

(c) bound by any payments of the Fee which Operator might have made for more than one (1) month in advance to Owner (or its predecessors in interest);

(d) required to account for any security deposit other than any security deposit actually delivered to the Successor Owner; or

(e) bound by any previous modification of this license or by any previous prepayment of more than one month's Fee, unless such modification or prepayment shall have been expressly approved in writing by the lessor of the Superior Lease or the holder of the Superior Mortgage through or by reason of which the Successor Owner shall have succeeded to the rights of Owner under this license.

33. Work and Alterations. A. Operator shall make no changes or alterations in or to the Property of any nature without Owner's prior written approval. Prior to commencing any work in the Property, Operator shall submit to Owner for Owner's written approval complete drawings, plans and specifications (herein collectively referred to as "Operator's Plan") for the improvements and installations to be made by Operator (herein collectively referred to as "Operator's Work"). Operator's Plan shall be fully detailed and shall show complete dimensions, shall not be in conflict with Owner's basic plans for the Property, shall not require any changes in the structure of the Property, shall not be in violation of any Requirements and will not damage the Property, interfere with the residents' use and enjoyment of the Property, and will not comprise the guarantees affecting any portion of the Property.

B. Notwithstanding anything in this license to the contrary, if any aspect of Operator's Plan or Operator's Work will require or otherwise necessitate penetration of the roof during any period that the guarantee covering the roof is in effect, Owner may require that Operator engage the services of the company that provided the guarantee to perform such penetration work. In such event, Operator shall engage the company that provided the guarantee.

C. Operator agrees in the performance of Operator's Work, that (i) neither Operator nor its agents or employees shall interfere with any work being done by Owner and its agents and employees, (ii) Operator shall comply with any reasonable work schedule, rules and regulations proposed by Owner, its agents or employees, (iii) the labor employed by Operator shall be harmonious and compatible with the labor employed by Owner, it being agreed that if in Owner's judgment the labor is incompatible, Operator shall forthwith upon Owner's demand withdraw such labor from the Property, (iv) Operator shall procure and deliver to Owner workmen's compensation, public liability,

property damage and such other insurance policies, in such amounts as shall be reasonably acceptable to Owner in connection with Operator's Work, and shall cause Owner to be an additional insured thereunder, (v) Operator shall indemnify and hold harmless Owner and the agents and employees of Owner, all residents in the Property, the managing agent of the Property and its employees, from and against any and all claims arising from or in connection with any act or omission of Operator or its agents or employees, (vi) Operator's Work shall be performed in accordance with the approved Operator's Plan and in compliance with all Requirements, (vii) Operator shall promptly pay for Operator's Work in full and shall not permit any lien to attach to the Property, and (viii) in the event Operator employs engineers other than the engineers employed by Owner, Operator shall pay to Owner, promptly upon being billed, any charges or expenses Owner may incur in reviewing the work of Operator's engineers.

D. Operator shall perform all work required or contemplated under this Agreement in a good and workmanlike manner and take proper care of all portions of the Property in or on which the System is located and shall, at Operator's sole cost and expense, make all repairs thereto promptly as and when needed to preserve the portions of the Property used by Operator in good order and condition. All damage or injury to any portion of the Property or to any of the fixtures, appurtenances or equipment thereof arising out of any act, conduct, omission, neglect or other cause or action of Operator or its agents or representatives shall be repaired, restored or replaced by Owner at Operator's sole cost and expense.

34. No Recordation. Operator shall not record or attempt to record this Agreement or any memorandum hereof.

EXHIBIT B

Liberty promotional brochure, dated December 30, 1994



575 Madison Avenue, New York, New York 10022
(212) 891-7777 Fax (212) 891-7214

December 30, 1994

Liberate Your Shareholders From the Cable Monopoly!

Dear Board President:

A number of your shareholders – in search of better cable TV at better prices – have enthusiastically responded to our November 13th postcard campaign in the *New York Times*.

Isn't it time you switched to Liberty Cable? We deliver 55 channels of Basic service at bulk rates that are 30%-50% less than what you pay now. And, our Basic line-up includes channels you won't find anywhere else... like Turner Classic Movies and Bloomberg Direct. Starting January 1, 1995, we will be the first to launch CNN International, a 24-hour global news network. Even better, you'll find we provide superb picture quality and responsive, professional customer service.

These are only a few reasons why over 130 Manhattan co-ops and condos have already chosen the Liberty Cable advantage.

