

FINAL APPROVED
VERSION!
COPY

CABLE COMMUNICATIONS FRANCHISE AGREEMENT

OF

KING VIDEOCABLE COMPANY

DATE: DECEMBER 17, 1990

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KING VIDEOCABLE COMPANY

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KING VIDEOCABLE COMPANY
CABLE COMMUNICATIONS FRANCHISE AGREEMENT

AN AGREEMENT entered into on _____, 1990, by and between CALAVERAS COUNTY, CALIFORNIA, hereinafter "COUNTY", and KING VIDEOCABLE COMPANY, a California corporation, hereinafter "LICENSEE".

WHEREAS, LICENSEE is operating a cable television service within the unincorporated areas of Calaveras County pursuant to a license granted by the COUNTY; and

WHEREAS, the license is due to expire on July 15, 1991; and

WHEREAS, LICENSEE wishes to renew its License; and

WHEREAS, the COUNTY is agreeable to such a renewal, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties agree as follows:

1. Calaveras County Code Provisions Incorporated by Reference. This Agreement incorporates within itself, as if set forth in full, the provisions in their entirety, as they may be amended from time to time, of the Calaveras County Code, Chapter 5.12, subtitled, Community Antenna Television Franchises, hereinafter "The Enabling Ordinance". LICENSEE shall comply with all such code requirements.

2. Grant of License. COUNTY grants to LICENSEE a nonexclusive license to construct, operate, and maintain a cable communications system within the public rights-of-way within the

unincorporated areas of the COUNTY, as identified in Attachment A, incorporated herein by reference.

The COUNTY retains the right to grant to other persons or entities additional licenses, rights, privileges, or authorities in the same or other public rights-of-way by license, permit, or otherwise, provided that such additional grants shall not operate to modify, revoke or terminate any rights granted to LICENSEE by this Agreement. If such other grant contains terms which are less burdensome and/or more favorable to the grantee than are the terms in this Agreement, then the parties agree to negotiate in good faith about amending this Agreement to reflect such terms.

3. Authorization to Operate. Subject to the terms and conditions of this Agreement and the County Code provisions incorporated by Section 1 above, LICENSEE is authorized to construct, operate, and maintain a cable communications system within the area identified in Attachment A for the term of this license.

4. Term. The term of this license shall be twenty (20) years commencing July 15, 1991, and terminating July 14, 2011, at which time it shall expire and be of no further force and effect.

5. License Fee.

A. Annual Payment. Commencing with the effective date of this Agreement, LICENSEE shall pay to the COUNTY a license fee in the maximum amount identified in the County Code on its gross annual receipts derived pursuant to this license. "Gross annual receipts" shall have the definition as provided in Section 5.12.010 G of the Enabling Ordinance.

B. Right of Inspection. At all reasonable times upon prior written notice to the LICENSEE, the COUNTY shall have the right to inspect and audit the LICENSEE's records showing the gross revenues from which its license fee payments are computed, provided that such inspection and audit shall extend to no other books or records of the LICENSEE. If any such independent audit of the LICENSEE's records directed by the COUNTY evidences an underpayment of the license fee for the previous twelve (12) month period in excess of two percent (2%), the LICENSEE shall assume all reasonable costs for said audit.

C. Business License. The license fee provided by this section is in lieu of any business license tax, occupation tax, or similar levy with respect to gross annual revenues. To the extent LICENSEE earns revenue in the COUNTY, which is not included in gross annual revenues herein, a separate business license shall be required with respect to any such revenue.

6. Cost of Consultants. As a necessary aid in the analysis of all future disputed matters relative to this license, the COUNTY, in cooperation with the LICENSEE, shall be entitled to employ the services of technical, financial, or legal consultants. The COUNTY and the LICENSEE shall confer prior to the request for such services and shall mutually agree on the expenses to be incurred in hiring such a consultant, and on the identity of a mutually satisfactory consultant. Subject to Section 622(g) of the Cable Communications Policy Act of 1984, LICENSEE shall bear a proportion of the cost of any such consultant equal to what the COUNTY bears.

