

RESOLUTION NO. 16-99**APPROVING THE TRANSFER AND ASSIGNMENT
OF THE CABLE TELEVISION FRANCHISE
TO MEDIACOM LLC**

WHEREAS, on or about OCTOBER, 1997, _____, the City of Buffalo, Iowa ("City") passed and adopted Ordinance No. 352 granting a Cable Television Franchise ("Franchise") currently held by Triax Midwest Associates, L.P. ("Triax"); and

WHEREAS, on April 29, 1999, a certain Asset Purchase Agreement ("Agreement") was made and entered into by and among Triax and Mediacom LLC; and

WHEREAS, Triax and Mediacom have requested consent by the City to transfer the Franchise and the assets comprising the Cable System to Mediacom Iowa LLC ("Mediacom"); and

WHEREAS, in compliance with the terms of the Asset Purchase Agreement, the name of grantee/franchisee under the Franchise will be changed to Mediacom; and

WHEREAS, under the Franchise and applicable law, the proposed Transfer requires consent from the City; and

WHEREAS, the City has reviewed the proposed Transfer and the legal, technical, and financial qualifications of Mediacom and Mediacom LLC; and

WHEREAS, based on information obtained and on the reports and information received by the City, including the report prepared by the City's cable television consultants, Moss & Barnett, a Professional Association, which is hereby incorporated by reference, the City has found no reason to disapprove of the proposed Transfer to Mediacom.

NOW, THEREFORE, the City Council for the City of Buffalo resolves as follows:

1. Triax is the lawful holder of the Franchise.
2. The City hereby consents and approves of the proposed Transfer subject to:
 - a. Closing of the transaction contemplated within the Asset Purchase Agreement pursuant to the terms and conditions described in information provided to the City by Triax and Mediacom LLC.
 - b. Mediacom LLC notifying the City in writing of the completion of the Transfer within thirty (30) days of the date of closing of the Transfer.
 - c. Mediacom, within thirty (30) days of the closing of the Transfer, providing the City with a signed Acceptance of the Franchise in the form attached hereto and incorporated by reference and a Certificate of Good Standing or Existence for Mediacom for the State of Iowa, and Mediacom LLC providing the City with a Corporate Guaranty in the form attached hereto.
 - d. Mediacom LLC and Mediacom agree to be governed by all of the terms and conditions of the Franchise Agreement between the City and Triax, subject to state and federal law.
3. The City hereby waives any right of first refusal which the City may have to purchase the Franchise, or the cable television system serving the City, but only as such right of first refusal applies to the request for approval of the Transfer now before the City.

- 4. In the event the Transfer from Triax to Mediacom contemplated by the foregoing resolutions is not completed, for any reasons, the City's consent shall not be effective.
- 5. Mediacom may, at any time and from time to time, assign, grant, or pledge or otherwise convey one or more liens or security interests in its assets, including its rights, obligations and benefits in and to the Franchise to any lender providing financing to Mediacom.
- 6. To the maximum extent permitted by all applicable local, state and federal laws, this Resolution shall not be construed to in any way relieve Triax nor limit Mediacom from any liability under the Franchise.

This Resolution shall take effect and continue and remain in effect from and after the date of its passage, approval, and adoption.

A motion to approve the foregoing Resolution No. 16-99 was made by Council Member KENT ROE and duly seconded by Council Member MITCH GREER.

The following Council Members voted in the affirmative:

- TODD ADAMS
- MITCH GREER
- KENT ROE
- BILL SHEEDER
- TED TEEL

The following Council Members voted in the negative:

NONE

Approved and passed by the City Council this 07th day of September, 1999, and signed by the Mayor of Buffalo, IA, this 07th day of September, 1999.

Signed: Betty O. Walters c.s.
Betty O. Walters, Mayor, Buffalo, IA

Attest: Carol A. Bernauer
Carol A. Bernauer, City Clerk, Buffalo, IA

**ACCEPTANCE OF A FRANCHISE FOR A
CABLE TELEVISION SYSTEM IN THE
CITY OF BUFFALO, IOWA**

WHEREAS, the City of Buffalo, Iowa ("City") by action of its governing body on SEPTEMBER 07, _____, 1999, adopted a Resolution No. 16-99 ("Resolution") approving the transfer of the cable system and franchise to Mediacom Iowa LLC ("Mediacom"); and

WHEREAS, the City's Cable Television Franchise ("Franchise"), together with the Resolution, require that Mediacom accept the Franchise and the conditions contained in the Resolution in form and substance acceptable to the City.

