

CONSENT AND AGREEMENT

AGREEMENT dated as of 1/2/, 1980, by and between
City of Pelham

(hereinafter called the "Landlord"), and HARTFORD NATIONAL BANK AND TRUST COMPANY, a national banking association having its principal office at 777 Main Street, Hartford, Connecticut 06115 (hereinafter called the "Bank").

WITNESSETH:

19811029000115550 1/14 \$.00
 Shelby Cnty Judge of Probate, AL
 10/29/1981 12:00:00 AM FILED/CERT

The Landlord has leased certain premises (the "Premises") known as _____, County, Alabama, to Cablevision Company, Inc. (the "Tenant") pursuant to a lease dated November 12, 1979 (the "Lease").

Pursuant to a Construction and Term Loan Agreement dated as of December 28, 1979 (the "Agreement") between the Tenant and the Bank, the Tenant is borrowing funds from the Bank, to be advanced from time to time by the Bank to the Tenant to finance, inter alia, the acquisition by the Tenant of towers, machinery, equipment and other property to be used in its community antenna television system and to be located on the Premises. A condition precedent to the advancement of any funds by the Bank to the Tenant pursuant to the Agreement is the execution and delivery of this agreement by the Landlord.

In consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged by the Landlord and the Bank, the Landlord and the Bank agree as follows:

Section 1. Representations and Warranties. The Landlord represents and warrants that:

(a) attached hereto and marked Exhibit A is a complete and accurate copy of the Lease as in effect on the date hereof;

(b) the Lease is in full force and effect and, to the Landlord's knowledge, no breach by the Tenant exists thereunder;

(c) the Landlord is lawfully seized of the Premises, and the Premises are free and clear of all liens and encumbrances (except for the lien of current taxes not delinquent) prior to the encumbrance created by the Lease.

CAPELL, HOWARD, KNABE
 & COBBS, P.A.
 ATTORNEYS AT LAW
 P. O. BOX 2069
 MONTGOMERY, ALABAMA 36197

Section 2. Agreements of Landlord and Bank. The Landlord and the Bank agree that:

(a) Without the prior written consent of the Bank, the Landlord will not accept a voluntary surrender of the Lease by the Tenant so long as the Tenant is indebted to the Bank.

(b) Without the prior written consent of the Bank, the Landlord will not amend, modify or otherwise change any provision of the Lease, or supplement the Lease, so long as the Tenant is indebted to the Bank.

(c) Any provision of the Lease to the contrary notwithstanding, any mortgage placed upon the Premises by the Landlord shall be subject and subordinate in all respects to the Lease (including all extensions and renewals thereof).

(d) The Landlord will with reasonable promptness notify the Bank in writing of any failure by the Tenant to observe or perform any of its covenants or agreements contained in the Lease, and no such failure shall be deemed to exist unless and until such notice is given to the Bank.

(e) The Landlord will accept performance and compliance by the Bank or its nominee designated in writing of and with any covenant or agreement of the Tenant contained in the Lease, and such performance or compliance by the Bank or its nominee shall be the equivalent of such performance or compliance by the Tenant.

(f) The Landlord will, within fifteen (15) days after receiving each written request of the Bank therefor, deliver to the Bank a written statement in recordable form setting forth the date to which rent under the Lease has been paid, and to the effect that the Lease has not been altered, amended or modified and no default notices thereunder have been sent.

(g) In case the Landlord shall cancel or otherwise terminate the Lease, if, (1) within thirty (30) days after the receipt by the Bank of written notice of such termination from the Landlord, the Bank shall pay, or shall arrange to the reasonable satisfaction of the Landlord for the payment of, a sum of money equal to all rent due and payable by the Tenant under the Lease, as of the date of such termination, in addition to all expenses, costs and fees (including reasonable attorneys' fees) incurred by the Landlord in terminating the Lease and in acquiring possession of the Premises, together with a sum of money equal to the amount which, but for such termination, would have become due and payable under the Lease from such termination date up to and including a period of sixty (60) days beyond the date of mailing of such notice, then (2) the Landlord will, upon the written request of the Bank made at any time within the first thirty (30) days of said sixty (60) day period, mutually

execute and deliver within the last thirty (30) days of said sixty (60) day period a new lease of the Premises to the Bank or its nominee for the remainder of the term of the Lease, and with priority equal thereto, at the rent and upon all of the other terms and conditions contained in the Lease.

(h) Regardless of any other right that the Bank may have to maintain the Lease free from default and in the meantime to foreclose the lien of the Mortgage, the Bank or its nominee, as to any such default that may not be cured by the payment of money and which requires entry upon the Premises in order to be able to cure, shall have such period of time as, in good faith, will enable it (a) to institute foreclosure proceedings, appoint a receiver for the purpose, among others, of curing such default and/or acquiring the Tenant's interest in the Lease and the Premises, (b) to effect a removal of the Tenant from and/or acquire possession of the Premises and, (c) proceeding in good faith, to cure such default; provided, however, that all of the following conditions are fulfilled:

(1) The Bank or its nominee shall, within thirty (30) days after receiving written notice of default from the Landlord, as aforesaid, of the Tenant's failure to cure such default, give written notice to the Landlord of its intention to acquire the Tenant's interest in the Lease and the Premises and thereafter to cause the Tenant to be removed from the Premises, and so to cure such default, and at the time of the giving of such notice of intention the Bank shall pay to the Landlord any and all arrears in rent.

