

COMMONWEALTH OF MASSACHUSETTS

CABLE TELEVISION COMMUNICATIONS SYSTEM RENEWAL LICENSE

ISSUED TO

TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP

CITY OF PITTSFIELD

COMMONWEALTH OF MASSACHUSETTS

CABLE TELEVISION COMMUNICATIONS SYSTEM RENEWAL LICENSE

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CITY OF PITTSFIELD

COMMONWEALTH OF MASSACHUSETTS

CABLE TELEVISION COMMUNICATIONS SYSTEM RENEWAL LICENSE

Issued Pursuant to Chapter 166A of the General Laws

ARTICLE I

Definitions : For the purpose of this License, the following terms, phrases, words and their derivations shall have the meanings given herein:

- (1) City: City of Pittsfield.
- (2) Issuing Authority : The Mayor of the City of Pittsfield.
- (3) Licensee: Time Warner Entertainment-Advance/Newhouse Partnership, or any successor or transferee in accordance with the terms and conditions in this License.
- (4) Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide broadband telecommunication services which include, but are not limited to, cable service as defined in the Cable Act and which is provided to multiple subscribers within a community.

Such term does not include a facility that serves only to retransmit the television signals of one or more television broadcast stations; a facility that serves only subscribers in one or more multiple unit dwellings, not including single family dwellings unless such facility or facilities uses any public right of way; a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Communications Policy Act of 1984, except that such facility shall be considered as a cable system to the extent such facility is used in the transmission of video programming directly to subscribers; or any facilities of any electric utility used solely for operating its electric utility systems.

- (5) Subscriber: Any person, firm, corporation or other entity who, or which, elects to subscribe to, for any purpose, a service provided by the Licensee by means of, or in connection with, the Cable System.

- (6) Massachusetts Commission or Cable Commission :
Massachusetts Community Antenna Television Commission also known as the Massachusetts Cable Television Commission.

- (7) F.C.C.: Federal Communications Commission.

- (8) Committee: City of Pittsfield Cable Committee.

- (9) Cable Act: The Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 521-559, and as further amended by the 1992 Cable Television Consumer Protection and Competition Act, Public Law No. 102-385.

- (10) Cable Service: Cable Service shall have the meaning provided in the Cable Act.

- (11) Gross Revenues: All revenues actually received for providing Cable Service within the City of Pittsfield pursuant to the rights granted by this License.

ARTICLE II

GRANT AND TERM OF LICENSE

Section 1. Grant of License

Under General Laws Chapter 166A of the Commonwealth of Massachusetts, and the Cable Communications Policy Act of 1984, the City of Pittsfield ("Issuing Authority") hereby grants a non-exclusive cable television renewal License to Time Warner Entertainment-Advance\Newhouse Partnership (the "Licensee").

Section 2. Rights and Privileges of Company

The Issuing Authority grants to the Licensee the right to construct, upgrade, install, operate and maintain a cable television system, comprised of poles, wires, cables, underground conduits, manholes, other conductors and fixtures, and other operating equipment in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public ways or places in the City of Pittsfield and subsequent additions thereto, including property over which the City has an easement or right-of-way, for the purpose of transmission, distribution or provision of Cable Service and such other communications services as Licensee may choose to provide.

Section 3. Applicable Law

This License is granted under and in compliance with Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance with all applicable Federal law, including but not limited to the 1984 Cable Communications Policy Act, as amended, all rules of the Federal Communications Commission ("FCC") and all other local, state and federal rules and regulations in force and effect during the period for which this License is granted. This License is subject to all rules and regulations of the

Massachusetts Cable Television Commission and the FCC.

Section 4. Term of License and Renewal

Upon continuing full and complete performance by the Licensee of the terms of its License, the License shall continue for a period of ten (10) years from the effective date hereof. At the expiration of said ten (10) year term, the License may be renewed pursuant to the applicable provisions of the Cable Act which are incorporated herein by reference.

ARTICLE III

CONSTRUCTION AND OPERATION OF THE CABLE SYSTEM

Section 1. Use of Streets

(a) Tree Trimming - In the erection of the amplifiers, poles, other appliances or equipment and in stringing of cable and/or wires as herein authorized, the Licensee shall avoid unnecessary damage to any and all shade trees in and along the streets, alleys, public ways and places, and private property in the City and shall cut or otherwise prune such trees only to the extent necessary for the construction, maintenance, operation and repair of said cables, wires, amplifiers, appliances and other

fixtures of the Licensee.

