

(b) In the event SPS, in the normal course of conducting inspections, making repairs or performing maintenance on its own equipment, discovers a malfunction in Owner's Cable Line, then, within a reasonable period of time, SPS will make a reasonable effort to report such malfunction by telephone or radio to a person or persons previously designated by Owner in a written notice to SPS.

(c) In the event SPS receives a report of a "wire down" or a "pole down" and upon answering such call determines that a Cable Line is down, then, within a reasonable period of time after making such determination, SPS will make a reasonable effort to report such occurrence by telephone or radio to a person or persons previously designated by Owner in a written notice to SPS.

(d) In the event SPS receives a "tree trimming" request and upon responding to such request determines that it is a Cable Line that is the cause of the request, then, within a reasonable period of time SPS will make a reasonable effort to report such occurrence by telephone or radio to a person or persons previously designated by Owner in a written notice to SPS.

Section 4. Service Fee.

(a) Initially, Owner shall pay to SPS, for services to be rendered by SPS in accordance with the terms and conditions of this Service Agreement the sum of \$ 4.00 per annum ("the Service Fee") for each pole owned by SPS to which a Cable Line is attached. Such initial Service Fee shall be payable at the same time and based upon the same number of poles with attachments as the payments made under the License Agreement or any renewals, extensions or replacements thereof or in lieu thereof at the same time and based upon the same number of poles with attachments as the payments that would have been made under the License Agreement or any renewals, extensions or replacements thereof had such been in effect.

(b) Beginning with the January payment of each year beginning in January of 1983, the Service Fee shall be adjusted for such year

in an amount equal to the consumer price index twelve month percentage (CPI-U unadjusted), as set forth in the CPI Detailed Report published by the U. S. Department of Labor, Bureau of Labor Statistics (last published at such time). If at any time that such determination of change in Service Fee is made, the CPI-U is no longer published or issued, the parties shall use such other index as is then generally recognized and accepted for similar determinations and is mutually agreed upon by the parties.

(c) Past due Service Fee payments shall bear interest from the date they are due until paid at the highest rate of interest allowed by law.

Section 5. Term. The term of this Service Agreement shall be for the entire period of time that Suburban has Cable Lines attached to SPS's poles whether in accordance with the License Agreement or any extensions, renewals or replacements thereof or otherwise.

Section 6. Indemnity.

(a) SPS shall not be liable or responsible for and Owner shall indemnify and hold harmless SPS from and against any and all claims and damages of every kind (including those arising out of or attributed, directly or indirectly, to or resulting from any and all acts or omissions of SPS, its officers, agents or employees, whether caused by the sole negligence of SPS, its officers, agents or employees, or by the concurrent negligence of SPS, its officers, agents or employees), for injury to or death of any person or persons and for damage to or loss of property, arising out of or attributed, directly or indirectly, to operations, performance or non-performance under this Service Agreement, irrespective of the legal theory upon which any such claim or suit may be grounded.

(b) Owner shall further indemnify and hold harmless SPS against and from any or all claims, demands, causes of action, damages, costs or liability in law or in equity, of every kind and nature whatsoever directly or indirectly caused by any occurrence whatsoever causing any

interruption, discontinuance, or interference with Owner's service to any of its subscribers occasioned, or claimed to have been occasioned, by any action of SPS pursuant to or consistent with this Service Agreement.

(c) Owner shall upon demand and at its own sole risk and expense defend any and all suits, actions, or other legal proceedings which may be brought or instituted by third persons against SPS or its successors or assigns, on any such claim, demand, or cause of action hereunder; and shall pay and satisfy any judgment or decree which may be rendered against SPS or its successors or assigns, in any such suit, action, or other legal proceedings; and further, Owner shall reimburse SPS for any and all legal expense incurred in connection therewith.

(d) Under no circumstances shall SPS be liable to Owner for any special, indirect, incidental or consequential damages, of any character whatsoever arising out of or in connection with SPS's performance or non-performance of this Service Agreement, irrespective of whether claims or actions for such damages are based upon contract, warranty, tort or otherwise.

Section 7. Assignment and Delegation. Owner shall not, without the prior written consent of SPS, assign any of its rights or delegate any of its duties under this Service Agreement.

Section 8. Miscellaneous.

(a) Severability, Etc. Any provision of this Service Agreement which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction to the extent permitted by applicable law. Owner and SPS hereby waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(b) Non-Waiver. The failure of either party to insist upon a

... provisions of this Service Agreement shall not be deemed a waiver of any further or future breach of or default in any of those or any other terms or provisions of this Service Agreement, nor shall the acceptance by either party of any money paid hereunder after any breach or default by the party accepting payment constitute a waiver by such party of such breach or default.

