RENEWAL

CABLE TELEVISION LICENSE

FOR

THE TOWN OF NANTUCKET,

MASSACHUSETTS

October 14, 2009

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NANTUCKET RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Nantucket, Massachusetts (hereinafter the "Town"), said license having commenced on March 26, 1997;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated April 8, 2004 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated October 24, 2006;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with the Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, or non-profit entity, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

(b) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals.

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Nantucket, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common

carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(e) Cable Division – shall mean the Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

(f) Cable Service – means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(g) Drop – means the coaxial or other cable that connects a home or building to the feeder cable of the Subscriber Network or Video Return Line.

(h) Effective Date – shall mean October 14, 2009.

(i) FCC – means the Federal Communications Commission or any successor governmental entity.

(j) Franchise Fee – means the payments to be made by the Licensee to the Issuing Authority, the Town of Nantucket and or any other governmental subdivision, such as an Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Gross Annual Revenues – means the revenue received by the Licensee from the operation of the Cable System in the Town of Nantucket to provide Cable Services, calculated in accordance with Generally Accepted Accounting Principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Annual Revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority and collected by the Licensee on behalf of such entity.

(l) Issuing Authority – means the Board of Selectmen of the Town of Nantucket, Massachusetts, or the lawful designee thereof.

(m) Licensee – means Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(n) License Fee – means the payments to be made by the Licensee to the Issuing Authority, the Town of Nantucket and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(o) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(p) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(q) Person – means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(r) Public Buildings – means those buildings owned or leased by the Issuing Authority for government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(s) Public, Educational and Governmental Access Channel – means a video channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not "home schools," community colleges, and universities, as well as the Issuing Authority.

(t) Public, Educational and Government (PEG) Access Programming – means programming produced by any Nantucket residents or organizations, schools and government

entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(u) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Nantucket, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Nantucket for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(w) Renewal License or License - means this Agreement and any amendments or modifications in accordance with the terms herein.

(x) Standard Installation – means the standard one hundred twenty-five foot (125') Drop connection to the existing distribution system.

(y) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with the Licensee's express permission.

(z) Subscriber Network – means the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(aa) Town – means the Town of Nantucket, Massachusetts.

(bb) Video Programming or Programming – means the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(cc) Video Return Line(s) - The dedicated, separate video return lines providing upstream capacity for Video Programming from specific sites within the Town to the hubsite, where the signal is then switched to the appropriate Downstream channel.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act, the Issuing Authority hereby grants a non-exclusive Renewal License to Licensee authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Nantucket. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on October 14, 2009 and shall terminate at midnight on October 13, 2019.

SECTION 2.3 – POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and

ways, provided that the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL

(a) In accordance with the provisions of federal law, M.G.L.c. 166A, §13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall: (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (B) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, the Licensee, or this License; or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses to other Cable Service providers within the Town for the right to use and occupy the Public Ways or streets within the Issuing Authority's jurisdiction. If any such additional or competitive license is granted by the Issuing Authority which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or

conditions than this Renewal License, including, but not limited to: franchise fees; payment schedules; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches, the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall notify Licensee of such application pursuant to this License within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on equivalent terms and conditions as those contained in this Renewal License.

(d) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L.c. 166A and applicable regulations promulgated there under.

(e) In the event that the Licensee believes that any additional license(s) has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from the Licensee. 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 such additional 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.

(f) Should the Licensee demonstrate that any such additional license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License within a reasonable time.

(g) In the event that the Licensee demonstrates that an existing or future Cable Service provider in the Town has been provided relief by the Issuing Authority from any obligation of its license, then the Licensee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. License shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Issuing Authority from any obligation of its cable television license. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

(h) In the event that Cable Services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor other than the Licensee, which is not in any way an affiliate of the Licensee, and such Person(s)or Multichannel Video Programming Distributor is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Cable Services by such Person(s) or Multichannel Video Programming Distributor is having a negative financial impact upon the Licensee's Cable System operations in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Licensee.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its

determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.

