

AGREEMENT

THIS AGREEMENT is made this 4th day of March, 1988, by and between GILCHRIST TIMBER COMPANY, a Delaware corporation duly registered and doing business in Oregon, hereinafter referred to as "Gilchrist", whose address is Post Office Box 638, Gilchrist, Oregon 97737, and COUNTRY CABLEVISION, LTD., an Oregon corporation, hereinafter referred to as "Country", whose address is 7522 Jordan Street S.E., Salem, Oregon 97301.

WHEREAS, Gilchrist is willing to make cable television services available to persons who live in Gilchrist, Oregon; and

WHEREAS, Country wishes to conduct business by providing cable television services to the persons who live in Gilchrist, Oregon;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties agree as follows:

1. Obligations Of Gilchrist. Gilchrist agrees to do the following:

(A) Gilchrist shall grant and convey to Country upon the property described in Exhibit A attached hereto (hereinafter referred to as the "Property") a nonexclusive easement over and under the Property, including the right to enter the Property to erect, excavate, operate, lay, maintain, repair, rebuild, and patrol, as reasonably necessary, all lines for cable

television, head-end antenna complex, and related equipment.

(B) Gilchrist shall provide to Country facilities to house the antennae and related equipment required to operate the signal receiving, processing, and transmission portion of the cable television system, with space to maintain an office and supplies inventory for the ongoing operation of the system described on Exhibit B attached hereto (hereinafter referred to as the "Premises"). Gilchrist agrees to insure the Premises, excepting Country's property therein, and to maintain the exterior thereof. In addition, during the construction phase, temporary outside space which is accessible by delivery and construction vehicles shall be provided by Gilchrist, at a location designated by Gilchrist, as reasonably required to store construction supplies and equipment, not to exceed 2,000 square feet. Such temporary space to be made available from beginning of the construction phase for a period of 6 months, or the end of construction, whichever is later.

(C) Gilchrist shall allow Country the opportunity to do business as a provider of cable television services and to seek subscription contracts from those who reside in Gilchrist, Oregon, during the term of this Agreement.

(D) Gilchrist will not permit the easement to be used by a competing cable television system.

2. Obligations Of Country. Country agrees to do the following:

(A) Country shall conduct the business of providing whatever cable television services it deems desirable to persons living in Gilchrist, Oregon for as long as, and to the extent that, Country in its sole discretion deems desirable.

(B) Country shall be obligated to insure all of its own equipment at no expense to Gilchrist.

(C) Country shall commence construction of its cable television system within 120 days from the date of this Agreement and shall complete construction within 6 months after commencement, subject to an extension of time for delays caused by acts of God and other causes beyond the control of Country.

(D) In connection with its occupancy of the Premises, Country shall (i) keep the Premises in a neat and clean condition, (ii) make all necessary interior repairs, (iii) comply with all applicable laws and ordinances with respect to the use of the Premises, (iv) use the Premises solely for the purposes specified in subparagraph 1(B), and (v) pay all expenses of utilities used by Country on the Premises and all property taxes on Country's equipment situated thereon.

(E) Country shall restore any damage to the Property or to any adjacent land resulting from the exercise of Country's rights granted pursuant to this Agreement.

(F) Country shall indemnify, defend, and hold harmless Gilchrist, its officers and employees, from and against any and all loss, cost, or damage arising out of or in any way related to the exercise of Country's rights hereunder.

(G) Country shall be responsible for obtaining appropriate agreements from public utilities required for the use by Country of any telephone poles or electric poles involved in its system.

3. Successors In Interest. Each and every provision hereof shall inure to the benefit of and shall be binding upon the assigns and all successors in interest of the parties. Country shall not assign its rights hereunder without the prior written consent of Gilchrist.

4. Termination. This Agreement is for a period of 15 years from the date hereof and will automatically renew for five-year periods unless either party provides written notice to the other within 90 days prior to the expiration of the term then in existence. Gilchrist may terminate this Agreement at any time upon 90 days' written notice of Country's failure to provide cable television services or maintain technical standards as required by the Federal or Oregon state laws or regulations in effect at that time, whether or not Federal or

state agencies have jurisdiction over the cable television service being provided pursuant to this Agreement; provided, that Country is given written notice of its failure to provide such services or maintain such technical standards and has been afforded reasonable time to rectify such conditions. Country may terminate this Agreement at any time upon 90 days' written notice if, in its opinion, it is unable to provide cable television services of reasonable quality due to technical or financial reasons beyond its control. Upon termination of this Agreement, Country shall promptly remove all of its equipment from the Property and the Premises and shall, at the request of Gilchrist, execute a document in recordable form evidencing the termination of this Agreement.

5. Waiver Of Breach - Modification. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach. No modification of this Agreement shall be binding upon either party unless and until reduced to writing and signed by both parties, or unless ordered by the court.