(2) The Bank or its nominee shall, after the giving of such notice and payment of arrears as aforesaid, institute proceedings and prosecute the same with due diligence.

(3) The Bank or its nominee shall, after the giving of such notice and payment of arrears as aforesaid, either by itself or by means of a receiver, maintain the Lease free from any further default.

In the event the foregoing conditions shall have been fulfilled and the Tenant's interest in the Lease and the Premises shall have been acquired by the Bank or its nominee, and the Bank or its nominee shall have assumed the Lease as required by the provisions of (i) of this Section 3, then any default under the Lease which the Tenant had failed to cure shall be deemed cured as to the Bank-purchaser or its nominee-purchaser and the right of the Landlord to serve notice of termination of the Lease because of the Tenant's failure to cure any default thereunder, and suspended for the benefit of the Bank as aforesaid, shall be entirely eliminated. If, however, the Bank or its nominee fails to comply with the provisions

of this (h), the Landlord may give twelve (12) days' written notice to the Bank of such failure and, if the Bank or its nominee shall fail, within said twelve (12) day period to remedy the default complained of, or, if such default may not be remedied within said twelve (12) day period, to commence the remedying thereof within said twelve (12) day period and to proceed thereafter in good faith, the Landlord's right to give the Bank thirty (30) days' notice of the termination of the Lease shall be reinstated, and, after the giving of such notice and upon the expiration of said thirty (30) days, the Lease and the term thereof shall terminate and, if the Bank or its nominee is in possession of the Premises either personally or by a receiver, they shall then quit and peacefully surrender the Premises to the Landlord.

(i) Any person having entered into a new lease of the Premises pursuant to the provisions of (g) of this Section 2, may assign the Lease or such new lease or its interest in the Lease or such new lease, as the case may be. Upon making such assignment, the assignor shall be released from any and all of the lessee's liabilities under either the Lease or such new lease, as the case may be, accruing after the date of such assignment, but shall remain liable for any obligation which shall have accrued prior to the effective date of such assignment.

(j) The Landlord does not, and will not, have (and hereby waives and disclaims) any right of distraint, landlord's lien or other interest or lien in any of the Tenant's towers, antennae, cables and associated community antenna television system equipment and other property now or hereafter located on or affixed to the Premises, and Landlord further agrees that all of the Tenant's property now or hereafter located upon the Premises shall be and remain personal property subject to removal from the Premises at any time whether or not said Lease is in default.

(k) The entering into of this agreement by the Bank shall not constitute the assumption by the Bank of any of the Tenant's obligations under the Lease.

(l) Without notice to the Landlord, the Bank, by its employees or agents, shall have the right to enter upon and inspect the Premises.

Section 3. Miscellaneous.

(a) All notices, requests, demands and other communications under or in respect of this agreement shall only be effective upon receipt by the addressee, shall be in writing and shall be mailed by first-class certified mail, postage prepaid, return receipt requested, to the respective parties hereto addressed as follows:

if to the Landlord, to

if to the Bank, to

Hartford National Bank and Trust Company
777 Main Street
Hartford, Connecticut 06115

Attention: Katherine C. Marien,
Assistant Vice President,

or to such other person or address, as to either party hereto, as such party shall designate in a written notice to the other party hereto.

(b) This agreement may only be amended by a writing executed by the Landlord and the Bank.

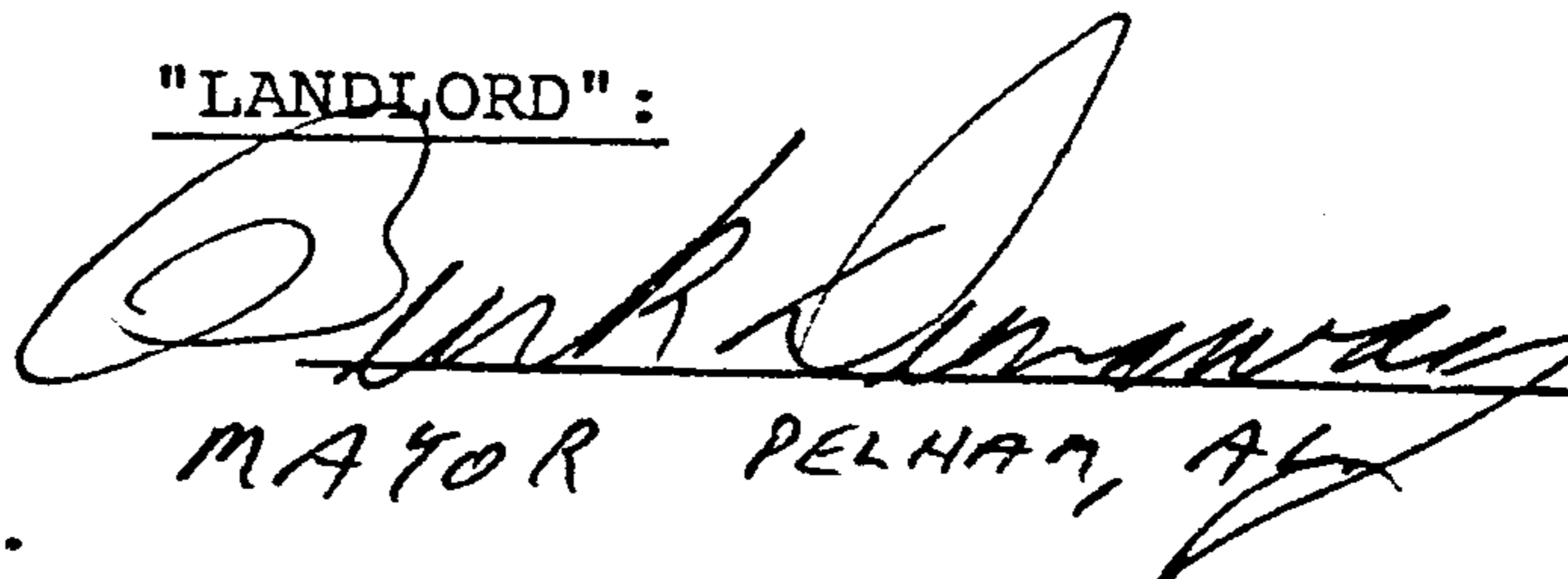
(c) This agreement shall be binding upon and shall inure to the benefit of the Landlord, the Bank and their respective heirs, executors, administrators, representatives, successors and assigns.

