

OVERVIEW

The following is a preventive maintenance program designed to locate and repair network deficiencies before they result in customer service interruptions. Preventive maintenance will be accomplished by conducting systematic routine test procedures throughout the distribution network. Additionally the program is designed to insure that the network meets all technical standards required by the FCC, GTE California Incorporated and the City of Cerritos.

Several system "test" points will be selected. The "test" points will cover all major trunks and sub-trunks so that all legs of the system are monitored and data sheets compiled in order to produce a system performance "history". Also, in compliance with the FCC, a signal leakage monitoring program covering 75% of the total system mileage must be conducted annually and a "cumulative leakage index" (CLI) produced and reported to the FCC.

In addition to the daily routine maintenance, the main trunk amps will be constantly monitored by a "status monitoring system" located at the head-end. The "status monitoring system" will aid in providing a comprehensive overview of the entire trunk system and initiate an alarm if any preset amplifier conditions are exceeded.

CATV PLANT MAINTENANCE SCHEDULE

A. SERVICE DROPS

	<u>DAILY</u>	<u>MONTHLY</u>	<u>BI-ANNUALLY</u>
1. SIGNAL LEVELS	X		
2. PICTURE/SOUND QUALITY	X		
3. SIGNAL INTEGRITY (INGRESS/EGRESS)	X		
4. MECHANICAL INSPECTION	X		
5. PHYSICAL SECURITY	X		
6. HUM	X		

B. DISTRIBUTION (SYSTEM TEST POINTS)

1. SIGNAL LEVELS		X
2. HUM		X
3. SIGNAL INTEGRITY (INGRESS/EGRESS)		X
4. LINEARITY (FLATNESS)		X
5. CARRIER TO NOISE (C/N)		X
6. CARRIER TO CO-CHANNEL (OFF-AIR CHANNELS) - VISUAL		X
7. CARRIER/INTERMOD - VISUAL		X
8. MECHANICAL INSPECTION		X

C. TRUNK AMPS AND LINE EXTENDERS

1. INPUT LEVELS		X
2. OUTPUT LEVELS (TRUNK & BRIDGER)		X
3. PADS/EQUALIZERS INSTALLED		X
4. AC VOLTAGE		X
5. DC VOLTAGE (REGULATED)		X
6. LINEARITY (FLATNESS)		X
7. SLOPE/GRAIN		X
8. FREQUENCY RESPONSE		X
9. TRUNK CARRIER TO NOISE (C/N)		X
10. BRIDGER CARRIER TO NOISE (C/N)		X

D. STANDBY POWER SUPPLIES (USING MANUFACTURER PROCEDURE)

1. BATTERY OPEN CIRCUIT VOLTAGE		X
2. BATTERY VOLTAGE UNDER LOAD		X
3. FLOAT VOLTAGE		X
4. EQUALIZE VOLTAGE		X
5. AC LINE INPUT VOLTAGE		X
6. AC OUTPUT VOLTAGE		X

MONTHLY BI-ANNUALLY

- 7. OUTPUT CURRENT X
- 8. BATTERY TERMINAL INSPECTION AND CLEANING X
- 9. LINE & STANDBY INDICATORS FUNCTIONAL X
- 10. AMP SELF TEST X
- 11. CABINET INSPECTION/CLEANING/PAINTING X

E. DECODER BOXES / REMOTE CONTROL UNITS / TEL. INTERFACE MODULES

NOTE: MAINTENANCE IS PERFORMED UPON ISSUANCE AND RETURN IN ADDITION TO CUSTOMER REQUEST.

