

cluding 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:

- (a) maintain Comprehensive General Liability Insurance coverage with combined single limits of \$500,000.00 per occurrence;
- (b) provide Contractual Liability insurance coverage under all of the insurance coverage described above in Section 2.1(a) for all liability assumed by Licensee under this Agreement, with SPS named as an additional insured in the coverage described above in Section 2.1(a)(ii); and
- (c) provide to SPS, at the time this Agreement is signed, certificates of insurance (and copies of all applicable insurance policies) from an insurance carrier acceptable to SPS, certifying that:
 - (i) Licensee has the insurance coverage described in this Section 2.1; and
 - (ii) the insurance coverage so described may not be cancelled or materially changed without thirty days' prior written notice to SPS.

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 expenses 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 attachments by Licensee to SPS Poles 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 attachments by Licensee to SPS poles, 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.

*(B = \$71,461,865 as 1987 Filing)

As of Execution Date, the semi-annual rate per pole attachment ("X" as defined above) is equal to \$ 1.99, thereby making the annual rate per pole attachment \$ 3.98. "X" is subject to adjustment in accordance with Section 4.3.

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 attachments by Licensee to SPS Poles 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" (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 Party may terminate this Agreement for any reason by giving six (6) months notice to the other Party. 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 631
 Lubbock, Texas 79408

 Attention: Jerald Draper

For Licensee: Teleservice Corp. of America-dba Plainview Cable TV
 P. O. Box 428
 Plainview, Texas 79072

 Attention: Joe McKinnis

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.

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: David M. White
Title: Chief Engineer

LICENSEE

TELESERVICE CORPORATION OF AMERICA
By: Fred R. Nichols
Title: President

ATTEST:

Martha S. Hendley

To Director of Personnel for Insurance Approval:

Insurance Approved

DT 6/26/89
Initial Date

EXHIBIT "A"
to Licensing Agreement
between
Southwestern Public Service Company
and
TELESERVICE CORPORATION OF AMERICA
dba PLAINVIEW CABLE TV

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

A-1

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10/28/88
GOA/ERF

EXHIBIT "B"
to Licensing Agreement
between
Southwestern Public Service Company
and
TELESERVICE CORPORATION OF AMERICA
dba PLAINVIEW CABLE TV
APPLICATION FOR POLE ATTACHMENTS

According to the terms and conditions of the Licensing Agreement ("License") dated _____ between Southwestern Public Service Company ("SPS") and Teleservice Corp. of America ("Licensee"), Licensee submits this Application to SPS requesting permission to attach the equipment and/or cable described in Exhibit 1 to this Application to 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.

B-1

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10/28/88
GOA/ERF

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: _____

LICENSEE TELESERVICE CORPORATION OF AMERICA
dba PLAINVIEW CABLE TV

Fred R. Nichols

Fred R. Nichols, President

Changes Approved
Licensee

By: _____

EXHIBIT "C"
to Licensing Agreement
between
Southwestern Public Service Company
and
TELESERVICE CORPORATION OF AMERICA
dba PLAINVIEW CABLE TV

C-1

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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

