**CHANNEL SUBLEASE AND AGREEMENT**

**Featured Real Estate Leases**

ASCUTNEY ASSOCIATES, INC.

 NEW ENGLAND WIRELESS

 BURLINGTON, VERMONT

 CHANNEL SUBLEASE AND AGREEMENT

 This Channel Sublease and Agreement ("Agreement") is made and entered

into by Ascutney Associates, Inc., ("Lessor"), having its principal place of

business at P.O. Box 186, Rexford, New York 12148, and New England Wireless,

56 Green Street, Bellows Falls, Vermont 05101 ("Lessee").

 RECITALS

 WHEREAS, the Federal Communications Commission ("FCC") has authorized

licensees of Instructional Television Fixed Service ("ITFS") channels to

lease "excess capacity" on such channels for non-ITFS use, subject to

certain regulatory restrictions, and has authorized licensees of Multipoint

Distribution Service ("MDS") channels and licensees of Multichannel

Multipoint Distribution Service ("MMDS") channels to lease all of the

channel capacity on such channels; and

 WHEREAS, The Federal Communications Commission has granted radio

broadcast station licenses to the licensees named and specified in Schedule

A, attached hereto, and has before it applications for the grant of radio

broadcast station licenses as named and specified in Schedule A, attached

hereto; and

 WHEREAS, Lessor has entered into Channel Lease Agreements with each of

the Licensees in the Burlington, Vermont, area identified in Schedule A,

attached hereto, contemplating lease by Lessor from such Licensees of

"excess capacity" on each of such channels; and

 WHEREAS, Ascutney and Lessee are parties to a letter agreement dated

May 6, 1991, whereby Lessee is given access to the licenses in the Bellows

Falls market and a letter agreement dated September 25, 1991, whereby Lessee

is given access to the licenses in Burlington, Vermont, market; and

 WHEREAS, Lessor desires to lease to Lessee the excess capacity on each

of the aforesaid ITFS channels (each of which has a bandwidth of six MHZ and

meets or will meet National Television System Committee (NTSC) color video

signal specifications for color television, as defined by the FCC) which

Lessor has acquired, or will acquire, from the FCC or the FCC licensee of

each such ITFS channel, as the case may be; and

 WHEREAS, Lessee desires to lease from Lessor all of the channel

capacity which Lessor has acquired and/or will acquire on ITFS channels

specified on Schedule A hereto (the "ITFS Channels") in the markets, all

subject to the terms and conditions set forth herein, in order to operate a

subscription video programming service to be offered to subscribing members

of the public via transmission capacity provided through non-cable TV over-

the-air transmission technology through ITFS, MMDS and/or MDS channels

("subscription television business" or "subscription television service"),

 NOW, THEREFORE, in consideration of the mutual promises, covenants and

warranties set forth herein, Lessor and Lessee hereby agree as follows:

 1. Lease of Channel Capacity (a) Lessor hereby agrees to lease to

Lessee all of the excess capacity (as hereinafter defined) on the ITFS

channels in the market, specified in Schedule A, subject to the terms and

conditions set forth herein. Lessor further agrees to lease to Lessee all

of the channel capacity that Lessor has acquired, or will acquire, pursuant

to the leases annexed hereto, or to be annexed hereto, as Schedule B (the

"Channel Leases").

 (b) As used in this Agreement, the term "Excess Capacity" shall refer

to all of the channel capacity of an ITFS channel (including, without

limitation, all video, audio and subcarrier capacity and all vertical

blanking interval capacity), twenty-four (24) hours per day, seven (7) days

per week, except for the minimum number of hours per ITFS channel per week

that the ITFS channel licensee is required, under Section 74-931(e) of the

FCC's Rules and Regulations, [47 C.F.R. 74.93 1 (e)] (together with any

amendment or successor thereto the "FCC Rules"), to transmit instructional,

cultural or educational programming (hereinafter "Instructional Time").