CATV HEAD-END MAINTENANCE SCHEDULE

- | A. SATELLITE RECEIVING EQUIPMENT | <u>WEEKLY</u> | <u>MONTHLY</u> |
|--|---------------|----------------|
| 1. RECEIVER AUDIO/VIDEO LEVELS & QUALITY | X | |
| 2. DC VOLTAGE TO LNC'S | X | |
| 3. VIDEO-CIPHER AGC VOLTAGE (4.0 VOLTS) | X | |
| 4. VIDEO-CIPHER AUDIO/VIDEO LEVELS | X | |
| 5. CONNECTIONS/CONNECTORS | X | |
| B. MODULATORS/DEMODULATORS/PROCESSORS | | |
| 1. RF CARRIER LEVELS | X | |
| 2. RF CARRIER FREQUENCIES | X | |
| 3. VIDEO FREQUENCY RESPONSE | X | |
| 4. CARRIER-TO-NOISE/INTERFERENCE | X | |
| C. BTSC STEREO ENCODERS | | |
| 1. PILOT INJECTION LEVEL | X | |
| 2. STEREO SEPARATION | X | |
| 3. SIGNAL-TO-NOISE RATIO | X | |
| D. VIDEO SCRAMBLING ENCODERS | | |
| 1. CROSS PULSE WAVEFORM PERFORMANCE | X | |
| 2. CONNECTIONS/CONNECTORS | X | |
| E. FM STEREO REPEATERS | | |
| 1. INPUT/OUTPUT AUDIO LEVELS | X | |
| 2. AUDIO CARRIER FREQUENCIES | X | |
| 3. MULTIPLEXED OUTPUT PERFORMANCE | X | |

F. CONVERTER CONTROL COMPUTER STATUS

WEEKLY

MONTHLY

MONITOR COMPUTER

- | | | |
|---------------------------------|---|--|
| 1. SYSTEM DIAGNOSTIC TESTS | X | |
| 2. ATX PERFORMANCE TESTS | X | |
| 3. ATX FAULT INDICATORS | X | |
| 4. ATX OUTPUT LEVELS | X | |
| 5. HARD DISK BACKUP | X | |
| 6. GENERAL CLEANING/MAINTENANCE | X | |

G. PHYSICAL PLANT

- | | | |
|--|---|---|
| 1. AIR CONDITIONING | | X |
| 2. FIRE EXTINGUISHERS
FIRE SUPPRESSION SYSTEM | | X |
| 3. GENERAL CLEANING | X | |
| 4. GROUNDING SYSTEM | | X |

CATV SYSTEM MAINTENANCE FORM

STORK AMPLIFIER FIELD TEST DATA SYSTEM: CCEK105 AMP. NO.: LOCATION:

DATE: CASCADE: TEMP: NUMBER:

AMP. MFR: S.A. MODEL NO: FORWARD E/W: 50-550 KHZ NO. OF CHNL:

FORER FLDG POS: A.C. VOLTAGE: D.C. VOLTAGE: TECHNICIAN:

FORWARD SYSTEM								RETURN SYSTEM							
STORK MODULE MODEL NO.	TR EQZ	TR PAD	TR OUT	BR MDL	BR KQZ	BR PAD	BR OUT	FEEDER	AMP MODULE	EQUALIZER	PAD	INPUT			
	VALUE	VALUE	SLOPE	MODEL NO.	VALUE	VALUE	SLOPE	MARKER	MODEL NO.	VALUE	VALUE	SLOPE			
	LOWEST	LOWEST	KIDBAND	HIGBAND	HIGHEST	HIGHEST		KISSID	LOWEST	LOWEST	HIGHEST	HIGHEST			
	CARRIER	PILOT	CARRIER	CARRIER	PILOT	CARRIER	SEC	SEC	CARRIER	PILOT	PILOT	CARRIER	SEC.	E	
VIDEO FREQ	55.25	61.25			499.25	499.25	R/A	K/B						N/A	
STORK INPUT															
STORK OUTPUT															
STORK C/A								65 DB							
STORK C/B								55 DB							
STORK EDGE IN															
FEEDER OUTPUT															
FEEDER C/A															
FEEDER C/B															

COMMENTS:

TEST EQUIPMENT

1. SIGNAL LEVEL METERS - SENCORE FS74 CHANNELIZER - TWO (2) EACH
2. MONARCH COMMUNICATIONS HAWK ANALYZERS - TWO (2) EACH
- * 3. VOLTMETERS - SIMPSON 260 & FLUKE DIGITAL - TWO (2) EACH
- * 4. CLAMP-ON AMPMETER - ONE (1) EACH
5. REMOTE CONTROL SWEEP TRANSMITTER/RECEIVER SYSTEM - ONE (1) EACH
- * 6. REGENCY SCANNER RX 5000 - ONE (1) EACH
- * 7. ICOM PORTABLE TRANSCEIVER - ONE (1) EACH
- * 8. WAVETEK RD-1 TUNABLE DIPOLE - ONE (1) EACH
9. HP 8592A SPECTRUM ANALYZER - ONE (1) EACH
- * 10. SCIENTIFIC ATLANTA SERIES 6800 FEEDFORWARD TEST SET - ONE (1) EACH
- * 11. SETS OF S.A. TRUE-TILT NETWORKS (TRUNK & BRIDGER) - TWO (2) EACH
- * 12. S.A. TRUNK DECONNECT TO "F" MALE HARNESS - ONE (1) EACH
- * 13. RISER BOND CABLE FAULT LOCATOR - ONE (1) EACH
- * 14. S.A. LONG REACH TEST POINT ADAPTERS - FOUR (4) EACH
- * 15. S.A. CABLE SEIZURE WRENCHES - TWO (2) EACH
- * 16. TFT 852 BTSC STEREO AURAL MODULATION MONITOR - ONE (1) EACH
- * 17. COMMERCIAL QUALITY FM STEREO RECEIVER - ONE (1) EACH
- * 18. CROSS PULSE VIDEO MONITORS - TWO (2) EACH
- * 19. PORTABLE 13" COLOR TEST SETS - FOUR (4) EACH
- * 20. FRED III STEREO DECODERS - TWO (2) EACH
21. WAVEFORM VECTOR SCOPE (COMBINATION) - ONE (1) EACH
- * 22. NTSC DIGITAL TEST SIGNAL GENERATOR - ONE (1) EACH
- * 23. PC/CLI (WITH HARD DRIVE AND SOFTWARE) - ONE (1) EACH
- * 24. DATA SCOPE - ONE (1) EACH
- * 25. OAK SIGMA ENCODER TEST RACK - ONE (1) EACH EQUIPPED WITH:
 - A. FREQUENCY AGILE MODULATORS - TWO (2) EACH
 - * B. SIGMA OAK ENCODERS - TWO (2) EACH
 - * C. SCIENTIFIC ATLANTA BTSC 6380 ENCODERS - TWO (2) EACH
 - * D. 5 INCH VIDEO MONITORS - TWO (2) EACH

ORIGINAL

AGREEMENT FOR THE INSTALLATION
OF CUSTOMER PREMISES CATV EQUIPMENT

This Agreement is entered into as of this 16th day of November, 1989 between GTE CALIFORNIA INCORPORATED ("GTEC") and APOLLO CABLEVISION, INCORPORATED ("Apollo").

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of this Agreement shall commence on the date above stated and shall terminate on June 30, 1990 unless earlier terminated in accordance with paragraph 16.

2. As requested by GTEC, Apollo agrees to:

(a) Perform the necessary services to install an Oak decoder(s), if one has not previously been installed, at each designated residence or business in the City of Cerritos pursuant to GTEC specifications attached hereto as Exhibit A.

(b) Connect a telephone interface module (TIM) to each Oak decoder and the telephone network (which includes installation of a telephone jack where necessary) pursuant to GTEC specifications attached hereto as Exhibit A.

3. GTEC agrees to reimburse Apollo for the above-stated services in the following amounts:

(a) \$55.00 per household for connections/installations of set-top converter(s), coaxial inside wire and a hand-held remote signalling unit. This cost shall not exceed \$50,000.00 without the prior written consent of GTEC.

(b) \$10.00 per household for TIM connection(s) installed during initial CATV service installation after

December 1, 1989. This cost shall not exceed \$6,000.00 without the prior written consent of GTEC.

(c) \$26.00 per household for TIM connection(s) installed in households with CATV services as of December 1, 1989 (approximately 6,936). This cost shall not exceed \$180,500.00 without the prior written consent of GTEC.

4. GTEC also agrees to pay Apollo \$257,040.00 for labor and materials in connection with 3,213 connections/installations between July 1, 1989 and December 1, 1989.

5. The parties acknowledge and agree that GTEC has reimbursed Apollo \$284,260.00 for installation of coaxial inside wire and decoders in 3,723 residences from September 26, 1988 to June 30, 1989 (including material for inside wire only). The parties agree that installation and equipment costs are to be defined as part of the "System" as described in the January 22, 1987 Lease between the parties, and shall be maintained accordingly.

