

EXHIBIT I

**TOWN OF AMESBURY
COMMONWEALTH OF MASSACHUSETTS
RENEWAL CABLE TELEVISION LICENSE
ISSUED TO
NEW ENGLAND CABLEVISION, INC.**

June 30, 1996

Exhibit II

L.O. Inventory for Amesbury*

Please note that the following list does not necessarily reflect the age, condition or functionality of the equipment.

L.O Production Van

- (1) 1996 Chevy Astro Van
- (1) 10 Channel Spirit Folio Audio Mixer
- (1) Panasonic BT-S901y Color Program Monitor
- (1) Panasonic WV-BM503 Black & White Triple Bank Monitors
- (1) Panasonic WJ-MX50 Video Switcher
- (1) Panasonic AG-1980 Svhs Record Deck
- (1) Jerrold T10 Modulator
- (1) Century 600watt Power Inverter
- (1) 350 watt Heater
- (2) Power Strips
- (1) 8-channel audio snake
- (1) SURCO Roof Mount Shooting Platform
- (1) Carbon Monoxide Detector
- (7) Orange Safety Cones
- (1) Fire Extinguisher
- (1) First Aid Kit
- Numerous Miscellaneous Cables

Non Linear Access Editor System (Middle Room)

- (1) Alienware Non -Linear Editing System (Windows Based) (Blue CPU)
- (2) Opti-Quest V773 Computer Monitors
- (1) CT-1030M Panasonic Color Program Monitor
- (1) 160 Gig Lacie External Harddrive
- (1) JVC Mini Dv to Svhs Recorder/Player (Out For Repair)
- (1) Sony Mini Dv Recorder GV-1000
- (1) Sony MSAC - US1 Memory Stick Reader
- *Non-Linear Editing System Specification Sheet Attached*
- (5) Small Tripods
- (4) ZR-1000 Zoom-controllers
- (1) Vari-zoom controller
- (3) Big Tripods
- (1) 4-channel audio snake
- (1) 12-channel audio snake
- (2) Beyerdynamic Sport Announcer Headsets
- (2) Telex Sport Announcer Headsets
- (3) Shure 4-channel Audio Mixers
- (1) Shure 6-output audio distribution amplifier
- (14) tabletop microphone stands
- (6) tall floor microphone stands
- (2) 9x24 Muslins
- (1) Fire Extinguisher

Break Room

- (1) Tota Lowell Light Kit (2 Broads, 2 Spots)
- (1) Panasonic black and white triple bank monitors (old)
- (2) Emerson 13' TV-VCR combo

(*regional studio as of preparation of this list)

- (1) FS-4 Firestore DV harddrive
- (1) Vega Wireless Mic System (hand/lav)
- (1) Shure Wireless System hand held
- (1) Shure Wireless System lavalier
- (2) Shure SM-58 microphones
- (1) Video Tape Eraser
- (7) Shure VP-64 handheld microphones
- (9) Electro-voice handheld microphones
- (2) Panasonic 8" 990 b&w preview monitors
- (1) Reflector
- Various XLR, & BNC Cables

Local Origination Manager's Office

- (1) Pentium II Computer from CompUSA
- (1) Computer monitor
- (1) C86 Epson Printer
- (1) Hewlett Packard ScanJet 5p Scanner
- (1) Phillips "8 color television

Local Origination Entrance Room

- (2) Sony VO-5600 1/2" decks
- (1) 7" Panasonic monitor BT-S-700N
- (1) 10" Panasonic color monitor
- (1) Emerson 4-head VCR
- (1) Sony Hi-Fi VCR
- (1) Panasonic S-VHS Hi-Fi VCR
- (1) JVC S-VHS Hi-Fi VCR
- (1) JVC S-VHS to DVD Deck (SR-MV50)
- (1) 20" Mitsubishi T. V.
- (1) 8 Channel JVC Audio Mixing Board
- (1) Fire Extinguisher

Control Room & Studio

- (2) Panasonic s901 Monitors
- (2) Panasonic AG-1350 VCRs
- (2) JVC SR-VS30 VCRs
- (1) Videotek Switcher (6 Channel Video Source Switch)
- (1) Shure SCM800 8 Channel Audio Mixer
- (1) Leightronix Pro8 Automated Switcher
- (1) Sony DVP-NS575P DVD Player
- (1) Sony DVP-NS50P DVD Player
- (1) TDA AM/FM Synthesizer Tuner
- (1) Sony UMATIC 1/2" VCR
- (2) Sigma VDA-26 Video Distribution Amplifier
- (1) Kramer SG-6 Video Sync Stabilizer
- (1) EchoLab DV-7 Video Switcher
- (1) Jerrold Commander 3 Modulator
- (1) 7' tall Rack
- (1) Panasonic WJ-AVE55 Video Switcher
- (1) Panasonic CT-1384VY Monitor
- (1) Optiquest Monitor
- (1) Compaq Deskpro Computer

