A Resolution Granting a
Cable Television Franchise

The Board of Selectmen of the Town of Rumford, in the County of Oxford, Maine, acting in accordance with Title 30-A MRSA section 3009 and having determined that the financial, legal, and technical ability of FrontierVision Operating Partners, L.P., is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, does hereby resolve as follows:

SECTION 1
Definitions

1.1 Terms. For the purpose of this Resolution, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below.

a. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.

b. "Basic Cable" is the tier of service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals, which is currently referred to as "Antenna Service".

c. "Cable Act" means the cable Communications Policy Act of 1984, as amended.

d. "Cable Service" means (i) the one-way transmission to Subscribers of video programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection of such Video Programming.

e. "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other communications equipment that is designed to provide Cable Service and other services to Subscribers.

f. "FCC" means Federal Communications Commission, or successor governmental entity thereto.

g. "Franchise" shall mean the initial authorization or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.
SECTION 2
Grant of Franchise

2.1 Grant. The Board of Selectmen of Rumford, Maine hereby grants to Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable
System and offer Cable Service and other services in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area under the control of the Franchising Authority and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, under the control of the Franchising Authority, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. With respect to the use of rights-of-way not within the Franchise Authority’s jurisdiction, Grantee shall undertake to obtain authority for the use of such rights-of-way from each respective, controlling governmental authority.

2.2 Term. The Franchise granted pursuant to this Resolution shall be for a term of ten (10) years, commencing on ________________, 19__.

2.3 Other Cable Franchises. In the event the Franchising Authority enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than Grantee to enter into the Franchising Authority’s streets and public ways for the purpose of constructing or operating a cable system or providing cable service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

SECTION 3
Standards of Service

3.1 Facilities. The parties mutually acknowledge that FrontierVision Operating Partners, L.P., has signed an agreement to sell its cable systems to Adelphia Communications Corporation of Coudersport, Pennsylvania (hereinafter “Adelphia”). Pending completion of that sale, Grantee will proceed with the reconstruction of the existing cable plant facilities to provide a fiber optic backbone cable communication system that will increase its channel capacity to 77 channels. Grantee shall use its best efforts to complete the system rebuild within 24 months from the assumption of operational control by Adelphia, but in no case more than 36 months, from the date that Adelphia assumes ownership and/or operational control of the system. Grantee shall monitor technological developments in the cable communications industry and shall, at the request of the Town, consult and discuss with the town implementing such changes as are required to meet substantial unfilled needs and interests; provided that the Grantee shall be allowed to realize reasonable rate of return on all costs of implementing any such changes within the remaining term of this agreement.
3.2 Periodic Review, New Technologies. To the extent technically and economically feasible, the Grantee shall incorporate in its Cable System new technologies that may be developed or become available after the effective date of this Franchise Agreement, in order to provide enhanced service to its Subscribers and to prevent Grantee’s Cable System from becoming obsolete. For this purpose, any calculation of the economic feasibility of incorporating new technology shall take into account the number of years remaining in the Franchise Term; the cost of incorporating the technology concerned; the predicted impact of the new technology on Grantee’s rate of return on its investment; and demonstrated Subscriber needs and interests.

In order to assure Grantee’s compliance with this paragraph, the Municipality may conduct a review of the Cable System, which review shall commence on the third (3rd) and the sixth (6th) year anniversary’s of the effective date of this Franchise Agreement. Such review shall be conducted so as to enable the Municipality to determine; (i) whether the Cable System should be upgraded or rebuilt; (ii) whether the Cable System’s technical standards should be revised or improved; (iii) in general, whether any other changes in Franchise requirements should be made. Each determination under this paragraph shall be based upon the reasonable cable-related needs and interests of the community, considering economic feasibility to the Grantee of meeting those needs and interests taking into account the factors listed in subparagraph 2.3 above.

3.3 Conditions of Street Occupancy. All transmission and distribution lines, structures, poles, and equipment installed or erected by the Grantee pursuant to the terms hereof, shall be located so as to cause a minimum of interference with the intended use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said Public Ways.

3.4 Restoration of Public Ways. If during the course of Grantee’s construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Grantee, Grantee shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way immediately prior to such disturbance.

