilities when they are determined by the Licensee to be economically feasible, technically reliable and adaptable to the CATV system at a cost to the subscriber that is acceptable in the marketplace.

SECTION 12 - FREE INSTALLATIONS ON SUBSCRIBER AND INSTITUTIONAL NETWORKS

The Licensee will provide free drops, outlets and internal wiring for the subscriber and institutional networks for public schools, certain Town buildings, and other specified facilities in accordance with Exhibit I attached hereto. The Licensee will coordinate the precise location of each outlet and drop with the Issuing Authority or the CTAC on its behalf. The Licensee will provide basic service and channel capacity on the institutional network free of charge to the schools, buildings and facilities mentioned above.

SECTION 13 - COMMUNITY TELEVISION FACILITIES, EQUIPMENT, AND FUND

(a) The Licensee will provide a \$105,000 total equipment package, including \$20,000 earmarked for an equipment upgrade for the Belmont public schools, for the Town's access program in accordance with Exhibit J attached hereto. All equipment provided by the Licensee hereunder will be maintained and insured by the Licensee throughout the term of the Final License.

(b) The Licensee will provide, in accordance with Exhibit K attached hereto, an ongoing training program free of charge (except for course materials) for residents of the Town in the technical and programming skills of television cable production and in the use of cable equipment.

(c) Access to non-commercial community television equipment and facilities will be provided on a non-discriminatory basis free of charge to all residents of the Town, subject to the Licensee's procedures as set forth in Exhibit L attached hereto governing availability and use of the equipment and facilities.

(d) The Licensee will provide a facility and technical and financial support for community television in accordance with Exhibit M attached hereto.

(e) Beginning with the second year of the term of the Final License and continuing each year thereafter, the Licensee will provide \$60,000 per year to support production of local programming in accordance with Exhibit N attached hereto, \$5,000 of which will be allocated annually to the Belmont public schools for equipment upgrades.

#### SECTION 14 - ACCESS CHANNELS

(a) The Licensee will provide channel capacity reserved for at least five (5) channels for local nonautomated access programming as follows: two channels (one upstream and one downstream) for municipal access, one channel for educational access, one channel for leased access and one channel for public access. Leased access channels will be provided as required by the Cable Act. A minimum of one (1) local access channel will be provided at system start-up and additional channels will be made available upon the written request of the Issuing Authority or its designee if the following

conditions exist: during the prior six (6) months all previously activated access channels have been in use four of five weekdays, on average, and a minimum of five (5) consecutive hours on each of the four weekdays.

(b) The access channels described in subsection (a) above (except for leased access) will always be made available for non-commercial use with respect to downstream video programming appropriate to the particular channel free of charge when requested.

(c) For all the access channels except the leased access channel, the Issuing Authority, in consultation with the Licensee, will establish rules (i) regarding access programming, including rules prohibiting the presentation of lottery information and obscene or indecent matter (modeled after prohibitions found in FCC rules and regulations), (ii) permitting public inspection of a complete record of names and addresses of all persons or groups requesting access time, such record to be retained by the Licensee for a period of two years, and (iii) and plans as specified in the Cable Act.

(d) The Licensee will provide unused channel capacity as required by the Cable Act. Rules governing leased access will conform to the rules described in Exhibit O attached hereto. The initial rates for leased access time are set forth in Exhibit O. To the extent leased access channel operations take place on any channel other than the specifically designated leased access channel, the operations will be undertaken subject to displacement if there is a demand to use such other channel for its designated use or for use by the Licensee.

SECTION 15 - EQUAL TIME

If the Licensee permits any person who is a legally qualified candidate for any public office to employ the facilities of the CATV system or originate and disseminate political campaign material, it will afford equal opportunities to all other such candidates for the same office. The Licensee will provide reasonable opportunities for the use of system facilities to originate and disseminate any views concerning a controversial issue of public importance, and will afford reasonable opportunity for the presentation of contrary points of view. This Section is to be construed in accordance with applicable law.

SECTION 16 - SIGNAL CARRIAGE AND OTHER SERVICES

The Licensee will use its best efforts to provide at system start-up, as a minimum, those signals and services specified in Exhibit P attached hereto, subject to (a) federal and state legislation and (b) FCC rules and court decisions relating to control over signal carriage. The Licensee may at any time alter or modify programming and services, as long as the quality, mix and level is maintained, upon thirty (30) days' prior written notice to and consultation with the CTAC and the Issuing Authority.