6. GTEC shall purchase the Enhanced Capability Decoders, coaxial and telephone inside wire, passive components, TIMs and hand-held remote signalling units.

7. GTEC agrees to reimburse Apollo for its costs in connection with Apollo's lease of Scientific Atlanta decoders to date. This cost shall not exceed \$100,000.00 without the prior written consent of GTEC.

8. All costs incurred by GTEC pursuant to this Agreement shall be included in the "Owner's Recoverable Construction Costs"

as that phrase is defined in Exhibit B to the initial lease between the parties dated January 22, 1987.

9. Apollo agrees to provide and maintain an accurate account of all decoders, TIMS and hand-held remote signalling units by serial number and location. Apollo will submit all changes to this inventory on a monthly basis (including spares and repair status) to GTEC's Business Implementation Manager.

10. Apollo will provide GTEC with a list of materials required to connect all the equipment listed in paragraphs 4 and 6 of this Agreement as needed in order to complete the connection of all such equipment in the City in an expeditious manner. GTEC agrees to order such materials promptly following receipt of the list of requirements from Apollo. Apollo's duty to commence the connection of the said equipment shall not arise until GTEC provides Apollo with the required materials.

11. Apollo will recruit, train, coordinate and manage personnel or subcontractors sufficient to exchange not less than 125 decoders and connect not less than 125 TIMS per week. Apollo will present for GTEC's prior review a plan to advertise, recruit and train personnel for the fulfillment of this objective. GTEC will pay Apollo for local advertising in an amount not to exceed \$1,000.00 and \$16.50 per hour for a Customer Service Representative to schedule the decoder exchange up to a maximum of \$17,160.00 without the prior written consent of GTEC.

12. Apollo shall perform all work in a quality manner and in accordance with the specifications attached hereto as Exhibit A. GTEC shall have the right to inspect the quality of

the work performed by Apollo upon request. Any corrective work required as a result of Apollo failing to perform services pursuant to the specifications attached hereto as Exhibit A shall be done at Apollo's sole cost and expense, in a manner consistent with the GTEC written specifications.

13. Upon ten (10) days written notice by GTEC to Apollo (or such shorter period as the parties may mutually agree upon), GTEC or its authorized representative shall have the right to commence a quarterly audit or examination during normal business hours of all source documents, systems, records and procedures as may contain information bearing upon amounts being billed to GTEC pursuant to this Agreement. The notice of audit or examination shall identify the date upon which it is to commence, the location, GTEC's representatives, the subject matter of the audit or examination and the materials to be reviewed. In the conduct of the audit or examination, GTEC's review will include all information which Apollo has or is in a position to provide to ensure that all components of all invoices are substantiated by adequate source documentation. GTEC shall also have integrity of source data. GTEC shall have the right to select, subject to approval of Apollo, an independent certified public accounting firm to conduct all or a portion of the audit or examination. Each party shall bear its own expenses in connection with the conduct of each audit or examination except GTEC shall pay the cost of the public accounting firm.

14. Both GTEC and Apollo agree that Apollo will act as an independent contractor in the performance of its duties under

this Agreement. As such, none of the employees of Apollo or its subcontractors will be eligible for any benefits provided by GTEC to its employees. Apollo shall be responsible for payment of all taxes arising out of Apollo's activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees as required. Moreover, Apollo agrees to obtain all necessary insurance coverage, including by way of illustration but not limitation, liability, workers' compensation and state disability insurance. Apollo shall comply with all federal, state and local laws.

15. Apollo will hold GTEC harmless from claims or liabilities arising out of Apollo's installation, operation, maintenance or removal of the equipment provided for by this Agreement, except for claims or liabilities arising from negligent acts or omissions or wrongful or willful misconduct by GTEC, its agents, servants, officers or employees.

16. Any party may terminate this Agreement, effective immediately, without liability for said termination, upon written notice to the other party, if any of the following events occurs:

(a) The other files a voluntary petition in bankruptcy.

(b) The other is adjudged bankrupt.