3.5 Relocation at Request of Franchising Authority. Upon its receipt of reasonable advance notice, not to be less than ten (10) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by Franchising Authority or other governmental authority including the County, State of Maine or an agency of the federal government, by reason of traffic conditions, public safety, street abandonment, freeway or street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority, or other governmental authority including
the County, State of Maine or agency of the federal government, but the Grantee shall in all cases have the right to abandon its property in place, provided that all current Subscribers to the system are retained. If public funds are available to any company using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to the Grantee in accordance with the applicable law.

3.6 Relocation at Request of Third Party. The Grantee shall, upon the request of any person holding a building moving permit issued by the Franchising Authority or other governmental authority including the County, State of Maine or agency of the federal government, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by the person, making the request, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary wire changes.

3.7 Trimming of Trees and Shrubbery. The Grantee shall have authority to trim trees or other natural growth overhanging or otherwise interfering with any of its Cable System in the Service Area under the control of the Franchising Authority so as to prevent branches from coming in contact with the Grantee’s wires, cables, or other equipment. Grantee shall be permitted to charge persons who own, or are responsible for, such trees or natural growth for the cost of such trimming, provided that similar charges are assessed by and paid to the utilities or the Franchising Authority for tree trimming.

3.8 Safety Requirements. Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workman-like manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations.

3.9 Aerial and Underground Construction. In those portions of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground, provided that such facilities are actually capable of receiving Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In those portions of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Grantee shall have the sole discretion to elect to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Section 3.8 shall require Grantee to construct, operate, and maintain underground, any ground-mounted appurtenances such as a subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment.
Notwithstanding anything to the contrary contained in this Section 3.8, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Resolution, Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities’ facilities and easements at the time that such are placed underground.

3.10 **Required Extensions of Service.** Grantee is hereby authorized to extend the Cable System as necessary, as desirable, or as required pursuant to the terms hereof within the Service Area. Whenever Grantee shall receive a request for service from at least fifteen (15) households, within 5,280 cable-bearing strand feet (one-mile) of its distribution cable system, it shall extend its Cable System plant facilities to such Subscribers at no cost, other than the usual connection fees normally charged to all Subscribers, provided that such extension is technically feasible and will not adversely affect the operation, financial condition, or market development of the Cable System, or as provided for under Section 3.10 of this Resolution.

3.11 **Subscriber Charges for Extensions of Service.** No Subscriber shall be refused service arbitrarily. However, the Grantee may require subscribers to make a capital contribution in aid of construction, including the cost of materials, labor and easements, under the following special circumstances:

a. The subscriber requests that the cable drop be located underground.

b. Extending service to the subscriber’s address requires an underground roadway cable crossing.

c. The connection point for the subscriber’s address is located more than 300 feet from the nearest distribution cable.

d. Extending service to the subscriber’s address requires a line extension through areas with fewer than fifteen (15) households per 5,280 feet of distribution cable.

For the purpose of determining the amount of capital contribution in aid of construction to be borne by Grantee and Subscribers in the area in which Cable Service may be extended, Grantee will contribute an amount equal to the construction and other costs per half mile, multiplied by a fraction whose numerator equals the actual number of potential subscribers desiring service per 5,280 cable-bearing strand feet of its trunk or distribution cable, and whose denominator equals fifteen (15) Subscribers. Potential subscribers will bear the remainder of the construction and other costs on a pro rata basis. Grantee may require that the payment of the capital contribution in aid of construction borne by such potential subscribers be paid in advance.
3.12 **Service to Public Buildings.** The Grantee shall provide without charge one (1) outlet of Expanded Basic Cable Service to the Franchising Authority’s office building(s), fire station(s), police station(s), public school building(s), private school buildings and maintenance building(s) that are passed by its Cable System if requested and authorized by the appropriate authority. The outlets of Cable Service shall not be used to distribute or sell Cable Services in or throughout such buildings, nor shall such outlets be located in common or public areas open to the public. Users of such outlets and facilities shall hold Grantee harmless from any and all liability or claims arising out of their use of such outlets, including but not limited to, those arising from copyright liability or those relating to technical malfunctions. Notwithstanding anything to the contrary set forth in this Section 3.11, the Grantee shall not be required to provide an outlet to such building where the drop line from the distribution cable to said buildings or premises exceeds three hundred (300) cable feet, unless it is technically feasible and so long as it will not adversely affect the operation, financial condition, or market development of the Cable System to do so, and unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 300 feet. In the event that additional outlets of Cable Service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials.