NOW, THEREFORE, pursuant to the terms and requirements of the Franchise and the Resolution, and in consideration of the City's approval of the transfer of the Franchise, Mediacom accepts the Franchise and all conditions in the Resolution and makes the following representations and warranties to the City:

1. Mediacom is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of _____, and authorized to do business in Iowa and with full power, authority, and legal capacity to execute, deliver, and perform this Acceptance and perform the terms and conditions of the Franchise and the Resolution.

2. All actions necessary to authorize the execution and delivery of this Acceptance and the performance of the Franchise and Resolution have been duly authorized by all necessary and required proceedings.

3. The execution and delivery of the Acceptance and the performance of the Franchise and the Resolution, does not and will not conflict with or result in the breach

or termination of, or constitute a default under, any indenture or instrument with respect to the borrowing of money, or any material contract, lease or agreement, or order, judgment or decree or any law, rule or regulation to which Mediacom is a party or by which it or any of its property is bound or affected.

4. Mediacom has carefully read the terms and conditions of the Franchise and the Resolution, and accepts the rights, duties, and obligations created thereunder, subject to its rights under applicable state and federal law.

5. Neither Mediacom or any of its representatives or agents have committed any illegal acts or engaged in any wrongful conduct contrary to, or in violation of, any federal, state, or local law or regulation in connection with the obtaining of the Franchise.

Dated _____, 1999

MEDIACOM IOWA LLC

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____) ss.
_____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 1999, by _____, the _____ of Mediacom Iowa LLC.

Notary Public

GUARANTY OF PERFORMANCE

Corporate Guaranty

THIS AGREEMENT is made this 07 day of SEPTEMBER, 1999 between Mediacom LLC ("Guarantor"), the City of Buffalo, Iowa ("Franchising Authority"), and Mediacom Iowa LLC ("Company").

WITNESSETH

WHEREAS, the Franchising Authority by action of its governing body on September 07, 1999 adopted Resolution No. 16-99 ("Resolution") approving the transfer of the cable system ("System") and the Franchising Authority's Cable Television Franchise ("Franchise") to Company; and

WHEREAS, Guarantor is the parent of Company; and whereas, Guarantor has a substantial interest in the System and the conduct of the Company in complying with the Franchise and any and all amendments thereof and any agreements related thereto, which Franchise and amendments are hereby specifically referred to, incorporated herein, and made a part hereof; and

WHEREAS, the Resolution requires the Company to furnish a guaranty to ensure the faithful payment and performance of the Company's obligations under the Franchise; and

WHEREAS, the Guarantor desires to provide its unconditional guaranty to fulfill the requirements of the Resolution.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby unconditionally guarantees the due and punctual payment and performance of all of the debts, liabilities and obligations of Company contained in the Franchise ("Indebtedness").

This Agreement, unless terminated, substituted, or canceled, as provided herein, shall remain in full force and effect for the duration of the term of the Franchise, except as expressly provided otherwise in the Franchise.

Upon substitution of another Guarantor reasonably satisfactory to the Franchising Authority or upon transfer of the Franchise to another entity not under common control of Mediacom, this Agreement shall be terminated, substituted, or cancelled upon thirty (30) days prior written notice from Guarantor to the Franchising Authority and the Company.

Such termination shall not affect liability incurred or accrued under this Agreement prior to the effective date of such termination or cancellation.

The Guarantor will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to the Guarantor against the Company or any other person liable for payment of the Indebtedness any collateral security therefor, unless and until all of the Indebtedness shall have been fully paid and discharged.

The Guarantor will pay or reimburse the Franchising Authority for all reasonable costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Franchising Authority in connection with the protection, defense or enforcement of this guaranty in any arbitration, litigation or bankruptcy or insolvency proceedings.

The Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The Franchising Authority shall not be required first to resort for payment of the Indebtedness to the Company or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty. The Guarantor will not assert, plead or enforce against the Franchising Authority any defense of discharge in bankruptcy of the Company, statute of frauds, or unenforceability of the Guaranty which may be available to the Company or any other person liable in respect of any Indebtedness, or any setoff available against the Franchising Authority to the Company or any such other person, whether or not on account of a related transaction.

Any notices given pursuant to this Agreement shall be addressed to the Guarantor and Company at 100 Crystal Run Road, Middletown, New York 10941 and to the Franchising Authority at CITY HALL, 409-3RD ST., PO BOX 577, BUFFALO, IA 52728

IN WITNESS WHEREOF, the Company, Franchising Authority, and Guarantor have executed this Corporate Guaranty as of the day, month and year first above written.

GUARANTOR:

MEDIACOM LLC

By: _____
Its: _____

COMPANY:

MEDIACOM IOWA LLC

By: _____
Its: _____

FRANCHISING AUTHORITY:

CITY OF BUFFALO, IOWA

Betty O. Walters
_____, **Mayor** BETTY O. WALTERS

Carol A. Bernauer
_____, **City Clerk** CAROL A. BERNAUER