Consistent with the FCC Rules and FCC policies in effect as of the date

hereof, Instructional Time shall initially consist of no more than twenty

(20) hours per week on each ITFS channel. Not less than ninety (90) days

prior to the initiation of program service by Lessee in each new market

hereunder, Lessor shall notify Lessee in writing of the twenty (20) specific

air time hours for the forthcoming six (6) months that the respective

licensees of each of the ITFS channels intend to utilize in such market.

 (c) After the initial establishment of the schedule of Instructional

Time on each ITFS channel, if an ITFS licensee subsequently wishes to

exclude additional hours from excess capacity relating to such licensee's

ITFS channel for inclusion into Instructional Time for the provision of

"substantial use" ITFS programming, as defined by the FCC in its Second

Report and Order in MM Docket No. 83-523, 58 RR2d 559 (1985), up to a

maximum of forty (40) hours per week per ITFS channel. Lessor shall give

Lessee at least six (6) months' advance written notice of such licensee's

revised schedule for the twenty-one (21) to forty (40) specific air time

hours that such licensee intends to so utilize, provided, however, that

Lessor shall not be obligated to give Lessee any more advance notice than

Lessor shall have actually received from such licensee.

 2. Term. The term of this Agreement shall commence upon the date of

its execution and shall extend for a period of ten (10) years, provided,

however, that, at the option of Lessee, and subject, in all events to due

and timely grant and renewal of all FCC licenses and other authorizations

for each of the channels, this Agreement shall be extended for one (1)

additional consecutive ten (10) year period. In the event that Lessee

determines not to exercise its renewal option hereunder, Lessee shall give

Lessor written notice of such determination at lest six (6) months prior to

the expiration of the then-current term of this Agreement.

 3 . ITFS Programming. The parties hereto recognize that It is the

obligation of each licensee of the ITFS channels to transmit qualified

instructional and/or educational programming to meet applicable FCC

requirements. To the extent that Lessee's subscription television service

includes programming services (e.g., Cable News Network, C-Span, Discovery

Channel) which, in the option on any of such licensee or Local Program

Committee, would qualify as "substantial use" ITFS programming for such

licensees, and to the extent that such licensees, in concert with the Local

Program Committee, desire to transmit such programming services to meet such

licensees' FCC obligations, Lessee agrees to make such programming services

available to such licensees, subject to availability of such programming and

subject to receipt of all required consents from programming suppliers, and

at no cost to either Lessor or to any of the licensees in question. Lessee

agrees to integrate the educational programming of such licensees into the

subscription television service to be offered by Lessee to its subscribers

at no cost to Lessor. This integration shall consist of listing such

educational programming in any program guides produced by Lessee for its

subscription television service subscribers.

 4. Transmission Facilities. Upon execution of this Agreement, Lessor

and Lessee shall select a location at which to co-locate the transmitter

sites for each of the channels. The parties hereto agree that such co-

location of the transmitter sites of each of the ITFS channels is of the

essence of this Agreement. Lessor shall utilize its best efforts to secure

all necessary consents from each of the licensees of the channels and/or

FCC-License applicants for each of the channels, with respect to such co-

location of transmitter sites, and Lessor shall utilize its best efforts to

ensure that each of such licensees and/or FCC-license applicants files with

the FCC, as soon as practicable, and diligently prosecutes all necessary

applications to secure all necessary FCC consents and authorizations to

effectuate co-location of such transmitter designated by Lessee and Lessor.

Upon grant by the FCC of all necessary consents and authorizations for co-

location of such transmitter sites for the ITFS channels to be leased

hereunder, Lessee or its designee shall, within a reasonable period of time,

but in no event later than thirty (30) days following the date upon which

all such FCC consents and authorization shall have been granted, commence

construction of such transmission facilities in accordance with such FCC

consents and authorizations at the transmission site designated by Lessor

and Lessee. Lessee or its designee shall purchase and install such

transmitters, transmission lines, antennas and receivers as may be required

by Lessee in connection with its subscription television business and the

fulfillment of any of the requirements for receive site installations

contained in the Air Time Lease Agreements identified in Schedule B, as soon

as practicable, in accordance with the provisions of such FCC consents and

authorizations. Any equipment used in connection with said construction

shall be leased by Lessee to Lessor pursuant to Section 8 below. (Said

equipment is hereinafter referred to as the "Leased Equipment.") Lessee

shall be responsible for supervision of the Leased Equipment.