3.13 **Subscriber Complaint Resolution.** Grantee agrees to respond to all Subscriber complaints within two (2) business days of receipt. Any resolution that does not satisfy the Subscriber will be forwarded to the next level of management until it reaches the General Manager. If the complaint is still unresolved, the General Manager will contact the Grantee’s Regional Manager to reach an amicable resolution. If a satisfactory resolution still cannot be reached, FrontierVision will confer in writing with the Town Manager within ten (10) business days of the receipt of complaint in an effort to resolve the dispute.

3.14 **Parental Control Devices.** Grantee shall provide to Subscribers, upon request, parental control devices that allow any channel or channels to be locked out. Grantee shall be entitled to charge a reasonable fee for these devices, including an installation charge.

3.15 **Access Channel.** Grantee shall provide one local public, educational, or governmental access channel to the extent authorized by the Telecommunications Act of 1996.

**SECTION 4**

**Regulation by Franchising Authority**

4.1 **Rates and Charges.** The Franchising Authority may regulate rates for the provision of Cable Service to the extent allowed by law.
4.2 Subscriber Rights. Grantee shall provide subscribers with a minimum of thirty (30) days advance notice of an increase in rates.

In the event that service to any subscriber is interrupted for twenty four (24) or more consecutive hours, Grantee will, upon request, grant that subscriber a pro rata credit.

An office shall be open during usual business hours, have a listed toll-free telephone number and be capable of receiving complaints, requests for adjustments and service calls.

4.3 Renewal of Franchise. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee’s Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, 47 U.S.C. 546, as this provision existed on the effective date of this Franchise, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

In addition to the procedures set forth in said Section 626(a), the Franchise Authority agrees to notify Grantee of its preliminary assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. The Franchising Authority further agrees that such a preliminary assessment shall be provided to the Grantee prior to the time that the four (4) month period referred to in Subsection (c) of Section 626 is considered to begin. Notwithstanding anything to the contrary set forth in this Section 4.2, the Grantee and Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof. The Grantee and the Franchising Authority consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act as of the effective date of this agreement.

4.4 Conditions of Sale. Except to the extent expressly required by federal or state law, if a renewal or extension of Grantee’s Franchise is denied or the Franchise is lawfully terminated and the Franchising Authority effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System being valued as a going concern.

Grantee and Franchising Authority agree that in the case of a lawful revocation of the Franchise, Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. The Franchising Authority further agrees that during such a period of time, it shall authorize the Grantee to continue to operate the
cable system pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period of time greater than one (1) year from the effective date of such revocation. If, at the end of that time, Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, Grantee and Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Grantee's continued operation of its Cable System during the one (1) year period shall not be deemed a waiver, or an extinguishment of, any rights of either the Franchising Authority or the Grantee. Notwithstanding anything to the contrary set forth in Section 4.3, neither Franchising Authority nor Grantee shall be required to take any action inconsistent with federal or state law.

4.5 Transfer of Franchise. Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an Affiliate of Grantee, without the prior consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed more than sixty (60) days from date of notification to the Franchising Authority. Grantee shall use its best efforts to assist in the provision of relevant financial and technical information to the Franchising Authority with respect to the proposed transferee. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

4.6 Franchise Fee. Grantee shall pay to the Franchising Authority a franchise fee equal to three percent (3%) of the Gross Revenues (as defined in Section 1.1 of this Franchise) received by Grantee on an annual basis. The Franchise Fee payment shall be due and payable ninety (90) days after the close of the annual period for each calendar year, but the first accounting period shall commence with the first month immediately following that month in which this Resolution and franchise is adopted. Each payment shall be accompanied by a statement from a representative of Grantee showing the basis for the computation.

Notwithstanding the preceding paragraph, in the event of any amendment or change in the current Federal Law which provides for limitations on the maximum franchise fee that franchising authorities may impose, the parties hereto agree that either the Franchise Authority or the cable company may request renegotiation of the franchise fee specified herein, and both parties agree to negotiate in good faith to establish a reasonable franchise fee, taking into consideration the then current circumstances, prevailing economic circumstances, other factors, and prevailing fees within the cable television industry.
SECTION 5
Insurance and Indemnification

5.1 Insurance Requirements. Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive General Liability Insurance in the amount of $3,000,000 combined single limit for bodily injury, and property damage. Said insurance shall designate the Franchising Authority as an additional named insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Grantee shall additionally maintain Automotive Liability Insurance in the amount of $1,000,000. Grantee shall provide a current Certificate of Insurance to the Franchising Authority verifying coverage, providing the Franchising Authority as an additional insured and requiring thirty (30) days notice to the Franchising Authority of cancellation.