IN WITNESS WHEREOF, the Landlord and the Bank have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed; the respective dates set forth in the acknowledgment clauses hereto, but effective as of the date first above written.

"LANDLORD":

Consented to:

CABLEVISION COMPANY, INC.

 (L.S.)
MAYOR PELHAM, ALA.


By


Terry W. Johnson, President

(L.S.)

"BANK":

HARTFORD NATIONAL BANK AND
TRUST COMPANY

By 
Assistant Vice President



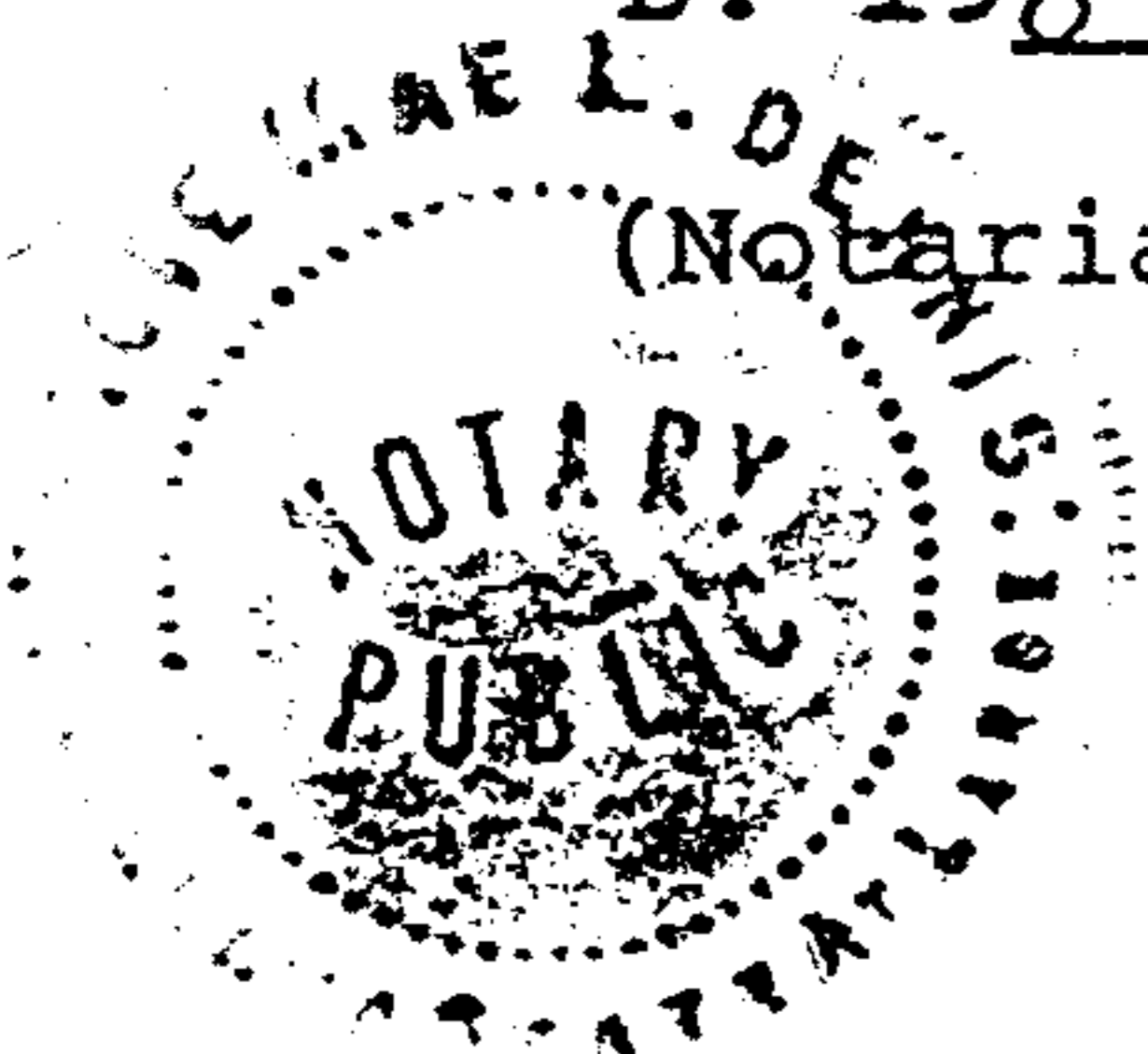
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Shelby Cnty Judge of Probate, AL
10/29/1981 12:00:00 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned _____, a Notary Public _____, hereby certify that Burl Burnaway and _____ whose name(s) is/are signed to the foregoing Consent and Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Consent and Agreement, they executed the same voluntarily on the day the same bears date.