 5. Rent. (a) Commencing on a date which is the first day of the first

full month following six (6) months of operations, and continuing each month

thereafter, Lessee shall pay to Lessor a monthly connection fee (the

"Connection Fee") which shall be the product of the number of wireless cable

subscribers receiving Lessee's wireless cable operation over the MMDS

station in the market area during the previous calendar month and a per-

subscriber fee of five cents ($0.05) per month per channel. For the

purposes of computing the Connection Fee due for any month, the term

"Subscribers" shall be deemed to mean the number of paid subscribers who

have received Lessee's wireless cable programming over Lessor's station

during the prior month. For purposes of the definition of "subscriber," (1)

each single family residential dwelling and each single business office or

place shall be considered one subscriber, and (2) in those situations where

programming is sold in bulk for viewing at isolated locations in the same

facility (e.g., where a number of viewing units are grouped for billing

purposes, such as may be the case with condominiums and hotels) and the

Lessee's rates therefor are less than its prevailing monthly rate for the

sale of the Lessee's programming over Lessee's wireless cable system to

individual subscribers in the market area, the number of subscribers from

such bulk billing points shall be determined by dividing the total monthly

revenues derived from the sale of programming over Lessee's wireless cable

system to the bulk billing point by the Lessee's then-prevailing basic

monthly rate for the sale of programming to individual subscribers receiving

wireless cable programming over Lessor's channels in the market area. The

determination of the number of subscribers in any given month may be subject

to redetermination by the Lessee, with notice to the Lessor, to take into

account those subscribers who have not paid for at least one (1) full

month's subscription fee and those who the Lessee may have disconnected or

terminated for lack of payment. In such event, the Connection Fees for the

applicable month shall be recalculated at any time within three (3) months

of the end of the month in question, and deficiencies in the Connection Fee

for such month shall be paid promptly by the Lessee to the Lessor, and any

excess in the Connection Fee for such month shall be applied to offset

against any then-current payments due from the Lessee to the Lessor.

 (b) If the foregoing calculation fails to generate Rental Fees equal

to or in excess of the minimum rental fees set forth below, then the Lessor

shall be entitled to receive Rental Fees in accordance with the following

table:

 Period Following the

 Date of First Sale of Total Minimum

 Subscription Television Service Monthly Rental Fee

 in Each Market in Each Market

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 Months 1 through 6 No payment

 Months 7 through 12 $ 500 per month

 Months 13 through 18 $1,500 per month

 Months 19 through 24 $3,000 per month

 Months 25 through 36 $4,500 per month

 Months 37 and beyond $5,000 per month

The foregoing payments shall be due and payable on or before the first day

of the first month following the end of the respective periods set forth

above. In the event a payment is received later than three (3) days

following the due date, there shall be a seventy-five dollar ($75.00) late

fee and interest shall accrue at a rate of fifteen percent (15 %) APR.

 (c) The monthly rental fee provided for in either Paragraph 5(a) or

Paragraph 5(b) shall be increased by the percentage increase in the Consumer

Price Index, All Urban Wage Earners and Clerical Workers, U.S. City Average,

published by the U.S. Department of Labor (or, if such index is no longer

completed, then such similar index then in service), such adjustment to

occur on the first day of the first month, and biannually thenceforth,

following the completion of thirty-six (36) months of service to

subscribers.

 (d) Lessee shall, within fifteen (15) days after the end of each

month after the start date, provide Lessor with a Certificate signed by an

officer of Lessee showing the number of subscribers for the preceding month,

computed in accordance with Section 5(a). The Connection Fee or

Transmission Fee payable by Lessee to Lessor, as determined in accordance

with Sections 5(a) and/or 5(b) hereof, shall be computed on the Certificate,

and Lessee shall forward said Connection Fee or Transmission Fee to Lessor

at the time of tendering the Certificate. Lessee shall include on the

Certificate any other information reasonably requested by Lessor so that

Lessor may accurately determine that the Connection Fee tendered by Lessee

has been calculated correctly pursuant to Section 5 hereof. Any other

charges to be paid by Lessee hereunder shall be invoiced to Lessee on a

monthly basis by Lessor. Said invoices shall contain an itemization of the

charges contained therein, and shall be paid by Lessee within twenty (20)

days after the date of receipt thereof.