- (1) APC Battery Back-Up
- (1) Fire Extinguisher
- (8) Assorted Power Strips
- (1) Pair heat gloves
- (1) VGA AV Link Startech Scan Converter
- (1) Panasonic TR-990C B/W Monitor
- (1) New Tek Video Toaster Computer w/ Monitor and Kitchen Sync Video Controller
- (1) Panasonic CT-2084-VY Television
- (1) Soundcraft Spirit Folio Audio Mixer
- (1) Realistic SCT-86 Tape Deck
- (1) Sony CDP-XE400 CD Player
- (1) Clear-Com CS-222 Main Station
- (1) Sony MDR-7506 Headphones
- (1) Marshall V-R44P Quad LCD Monitor Bank
- (3) JVC TM-9105U Monitors
- (1) Videotek TVM-620 Waveform, Vectorscope
- (1) Panasonic AG-A350 Edit Controller
- (2) Panasonic AG-DV2500 Mini DV VCRs
- (3) Sony CMA-8 Camera Power Supplies
- (3) Sony Camera Control Units
- (1) Prime Image Clean Cut/EFX Unit
- (1) VAC Video Line Isolator
- (3) Panasonic WJ-3008 Video Distribution Amplifier
- (1) Prompter People Teleprompter w/ 25' VGA Cord and Case
- (3) Sony DXC-3000 Cameras
- (2) Bogen 3068 Tripods
- (2) Manfrotto MOD 116 Tripod Heads
- (2) Model #3067 Manfrotto #114 Dollies
- (3) Sony Control Cables
- (1) Bogen 3066 Tripod Head
- (1) Manfrotto Tripod No Model #
- (1) Camera Dolly
- (2) Fujinon SRP-92 Zoom Controls
- (2) Fujinon CFH-3 Focus Controls
- (2) Sony DXF-50 Viewfinders
- (2) Clear-Com Model Single Channel Headsets
- (1) Prompter People Tripod with Bag
- (1) Panasonic AG-1980 S-VHS Deck
- (1) Panasonic VCR
- (1) 20" Panasonic CT-2081-VY television
- (1) Radio Shack Amplifier Speaker
- (1) Werner 7306 Fiberglass Ladder
- (6) Audio Technica Lavalier Microphones
- (1) Century Strand Spot Light
- (1) Century Strand Broad Light
- (4) Scoop Lights
- (8) Fresnelite Strand Lights
- (4) ETC Source-4 Lights
- (1) 6-Channel audio snake
- (2) Radio Shack speaker phones
- (6) 10' XLR cables

TOWN OF AMESBURY
COMMONWEALTH OF MASSACHUSETTS
RENEWAL CABLE TELEVISION LICENSE

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ARTICLE 1

DEFINITIONS

Section 1.1 DEFINITIONS

For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning.

Basic Service: The separately marketed tier of service which includes local area broadcast stations and access channels in accordance with the definition of basic service in the Federal Cable Act, 47 U.S.C. 521 et seq.

Cable Act: 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. 104-104.

Cable Television System or Cable System: The cable system, as that term is defined in the Cable Act at 47 U.S.C. 522(7), operated and maintained in the Town of Amesbury.

Channel: A cable television frequency band which is capable of carrying at least one standard cable television video signal, and is capable of carrying digital, audio or other non-video signals, or some combination of such signals.

C.M.R.: Code of Massachusetts Regulations

Commission: The Massachusetts Community Antenna Television Commission, also known as the Massachusetts Cable Television Commission, or a successor agency.

Downstream Channel: A Channel over which signals travel from the Cable System headend to authorized recipients of programming.

Educational Access: The channel capacity, equipment and facilities designated for educational use in accordance with the Federal Cable Act, 47 U.S.C. 531 and in accordance with this License.

Effective Date: June 30, 1996

Execution Date: The date the License is executed by all parties.

F.C.C. or FCC: The Federal Communications Commission, or a successor agency.

Gross Annual Revenues: Any and all compensation received by the Licensee which is derived from the operation of the Cable Television System within the Town of Amesbury or related activity making use of the cable system, including but not limited to, all subscriber service rates, charges and fees; installation, reconnection, downgrade and other such ancillary subscriber fees; commercial leased access fees; premium, pay per-view, a la carte and other pay service revenues; remote control, converter and other equipment revenues; revenues from future cable-related cable system services not currently provided; home shopping channel revenues payable to Licensee as well as Licensee's revenues from charges, if any, to third parties for use of the Cable System; and advertising revenues derived and received from the System; provided however, gross revenues does not include any taxes or fees imposed by a local, state or federal governmental unit and collected by the Licensee for such entity and provided further that gross revenues shall not include adjustments to cash receipts and non-operating cash receipts for bad debts, refunds to subscribers and returned checks or additional revenues, if any, derived from future cable operator telecommunications service and excluding sales of assets not in the ordinary course of business involving and not sold to subscribers.

Institutional Network or I-Net: The separate 550 Mhz fiber wire or coaxial cable, consisting of upstream and downstream channels for the non-commercial use of the Issuing Authority and its designees for interconnection of specific sites in accordance

with the terms hereof and also for use by Licensee in accordance with the terms hereof.

Issuing Authority or Franchising Authority: The Board of Selectmen of the Town of Amesbury, Massachusetts, acting as the cable issuing authority pursuant to M.G.L. ch. 166A, s. 1(d) or, the Mayor, at such time as Amesbury becomes a City and the Mayor assumes the responsibilities of the Board of Selectmen.

Leased Channel or Leased Access: Any channel available for lease for programming by persons other than Licensee in accordance with 47 U.S.C. 532.