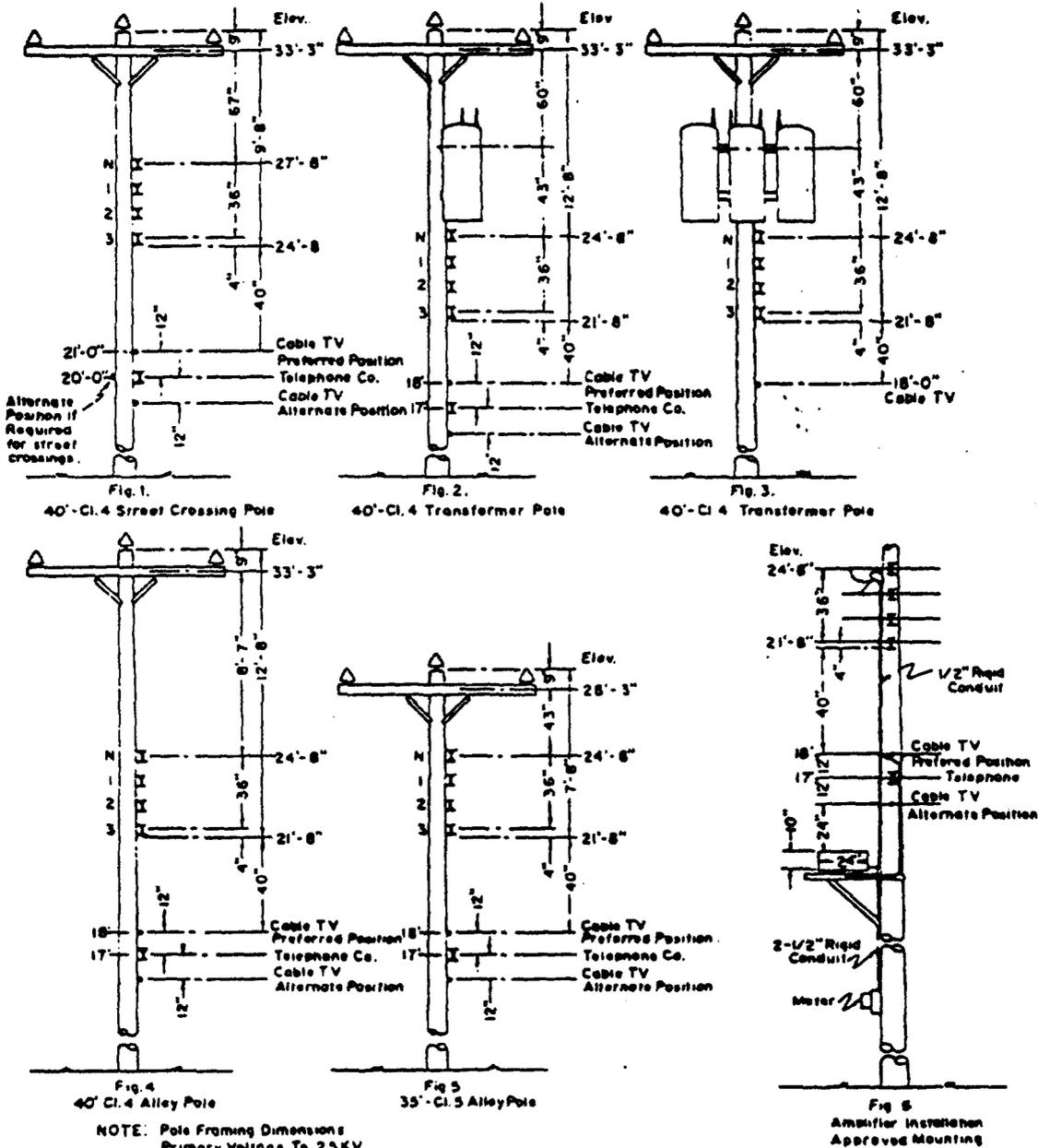


EXHIBIT "D"
to Licensing Agreement
between
Southwestern Public Service Company
and

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

CONSENT TO ASSIGNMENT OF LICENSING AGREEMENT

On 8-5-85, SOUTHWESTERN PUBLIC SERVICE COMPANY, a New Mexico corporation ("SPS") and McCaw Midwest Communications, Inc., 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 Clovis and Texico, New Mexico, and Farwell, 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 Cable of Amarillo, Inc., a Texas corporation ("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 10-15-89

SOUTHWESTERN PUBLIC SERVICE COMPANY

By: David M. Walker
Its Vice President - Engineering & Operations

*

LICENSING AGREEMENT

between

SOUTHWESTERN PUBLIC SERVICE COMPANY

and

MC-CAW CABLEVISION OF CLOVIS

**(doing business in Clovis & Texico, New Mexico
& Farwell, Texas)**

Southwestern PUBLIC SERVICE Company SALES ORDER

CUSTOMER'S COPY
SERIAL NUMBER 86214

VEHICLE	ROUTE	FOLIO	NET	CHK	BKPING	DATE	TYPE OF SALES ORDER	CODE	CHECK HERE	TYPE OF SALE	CODE	CHECK HERE	MAT'L TICKET	REF. NUMBERS
							DEBIT	0	<input checked="" type="checkbox"/>	CASH OR CHG	2	<input checked="" type="checkbox"/>		
							CREDIT	1		INSTALLMENT	3			