 6. Right to Audit. Upon ten (10) business days' advance notice of one

to the other, Lessee and Lessor shall have the right to inspect or audit (at

the sole expense of the requesting party) (a) in the case of the Lessor, all

subscriber records and accounts of Lessee with respect to provision by

Lessee of subscription television service in the market via the channels,

and (b) in the case of the Lessee, all expenses and liabilities of the

Lessor, in each case to the extent necessary to assure compliance with the

terms of this Agreement. (For purposes of this Agreement, a "Business Day"

shall mean any day other than a Saturday, Sunday or nationally recognized

holiday.) Said inspection or audit may be conducted by the party or its

designees. The parties agree that they and their designees shall maintain

the confidentiality of all information so obtained and that such information

shall not be used by the inspecting party, its designees or any of their

respective officers, directors, employees, agents, representatives or

affiliates for any purpose other than verification of the amounts properly

due and payable hereunder or compliance with the terms of this Agreement.

 7. Maintenance and Operation. Lessee shall maintain and operate the

transmission equipment utilized in connection with each of the channels and

shall pay all costs associated with such maintenance and operation, without

cost to or reimbursement by Lessor.

 8. Channel Equipment Lease. Lessor shall lease from Lessee all Leased

Equipment to be purchased and installed by Lessee pursuant to Section 4 of

this Agreement. The Leased Equipment shall be leased by the Lessee to the

Lessor in accordance with the following terms:

 (a) Rent. Lessor shall pay to Lessee one dollar ($1.00) per year for

use of the Leased Equipment. The parties hereby acknowledge that Lessor's

lease to Lessee of the channels, at the Rental Fees set forth in this

Agreement, constitutes consideration for Lessee's lease of the Leased

Equipment to Lessor.

 (b) Taxes. Lessee shall be required to pay all taxes and other

charges assessed against the Leased Equipment, without cost to or

reimbursement by Lessor, and Lessee shall be entitled to claim depreciation

and any investment tax credits for income tax purposes which may flow from

ownership of the Leased Equipment. Lessor shall not do any act or thing, or

fail to do any act or thing, which would result in imposition of any lien,

charge, encumbrance, mortgage, security interest or other claim against any

of the Leased Equipment.

 (c) Term. The term of the lease for the Leased Equipment shall

commence on the date of installation of the Leased Equipment and shall end

upon the date of termination of this Agreement.

 (d) Equipment Leases. Lessor acknowledges that Lessee may obtain the

Leased Equipment by lease rather than purchase. Lessor agrees that its

rights with respect to any such Leased Equipment shall be subject to the

rights of the equipment lessor.

 9. Programming. Lessee acknowledges that only programming of a sort

which would not have a material adverse effect on its reputation or Lessor's

reputation in the market will be transmitted by Lessee on the channels.

Lessee will use its best efforts to provide programming supplied by one or

more nationally recognized programming networks, including, but not limited

to, HBO, Showtime, The Movie Channel, Cable News Network and ESPN. The

parties hereto acknowledge the difficulties inherent in specifying exact

standards in this Section 9, and agree to use their respective best efforts

to cooperate in defining mutually acceptable programming standards for the

Lessee's subscription television business. Lessor shall have the absolute

right to deny Lessee the right to transmit on any of the channels any

program that is "obscene" as such term is defined in the context of 18

U.S.C. 1464 or that would violate FCC Rules.

 10. Lessor's Representations and Warranties. Lessor represents,

warrants, covenants and agrees to each of the following at the date hereof

and at all times during the terms of this Agreement:

 (a) Due Incorporation. Lessor is a corporation duly organized,

validly existing and in good standing under the laws of the state of

organization.