Licensee: New England Cablevision of Massachusetts, Inc., a Massachusetts-based corporation with a principal place of business at 194R Main Street, Amesbury, MA 01913, and with corporate offices at 38 Blackburn Center, Gloucester, MA 01930, or any successor or transferee or any parent corporation materially controlling the Cable System.

Municipal Access: The channel capacity, equipment and facilities designated for municipal use in accordance with the Federal Cable Act, 47 U.S.C. 531 and in accordance with this License.

Pay-Per-View: Programming delivered for an additional fee or charge to subscribers on a per-program or per day part basis.

Premium or a la Carte Services: Programming delivered for a fee or charge to subscribers on a per-channel basis.

Public access: The channel capacity, equipment and facilities designated for public use in accordance with the Federal Cable Act, 47 U.S.C. 531 and in accordance with this License.

Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, driveways, bridges, tunnels, parkways, easements, rights-of-ways and public grounds to which the Town has rights compatible and appropriate with the installation of cable and ancillary equipment pursuant to this License, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those possessed by the Town.

Subscriber: Any person, firm, corporation or other entity who or which elects to subscribe to, and is authorized to receive Licensee's service by means of, or in connection with, the Cable Television System.

Town: The Town of Amesbury, Massachusetts or its corporate successor.

Upstream Channel: A Channel within the Cable System over which signals travel to the headend from origination points within the Cable System.

U.S.C.: United States Code.

VCR: Video cassette recorder.

ARTICLE 2

GRANT AND TERM OF LICENSE

Section 2.1 GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Federal Cable Acts of 1984 and 1992, as amended, and subject to the terms and conditions set forth herein, the Issuing Authority of the Town, hereby grants a non-exclusive cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the municipal boundaries of the Town. Subject to the terms and conditions herein, the Issuing Authority grants to Licensee, the right to construct, upgrade, install, operate and maintain the Cable Television System, which shall include coaxial cable and optical fiber in, under, over, along, across or upon the Public Ways or Streets within the Town or within subsequent additions thereto, for the purpose of Cable Television System reception, transmission, collection, amplification, origination, distribution, or redistribution of video, audio, text, data or other signals in accordance with applicable laws. Consistent with the foregoing, in the event the Town has the authority to regulate cable operator introduction of new non-cable equipment into the public ways, the Town reserves its rights, if any, in

accordance with applicable law, to regulate such cable operator introduction of new non-cable equipment using the public ways; provided, however, in the event of any such regulation the Town shall not unreasonably withhold its consent to such use of the public ways.

Section 2.2 APPLICABLE LAW

This License is granted pursuant and subject to Chapter 166A of the Massachusetts General Laws; the Cable Act, 47 United States Code 521 et seq.; federal, state and local laws and regulations, including but not limited to rules and regulations of the Massachusetts Cable Television Commission and of the Federal Communications Commission, as they exist now or may be amended in the future. Most of the terms of this license were negotiated prior to enactment of the Telecommunications Act of 1996, which may supersede certain provisions of the License. Execution of this License notwithstanding such enactment does not constitute a waiver of any rights or of preemption under the Telecommunications Act of 1996.

Section 2.3 TERM OF LICENSE

This License shall commence upon June 30, 1996 and terminate upon June 29, 2006.

Section 2.4 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by M.G.L. c. 166A, sec. 7 and 207 Code of Massachusetts Regulations (C.M.R.) 4.00, as they may from

time to time be amended, this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application on forms prescribed by the Commission or by the FCC and subject to applicable FCC regulations requiring decision within one hundred twenty days of application. The application for transfer consent shall be signed by authorized representatives of the Licensee and by the proposed transferee or assignee. Any transfer or assignment forms prescribed by the FCC likewise shall be filed with the Issuing Authority.

(b) In accordance with applicable laws, in considering a request to transfer control of this License, the Issuing Authority shall consider such factors as the transferee's management and technical expertise, character and financial qualifications, experience in the cable industry, performance in other communities and other lawful and reasonable criteria.

(c) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this License and obligations, if any, arising from the award of this renewal

license. Any transferee or assignee of this License shall be subject to the terms and conditions contained in this License.

(d) The Licensee shall submit to the Issuing Authority an original and two (2) copies of the license transfer application, including any forms required by state or federal law.

(e) Transfer of the Cable System, as defined by state or federal law, without Issuing Authority consent shall be null and void, and shall be a material breach of this License.

Section 2.5 REMOVAL OR ABANDONMENT

Pursuant to M.G.L. ch. 166A, s. 5(f), upon termination of this License by passage of time or otherwise, and unless Licensee renews its license for another term or Licensee transfers its license to a transferee approved by the Issuing Authority, Licensee shall, if requested in writing by the Issuing Authority, remove its supporting structures, poles, transmission and distribution systems and all other appurtenances, from the public ways and places and shall reasonably and diligently restore all areas to the condition they were in immediately preceding removal. If such removal is not completed within six (6) months after such termination and written Issuing Authority request, the Issuing Authority may deem any property not removed as having been abandoned, and the Issuing Authority may dispose of the same without liability to the Licensee and Licensee shall be responsible for the costs of said removal.

