

AMENDED TERMS AND CONDITIONS OF DECISION AND ORDER NO. 160

Terms and Conditions 3.7 and 3.11 of Decision and Order No. 152 are amended and superceded to read as follows:

3.7 Reporting of Communications - Kauai CableVision

Kauai CableVision 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 8.01(a)(iv) of the Paradise Loan Agreement.

3.11 Paradise Loan Agreement

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 no further amended by Amended and Restated Revolving Credit Agreement, dated as of April 19, 1994, the Borrower and each of the Banks identified on the signature pages thereto and the Bank of New York, as Agent for said Banks, and all other documents related to such transactions.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Decision and Order No. 160 in Docket No. 94-06 was served upon the following parties at the addresses shown below by mailing the same, postage prepaid, on this 2nd day of August, 1994:

Ms. Karen J. Linder
Partner
InterMedia Partners
234 Montgomery Street, Suite 420
San Francisco, CA 94104

Mr. Richard J. Argus
General Manager
Kauai CableVision
Box 2116
3-1866 Kaumualii Highway
Lihue, HI 96766


Patti K. Kodama
Patti K. Kodama
Secretary