

COPY

**CABLE TELEVISION FRANCHISE
FOR
GREENFIELD, NEW HAMPSHIRE**

Showcase Cablevision of New England, L.P. dba

FULL VIEW

840 Candia Road
Manchester, NH 03103
603 623-5700

David Bourque
Franchise Manager

CABLE TELEVISION FRANCHISING AGREEMENT

An agreement for the Operation and Maintenance of a Cable Television System in the Town of Greenfield, New Hampshire.

This Agreement entered into this 11TH day of NOVEMBER 1989, by and between the TOWN OF GREENFIELD, a municipal corporation, organized and existing under the laws of the State of New Hampshire, with an address of Greenfield, N.H., 03047, hereinafter called the "Town", and SHOWCASE CABLEVISION OF NEW ENGLAND, L.P. dba FULL VIEW, a limited partnership organized under the laws of the State of New Jersey and having its principal place of business at 840 Candia Road, Manchester, New Hampshire, 03103, hereinafter called the "Franchisee".

WITNESSETH: That in consideration of the fees and agreements to be paid and performed the parties hereto agree as follows:

1. DEFINITIONS

Town - shall mean the Town of Greenfield, New Hampshire.

Franchising Authority - shall mean the Greenfield Board of Selectmen as authorized by vote of the Town Meeting.

Franchisee - shall mean Showcase Cablevision of New England, L.P. dba/Full View (also referred to herein as the "Company") and its lawful successors and assigns.

Person - shall mean any individual, firm partnership, association, corporation, company, or organization of any kind.

Cable Television System (CATV) - shall mean the service of receiving and amplifying signals broadcast by one or more television or radio stations or satellites and distributing such signals by wire cable, microwave, satellite, or other means, whether or not such means are owned by or leased to persons who subscribe to such service.

FCC - shall mean the Federal Communications Commission.

Franchise - shall mean this legal document, duly executed and required by law to regulate the construction and operation of a Cable Television Service.

Subscriber - shall mean a recipient of Cable Television Service, properly paying for such service/

Gross Service Revenues - shall mean any and all compensation, in whatever form, exchange or otherwise derived from the provision of all cable services in the Town of Greenfield.

Initial Build Area - shall mean the routes to be served by Cable Television Service as shown on Exhibit M attached hereto.

2. GRANT OF AUTHORITY

Pursuant to RSA 53-C:3, there is hereby granted by the Franchising Authority to the Franchisee the non-exclusive right and privilege to construct, erect, operate and maintain in, upon, along, across, over, above and under the streets, lanes, sidewalks, avenues, alleys, bridges, highways and public ways and places not laid out or dedicated, and all extensions thereof, and additions thereto, in the Town, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures for the maintenance and operation of a cable television system in the Town; together with the non-exclusive right and privilege to continue in operation existing facilities. The exercise of this right and privilege within, across or under any such location is conditioned upon the Franchisee obtaining any license or permit therefore which may be required under RSA 231:159-182.

3. TERM - RENEWAL

The term of this non-exclusive Agreement shall be for a period of fifteen (15) years beginning November 3, 1989. Thirty-six months prior to the expiration date of the franchise, the Town and the Franchisee any shall conduct an overall review of the sufficiency of this document. It is expressly understood that any amendments hereto must be by mutual agreement consistent with all applicable laws.

This Franchise may be further renewed or extended by mutual agreement of the parties at any time during the term of the franchise granted hereunder for an additional period to be agreed upon by the parties at the time of such renewal or extension in accordance with the then existing rules of the FCC and applicable law.

This non-exclusive Franchise Agreement relates to the present territorial limits of the Town, but will include all extensions of present limits and is not intended to prohibit services outside the franchise area.

4. ASSIGNMENT/SALE OF STOCK

In the event that the Franchise is sold, transferred, leased, assigned or disposed of in whole or part, either by forced or voluntary sale, merger, consolidation, mortgage, trust,

receivership, sale of assets or transfer of controlling stock interest, or any other means the Franchisee shall give the Town thirty (30) days prior written notice of the consummation of such transfer. No such transfer shall be effective or binding upon the Town without prior written consent by the Franchising Authority which written consent shall not be unreasonably withheld. The Town shall take action on any such written request for consent within sixty (60) days following receipt of notice from the Franchisee of its intent to transfer or assign (as defined herein) the Franchise. No such transfer shall be effective unless the transferee shall file a written statement with the Town agreeing to be bound by all terms and conditions of this Franchise. (It shall not be deemed a transfer if it be transferred to any entity which is more than 50% owned or controlled by the Franchisee.)