(c) Headings. The headings as to contents of particular paragraphs of this Service Agreement are inserted only for convenience and are in no way to be construed as a part of this Service Agreement or as a limitation on the scope of any of the terms or provisions of this Service Agreement.

(d) Entire Agreement. This Service Agreement contains all the oral and written agreements, representations, arrangements and understandings between the parties and any rights that the prospective parties may have had under any previous agreements (except as set forth in the License Agreement), whether oral or written, are hereby cancelled and terminated.

(e) Governing Law. This Service Agreement shall be construed and governed in accordance with the laws of the State of Texas.

(f) No Alteration. This Service Agreement shall not be construed as altering or amending any of the terms and conditions of the License Agreement.

(g) Attorneys' Fees. If SPS should bring any suit, action, or other legal proceedings against Owner to enforce the terms hereof, SPS shall be entitled to recover, in addition to any judgment or decree, the full cost of any attorneys' fees incurred in such suit, action, or other legal proceedings.

(h) Notice. If, in this Service Agreement, written notice is provided or required to be given by one party hereto to another, such

notice shall be transmitted by United States mail or by personal delivery to SPS's offices at P. O. Box 1261, Amarillo, Texas 79170, to the attention of the Vice President, Engineering and Construction, or to Owner at its offices at 5610 I-40 West, Amarillo, Texas, as the case may be, or to such other address as any party hereto may from time to time designate for that purpose.

EXECUTED this 7th day of JANUARY, 1982

OWNER:
SUBURBAN CABLE, INC.

SOUTHWESTERN PUBLIC SERVICE COMPANY

By [Signature]
Its President

By [Signature]
Vice Pres. Eng't Const.

ASSIGNMENT OF AGREEMENT

THIS AGREEMENT is made by and between CARDIFF CABLEVISION, INC., an Oklahoma Corporation, herein called "CARDIFF"; and TEMPO CABLE, INC., an Oklahoma Corporation, herein called "TEMPO".

WHEREAS, on December 28, 1984, CARDIFF was assigned right, title and interest in a Licensing Agreement with Southwestern Public Service Company for Lake Tanglewood, Texas; and

WHEREAS, CARDIFF desires to assign its right, title and interest in said Agreement to TEMPO.

IT IS THEREFORE AGREED:

1. CARDIFF hereby grants, transfers and assigns to TEMPO all its right, title and interest in the Licensing Agreement dated January 7, 1982, such assignment to become effective December __, 1986.

2. TEMPO hereby assumes and covenants to perform all the obligations of CARDIFF under said Agreement and accepts all terms and conditions stated therein except as preempted or modified by the Communications Act of 1984.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year noted below.

ATTEST:

Shonda F. Hays

CARDIFF CABLEVISION, INC.

By

W. J. Patterson
12-16-86

Date

ATTEST:

B. Heenan

TEMPO CABLE, INC.

By

A. Heenan
12-16-86

Date

ACCEPTANCE OF ASSIGNMENT

TEMPO CABLE, INC. hereby accepts the foregoing Assignment and all the terms and conditions thereof except as preempted or modified by the Communications Act of 1984.

ATTEST:

B. Heenan

TEMPO CABLE, INC.

By

A. Heenan
12-16-86

Date

ASSIGNMENT OF LICENSE AGREEMENT

This Agreement is made and entered into by and among SUBURBAN CABLE, INC., a Texas corporation, herein called "SUBURBAN"; and CARDIFF CABLEVISION, INC., an Oklahoma corporation, herein called "CABLEVISION".

WHEREAS, SUBURBAN on January 7, 1982, entered into a License Agreement with SOUTHWESTERN PUBLIC SERVICE COMPANY, herein referred to as the Pole Attachment Agreement, with SOUTHWESTERN PUBLIC SERVICE COMPANY called herein "SPSC", wherein SPSC granted to SUBURBAN, non exclusive licenses to attach portions of SUBURBAN's facilities to SPSC's poles for the provision of SUBURBAN's community antenna television service in, and in the vicinity of the Village of Tanglewood, Texas, upon the terms set forth in the Pole Attachment Agreement; and

WHEREAS, the Pole Attachment is, by its terms specified in Section 34, assignable with the written consent of SPSC, and

WHEREAS, the written consent of SPSC is attached hereto; and

WHEREAS, SUBURBAN desires to assign its right, title and interest in said Pole Attachment Agreement to CABLEVISION.

IT IS THEREFORE AGREED:

1. SUBURBAN hereby grants, transfers and assigns to CABLEVISION all its right, title and interest in the Pole Attachment Agreement with SPSC dated January 7, 1982, such assignment to become effective December _____, 1984.

2. CABLEVISION hereby assumes and covenants to perform all of the obligations of SUBURBAN under said Pole Attachment Agreement and accepts all terms and conditions stated therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year noted below.