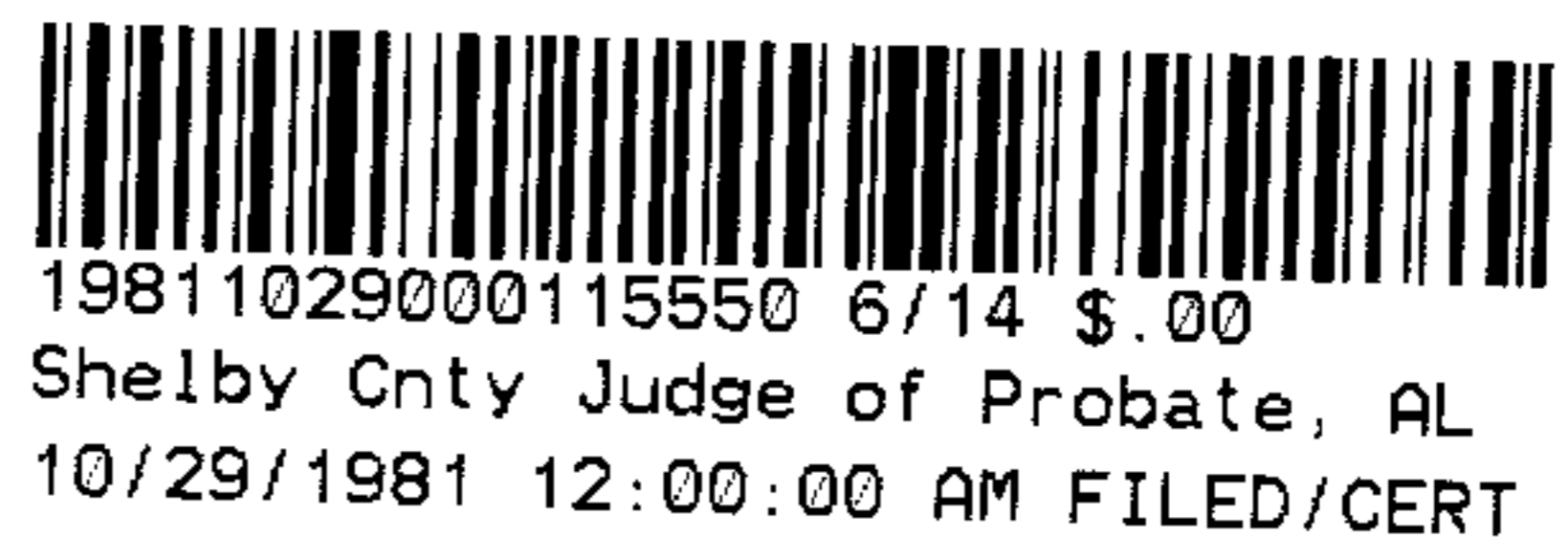
Given under my hand this 2 day of Jan, A. D. 1980

(Notarial Seal)



Kellie Dore Dennis
Notary Public
MY COMMISSION EXPIRES: July 1980

STATE OF _____)
COUNTY OF _____)



BOOK 42 PAGE 623

I, the undersigned, a Notary Public in and for said State and County (State of _____ at Large,) hereby certify that _____ whose name(s) as _____ of _____

_____, a corporation, (is)(are) signed to the foregoing instrument, and who (is)(are) known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (he)(they) as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal, this _____ day of _____, 19____.

(Notarial Seal)

Notary Public
MY COMMISSION EXPIRES: _____

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

I, Alan R. Spier, a Notary Public in and for
said County in said State, hereby certify that Katherine C. Marien
whose name as Asst. Vice President of The Hartford National
Bank and Trust Company, a Connecticut corporation, is signed
to the foregoing Consent and Agreement and who is known to
me, acknowledged before me this day, that, being informed of
the contents of the Consent and Agreement, he/she, as such
officer and with full authority, executed the same voluntarily
for and as the act of said corporation.