I would be happy to give a brief, ten minute presentation describing the Liberty Cable program at your next Board meeting. Simply contact us at (212) 891-7786 to arrange a time convenient for your group.

Welcome to the revolution!

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer M. Walden', is written over a typed name and title.

Jennifer M. Walden
Account Executive

INSTALLATION

We take great care to ensure the transition to Liberty Cable is virtually transparent to your building residents. The entire installation process is non-intrusive and requires minimum construction. Typically, we install a parallel system that coexists with that of your present system.

The "Nuts and Bolts"

First, at our cost, we install a three-foot Plexiglas rooftop receiving antenna dish. This lightweight and environmentally clean antenna can be mounted on a tripod or attached to the water tank tower or elevator room to screen it from public view. The antenna is then connected to your existing pathway of vertical wires to each floor.



Second, we install a vertical wire parallel to that of the monopoly. In pre-war structures, this vertical wire is usually enclosed in conduit along the exterior of the building. In post-war buildings, it is often either spliced into the master antenna system or installed in conduit in the stairwells. This new wiring takes just days to install, is invisible to residents, and does not interfere with any existing electrical or cable service.



Finally, we connect the new vertical wire to each apartment using existing pathways. No new wiring is required within each apartment, so that built-ins and custom carpentry remain perfectly intact.

Announcing Liberty Cable to Your Residents

Our Marketing and Customer Service staff will work closely with you to announce the installation of our service. With your approval, we will send a general notice two weeks before each apartment is installed to welcome your building's subscribers to Liberty Cable and to describe the installation process.



EXHIBIT C

Example of Liberty contract

PRIVATE CABLE AGREEMENT
FOR CO-OPERATIVES AND CONDOMINIUMS

1. Parties. This Agreement is between LIBERTY CABLE COMPANY, INC., 30 Rockefeller Plaza, Suite 3026, New York, New York 10020 (the "Operator") and 10 West 66th Street Corporation (the "Owner"), which owns and manages a residential building at 10 West 66th Street, New York, New York (the "Property").

2. The System. The Owner grants the Operator the right to install, operate and maintain equipment at the Property necessary to distribute satellite television programming (the "System"). The Operator shall, at its own expense, install, operate and maintain the System and keep it in good repair. The System shall be the personal property of the Operator and may be used by the Operator to serve other properties.

3. Installation. The Operator shall make a good and workmanlike installation of the System and shall not damage the Property or injure anyone. Plans for the System are subject to the Owner's approval which shall not be unreasonably withheld or delayed.

4. MATV. The Operator may use the existing master antenna television system ("MATV"), if any, as part of the System if the MATV is suitable for such use as determined by the Operator. If the Operator elects to use the MATV, Operator shall, at its own expense, upgrade, modify, repair and maintain the MATV. Notwithstanding the foregoing, the Owner retains title to the MATV and any improvements to the MATV.

5. Programming. The Operator will provide the programming described in the annexed Programming Schedule (the "Programming"). The Operator shall have sole discretion with respect to the selection, distribution and/or pricing of the Programming and related equipment except as set forth in the Programming Schedule. The Owner will sign authorizations of reasonable access to serve and such other documents as may be reasonably required to provide programming at the Property.

6. Signal Quality. The System shall provide a video signal comparable to the signal quality required of cable television systems by the rules and regulations of the Federal Communications Commission.

7. Service Calls. The Operator's response to requests for service or repair will, if possible, be on a same-day basis but in no event later than one working day after the receipt of such request. The Operator's personnel will make service and repair calls on weekdays, and on Saturdays as required, except for legal holidays, from 9 AM to 6 PM. During the first 30 days after the inception of service, service and repair calls will be made at any time, 24 hours a day. Any failure affecting a group of more than twenty-five subscribers will be responded to within 24 hours on an emergency basis. The Operator will follow a reasonable rebate policy for all subscribers comparable to that of the franchised cable television operator.

8. Comparable Programming. The Operator, will during the term of this Agreement, provide programming comparable to the programming offered by the franchised cable television operator in the area and to the programming offered by Operator at any other property in the area.

9. Basic Cable Service. The Operator will provide Basic Cable Service as described in the Programming Schedule to all residential dwelling units of the Property. The Operator will not charge any resident any fee for Basic Cable Service. The Owner will pay the Operator on the fifteenth day of each month the Basic Cable Service Fee, as described in the Programming Schedule.

10. Exclusivity. The Owner promises that, except as required by law for the franchised cable television company or any other video distributor, no other pay or cable television service will be distributed at the Property.