7. Service Connections.

A. Standard Connections. The LICENSEE shall extend cable service to any premises located in the service area served by the LICENSEE's energized distribution cable which requires only the connection of a standard drop or tap to make such service available, including those premises serviced by underground utilities, at a standard rate if the owner or occupant of the premises requests such service.

B. Aerial Drops. If the service connection requires no more than a one hundred fifty foot (150') aerial drop line, the LICENSEE shall provide connection to its service at no charge for the initial one hundred fifty feet (150'), other than the LICENSEE's standard installation fee. This requirement is supplemental to the requirements of Section 5.12.190 of the Enabling Ordinance, which also apply.

C. Notice of Charges. Prior to installing any service connection, the LICENSEE must present the prospective subscriber with a written statement of its estimated costs for the service connection.

8. Line Extension.

A. Minimum Density. Pursuant to Section 5.12.190 of the Ordinance, the LICENSEE shall be required to extend energized trunk cable from an existing terminus of the cable communication system to any area immediately adjacent thereto located within the LICENSEE's service area having a density of at least forty (40) existing and completed residential dwelling units per street mile.

B. Timing. Within one hundred and eighty (180) days after each of the requirements set forth in Section 9.A. above have been satisfied as to any specific area, the LICENSEE shall commence construction of the line extension to such area and, within thirty (30) days following completion of such construction, the LICENSEE shall proceed to render service to subscribers in the area of such extension.

9. System Rebuild and Construction Standards.

A. Standards.

(1) The LICENSEE shall comply with all applicable COUNTY construction codes and permit procedures and pay all applicable permit and inspections fees;

(2) Construction undertaken by the LICENSEE with respect to its cable communications system shall comply with all federal, state and COUNTY laws, rules and regulations applicable thereto;

(3) All of the LICENSEE's plant and equipment including, but not limited to, the antenna site, headend, distribution system, towers, structures, poles, wire, cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not to endanger persons or unreasonably interfere with public rights-of-way or public improvements or to unreasonably interfere with the rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic.

(4) In the maintenance and operation of its cable transmission and distribution system, and in the course of any new construction or addition to its facilities, LICENSEE shall proceed so as to minimize inconvenience to the general public and subscribers. Prior to the commencement of any major maintenance or new construction including, but not limited to, system rebuild, substantial line extensions, or trunk replacements, which may result in the planned interruption of cable services in excess of two (2) hours between the hours from 6:00 a.m. to 12:00 a.m., LICENSEE shall notify affected residents no less than forty-eight (48) hours and no more than two (2) weeks prior to the commencement of such maintenance or construction. Such notice shall contain, at a minimum, the name, address and phone number of the LICENSEE, information on how and where to file construction related complaints, the date(s) the construction activity is scheduled to take place, and general information regarding the maintenance or construction scheduled to take place.

B. Right of Inspection of Construction. The COUNTY shall have the right to inspect all construction or installation work performed by or on behalf of the LICENSEE with respect to this license and to make such tests as it shall find necessary to ensure compliance with the terms of this license and applicable COUNTY ordinances. Such inspections shall be at the option of the COUNTY.

10. Provisions.

A. Notice of Service. Upon installation of cable service and not less than once every year thereafter, LICENSEE shall provide subscribers with a written list of service offerings, installation charges, options, prices, complaint procedures, and

credit policies. LICENSEE shall afford all persons ordering cable service a three (3) day right of rescission of such order or of any part of such offer, provided that LICENSEE need not refund any charges for work done prior to rescission.

B. Timing. New residences located within one hundred fifty feet (150') of LICENSEE's energized distribution cable shall be offered service within thirty (30) days from the date of request for service and/or receipt of all necessary permits and approvals, whichever is later, except as otherwise provided in Section 9 above.

LICENSEE will, within one hundred and twenty (120) days of request by COUNTY provide cable service to the following schools:

Hazel Fischer - Arnold
Michelson Elementary - Murphys
Bret Harte High School - Angels Camp
Old Bret Harte High School - Angels Camp
Mark Twain Elementary - Angels Camp
Vallecito High - Vallecito
San Andreas Elementary - San Andreas
Valley Springs Elementary - Valley Springs
Mokelumne Hill School - Mokelumne Hill
Gold Strike - San Andreas
Calaveras High School - San Andreas
Jenny Lind - Jenny Lind

C. Remote-Control Converter Required. The LICENSEE shall make available to its subscribers, upon request, a remote-control converter or similar device allowing subscribers who require a converter to receive cable reception on their remote-controlled television equipment to continue to be able to use a remote-control device. LICENSEE shall make reasonable efforts to regularly notify subscribers no less than once a year of the availability of the remote-control converter or similar device.