Given under my hand this the 4th day of January,
19 80

Alan R. Spier

My commission expires: 3/31/84

19811029000115550 7/14 \$.00
Shelby Cnty Judge of Probate, AL
10/29/1981 12:00:00 AM FILED/CERT

BOOK 42 PAGE 624

(4)

LEASE OF PROPERTY


Whereas, the City of Pelham: sometimes referred to herein as "Lessor" and Cablevision Company, Inc., sometimes referred to herein as "Cablevision" have negotiated the leasing of the hereinafter described property to Cablevision pursuant to said terms and conditions.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Lessor does hereby lease to Cablevision the hereinafter described property under all the terms and conditions contained in this instrument.
2. The term of this lease shall be five (5) years from the date of this agreement.
3. The property to which this lease is granted is a 30 foot square of property adjacent to City Tennis Courts in rear of City Hall, situated per attached drawing.
4. Cablevision shall have the right to use and occupy said property for the term of the lease contemplated herein, and any extension thereof, for the general purposes of Cablevision and, more particularly, to erect a 50 foot tower and earth satellite receiver facilities including a small building to house electronic equipment. Said property shall be fenced.
5. Said Lease shall provide for a rental of \$600.00 per year for said property.
6. Lessor shall permit pole attachments to site for cable attachments on city owned poles.
7. Cablevision assumes all risk to its facilities and shall hold Lessor harmless from any claim or demand on account of personal injury, death or property damage due to Cablevision equipment. Cablevision shall maintain liability insurance in amounts no less than \$100,000 for injury to any one person, \$300,000 for personal injuries in any one accident, and \$25,000 property damage.

BOOK 42 PAGE 625

DONE AND EXECUTED IN TRIPLICATE THIS 12th DAY OF November, 1979.


19811029000115550 8/14 \$.00
Shelby Cnty Judge of Probate, AL
10/29/1981 12:00:00 AM FILED/CERT

CABLEVISION COMPANY, INC.

By: 
Terry W. Johnson
As Its President

Accepted:


Mayor -City of Pelham

SUPPLEMENT NO. 1 TO CONSENT AND AGREEMENT

SUPPLEMENT NO. 1 dated as of October 1, 1981, by and among

City of Pelham

(the "Landlord"), HARTFORD NATIONAL BANK AND TRUST COMPANY, a national banking association having its principal office at 777 Main Street, Hartford, Connecticut 06115 ("HNB"), and HNB, acting not in its individual capacity but solely as agent (HNB, while acting in such capacity, and its successors and assigns so acting, being hereinafter called the "Agent") for New England Merchants National Bank and itself (said banks being hereinafter called, collectively, the "Banks") under a Revolving Credit and Term Loan Agreement dated as of October 1, 1981 (the "Agreement") among the Banks and Cablevision Company, Inc. (the "Tenant"), entered into to supplement and amend the Consent and Agreement dated as of 1/2/80, 1980 (the "Consent and Agreement") between the Landlord and HNB.

W I T N E S S E T H :

Pursuant to the Agreement, the Banks have agreed to make loans to the Tenant from time to time for the purposes, among others, of refinancing the Tenant's existing indebtedness with HNB and financing the construction by the Tenant of additional distribution plant for its community antenna television systems. A condition precedent to the advancement of any funds by the Banks to the Tenant pursuant to the Agreement is the execution and delivery of this Supplement No. 1 by the Landlord.

In consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

Section 1. Defined Terms. Certain capitalized terms used in this Supplement No. 1 without definition or modification are used with the respective meanings given to them in the Consent and Agreement.

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Shelby Cnty Judge of Probate, AL
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BOOK 42 PAGE 626

Section 2. Representations and Warranties. The Landlord represents and warrants that:

(a) the Lease is in full force and effect and, to the Landlord's knowledge, no breach by the Tenant exists thereunder;

(b) the Lease has not been amended or supplemented since its execution and delivery by the Landlord;

(c) the Landlord is lawfully seized of the Premises, and the Premises are free and clear of all liens and encumbrances (except for the lien of current taxes not delinquent) prior to the encumbrance created by the Lease.

Section 3. Agreements of Parties. The parties hereto agree that, as of the "Effective Time", as hereinafter defined:

(a) HNB shall be deemed to have unconditionally assigned to the Agent, without more, all of HNB's rights, title, interests, options, privileges and obligations in, to and under the Consent and Agreement, and the Agent shall thereupon be deemed to have been unconditionally vested with, and to have succeeded to, all of HNB's rights, title, interests, options, privileges and obligations in, to and under the Consent and Agreement;

(b) HNB shall cease to be a party to the Consent and Agreement, and the Agent shall, without more, be and become a party to the Consent and Agreement;

(c) HNB and the Landlord shall, without more, be released from all obligations each owes to the other under the Consent and Agreement;

(d) Sections 2(a) and (b) of the Consent and Agreement shall be deemed amended to read in their entirety as follows:

"(a) Without the prior written consent of the Agent, the Landlord will not accept a voluntary surrender of the Lease by the Tenant so long as the Tenant is indebted to the Banks.

"(b) Without the prior written consent of the Agent, the Landlord will not amend, modify or otherwise change any provision of the Lease, or supplement the Lease, so long as the Tenant is indebted to the Banks.";

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Shelby Cnty Judge of Probate, AL
10/29/1981 12:00:00 AM FILED/CERT

(e) each reference to "Bank" in Sections 2(d), (e), (f), (g), (h), (k) and (l), and in Section 3, of the Consent and Agreement shall be deemed to be a reference to the Agent;

Richard F. Dilerenza
J, President

(f) the address for notices to the Agent delivered pursuant to Section 3(a) of the Consent and Agreement shall be the same as the address of HNB appearing therein, but such notices shall be sent to the attention of Robert J. Wickey, Corporate Banking Officer, until the Agent gives the Landlord written notice to the contrary.

Section 4. Effective Time. As used herein, "Effective Time" means the time at which the first loan is made to the Tenant pursuant to the Agreement.