SUBURBAN CABLE, INC.

ATTEST:

Ala. Raven

BY

Dale M. ...
27 Dec 1984
Date

CARDIFF CABLEVISION, INC.

ATTEST:

F. J. ...

BY

W. ... P.R.S.
12-28-84
Date

CONSENT TO ASSIGNMENT

SOUTHWESTERN PUBLIC SERVICE COMPANY, the named party to the Pole Attachment Agreement dated January 7, 1982, with SUBURBAN CABLE, INC., hereby consents to SUBURBAN assigning said Pole Attachment Agreement to CARDIFF CABLEVISION, INC.

SOUTHWESTERN PUBLIC SERVICE COMPANY

ATTEST:

BY _____

Date

ACCEPTANCE OF ASSIGNMENT

CARDIFF CABLEVISION, INC., hereby accepts the foregoing Assignment and all the terms and conditions thereof.

CARDIFF CABLEVISION, INC.

ATTEST:

FR. Hays

BY W. J. Patterson PRES

12-28-82
Date

EXHIBIT B

CONSENT TO ASSIGNMENT OF LICENSING AGREEMENT

On August 29, 1989, SOUTHWESTERN PUBLIC SERVICE COMPANY, a New Mexico corporation ("SPS") and SSS Cable TV of Southwest, a ("Licensee") entered into a Licensing Agreement (the "Licensing Agreement") relating to the use by Licensee of certain property of SPS for the purpose of providing cable television service to residents of Dalhart, Texas.

Section 7.3 of the Licensing Agreement provides:

"Assignment. This Agreement may not be assigned by Licensee without prior written consent of SPS. Any attempted assignment without written consent shall be void."

Lessee has informed SPS that it desires to transfer its cable television business relating to the Licensing Agreement to TCA Management Co., a ("Assignee"), and in this regard, Lessee has requested SPS to consent (according to Section 7.3 of the Licensing Agreement) to the assignment of the Licensing Agreement by Licensee to Assignee.

ACCORDINGLY, in consideration of the benefits to be realized by SPS, the receipt and sufficiency of which is acknowledged, SPS consents to the assignment of the Licensing Agreement by Licensee to Assignee; however, this consent in no way relieves Licensee of any obligation it may have under the Licensing Agreement.

Failure of Assignee to (1) specifically assume all obligations of Licensee under the Licensing Agreement in the written assignment (the "Assignment") of same to Assignee, or (2) to provide SPS with a copy of the executed Assignment within 30 days of its execution will make this Consent voidable, at the option of SPS.

Signed on 9/14/89.

SOUTHWESTERN PUBLIC SERVICE COMPANY

By: David M. Wallis
Its: Vice President

GOA/ERF - 0509.049 - 6/17/87 (GENERIC CONSENT/LICEN AGMT/SPS)

LICENSING AGREEMENT

between

SOUTHWESTERN PUBLIC SERVICE COMPANY

and

SSS Cable Television of the Southwest, Inc.

LICENSING AGREEMENT
between
SOUTHWESTERN PUBLIC SERVICE COMPANY
and
SSS Cable Television of the Southwest, Inc.

The parties ("Parties") to this agreement ("Agreement"), dated this 26th day of February, 1986 ("Execution Date"), are SOUTHWESTERN PUBLIC SERVICE COMPANY, a New Mexico corporation, authorized to transact business in Texas, Oklahoma and Kansas ("SPS") and SSS Cable TV of the Southwest, Inc. ("Licensee").

RECITALS

SPS is a public utility engaged in the business of generation, transmission and distribution of electric energy. In connection with the transmission and distribution of electric energy, SPS utilizes utility poles to support its transmission and distribution lines ("SPS Poles").

Licensee owns and operates a community antenna television system. Licensee desires to attach cable and other equipment owned by Licensee and utilized for the distribution of cable signals to its customers to certain SPS Poles.

ACCORDINGLY, in consideration of the benefits to be realized by the Parties as a result of this Agreement, the specific consideration set forth in this Agreement, and the mutual promises of the Parties contained in this Agreement, the Parties agree that the following terms and conditions shall govern Licensee's use of SPS Poles located within the area shown on the Exhibit A, in or near the city of Dalhart, County of Hartley/Dallam, State of Texas:

Article I. GENERAL USE AGREEMENT.

Section 1.1. Prior Use and Future Use. Licensee's use of SPS Poles to which Licensee has equipment attached on Execution Date shall, subsequent to Execution Date, be governed by this Agreement, although a new application for use of these SPS Poles need not be filed with SPS by Licensee. For all further pole attachments or alteration of any existing or future pole attachments to SPS Poles, Licensee must file an application with SPS in the form of Exhibit B ("Application") and receive written permission from SPS prior to alteration of existing attachments or making new attachments.

