



TOWN OF TILTON

257 MAIN STREET, TILTON, NEW HAMPSHIRE 03276
(603) 286-4521 (603) 286-4425 FAX (603) 286-3519

Lakes Region Cable Television Consortium

August 20, 1998

Pursuant to the terms and conditions of the Franchise Agreement between the Town of Tilton and Community TV Corporation (Franchisee), it is moved that Community TV Corporation is hereby authorized to transfer its cable television franchise within the Town of Tilton to MetroCast Cable vision of New Hampshire subject to the following:

- A) MetroCast agrees to, and is financially and technically able to abide by all of the terms and conditions contained within said Agreement.
- B) Specifically, MetroCast acknowledges the pertinent sections of the Franchise Agreement addressing Cable System Design and Signal Delivery requirements and limitations.
- C) MetroCast shall not increase its rates beyond customary adjustments associated with the cost of doing business in the cable industry. Specifically, MetroCast shall not implement additional rate increases or inflate customary rate adjustments resulting from the structure and size of its debt.

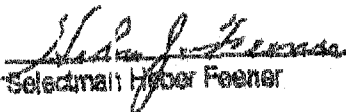
Adopted by Board of Selectmen, Thursday August 20, 1998



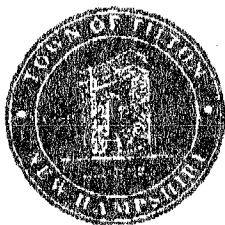
Chairman, Victoria Virgin



Selectman Kenneth Money



Selectman Heber Foener



TOWN OF TILTON

257 MAIN STREET, TILTON, NEW HAMPSHIRE 03276-5136
(603) 286-4521 (603) 286-4425 FAX (603) 286-3519

June 25, 1998

MetroCast Cablevision
Attn: Terry Hicks
168B Central Avenue
Dover, New Hampshire 03820

Re: purchase of the cable franchise presently held by Community TV Corp

Dear Mr. Hicks:

At our meeting of this date, the Board, acting in its capacity as the Cable Television Franchise Issuing Authority, voted to approve the transfer to MetroCast Cablevision of NH, LLC., of the Cable Television Franchise dated June 17, 1968, which is currently held by Community TV Corporation.

This approval shall become effective on the Closing Date of the Asset Purchase Agreement between Community TV Corporation and Harron Communications Corporation.

Please contact us if there are any questions concerning this decision.

Very truly yours,


Kenneth F. Money, Chairman


Heber J. Feener


Victoria T. Virgin
Tilton Selectmen

Tilton Cable Paper

JAMES N. SHEPHERD
ATTORNEY-AT-LAW

FRANKS AND SHEPHERD, P.A.
222 MAIN STREET
TILTON NEW HAMPSHIRE 03276

(603) 286-6364

TOWN OF TILTON

NEW HAMPSHIRE

PERMIT

A permit is hereby granted Community TV Corporation, a corporation duly organized under the Laws of the State of New Hampshire, to erect, install and maintain a television coaxial cable and amplifiers together with their respective attachments and appurtenances on poles of the Public Service Co. of New Hampshire and/or New England Telephone & Telegraph Company, over and across all public highways in the Town of Tilton subject to the following conditions and restrictions:

1. All wires and/or cables, except such as are vertically attached to poles and structures, shall be placed at a height of not less than eighteen feet above the surface of the highway.
2. In the event that the Public Service Company of New Hampshire and the New England Telephone & Telegraph Company abandon the use of their poles in the area for which this permit is granted, and Community TV Corporation purchases any of said poles for its own use from said utilities, then this permit shall continue as to said poles and any replacement of the same by said Community TV Corporation, otherwise this permit shall then terminate upon the abandonment of said poles by said utilities.
3. In the event that Community TV Corporation shall fail to commence service connections to one or more customers within twelve months from the date hereof, then this permit shall be null and void.
4. Community TV Corporation, for itself, its successors and assigns, in consideration of the granting of this permit, shall indemnify and save harmless the Town of Tilton, its successors and assigns, from all claims, damages, costs or expense arising out of the erection and/or maintenance by it or its successors or assigns of cables, amplifiers and appurtenances erected pursuant to this permit.

IN WITNESS WHEREOF, the Town of Tilton has caused its name to be signed and its seal to be affixed hereto by its Selectmen and by the Town Clerk, this 17th day of June, 1968.

WITNESS:

William H. Uggan
Richard J. [unclear]

TOWN OF TILTON

BY Sandra B. Joselyn
Elizabeth [unclear]
Ryan [unclear]

 Selectmen

Town Clerk

William H. Uggan

*MetroCast
Consent*

**CONSENT RESOLUTION AUTHORIZING THE
CONTROL OF THE CABLE TELEVISION FR**

DE

WHEREAS, the cable television franchise in the Town of Tilton (the "Franchise") is currently owned and operated by MetroCast Cablevision of New Hampshire, LLC ("Franchisee"); and

WHEREAS, pursuant to that certain Purchase Agreement dated as of June 10, 1999 (the "Purchase Agreement") between Harron MetroCast Holdings, L.P., a Pennsylvania limited partnership ("Buyer"), and CEA Capital Partners USA, L.P., CEA Capital Partners USA CI, L.P., TL Ventures III Offshore, L.P. and TL Ventures III Interfund, L.P. (the owners of an indirect controlling interest in Franchisee, and "Seller" herein), Board of Selectmen (the "Franchise Authority") has received a request for transfer of the Franchise to Buyer; and

NOW, THEREFORE, BE IT RESOLVED, that the sale, transfer and assignment of the rights, responsibilities and benefits of control of the Franchisee from Seller to Buyer is hereby permitted and approved, the Franchise Agreement shall remain in full force and effect; and

BE IT FURTHER RESOLVED, that the Franchise (and the related CATV ordinance) is in full force and effect without default thereunder to the date hereof in accordance with its terms and conditions as set forth therein, and that no breach has occurred or is continuing under the Franchise; and

BE IT FURTHER RESOLVED, that Buyer and the Franchisee may, at any time and from time to time, assign or grant or otherwise convey one or more liens or security interests in its assets, including its rights, obligations and benefits in and to the Franchise to any lender providing financing to Buyer, from time to time; and

BE IT FURTHER RESOLVED, that the consent to transfer herein provided shall be effective upon and only effective concurrent with the closing of the transactions described in the Purchase Agreement and the subsequent transfer of control of Franchisee to Buyer and Buyer shall notify the Franchising Authority promptly upon the closing of such transactions.