**Section 2.6 PROCEEDINGS UPON EXPIRATION OR REVOCATION OF
LICENSE**

In the event that this License is revoked and applicable appeals exhausted, or if renewal is denied and applicable appeals exhausted, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, 47 U.S.C. 547, by transferring the cable system pursuant to said Section 627. If necessary efforts to transfer the system are not pursued, then Licensee reserves the right to remove said system.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 RESIDENTIAL CABLE SYSTEM

(a) Licensee shall construct and operate a two-way capable Cable System with addressable technology available to all subscribers that will provide channel capacity of at least 750 MHz of bandwidth. The upgrade and rebuild of the existing system to 750 MHz shall be completed within twenty (20) months from the execution date hereof and upon completion Licensee shall certify completion of same in writing to Issuing Authority. The construction shall be considered complete when all Amesbury subscribers are capable of receiving service and activated additional programming from the 750 MHz system except the parties acknowledge that additional time may be required for isolated subscribers involving extraordinary construction requirements and additional time may be required as needed where necessary permits and easements are not forthcoming. Said 750 MHz system may be designed for 550 MHz of analog signal transmissions, and 200 MHz reserved for future digital or analog transmissions. The backbone or trunk cable connecting Licensee's headend to the system as well as backbone or trunk cable extensions to local distribution nodes shall utilize fiber-optic wires and fiber-to-the-feeder architecture, and shall be state of the art as of the development of the design plan. For the purposes of the

foregoing, Licensee may, where feasible, activate the 750 Mhz system through upgrade of electronics, however, Licensee will upgrade a substantial portion of the system through actual system rebuild as further specified in Appendix 3.1.

(b) Sixty (60) days prior to activation of the rebuilt/upgraded system, Licensee shall provide the Issuing Authority with a notice of activation of the additional programming made possible by the rebuild, including the planned channel line up of the new system, not for Issuing Authority approval, but for Issuing Authority consultation and throughout the term hereof, provide the Issuing Authority with notification of channel changes, and, if requested by the Issuing Authority, opportunities for advisory consultation on channel line up.

(c) Licensee shall include as part of the Cable System rebuild a new dedicated hybrid fiber wire and coaxial cable network for an Institutional Network for both Licensee and Town use for interconnecting certain locations as designated in accordance with Article IV.

(d) The Licensee shall maintain the plant with technical capacity for a minimum of five upstream channels with digital, audio, and video return capability, however, upstream capability for Licensee's local-origination and public access programming may be provided via the I-Net if said I-Net provides reliable and

standard upstream transmissions in compliance with F.C.C. signal quality standards.

Section 3.2 SIGNAL DISTRIBUTION

All signals will be received at the Amesbury headend or the Amesbury satellite reception center ('distribution center') and distributed to the Cable System. The system shall be technologically capable of transmitting community-specific programming independent from that offered other towns or cities, however, Licensee retains ultimate legal control of program service selection. The headend shall be capable of receiving the major commercially available satellite channels. Headends and any other reception facilities will be equipped with the equipment necessary to receive, process, and deliver all signals carried on the system and to meet all required technical performance standards required by this License and federal law. Upon written certification that headend relocation will not negatively affect signal quality in Amesbury nor the ability to provide community specific programming, Licensee may, after 120 days written notice to the Issuing Authority and an opportunity for a hearing, relocate same upon demonstrating no adverse effects on signal quality or community specific programming.

Section 3.3 SERVICE AREA

The Service Area shall be all ways within the territorial limits of the entire Town and service shall be available to all

residential subscribers along such ways. The foregoing is subject to Licensee's gaining any legally necessary easements or permits and Licensee and the Town shall exercise due diligence to process requests for such easements or permits, in accordance with applicable laws. All existing commercial subscribers shall continue to have access to service at their current location. With respect to commercial areas not wired as of the effective date hereof, Licensee agrees to extend service to any such areas upon any of the following conditions: (1) if commercial or business subscribers in a particular unwired area agree to pay the costs of line extension in excess of the installation cost for similar streets having not less than ten subscribers per street mile as further set out in the line extension formula attached as Schedule 3.3; (2) if commercial or business subscribers are on a street with not less than ten subscribers per street mile, including residential subscribers and including other commercial or business persons who agree in writing to subscribe.

Section 3.4 MAPS

If requested by the Issuing Authority, the Licensee shall provide the Town with accurate maps of all existing trunk and feeder installations, not later than sixty (60) days after such request. Also upon Issuing Authority request, prior to commencement of the rebuild pursuant to Section 3.1, Licensee shall provide, for informational purposes, work-in-progress maps of the proposed rebuild. Thereafter, upon Issuing Authority

request not more than once per year, the Licensee shall file with the Issuing Authority or its designee updated accurate maps of plant and facilities at no charge to the Issuing Authority, except that said maps need not be provided if Licensee certifies that no changes in system construction have occurred since the provision of a previous map, in which case the Town may elect to purchase maps from the Licensee at cost.

Section 3.5 SERVICE TO RESIDENTIAL DWELLINGS

(a) Installation costs shall conform with the 1992 Cable Consumer Protection Act, and regulations thereunder and succeeding regulations. Any dwelling unit within 275' aerial or 235' underground feet from the cable distribution plant shall be entitled to a standard installation rate, except that said underground standard shall be applicable only in cases of customary trenching through earth and soft surfaces but shall not apply in cases of trenching through rock or other hard surfaces. For installations of greater distance from distribution cable and for customized installations, Licensee shall upon request provide subscribers with a written itemization of the proposed charges for such installation.