11. Security. The Owner will provide the same security for the System as it provides for the Property in general and will not knowingly allow unauthorized persons to move, interfere or make connections with the System.

12. Term. The term of this Agreement is ten (10) years from the date of the Owner's signature. Either party may thereafter terminate this Agreement at any time on six (6) months written notice. Notwithstanding paragraph 16, Owner may, for one time only, on the fifth anniversary of this Agreement and for five (5) days thereafter, terminate this Agreement on six months written notice to be delivered within the five day period.

13. Owner's Reports. The Owner will use its best efforts to promptly report to the Operator any problems with the System or any construction activity which could affect the System.

14. Indemnity. The Operator shall indemnify and hold the Owner harmless from any and all claims, damages or expenses arising out of the installation, operation or maintenance of the System or the Access Claim. The Operator shall control and pay for the defense of such claims. The Operator may settle such claims subject to the Owner's consent which shall not be unreasonably withheld or delayed. The Owner may, but is not obligated to, participate in the defense of such claims at its own expense.

15. Defense of Access Claim. The Operator shall, at its own expense, defend against any claim made by the franchised cable television company for access to the Property by operation of law (the "Access Claim"). The Operator shall control and pay for the defense of the Access Claim. The Operator may settle the Access Claim subject to the Owner's consent which shall not be unreasonably withheld or delayed. The Owner may, but is not obligated to, participate in the defense of the Access Claim at its own expense.

16. Cancellation For Cause. Owner may cancel this Agreement on six (6) months written notice if the Operator defaults in performing the material obligations of this Agreement provided, however, that the Operator will first be given the opportunity to remedy the default. The Owner will specify the default in writing to the Operator and the

Operator will have sixty (60) days to remedy the default. If the default is not remedied, the Owner may then send the notice of cancellation.

17. Insurance. The Operator shall provide Worker's Compensation Insurance for its employees, including all legally required employee benefits, and require such Workmen's Compensation Insurance for the employees of all contractors and subcontractors. The Operator shall maintain comprehensive liability insurance in the amount of \$5,000,000 covering all operations of the Operator and its contractors and subcontractors. The Operator shall, upon request, furnish the Owner with certificates of the foregoing insurance. Operator shall cause Owner to be named as an additional insured on the comprehensive liability insurance policy and provide Owner with thirty (30) days advance notice of any cancellation of said policy.

18. Compliance. Operator will comply with all applicable laws, codes or regulations.

19. Force Majeure. Neither party shall be liable for failure to perform all or part of this Agreement by reason of an Act of God, labor dispute, non-delivery or inadequate performance by program suppliers, installation contractors or equipment suppliers, breakdown of facilities, microwave or other electrical or physical signal interference, fire, flood, legal enactment, governmental order or regulation, or any other cause beyond their respective reasonable control.

20. Assignment. This Agreement shall benefit and be binding on the respective assigns, transferees and successors of the parties. Operator will assign this Agreement only to a responsible company which at the time of assignment has the resources necessary to perform under this Agreement.

21. Confidentiality. This Agreement will remain confidential and shall not be disclosed to third parties except as required by law.

22. Entire Understanding. This Agreement contains the entire understanding of the parties and may not be modified except by a writing signed by each of the parties.

10 WEST 66TH STREET CORPORATION

LIBERTY CABLE COMPANY, INC.



President


By: _____

Title PRESIDENT

January 6, 1992

Date

Jan 6 1992

Date

PROGRAMMING SCHEDULE

Basic Cable Service

Per attached schedule

Basic Cable Service Fee¹

\$12 per unit times ~~267~~²⁶⁷ units = ~~\$3204~~^{\$3204} per month

Premium Cable Service

Per attached schedule

Rates²

\$12 per month for any one (1) service
\$10 per month per service for any two (2) services
\$8 per month per service for any three (3) or more services

Premium Bulk Options

a. Sports Channel: If the Owner elects to provide Sports Channel and Sports Channel America to all units, then the Owner will pay an additional monthly fee of ~~\$801~~^{\$801} per month (\$8 per month times ~~267~~²⁶⁷ units) as part of the Basic Cable Service Fee. ~~JMM~~^{JMM} ~~JMM~~^{JMM}

b. Other Premium Services: If the Owner elects to provide the same two (2) premium services (other than Sports Channel and Sports Channel America) to all units, then, in lieu of individual subscriber charges, the Owner will pay an additional monthly fee of ~~\$2~~^{\$2} per month (\$17.95 per month times ~~267~~²⁶⁷ units) as part of the Basic Cable Service Fee. ~~JMM~~^{JMM} ~~JMM~~^{JMM}

Converters

First converter at no charge.
Each additional converter is \$10 a month.
Standard installation is \$20.