(c) A court assumes jurisdiction of the assets of the other under a federal reorganization act.

(d) A trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other.

(e) The other becomes insolvent or suspends its business.

(f) The other makes an assignment of its assets for the benefit of its creditors except as required in the ordinary course of business.

(g) The identity of the other's business is materially changed by sale of its business, transfer of control of its outstanding stock, merger or otherwise.

Either party may immediately terminate this Agreement for a material breach or default of any of the terms, conditions or covenants of this Agreement by the other, provided that such termination may be made only following the expiration of a thirty (30) day period during which the other party has failed to cure such breach after having been given written notice of such breach.

17. The validity, construction and enforcement of this Agreement shall be governed by the laws of the State of California.

18. This Agreement constitutes the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties.

19. In the event either party hereto initiates an appropriate legal action to enforce the terms and provisions of this Agreement, the prevailing party in such action may receive its costs of suit, including reasonable attorneys' fees.

IN WITNESS WHEREOF, this Agreement is executed the day and year indicated below.

GTE CALIFORNIA INCORPORATED

APOLLO CABLEVISION, INC.

By Walt Sorg
Walt Sorg
Authorized Subagent

By Charlotti J. Colak

ATTEST:

Tom Rold
Corporate Secretary

CATV INSTALLATION AGREEMENT

This Agreement is entered into as of this 23rd day of July 1990 between GTE CALIFORNIA INCORPORATED ("GTEC") and APOLLO CABLEVISION, INCORPORATED ("Apollo").

This Agreement is entered into with reference to the following agreed facts:

(a) Pursuant to a franchise granted by the City of Cerritos, California (the "City"), GTEC has been authorized to install a communications transmission system (the "System") city-wide which System includes the provision of cable television ("CATV") services.

(b) Apollo entered into a Lease Agreement with GTEC dated January 22, 1987 (which Lease Agreement was modified by Amendment Number One to Lease Agreement dated May 26, 1988 and Amendment Number Two to Lease Agreement dated June 19, 1989) (the "Lease"). The Lease specifies the terms and conditions under which GTEC, as owner of the System, has leased to Apollo as lessee, bandwidth in the System required by Apollo to provide Video Programming (as that phrase is used in the Cable Communications Policy Act of 1984) to Apollo's customers in the City.

(c) GTEC and Apollo entered into an "Agreement for the Installation of Customer Premises CATV Equipment" pursuant to the agreement dated November 16, 1989 which agreement specified the terms and conditions under which Apollo would provide certain services for GTEC regarding the installation of certain CATV equipment on customer premises. That agreement terminated pursuant to its express terms on June 30, 1990. The purpose of this agreement is to specify the terms and conditions under which Apollo will continue to install certain CATV equipment for GTEC because of the termination of the November 16, 1989 agreement for the installation of customer premises CATV equipment.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of this Agreement shall commence on the date stated above and shall terminate on September 26, 1993 unless earlier terminated in accordance with paragraph 14.

2. As requested by GTEC, Apollo agrees to:

(a) Perform the necessary services to install a coaxial "underground drop" inside a 1-inch conduit and a vacant 1-inch polyethylene conduit at each residence or business, pursuant to GTEC specifications attached hereto as Exhibit A. In

the event the customer refuses to authorize the installation of the conduit, Apollo will notify GTEC and GTEC will, at its option, contact the customer.

(b) Perform the necessary services to install an Oak decoder(s) and inside wire, if they have not previously been installed, at each designated residence or business in the City of Cerritos pursuant to GTEC specifications which are attached hereto as Exhibit A.

(c) Connect a telephone interface module ("TIM") to each Oak decoder and the telephone network (which includes installation of a telephone jack where necessary) pursuant to GTEC specifications which are attached hereto as Exhibit A. In the event the customer refuses to authorize the installation of the TIM, Apollo will notify GTEC and GTEC will, at its option, contact the customer.

(d) By December 31, 1990, retrofit with TIM applications those Oak decoders which were placed in service before December 20, 1989 (which includes installation of a telephone jack where necessary), pursuant to GTEC specifications which are attached hereto as Exhibit A.