(b) Restoration to Prior Condition - Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, the same shall be replaced and the surface restored in as good a condition as before entry to the extent reasonably possible and as soon as practicable.

(c) Cooperation with Building Moves - The Licensee shall on the request of any private party holding an appropriate permit issued by the City temporarily raise or lower its lines to permit the moving of any building or other structure, and the actual expense of same shall be paid by the party requesting the same. The Licensee shall have the authority to require such payment in advance. The Licensee shall be given not less than thirty (30) days advance notice to arrange for such temporary wire changes.

(d) Relocation of Facilities - The Licensee shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place or City property, or remove from the street or other public place or City property, any

property of the Licensee when required by the Issuing Authority or his designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks, or any other type of structures or improvements by public agencies. The City will provide reasonable written notice and any such direction must be in accordance with City, State and Federal law where applicable.

(e) For subscribers requesting connection requiring an aerial drop line in excess of 150 feet, the Licensee shall extend cable service at the regular installation rate for the first 150 feet and at a rate not to exceed the Licensee's actual costs of installation for any distance exceeding 150 feet.

Section 2. Removal of Cable System

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 remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways,

and other public places in, over, under or along which they are installed and shall restore the areas to the original condition they were in immediately preceding removal.

Section 3. Emergency Audio Alert

The Licensee shall provide an emergency audio alert system. This system will enable the Issuing Authority or its designee to gain access onto the system by using any touch-tone telephone to override channels on the subscriber network with the emergency telephone message and notify subscribers to tune to a specific channel for both audio and visual emergency information.

Section 4. Service to Public Buildings

The Licensee shall provide one subscriber network drop and free monthly basic service with a converter unit to one drop to:

- (a) Pittsfield's public elementary, middle and high schools;
- (b) Pittsfield's fire stations;
- (c) City Hall;
- (d) Pittsfield's police stations;
- (e) The Pittsfield Public Library;
- (f) The local Senior Center; and

(g) The recreation room of government-owned elderly housing.

Section 5: Interactive Educational Video Network

Licensee agrees to build, within eighteen (18) months from the date of execution of this agreement, an Interactive Educational Video Network in the City which provides the interactive capability for designated sites to transmit a single video channel to the Cable System's headend and allows these sites to receive a multichannel video package from the headend. The City's Interactive Educational Video Network shall consist of the following locations:

Pittsfield High School

Pittsfield Hilton (for use by non-profit organizations only)

Pittsfield Public Library

Herberg Middle School

Egremont Elementary School

Williams Elementary School

Allendale Elementary School

Morningside Elementary School

St. Joseph's High School

Notre Dame Middle School

Reid Middle School

St. Mark's Elementary School

Highland Elementary School

Stearns Elementary School

Crosby Elementary School
Conte Elementary School
Taconic High School
Berkshire Community College
City Hall

Section 6: Studio Equipment

Licensee agrees to provide studio access equipment in an amount not to exceed Sixty Thousand Dollars (\$60,000) for installation and operation at the City's renovated City Hall, it being understood that it is the City's obligation to have the City Hall ready to receive such equipment for proper installation and operation. ___

Licensee also agrees to provide an amount not to exceed Thirty Thousand Dollars (\$30,000) for studio equipment at Pittsfield Community Television.

Section 7. Construction and Maintenance Standards

- (a) It is understood that Licensee shall perform an upgrade of the City's current cable system so that by December 31, 1998, subject to the availability of materials, Licensee shall have constructed a cable system which is capable of passing 550 MHz. The operation of such system shall render efficient service to subscribers consistent with all applicable

regulations during the term of this License. All construction associated with the performance of said upgrade shall employ the use of good and durable materials. Licensee shall within thirty (30) days following the effective date of this License, post performance bond with the City in the amount of One Hundred Thousand (\$100,000) Dollars guaranteeing Licensee's faithful performance of its construction obligations under this section. All material damages which are directly occasioned by the failure of the Licensee to perform such obligations, up to the principal amount of the bond, shall be recoverable from the principal and surety of said bond by the City. The bond shall be subject to termination by licensee upon completion of the aforesaid construction, and in such event shall be released to Licensee. The construction, maintenance and operation of the cable television system for which this License is granted shall be in conformance with the applicable provisions of the National Electrical Code (Article 820), the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Commission and the FCC as the same exist or as they may be hereafter changed or amended. Copies of any technical performance tests that may be

required under FCC rules and regulations must be submitted to the City upon its request. Further, the Licensee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the City or any public utility serving the City. Any inspections of the cable system conducted by the City to ascertain compliance with this section by the Licensee shall not interfere with Licensee's operations, shall be reasonable and shall be at the City's expense. The City shall give prior notice of any inspection to the Licensee, and Licensee shall have the right to accompany the City's inspectors.