Section 1.2. Equipment. Licensee's use of SPS Poles shall be confined to supporting cables and other equipment ("Equipment") (i) attached to SPS Poles pursuant to prior agreements between the Parties or (ii) concerning which Licensee has received prior written permission from SPS to attach, pursuant to this Agreement. Licensee's Equipment on SPS Poles shall be used only for the purpose of distribution and dissemination of broadband telecommunications services.

Section 1.3. Other Use. Licensee acknowledges that this Agreement is subject to the rights of any parties (other than Licensee) to prior agreements relating to use of SPS Poles. Licensee shall construct, maintain and operate Equipment on SPS Poles so as not to interfere or conflict with the use of SPS Poles by SPS and others using SPS Poles.

Section 1.4. Damage. Licensee shall notify SPS of any damage to SPS Poles or any SPS equipment, as soon as possible after discovery of the damage. If the damage was caused by Licensee, Licensee shall reimburse SPS for expenses incurred by SPS in making repairs.

Section 1.5. Safety Regulations. Licensee shall, at Licensee's sole expense, construct, maintain and operate its Equipment in conformity with all laws, regulations, orders and decrees of all lawfully constituted public authorities pertaining to pole line construction, the National Electric Safety Code as it may be revised and supplemented from time to time, and all applicable SPS rules, regulations and policies. Exhibit C depicts typical construction specifications which will be required by SPS.

Article I. GENERAL USE AGREEMENT (Continued).

Section 1.6. Removal. Licensee may at any time remove Licensee's Equipment from SPS Poles after ten (10) days written notice to SPS in the form of Exhibit D. Such removal shall terminate Licensee's right to use any SPS Poles from which Licensee's Equipment is removed.

Section 1.7. Permits, Easement and Licenses. It shall be Licensee's sole responsibility to obtain all permits, easements and licenses necessary for the lawful exercise of the rights granted Licensee by this Agreement.

Section 1.8. Taxes and Fees. Licensee shall report, pay and discharge when due all license and permit fees, assessments, sales, use, property and gross receipts taxes arising out of the use by Licensee of SPS Poles or the exercise by Licensee of its rights granted by this Agreement, and all other taxes, fees and governmental charges similar or dissimilar to the foregoing (excluding those federal income taxes attributable to the receipt of rental by SPS), together with any penalties or interest thereon, imposed by any state, federal or local government or any agency or department thereof, upon the Equipment, the use of the Equipment or the payment to SPS of rental for the right to place the Equipment on SPS Poles.

Article II. INSURANCE, INDEMNITY AND LIABILITY.

Section 2.1. Insurance. During the Term, Licensee shall maintain comprehensive general liability insurance with limits of \$100,000.00 each person, and \$300,000.00 each occurrence. This comprehensive general insurance coverage shall include coverage for any liability assumed by Licensee under the provisions of Section 2.2. Written evidence of compliance with the requirements of this Section 2.1 shall be furnished to SPS on Execution Date and prior to the expiration of each insurance policy year after Execution Date.

Section 2.2. Indemnity. Licensee shall indemnify and hold harmless SPS against and from all claims, demands, causes of action, damages, costs or liability at law or in equity, of every kind and nature whatsoever, directly or indirectly caused by:

(a) the construction, erection, placement, operation, maintenance, replacement, removal or use of Licensee's Equipment on SPS Poles, or

(b) any occurrence occasioned, or claimed to have been occasioned, by any action of SPS causing any interruption, discontinuance or interference with Licensee's service to any of its subscribers or interference with Licensee's Equipment. Licensee shall pay any judgment or decree which may be rendered against SPS, its successors or assigns, in any such suit, action or other legal proceeding and shall reimburse SPS for all legal expense incurred in connection with these legal proceedings.

Section 2.3. Liability Continues. Termination of this Agreement, in whole or in part, shall not release Licensee from liability under this Agreement, which arises out of any claim that may be accruing or may have accrued at the time of termination or partial termination of this Agreement.

Article III. RIGHTS OF SPS.

Section 3.1. Removal or Rearrangement. SPS may require Licensee, upon thirty (30) days notice to Licensee, to remove or rearrange Licensee's Equipment on SPS Poles at Licensee's expense if, in SPS's judgment, the Equipment interferes with SPS operations or SPS's use of SPS Poles or SPS equipment.

Section 3.2. Reservation of Right. SPS reserves the right to maintain SPS Poles and operate its facilities in a manner that will best enable it to fulfill its own service requirements. If SPS determines that a particular pole or poles are no longer necessary for service to SPS customers, upon thirty (30) days notice to Licensee, SPS may remove that pole or poles without any liability to Licensee for this removal.