5. STATEMENT OF OWNERSHIP

The Franchisee shall provide the Town annually with a statement of ownership and all interests in the cable television system presently serving the Town of Greenfield, New Hampshire, and all future expansions thereof as well as a current financial statement setting forth the Franchisee's assets and liabilities. The Franchisee shall further provide the Town in March of each year with a current financial statement setting forth the Franchisee's assets and liabilities relative to the above-described cable television system, together with any additional financial information concerning the Franchisee required by the Franchising Authority to evaluate the Franchisee's overall financial position as it may reasonably be expected to affect the operation of the above-described cable television system. This information shall be for the confidential use of the Franchising authority, and is not to be made available to any other individuals or organizations without the express written authority of the Franchisee.

6. LIABILITY AND INDEMNIFICATION AND OTHER GUARANTEES

A. Indemnification

The Franchisee shall indemnify, protect and save harmless the Town, its officers, agents and employees, or any other entity whose right-of-ways are used by the Franchisee, from and against all claims, damages, losses and expenses, including attorneys' fees, due to any suit, judgment, execution, claim or demand whatsoever, arising from losses and physical damage to property, and bodily injury or death to persons, including payments made under and Workers' Compensation Law, which may arise out of or be caused by the erection, maintenance, presence, use or removal of said attachments on poles within the Town or by any act of the Franchisee, its agents or employees. The Franchisee shall carry insurance, to protect the parties hereto from and against all claims, demands, action, judgments, costs, expenses, and liabilities which may

arise or result, directly or indirectly from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to physical damages to property shall not be less than \$100,000.00 (Dollars) as to any one accident and not less than \$1,000,000.00 (Dollars), aggregate in any single policy year; and against liability due to bodily injury or to death of persons not less than \$500,000.00 (Dollars) as to any one person and no less than \$1,000,000.00 (Dollars) as to any one accident. The Franchisee shall also carry such insurance as it deems necessary to protect it from all claims under the Worker's Compensation Laws in effect that may be applicable to the Franchisee. All insurance required by this Agreement shall remain in full force and effect for the entire life of this Agreement. Said policy or policies of insurance or a certificate of insurance shall be deposited with and kept on file by the Town Clerk or Selectmen's Office. In addition, the Franchisee shall indemnify the Town and its officials and shall hold them harmless of and from any and all liability with respect to alleged copyright infringements, and with respect to the subject matter of any program transmitted by the Franchisee.

Said policies shall be filed with the Town and shall bear a clause naming the Town as an additional insured and requiring at least thirty (30) days prior notice to the Town by the insurance company of any cancellation in said insurance policies.

B. Contravention of Provisions; Costs of Litigation

The Reasonable costs of any litigation incurred by the Town to enforce the provisions of this Franchise against the Franchisee shall be reimbursed to the Town by the Franchisee. Such costs shall include filing fees, costs of depositions, discovery, and expert witnesses, all other expenses of suit, and a reasonable attorney's fee. The reimbursement of such costs shall be required only if a final judgment should be entered in favor of the Town.

7. CONSTRUCTION OF TRANSMISSION FACILITIES AND PERFORMANCE

A. The Franchisee shall have the right to erect and maintain its own poles within the Town upon receiving all appropriate permits and approval of the Town. The Franchisee may, if satisfactory arrangements can be reached with the New England Telephone Company and/or Public Service Company of New Hampshire and any others, business or individual, in the Town, use their physical facilities and attach equipment as required to service to the Town all subject to the approval of the owners of such facilities.