5.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee’s construction, operation, or maintenance of its Cable System, including, but not limited to, reasonable attorneys’ fees and costs.

SECTION 6
Compliance and Monitoring

6.1 Testing for Compliance. Grantee shall comply with testing that may be required under FCC regulations. In addition, the Franchising Authority at its own expense may perform similar technical tests of the Cable System during reasonable times and in a manner which does not unreasonably interfere with the normal business operations of the Grantee or the Cable System, in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving Grantee reasonable written notice thereof, not to be less than five (5) business days, and providing a representative of Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially failed to comply with a material requirement hereof, the cost of such testing shall be borne by the Grantee. Except in emergency, the Franchising Authority agrees that such testing shall be undertaken no more than two (2) times a year in the aggregate, and that the results thereof shall be made available to the Grantee upon Grantee’s request.

6.2 Books and Records. The Grantee agrees that the Franchising Authority may review such of its books and records, during normal business hours, as is reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and
regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, to the extent provided by law.

SECTION 7
Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall notify Grantee in writing of the exact nature of the alleged noncompliance.

7.2 Grantee’s Right to Cure or Respond. Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (a) to respond to the Franchising Authority contesting the assertion of noncompliance, or (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot be cured with the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within sixty (60) days after the Grantee is notified of the alleged default pursuant to Section 7.1, the Franchising Authority shall schedule a private meeting with the Franchise Authority Administrator and the Grantee to investigate the default. A subsequent public meeting may be held if the alleged default is not remedied within sixty (60) days after the private meeting is held with Grantee. Such public meeting shall be held at the next regularly scheduled meeting of the Franchising Authority which is scheduled at a time which is no less than five (5) business days therefrom. The Franchising Authority shall notify the Grantee of the time and place of such meeting and provide the Grantee with an opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that Grantee is in default of any provision of the Franchise, the Franchising Authority may:

a. Commence an action at law for monetary damages or seek other equitable relief;

b. In the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

c. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages.
The Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of the Franchising Authority to enforce prompt compliance.

7.5 **Acts of God.** The Grantee shall not be held in default or noncompliance with the provisions of the Franchise nor suffer any enforcement or penalty relating thereto, when such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events beyond its ability to control.

**SECTION 8**

**Miscellaneous Provisions**

8.1 **Documents Incorporated and Made a Part Hereof.** The following documents shall be incorporated herein by this reference, and in the case of a conflict or ambiguity between or among them, the document of latest date shall govern:

a. Any enabling legislation in existence as of the date hereof; and
b. Any franchise agreement between Grantee and Franchising Authority reflecting the renewal of the Franchise, if any.

8.2 **Preemption.** If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Franchise, then to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by the Franchising Authority, the jurisdiction of the Franchising Authority shall cease and no longer exist.

8.3 **Actions of Franchising Authority.** If any action by the Franchising Authority or representative thereof is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in the instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.4 **Notice.** Unless expressly otherwise agreed between the parties, every notice or response to be served upon the Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.
The notices or responses to the Franchising Authority shall be addressed as follows:

Town of Rumford  
145 Congress Street  
Rumford, Maine 04276  
Attn: Town Manager

The notices or responses to the Grantee shall be addressed as follows:

FrontierVision Operating Partners, L.P.  
444 Perry Road  
Bangor, ME 04401  
Attn: Government Relations Department

With copy to:

FrontierVision Operating Partners, L.P.  
1777 South Harrison Street, Suite P-200  
Denver, CO 80210-3925  
Attn: President and Chief Executive Officer

Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other.

8.5 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.6 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.
Passed and adopted this 5th day of August, 1999, subject to applicable federal, state and local law.

By: ____________________________  By: ____________________________
Title: ___________________________  Title: ___________________________

By: ____________________________
Title: ___________________________

Accepted this 13th day of August, 19__, subject to applicable federal, state and local law.

FRONTIERVISION OPERATING PARTNERS, L.P.
By: FrontierVision Holdings, L.P., its general partner
By: FrontierVision Partners, L.P., its general partner
By: FVP GP, L.P., its general partner
By: FrontierVision Inc., its general partner

By: James Vaughn, President