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

Section 8. System Technical Specifications

The Licensee shall make available to all residents in the City of Pittsfield a 550 MHz subscriber network, consistent with the construction schedule described in Article III, Section 7(a), above.

Section 9. Subscriber Services

Licensee shall notify the Issuing Authority and the subscribers at least thirty (30) days prior to making any changes in its channel lineup including all channel reassignments, additions or deletions, insofar as it is required by existing state and federal law.

Section 10. Local Channels

- (a) When the upgrade of the cable system is completed, and upon request of the City, the Licensee shall designate one full-time activated channel for public access use; one full-time activated channel for governmental use, and one full-time activated channel for educational use. Until the cable system upgrade is completed, the Licensee shall provide one full-time activated channel for public, educational, and government access use.

- (b) Rules governing the use of each access channel shall be formulated by the Issuing authority or its designee(s). Such rules shall prescribe conditions under which the Licensee is permitted to use channel capacity designed for access programming when such channel capacity is not being so used and conditions

under which such permitted use shall cease. Until such rules are promulgated and become effective, the Licensee may use such channel capacity when it is unused by the City. Licensee shall relinquish use of such channel capacity upon reasonable notice by the Issuing Authority or its designee.

Section 11. Customer Service Procedures and Notice

- (a) As expeditiously as possible after receipt of subscriber complaints regarding the quality of service, equipment malfunctions and similar matters, the Licensee shall investigate such complaints and resolve them to the extent reasonably possible. In the event Licensee's service to any subscriber is interrupted for 24 or more consecutive hours, it will grant such subscriber a prorata credit or rebate upon request, as prescribed in General Laws Chapter 166A and any Rules and Regulations of the Massachusetts Community Antenna Television Commission promulgated thereunder. In addition, and at the request of the Issuing Authority, the Licensee or its designee shall provide a report to the Issuing authority or its designee, in writing, and in a form and at intervals to be mutually agreed upon, to allow the City to identify the nature of subscriber complaints. Upon request of the Issuing Authority, the Licensee shall,

within 5 business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, findings and corrective steps taken.

- (b) The Licensee shall respond to all requests for service making a service call at the subscriber's residence within 2 business days of receiving the request for service and in normal business periods respond to all requests for installation and disconnection within 10 days of such requests or at such other time as is mutually agreed upon by the Licensee and the subscriber, except during times of system failure due to weather, power outages or other catastrophes, promotional periods, or other circumstances which are exceptional or otherwise beyond the Licensee's reasonable control, and shall correct malfunctions as promptly as possible. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its subscribers, and shall maintain 24 hour telephone facilities capable of accommodating receipt of customer service calls within a reasonable amount of time.

(c) The Licensee shall maintain a local business

office in the City and shall have a local telephone number available for its City subscribers.

(d) Except where there exists an emergency situation necessitating a more expedited procedure, the Licensee may interrupt service, for the purpose of repair or upgrading of the system, only during periods of minimum use, and only after 48 hours minimum notice to subscribers.

(e) The Licensee shall provide notice to its subscribers of its procedures for responding to customer service requests, including the right to a credit or rebate and the address and telephone number of the local business office, and shall also provide subscribers with notice concerning their rights of privacy hereunder. Such notice will be provided to customers when they initially subscribe to cable service, and in an annual mailing to all subscribers.

Section 12. System Interconnection

The Licensee shall interconnect its cable system with any or all other adjacent systems upon the written directive of the Issuing Authority or at the discretion of the Licensee. Interconnection of systems or channels may be done by direct cable connection, microwave link, satellite,

or other appropriate method as determined by the Licensee. Upon receiving the directive of the Issuing Authority to interconnect a system or channels, the Licensee shall promptly initiate negotiations with the other affected system(s) in order that costs may be shared proportionately 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 or the municipality of the proposed interconnection, or that the costs of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates. The Licensee shall cooperate with any city, county, state or federal regulatory agency which may be hereafter established for the purpose of regulating, financing or otherwise providing for the interconnection of cable systems beyond the boundaries of the City of Pittsfield. It is understood that the completion of the system interconnection, as set forth above, involves the shared participation of Licensee and other affected systems, and that Licensee's obligations under this section pertain to, and will be fulfilled upon, the completion of Licensee's portion of the system interconnection.