- B. The Franchisee's system shall be located, erected, and maintained so as not to endanger or interfere with the lives of persons, or to interfere with improvements the Town may deem proper to make, or to hinder or obstruct the normal use of the streets, bridges, or other public property. Removal of poles or equipment on behalf of the Town when necessary to avoid such interference will be at the Franchisee's expense.
- C. Construction and maintenance of the system shall be in accordance with the provisions of the National Electrical Safety Code of the National Board of Fire Underwriters and such applicable laws, ordinances, and regulations of the Town or State affecting electrical installations, which may be presently in effect or changed in the future, as well as the regulations of the FCC regarding quality of service rendered to the Town. All installations of equipment shall be of a permanent nature, durable, and installed in accordance with good engineering practice.
- D. In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Franchisee shall, prior to construction, consult with the property owner of said pavement, sidewalk, driveway, etc., and agree to replace and/or repair, at its own expense, all surfacing so disturbed to its original condition.
- E. The Franchisee shall have the authority to trim trees upon and overhanging streets, sidewalks, and public places of the Town so as to prevent the branches of such trees from coming in contact with the facilities of the Franchisee, only to the extent said Town would have the right to do so, all trimming to be done at the expense and liability of the Franchisee.
- F. The Franchisee shall conduct all trimming operations in a manner consistent with the method used by the Public Service Company and the New England Telephone Company or as otherwise prescribed by the Town. Where trees abut private property, the Franchisee shall confer with the property owner and proceed in accordance with State law.
- G. The Franchisee shall have the right to use any public or private easements or right-of-ways with the permission of the appropriate owner of said easement or right-of-way.
- H. The Franchisee shall install a cable television system with a bandwidth of no less than 450 MHz with a maximum capacity of 60 channels with not less than 23 activated channels. The Franchisee shall have the right to substitute programming at its discretion and shall use

its best efforts to maintain the same mix of programming as set forth in Exhibit A to the extent available on substantially the same terms.

- I. Within thirty (30) days of the execution of this Agreement, the Franchisee shall make its best effort to file with appropriate authorities and utilities all initial papers and applications necessary to permit commencement of construction and operation and shall diligently pursue the acquisition of necessary pole attachment contracts or other necessary easements.
- J. Within sixty (60) days from receipt of all required permits, the Franchisee shall commence construction within the meaning set forth in this Agreement of the cable television system. Such construction shall be pursued within reasonable diligence.
- K. Within six (6) months from the receipt of all required permits, the Franchisee shall commence operation of at least some of the system and within 12 months of such permits shall have all the initial build area in operation. The Franchisee shall proceed with all due diligence to obtain all required permits. In the event that the Franchisee shall fail to obtain all required permits within twenty-four (24) months from the date of this agreement, then at such event, the Town shall have the option to cancel this agreement as described in Paragraph 10 herein.
- L. The Town may, in its discretion, extend the time for the Franchisee, acting in good faith, to perform any act required hereafter. The time for performance shall be extended or excused, as the case may be, for any period during which the Franchisee demonstrates to the satisfaction of the Selectmen that the Franchisee is being subjected to delay or interruption due to circumstances beyond its control.

8. SERVICE STANDARDS

A. Complaint Procedures.

The Franchisee will adopt its own complaint procedures with respect to the investigation and resolution of all complaints regarding cable television operations. The Franchisee will establish a telephone number which can be dialed free of charge at any time of day or night for subscribers to call with maintenance requests or service complaints. All complaints shall be investigated within twenty-four (24) hours and, if due to Franchisee's equipment, shall be repaired as soon as reasonably

possible. Notice of the procedures for reporting and resolving complaints will be given to each customer by the Franchisee at the time of initial installation of the cable television system. The Town will be provided, in advance, with material related to complaint procedures. Any unresolved complaints may be filed with the Town during business hours. Such complaints may be kept on file by the Town for a period deemed necessary by the Town. The Franchisee's agent shall be available upon fifteen day's notice to meet with the Selectmen's representative to discuss unresolved service complaints.

B. Discrimination.

The Franchisee shall not refuse service to any person or organization who requests such service for a lawful purpose. The Franchisee shall not, as to rates, charges, service facilities, rules, regulations or in any other respect make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage, except for the establishment of a rate schedule to be filed with and approved by the Town as provided herein, except the Franchisee may offer discounted rates to its employees and also may offer special rates for promotional purposes.

C. Customer List.

The Franchisee shall not provide any list designating customer's names and/or addresses to any other third party not involved in the provision of cable television service without prior approval by the Town.

D. Service Response.

The Franchisee will provide reasonable service response, seven (7) days a week for all complaints and requests for repairs. Upon request within thirty (30) days of the service outage, the Franchisee will credit any affected subscriber the pro rata portion of the number of signals affected by the outage, for each twenty-four (24) hour period wherein service is not provided.