6. Litigation. If any suit, action, or other proceeding or appeal from a decision therein is instituted to establish, obtain, or enforce any right from this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements, such additional sums as the court may adjudge reasonable as attorney fees, both in the trial and appellate court.

7. Entire Agreement. This document is the entire, final, and complete Agreement of the parties and it supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives.

8. Notice. Any notice under this Agreement shall be in writing, and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties at the addresses stated above, or such other addresses as either party may designate by written notice to the other.

9. Execution Of Documents. Each party agrees to execute whatever documents may be reasonably required to give full effect to the provisions of this Agreement.

10. Signatures In Representative Capacity. The individuals signing below represent that they are duly authorized to execute this document.

11. Paragraph Headings. The headings of particular paragraphs are inserted only for convenience and are not a part of this Agreement or a limitation of the scope of the particular paragraph to which each refers.

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicated original the date and year first above written.

GILCHRIST TIMBER COMPANY

COUNTRY CABLEVISION, LTD.

By Charles F. Shotts
Charles F. Shotts, Vice President

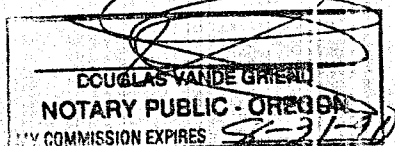
By John P. Johnson
John P. Johnson, President

STATE OF OREGON

County of Marion

)
) ss
)

The foregoing instrument was acknowledged before me this 7th day of MARCH, 1988, by the above-named John P. Johnson, President of COUNTRY CABLEVISION, LTD., an Oregon corporation, on behalf of the Corporation.



Notary Public for Oregon
My Commission Expires: _____

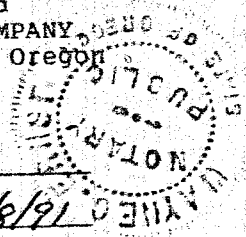
STATE OF OREGON

County of Klamath

)
) ss
)

The foregoing instrument was acknowledged before me this 34 day of MARCH, 1988, by the above-named Charles F. Shotts, Vice President of GILCHRIST TIMBER COMPANY, a Delaware corporation duly authorized to do business in Oregon as a foreign corporation, on behalf of the Corporation.

Wayne J. Ernst
Notary Public for Oregon
My Commission Expires: 9/8/91



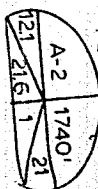
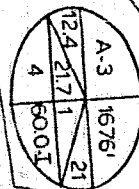
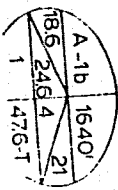
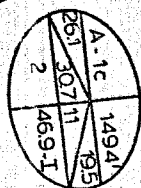
18733

[illegible]

18734

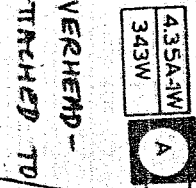
GILCHEST, OR

NOTE: THIS AREA
NOT TO SCALE



HWY. 97

OVERHEAD -

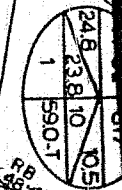
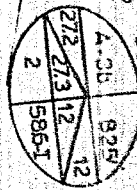


ATTACHED TO
EXISTING GILCHEST
UTILITY POLES
(WEST SIDE
ONLY)

MANZANITA

DR.

RHODODENDRUM



COUNTRY CABLEVISION, LTD.
CABLE TELEVISION SYSTEM
DESIGN AND CABLE ROUTING
(ALL UNDERGROUNDED CABLE
EXCEPT ON WEST SIDE OF
HIGHWAY 97, AS SHOWN
EXCLUDES SERVICE DROPS TO
INDIVIDUAL HOUSES

GILCHRIST, OREGON

COUNTRY CABLEVISION, LTD. SIGNAL RECEIVING AND PROCESSING FACILITY CONSTRUCTED AND OWNED BY COUNTRY CABLEVISION, LTD. ON GILCHRIST TIMBER COMPANY OWNED LAND, AS SHOWN. THIS EXHIBIT DOES NOT INCLUDE THE UNDERGROUNDED CABLE ROUTING FROM THIS SITE TO THE TOP OF CRESCENT BUTTE, AND COUNTRY CABLEVISION'S UTILITY POLE, ANTENNAE AND RELATED EQUIPMENT SITUATED ON TOP OF CRESCENT BUTTE.

(COUNTRY CABLEVISION
BUILDING, SATELLITE
ANTENNAE & RELATED EQUIPMENT)

HEADEND

LOGGING
LOG

STATE OF OREGON: COUNTY OF KLAMATH: ss

Filed for record at request of Country Cablevision the 17th day
of Sept. A.D., 19 91 at 2:19 o'clock P. M., and duly recorded in Vol. M91
of _____ of Deeds on Page 18726.

Evelyn Biehn County Clerk

By Quentin Mickelson

FEE \$53.00

Return: Country Cablevision

P.O. Box 12038, Salem, Or. 97309 (Attn: John P. Johnson)