(b) Provided Licensee has at least thirty (30) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, and Licensee has not been denied any necessary easements or permissions, 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. The Issuing Authority shall exercise reasonable efforts to have the Planning Board or appropriate municipal officials or developers give timely notice of subdivision trenching to the Licensee.

Section 3.6 REMOTE ORIGINATION POINTS

(a) Licensee shall, at no expense to the Town, install eleven (11) origination points along the rebuilt system, some of which may also be I-Net locations, at the locations designated by the Issuing Authority on Schedule 3.6 within sixty (60) days after the rebuild is completed plus an additional five (5) origination points along the residential system or along the I-Net, as designated by the Issuing Authority. These origination points shall be in addition to any existing as of the date of execution of this License.

(b) Licensee shall provide and install two additional fixed modulators for remote originations. One new fixed modulator shall be at Town Hall at such location as designated by the Issuing Authority. A second new fixed modulator shall replace the existing modulator at the High School studio. The modulator at the High School under the prior license shall be installed at a municipal building or school along the subscriber network, within forty-five days of a request from the Issuing Authority, at such location as may be designated by the Issuing Authority. These fixed modulators shall be in addition to any existing as of the date of execution of this License. Initially, one (1)

portable modulator shall also be provided, or made available to the Town upon request, for use in remote originations. Upon demonstrated need and Issuing Authority request, a second portable modulator will be provided by Licensee.

Section 3.7 SERVICE TO BUILDINGS OTHER THAN PUBLIC SCHOOLS

Licensee shall provide, without charge to the Town, an activated outlet of non-premium cable service, including the first and second tiers of cable service, now known as basic service and cable programming service, to all public libraries, police and fire stations and other municipal locations along the subscriber network and designated in writing by the Issuing Authority. Licensee will install such service at no cost to the Town within sixty (60) days of said request.

Section 3.8 SERVICE TO PUBLIC SCHOOLS

(a) Licensee shall, if requested by the Superintendent of Schools, within 180 days from said request, provide each public school, at no cost to the Town or Schools, with two (2) additional subscriber network and one additional I-Net outlets per floor, for non-premium cable service except in the case of the High School, Middle School and new Middle School addition, which shall receive six (6) additional subscriber network outlets and two I-Net outlets per floor. The foregoing requirement to

provide two (2) subscriber network and one (1) I-Net outlet per floor and six (6) subscriber network and two I-net outlets per floor at the High School, Middle School and new Middle School addition need only be performed to the extent requested by the School Department. Public school wiring installed under the prior license, as well as new wiring required hereunder, shall be maintained or upgraded as needed to assure proper and safe functioning. For the purposes of this section, non-premium cable service shall mean the first two tiers of service, now known as basic and cable programming service.

(b) After the third anniversary of the Effective Date of this License and during the remaining seven (7) years of the license term, Licensee shall provide additional outlets in the public schools on an as needed basis upon written request of the Issuing Authority, however, Licensee shall not be required to wire more than ten additional classrooms in any one year between the third year and the expiration of this License. Licensee shall equip the televisions existing at these locations with converters to receive such service where converters or comparable equipment are necessary for signal reception or descrambling, or, if there is scrambling in the future or need for converters for receiving non-premium services, converters will be provided as needed for same. Licensee shall maintain these converters and cable plant for normal wear and tear, but the Issuing Authority or School Department shall be responsible for the cost of repairs or replacement required as a result of theft or vandalism. The Licensee shall discuss the location of each connection with the

proper officials of the School Department prior to the installation of said service.

(c) Licensee shall provide its full cooperation and reasonable technical assistance should the Issuing Authority or School Department undertake to accelerate, at its own cost, the wiring of additional public classrooms for cable service.

Section 3.9 EMERGENCY AUDIO ALERT

(a) The Licensee shall provide an emergency audio override alert system. The Issuing Authority will designate three individuals responsible for accessing said emergency system and shall designate two successor individuals who may access the emergency system in the event of the absence or unavailability of the foregoing three designated individuals. The designated individuals may gain access to the System by using a touch-tone telephone to override channels on the Cable Television System with the emergency telephone message. The audio alert shall be effective over the maximum number of channels that can be overridden through equipment available to the cable industry for such purposes and shall provide an audio signal over blank screen in its method of emergency communication. The emergency audio override shall be activated and in use upon completion of the rebuild. Licensee shall test the emergency override annually and shall report on same to the Issuing Authority.

(b) Licensee shall provide A-B switches, upon Issuing Authority request, for municipal outlets which may require emergency reception, to facilitate switching from cable to broadcast transmission during a loss of service.

(c) The parties acknowledge the Town's interest in capturing the benefits of possible innovations in emergency alert cable technology and Licensee agrees, upon request of the Issuing Authority, to report on such innovations and their benefits and costs and to enter good faith negotiations with respect to possible updating of the emergency alert technology to implement useful innovations.