DESCRIPTION and REFERENCE	Co. No.	FERC Number Basic	FERC Number Pl. #	Cost Classification	Respon- sibility Center	Project Number	Work Order Number	Source Code *	Enter Proper Tax Code for Each Entry: Tax Codes: 0 = Taxable 1 = Non-Taxable			
									QUANTITY	UNIT PRICE	TX CD	AMOUNT
Harvell Pole Contact Rental	1	4,540	2	3,000	5,9,5				5,9	193	1	9,6,5,0

NAME: Cooke, Cablevision

STREET ADDRESS: P.O. Box 1330 ZONE 1

TRANS: 35

MAIL 1: _____ ZONE _____

MAIL 3: _____ ZONE _____

STREET OR P.O. BOX: _____

CITY AND STATE: _____ ZIP: _____

DISCOUNT: % _____ AMOUNT _____		SUB-TOTAL		9,6,5,0
* See sales order instruction manual.		1	SUB TOTAL	9,6,5,0
		2	CARRYING CHARGE AMOUNT FINANCED X RATE	1
		3	SUB-TOTAL	9,6,5,0
		4	LESS TAX EXEMPT AMOUNT	9,6,5,0
		5	SUB-TOTAL TAXABLE	1
		6	SALES TAX (STATE AND LOCAL)	1
		7	TOTAL	9,6,5,0

AMOUNT OF PAYMENT	DOWN PAYMENT AMOUNT	1
AMOUNT FINANCED	MONTHLY PAYMENT AMOUNT	1
NUMBER OF MONTHS	FINAL PAYMENT AMOUNT	1
ISSUED BY	ISSUED BY	CU

72116.100
 POLE RENTAL
 JUN 1 0 88
 24650000
 100
 MATCHED P.L.

SHIPPED JUN 13 1988

Southwestern PUBLIC SERVICE Company SALES ORDER

CUSTOMER'S COPY
SERIAL NUMBER 86215

CYCLE	ROUTE	FOLIO	CHK DNG	BKPING. OFC. NO.	DATE	TYPE OF SALES ORDER	CODE	CHECK HERE	TYPE OF SALE	CODE	CHECK HERE	MAT'L TICKET	REF. NUMBERS
1, 2	3, 9	8, 7, -	0	1 0 5, 8, 8	0, 6 0, 9 3, 8	DEBIT	0	<input checked="" type="checkbox"/>	CASH OR CHG	2	<input checked="" type="checkbox"/>	N / S	
						CREDIT	1		INSTALLMENT	3			

TAXP #	DESCRIPTION and REFERENCE	ACCOUNT TO BE CREDITED						Enter Proper Tax Code for Each Entry: Tax Codes: 0 = Taxable 1 = Non-Taxable					
		Co. No.	FERC Number Basic	Pl. #	Cost Classification	Respon- sibility Center	Project Number	Work Order Number	Source Code *	QUANTITY	UNIT PRICE	TX CD	AMOUNT
	Texico Pole Contact Rental	1	4 5 4	0 2	0 0 0	5 8 8				1 0 4	1 9 3 0		2 0 0 7 2

NAME: Cooke Cablevision

STREET ADDRESS: P.O. Box 1330 ZONE 01

TRANS: 35

MAIL 1: _____ ZONE _____

MAIL 3: _____ ZONE _____

STREET OR P.O. BOX: _____

CITY AND STATE: _____ ZIP: _____

DISCOUNT: % _____ AMOUNT _____		SUB-TOTAL		2 0 0 7 2
* See sales order instruction manual.		1	SUB TOTAL	2 0 0 7 2
		2	CARRYING CHARGE AMOUNT FINANCED X RATE	
		3	SUB-TOTAL	2 0 0 7 2
		4	LESS TAX EXEMPT AMOUNT	
		5	SUB-TOTAL TAXABLE	2 0 0 7 2
		6	SALES TAX (STATE AND LOCAL)	1 0 7 9
		7	TOTAL	2 1 1 5 1