Article IV. PAYMENT.

Section 4.1. **Payment.** Rent payable under this Agreement shall be payable semi-annually in advance on or before the first legal business day in January and on or before the first legal business day in July each year during the Term. Rental payments shall be based upon the number of SPS's Poles being used by Licensee as determined by SPS on the first day of June and the first day of December, respectively, of each year of the Term. Notice of amounts due SPS on each payment date shall be supplied to Licensee at least ten (10) days prior to the due date of each such payment. Rental, for periods at the beginning and end of the Term which do not correspond with the semi-annual payment periods, shall be prorated for the number of days in such periods.

Section 4.2. **Rate.** Licensee shall pay SPS for attachments made to SPS Poles, semi-annual rental equal to "X" ("Base Rate") in the following formula times the number of poles used by Licensee as determined according to Section 4.1.

$$X = \frac{(0.5) (A) (B)}{(C)}$$

Where: X = the semi-annual rate per pole attachment;

A = \$3.40;

B = SPS's investment in "Distribution Plant"

(SPS's Account No. 364 — Poles, Towers and Fixtures) as reported to the Federal Energy Regulatory Commission ("FERC") on SPS's FERC Form 1 filed on December 31 of the year preceeding Execution Date; and

C = \$61,018,633.00

Section 4.3. **Adjustments.** On the second anniversary of Execution Date and on the same date every two years thereafter, the Base Rate determined in Section 4.2 will be adjusted so that the semi-annual rental to be paid to SPS for the two years following adjustment shall be equal to "D" in the following formula times the number of poles used by Licensee as determined according to Section 4.1.

$$D = \frac{(0.5) (A) (B)}{(C)}$$

Where: D = the semi-annual rate per pole attachment adjustment;

A = \$3.40;

B = SPS's investment in "Distribution Plant" (B = \$63,981,000 as of 1984 filing)

(SPS's Account No. 364 — Poles, Towers and Fixtures) as reported to the FERC on SPS's FERC Form 1 most recently submitted to the FERC as of the date of adjustment; and

C = \$61,018,633.00

Section 4.4. **Alternate.** In the event the numbers necessary to calculate the adjustments pursuant to Section 4.3 are unavailable, adjustments to the Base Rate shall be computed using any other method agreeable to the Parties.

Section 4.5. **Late Charge.** In the event that the rental is not paid on the due dates specified in Section 4.1, a late charge of fifteen percent (15%) of the total due will be added to the rental payment and, if not paid within thirty (30) days of the due date, this Agreement will be deemed terminated pursuant to provisions of Section 6.1.

Article V. TERM.

Section 5.1. This Agreement shall begin on Execution Date and continue in effect until terminated pursuant to the terms and conditions of this Agreement. At the expiration of four (4) years and six (6) months after Execution Date, either Parties may terminate this Agreement for any reason by giving six (6) months notice to the other Parties. When terminated, Licensee shall remove its Equipment from SPS Poles within sixty (60) days from the date of such termination. During the period of removal, Licensee shall continue to make rental payments according to Article IV until all Equipment has been removed.

Article VI. DEFAULT.

Section 6.1. Default. If Licensee should fail to comply with any of the terms and conditions of this Agreement, and this failure shall continue for thirty (30) days after receipt of written notice of this failure, SPS may, by written notice to Licensee, terminate this Agreement and Licensee shall remove its Equipment from the SPS Poles to which termination applies within sixty (60) days of notification.

Section 6.2. SPS May Do Work. SPS may elect to remove Licensee's Equipment or do any other work required because of Licensee's default under this Agreement, at Licensee's sole risk and expense, and Licensee, on demand, will reimburse SPS for the entire expense incurred. Except for gross negligence, SPS shall not be responsible for damage to Licensee's Equipment.

Article VII. MISCELLANEOUS.

Section 7.1. Previous Agreements. This Agreement supersedes any previous agreements between SPS and Licensee relating to the use of SPS Poles in the area covered by this Agreement except that Licensee shall not be relieved of any responsibility for payments due SPS under previous agreements for use of SPS Poles prior to Execution Date nor any liability for acts or omissions of Licensee, part or all of which took place prior to Execution Date.

Section 7.2. License Only. The right of Licensee to use SPS Poles, granted by this Agreement, shall not create any ownership or property right in Licensee. Licensee's rights are in the nature of a license only.

Section 7.3. Assignment. This Agreement may not be assigned by Licensee without prior written consent of SPS. Any attempted assignment without written consent shall be void.

Section 7.4. Attorney Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any of the provisions of this Agreement, the prevailing Party shall be entitled to recover its costs of suit and reasonable attorney's fees, which (a) shall be payable only in the event such action is prosecuted to final judgment, (b) may be set by the Court in the trial of such action or may be enforced in a separate action for that purpose, and (c) shall be in addition to any other relief which may be awarded.