D. Parental Control Lock. LICENSEE shall provide subscribers, upon request, with a parental control locking device or digital code that permits inhibiting the video portions of specified premium channels.

E. Notice of Disconnection. LICENSEE shall give subscribers at least five (5) days written notice prior to cutting off all service, except that no notice is required for the disconnection of a pay-per-view or if the disconnection is requested by the subscriber.

F. Service Calls. A subscriber experiencing an outage in all services continuing more than twenty-four (24) hours shall be entitled to a credit to the subscriber's account upon request equal to one-thirtieth (1/30) of the monthly service charges then assessed such subscriber for each full twenty-four (24) hour period that the outage is in effect, provided that such outage is within the reasonable control of LICENSEE.

11. System Configuration and Performance Requirements.

A. Interactive Capability. The COUNTY may at any time conduct surveys or public hearings to gather information about the need, if any, for interactive service in the COUNTY, the potential

cost to subscribers for such services, and whether such services are available on a non-experimental basis to forty percent (40%) of comparable systems in the counties of Amador, San Joaquin, Tuolumne, El Dorado, and Sacramento. If, as a result of such surveys or public hearings, the COUNTY and the LICENSEE agree that provision of interactive service to subscribers would be cost justified, considering construction and equipment costs to be borne by the system as a whole and the number of subscribers who have indicated that they will subscribe to such interactive service, then the LICENSEE shall make such interactive services available within two (2) years thereafter.

B. System Capacity. The cable communications system shall have capacity to continuously provide for at least fifteen (15) channels. By December 31, 1994, LICENSEE shall update or rebuild the system to provide at least a 60 channel capacity. The activation of the increased channels shall be at the discretion of the LICENSEE. The system shall provide a minimum of twenty (20) FM stereo radio stations.

C. Standby Power. LICENSEE shall provide standby power generating capacity to support the headend no later than December 31, 1992.

D. Technical Standards. The cable communications system shall be designed, installed, maintained, and tested at a minimum in accordance with the technical performance standards set forth under the NCTA system performance objectives and part 76, Subpart K (Technical Standards) of the Rules and Regulations of the FCC. LICENSEE shall comply with such technical performance

standards notwithstanding the fact that they may be denominated "guidelines" or may be subsequently repealed or supersede. The COUNTY shall have the right to establish higher or additional standards of performance to the extent such standards are not preempted by FCC standards so long as such additional standards do not materially increased the burdens or obligations of this existing license upon the LICENSEE.

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E. System Interconnect. Where it is technically and economically ^{feasible} the LICENSEE may be required to interconnect its system with other cable communications systems provided that the COUNTY, the LICENSEE, and each system involved in such interconnection agree upon the timing, method, and technical standards for such interconnection, and the allocation of the cost of interconnection. To the extent that the technical requirements necessary to achieve interconnection are known at the time of system design or rebuild, the cable systems shall be constructed so as to make interconnections feasible with a minimum of system modification at the time such opportunities become available.

12. Community Access Channels.

A. Initial Channel Allocation. Subject to the terms and conditions of this section, the LICENSEE shall make available up to three (3) television channels and one (1) FM stereo radio channel on its basic cable service for purposes of public, educational and governmental (PEG) access programming. For the purposes of this Agreement, "basic cable service" shall mean the service tier which includes the retransmission of local television broadcast signals.

(1) LICENSEE shall initially make available one community access television channel. On or after December 31, 1994, up to two (2) additional community access program television channels, for a maximum total of three (3) shall be required. The second community access program channel shall be made available upon satisfaction of the following condition: the first such channel is in use and programmed with non-repetitive local community access programming during at least eighty percent (80%) of the time between 4:00 p.m. and 11:00 p.m. for twelve (12) consecutive weeks. The third community access channel shall be made available upon satisfaction of the following condition: the second and the first such channel(s) are in use and programmed with non-repetitive local community access programming during at least eighty percent (80%) of the time between 4:00 p.m. and 11:00 p.m. for twelve (12) consecutive weeks. Programs shown no more than one (1) time a day and no more than three (3) times within any seven (7) consecutive day period shall constitute nonrepetitive programming hereunder.