(ii) Should the Licensee demonstrate that the Cable Service(s) of such Person(s) is having a negative financial impact upon the Licensee's Cable System operations in the Town, the Issuing Authority shall make equitable amendments to this Renewal License.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 – AREA TO BE SERVED

(a) The Licensee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile, providing however, that such dwelling units are within one (1) mile of the existing Cable System, which will not include any service to Tuckernuck Island or Muskeget Island and the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five feet (125') of the Licensee's Distribution Cable. For non-Standard Installations the Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred twenty-five feet (125 ft.) aerial of the Distribution Cable shall be entitled to a Standard Installation rate. Installations of more than one hundred twenty-five feet (125 ft.) aerial or any underground installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(c) Provided 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 and developers give timely written notice of trenching and underground construction to the Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in Town are underground, the Licensee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality, (2) the Licensee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies from the Town and (3) Licensee reserves the right to externalize any such costs pursuant to applicable law. In any area of Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Licensee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.3 – SUBSCRIBER NETWORK CABLE DROPS

(a) The Licensee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

(b) Licensee shall provide one (1) Standard Installation, Drop, Outlet and Basic Cable Service at no charge to all new Public Buildings and other Town owned Public Buildings, along the Distribution Cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of the Licensee to determine the appropriate location for each Outlet prior to requesting that the Licensee install the free service.

(c) Nothing in this Section shall require the Licensee to move existing Drops or Outlets, as listed in **Exhibit A**, or install an additional Drop or Outlet to any municipal or Town owned or leased Public Building which already has a free Drop or Outlet.

(d) Licensee shall not be responsible for the internal wiring of any Public Building beyond that necessary to install the Drop and outlet as provided in Section 3.3(b).

SECTION 3.4 – PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) and regulations governing Subscribers' capability to control the reception of any channels being received on their television sets.

SECTION 3.5 – EMERGENCY ALERT SYSTEM

The Licensee shall adhere to the emergency notification standards as established by the Federal Communications Commission and, if applicable and adopted in final form, the Licensee shall comply with mandatory regulations of Massachusetts Emergency Management Agency (MEMA), subject to said compliance with MEMA regulations not causing non-compliance with federal law.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 – SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Issuing Authority, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

SECTION 4.2 – REPAIRS AND RESTORATION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible 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 the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to the Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Licensee shall install its Cable System underground provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Renewal License such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Licensee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee

for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way.

(c) Provided 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, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) Nothing in this Section shall be construed to require Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 – TREE TRIMMING

The Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with applicable state law and any Town bylaws/ordinances and regulations.

SECTION 4.5 – PLANT MAPS

The Licensee shall maintain a complete set of plant maps of the Town, which will show those areas in which its facilities exist. The plant maps will be retained at Licensee's primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

SECTION 4.6 – BUILDING MOVES

(a) In accordance with applicable laws, the Licensee shall, at its sole expense, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 – DIG SAFE

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

SECTION 4.8 – DISCONNECTION AND RELOCATION

(a) The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, 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 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.

(b) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 – EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or

equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of the Licensee, any Cable Service, program or signal transmitted over the Cable System by the Licensee.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

The Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, the Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Licensee.

(b) Licensee shall comply with 76.309(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee, if any, and allow the use of remotes. The Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with federal law.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of channel capacity for Public, Educational and Governmental ("PEG") access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG access use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall designate capacity on one (1) channel for a PEG Access Channel to be used for public video programming provided by the Issuing Authority or its designee, educational access video programming provided by the Issuing Authority or its designated educational institution(s), and governmental video programming provided by the Issuing Authority. A Public, Educational and Governmental Access Channel may not be used to cablecast for-profit or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (c) below.

(c) In the event the Issuing Authority or other PEG Access User elects not to fully program its Channel(s) with original PEG Access Programming, Licensee may reclaim any unused time on those channels.

(d) On or before the third (3rd) anniversary of the License Effective Date the Issuing Authority may request in writing additional PEG capacity, not to exceed a total of one (1) channel so long as a threshold use requirement is met for each of the existing PEG access channels designated above. In order to request additional PEG capacity, the existing PEG Access Channels must be programmed continuously with locally produced, non-duplicated, non-character generated, programming for eight (8) hours per day, six (6) days per week during the available cablecast hours for the previous nine (9) months. The Issuing Authority must also show that there is a need for an additional Access Channel in order to provide additional programming for the benefit of Subscribers during available cablecast hours. For purposes of this Sections "available cablecast hours" shall mean the hours between 8:00 am to 10:00 pm.

(i) The Issuing Authority must provide Licensee with written, detailed documentation to verify such existing programming, including, but not limited to, program logs that list (i) program titles, (ii) length of program and (iii) whether the program is original first run or repeat.