Section 7.5. Failure to Enforce Not Waiver. Failure on the part of SPS to enforce any provision of this Agreement shall not be construed as a general waiver or relinquishment on its part of any provision of this Agreement.

Section 7.6. Notice. Except as otherwise specifically provided in this Agreement, any notice to be given by either Party shall be in writing and shall be sufficient if personally delivered or sent certified mail, return receipt requested, postage prepaid, to the following addresses:

For SPS: Southwestern Public Service Company
P. O. Box 1261
Amarillo, Texas 79170
Attention: Division Engineering Department

For Licensee: SSS Cable TV of the Southwest
P.O. Box 702160
Tulsa, Oklahoma 74170
Attention: Selman M. Kremer

Any notice shall be deemed delivered on the date mailed in the manner set out above. The designation or address of the Party to be notified may be changed at any time by delivery of notice of that change to the other Party.

Article VII. MISCELLANEOUS (Continued).

Section 7.7. Severability. If any of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 7.8. References. All references in this Agreement to a given Article, Section or Exhibit refer to an Article, Section or Exhibit of or to this Agreement.

Section 7.9. Captions. The captions preceding the text of each Article and Section of this Agreement are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

Section 7.10. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement. No other agreement, statement or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Agreement shall be binding or valid.

Section 7.11. Successors and Assigns. Subject to the provisions of Section 7.3, this Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors, assigns and legal representatives of the Parties.

SOUTHWESTERN PUBLIC SERVICE COMPANY

By: *[Signature]*
Title: vice president

LICENSEE

By: *[Signature]*
Title: Selman M. Kremer
Executive Vice President

ATTEST:

[Signature]
Asst Secretary

EXHIBIT "A"
to Licensing Agreement
between
Southwestern Public Service Company
and
SSS Cable Television of the Southwest, Inc.

ATTACH MAP AND/OR PLAT OR PLATS SHOWING AREA TO WHICH THE LICENSING AGREEMENT APPLIES.

EXHIBIT "B"
to Licensing Agreement
between
Southwestern Public Service Company
and
SSS Cable Television of the Southwest, Inc.

APPLICATION FOR POLE ATTACHMENTS

According to the terms and conditions of the Licensing Agreement ("License") dated February 26, 1986 between Southwestern Public Service Company ("SPS") and SSS Cable TV of the Southwest, Inc. ("Licensee"), Licensee submits this Application to SPS requesting permission to place the equipment and/or cable described in Exhibit 1 to this Application on the SPS Poles described in Exhibit 1.

(Exhibit 1 should include the location and number of SPS Poles Licensee desires to use, a complete description of all items Licensee desires to attach to SPS Poles, the proposed location of all items to be attached and proposed dates of attachment.)

By its submission of this Application to SPS, Licensee agrees to reimburse SPS for all reasonable and necessary expense incurred by SPS in having an SPS representative present when the proposed attachments are made, which shall include \$ 25.00 per manhour for payment of this representative, together with all actual expenses incurred by this representative. Licensee shall pay the total of all these charges within ten (10) days of receipt of an itemized bill.

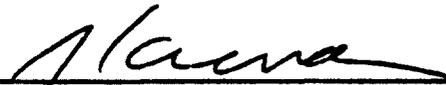
By signing and returning a copy of this Application to Licensee, SPS grants Licensee permission to make the attachments described in Exhibit 1 to this Application (as they may be modified by SPS and Licensee) (i) subject to the terms of the License, (ii) subject to SPS having received from Licensee five (5) days prior notice of the date Licensee will make the attachments, to enable SPS to have its representative present, and (iii) subject to Licensee's approval of any changes described in the following paragraph.

Licensee and SPS acknowledge that certain changes may have to be made to SPS Poles by SPS to accommodate Licensee's cables and/or equipment. The approval granted by SPS in the above Paragraph is subject to Licensee approving any changes on SPS Poles required by SPS, which are to be made at Licensee's sole risk and cost.

SOUTHWESTERN PUBLIC SERVICE COMPANY

By: 
Title: VICE PRESIDENT

LICENSEE

X By: 
Title: Executive Vice President

Changes Approved
Licensee

X By: 

EXHIBIT "C"
to Licensing Agreement
between
Southwestern Public Service Company
and
SSS Cable Television of the Southwest, Inc.

EXHIBIT "C" CONSTRUCTION SPECIFICATIONS FOR COMMUNITY TELEVISION ANTENNA SYSTEMS ON POLE LINES

I. GENERAL

Construction of community television antenna systems on pole lines shall conform to the laws of the state of Texas, rules and regulations of other legally authorized bodies having jurisdiction, and requirements of Telephone Company and of Licensor, insofar as any or all of the foregoing may be applicable.