(2) If, at any time one (1) year or more following the date such additional channel(s) is/are first utilized for community access programming, any of the conditions set forth in Subsection 12.A. above are not satisfied as to the additional channel providing such programming over two (2) consecutive ten (10) week periods within any six (6) month period, such additional channel shall immediately revert to the exclusive use of the LICENSEE. Such additional channel shall be reactivated within ninety (90) days of a written request from the COUNTY if the initial criteria are met again. In any event, a minimum of one

community access program channel shall always be made available, regardless of the amount of usage.

(3) The channel assignments within the basic cable service for such channel shall be determined by the LICENSEE. Whenever the channels are relocated, LICENSEE shall notify all subscribers by mail, at least sixty (60) days in advance of the relocation.

B. Operation. Such channels shall be available primarily for purposes of local community access programming, which shall be given first priority over non-access programming.

C. Community Access Equipment. LICENSEE shall give to the COUNTY the following equipment for community access use:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	2	Panasonic AG-450 Camcorder
2	1	Panasonic AG-750 Edit Controller
3	1	Panasonic AG-7500A S-VHS Edit Deck
4	1	Panasonic AG-7510 S-VHS Source Deck
5	1	Panasonic AG-C65 Dub Cable
6	1	Panasonic CT-1381Y S-VHS Monitors
7	1	Panasonic AG-C70 S-VHS Cable (10 Feet)
8	1	Panasonic AG-C71 S-VHS Cable (16 Feet)
9	2	AG-BP212 Batteries (For Camcorders)
10	1	Panasonic WJ MX-12 Digital Audio/Video Mixer
11	1	TI-93M Lowell Light Kit (Portable)
12	3	FDN 500 Watt Lowell Light Bulbs
13	2	Bogen Tripod and Fluid Head
14	2	Shure SM 11 Cn Dynamic Lavalier Mics

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u> (continued)
15	1	Commodore Amiga 2000
16	1	Super GEN 2000F
17	1	FOR-A FA3000 Time Base Corrector

D. Community Access Management. Access scheduling shall be managed by the LICENSEE, as currently set forth in accordance with COUNTY Ordinance 5.12.080 #6. Management and control of the access channel time shall mean the following:

(1) To devise, establish and administer all rules, regulations, and procedures pertaining to the use and scheduling of the community access channel time;

(2) To provide the personnel necessary to schedule such community access programming, and to play back tapes for such programming including, but not limited to, the hiring and supervision of such personnel; and

(3) To acquire all facilities, equipment, and material necessary for the maintenance of such channels in an operational state at least equivalent to the other channels on the cable communications system, but not including personnel required for the production of programming carried on such channel.

E. Distribution of Programming. The LICENSEE shall be responsible for distributing such feed as is received at its headend facilities throughout its cable communications system and for playing back any videocassette tapes delivered to LICENSEE at its local office for distribution throughout such system.

F. Tape Playback Unit. LICENSEE shall provide, at LICENSEE's own expense, all necessary playback equipment for submitted videotapes, including back-up units for use in connection

with the presentation of programming over the Access Channels. The operation, maintenance, repair, and replacement of such units shall be the responsibility of the LICENSEE.

G. Promotional Campaign. In coordination with the COUNTY, the LICENSEE shall develop and conduct an ongoing promotional campaign for the purpose of informing residents of the COUNTY as to the availability of the cable communications system for community access programming. LICENSEE shall use its good faith efforts to have the schedule for community access programming log printed in each newspaper of general circulation in Calaveras County if such log is carried by any such newspaper.

H. Limitations on Use of Channel. Such access channel time shall be utilized by the COUNTY or local residents for public, educational and/or governmental programming and shall not be utilized for commercial or other purposes. Notwithstanding the foregoing, the channel may be used as follows:

(1) By the LICENSEE for purposes of presenting its own programming at any time or times when not reserved or scheduled for use for such community access programming;

(2) For underwriting recognition provided in any community access programming as an integral part thereof solely for the purpose of acknowledging funding for such programming.