 (b) Authorization of Agreement: No Breach. The execution, delivery

and performance of this Agreement has been duly and validly authorized and

approved by Lessor's Board of Directors.

 (c) Licenses and Authorizations. As of the date hereof, except for

the FCC-license applications pending before the FCC and identified on

Schedule A attached hereto, the FCC has granted all necessary construction

permits for construction of all transmission facilities contemplated under

this Agreement, which facilities are listed on such Schedule A. As of the

date hereof, and consistent with the information set forth in Schedule A,

each of the FCC construction permits described therein is in full force and

effect, and such construction permits constitute all licenses, permits and

authorizations from the FCC and other regulatory bodies that are required

for operation of the channels and said transmission facilities, except for

licenses or other equivalent FCC authority to operate such facilities after

construction thereof has been completed. To the best of Lessor's knowledge,

after diligent inquiry, no violation of the Communications Act of 1934, as

amended, nor any violation of any other federal, state or local law or

regulation, in respect of the operation or prospective operation of the

transmission facilities described in Schedule A exists, the effect of which,

individually or in the aggregate, would materially adversely affect the

business, prospects, profits, property or condition (financial or otherwise)

of either (i) the channels or such transmission facilities, or (ii) the

subscription television business of Lessee contemplated hereunder.

Consistent with Schedule A, Lessor shall utilize its best efforts to assure

that none of the construction permits issued by the FCC and described

therein will expire or lapse, and Lessor shall utilize its best efforts to

assure that, to the extent necessary, the permittees of the transmission

facilities in Schedule A duly and timely file with the FCC all required

applications for extension of the referenced construction permits and all

necessary or desirable applications for modification of such construction

permits to implement the purposes contemplated hereunder (including, without

limitation, the co-location of transmitter sites described in Section 4

hereof) and all necessary applications for FCC licenses and other

authorizations for operation of such transmission facilities, Lessor shall

utilize its best efforts to assure that any and all such FCC applications

shall be diligently and properly prosecuted in good faith toward grant.

Lessor shall utilize its best efforts to assure that renewals of all FCC

authorizations for such transmission facilities shall be timely filed with

the FCC and diligently prosecuted.

 (d) Leases. Lessor has entered into leases providing for lease of

excess channel capacity on, or has obtained licenses to use, the channels,

copies of which leases and licenses are set forth in Schedule B attached

hereto. Said leases and licenses constitute valid and binding obligations

of Lessor and of each of the other respective parties thereto and are in

full force and effect as of the date hereof and will, throughout the term of

this Agreement, constitute the valid and binding obligations of Lessor and

of all such other parties thereto and will continue to be in full force and

effect. As of the date hereof, to the best of Lessor's knowledge, after due

inquiry, neither Lessor nor any other party to any of the aforementioned

leases or licenses is in material default under, or breach or violation of,

any such lease or license, and Lessor has not received nor given notice of

any such default, breach or violation under any such lease or license from

or to any of the other parties thereto and will not have received any such

notice during the term of this Agreement. Lessor has obtained valid and

binding consents, authorizations and approvals from any and all necessary

persons and other entities, with respect to the leasing by Lessor to Lessee

of the channel capacity provided for herein, so as to ensure that Lessee

will enjoy all of the rights and privileges of Lessor under each of the

leases and/or licenses described herein.

 (e) No Litigation. Except as disclosed in Schedule C attached

hereto, as of the date hereof, there is no suit (at law or in equity),

action or legal, administrative, arbitration or other proceeding or

governmental investigation pending or as to which Lessor has received notice

which would, individually or in the aggregate, materially adversely affect

Lessee's rights under this Agreement or the channel leases or the operation

of the channels and transmission facilities relating thereto and/or the

Lessee's proposed subscription television business in the market.

 (f) FCC Compliance, Except as disclosed in Schedule D attached

hereto, the channels shall, during the term of this Agreement, be operated

in accordance with their respective FCC construction permits, licenses and

other authorizations, the Communications Act of 1934, as amended, and the

FCC Rules and FCC policies in effect from time to time.