(ii) In the notification to the Licensee, the Issuing Authority shall state, in good faith, that such an Access Channel (i) will be substantially programmed with non-duplicated, locally produced, non-character generated programming; and (ii) is necessary to accomplish the stated Access Programming goals of the Town. Such Access Channel will not be used simply to repeat Access Programming that is already carried on the existing Access Channels, but will be used to carry substantially new locally produced Access Programming. The Issuing Authority agrees that such additional Access Channel shall not be utilized solely to carry character-generated messages; provided, however, that the Town may use said additional Access Channel to carry character-generated messages along with other new locally produced Access Programming.

(iii) The Licensee shall make the additional channel available to the Issuing Authority within twelve (12) months of the written notice described above. If channel space is not available, then the parties shall meet to discuss a reasonable timetable for making such additional Access Channel available to the Issuing Authority, said timetable not to exceed twenty four (24) months from the date of the written notice from the Issuing Authority. The Licensee reserves the right to reclaim any unused Access Channel.

SECTION 6.2 - PEG ACCESS PROVIDER

Beginning on the Effective Date, the Access Provider shall provide services to PEG Access Users and the Town as follows:

(1) Schedule, operate and program the PEG Access Channel(s) provided in accordance with Section 6.1 above;

(2) Manage the annual funding, pursuant to Section 6.6 below;

(3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.6 below;

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

(5) Provide technical assistance and production services to PEG Access Users;

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

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

(8) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and

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

SECTION 6.3 – VIDEO RETURN LINE

(a) The cost of the Video Return Line(s) will be billed in advance to the Issuing Authority and paid to the Licensee prior to construction. Upon written notice from the Issuing Authority to the Licensee, the Licensee shall construct a one-way Video Return Line from its headend and/or hubsite to the Nantucket Town and County Building, 16 Broad Street, for the purpose of allowing origination of PEG video programming. The PEG video programming will travel over the Video Return Line to the headend where it will be switched to the downstream PEG channel. The Licensee shall have twelve (12) months from the date it receives payment for said construction from the Issuing Authority to complete construction and activation of the Video Return Line, subject to force majeure.

(b) Licensee shall continue to provide and maintain, at no cost, one (1) activated Outlet at Nantucket High School, 10 Surfside Drive. In the event the Issuing Authority identifies a new municipal or public building to be connected to a video return line, the Issuing Authority shall pay the Licensee for all costs of construction of said video return line including a reasonable return on investment. The Licensee shall discuss the location of each Outlet with the appropriate officials in each building, prior to the installation of such Outlet. The Issuing Authority shall designate such officials in writing to the Licensee.

(c) The Video Return Line shall continue to be interconnected with the Subscriber Network at the headend. All remote video return line signals to be interconnected to a Downstream Access Channel shall be sent on an Upstream Channel to the headend.

(d) The Licensee shall continue to have the sole responsibility for maintaining the Video Return Line for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the video return line in accordance with 47 CFR §76.601.

SECTION 6.4 - PEG ACCESS CABLECASTING

(a) In order that PEG access Programming can be cablecast over Licensee's downstream PEG Access Channel, all PEG access Programming shall be modulated, then transmitted from an origination location listed in **Exhibit C**, in accordance with Section 6.3 above, to Licensee-owned headend or hub-site on a Licensee-owned upstream channel made available, without charge, to the Town for its use. At Licensee-owned headend, said PEG access Programming shall be retransmitted in the downstream direction on one Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) Licensee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming from the locations listed in **Exhibit C** to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio and/or video signal processing equipment. The Town and/or PEG access provider shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. The demarcation point between Licensee's equipment and the Town's or PEG access provider's equipment shall be at the output of the Town's and/or the PEG access provider's modulator(s) at any of the origination locations in **Exhibit C**.

SECTION 6.5 – PEG ACCESS PROVIDER

No later than the Effective Date, the Issuing Authority shall identify an Access Provider to operate PEG access.

SECTION 6.6 – PEG ACCESS SUPPORT

(a) Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG Access purposes, an amount equal to three percent (3.0 %) of Gross Annual Revenue, as defined herein, less applicable state and local License Fees. This Franchise Fee shall be used for salaries,

operating and other expenses related to PEG Access Programming operations, equipment and/or facilities. Said Franchise Fee payments shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment pursuant to Section 6.4(b) shall be made on February 15, 2010 for the period of thirty (30) days after the Effective Date through December 31, 2009. Quarterly thereafter, Licensee shall provide Franchise Fee payments each February 15th, May 15th, August 15th and November 15th based on revenues from the previous calendar quarter. The final payment shall be made on February 15, 2020 for the period of October 1, 2019 through October 13, 2019.