E. Interruption and Rebate.

The Franchisee may, whenever it is necessary, interrupt service over the system for the purpose of maintenance, alteration or repair, but will endeavor to do so at such time as will cause the least amount of inconvenience to its subscribers, unless such interruption is unforeseen or due to an emergency. Upon request within thirty (30) days of the service interruption, the Franchisee will

credit any affected subscriber the pro rata portion of the number of signals affected by the outage, for each twenty-four (24) hour period wherein service is not provided.

9. FRANCHISE FEES

- A. The Franchisee agrees to pay to the Town three percent (3%) of the Franchisee's gross service revenues per year derived from operation in the Town.
- B. Computation of Payments Due. Payments due the Town under this provision shall be computed quarterly, for the preceding quarter, as of March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after the dates listed in the previous sentence. Each payment shall be accompanied by a report, signed by the Franchisee, showing the basis for the computation. Within ninety (90) days after the close of the Franchisee's fiscal year, the Franchisee shall submit a statement of a certified public accountant certifying the proper figure for the annual fee for the past year.
- C. The Franchisee further agrees to submit to the Town any reasonable financial data requested by the Town to verify gross receipt payments made pursuant to this section.

10. CANCELLATION AND EXPIRATION

The Town shall have the right to revoke the Franchise granted to the Franchisee if the Franchisee fails to comply with any material provision of the Agreement, or any reasonable order, direction, standard, requirement, license or permit issued by the Town or any Town agency pursuant to this Agreement, or any rule, standard, ordinance or regulation promulgated by the Town. Such cancellation shall be by vote of the Town Selectmen with the following procedures:

- A. (i) The Town shall notify the Franchisee in writing of the alleged failure or persistent failure of compliance and give the Franchisee a reasonable opportunity to correct such failure or persistent failure or to present facts and argument in refutation of the alleged failure or persistent failure to the sole satisfaction of the Town. A reasonable opportunity shall not exceed thirty (30) days.
- (ii) If the Town Selectmen then conclude after a due process hearing that there is a basis for cancellation of the franchise pursuant to the

provisions of the above paragraph, they may cancel the franchise agreement.

- B. (i) If for ten (10) consecutive days, the CATV system, or any part thereof, is inoperative, or if the same is inoperative for twenty (20) twenty-four (24) hour days out of any consecutive twelve (12) month period, the Town may cancel the franchise agreement forthwith. Outages attributable to utilities other than the Franchisee do not apply in this section.
- (ii) Any revocation shall not make the Town liable to the Franchisee for reimbursement of investments or losses including future earnings incurred prior to the revocation or caused by said revocation or to any Franchisee's customers.

11. MUNICIPAL SERVICE AND PUBLIC ACCESS CHANNELS

The Franchisee shall provide single drop basic service at no cost to the Greenfield Schools, the Greenfield Town Offices and the Greenfield Fire Station. Expansion beyond single drop service for such locations will be provided at a cost basis for installation with no monthly charges.

The Franchisee shall provide access in co-operation with the New Boston Information Channel for locally originated public affairs programming. The Franchisee will provide the air time on the New Boston Information Channel without charge.

12. LINE EXTENSION POLICY AND STANDARD INSTALLATIONS

The Franchisee will provide service to households beyond the initial build area, which is shown on the map provided with the proposal, however, these customers shall pay a proportionate share of the cost of construction as outlined in this section.

- A. The Franchisee will extend its lines to any dwelling unit where said lines will pass at least an average of fifteen (15) homes per continual mile of cable plant as indicated on the initial build map included with this agreement. Extensions may be made in other areas that do not meet the above conditions so long as the customer shares the cost of construction with the Franchisee as described below.
- B. The Franchisee will provide an estimate of the construction expenses required to connect such households. The estimate will specify the portion of the expense to be assumed by the Franchisee, defined in the paragraph D below, with the remaining expense to be borne

equally by the requesting households. The Franchisee's type of construction is aerial.

- C. Before proceeding with the construction, the Franchisee may require the requesting households to enter into a contract containing suitable payment requirements and other conditions.
- D. Each proposed Line Extension will be engineered and estimated individually. The Franchisee will then notify all customers along the proposed extension of the total cost estimate for the entire extension and the amount which the Franchisee shall bear. The remaining amount shall be borne by the customers along the route of the extension.

The Franchisee will provide the portion equal to one-eighteenth (1/18) of the cost for each customer within a continual route mile of cable which is consistent with the agreement for the initial build area.

Example: If there were 9 customers on a proposed Line Extension of a mile in length and the cost was \$9,000.00, the Franchisee would furnish 9/18th (\$4,500.00) and the 9 customers would pay \$500.00 each or \$4,500.00 total.