Section 3.10 STAND-BY POWER

Upon completion of the rebuild, the Licensee shall maintain three hour, standby power at the headend facilities and the fiber nodes. Such stand-by power shall become activated upon the failure of normal power supply. Manual generators shall also be maintained at the headend such that after the aforesaid three hour stand-by power may be exhausted, the manual generators shall provide additional power.

Section 3.11 TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the cable system, the Licensee shall avoid unnecessary damage to trees, whether on public or private property in the Town, and

shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property, except for public ways, shall be done except upon a permit in writing from the Town Tree Warden or other appropriate municipal official or in accordance with the applicable regulations or requirements of the Town. Licensee shall make its best effort to secure the permission of the property owner prior to necessary tree trimming. It shall be Licensee's duty to comply with applicable by-laws or statutes concerning tree trimming notwithstanding inconsistency, if any, with the terms herein.

Section 3.12 UNDERGROUND WIRING OF UTILITIES

Upon receiving due notice of the installation of telephone, electric and all other utility lines underground, the Licensee shall likewise place its facilities underground at its sole cost and expense unless a developer is installing or is otherwise required to install the cable. Underground cable lines shall be placed according to any Public Works, Highway Department or other town by-law or regulation and in accordance with applicable state law. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles; however, said underground construction shall be required only if and when it is required of other utilities. When possible, Licensee shall be able to use the underground conduit maintained by the Town, if any, provided that such use is i) found by the Issuing Authority to be reasonable, ii) at the

sole cost and expense of the Licensee and iii) does not interfere with the Town's use or anticipated use of said conduit(s). Any such use by the Licensee shall be subject to the advance notification and approval of the Town and the right of the Town to supervise any such use. Licensee shall maintain membership and participate in the Massachusetts "Dig-safe" program to the extent required by law.

Section 3.13 PEDESTALS AND VAULTS

In any cases in which pedestals or control boxes housing passive or active devices are to be utilized in the Town public ways or within the Town public lay-out, such equipment shall be placed in a low-profile, above-ground electronic control box in accordance with applicable regulations and at Town approved locations to be determined when Licensee applies for permits, which shall not be unreasonably denied. All such equipment shall be shown on the maps submitted to the Town in accordance with Section 3.5 herein.

Section 3.14 RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the disturbed surface restored in essentially as good a condition as before entry and to such written standards required of utilities operating within the Town and as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a

reasonable time and notify the Licensee in writing of the required restoration and the time for performance. Upon failure of the Licensee to comply with the time specified, the Town may make or contract for restoration and repairs and the reasonable and itemized expenses of such work shall be paid by the Licensee upon demand by the Town. Any damages to private property shall be determined in accordance with M.G.L. ch. 166A, Section 22 and applicable law.

Section 3.15 RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the cable system when required by the Town for good reasons such as public safety, street construction, change or establishment of street grade or layout, installation of sewers, drains, water pipes, power or signal lines, setting of new or replacement utility poles and the construction of any public improvement or structure. In respect to timing and cost of such relocations, the Licensee shall be treated on par with any affected utilities.

Section 3.16 TOWN USE OF LICENSEE POLES AND CONDUIT

The Town shall have the right to attach to any pole erected by Licensee and to place in any of Licensee's conduits, its own cable and equipment to be used for fire, police and other governmental communications purposes where space permits, excluding the commercial use of providing services competing with Licensee's services. All such placements by the Town shall

conform with all applicable rules and regulations. The costs for such placements by the Town shall be borne by the Town and cause no additional expense to Licensee. Such placements by the Town shall not interfere with the routine operation by the Licensee of its Cable Television System. The Licensee shall notify the Town of any plans for installation of conduit along public ways and cooperate with the Town as to its type and location so as to best enable the Town to use it, again provided there is no additional expense to Licensee. If Licensee removes its installation from conduits where municipal equipment or cable is present, it shall provide notice beforehand to the Town. Licensee shall be held harmless from any resulting damages from its non-negligent removal of its own installations.

Section 3.17 RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town for all costs for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule. Licensee shall notify Fire Department of the need for any fire alarm relocations or of any work affecting the municipal fire alarm system and such work shall be performed in accordance with and under the supervision of the Amesbury Fire Department.

Section 3.18 SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, Licensee shall use reasonable efforts to minimize interruptions of service for the purpose of system construction. Licensee will use reasonable efforts to conduct routine repairing or testing of the Cable System only during periods of minimum use.

Section 3.19 COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service available to any commercial establishments in the Town provided that said establishment agrees to pay for the installation and monthly subscription costs established by the Licensee in a manner which is non-discriminatory as between similarly situated commercial establishments and in accordance with applicable rate regulations if any. With respect to line extension to unwired areas, Licensee shall be further subject to the guidelines set forth in Section 3.3 above. It is herein acknowledged that certain programming services may not be available to commercial establishments, pursuant to applicable law or the Licensees agreements with its program suppliers.

Section 3.20 RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee shall have the right to inspect all line extension construction, installation and/or upgrade, construction work performed subject to the provisions of this License and to make such tests as needed during normal business hours, as it shall deem necessary to ensure compliance

with the terms and conditions of this License and applicable law, concerning such construction, installation and/or upgrade work. Any such inspection(s) shall not interfere with the Licensee's operations, except in emergency situations. The Town shall give reasonable prior notice of any inspection to the Licensee, and Licensee shall have the right to accompany the Town's inspectors.