¹ Basic Cable Service Fee will increase by no more than six percent (6%) per year provided, however, that the Basic Cable Service Fee will always be less than the rates regularly charged by the city franchised cable television company for the same programming. The Basic Cable Service Fee remains the same regardless of the number of television sets in any unit.

² Except for Premium Bulk Option, premium service requires installation of converter and payment directly from subscriber to Operator. Monthly rates do not include premium services available only on a bulk purchase basis.

PROGRAMMING SCHEDULE¹

Basic Service

Channel 2 (WCBS) - New York	Music Television (MTV)
Channel 4 (WNBC) - New York	Video Hits One (VH-1)
Channel 5 (WNYW) - New York	Nickelodeon
Channel 7 (WABC) - New York	Lifetime
Channel 9 (WWOR) - New York	WGN - Chicago
Channel 11 (WPIX) - New York	USA Network
Channel 13 (WNET) - New York	C-SPAN
Channel 20 (WTXX) - Connecticut	The Family Channel
Channel 21 (WLIW) - Long Island	The Discovery Channel
Channel 25 (WNYE) - New York	Home Shopping Network
Channel 31 (WNYC) - New York	Turner Network Television (TNT)
Channel 47 (WNJU) - New Jersey	The Weather Channel
Cable News Network (CNN)	E! Entertainment Channel
CNN Headline	International Channel
ESPN	American Movie Classics (AMC)
Turner Broadcasting System (TBS)	Building Bulletin Board ¹
Arts & Entertainment (A & E)	The Prevue Guide
Madison Square Garden (MSG)	Electronic Preview Guide
The Nashville Network (TNN)	Comedy Central
CUNY	Black Entertainment
Financial News Network/CNBC	
Madison Square Garden II (MSG II)	

Premium Channels

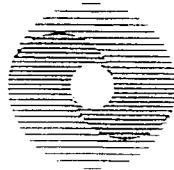
Home Box Office	Disney Channel
Cinemax	Sports Channel ²
The Movie Channel	Sports Channel America ²
Showtime	Pay-Per-View (Viewer's Choice One)
Bravo	Pay-Per-View (Viewer's Choice Two)
The Playboy Channel	Pay-Per-View

¹ Additional terminals and cameras required to activate these channels.

² Available on a bulk purchase basis only.

EXHIBIT D

Redacted contract for new MDU on Upper East Side



PARAGON
C A B L E
M A N H A T T A N

December 2, 1994

Re: Avenue, New York, New York
(Block , Lot)

Dear :

We have been talking to and you since March of this year concerning the proposed installation of a cable television system in the above rental apartment building (the "Building"), which is currently under construction by ("Owner"). This letter is intended to memorialize our understanding and agreement concerning the installation and use of the system:

1. Paragon will pay for the installation of its own, separate cable television system (the "Paragon system") into the conduit system you are now in the process of installing at the Building. The Paragon system will consist of:

- (a) Exclusive use of one separate vertical riser pipe to run parallel to the Building's own vertical riser pipe located in the service elevator rooms on each floor;
- (b) Paragon's own feeder cable(s) as installed in that separate riser pipe;
- (c) Exclusive use of separate Paragon junction boxes to be located immediately adjacent to the Building's own junction boxes;
- (d) Separate Paragon homerun wire going to each of the apartments (to be located in the Building's horizontal conduits); and
- (e) All amplifiers, taps, splitters, converters, and devices supplied or installed at the Building by Paragon to facilitate the provision of Paragon's service.

December 2, 1994

In consideration of the payment of \$1.00, receipt of which is hereby acknowledged, Paragon shall have a license for the term of this agreement for the space occupied by the Paragon system in the Building and any other space described in this agreement.