Section 13. Recruiting of Pittsfield Labor

In carrying out its obligations under this Article, Licensee agrees to use its best efforts to recruit local Pittsfield labor for system construction and continued operation, it being understood that consistent with Licensee's hiring practices, Licensee shall recruit and hire on a non-discriminatory basis and shall fill positions with individuals who are best qualified to perform the required duties and responsibilities of each position.

Section 14: Site Location of Vehicles

As practicable, Licensee agrees to use its best efforts to garage all vehicles regularly used in connection with the day-to-day operations of the City's cable system within the City of Pittsfield. It is understood by the City and the Licensee that this requirement applies only to the existing franchise area as of the date of execution of this agreement, and that any change in Licensee's franchise area can necessitate Licensee to garage its vehicles elsewhere. In such a case, Licensee and the City agree to revisit the applicability of this Section. In no event shall any vehicle be taxed by more than one municipality.

ARTICLE IV

LICENSE ADMINISTRATION

Section 1. Indemnification

Licensee shall indemnify and hold the City harmless at all times during the term of the License from any and all claims for injury and damage to persons or property, both real and personal, caused by Licensee's installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to the License. Upon receipt of notice in writing from the Issuing Authority, Licensee shall at Licensee's own expense, defend any action or proceeding against the City in which it is claimed that personal damage was caused by activities of the Licensee in the installation, operation or maintenance of its system.

Section 2. Insurance

The Licensee shall carry insurance in companies authorized to conduct business in Massachusetts indemnifying the City and itself from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation or maintenance of any structure, equipment, wires or cables authorized or used pursuant to the License. The amount of such insurance shall not be less than two million dollars (\$2,000,000.00), for bodily injury or death to any one person or property damage resulting from any one occurrence,

with a general aggregate limit of six million dollars (\$6,000,000.00).

Section 3. License Revocation

The License issued hereunder may be revoked by the Issuing Authority to the extent permitted by law.

Any such revocation of this License shall be by order entered after a public hearing by the Issuing Authority and after affording Licensee a public hearing in accordance with M.G.L. Chapter 30A, including notice of a reasonable opportunity to cure and subject to the appeal provisions of Section 4 of M.G.L. Chapter 166A or any other rights available to the Licensee. Before any such order is entered, the Licensee must be given at least sixty (60) days advance written notice, which shall set forth the causes and reasons for the proposed revocation and shall advise the Licensee that it will be provided an opportunity to be heard by the Issuing Authority regarding such proposed action before any such action is taken, and shall set forth the time, date and place of hearing. In no event shall such hearing be held less than sixty (60) days following delivery of such notice to the Licensee.

If this License is revoked, the City hereby agrees that Licensee shall have the right to sell same and the assets

relating thereto, to the City or to any other party and that the purchase price for the same, in the sole discretion of the Licensee, shall be, pursuant to Section 627 of the 1984 Cable Act, no less than an equitable price for which, for the purposes of this License, shall be the fair market value of the Cable System valued as an on-going business venture. Nothing herein shall obligate the City to purchase the License and the assets relating thereto. The Licensee may be afforded one year after revocation to effect the aforementioned right and during such time the City may in its discretion permit Licensee to operate the Cable System and provide Cable Service pursuant to the obligations of this License.

Section 4. Fiscal Reports and Payments to the City

- (a) The Licensee shall, on or before the anniversary date of this License during the period within which it is in force, pay annually to the Issuing Authority the maximum license fee allowed under Chapter 166A of the General Laws of Massachusetts or by special legislation or other legislation. In addition, the Licensee shall pay to the Treasurer of the City during the term of this License, a sum equal to the maximum franchise fee allowed by federal law, currently to five percent (5%), of annual Gross Revenues that are received by and paid to Licensee from the provision of

Cable Service during the calendar year ("License Fee"). In the event that federal law increases the maximum allowable franchise fee beyond 5%, the City shall notify Licensee in writing of its desire to receive payment of a franchise based on such new increased fee.

It is understood by both Licensee and the City that such moneys shall be held in trust for a non-profit City Community programming corporation to be established by the City and shall be administered and dispersed by the City in the following manner and for the following purposes: 1) an amount equal to two (2%) of the gross annual revenues received from the provision of Cable Service to be used for the support of community programming; 2) an amount equal to two percent (2%) of the gross annual revenues to be used for the support of educational programming, and 3), an amount equal to one percent (1%) of the gross annual revenues to be used for the support of government programming. All moneys shall be paid to the City Treasurer, and used in the manner determined by the Issuing Authority or its designee.