I. Community Access Fee. In addition to the donation of access equipment, LICENSEE shall pay the sum of seven hundred fifty dollars (\$750.00) per month, for various PEG communication capital needs of the COUNTY, including but not limited to any maintenance or replacement of equipment provided in Section 12.C, which shall

be paid into an interest-bearing account and be due on or before the first day of each month. Such monthly capital costs contribution shall be increased each July first (1st) by the percentage of increase, if any, since effective date of the franchise or the last increase as the case may be, in the Consumer Price Index -- All Urban Consumers (San Francisco -- Oakland Metropolitan Bay Area; All Items; 1967-100) prepared by the Bureau of Labor Statistics of U.S. Department of Labor. Funds will be withdrawn by the COUNTY from time to time to obtain and secure various PEG services, facilities and equipment. These funds shall not be in lieu of any franchise fee. The Community Access fee as specified in this Section 12.I. herein shall be exclusive of the license fee provided for in Section 5.A.

13. PEG Channel Location. The initial PEG television channel shall be located anywhere; provided, however, that where converters are needed for any subscriber to receive activated access channels, the LICENSEE shall make provision of a converter to all requesting subscribers free of charge inclusive of installation. LICENSEE's duty to provide converters free of charge shall end on July 15, 1995.

14. Regulation of Rates and Charges.

A. Regulation by COUNTY. The COUNTY may regulate the rates and charges imposed by the LICENSEE for the cable services provided over its cable communication system only when and to the extent permitted by applicable federal and state law.

B. Notification of Rate Changes. Subscribers shall be notified of rate changes at least thirty (30) days in advance of the effective date of the change. Notification shall be by mail.

15. Emergency Alert System. In the case of any emergency or disaster, the LICENSEE shall, upon request of the County Administrative Officer or his/her representative, make available its facilities to the COUNTY for emergency use during the emergency or disaster period. Prior to the final design of LICENSEE's rebuilt system with capacity for sixty (60) channels, LICENSEE and the COUNTY shall meet to discuss ways of facilitating the COUNTY's access, provided that, upon mutual agreement of a design for such emergency access, the LICENSEE shall pay for the installation of any necessary return lines or headend equipment and the COUNTY shall pay the cost of establishing and maintaining the telephone or other communication facility necessary to access the headend. LICENSEE and the COUNTY agree to meet promptly to discuss the technology for emergency access in order not to delay the final design.

16. Customer Service Standards.

A. Subscriber Complaints. LICENSEE shall establish procedures for receiving, acting upon, and resolving subscriber complaints and requests for service to the satisfaction of the COUNTY. LICENSEE shall furnish to subscribers, at the time of the initial subscription and not less than once a year thereafter, a notice of such procedure. Subscribers shall be notified in writing at least thirty (30) days prior to any changes in such procedures.

B. Office and Phone Service. When the total number of LICENSEE's subscribers in the unincorporated areas of the COUNTY reaches two thousand five hundred (2,500) the LICENSEE shall maintain a central business office at a central location within the

boundaries of the COUNTY, which shall be open during standard business hours, have a publicly listed telephone with a toll-free number and sufficient lines, and be so operated that complaints and requests for repairs, billing or adjustments shall be received on a twenty-four (24) hour basis, seven (7) days per week.

Regardless of the number of subscribers, LICENSEE shall prominently display in each monthly bill a toll free telephone number for subscriber calls.

Any service complaints from a subscriber shall be acted upon as soon as possible consistent with the basis of the complaint. Loss of cable service will be acted upon as soon as possible but in all cases within twenty-four (24) hours. LICENSEE shall have available repair and service and technical personnel capable of responding to system outages in cable service on a twenty-four (24) hour basis, seven (7) days per week, including holidays.

C. Efficient Service. LICENSEE shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Maintenance and interruption of service shall occur, to the extent possible, during periods of minimum viewing hours.

D. Service Log. LICENSEE shall keep a maintenance service log which indicates the nature of each request for repair service which results in a service call, the date it was received, the disposition of said service request and the time and date thereof. Photocopies of this log, together with a monthly outages report, shall be provided for monthly inspection to the COUNTY, upon request by the COUNTY.