(b) No later than one hundred twenty (120) days after the Effective Date of this Renewal License, Licensee shall make a one-time advance payment to the Issuing Authority or its designee of Eighty Thousand Dollars ($80,000), to be deducted equally from the following four quarterly franchise fee payments Twenty Thousand Dollars ($20,000) per quarterly payment, pursuant to Section 6.2(b).

SECTION 6.7 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access Channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

SECTION 6.8 – INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a license is issued by the Issuing Authority to a competing licensee, the competing licensee may not connect its system to Licensee's current system for purposes of obtaining PEG Access Programming from the Licensee's PEG Access Channels without the prior written consent of Licensee, which shall not be unreasonably withheld.

SECTION 6.9 – REPORT OF DISBURSEMENTS

(a) Annually, on or before February 15th, the Issuing Authority, or its designee, shall, in response to a request by the Licensee, submit to the Licensee a written report showing actual disbursements made of the funds provided by the Licensee on behalf of the access corporation, pursuant to Article 6 herein.

(b) Said report shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG access facilities.

(c) If upon review of the report, the Licensee finds that any use of the funds by the access provider have been inappropriately related to PEG access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree that funds have not been used appropriately, the Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG access support and or PEG access capital payments, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of the funds.

(e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing Authority disagrees with the Licensee, regarding the inappropriate use of funds, the matter may be referred to the Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

SECTION 6.10 - PEG ACCESS CHANNEL QUALITY AND MAINTENANCE

The Licensee shall monitor the PEG Access Channel for technical quality and shall ensure that they are maintained at FCC standards provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control.

SECTION 6.11 - CENSORSHIP

Neither the Licensee, nor the Town and/or its designee(s) shall 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. Subject to Section 611(e) of the Communications Act (47 U.S.C. § 531(e)), the Licensee shall comply with applicable federal laws restricting censorship or control of the content of PEG Access programming over the Cable System.

SECTION 6.12 - LEASED ACCESS

The Licensee shall comply with Section 612 of the Communications Act (47 U.S.C. § 532) with respect to designating channel capacity for commercial use.

ARTICLE 7

LICENSE FEES

SECTION 7.1 - LICENSE FEES

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents ($.50) per Subscriber, but not less than Two Hundred Fifty Dollars ($250) annually.

(b) In accordance with Section 622(b) of the Cable Act, 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 also include (i) the PEG Access Annual Support (Section 6.6) and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) interest due herein to the Issuing Authority because of late payments; and (ii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

SECTION 7.2 - 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 Licensee 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 which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no

such taxes, fees or charges of general applicability shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, as amended from time to time, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

SECTION 7.3 - LATE PAYMENT

(a) In the event that the License Fees herein required are not tendered to the Town on or before the dates required by this Article 7 or applicable law, interest due on such fee payment shall accrue from the date due at the Prime Rate. Any payments to the Town pursuant to this Section 7.3 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 Sections 622(g)(1) and (2)(A-E) of the Cable Act.

(b) In the event that payments required to be made herein, including but not limited to the PEG Access Support fee (Section 6.6), and the License Fee (Section 7.1) are not tendered on or before the dates set forth in this License for such payments, then interest shall accrue from the due date until the date paid at the Prime Rate.

SECTION 7.4 - RECOMPUTATION

(a) Tender or acceptance of any payment, including any payment of a License Fee or any payment required in Article 6 of this Renewal License 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 Article 6 or Article 7. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, and shall occur in no event later than one (1) year after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written 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 payments, the Issuing Authority may conduct an audit of such payments.

(c) 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 interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Town and/or its designee(s), without interest charges of any kind.

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 the Town of Nantucket.

SECTION 7.6 - METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and provided to the Issuing Authority, unless the Licensee is otherwise notified in writing by the Issuing Authority.

ARTICLE 8

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 8.1 - CUSTOMER SERVICE

The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

SECTION 8.2 – CONSUMER COMPLAINT PROCEDURES

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Cable Division and/or with the Issuing Authority. The Issuing Authority and the Cable Division shall be notified by the Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 8.3 – SERVICE INTERRUPTIONS

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 8.4 – SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 8.5 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

(b) The Licensee shall comply with all privacy provisions contained in this Article 8 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 this policy.