The following sketches shall be used as a basis for placing community television antenna systems on pole lines of Licensor. For construction and clearance requirements the television cable is considered a communication cable.

II. CONSTRUCTION REQUIREMENTS

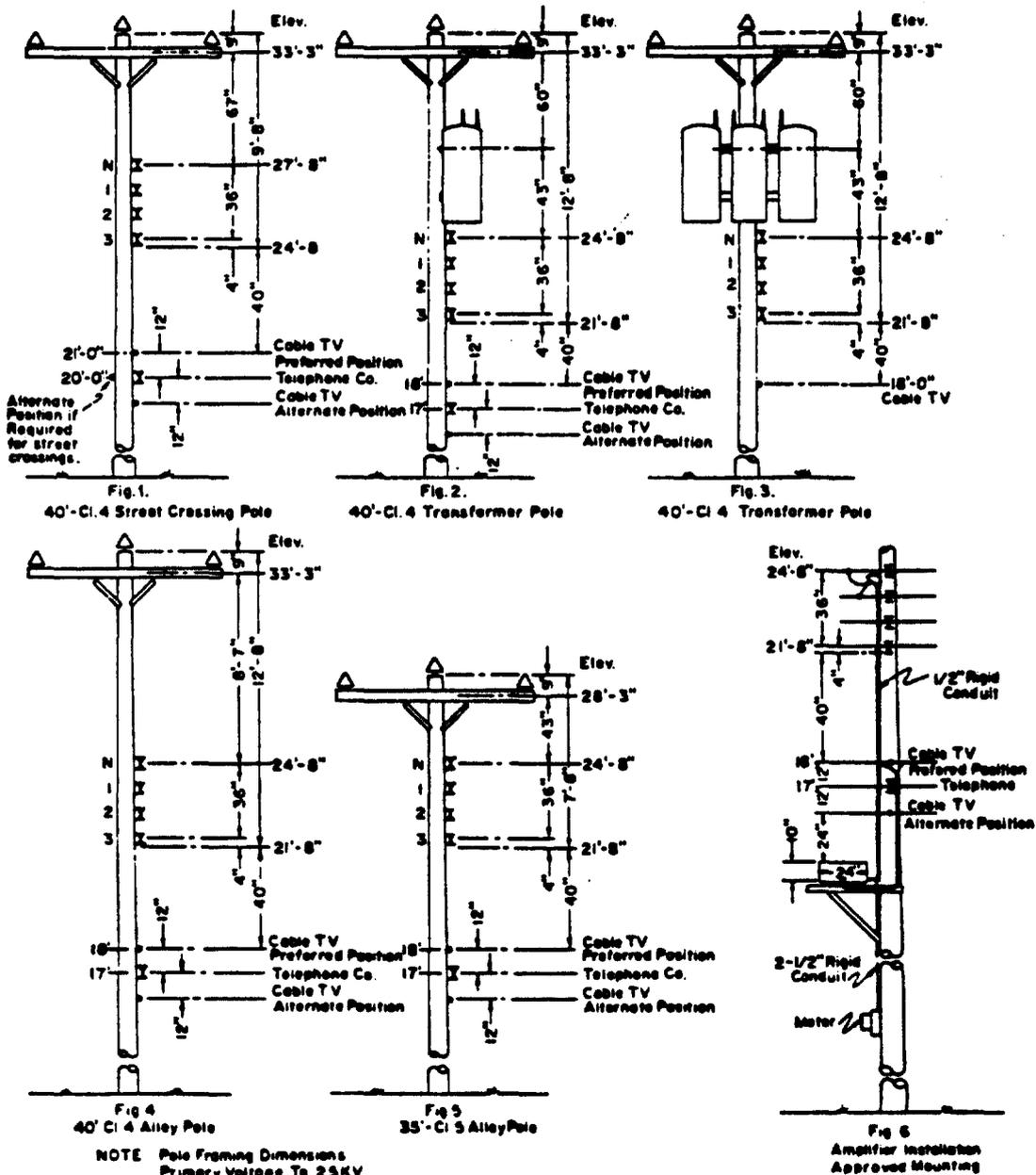


EXHIBIT "D"
to Licensing Agreement
between
Southwestern Public Service Company
and
SSS Cable Television of the Southwest, Inc.

NOTICE OF REMOVAL OF EQUIPMENT

According to the terms and conditions of the Licensing Agreement ("License") dated _____ between Southwestern Public Service Company ("SPS") and _____ ("Licensee"), Licensee submits this Notice of Removal of Equipment to SPS notifying SPS that it intends to remove certain attachments described in Exhibit 1 to this notice from certain of the SPS Poles described in Exhibit 1.