E. Service Call Notice. LICENSEE shall notify subscribers of the expected time of a service visit. At a minimum, such notification shall indicate whether the visit will occur before or after noon. To the extent practicable, subscriber preferences for the scheduling of service visits shall be honored.

17. Affirmative Action; Equal Opportunity. LICENSEE shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances with respect to affirmative action and equal opportunity in the employment and promotion of its personnel.

18. Miscellaneous Provisions.

A. Interpretation. In the event of any inconsistency between the provisions of the COUNTY Code and this Agreement, the provisions of the Agreement shall prevail.

B. Severability. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances is, to any extent, invalid or unenforceable, the remaining terms, covenants, conditions, and provisions of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

C. Force Majeure. In the event LICENSEE's performance of any of the terms, conditions, obligations, or requirements of the license granted under this Agreement or the COUNTY Code is prevented or impaired due to any cause beyond its reasonable

control or not reasonably foreseeable, such inability to perform shall be deemed to be excused, and no penalties or sanctions shall be imposed as result thereof, provided LICENSEE has notified the COUNTY in writing within thirty (30) days of its discover of the occurrence of such an event. Such causes beyond LICENSEE's reasonable control or not reasonable foreseeable shall include, but shall not be limited to, acts of God, civil emergencies, labor disputes, inability to secure required easements or other rights of access, and power or communication failures.

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D. Change in Enabling ^{Law} Late. The parties agree that if during the term of this Agreement, any changes in any state or federal case or statutory law expand the COUNTY's powers to regulate LICENSEE, the parties shall in good faith negotiate regarding amendments to this agreement authorized by any such law. Pursuant to Section 16 above, no such negotiations shall be required with respect to regulation of rates.

E. Underground Assessment Districts. Whenever the COUNTY establishes an assessment district for the undergrounding of utilities, LICENSEE's costs for such undergrounding shall be included in the assessed costs to the same extent as other utilities' costs are included.

F. System Service and Legal Review. At the COUNTY's request, the COUNTY and LICENSEE may hold a system service review during the tenth (10th) year of the term of this Agreement. The system service review shall be for the purpose of assessing the performance of the LICENSEE in meeting the interests of the subscribers served by LICENSEE and in performing according to the

terms of this franchise. The system service review is subject to the following procedures:

(1) The COUNTY shall notify LICENSEE in writing of its intention to hold the system service review following the ninth (9th) anniversary date of this Agreement.

(2) Within sixty (60) days of such notice, the COUNTY shall conduct one or more public hearings, the purpose of which will be to assist in identifying the cable-related interests of the subscribers served by LICENSEE in the community.

(3) Within ninety (90) days from the date such hearing or hearings are concluded, LICENSEE and COUNTY may mutually agree to conduct and complete a survey of its subscribers to assess their cable-related interests. If such a survey is agreed on, it shall be in a form reasonably acceptable to both parties and the expense of such survey shall be borne equally by the COUNTY and LICENSEE. The survey shall be designed to provide the following information:

a. The level of interest in services or technologies not currently available in the cable system, but available in similar systems.

b. The estimated cost to the subscriber associated with providing such services or technologies in the cable system.

c. The interest of subscribers in subscribing to such services or technologies in view of the estimated cost of providing such services or technologies.

(4) Immediately upon completion of the survey, the COUNTY and LICENSEE shall meet to discuss and review the cable-

related community interests as determined feasible and economically attractive to the subscribers. The COUNTY and LICENSEE may mutually agree upon modifications to the services required of and/or offered by LICENSEE to meet the interest of the LICENSEE's subscribers as indicated in the public hearing(s) and subscriber survey, and the time within which such services and technologies shall be provided.

Date: January 25, 1991

KING VIDEOCABLE COMPANY
A California Corporation

by: Richard D. Gray
Sr. Vice President

Date: December 17, 1991

CALAVERAS COUNTY BOARD OF
SUPERVISORS

by: Thomas M. Ryan

Date: December 17, 1991

ATTEST:

by: Nadine Gibson
County Clerk

(kvfa.ctr)

EXHIBIT "A"