For Line Extensions of less than one mile the same criteria of customer density and customer cost sharing would apply.

- E. It is recognized that some households in the outlying Town area may not initially request cable service. In the event that a group of requesting households seeks the extension of lines from outlying Town households which previously bore construction expenses, then the Franchisee shall calculate the pro rata portion of the earlier construction to be paid for by the subsequently requesting group. Upon payment thereof to the Franchisee, such amount shall be refunded to the affected households. However, the right to receive the foregoing refund will terminate one (1) year after completion of construction in each particular outlying section; thereafter, the Franchisee may add new subscribers without pro rata refunds.
- F. A Standard Installation includes an aerial or buried service drop to bring the service from the Distribution Cable to the Customer's premises and wiring into the first service outlet, provided that the service wire is 500 feet or less in length. Standard Installations require surface (non-concealed) wiring on the customer premises. Standard Installation charges apply for all new customers or existing customers that move to a new

location which has never had service. Service Drops in excess of 500 feet will be installed, with the subscriber responsible for the material plus labor costs of the portion of the installation above 500 feet in length.

Concealed Wiring is defined as wiring through a structure that is concealed within the walls, ceiling or doors to the points of outlet. For concealed wiring installation, customers will be required to make arrangements on their own.

13. RATES

As a result of "The Cable Communications Policy Act of 1984", the various rates and charges of the Franchisee will not be regulated by the Town due to sufficient opportunity for competition. However, a list of all current rates and charges will be provided the Town at all times.

14. SECURITY FUND

Within ninety (90) days after the effective date of the Franchise, the Franchisee shall deposit with the Town a bond, irrevocable letter of credit, or cash as a security deposit in the amount of One Hundred Thousand Dollars (\$100,000.00). The amount of the security fund may be reduced at the option of the Town to Zero Dollars upon the completion of construction of the system. The security fund may be used to compensate the Town for any failure by the Franchisee to perform its obligations under the Franchise including, but not limited to, damages, losses, or costs, suffered by the Town by reason of the failure of the Franchisee to satisfactorily complete and activate the system as provided herein.

The Town shall not draw upon the security fund until it shall have provided the Franchisee with reasonable notice of the basis for the claim and an opportunity to be heard concerning the merits of the claim.

15. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause, phrase or word of this Franchise, or other Franchise documents including the Franchisee's application, should be held invalid or unconstitutional either by the FCC or any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word, shall be deemed severable as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
- B. Failure to Enforce Provisions. The Franchisee shall not be excused from complying with any of the terms and

conditions of this Franchise by any failure of the Town upon one or more occasions to insist upon or to seek compliance with any such terms or conditions.

- C. Unauthorized Connections or Service. No other cable television system may be operated in the Town without specific written authority granted by the Board.

It shall be unlawful for any firm, person, group, company, corporation, or governmental body or agency, without the written consent of the Franchisee, to possess or make any connection, extension, or division whether physically, acoustically, inductively, electronically, or otherwise, with or to any segment of this cable television system for any purpose whatsoever.

It shall be unlawful for any firm, person, group, company, corporation, or governmental body or agency to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the cable television system for any purpose whatsoever.

The violation of any of the foregoing paragraphs in this section shall subject the violator or violators to reimbursing the Franchisee for losses incurred, such reimbursement shall be in addition to any other legal remedies which the Franchisee may have regarding the aforementioned violations.

- D. Compliance with Applicable Laws. The Franchisee shall at all times during the life of this Agreement be subject to all laws, statutes, codes, ordinances, rules, or regulations applicable to its business. The Town shall not pass any ordinances inconsistent with the rights granted in this Franchise.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the aforesaid day and year.

WITNESS:

Adelle Jayson
Adelle Jayson
Adelle Jayson

TOWN:

Steven Robertson
Steven Robertson
Sharon A Gordon
Sharon Gordon
Charles S Burrage
Charles Burrage

Adèle Gagnon

FRANCHISEE:

David L. Bourque
General Partner

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS.

Personally appeared the above-named Selectmen of the Town of Greenfield, New Hampshire, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of the Town.

Before me,

Adèle Gagnon
Notary Public

My commission expires:

ADELE GAGNON, Notary Public
My Commission Expires July 7, 1991

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS.