SECTION 17 - RATES AND CHARGES

(a) In accordance with Section 15 of G.L. c.166A, the initial schedule of rates and charges, as contained in Exhibit Q attached hereto, is hereby requested by the Licensee. Any increase or decrease in rates and charges thereafter will be in conformance with the Cable Act, the rules and regulations of the CATV Commission and 207 CMR 6.00 et seq. The Licensee will inform the Issuing Authority of any proposed increase or decrease in rates and charges and will be available to explain such increase or decrease at the request of the Issuing Authority.

(b) The Licensee will file with the Issuing Authority sixty (60) days prior to start-up of the CATV system schedules which will describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee will file with the Issuing Authority all changes in rates or charges of any kind and all substantial changes in services and terms and conditions relating thereto thirty (30) days prior to implementing all such changes. No rates or charges will be effective except as they appear on a schedule so filed.

(c) A written schedule of all residential subscriber rates will be available upon request during business hours at the Licensee's business office. Nothing in this Final License Agreement will be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting subscribers, or the establishment of charges and rate schedules that may vary with volume or nature of usage or programs.

SECTION 18 - LINE EXTENSION POLICY/INSTALLATION OF SERVICE

(a) The Licensee will extend the CATV system to all newly developed areas of the Town at the Licensee's expense. Newly developed areas are defined as those areas which are serviced by the Belmont Municipal Light Department and/or the telephone company without cost to the developer or homeowner. For areas in which the Municipal Light Department and/or the telephone company charge for line extensions the Licensee will set its charges proportionately. The extension of the CATV system will be completed and operational within sixty (60) days of availability of public power and telephone service to the newly developed area provided, however, that the extension need not be constructed until (i) homeowners are residing in the newly developed area and (ii) the newly developed area is substantially

completed. The sixty (60) day period will commence on the date on which all public power and telephone cables and wires are in place and are capable of being energized and service could be instituted to the newly developed area. Where the Municipal Light Department and/or telephone company extension is into an underground wiring district, the CATV system extension will be underground. The Issuing Authority or its designee may grant exceptions to this provision in extraordinary or special circumstances beyond the control of the Licensee.

(b) Cable service will be provided at no extra installation cost to all residences located within 200 feet of the aerial distribution lines (located at the nearest street) or within 100 feet of underground distribution lines. Rates and charges for excess footage will be filed with the Issuing Authority pursuant to Subsection 17(b). In any such event, the Licensee will provide the applicant with an estimate in reasonable detail of such installation costs and obtain its acceptance thereof before any work is performed.

(c) The use of exposed (external) wiring is the standard method of wiring all buildings. Any extra cost incurred by the Licensee in providing concealed wiring requested by the service applicant will be borne by such applicant. In any such event, the Licensee will provide the applicant with an estimate in reasonable detail of such extraordinary costs and obtain the applicant's acceptance thereof before any work is performed.

(d) Where a special type of construction is required by a service applicant, or when conditions imposed by an applicant or the premises involved make the installation exceptionally costly, the extra costs incurred by the Licensee will be borne by the applicant. In any such event,

the Licensee will provide the applicant with an estimate in reasonable detail of such extraordinary costs and obtain the applicant's acceptance thereof before any work is performed.

(e) Any installation work for the Town as requested by the Issuing Authority, in addition to that originally agreed upon, will be charged to the Town at the Licensee's cost of labor and materials. In any such event, the Licensee will provide the Town with an estimate in reasonable detail of such extraordinary costs and obtain its acceptance thereof before any work is performed.

(f) For purposes of subsections (b) through (e) above, if the actual installation cost is less than the Licensee's estimate, the applicant or the Town, as the case may be, will be charged the lesser amount.

SECTION 19 - CABLE TELEVISION ADVISORY COMMITTEE

The Issuing Authority, at its discretion, may appoint or has appointed a cable television advisory committee subject to the Issuing Authority's ultimate authority and approval. It is understood that the CTAC has no direct authority over the Licensee, except such authority as is expressly delegated to the CTAC by the Issuing Authority. The CTAC will have such duties and responsibilities as are assigned to it by the Issuing Authority.