 11. Lessee's Representations and Warranties. Lessee represents,

warrants and agrees as follows:

 (a) Due Incorporation and Standing. Lessee is a corporation duly

organized and validly existing under the laws of the State of Vermont.

 (b) Authorization of Agreement. Lessee has full power, right and

authority to execute, deliver and enter into and perform this Agreement, and

the execution, delivery and consummation of this Agreement have been fully

and effectively authorized by Lessee's Board of Directors.

 (c) No Litigation. There is no litigation, action at law, suit in

equity, proceeding, arbitration or governmental investigation pending or, to

the best of Lessee's knowledge, threatened that could materially adversely

affect the Lessee or its assets or the transactions contemplated hereby.

 (d) No Breach. The execution and delivery of this Agreement by Lessee

and the performance of its obligations and the transactions contemplated

hereby will not result in the breach or, or constitute a default under, or

violate the Certificate of Incorporation or Bylaws of Lessee or any other

agreement, lease or contract to which Lessee is bound or any order, writ or

decree of any court, agency or governmental body.

 12. Negative Covenants of Lessor. During the term of this Agreement,

Lessor will not:

 (a) Enter into, or negotiate or attempt to enter into, any agreement

or other arrangement with any other party or parties that would be

inconsistent with or materially aversely affect Lessee's rights hereunder.

 (b) Procure, or attempt to procure, for Lessor's own use or for the

use of any person or entity other than Lessee or lease, or attempt to lease,

to any person or entity other than Lessee any other or additional six-MHz

channels in the market.

 13. Further Covenant of Lessee. During the term of this Agreement,

if Lessee desires to use in connection with the operation of its

contemplated subscription television business in the markets any channels of

a bandwidth of six-MHz in excess of the number of channels, and Lessee

notifies Lessor in writing of such desire, for a period of three hundred

sixty (360) days following the date of such notice, Lessor shall be

authorized to act as Lessee's exclusive agent in leasing such additional

channels but subject, in all events, to the direction, supervision and

control of Lessee in relation to any and all negotiations concerning such

additional channels. During such period, Lessee shall not lease, or attempt

to lease, or negotiate to lease any such additional channels directly with

any party in contravention of Lessor's aforementioned exclusive agency. In

fulfilling its obligations as agent, Lessor shall utilize its best efforts

to procure as soon as practicable a lease of additional channels as directed

by Lessee and to represent and to protect Lessee's interests in connection

with such negotiations.

 14. Rights of Indemnification; Cure. (a) The parties hereby

acknowledge and agree that Lessee does not assume and shall not be obligated

to pay any liabilities of Lessor, under any of the leases or licenses

annexed to Schedule B attached hereto or under any other contracts, leases

or agreements. Lessor hereby agrees to indemnify Lessee and hold Lessee and

its successors and assigns and their respective officers, directors,

shareholders, partners, employees, agents and other representatives

(collectively "Lessee Indemnified Parties" and each individually as "Lessee

Indemnified Party") harmless from and against any and all claims,

liabilities and obligations of every kind and description, contingent or

otherwise, arising from or related to any actions or inactions of Lessor or

any of its affiliates or arising from or related to the channel leases and

from any and all other contracts, agreements, understandings and leases to

which Lessor may be a party.

 (b) Lessee hereby agrees to indemnify and hold Lessor and its

successors and assigns and their respective officers, directors,

shareholders, partners, employees, agents and other representatives

(collectively, "Lessor Indemnified Parties" and each individually as "Lessor

Indemnified Party") harmless from and against:

 (i) Any and all claims, liabilities and obligations of every

 kind and description, contingent or otherwise arising after the date

 hereof, from or related to construction of the transmission facilities

 relating to the channels as provided for herein, or arising from or

 related to operation by Lessee of its contemplated subscription

 television service in the market;

 (ii) Any and all damage, loss, liability or deficiency

 resulting from any (1) misrepresentation or breach of warranty by, or

 non-performance of any duty or obligation of, the Lessee under this

 Agreement, or (2) from any misrepresentation in or omission from any

 certificate or other instrument executed and delivered to any Lessor

 Indemnified Party pursuant to this Agreement or in connection with any

 of the transactions contemplated hereunder, and

 (iii) Any and all actions, suits, proceedings, damages,

 assessments, judgments, costs and expenses, including reasonable

 attorneys' fees, incurred by any Lessor Indemnified Party as a result

 of Lessee's failure or refusal to defend or compromise any claim

 incident to, or failure to comply with, this Paragraph 14(b).