Section 5. Ratification. The Consent and Agreement, as amended and modified by this Supplement No. 1, is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement No. 1, or, if any of the parties hereto is a corporation, has duly authorized the execution and delivery of this Supplement No. 1 by its proper officer or officers hereunto duly authorized, as of the date first above written.

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Shelby Cnty Judge of Probate, AL
10/29/1981 12:00:00 AM FILED/CERT

LANDLORD:

CITY OF PELHAM

Mark L. Conway (MAYOR)

HARTFORD NATIONAL BANK AND
TRUST COMPANY

By *William L. Fleming*
William L. Fleming
Vice President


HARTFORD NATIONAL BANK AND
TRUST COMPANY,
as Agent

By William L. Fleming
William L. Fleming
Vice President

Consented to:

CABLEVISION COMPANY, INC.

By Henry D. Johnson
President


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Shelby Cnty Judge of Probate, AL
10/29/1981 12:00:00 AM FILED/CERT

BOOK 42 PAGE 629

Acknowledgment of Individual Landlord

STATE OF ALABAMA)
 : SS.:
COUNTY OF)

I, _____, a Notary Public, hereby certify that _____ and _____, whose name(s) is/are signed to the foregoing Supplement No. 1 to Consent and Agreement, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the Supplement No. 1 to Consent and Agreement, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this _____ day of _____, A.D. 1981.

(Notarial Seal)

Notary Public
My Commission Expires:

Acknowledgment of Corporate Landlord

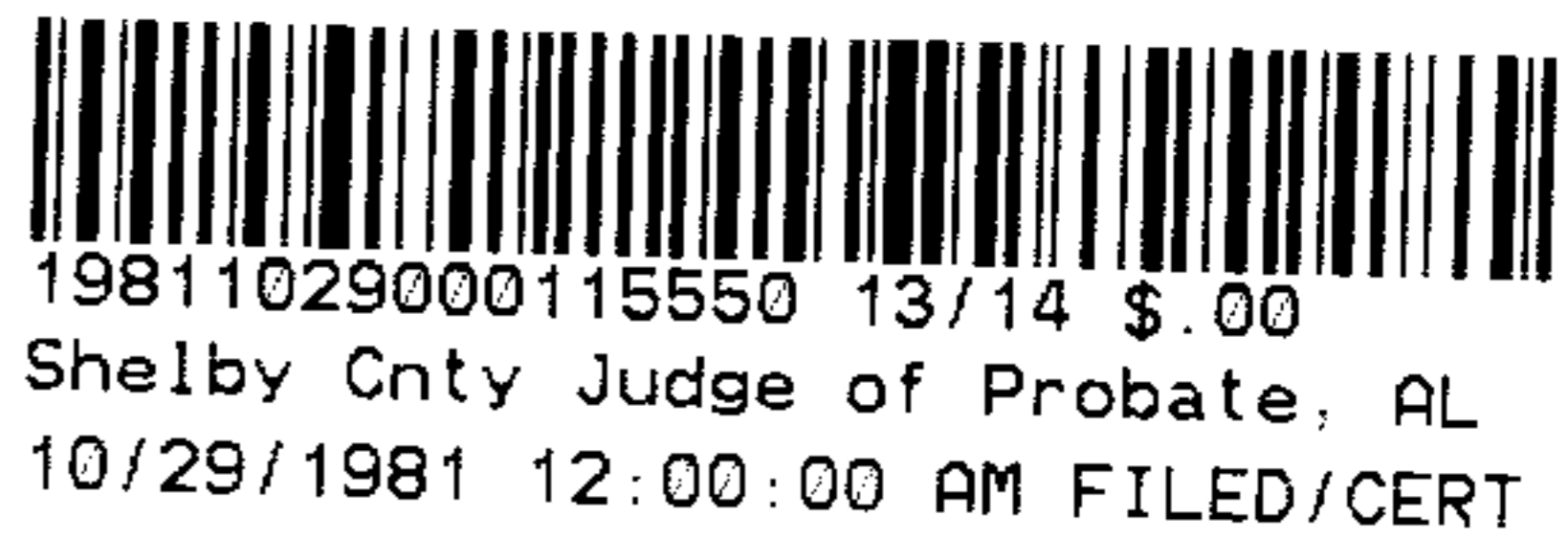
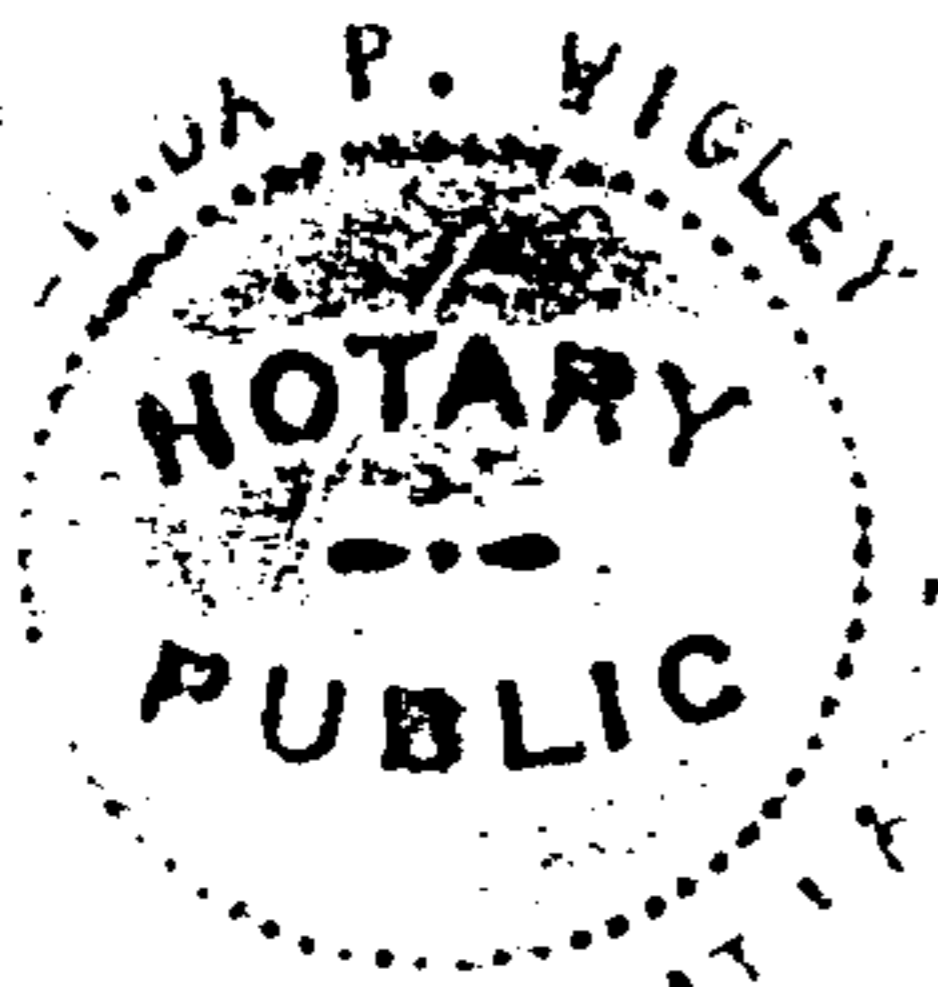
STATE OF ALABAMA)
 : SS.:
COUNTY OF)