(Exhibit 1 should include the location and number of SPS Poles from which Licensee intends to remove equipment, a complete description of all items Licensee desires to remove from SPS Poles and proposed dates of removal.)

Licensee

By: _____

Dated: _____

Removal verified _____, 19____

SOUTHWESTERN PUBLIC SERVICE COMPANY

By: _____

EXHIBIT B

LICENSING AGREEMENT

between

SOUTHWESTERN PUBLIC SERVICE COMPANY

and

TELESERVICE CORPORATION OF AMERICA

dba PLAINVIEW CABLE TV

Rev. & App.
10/28/88
GOA/ERF

LICENSING AGREEMENT
between
SOUTHWESTERN PUBLIC SERVICE COMPANY
and
TELESERVICE CORPORATION OF AMERICA
dba PLAINVIEW CABLE TV

The parties ("Parties") to this agreement ("Agreement"), dated this 30th day of June, 1989 ("Execution Date"), are SOUTHWESTERN PUBLIC SERVICE COMPANY, a New Mexico corporation, authorized to transact business in Texas, Oklahoma, and Kansas ("SPS") and Teleservice Corporation of America ("Licensee").
dba Plainview Cable TV

RECITALS

SPS is a public utility engaged in the business of generation, transmission, and distribution of electric energy. In connection with the transmission and distribution of electric energy, SPS utilizes utility poles to support its transmission and distribution lines ("SPS Poles").

Licensee owns and operates a community antenna television system. Licensee desires to attach cable and other equipment owned by Licensee and utilized for the distribution of cable signals to its customers, to certain SPS Poles.

ACCORDINGLY, in consideration of the benefits to be realized by the Parties as a result of this Agreement, the specific consideration set forth in this Agreement, and the mutual promises of the Parties contained in this Agreement, the Parties agree that the following terms and conditions shall govern Licensee's use of SPS Poles located within the area shown on the Exhibit A, in or near the city of Plainview, County of Hale, State of Texas:

ARTICLE I. GENERAL USE AGREEMENT.

Section 1.1. Prior Use and Future Use. Licensee's use of SPS Poles to which Licensee has equipment attached on Execution Date shall, subsequent to Execution Date, be governed by this Agreement, although a new application for use of these SPS Poles need not be filed with SPS by Licensee. For all further pole attachments or alteration of any existing or future pole attachments to SPS Poles, Licensee must file an application with SPS in the form of Exhibit B ("Application") and receive written permission from SPS prior to alteration of existing attachments or making new attachments.

Section 1.2. Equipment. Licensee's use of SPS Poles shall be confined to supporting cables and other equipment ("Equipment") (i) attached to SPS Poles pursuant to prior agreements between the Parties or (ii) concerning which Licensee has received prior written permission from SPS to attach, pursuant to this Agreement. Licensee's Equipment on SPS Poles shall be used only for the purpose of distribution and dissemination of broadband telecommunications services.

Section 1.3. Other Use. Licensee acknowledges that this Agreement is subject to the rights of any parties (other than Licensee) to prior agreements relating to use of SPS Poles. Licensee shall construct, maintain, and operate Equipment on SPS Poles so as not to interfere or conflict with the use of SPS Poles by SPS and others using SPS Poles.

Section 1.4. Damage. Licensee shall notify SPS of any damage to SPS Poles or any SPS equipment, as soon as possible after discovery of the damage. If the damage was caused by Licensee, Licensee shall reimburse SPS for expenses incurred by SPS in making repairs.

Section 1.5. Safety Regulations. Licensee shall, at Licensee's sole expense, construct, maintain, and operate its Equipment in conformity with all laws, regulations, orders, and decrees of all lawfully constituted public authorities pertaining to pole line construction, the National Electric Safety Code as it may be revised and supplemented from time to time, and all applicable SPS rules, regulations, and policies. Exhibit C depicts typical construction specifications which will be required by SPS.

Section 1.6. Removal. Licensee may at any time remove Licensee's Equipment from SPS Poles after ten (10) days written notice to SPS in the form of Exhibit D. Such removal shall terminate Licensee's right to use any SPS Poles from which Licensee's Equipment is removed.

Section 1.7. Permits, Easements, and Licenses. It shall be Licensee's sole responsibility to obtain all permits, easements, and licenses necessary for the lawful exercise of the rights granted Licensee by this Agreement.

Section 1.8. Taxes and Fees. Licensee shall report, pay, and discharge when due, all license and permit fees, assessments, sales, use, property, and gross receipts taxes arising out of the use by Licensee of SPS Poles or the exercise by Licensee of its rights granted by this Agreement, and all other taxes, fees, and governmental charges similar or dissimilar to the foregoing (ex-