SECTION 20 - REPORTS

(a) The Licensee will furnish the following reports to the Issuing Authority with respect to the maintenance and operation of the CATV system:

1. A written annual financial report in accordance with the present or amended provisions of Section 8 of G.L. c.166A. Such report will be provided to the Town simultaneously with its submission to the CATV Commission;

2. A written quarterly report in accordance with the present or amended provisions of Section 10 of G.L. c.166A of the complaints of all persons received during the three (3) month period and the manner in which they have been met, including a copy of all complaints and the time required to make any necessary repairs or adjustments, provided such disclosure is permitted under the Cable Act;
3. Progress reports with respect to the construction of the CATV system, including the current areas of construction. The progress reports will be furnished at monthly intervals until construction is complete, the first report to be made within three (3) months after the award of the Final License by the Issuing Authority;
4. All reports required by the FCC including, but not limited to, annual proof of performance tests and results and Equal Employment Opportunity reports, and all petitions, applications and communications of all types submitted by the Licensee to the FCC, the Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction over any matter affecting operation of the CATV system, will be submitted to the Issuing Authority when filed with the appropriate commission or agency by delivery to the Town Clerk, who will advise interested Town departments of such filing;
5. The performance bond and written evidence of payment of the required premium, as required by Section 7 hereof, and all policies of insurance required pursuant to Section 6 hereof, or certified copies thereof, and written evidence of payment of the required premiums as required therein;

6. An annual report on programs and services offered by Licensee, including public, educational, government and leased access, and service plans for the future; and
7. Such additional reports, in the form prescribed by the Issuing Authority, with respect to the Licensee's operation, affairs, transactions or property, as are reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Town in connection with this Final License Agreement.

(b) The Licensee will furnish the following financial reports to the Issuing Authority annually:

1. An ownership report, indicating all persons, who at any time during the preceding year did control or benefit from an interest in the Final License of one percent (1%) or more; and
2. If appropriate, a report on the amount of stock issued, if any; the amount of additional cash paid in and the number and par value of shares outstanding; the amount and character of indebtedness, if any; and the dividends declared.

SECTION 21 - PAYMENT TO TOWN

The Licensee will pay to the Town an annual license fee equal to fifty cents per subscriber served or the maximum amount then permitted under G.L. c.166A, whichever is greater, but in no event in excess of the maximum permitted by federal law or the rules of the FCC. The annual payments of such license fee will be based upon the number of subscribers served as listed on the books of the Licensee as of December 31st of each year during the term of the Final License and will be payable on or before March 15th of

the following year. The Issuing Authority will have the right upon 48 hours' notice to inspect the subscriber books of the Licensee to verify the subscriber count upon which the payment of the annual fee is based.

SECTION 22 - PERFORMANCE EVALUATION

(a) The Issuing Authority and the Licensee will, at the discretion of the Issuing Authority, hold scheduled performance evaluation sessions annually. Annual evaluation sessions will be open to the public and announced in a newspaper of general circulation in accordance with public notice requirements. The Licensee will notify subscribers of all evaluation sessions by announcement on the designated local government channel on the CATV system between the hours of 11:00 a.m. and 9:00 p.m. for five (5) consecutive days preceding each session. Topics which may be discussed at any annual evaluation session include, but are not limited to, system performance, Licensee compliance with this Final License Agreement, customer service and complaint response, subscriber privacy, services provided, programming offered, penalties, applications of new technologies, judicial and FCC filings and line extensions.

(b) The Licensee will meet periodically with the CTAC, as reasonably requested by the CTAC, to discuss the topics described in subsection (a) above and other related topics. During review and evaluation by the Issuing Authority or the CTAC, as the case may be, the Licensee will cooperate fully with the Issuing Authority or the CTAC and will provide such information and documents as the Issuing Authority or the CTAC may reasonably need to perform its review.

SECTION 23 - LIQUIDATED DAMAGES

(a) The Licensee will be subject to liquidated damages specified below for failure to substantially complete (as defined in Subsection 4(b)) construction of the CATV system within nine (9) months after (i) issuance of the Final License or (ii) the date on which pole applications have been released by the telephone company and the Belmont Municipal Light Department, whichever is later. The Issuing Authority or its designee will notify the Licensee in writing of its failure to substantially complete construction within the period specified above and shall identify the date upon which such period ended (the "Determination Date"), after giving effect to any authorized delays for reasons beyond the control of the Licensee as described in Subsection 4(c). The Licensee will have ninety (90) days after the Determination Date in which to substantially complete construction without being subject to liquidated damages hereunder. On the ninety-first (91st) day after the Determination Date the Licensee will be subject to liquidated damages in the amount of five hundred dollars (\$500) per day from the first day after the Determination Date up to and including the date on which the Licensee substantially completes construction or the two hundred seventieth (270th) day after the Determination Date, whichever occurs first. On the two hundred seventy-first (271st) day after the Determination Date the Licensee will be subject to liquidated damages, in addition to those incurred pursuant to the preceding sentence, in the amount of one thousand dollars (\$1,000) per day up to and including the date on which the Licensee substantially completes construction of the CATV system.