I, Linda P. Wigley, a Notary Public in and for said county in said state, hereby certify that _____
Burk Dunaway, Mayor
of the City of Pelham,
a corporation, (is)(are) signed to the foregoing Supplement No. 1 to Consent and Agreement, and who (is)(are) known to me, acknowledged before me on this day that, being informed of the contents of the Supplement No. 1 to Consent and Agreement, (he)(they) as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal, this 21 day of October, A.D. 1981.

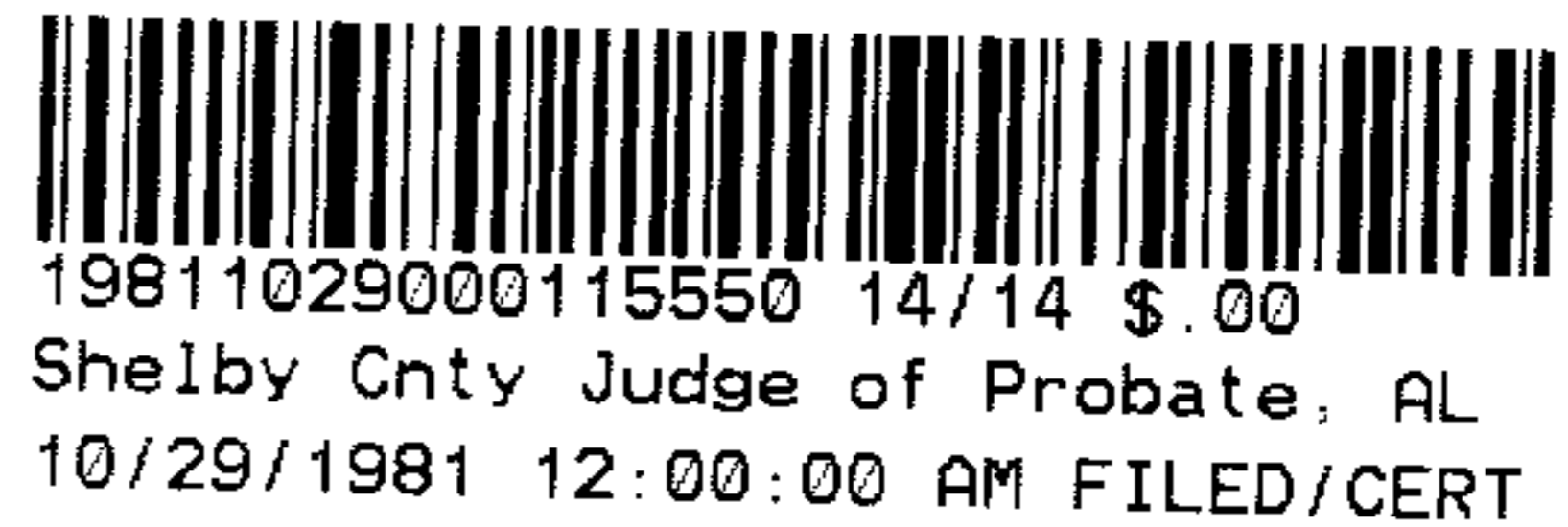
(Notarial Seal)

