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

This agreement effective October 21, 1985 through December 31, 2000, made by and between the Town of Surry, 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, Village Road, Surry, New Hampshire, and Group W Cable, Inc., a New York Corporation (hereinafter franchisee), and subsidiary of Westinghouse Broadcasting and Cable, Inc. 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 Surry Board of Selectmen as of 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 franchisee agrees to comply with and be bound by all lawful provisions of Town of Surry ordinances, as amended from time to time adopted 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.

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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 Surry, New Hampshire. The system construction shall commence as quickly as feasible. Upon completion of the Surry 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 provided 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

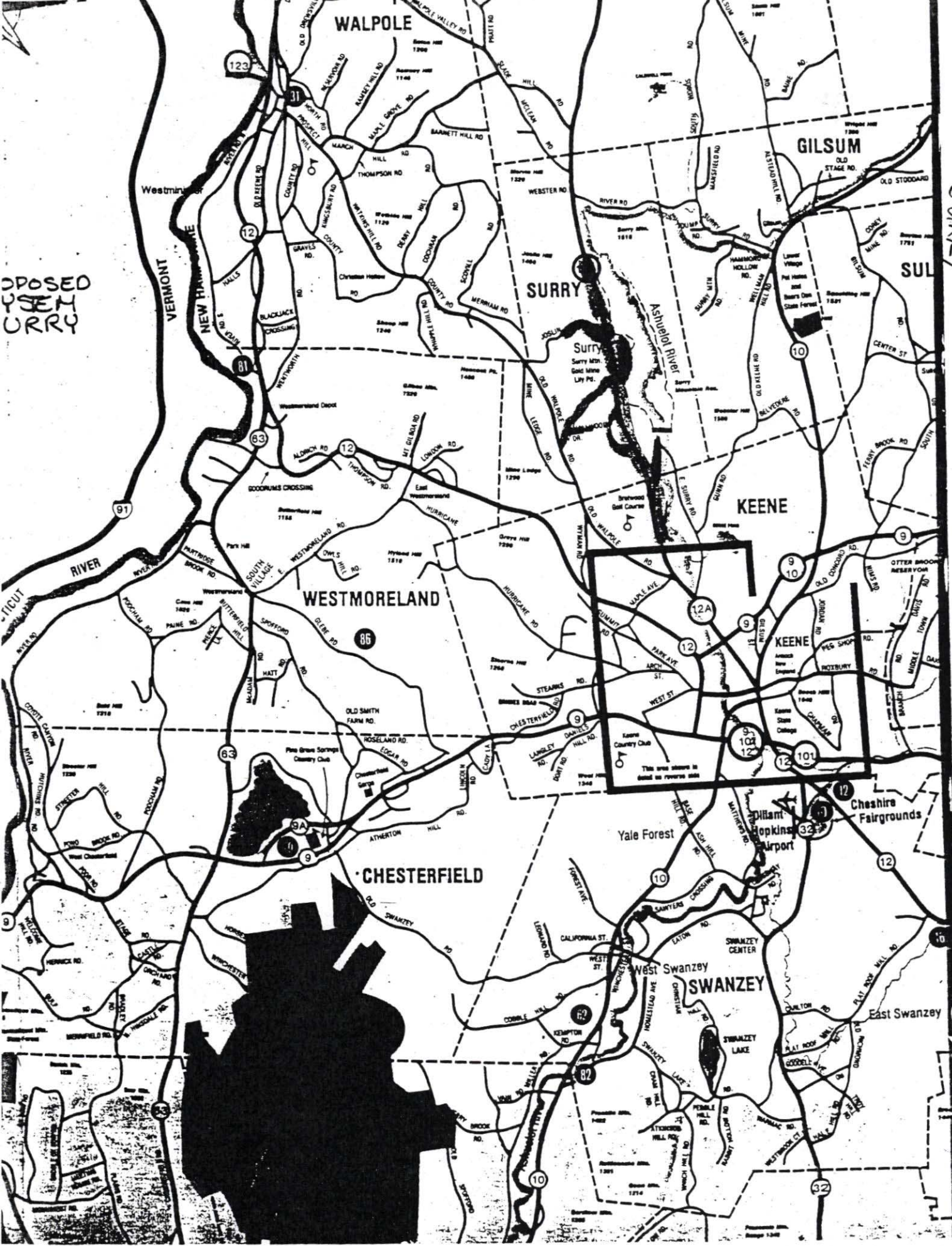
- A. The cable system shall initially offer 28 available channel service with ultimate electronic capacity of 35 channels at activation and, for so long as it is a line extension of the Keene system, will generally have the system characteristics of the Keene, New Hampshire, system.
- B. The franchisee will, at its expense, extend cable service within the Town of Surry to include the following areas:

West Surry Road
Joslin Road
Crain Road
Village Road
Pond Road
Hallwood Drive
Malcomb Drive
Surry Dam Road
Hayward Drive
Old Walpole Road

Keene Line to PSNH Pole # 164/117
To PSNH Pole # 172/6
Complete
Town Hall to Dead End
Rt. 12A to Old Walpole Road
Complete Road
To Quintellio's
Rt. 12A to PSNH Pole # 166/15
Complete Road
Keene Line to PSNH Pole # 542/7

PROPOSED
LYSEM
SURREY

SURREY



WALPOLE

GILSUM

SURRY

KEENE

WESTMORELAND

CHESTERFIELD

SWANZEY

PROPOSED
LYSEM
SURREY

SURREY

CONSENT TO TRANSFER OF FRANCHISE

THIS CONSENT of the Town of Surry ("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 Surry 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 13, 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: James A. Jory
Title: Director (Chairman)
Date: July 17, ~~1988~~ 1989

Exhibit A

Franchising Document(s)

Exhibit B

Future Affiliate, Subsidiary and Partnership Stockholders.

1. ATC Holdings, Inc., a Delaware corporation, a wholly-owned subsidiary of ATC.
2. KBLCOM Incorporated, a Texas corporation, a wholly-owned subsidiary of Houston Industries Incorporated.
3. Comcast Cablevision of Connecticut,
Comcast Cablevision of Alabama,
Comcast Cablevision of the Southeast,
Comcast Cablevision of Florida,
Comcast Cablevision of California,
all partnerships of two wholly-owned Comcast Corporation subsidiaries.
4. Daniels-Hauser Holdings, a partnership and affiliate of Daniels & Associates, Inc.