Personally appeared the above-named David L. Bourque, General Partner of Showcase Cablevision of New England. L.P. dba/Full View, and acknowledged the foregoing instrument to be his free act and deed in his capacity as General Partner of the said Showcase Cablevision of New England, L.P.

Before me,

Adèle Gagnon
Notary Public

My commission expires:

ADELE GAGNON, Notary Public
My Commission Expires July 7, 1991

FULL VIEW EXHIBIT A

FULL VIEW

840 CANDIA ROAD; MANCHESTER, NEW HAMPSHIRE 03103

TELEPHONE 1-603-623-5700

TOLL FREE NH 1-800-233-VIEW

FULL VIEW

840 CANDIA ROAD

MANCHESTER, N.H., 03103

603-623-5700

NH TOLL FREE 1-800-233-VIEW

CABLE CHANNEL	DESCRIPTION OF SERVICES
2	CHANNEL 2 WGBH BOSTON, PBS
3	ELECTRONIC PROGRAM GUIDE
4	CHANNEL 4 WBZTV BOSTON, NBC
5	CHANNEL 5 WCVB BOSTON, ABC
6	ESPN-24 ENTERTAINMENT & SPORTS
7	CHANNEL 7 WNEV BOSTON, CBS
8	THE NEW BOSTON CHANNEL
9	OPEN
10	CHANNEL 56 WLVI BOSTON, IND
11	CHANNEL 11 WENH DURHAM, PBS
12	CHANNEL 9 WMUR MANCHESTER ABC
13	PAY PER VIEW
15	CHANNEL 25 FOX TELEVISION
16	CHANNEL 38 WSBK, BOSTON, IND
17 *	NESN-NEW ENGLAND SPORTS NETWORK
18 *	SPORTS CHANNEL NEW ENGLAND
19 *	TNC-THE MOVIE CHANNEL
20 *	SHO-SHOWTIME
21 *	CINE-CINEMAX
22 *	HBO-HOME BOX OFFICE
23 *	DIS-THE DISNEY CHANNEL
24	CHANNEL 60 W60T HERRIMACK IND
25	CNN-CABLE NETWORK NEWS
26	WTBS-SUPER STATION ATLANTA
27	WICK-NICKELODEON
28	TNN- THE NASHVILLE NETWORK
29	USA-USA CABLE NETWORK
30	WMOR-SUPER STATION NEW YORK
31	TDC-THE DISCOVERY CHANNEL
32	A&E- THE ARTS & ENTERTAINMENT
33	MTV-MUSIC TELEVISION
34	WGN-SUPER STATION CHICAGO
35	CVN-CONSUMER VALUE NETWORK
36	TNT-TURNER NETWORK TELEVISION
37	CHANNEL 50 WNDZ DERRY, IND
38	VNI-VIDEO NITS ONE
39	TLC-THE LEARNING CHANNEL
40	FNN-FINANCIAL NEWS NETWORK
41	TWC-THE WEATHER CHANNEL

FULL VIEW EXHIBIT A

RATES AND CHARGES

BASIC SERVICE	\$12.00 MONTHLY
THE MOVIE CHANNEL	\$10.00 MONTHLY
SHOWTIME	\$10.00 MONTHLY
HOME BOX OFFICE	\$13.00 MONTHLY
CINEMAX	\$11.00 MONTHLY
DISNEY CHANNEL	\$ 7.50 MONTHLY
SPORTS PACKAGE	\$12.00 MONTHLY

INSTALLATION	\$25.00
INSTALL ADDITIONAL OUTLETS	\$10.00
CHANGE OF SERVICE	\$10.00
RECONNECT CHARGE-OVERDUE ACTS.	\$25.00
NON-CABLE RELATED SERVICE CALL	\$20.00
CONVERTER-SECURITY-DEPOSIT	\$30.00
REMOTE CONTROL MONTHLY CHARGE	\$ 2.50
2ND CONVERTER-ADD SVC. CHARGE	\$ 2.50
2ND OUTLET-ADDITIONAL PER MO.	\$ 2.50

THE 8580 CONVERTER CAPABILITIES

- TV TOP CLOCK DISPLAY
- REMOTE CONTROL
- ON AND OFF CONTROL FOR YOUR TV
- MEMORY RECALL FOR FAVORITE CHANNELS
- PARENTAL AUTHORIZATION
- VCR TIMER FEATURE
- PAY PER VIEW FEATURE