2. Subject to the terms and conditions of this paragraph, Paragon will pay \$70,000 to your electrical contractor to cover the cost of installing the Paragon system in the Building. Owner represents that this figure represents no more than 50% of the incremental amount to be actually paid to Electrical Contracting (" ") for the installation of cable system facilities at the Building, over and above any amounts attributable to cable system facilities previously included in the contract for electrical work at the Building. Paragon will supply its own wire or cable and the equipment to be installed pursuant to paragraph 1(e), but will not pay for any cable to be owned or used by the Building or its designee. Paragon agrees that upon completion of the installation and Paragon's testing of the Paragon system (such testing to be performed within ten (10) business days of installation of the feeder cables pursuant to paragraph 1(b)), that Paragon shall pay \$70,000 to within five (5) business days. If, however, there are defects in the system which affect no more than fifteen (15) apartment units, Paragon shall only be required to pay \$55,000 to , and shall pay the balance of \$15,000 upon repair of the defects. If more than fifteen (15) apartment units have defects, and such defects are not repaired by (without additional cost to Paragon) within thirty (30) days, then Paragon shall have the right to terminate this agreement and be under no obligation to pay any sum by sending a written notice to Owner within sixty (60) days of the completion of installation and testing.

3. Owner will allow Paragon reasonable access to the Building to enable Paragon to install, maintain, repair or replace any portion of the Paragon system and to provide service to tenants of the Building consistent with paragraph 1. As to the vertical riser pipes referred to in paragraph 1(a) and the separate junction boxes referred to in paragraph 1(c), which Paragon has exclusive use of, Owner will have no responsibility to maintain and repair the system. As to the horizontal conduits referred to in paragraph 1(d), Paragon's separate homerun wires will share the conduit with the Building's wires. Owner will have no responsibility to maintain and repair Paragon's wires. Paragon, its agents, employees and contractors, shall perform all work in a good and workmanlike manner and shall not damage or cause to be damaged the Owner's property or injure or cause to be injured tenants, invitees, or other third parties.

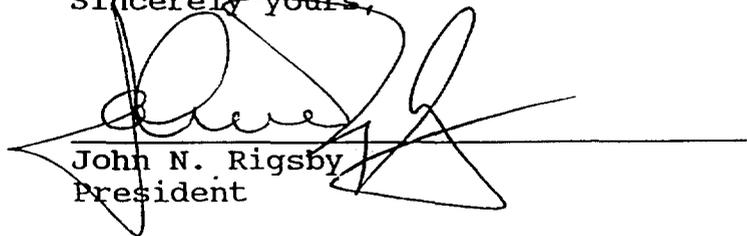
4. Paragon shall own, and have the right to remove any cable and/or wire installed pursuant to paragraph 1(b) and 1(d) provided that the cable and/or wire is replaced. Paragon shall own and have the right to remove or replace the equipment installed pursuant to paragraph 1(e). The vertical conduit pipes, horizontal conduits, and junction boxes referred to in paragraph 1(a), (c), and (d) shall remain the property of the Owner. Paragon shall have the right to place identifying labels or insignia on any of its own cable or equipment and, for security purposes, may incorporate locks (of size and appearance reasonably acceptable to Owner) on and maintain keys to those junction boxes as to which Paragon is entitled to exclusive use.

5. Paragon may use the Paragon system for any cable service that a cable television company may provide pursuant to New York Executive Law, Article 28. Paragon may also use the Paragon system for other services subject to the prior written approval of Owner, provided that such approval will not be unreasonably withheld or delayed if Paragon shall have a statutory right of access to provide such service under applicable law. The Paragon system may not be used or tampered with by any other person, including the Owner or Owner's designee(s). Paragon will not interfere or tamper with nor use any alternative system installed. If by reason of the expiration or termination of its franchise, and its failure to obtain any renewal or extension thereof or any stay or suspension of such termination, Paragon or its successors and assigns shall no longer be authorized to provide cable television service in the area of Manhattan that includes the Building, Paragon shall have the right for a period of 6 months to transfer, sell, or assign any of its property at the Building, including its cable or wire, to any person that has the right, pursuant to contract or applicable law, to provide cable service at the Building. During such period Owner shall not remove, disable, tamper with, or use any of Paragon's property at the Building, or knowingly permit any other person to do so, and Paragon shall also not remove or disable its cable or wire, nor remove any property other than property installed pursuant to paragraph 1(e). If at the end of such 6 month period Paragon has not sold or assigned its cable or wire, such cable and wire (and any other part of its property not previously removed from the Building by Paragon, it being understood that Paragon may only remove property previously installed pursuant to paragraph 1(e)) shall become the property of the Owner. Paragon shall be responsible for any damages to the Building caused by the removal of any equipment installed pursuant to paragraph 1(e).

December 2, 1994

If the terms of this letter are acceptable to you,
please return a copy of this letter to me countersigned below.

Sincerely yours,



John N. Rigsby
President

AGREED AND ACCEPTED:

By:
as general partner

By:

Date: December 5, 1994