SECTION 8.6 - MONITORING

Neither the Licensee nor its designee nor the Town nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any 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, unless otherwise required by applicable law, 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, 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 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. 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.

SECTION 8.7 - POLLING

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 8.8 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this License, the Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by the Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information. The Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Licensee to competitively sensitive. In the event that the Issuing Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information the Licensee has designated as confidential, trade secret or proprietary, the Issuing Authority shall notify Licensee of such request and cooperate with Licensee in opposing such request.

SECTION 8.9 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Licensee.

SECTION 8.10 - BUSINESS OFFICE

The Licensee shall maintain a full-time payment center in the Town for the purpose of accepting payments and distributing and receiving equipment. The Licensee, at its sole discretion, may upon notice to the Issuing Authority provide a third (3rd) party payment center in lieu of a full-time payment center.

SECTION 8.11 - TELEPHONE ACCESS

(a) The Licensee's Call Center shall have a publicly listed toll-free telephone number for its Nantucket Subscribers, unless required otherwise to be a local telephone number or connection by applicable law.

(b) Pursuant to 47 C.F.R. §76.309(c)(1)(B), 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 percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(c) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer call centers are open for business, measured on a quarterly basis, under Normal Operating Conditions.

(d) The Licensee shall 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.

SECTION 8.12 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s) to Nantucket residents who request Service within seven (7) business days of said request, provided that said request is for a standard aerial installation pursuant to Section 4.1(b) supra.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice as to whether said installation visit or service call will occur in the appointed morning, afternoon or, if applicable, evening time blocks. In the event that the Licensee misses a scheduled service visit, the Licensee shall make best efforts to provide the Subscriber or customer with a priority service call.

(c) A Subscriber Complaint or request for service received after Normal Business Hours, shall be responded to the next business day.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours to address (i) any emergency situations, (ii) a number of similar Complaint calls; and/or (iii) a number of calls coming from the same area.

(e) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within a one hour timeframe, 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 fifteen (15) days of receiving a request from a Subscriber to do so.

SECTION 8.13 - MINIMUM SUBSCRIBER INFORMATION

In accordance with applicable law, Licensee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales materials shall clearly disclose the price and other information concerning Licensee's lowest cost Basic Broadcast Service. Such information shall include but not be limited to the following:

(a) All services and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning the utilization of video cassette recorders (VCR's) with cable services(s), including the cost for hooking up VCRs so that they function as manufactured, and any other associated VCR costs or charges.

(d) Written information special equipment such as VCR concerning the availability of kits, A/B switches, and lockboxes and all other equipment notifications contained in 207 CMR 10.00et seq.

(e) Written information concerning privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service

SECTION 8.14 - BILLING AND TERMINATION PROCEDURES

Licensee will comply with the regulations of the Cable Division, 207 CMR 10.00 et seq., as those regulations may be amended from time to time, and will inform all prospective subscribers of complete information about billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service.

SECTION 8.15 - VOLUNTARY DISCONNECTION OF SERVICE

Pursuant to applicable law, Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to

return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate.

SECTION 8.16 - BILLING DISPUTES

In accordance with applicable law, in the event of a bona fide billing dispute, Licensee will make best efforts to resolve each dispute within fifteen (15) working days of receiving notification from the subscriber. The subscriber's shall be responsible for paying only that-portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the subscriber for failure to pay bona fide disputed bills, or portions thereof, upon notice of said dispute.

SECTION 8.17 - 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 8.18 - DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) In accordance with applicable law, the Licensee and its agents and/or employees shall not disclose personally identifiable information concerning any Subscriber without 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 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 8.19 – INFORMATION WITH RESPECT TO VIEWING HABITS

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits of any individual Subscriber

SECTION 8.20 - SUBSCRIBERS RIGHT TO INSPECT AND VERIFY INFORMATION

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

(b) A Subscriber may obtain from Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by Licensee. 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 Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

ARTICLE 9

PRICES AND CHARGES

SECTION 9.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

ARTICLE 10

REGULATORY OVERSIGHT

SECTION 10.1 - INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

SECTION 10.2 - INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, the Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars ($1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars ($5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars ($1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 10.3 – PERFORMANCE BOND

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(f) a performance bond in the amount of Twenty-five Thousand Dollars ($25,000) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

(1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of M.G.L.c. 166A, § 5(a), (m) and (n);

(2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);

(3) the indemnity of the Town in accordance with M.G.L.c. 166A, § 5(b); and

(4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f).