 (c) If any claim or liability shall be asserted against any Lessor

Indemnified Party which would give rise to a claim by any Lessor Indemnified

Party against Lessee for indemnification under the provisions of Paragraph

14(b) above, such Lessor Indemnified Party shall promptly notify Lessee of

the same and give all reasonable cooperation in the defense thereof, and

Lessee shall be entitled, at its own expense, to compromise or defend any

such claim.

 (d) Lessor shall promptly give Lessee notice of any default or

threatened termination under any of the leases or licenses, and Lessor shall

provide Lessee with information reasonably requested by Lessee with respect

to any purported default or other event that may trigger early termination

under any such lease or license. Regardless of whether or not notice is

given, Lessee shall have the right, but not the obligation, to cure any such

default upon fifteen (15) days prior notice to Lessor (or such lesser period

as may be required to avoid termination).

 15. Termination

 A. By Lessee - At Lessee's option, this Agreement may be terminated

by Lessee upon thirty (30) days' written notice to Lessor:

 (a) If the FCC or any other governmental entity determines that

 Lessor is not authorized to lease any or all of the channels from the

 respective licensees of such channels, and/or that Lessee is not

 authorized to lease any or all such channels from Lessor and to

 utilize such channels in the manner contemplated hereunder,

 (b) If any of the channel leases is not renewed or extended, or

 in the event that any of the FCC construction permits or other

 authorizations for any of the transmission facilities relating to the

 channels is not renewed in the ordinary course, or expires, lapses or

 is revoked;

 (c) In the event of any material breach by Lessor of any of its

 warranties, representations or covenants hereunder.

 (d) In the event of default, the non-defaulting party shall

 have the right to acquire the assets of the defaulting party at fair

 market value, minus any fees or revenues owed by the defaulting party

 to the non-defaulting party. An event of default is defined to

 include failure to perform the obligations set forth in Paragraphs 4,

 10, 12 and 14.

 B. By Lessor - This Agreement may be terminated by Lessor upon thirty

(30) days' written notice to Lessee:

 (a) If Lessee is in violation of any FCC rule or regulation and

 Lessee shall fail to cure such violation within thirty (30) days of

 last due date;

 (b) Failure of Lessee to pay any monies due hereunder within

 thirty (30) days of last due date;

 (c) In the event of any material breach by Lessee of any of its

 warranties, representations or covenants hereunder,

 (d) In the event of default, the non-defaulting party shall

 have the right to acquire the assets of the defaulting party relative

 to this Agreement, at fair market value, minus any fees or revenues

 owed by the defaulting party to the non-defaulting parry. Events of

 default are defined to include, but not be limited to, failure to

 perform any obligations under Paragraphs 4, 5, 6, 7, 8a, 9, 11 and 13.

 Unless otherwise specified, if termination of this Agreement occurs

under any of the circumstances set forth in this Paragraph 15, each party

hereto shall be entitled to retain all equipment and materials purchased by

or owned by such party. Upon termination of this Agreement under any of the

circumstances set forth in this Paragraph 15, there shall be a final

accounting of monies due under this Agreement and, when completed, there

shall be no further liability of one party to the other.

 Should either party find it necessary to pursue legal remedies to

enforce the rights hereunder, they shall be entitled to recover all fees and

expenses incurred including, but not limited to, expert and attorney fees

from the other party as additional damages.

 16. Rights of First Refusal. Lessee agrees to grant to Lessor a right

of first refusal to acquire rights to and to develop and operate a

subscription television business in this market should Lessee terminate its

business or make any form of transfer of substantially all of its assets.

