

0677b

CABLE TELEVISION FRANCHISE AGREEMENT
Between the Town of Roxbury, New Hampshire
and
Group W Cable, Inc.

This is an agreement effective November 21, 1985 through December 31, 2000, made by and between the Town of Roxbury, New Hampshire (hereinafter "franchisor"), a municipal corporation organized and operating under the laws of the State of New Hampshire, and having its principal place of business at Town Hall, Roxbury, New Hampshire, and Group W Cable, Inc., a New York Corporation (hereinafter "franchisee"), having its local principal place of business at Eagle Court, Keene, Cheshire County, New Hampshire, is hereby executed for the purposes of memorializing a non-exclusive cable television system franchise to be held and utilized throughout the duration of this agreement within the boundaries of the franchisor and said franchise is granted by the Town of Roxbury Board of Selectmen on the date written above.

This agreement constitutes the complete and total integrated agreement of the parties regarding the franchise and it is the intention of the parties that it be so regarded, excepting only that it shall be interpreted in light of relevant state and federal enactments as they may be amended from time to time with the provisions of these applicable laws being binding upon the parties hereto. The franchise agrees to comply with and be bound by all lawful provisions of Town of Roxbury ordinances, as amended from time to time in accordance with the exercise of its police powers for the health and safety of its citizens, provided that such amendments neither change the material terms hereof nor are economically unreasonable or technologically infeasible.

It is the intention of the parties that if any provision of this franchise agreement is found to be unlawful or invalid by a court of competent jurisdiction, it shall be separable from the remainder of the agreement which shall continue in full force and effect between the parties until its termination.

Franchise Terms

1. Cable Television System and Capability

- A. The franchisee will, at its expense build an extension of its present system in Keene, New Hampshire to the Town of Roxbury, New Hampshire. The system construction shall commence as quickly as reasonably feasible, weather permitting. Upon completion of the Roxbury line extension, i.e.: system turn on, the cable system shall be a single trunk, single feeder system, designed and built

spaced at 400 MHZ with electronics to operate at 300 MHZ (35 channels).

- B. The cable system extension is expected to be completed by May 31, 1986 providing that all pole rearrangements have been completed by the appropriate utility and further provided that nothing has occurred preventing completion which is beyond the franchisee's control.

2. Franchise Fee or Payments

The franchisor waives its rights to a franchise fee or franchise payments.

3. Cable System Services & Features

- A. The cable system shall initially offer 28 available channel service with ultimate electronic capacity of 35 channels at activation and, for so long as it is a line extension of the Keene system, will generally have the system characteristics of the Keene, New Hampshire, system.

- B. The franchisee will, at its expense, extend cable service within the Town of Roxbury to include the following areas:

Middle Town	from beginning to PSNH Pole #82/45
Branch Road	1.5 miles
STONE Dam Road	from beginning to PSNH Pole # 82/49

- C. The franchisor shall not require the franchisee to extend its cable plant within any area where there exists a density of less than 50 residents per mile. The franchisee will review for feasibility all future line extensions, including construction-in-aid proposals that do not meet the aforementioned density.

- D. The franchisee shall, at its expense, include the Town of Roxbury on the Emergency Override Service (Emergency Alert Service).

- E. The franchisee shall provide, at no charge, one basic service outlet at the Town Hall.

4. Modification or Termination of Franchise:

This agreement may be modified only by an agreement between the parties executed in the same manner as this agreement. The franchise which is the subject of this agreement may be terminated by the franchisor only in accordance with law applicable at the time of said termination provided there is substantial and material non-compliance by franchisee which is not remedied within sixty (60) days after written notice of non-compliance from franchisor to franchisee. This agreement

may be assigned by the franchisee to a successor upon written notice to franchisor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their seals, if any there be, and subscribed by the hand of their duly authorized agents:

THE TOWN OF ROXBURY, NEW HAMPSHIRE

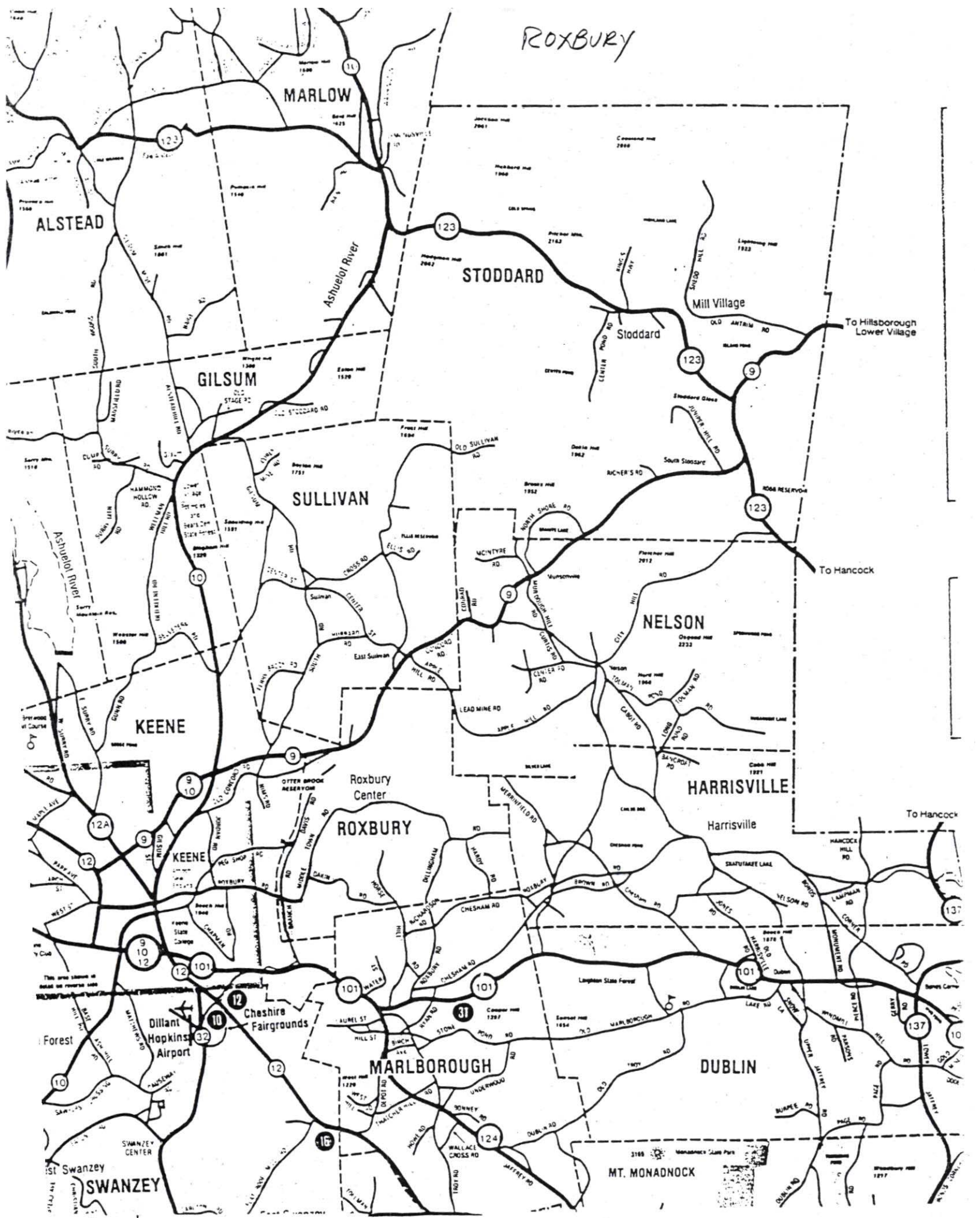
Richard J. Gaudy 12/9/85
SELECTMAN DATE

R. W. [Signature] 12/9/85
SELECTMAN DATE

GROUP W CABLE, INC.

BY: [Signature] HARRY F. MURRAY, CHAIRMAN AND CEO
Chari F. [Signature] 12/2/85
WITNESS DATE

ROXBURY



CONSENT TO TRANSFER OF FRANCHISE

THIS CONSENT of the Town of Roxbury ("Grantor"), granted the date set forth under the signature line below,

WITNESSETH:

WHEREAS, Group W Cable, Inc., a New York corporation ("Group W Cable"), through GWC 45, Inc., a wholly-owned subsidiary ("GWC Subsidiary"), operates and maintains a cable television system in Grantor's community pursuant to that certain franchise, license, permit or other authorization (as amended to the date hereof, the "Franchise") granted by Grantor and evidenced by the document(s) listed on Exhibit A hereto (such cable television system and the Franchise being hereinafter collectively referred to as the "System"); and

WHEREAS, Group W Cable's parent corporation, Westinghouse Broadcasting and Cable, Inc., an Indiana corporation ("Westinghouse"), is selling and otherwise transferring all of the issued and outstanding shares of the capital stock of Group W Cable to American Television and Communications Corporation, a Delaware corporation ("ATC"); Century Southwest Cable Television, Inc., a Delaware corporation; TCI Holdings, Inc., a Colorado corporation; and affiliates of, or subsidiaries or partnerships owned or controlled by, Comcast Corporation, a Pennsylvania corporation, Daniels & Associates, Inc., a Delaware corporation, Houston Industries Incorporated, a Texas corporation and ATC (the foregoing entities being hereinafter collectively referred to as the "New Owners"), and thereby transfer control of Group W Cable to the New Owners; and

WHEREAS, the Town of Roxbury approved the transfer of control of GWC Subsidiary and the foregoing sale of Group W Cable's capital stock to the New Owners on January 27, 1986; and

WHEREAS, the New Owners presently intend to cause GWC Subsidiary to transfer and assign the System to a General Partnership between ATC Holdings, Inc., a Delaware

corporation and KBLCOM Incorporated, a Texas corporation (the "Transferee") as soon as practicable after the closing date of the foregoing stock sale (the "Closing Date"); and

WHEREAS, Grantor is willing to consent to the transfer and assignment of the System to Transferee after the Closing Date;

NOW, THEREFORE, in consideration of the premises, Grantor hereby consents to the transfer and assignment of the System to the Transferee after the Closing Date, provided that this consent shall be subject to the condition that the Transferee shall (promptly after the date of such transfer and/or assignment) execute and deliver to Grantor its acceptance of, and its agreement and undertaking to perform all of the duties and obligations under, the Franchise.

IN WITNESS WHEREOF, Grantor has executed this consent, effective the Closing Date referenced above.

GRANTOR

By: R. Whipple

Title: CHAIRMAN BOARD OF SELECTMAN

Date: 4/21/86, 1986