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing

Authority's prior written consent. The Issuing Authority shall not unreasonably withhold its consent.

SECTION 10.4 - PERFORMANCE EVALUATION SESSIONS

(a) The Issuing Authority may hold a performance evaluation hearing within thirty (30) days of each anniversary of the Execution Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License.

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

(c) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If any potential non-compliance issues are raised by the Issuing Authority, the Licensee shall have the opportunity to respond in accordance with Section 10.9.

SECTION 10.5 - REPORTS

(a) The Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 10.6 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 10.7 – REVOCATION OF LICENSE

The License issued hereunder may, after due written notice and hearing, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L.c. 166A, § 4;

(b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in M.G.L.c. 166A, § 5(j);

(d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein;

(f) For repeated failure to comply with the material terms and conditions herein requires by this M.G.L.c. 166A, § 5; and

(g) For failure to complete construction in accordance with the provisions of the Renewal License.

SECTION 10.8 - NOTICE AND OPPORTUNITY TO CURE

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 this 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:

(a) 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

(b) 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 forty-five (45) 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.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) 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, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty

(30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against the Licensee by the Issuing Authority shall be considered null and void.

SECTION 10.9 – TRANSFER OR ASSIGNMENT

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7. Under 207 CMR 4.00, an "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify the Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on the Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 10.10 – REMOVAL OF SYSTEM

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are

installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 10.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government 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 provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

ARTICLE 11

MISCELLANEOUS

SECTION 11.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 11.2 - FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within the Licensee's control.

SECTION 11.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to the Licensee.

Town of Nantucket
Attn: Board of Selectmen
16 Broad Street
Nantucket, MA 02554

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Vice President of Government & Community Relations
426 E. 1st Street
South Boston, MA 02127

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
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 11.4 - 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 without written amendment.

SECTION 11.5 - CAPTIONS

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

SECTION 11.6 - WARRANTIES

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

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

(b) 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 date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

SECTION 11.7 - APPLICABILITY OF RENEWAL LICENSE

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 14 DAY OF October 2009.

TOWN OF NANTUCKET
By:

Selectman

Selectman

Selectman

Selectman

Selectman

COMCAST OF MASSACHUSETTS I, INC.
By:

Kevin M. Casey
President
NorthCentral Division

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

Public School Buildings:

Nantucket Elementary School	30 Surfside Drive
Nantucket High School	10 Surfside Drive

Municipal Buildings:

Nantucket Atheneum	One India Street (note: while not a municipal building, the Atheneum serves as the Town of Nantucket's Library)
Nantucket Fire Department	131 Pleasant Street
Nantucket Police Department	20 South Water Street
Council on Aging	81 Washington Street
Department of Public Works	188 Madaket Road

EXHIBIT B

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

EXHIBIT C

VIDEO RETURN LINE BUILDINGS

Public School Building:

Nantucket High School	10 Surfside Drive

Municipal Building:

Town and County Building	16 Broad Street

DWLIBDB\237298.11410/90

Comcast

Carol A. Murray
676 Island Pond Road
Manchester, NH 03109
Phone: 603-695-1490
Fax: 603-628-3303

November 3, 2009

Via Overnight Mail

Board of Selectmen
Nantucket Town Hall
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

: Nantucket Franchise Performance Bond & Certificate of Insurance

ar Chair and Members of the Board:

losed is our most recent certificate of insurance for your files. Said certificate of insurance accordance with Section 10.2 of the Renewal License and will be automatically renewed year throughout the term of the Renewal License.

urrent bond that is on file with the Town of Nantucket will remain in place and will be ve for the term of the license in accordance with Section 10.3 of the new Renewal Television License which commenced on October 14, 2009.

eel free to contact me if you have any questions. Thank you.

,

ay
Compliance Coordinator

dvisory Committee c/o Nantucket Town Hall
ci - Comcast Vice President of Government and Community Affairs
Murnane - Comcast Vice President of Government and Community Affairs
eeffe - Comcast Manager of Government and Community Affairs

DATE (MM/DD/YYYY)
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Y AND AUTOMOBILE LIABILITY
CE SELF INSURED RETENTION

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OSE NO OBLIGATION OR LIABILITY OF ANY KIND
ITS AGENTS OR REPRESENTATIVES.

Mary Radaszewski

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