3. GTEC agrees to reimburse Apollo for the above-stated services in the following amounts:

(a) \$55.00 per "underground drop" installation, which includes: excavation of a 12-inch deep trench, from the curbside handhole to the exterior of the residence or business; placement of two 1-inch conduits; and installation of taps, ground blocks, ground rods, coaxial drop cable, and connectors. The total cost of performing underground drop installation throughout the System shall not exceed \$55,000.00 for the life of the contract, without prior written consent of GTEC. When the estimated installation costs for any business drop exceed \$1,000.00, GTEC and Apollo agree to negotiate, in good faith, that individual installation reimbursement after any customer passed-through charges are removed from those costs. This \$55,000.00 figure is based upon an estimated penetration rate of 55% (8,250 subscribers). Apollo has the discretion to negotiate with the customer to recover any costs it may incur in excess of those paid by GTEC as a result of the underground drop installation.

(b) \$26.00 per residence or business, from July 23, 1990 to December 31, 1990, for retrofitting, with TIM applications, those Oak decoders which were placed in service before December 20, 1989 (approximately 2,385). The total cost to GTEC for this service shall not exceed \$62,000.00 without the prior written consent of GTEC. Apollo has the discretion to negotiate with the customer to recover any costs it may incur in excess of those paid by GTEC as a result of installing a TIM at a customer requested location of the Oak decoder.

(c) \$15.00 per residence or business for installing a TIM, or TIMs (which includes installation of telephone jacks where necessary), in conjunction with the installation of new CATV service. Apollo may, at its discretion, negotiate with the customer to recover any costs it may incur to install additional TIMs beyond the initial TIM installation. This reimbursement will remain in effect for the duration of this agreement and shall not exceed \$12,000.00 (800 forecasted new customers) without the prior written consent of GTEC.

(d) \$16.50 per hour, from July 23, 1990 to December 31, 1990, for an Apollo Customer Service Representative to schedule TIM connection(s) in CATV households with service dates prior to December 20, 1989. The total cost for this service shall not exceed \$17,160.00 without the prior written consent of GTEC.

4. It is agreed that Apollo may continue to retrofit Oak decoders with TIM connections after December 31, 1990 upon request of the subscriber at no cost to GTEC.

5. As of July 23, 1990, at the customer's request, Apollo will perform the necessary services to install Oak decoders and inside wire at each designated residence or business (which did not have a previous installation) at no cost to GTEC. GTEC shall provide the materials as described in Paragraph 6 below.

6. GTEC shall purchase the communications materials necessary for Apollo to perform the services stated in paragraph 2. Such materials are limited to: Oak decoders, TIMs and hand-held remote signalling units, underground drop materials, coaxial and telephone inside wire and passive components.

7. The sums paid to Apollo for its services and the material costs incurred by GTEC pursuant to this agreement, shall be included in the "Owner's Recoverable Construction Costs" as that phrase is defined in Exhibit "B" to the Lease.

8. Apollo agrees to maintain an accurate inventory of all decoders (which for inventorying purposes includes TIMs and hand-held remote signalling units) by serial number and location. Apollo shall give a status of the current inventory on a quarterly basis (including spares and repair status) to GTEC's Business Implementation Manager.

9. Apollo agrees to provide GTEC with a list of materials required to perform the services stated in paragraph 2 of this Agreement and to maintain an accurate inventory of these materials as they are received and used. GTEC agrees to order such materials promptly following receipt of the list of require-

ments from Apollo. Apollo's duty to commence the services stated above shall not arise until GTEC provides Apollo with the required materials.

10. Apollo shall perform all work in a quality manner and in accordance with the specifications attached hereto as Exhibit A. GTEC shall have the right to inspect the quality of the work performed by Apollo whenever requested. Any corrective work required as a result of Apollo failing to perform services pursuant to the specifications attached hereto as Exhibit A shall be done at Apollo's sole cost and expense, in a manner consistent with the GTEC written specifications.