Section 3.21 CONSTRUCTION, TECHNICAL AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable Television System and render service to Subscribers consistent with the following laws and regulations during the term of this License. The construction, maintenance and operation of the Cable Television System shall be in conformance with the applicable provisions of the National Electrical Code, the Massachusetts Electrical Code, the National Electrical Safety Code, the NCTA Safety Manual, the National Television Standards Code and the applicable rules and regulations of the Occupational Safety and Health Administration (OSHA), Department of Public Utilities and all Town building and zoning codes, land use restrictions and other valid and applicable laws.

(b) All F.C.C. regulations concerning signal quality and technical standards are incorporated as independent standards in this License, including but not limited to 47 CFR 76.601 sub-part K, et seq. attached hereto as Schedule 3.21. Copies of any technical performance tests that may be required under F.C.C.

rules and regulations shall be submitted forthwith, upon request, to the Issuing Authority.

(c) Licensee shall take appropriate measures to minimize audio variations among channels in the cable system.

(d) Within three (3) months of the effective date of the License, Licensee's senior engineer will investigate signal quality problems on Channels 2, 4, 19 and 20, submit a detailed written report on same to the Issuing Authority and Cable Advisory Committee and implement measures to eliminate said problems, if said signal quality problems are within the control of Licensee. In any event, with respect to electrical interference signal problems on channels 2 and 4, Licensee shall deploy feasible technology as needed which may become available for remedying said signal quality problems. With respect to business radio interference affecting channels 19 and 20, Licensee shall maintain an effective filtering system or comparable technologies to reduce interference at the headend from the business radio transmissions to and from the adjacent radio tower causing such interference. See Schedule 3.21(d) outlining specific interference reduction technologies Licensee will install, however Licensee reserves the right to substitute alternative technology should same be equivalent or superior. Licensee shall also forthwith determine if the radio signal tower near the Amesbury headend is operating within permissible F.C.C. limits and will conduct frequency and signal tests as needed to determine same, and if necessary, petition the F.C.C. to

determine same, and take lawful steps which may be available to assure compliance by said neighboring radio tower. Licensee shall exercise best efforts to negotiate with the neighboring radio tower owner to utilize alternative frequencies or to otherwise modify its operations so as to reduce interference, if possible. Licensee shall within four months from the effective date hereof report to the Issuing Authority or its designee on its findings as to whether said neighboring radio tower is within F.C.C. limits and on negotiation efforts with said radio tower owner. Licensee shall also inform subscribers in writing, and by cablecast notice on the Systems local-origination and access channels, that such interference may be reduced by use of a converter available by lease at cost, that is cost plus a reasonable rate of return. In the event channel 19 and channel 20 signal quality problems persist, Licensee shall, upon completion of the rebuild pursuant to Section 3.1, reallocate the programming on Channels 19 and 20 to other channel frequencies not having signal quality issues, and for so long as the rebuilt system has idle channel capacity, program only those other channel frequencies not having signal quality issues.

(e) In the event that the Issuing Authority receives at least eight complaints relating to the same issue regarding signal quality over a twenty-one day period, the Issuing Authority may require Licensee to report on same within 30 days of a request. Licensee shall report on the nature of the issue and on any corrective action to be taken. If after that the Issuing

Authority has reasonable basis for finding persistent signal quality problems and that there is substantial evidence Licensee is not in compliance with FCC technical specifications, the Issuing Authority shall have the right to require tests by a senior engineer of Licensee. Said engineer shall report in detail and in writing on all findings and exercise reasonable efforts to eliminate said problems.

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

Section 3.22 SYSTEM INTERCONNECTION

(a) Licensee shall continue throughout the term hereof, if requested and all permissions are granted, to interconnect to the Opportunity Workshops Annual Auction in Newburyport and continue carriage of same on the Cable System as long as said auction exists in a non-profit format and is carried by a contiguous cable system with direct line of sight microwave transmissions.

(b) The Whittier Vocational Technical School (WVT) in Haverhill and the Northern Essex Community College (NECC) shall be interconnected to the Cable System's I-Net with ability to transmit WVT and NECC programming to I-Net sites and be switched at the I-Net hub to the subscriber network access channels subject to the following: Upon receiving the direction of the

Issuing Authority to interconnect cable system access channels to Whittier Vocational Technical School and/or the Northern Essex Community College, the Licensee shall immediately initiate negotiations with the other affected system(s) in order that costs may be shared equitably for both construction and operation of the interconnection link. The Licensee may be granted reasonable extensions of time to interconnect or the Issuing Authority may rescind its order to interconnect upon petition by the Licensee. The Issuing Authority shall grant said request if it finds that the Licensee has negotiated in good faith and has failed to obtain an approval from the system or systems of the proposed interconnection, or failed to obtain an approval from Whittier Vocational or Northern Essex Community College, or if the Issuing Authority finds that the cost of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates.

Section 3.23 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the exercise of police powers of the Issuing Authority or any public safety or other designated public official, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right, within its police power, to do so at the sole cost and expense of Licensee, but shall before doing so first make reasonable efforts to notify a designated employee of Licensee which employee shall make reasonable efforts to

forthwith be available to assist the Town with such emergency cutting or removal of wires. Notwithstanding the foregoing, Licensee acknowledges that in an emergency situation the Town must reserve the discretion to cut or remove such wires without any delay occasioned by efforts to have Licensee staff available in the event of an emergency wire cutting. In any case, the Town shall forthwith notify Licensee of the cables which have been cut or removed.