Notwithstanding the above, the total amount payable to the City and to the Commonwealth under section 4(a) above plus community programming support payments as provided in Section 622 of the Cable Act, and any

State payments, shall in no event exceed the maximum franchise fees permitted by the 1984 Cable Act or other applicable law. Computation of amounts payable to the City under this section shall not include donations of facilities or equipment for community programming purposes.

- (b) Licensee agrees to file with the Issuing Authority copies of all forms that Licensee is required to file with the Cable Commission.

Section 5. Right to Inspect Records and Facilities

With reasonable notice, subject to Federal subscriber privacy laws, the Issuing Authority may visit the places of business and other premises and examine the records, facilities and subscriber agreements of the Licensee to ascertain if all rules and regulations and orders of the Issuing Authority have been complied with.

ARTICLE V

GENERAL PROVISIONS

Section 1. Rates

- (a) Charges shall be consistent with applicable law. The City may regulate rates to the extent permitted under applicable law.
- (b) Service rates may be adjusted by the Licensee consistent with the 1984 Cable Act as amended and defined by the FCC.
- (c) Licensee may waive any maximum charges in whole or in part for promotional purposes.
- (d) Licensee shall afford senior citizens within the City of Pittsfield who subscribe only to the Basic Service tier (no Standard or Premium service) the opportunity to receive a discount in the amount of \$1.50. To be eligible for this discount, individuals who are subscribers must be 65 years of age or older and have head-of-household status.

Section 2. Privacy

The Licensee shall comply with the subscriber privacy provisions set forth in Section 631 of the Cable Communications Policy Act of 1984.

Section 3. Equal Opportunities for Political Candidates

Consistent with all applicable rules of the FCC, if Licensee permits any person who is a legally qualified candidate for any public office to employ the facilities of its system to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office to use such facilities to originate and disseminate any views concerning a controversial issue of public importance, and shall afford reasonable opportunity for the presentation over its facilities of contrary points of view. The foregoing shall be subject to all applicable rules and policies of the FCC and court decisions.

Section 4. Transfer of Control

- (a) Pursuant to M.G.L. 166A, Section 7, this License, or control thereof, shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be unreasonably

withheld. The Issuing Authority shall schedule a public hearing on a petition to transfer this License within sixty (60) days of receipt of such petition, and shall render a decision within sixty (60) days of receipt of such petition, provided such procedure is consistent with state law. Such consent shall be given only after a public hearing upon a written application therefore as provided by the Massachusetts Community Antenna Commission and on forms prescribed by the Massachusetts Commission and the FCC. This provision shall not apply to a transfer of control or assignment to the principal parents of the Licensee, a parent corporation, a subsidiary or an affiliate corporation of the Licensee, or any other firm or entity under common control of the Licensee.

- (b) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage of the License granted to the Licensee shall not constitute a waiver or release of the rights of the City under this License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this License.

- (c) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the License transfer application and

forms requesting such consent to license transfer or assignment.

- (d) Any proposed controlling or owning person or transferee approved by the City shall be subject to all of the terms and conditions contained in this License.

Section 5. Supersedure of Previous Licenses

This renewal license replaces and supersedes all previous licenses between the Licensee and Issuing Authority. All conditions and requirements of General Laws, Chapter 166A, the Cable Communications Policy Act of 1984 as amended, and the rules and regulations of the Federal Communications Commission and the Massachusetts Cable Television Commission are incorporated herein by reference, to the extent not enunciated herein.

Section 6. Severability

If any word, section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any federal or state regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other word, section, sentence,

paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

Section 7. Notice

Every notice to be served under this License shall be delivered by hand or sent by certified mail, postage prepaid, shall be deemed to have been given on the date of hand delivery or on the mailing date thereof and shall be addressed as follows:

To the Issuing Authority: Office of the Mayor
City Hall
Pittsfield, MA 02101 and

Copy to: City Solicitor
City Hall
Pittsfield, MA 02101

or such other address as the Issuing Authority may specify in writing to the Licensee.

To the Licensee: Manager
Time Warner Cable
163 Fourth Street
Pittsfield, MA 01201

Copy to: Division President
Time Warner Cable
Albany Division
130 Washington Ave. Ext.
Albany ,New York 12203-5393

or such other address as the Licensee may specify in

writing to the Issuing Authority.

WITNESS my hand and seal this _____ day of _____,
1996.

APPROVED AS TO FORM

CITY OF PITTSFIELD

By its Issuing Authority

The within License is hereby accepted.

TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP
through its Albany Division,

By: _____