This right of first refusal shall be equally applicable to any subsidiary

created by Lessee for the purpose of performing Lessee's obligations

hereunder.

 17. Communications with Regulators: Cooperation. Each party shall

promptly inform the other of its communications with the FCC and other

applicable federal and state regulators with respect to the channel leases.

Lessor shall provide copies of all such communications upon Lessee's

request. Lessor and Lessee shall cooperate in approaching the FCC and other

regulators in order to maximize the terms of the leases and licenses and

otherwise to maximize the benefits available to both parties under this

Agreement.

 18. Specific Performance. The parties hereto acknowledge and agree

that a breach by either party of any of the provisions hereof will cause the

other party irreparable injury and damage for which there is no adequate

remedy at law. Accordingly, the terms of this Agreement shall be

specifically enforced. Neither this provision nor any exercise by any party

of rights to equitable relief of specific performance herein granted shall

constitute a waiver of any other rights which it may have to damages or

otherwise.

 19. Miscellaneous.

 (a) Schedules and Exhibits. All schedules and exhibits attached

 to this Agreement shall be deemed to be part of this Agreement and

 incorporated herein, where applicable, as if fully set forth herein.

 (b) Construction. This Agreement shall be construed and

 enforced in accordance with the laws of the State of Vermont.

 (c) Counterparts. This Agreement may be executed in any number

 of counterparts, each of which shall be deemed an original, but all of

 which shall constitute one and the same instrument.

 (d) Notices. Any notice or other communications shall be in

 writing and shall be considered to have been duly given when

 personally delivered or deposited as certified U.S. mail, postage

 prepaid, return receipt requested, and addressed as follows:

 If to Lessor:

 Mr. George W. Bott

 Ascutney Associates, Inc.

 P.O. Box 186

 Rexford, New York 12148

 with a copy to:

 Fleischman & Walsh, P.C.

 1400 Sixteenth Street, N.W.

 Washington, D.C. 20036

 Attention: Charles Walsh, Esq.

 If to Lessee:

 Mr. Scott Wendell

 New England Wireless

 56 Green Street

 Bellows Falls, Vermont 05101

 with a copy to:

 Mr. William M. Barnard, Esq.

 McFadden, Evans & Sill

 1726 Eye Street, N.W.

 Suite 810

 Washington, D.C. 20006

 Any party hereto may, by giving written notice to the other parties

 hereto, change the address to which notices are to be sent.

 (e) Amendment. This Agreement shall not be amended or modified

 in any manner except by a writing executed by all parties hereto.

 (f) Severability. Notwithstanding anything contained herein to

 the contrary, in the event that any part of this Agreement shall be

 declared invalid by a court of competent jurisdiction, such

 declaration shall not affect the remainder of said Agreement or any

 part thereof.

 (g) Fees and Expenses. Whether or not the transactions

 contemplated by this Agreement are consummated, each of the parties

 hereto shall pay the fees and expenses of their respective counsel,

 accountants and other experts and all other expenses incurred by them

 incident to the negotiation, preparation and execution of this

 Agreement and the performance by them of their obligations hereunder.

 (h) Force Majeure. In the event that Lessee's performance of

 any of the terms, conditions, obligations or requirements set forth in

 this Agreement is prevented, hindered, impaired or delayed due to any

 cause beyond Lessee's reasonable control or not reasonably

 foreseeable, such delay in performance and/or non-performance shall be

 deemed to be excused, and no penalties or sanctions shall be imposed

 as a result thereof, provided that Lessee has notified Lessor within

 sixty (60) days of its discovery of the occurrence of such an event.

 Such causes beyond Lessee's reasonable control, or not reasonably

 foreseeable, shall include, but shall not be limited to, acts of God,

 war, acts of war, civil emergencies and labor unrest or strikes.

 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to

be executed by their duly authorized representatives as of the day and year

first above written.

ATTEST: LESSOR: Ascutney Associates, Inc.

/S/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: /S/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 George W. Bott

 President

ATTEST: LESSEE: New England Wireless

/S/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: /S/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Scott Wendell

 President

5/17/93