(b) Liquidated damages incurred by the Licensee hereunder may be charged against the performance bond, paid in cash or deferred for a period of up to five years until sale of the CATV system pursuant to the Lease, at

the election of the Licensee; in the latter case, the damages will be added to the sale price in the event of purchase of the CATV system by the Licensee or subtracted from the sale price in the event of purchase by the Town.

(c) The collection by the Town of liquidated damages incurred by the Licensee hereunder will be in lieu of the Town's right to initiate revocation proceedings for failure by the Licensee to substantially complete construction within the period described in subsection (a) above. The Town may, in its sole discretion, reduce or waive the penalties listed above.

(d) Any dispute arising out of the provision for liquidated damages in this Section 23 will be referred to an independent expert in the cable television industry as described in Subsection 27(a).

#### SECTION 24 - LICENSE MODIFICATION AND INCORPORATION OF LAWS AND REGULATIONS

Any modification of the rules of the FCC relating to license standards will be incorporated into this Final License Agreement within one year of adoption of the modification, or at such other time as prescribed by the requirements of the applicable regulatory authority, or at the time of renewal of the Final License, whichever occurs first. All conditions and requirements of G.L. c.166A, 207 CMR and the rules and regulations of the FCC and the CATV Commission are incorporated herein by reference to the extent not enunciated herein.

#### SECTION 25 - TRANSFER AND ASSIGNMENT

(a) The Final License or control thereof may not be transferred or assigned without the prior written consent of the Issuing Authority, which consent will not be unreasonably withheld. For purposes of this Section 25, it will not be deemed unreasonable for the Issuing Authority to withhold its consent to a transfer or assignment of the Final License or control thereof

if it reasonably determines that the proposed transferee or assignee, as the case may be, is unable or unwilling to perform the obligations of the Licensee hereunder. The consent of the Issuing Authority will be given only after a hearing upon written application therefor on forms prescribed by the CATV Commission. The application for consent to a transfer or assignment will be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority will be submitted with the application. The consent of the Issuing Authority to a transfer or assignment of the Final License before the CATV system is substantially complete (as defined in Subsection 4(b)) will not be given if the consideration being paid in the proposed transaction includes a substantial payment for the Final License. Procedures to implement a transfer or assignment of the Final License or control thereof will comply with the procedures described in 207 CMR 4.00 et seq. or any successor provisions. While the Lease is in effect, the Licensee will not transfer or assign the Final License unless the Licensee, as Lessee under the Lease, concurrently transfers or assigns its rights, obligations and interests in the Lease to the same transferee or assignee in accordance with paragraph 16 of the Lease.

(b) No mortgage or pledge of the CATV system or any part thereof will be deemed to be an assignment of the Final License.

SECTION 26 - REVOCATION OF LICENSE

The Final License may be revoked to the extent permitted by the present or amended provisions of Section 11 of G.L. c.166A, or any successor provision.

SECTION 27 - 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 material provision of this Final License Agreement, except as excused by a force majeure (as defined in Section 37 hereof), the Issuing Authority or its designee will notify the Licensee in writing of the provision or provisions which the Issuing Authority believes have been breached and will (i) while the Lease is in effect, include in the notice to the Licensee its intent to refer the matter to an independent expert in the cable television industry, or (ii) after the Lease terminates or expires, schedule a public hearing no sooner than twenty-one (21) days after written notice to the Licensee. While the Lease is in effect, if the Licensee and the Issuing Authority or its designee cannot agree on an independent expert in the cable television industry within seven (7) days after the Issuing Authority has given notice to the Licensee of its intent to so refer the matter, each party will select an independent expert within fourteen (14) days from the notice. The two experts will select a third independent expert within seven (7) days from their appointment. Within fourteen (14) days from the appointment of the third expert, or such longer period as is mutually agreed to by the Licensee and the Issuing Authority, the three experts (by majority vote) will determine, after a hearing, whether the Licensee is in default of any material provision of this Final License Agreement as set forth in the notice of default. During the period after the Lease has terminated or expired, the Issuing Authority will, within thirty (30) days after the public hearing, determine whether the Licensee is in default of any provision of this Final License Agreement as set forth in the notice of default. The experts or the Issuing

Authority, as the case may be, will submit written findings of fact supporting the determination which will be binding on the Issuing Authority and the Licensee.