Linda P. Wigley
Notary Public
My Commission Expires: 7-17-85



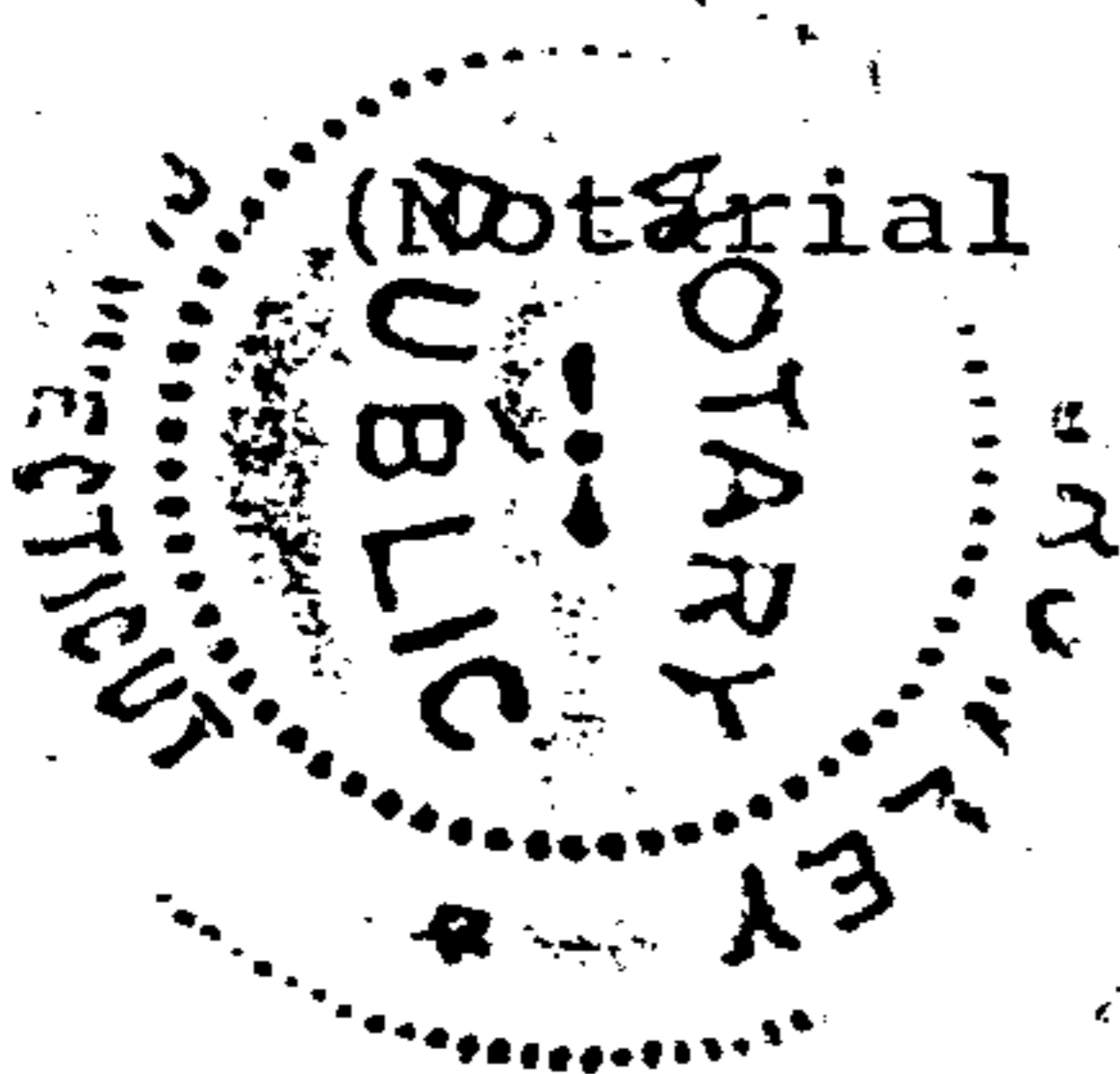
Acknowledgement of HNB

STATE OF CONNECTICUT)
) ss.: Hartford
COUNTY OF HARTFORD)



I, Laura Crowley, a Notary Public in and for said county in said state, hereby certify that William L. Fleming, Vice President of Hartford National Bank and Trust Company, a national banking association, whose name is signed to the foregoing Supplement No. 1 to Consent and Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Supplement No. 1 to Consent and Agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

GIVEN under my hand and seal, this 14th day of October, A.D. (1981.



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

Rec 21.00
Jud 1.00
22.00

1981 OCT 29 AM 9:44

Thomas A. Anderson, Jr.
JUDGE OF PROBATE

Laura Crowley
Notary Public
My Commission Expires: 3/31/86

Acknowledgement of HNB, as Agent

STATE OF CONNECTICUT)
) ss.: Hartford
COUNTY OF HARTFORD)

I, Laura Crowley, a Notary Public in and for said county in said state, hereby certify that William L. Fleming, Vice President of Hartford National Bank and Trust Company (a national banking association acting as agent in the foregoing Supplement No. 1 to Consent and Agreement), whose name is signed to the foregoing Supplement No. 1 to Consent and Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Supplement No. 1 to Consent and Agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association as such agent.

GIVEN under my hand and official seal, this 14th day of October, A.D. 1981.

(Notary Seal)

Laura Crowley
Notary Public
My Commission Expires: 3/31/86