Section 3.24 PRIVATE PROPERTY

Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town including, but not limited to, M.G.L. ch. 166A, Section 22. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense. The installation and operation of Licensee's cable plant shall not create any undue disturbance of or nuisance to private property in the Town.

Section 3.25 TECHNICAL CHANGES

(a) If at any time prior to the seventh (7th) anniversary of this License, the Issuing Authority presents credible evidence to

the Licensee that more than 50% of the communities of comparable population and density (homes per street mile) (plus or minus 10%) in the Commonwealth of Massachusetts, or that thirty (30) percent of Licensee's Massachusetts systems, are served by cable systems with technologically proven HDTV, on-line data transmission services or digital compression, then Licensee shall, subject to Section 2.2 above, upon request of the Issuing Authority, provide the cable system with HDTV, on-line data transmission services or with digital compression, provided that Licensee can maintain a reasonable rate of return. Such an upgrade to digital compression shall include the provision of converters compatible with such upgraded capacity to subscribers, not later than eighteen (18) months after the commencement of the upgrade. Upon Licensee request, the Issuing Authority shall provide licensee an opportunity for a hearing on the question of whether the foregoing technology or technologies are technically proven and feasible in Amesbury.

(b) On the third, fifth and seventh anniversary dates of the effective date of this License, upon request of the Issuing Authority, Licensee and the Issuing Authority shall meet to discuss technological developments in the cable television industry and the possibility of further upgrading the cable system. The Licensee, without commitment to any such upgrading, will undertake to give full and reasonable consideration to proposals for upgrading initiated by the Issuing Authority following such review sessions.

(c) During the third, fifth and seventh years following the effective date of this License, Licensee shall, upon written request of the Issuing Authority, report on computer services which are designed in whole, or in part, to be made available to cable television subscribers for cable interface with personal computers. Licensee's report to the Issuing Authority shall consider the feasibility of carriage of such services within a year of the issuance of said report.

(d) To provide Amesbury businesses with information and technical assistance on cable services, Licensee shall designate one of its employees as liaison to the Amesbury business community.

Licensees business liaison shall upon reasonable request of Amesbury businesses provide said businesses with information about cable technologies and services including but not limited to program services, public access training and equipment availability, commercial leased access, data transmissions (if made available to Amesbury cable subscribers), line extension, advertising on the cable system, other new technologies and services as they come available and information the Licensee has concerning use of the cable system for business development purposes. Licensee shall not less than once every year include in its subscriber mailings a notice of the availability of a business liaison to provide information to Amesbury businesses seeking information and technical assistance on cable services and technology.

Section 3.26 CHANGE-OVER PROCEDURES

During a rebuild or upgrade pursuant to Sections 3.1 or 3.26, the Licensee shall complete the change-over to all subscribers in accordance with the following procedures:

(a) Before any subscriber is changed-over to the new channel line-up on the upgraded system, the Licensee shall inform all subscribers of the change-over, including the timetable for change-over to the new line-up, the increased channel capacity and programming and all rates and charges. Licensee shall contact subscribers to schedule mutually convenient appointments for in-home installations necessary to implement the upgrade. Such scheduling shall include four hour appointment windows, first call of day and last call of day appointments and, upon demonstrated backlog of appointments, Saturday appointments.

(b) If after such upgrade, or any further expansion of channel capacity under this License, Licensee has knowledge that there are subscribers who are using converters which are not capable of receiving the fullest level of non-premium programming, then Licensee shall use reasonable efforts to contact such subscribers and make arrangements to deliver the new converters to the subscriber's home, however, subscribers shall have the option of returning the old converters to the Licensee's place of business. If Licensee does not have knowledge of particular individuals who

need such new converters, but does have knowledge that there are subscribers who need them, it shall advertise the availability of the new converter in local newspapers or in customers' bills or otherwise by mail.

(c) In the event that the Licensee adds additional programming services or equipment options to its other systems within either the Amesbury regional or Cape Ann Regional systems, then, subject to applicable law, Licensee shall, to the extent there is channel capacity, equipment compatibility and demonstrated subscriber interest, upon the written request of the Issuing Authority, Licensee shall make best efforts to make available the additional service or equipment option to the Amesbury system.

Section 3.27 DISCLOSURE OF FINANCIAL AND OPERATING INFORMATION

Whenever this License requires the Licensee to disclose financial or operational information to the Town, such disclosures shall encompass those documents and records kept by the Licensee as specifically required by this License and/or by the laws and regulations of Massachusetts and/or the F.C.C.. The Licensee's requirement to produce records shall be governed by the Cable Act, F.C.C. regulations including its rate regulation and cost-of-service guidelines, Commission regulations, and applicable law. Licensee shall copy the Issuing Authority on rate filings and other legal filings or government orders pertaining to rates, license or regulatory compliance in Amesbury.

Section 3.28 COOPERATION WITH BUILDING MOVERS

The Licensee shall, on the request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be paid in accordance with law. The Licensee shall be given at least thirty (30) days advance notice of any such move, except in emergencies.