(b) If the experts or the Issuing Authority, as the case may be, determine, after the hearing, that the Licensee is in default of a material provision of this Final License Agreement, the Licensee will have thirty (30) days from the date of determination to cure the default 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 the default and diligently continue such efforts until said default is cured, but in no event will the Licensee be given more than ninety (90) days to cure the default unless consent is given by the Issuing Authority in its sole discretion. Notwithstanding the cure periods described in the preceding sentence, if by reason of force majeure (as defined in Section 37 hereof) the Licensee is unable to cure the default within the appropriate time period, the Licensee will have an additional number of days to cure the default equal to the number of days in which the Licensee was unable to continue curative efforts by reason of force majeure. The Licensee will report to the Issuing Authority in writing at thirty (30) day intervals with respect to the Licensee's efforts and the steps taken to cure the default until such default is cured. Notwithstanding the foregoing, the Licensee will be deemed to have waived the cure provisions of this subsection (b) for repeated or continuous violations of provisions of this Final License Agreement for which notice of default previously has been given. The phrase "repeated or continuous violations" will be construed to apply to continuous or repeated violations of different provisions of this Final License Agreement.

(c) In the event the Licensee fails to cure the default or to take reasonable steps to cure the default within the thirty (30) day period described in subsection (b) above, or is deemed to have waived the cure provisions described therein, the Issuing Authority or its designee may pursue either of the following remedies:

1. foreclose on all or any part of the performance bond provided, however, the foreclosure will be in such amount as the Issuing Authority reasonably determines is necessary to remedy the default;
- or
2. declare the Final License to be revoked subject to Section 26 hereof.

Notwithstanding the above provisions for a hearing by cable experts or a public hearing, the Issuing Authority may elect at any time to commence an action at law for monetary damages or to seek specific performance of any provision which reasonably lends itself to such remedy as an alternative to damages.

(d) In any hearing held pursuant to subsection (a) above, the Licensee will have the right to be represented by counsel, present oral and documentary testimony, cross-examine witnesses under oath and obtain a decision based solely upon the hearing record.

(e) The rights granted hereunder will be in addition to and not in derogation of any other rights granted by law.

#### SECTION 28 - RENEWAL

The Final License may, after a public hearing thereon, be renewed in accordance with the present or amended provisions of Section 13 of G.L. c.166A, the CATV Commission regulations, the procedures detailed in 207 CMR 8.00 et seq. and the Cable Act. The Licensee and the Issuing Authority

acknowledge that pursuant to the Cable Act the Issuing Authority is not obligated to renew the Final License under the terms upon which it is initially granted and that at the time of renewal thereof the terms may be renegotiated.

SECTION 29 - AMENDMENTS

Any amendments to the Final License and amendment procedures will be in full conformity with 207 CMR 5.00 et. seq.

In the event and at such time as an appropriate federal or state legislative body or regulatory agency amends or promulgates new rules and regulations affording the Issuing Authority the right to petition an appropriate regulatory agency as an aggrieved party, or the rules and regulations of federal or state regulatory agencies are amended to permit either the Issuing Authority or the Licensee to petition an appropriate regulatory agency for a ruling amending the Final License in the event the parties hereto cannot agree, then such amendment to the appropriate regulatory agency's rules and regulations will be immediately incorporated herein and made a part hereof.

SECTION 30 - PRIVACY

The Licensee will abide by the privacy provisions contained in Exhibit R attached hereto.

SECTION 31 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee will be an equal employment opportunity employer and pursuant to the applicable rules and regulations of the FCC will file an equal employment opportunity program with the FCC. The Licensee will not discriminate against any person in its solicitation, service or access activities on the basis of race, color, creed, religion, ancestry, national

origin, sex, disability, marital status, age, or status with regard to public assistance. The Licensee will follow the equal employment policies set forth in Exhibit S attached hereto.

SECTION 32 - INCORPORATION OF APPLICATION

This License Agreement incorporates all material elements not inconsistent with the terms hereof of the Licensee's Application to construct and operate a cable television system in the Town.