11. Upon ten (10) days written notice by GTEC to Apollo (or such shorter period as the parties may mutually agree upon), GTEC or its authorized representative shall have the right to commence a quarterly audit or examination during normal business hours of all source documents, systems, records and procedures as may contain information bearing upon amounts being billed to GTEC pursuant to this Agreement. The notice of audit or examination shall identify the date upon which it is to commence, the location, GTEC's representatives, the subject matter of the audit or examination and the materials to be reviewed. In the conduct of the audit or examination, GTEC's review will include all information which Apollo has, or is in a position to provide, to ensure that all components of all invoices are substantiated by adequate source documentation. GTEC shall also have integrity of source data. GTEC shall have the right to select, subject to approval of Apollo, an independent certified public accounting firm to conduct all or a portion of the audit or examination. Each party shall bear its own expenses in connection with the conduct of each audit or examination except GTEC shall pay the cost of the public accounting firm.

12. Both GTEC and Apollo agree that Apollo will act as an independent contractor in the performance of its duties under this Agreement. As such, none of the employees of Apollo or its subcontractors will be eligible for any benefits provided by GTEC to its employees. Apollo shall be responsible for payment of all taxes arising out of Apollo's activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees as required. Moreover, Apollo agrees to obtain all necessary insurance coverage, including by way of illustration but not limitation, liability, workers' compensation and state disability insurance. Apollo shall comply with all federal, state and local laws.

13. Apollo will hold GTEC harmless from claims or liabilities arising out of Apollo's installation, operation, maintenance or removal of the equipment provided for by this Agreement,

except for claims or liabilities arising from negligent acts or omissions or wrongful or willful misconduct by GTEC, its agents, servants, officers or employees.

14. Any party may terminate this Agreement, effective immediately, without liability for said termination, upon written notice to the other party, if any of the following events occurs:

(a) The other files a voluntary petition in bankruptcy.

(b) The other is adjudged bankrupt.

(c) A court assumes jurisdiction of the assets of the other under a federal reorganization act.

(d) A trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other.

(e) The other becomes insolvent or suspends its business.

(f) The other makes an assignment of its assets for the benefit of its creditors except as required in the ordinary course of business.

(g) The identity of the other's business is materially changed by sale of its business, transfer of control of its outstanding stock, merger or otherwise.

Either party may immediately terminate this Agreement for a material breach or default of any of the terms, conditions or covenants of this Agreement by the other, provided that such termination may be made only following the expiration of a thirty (30) day period during which the other party has failed to cure such breach after having been given written notice of such breach.

15. The validity, construction and enforcement of this Agreement shall be governed by the laws of the State of California.

16. This Agreement constitutes the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties.

17. In the event either party hereto initiates an appropriate legal action to enforce the terms and provisions of this Agreement, the prevailing party in such action may receive its costs of suit, including reasonable attorneys' fees.

IN WITNESS WHEREOF, this Agreement is executed the day and year indicated below.

GTE CALIFORNIA, INCORPORATED

By 
BERNARD B. HEILER

Date 8/2/90

APOLLO CABLEVISION, INC.

By 

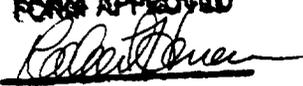
Date JULY 31, 1990

ATTEST:

Assistant Secretary

ATTEST:

Corporate Secretary

FORM APPROVED

Attorney
ROBERT N. HERRERA
Date 7-31-90

ORIGINAL

LEASE AGREEMENT

This Lease Agreement is entered into as of the 22nd day of January, 1987, between General Telephone Company of California ("Owner") and Apollo Cablevision, Inc. ("Lessee").

Recitals

This Lease Agreement is entered into with reference to the following agreed facts:

A. Owner and T. L. Robak, Inc., Lessee's parent corporation, have entered into negotiations for the construction of an underground electrical signal transmission facility (the "System") to be constructed in the City of Cerritos, California. A portion of the System (the "Coaxial Facilities") has been designed to transmit cable television ("CATV") signals to Lessee's customers in the City of Cerritos via coaxial cable.

B. The purpose of this Lease Agreement is to set forth the terms and conditions under which Owner will lease to Lessee the bandwidth required by it to provide CATV service to Lessee's customers in the City of Cerritos.

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. The Coaxial Facilities Capacity. The Owner agrees to lease and the Lessee agrees to rent from the Owner 275 MHz of bandwidth capacity for the use of Lessee in providing CATV service in the City of Cerritos. A description of where the Coaxial Facilities are installed to provide said capacity is shown on