

**AN AGREEMENT TO AMEND THE FRANCHISE
AGREEMENT BETWEEN THE CITY OF KEENE,
NEW HAMPSHRE
AND
TIME WARNER CABLE LLC.**

WHEREAS, Time Warner Cable LLC. (hereinafter "Time Warner" or "Franchisee"), is the duly authorized holder of a Franchise to operate a Cable System in the City of Keene (hereinafter "the City"), said Franchise having originally commenced on May 28, 2003; and

WHEREAS, the City Council, as the Franchising Authority, having examined the financial requirements of its access operations, has determined that there is a need to increase the Franchise Fee to help with operational costs associated with the running of its Access Channel; and

WHEREAS, Time Warner is willing to amend the Franchise Fee provision of the Franchise Agreement and other provisions mutually agreed to by the parties.

NOW THEREFORE, after due and full consideration, the City and Time Warner agree as follows:

Section 2.4(a) of the Franchise is hereby deleted and the following is inserted:

2.4 (a) Effective January 1, 2008, Franchisee shall collect a two percent (2%) Franchise Fee from subscribers, from which seventy-five hundredths percent (.75%) will be retained by Franchisee until Franchisee recovers the full amount due to the Franchisee from the advance on Franchisee Fees paid by Franchisee at the commencement of the Franchise Agreement, said amount totaled One Hundred Fifty-Three Thousand Four Hundred Fifty-Eight Dollars (\$153,458). Any further increase in the Franchise Fee above said two percent (2%) collected by Franchisee may not occur until January 1, 2009, and

must be preceded by a public hearing affording the public the opportunity for full comment. In no event shall the annual Franchise Fee exceed three and twenty-five hundredths percent (3.25%) of Gross Revenues throughout the duration of the contract, Franchisee shall implement any increase within ninety (90) days written notice from the City.

Payments shall be made monthly within thirty (30) days after the close of each calendar month. Each payment shall be accompanied by a statement certified by one of Franchisee's certified public accountants documenting the factual basis for payment in reasonable detail, including a breakdown by category and source of Franchisee's Gross Revenues upon which such payment is based. The City may designate a particular City account or fund, including any reserve or trust fund duly established, to which the Franchisee shall direct Franchise Fees due hereunder. Franchisee shall complete and remit to the Franchising Authority the Gross Annual Revenues Reporting Form, attached hereto as Exhibit A, with each monthly payment.

Section 3.6 of the franchise is hereby amended by deleting Section 3.6 and replacing it with the following:

3.6 (a) Franchisee shall provide at a minimum one (1) Access Channel for Public, Educational, and Governmental Access for shared use with the Towns of Marlborough and Swanzey. Franchisee shall allocate an additional channel on the digital tier when the first channel is programmed at least eighteen (18) hours per day with seventy-five (75%) percent non-character generated, non-duplicated, locally produced programming over an eight (8) week period.

3.6 (b) The Franchising Authority and/or its designee shall establish rules for the use of the Access Channels consistent with the provisions of the Cable Act.

3.6 (c) If an Access Channel location change is necessary, the Franchisee shall (i) notify the Franchising Authority in writing of such change sixty (60) days in advance, if possible; and (ii) assist the Franchising Authority in advertising and promoting any new channel locations. The Access Channels shall be operated in accordance with Section 611 of the Cable Act.

3.6 (d) The Franchisee shall provide repair service for the Communities' Access Channels at no cost to the users.

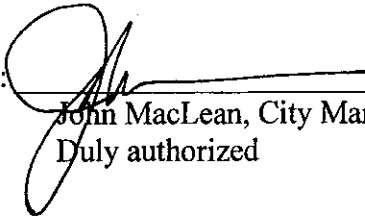
3.6 (e) To enable the City to transmit live Access Programming, origination sites shall be installed and maintained by the Franchisee from Keene City Hall and the Keene Public Library. Each location shall be responsible for the purchase and maintenance of all end user equipment. Should the City elect to add additional origination locations, Franchisee shall provide the same at the City's cost and expense.

3.6 (f) The Franchisee shall provide the City with the capability to ensure that said Programming is properly switched, either manually or electronically, to the appropriate downstream Access Channel, if more than one is activated in accordance with Section 3.6 (a) above, in an efficient and timely manner.

3.6 (g) The Franchisee shall provide and maintain all necessary processing equipment at the headend to switch Upstream Signals from the City to the designated downstream Access Channel.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Amendment to be executed by their duly authorized representative this 21st day of December, 2007.

THE CITY OF KEENE

By: 
John MacLean, City Manager
Duly authorized

TIME WARNER CABLE LLC

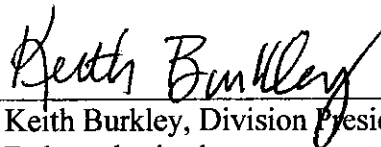
By: 
Keith Burkley, Division President
Duly authorized

EXHIBIT B

NEW SERVICE TERRITORY DENSITY REQUIREMENT

The Franchisee shall provide for construction of all necessary line extensions for Cable Service to new dwelling units when the number of new Subscribers reaches the density requirement of fifteen (15) full time Subscribers per mile of cable facilities as measured from Franchisee's existing distribution system, with a one year service commitment. In the areas with less than fifteen (15) Subscribers per mile of plant, the Franchisee shall require pro rata payment.

For example, where there are seven (7) Subscribers per mile, the Franchisee shall pay fifty (50%) percent of the cost of such line extension and the Subscribers shall pay fifty (50%) percent;