SECTION 33 - SEVERABILITY

If any section, paragraph, term or provision of this Final License Agreement is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction thereof, such determination will have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Final License and any renewal or renewals thereof.

SECTION 34 - SUBSEQUENT ACTION BY THE STATE OR FEDERAL AUTHORITIES

Should The Commonwealth of Massachusetts, the Congress or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any of the provisions of this Final License Agreement, or if such body, through legislation, rule or regulation pre-empts any of the provisions herein, the Licensee will so notify the Issuing Authority and the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected and that modification thereof will not create any inconsistency with or have any impact upon the enforceability of the Lease, modify any of the provisions herein to reflect such governmental action.

SECTION 35 - IMPAIRMENT

To the extent that any Town by-law, ordinance or regulation hereafter enacted or promulgated affects in any way the Licensee's obligations under this Final License Agreement, nothing herein will be construed to limit the Licensee's right to contest such by-law, ordinance or regulation on any ground including, without limitation, the ground that the by-law, ordinance or regulation constitutes an unauthorized impairment of the Licensee's rights under this Final License Agreement.

SECTION 36 - NOTICE

Any notice to the Issuing Authority or the Licensee under this Final License Agreement must be in writing (whether or not so specified elsewhere in this Final License Agreement) and will be deemed duly given to the Issuing Authority if mailed by registered or certified mail, return receipt requested, to the Board of Selectmen, Town of Belmont, Belmont Town Hall, Belmont, MA 02178, or if addressed to the attention of the Board of Selectmen and delivered to the offices of the Board of Selectmen at that address or to the Licensee if mailed by registered or certified mail, return receipt requested, to Nashoba Communications of Belmont Limited Partnership, 190 Littleton Road, Westford, MA 01886, or if addressed to the Licensee and delivered at that address or, in either case, if the addressee has given notice of a new address to the other party. Mailed notice will be deemed to have been given three (3) days (other than Saturdays, Sundays and holidays) after it was mailed. Notice delivered other than by mail will be deemed to have been given when delivered. Notwithstanding the foregoing, notice of a change of address will be deemed given five (5) days after receipt.

SECTION 37 - 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 will not be deemed in default during the continuance of such inability. The term "force majeure" as used herein will mean the following: acts of God; acts of public enemies; orders of the United States and its agencies; orders of the Town or the Commonwealth of Massachusetts and its agencies; insurrections; riots; strikes (other than strikes by the Licensee's employees, agents or Affiliates); partial or entire failure of the utility companies serving the Town; fires; storms; explosions; epidemics; landslides; earthquakes; hurricanes; floods; or any other cause or event not reasonably within the control of the disabled party.

SECTION 38 - SUCCESSORS AND ASSIGNS

All the provisions of this Final License Agreement will apply to the Licensee and its successors and assigns.

SECTION 39 - RIGHTS CUMULATIVE

The rights and remedies reserved to the parties by this Final License Agreement are cumulative and will be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of this Final License Agreement, and a waiver thereof at any time will not affect any other time.

SECTION 40 - RIGHT TO INTERVENE

The Issuing Authority hereby reserves to itself, and the Licensee hereby grants to the Issuing Authority, the right to intervene in any action or preceding involving any provisions of this Final License Agreement.

NASHOBA COMMUNICATIONS OF BELMONT  
LIMITED PARTNERSHIP

By: \_\_\_\_\_  
General Partner

By: \_\_\_\_\_  
General Partner

TOWN OF BELMONT

By: \_\_\_\_\_  
Selectman

By: \_\_\_\_\_  
Selectman

Approved as to Form:

By: \_\_\_\_\_  
Selectman

\_\_\_\_\_  
Belmont Town Counsel

Dated: \_\_\_\_\_, 1989

SECTION 40 - RIGHT TO INTERVENE

The Issuing Authority hereby reserves to itself, and the Licensee hereby grants to the Issuing Authority, the right to intervene in any action or preceding involving any provisions of this Final License Agreement.

NASHOBA COMMUNICATIONS OF BELMONT  
LIMITED PARTNERSHIP

By: Alan S. Davis  
General Partner

By: [Signature]  
General Partner

TOWN OF BELMONT

By: William P. Stouffer  
Selectman

By: Matthew A. Havelking  
Selectman

By: Russ M. Paulsen  
Selectman

Approved as to Form:

[Signature]  
Belmont Town Counsel

Dated: October 2, 1989