

FRANCHISE EXTENSION AGREEMENT

THIS FRANCHISE EXTENSION AGREEMENT ("Agreement"), effective as of the date specified below in Section 5, is entered into by the City of Agoura Hills, a municipal corporation of the State of California ("Grantor"), and Century-TCI California, L.P., dba Adelphia Cable Communications ("Grantee").

RECITALS:

A. Grantee currently operates and maintains a cable television system in the City of Agoura Hills under the authority of Chapter 9 of Article VI of the Agoura Hills Municipal Code and a nonexclusive franchise previously granted to the Grantee's predecessor-in-interest by Ordinance No. 94-244, that was later transferred to Grantee ("Franchise Agreement"). A renewal of that Franchise Agreement has been requested by Grantee.

B. Subsection 1.4 ("Duration") of the Franchise Agreement provides that the term of the franchise is 10 years from the effective date of the Franchise Agreement, which effective date was March 23, 1994.

C. Agoura Hills Resolution 04-1320 extended the Franchise Agreement until December 31, 2004.

D. Grantor and Grantee desire to enter into this Agreement for the purpose of extending their respective rights and obligations under the Franchise Agreement for an additional period of time from its specified expiration date of December 31, 2004, through and including December 31, 2005.

THE PARTIES AGREE AS FOLLOWS:

Section 1. Subsection 1.4 ("Duration") of Section 1 ("Renewal of Franchise") of the Franchise Agreement is amended in its entirety to read as follows:

"1.4 Duration. The term of the franchise renewal is extended for an additional period of time from the specified expiration date of December 31, 2004, through and including December 31, 2005. The franchise will terminate upon the first to occur of (i) the effective date of an agreement renewing the Cable Television Franchise Agreement; or (i) midnight on December 31, 2005. Renewal, if any, will be in accordance with then applicable law."

Section 2. This Agreement will be legally binding upon the Grantor and Grantee from its "Effective Date," as specified in Section 5 below, and upon any assignee or transferee of the Franchise Agreement that may hereafter be authorized by the Grantor.

Section 3. Except as modified in this Agreement, either expressly or by necessary implication, the terms and conditions of the Agreement remain in full force and effect. Both parties reserve all rights under applicable provisions of the Cable Act, including Sections 626

and 635. Nothing herein will be deemed or construed as a waiver, release, or surrender of any right that either party may have under the Cable Act or any other applicable law.

Section 4. Grantee's execution of this Agreement will not constitute either an assumption or a rejection by Grantee of the Franchise Agreement, nor a waiver of Grantee's rights under Section 365 of the U.S. Bankruptcy Code (11 U.S.C. Section 365).

Section 5. It is the intention of the parties that the Grantee will first execute this Agreement and then submit it to the Grantor. The Grantor's City Clerk will insert the execution date in all counterparts of this Agreement, attest to the execution of those counterparts by a duly authorized officer of the Grantor, and transmit one fully executed counterpart to the Grantee. The "Effective Date" is the date on which this Agreement is signed on behalf of the Grantor.

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TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be signed by its duly authorized representative as of the date set forth below each authorized signature.

ATTEST:

"GRANTOR"

Kimberly M. Rodrigues, City Clerk

CITY OF AGOURA HILLS
a Municipal Corporation

APPROVED AS TO FORM:

By: _____
Ed Corridori, Mayor

Craig A. Steele, City Attorney

Date: _____

"GRANTEE"

Century-TCI California, L.P.,
a Delaware limited partnership,
d/b/a/ Adelphia Cable Communications

By: Century-TCI California Communications, L.P.,
a Delaware Limited partnership,
its General Partner,

By: Century Exchange, L.L.C.
a Delaware limited liability company,
its General Partner,

By: Century Cable Holding Corporation,
a New York corporation,
its Sole Member

By: _____
Thomas E. Carlock, Vice President

Date: _____

APPROVED AS TO FORM:

Corporate Counsel