

BEFORE THE
DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS
OF THE STATE OF HAWAII

In the Matter of the Application of)	
)	
PARADISE CABLE PARTNERS)	DOCKET NO. 90-06
)	
For Approval of Refinancing of Its Cable)	
System)	
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DECISION AND ORDER NO. 144

The Director reviewed the refinancing transaction submitted by InterMedia Partners for Paradise Cable Partners, in accordance with Decision and Order No. 139, Terms and Conditions paragraphs 3.3 and 3.4, which require the approval of the Director before Paradise Cable Partners acquires refinancing of its cable system.

Based on the information presented by InterMedia Partners for Paradise Cable Partners and the evaluation of this information, the Director believes that it is in the public interest to approve this refinancing transaction. The Terms and Conditions 3.1, 3.2, 3.5, and 3.7 of Decision and Order No. 139 are superseded with this Decision and Order. Except as amended, the provisions of Decision and Order No. 139 and the Terms and Conditions that were incorporated therein are hereby ratified and approved and shall remain in full force and effect.

NOW, THEREFORE, it is hereby ordered that this refinancing of Paradise Cable Partners' cable system is **APPROVED**, subject to the attached terms and conditions which are incorporated by reference herein.

DATED: Honolulu, Hawaii, December 17, 1990.



ROBERT A. ALM
Director of Commerce and Consumer
Affairs

TERMS AND CONDITIONS OF ORDER NO. 144

1. Any subsequent material amendment or modification to the Paradise Loan Agreement shall require the written consent of the Director.

2. Upon acquiring knowledge of the existence of a violation of any condition of the Paradise Loan Agreement, InterMedia Partners shall promptly inform the Director in writing of the following:

- a) The nature of the violation,
- b) The period in which the violation has been in existence, and
- c) The actions that InterMedia Partners proposes to take with respect to the violation.

3. Upon acquiring knowledge of the existence of a violation of any condition of the Paradise Loan Agreement, Paradise Cable Partners shall promptly inform the Director in writing of the following:

- a) The nature of the violation,
- b) The period in which the violation has been in existence, and
- c) The actions that Paradise Cable Partners proposes to take with respect to the violation.

4. As soon as available, but in no event more than one hundred twenty (120) days after the close of InterMedia Partners' fiscal year, InterMedia Partners through Paradise Cable Partners shall submit to the Director a statement from its General Partner stating:

- a) Whether any event has occurred which constitutes a violation of any condition of the Paradise Loan Agreement and, if so, stating the facts with respect thereto; and

- b) Its compliance with Term and Condition 3.3 of Decision and Order No. 139 relating to Paradise Cable Partners.

5. As soon as available, but in no event more than one hundred twenty (120) days after the close of Paradise Cable Partners' fiscal year, Paradise Cable Partners shall submit to the Director a statement from its General Partner stating:

- a) Whether any event has occurred which constitutes a violation of any condition of the Paradise Loan Agreement and, if so, stating the facts with respect thereto; and
- b) Its compliance with Term and Condition 3.3 of Decision and Order No. 139 relating to Paradise Cable Partners.

6. InterMedia Partners through Paradise Cable Partners shall within thirty (30) days of receipt submit to the Director a copy of any letter or opinion of the accountants delivered to the Agent pursuant to Section 8.01(a)(iii) of the Paradise Loan Agreement.

7. Paradise Cable Partners shall within thirty (30) days of receipt submit to the Director a copy of any letter or opinion of the accountants delivered to InterMedia Partners pursuant to Section 5.7(iii) of the Paradise Loan Agreement.

8. Except as provided below, any transfer or payment of a sum in excess of \$50,000 and not related to the cost of operating the Kauai Cable System (including debt service) shall require the prior approval of the Director. Prior approval shall not be required for the following:

- a) Payments pursuant to the Paradise Loan Agreement;
- b) Payments to the partners of Paradise in connection with advances, equity contributions or subordinated borrowings as permitted in Term and Condition 3.4 of Decision and Order No. 139, provided that the Paradise Loan Agreement has been fully satisfied.

9. As used in this Order, "Paradise Loan Agreement" means the Revolving Credit and Term Loan Agreement, dated as of June 1, 1990, among InterMedia Partners (the

"Borrower"), each of the Banks identified on the signature pages thereto (the "Banks") and The Bank of New York, as Agent for the Banks (the "Agent"), as amended by the Consent and First Amendment, dated as of July 16, 1990, the Second Amendment, dated as of August 31, 1990, the Third Amendment, and other documents related to this transaction.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing DECISION AND ORDER NO. 144 in Docket No. 90-06 was served upon the following parties at the addresses shown below by mailing the same, postage prepaid, on this 17th day of December, 1990:

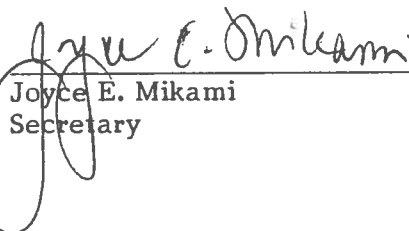
Mr. Leo J. Hindery, Jr.
InterMedia Partners
235 Montgomery Street, Suite 420
San Francisco, CA 94104

Mr. David G. Rozzelle
InterMedia Partners
235 Montgomery Street, Suite 420
San Francisco, CA 94104

James W. Licke, Esq.
4357 Rice Street, Suite 101
Lihue, HI 96766

Mr. Richard J. Argus
General Manager
Kauai Cablevision
P O Box 2116
Lihue, HI 96766

James Stone, Esq.
Fujiyama, Duffy & Fujiyama
1001 Bishop Street
Pauahi Tower, Suite 2700
Honolulu, HI 96813



Joyce E. Mikami
Secretary