TER OF PAYMENT	DOWN PAYMENT AMOUNT	
AMOUNT FINANCED	MONTHLY PAYMENT AMOUNT	
N	FINAL PAYMENT AMOUNT	
CI	ISSUED BY	<u>CU</u>

COOKE CABLEVISION INC.
 8445 CLOVIS
 Acc # 72116.100
 Acc Desc POLE RENTAL
 JUN 10 88
S. V. SCOTT
DB

SHIPPED JUN 13 1988

Southwestern PUBLIC SERVICE Company

SALES ORDER

CUSTOMER'S COPY
86216

CYCLE	ROUTE	FOLIO	T	CK DNG	BOOKING OPC. NO.	DATE	TYPE OF SALES ORDER	CODE	CHECK HERE	TYPE OF SALE	CODE	CHECK HERE	MAT'L TICKET	REF. NUMBERS
4.6	9.5	4.5	-	0	0	15.3.30.6	DEBIT	0	X	CASH OR CHG	2	X		
							CREDIT	1		INSTALLMENT	3			

TAX #	ACCOUNT TO BE CREDITED								Enter Proper Tax Code for Each Entry: Tax Codes: 0 = Taxable 1 = Non-Taxable				
	DESCRIPTION and REFERENCE	Co. No.	FERC Number Basic	Pl. #	Cost Classification	Respon- sibility Center	Project Number	Work Order Number	Source Code #	QUANTITY	UNIT PRICE	TX CD	AMOUNT
	Clovis Pole Contact Rental	1	4.5.4	0.2	0.0	5.8.3				2.9.3.2	1.9.30		556.22.6

NAME		Cooke Cablevision Inc.				SUB-TOTAL		556.22.6		
STREET ADDRESS		P.O. Box 1332				DISCOUNT: % _____ AMOUNT _____				
TRANS 35	MAIL 1	STREET OR P.O. BOX				* See sales order instruction manual.		1	SUB TOTAL	556.22.6
	MAIL 3	CITY AND STATE						2	CARRYING CHARGE AMOUNT FINANCED X RATE	
	ZIP				3			SUB-TOTAL	556.22.6	
TERMS OF PAYMENT		DOWN PAYMENT AMOUNT				4	LESS TAX EXEMPT AMOUNT			
AMOUNT FINANCED		MONTHLY PAYMENT AMOUNT				5	SUB-TOTAL TAXABLE	556.22.6		
		FINAL PAYMENT AMOUNT				6	SALES TAX (STATE AND LOCAL)	30.43.5		
ISSUED BY		ISSUED BY		cu		7				
							TOTAL	586.66.1		

COOKE CABLEVISION INC.

Account # 22116.100

Account Desc POLE RENTAL

JUN 10 88

\$460000

Account # 116

Account Desc _____

Account # _____

Account Desc _____

SHIPPED JUN 13 1988

LICENSING AGREEMENT
between
SOUTHWESTERN PUBLIC SERVICE COMPANY
and
MC-CAW CABLEVISION OF CLOVIS

The parties ("Parties") to this agreement ("Agreement"), dated this _____ day of _____, 19____ ("Execution Date"), are SOUTHWESTERN PUBLIC SERVICE COMPANY, a New Mexico corporation, authorized to transact business in Texas, Oklahoma and Kansas ("SPS") and Mc-Caw Cablevision ("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 Clovis & Texico, County of Curry, State of New Mexico:
& Farwell, Parmer County, 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"

(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: Engineering Services Department

For Licensee: McCaw Cablevision
P. O. Box 1330
Clovis, New Mexico 88101

Attention: _____

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: _____
Title: _____

**LICENSEE - McCaw Cablevision (doing business in
Clovis & Texico, New Mexico, and
Farwell, Texas)**

By: _____
Title: _____

ATTEST:

EXHIBIT "A"
to Licensing Agreement
between

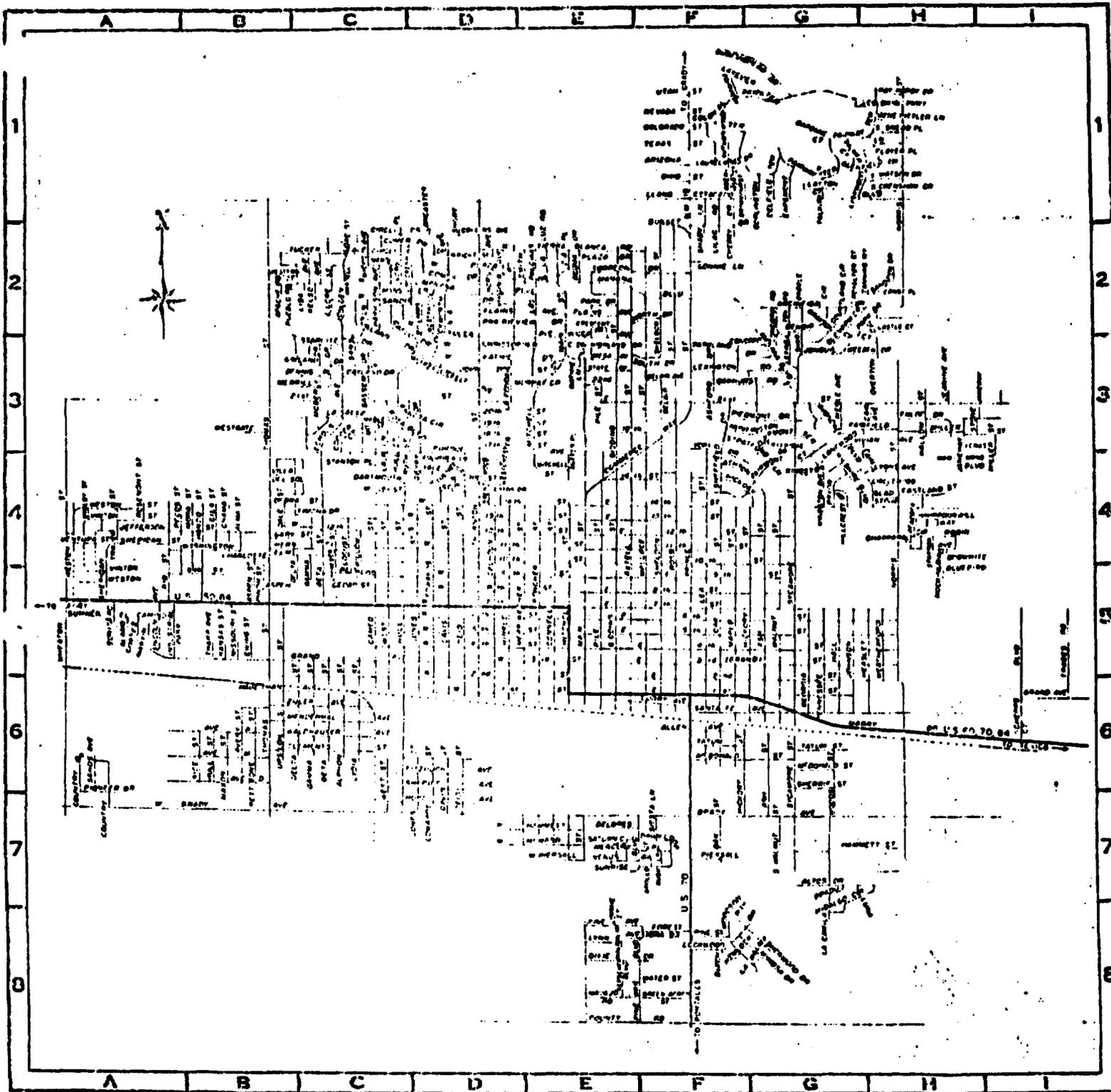
Southwestern Public Service Company

and

Mc-Caw Cablevision of Clovis

(doing business in Clovis & Texico, New Mexico
& Farwell, Texas)

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



MAP OF
CLOVIS
 NEW MEXICO