

08-07-1998

TRADEMARKS ONLY

TRADEMARKS ONLY



emarks thereof

100787652

1. Name of Party(ies) conveying an interest:

SEE ADDITIONAL SHEET ATTACHED

Entity:

- Individual(s)
- General Partnership
- Corporation-State
- Other - SEE ADDITIONAL SHEET ATTACHED

2. Name and Address of Party(ies) receiving an interest:

Name: Union Bank of California, N.A., as Agent

Address: 445 South Figueroa Street
Los Angeles, California 90071

Entity:

- Individual(s)
- Corporation
- Association
- General Partnership
- Limited Partnership
- Other - National Banking Association

3. Interest Conveyed

- Assignment
- Change of Name
- Security Agreement
- Merger
- Other

Execution Date July 29, 1998

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s) Additional sheet attached? Yes No

A. Trademark Application No(s)

74056,203

B. Trademark Registration No(s)

877,204

5. Please mail documents back to:

Pillsbury Madison & Sutro LLP
1100 New York Avenue, N.W.
Washington, D.C. 20005-3918

6. Number of applications and registrations involved: 2

7. Amount of fee enclosed: \$ 65.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 05550 / 000-0020

C# M#

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Signature

Total number of pages including cover sheet, attachments and document (excluding duplicate cover sheet)

92

Attorney Paul W. Kruse

Date August 4, 1998

Atty/Sec: PWK:teh

Tel: (202) 861-3613

Fax: (202) 822-0944

40.00 EP
25.00 EP
00000002 877894
08/07/1998 TTDH11
01 FEB 41
02 FEB 92

ADDITIONAL SHEET

1. Name of Party(ies) conveying an interest:

Classic Cable Holding, Inc., a Delaware corporation

Ponca Holdings, Inc., a Delaware corporation

Classic Telephone, Inc., a Delaware corporation

Universal Cable Holdings, Inc., a Delaware corporation

Universal Cable Communications Inc., a Delaware corporation

Universal Cable of Beaver, Oklahoma, Inc.,
a Delaware corporation

Universal Cable Midwest, Inc., a Delaware corporation

WT Acquisition Corporation, a Delaware corporation

W.K. Communications, Inc., a Kansas corporation

Television Enterprises, Inc., a Texas corporation

Black Creek Management, L.L.C., a Delaware limited liability
company

Black Creek Communications, L.P., a Delaware limited
partnership

SUBSIDIARY SECURITY AGREEMENT

This SECURITY AGREEMENT, is dated as of July 29, 1998, and made by the undersigned (collectively, the "Grantors"), whose obligations hereunder shall be joint and several, in favor of UNION BANK OF CALIFORNIA, N.A., as Administrative Agent (in such capacity, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below, the "Lenders").

RECITALS

A. The Agent and the Lenders have entered into that certain Credit Agreement dated as of July 29, 1998 (said Agreement, as it may hereafter be amended or otherwise modified from time to time, being called the "Credit Agreement") with Classic Cable, Inc., a Delaware corporation (the "Borrower"). In addition, the Borrower may from time to time be obligated to various Lenders in respect of indebtedness under one or more Interest Rate Agreements (as defined in the Credit Agreement) permitted under the Credit Agreement (such indebtedness being herein referred to as the "Hedging Indebtedness").

B. In connection with the Credit Agreement, the Grantors have entered into that certain Subsidiary Guarantee dated as of even date hereof (as it may hereafter be amended or otherwise modified from time to time, the "Subsidiary Guarantee"), pursuant to which the Grantors have guaranteed the Borrower's obligations under the Credit Agreement.

C. The Credit Agreement requires, and the Grantors desire, that the Grantors' obligations under the Subsidiary Guarantee be secured by this Agreement. In addition, the Grantors anticipate receiving the proceeds from extensions of credit under the Credit Agreement and desire that repayment of such amounts and of any Hedging Indebtedness, including interest thereon, be secured by this Agreement.

D. Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein, and the rules of interpretation set forth in Section 1.2 of the Credit Agreement are incorporated herein by reference.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to enter into the Credit Agreement and for other good and valuable consideration, the receipt and adequacy of which hereby is

acknowledged, each Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. Unless the context otherwise requires, terms defined in the Uniform Commercial Code of the State of New York (the "Uniform Commercial Code") and not otherwise defined in this Agreement or in the Credit Agreement shall have the meanings defined for those terms in the Uniform Commercial Code. In addition, the following terms shall have the meanings respectively set forth after each:

"Certificates" means all certificates, instruments and other documents now or hereafter representing or evidencing any Pledged Securities or any Pledged Limited Liability Company Interests.

"Collateral" means and includes all present and future right, title and interest of the Grantors in or to any personal property or assets whatsoever, whether now owned or existing or hereafter arising or acquired and wheresoever located, and all rights and powers of the Grantors to transfer any interest in or to any personal property or assets whatsoever, including, without limitation, any and all of the following personal property:

(a) All present and future accounts, accounts receivable, agreements, guarantees, contracts (including, without limitation, the Material Contracts, but excluding any contracts to the extent the terms thereof prohibit such assignment and the counterparty's consent to such assignment has not been obtained), leases, licenses, contract rights and rights to payment (collectively, the "Accounts"), together with all instruments, documents, chattel paper, security agreements, guaranties, undertakings, surety bonds, insurance policies, notes and drafts, and all forms of obligations owing to the Grantors or in which the Grantors may have any interest, however created or arising;

(b) All present and future general intangibles, all tax refunds of every kind and nature to which the Grantors now or hereafter may become entitled, however arising, all other refunds, all commitments to extend financing to the Grantors, and all deposits, goodwill, choses in action, trade secrets, computer programs, software, customer lists, trademarks, trade names, patents, licenses, copyrights, technology, processes, proprietary information and insurance proceeds, including, without limitation, the Copyrights, the Patents, the Marks and the goodwill of the Grantors' business connected with and symbolized by the Marks;

(c) All Franchises (including, without limitation, the Franchises described on Schedule H attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) and all pole attachment

agreements, licenses, railroad or highway crossing agreements, property access agreements, programming agreements, private cable agreements and permits and all other contracts, agreements and permits used in connection with or relating to the CATV Systems and Telephone Systems of the Grantors; provided, however, that any Franchise that would by its terms or under applicable law become void, voidable, terminable or revocable by being subjected to the lien of this Agreement or in which a Lien is not permitted to be granted is hereby excluded from such Lien to the extent necessary so as to avoid such voidness, avoidability, terminability or revocability;

(d) All present and future demand, time, savings, passbook, deposit and like accounts (general or special) (collectively, the "Deposit Accounts") in which any Grantor has any interest which are maintained with any bank, savings and loan association, credit union or like organization, including, without limitation, each account listed on Schedule E attached hereto and made a part hereof (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and all money, cash and cash equivalents of the Grantors, whether or not deposited in any Deposit Account;

(e) All present and future books and records, including, without limitation, books of account and ledgers of every kind and nature, all electronically recorded data relating to the Grantors or the business thereof, all receptacles and containers for such records, and all files and correspondence;

(f) All present and future goods, including, without limitation, all equipment, machinery, cables, receivers, amplifiers, test equipment, descramblers, satellite dishes and mounts, modulators, head-end equipment, towers, taps, traps, pedestals, conduits, converters, spare parts, tools, molds, dies, furniture, furnishings, fixtures, trade fixtures, motor vehicles and all other goods used in connection with or in the conduct of each Grantor's business, including, but not limited to, all goods as defined in Section 9-109(2) of the Uniform Commercial Code (collectively, the "Equipment");

(g) All present and future inventory and merchandise, including, without limitation, all present and future goods held for sale or lease or to be furnished under a contract of service, all recorded media, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts and documents of title relating to any of the foregoing (collectively, the "Inventory");

(h) All present and future stocks, bonds, debentures, certificated and uncertificated securities, security entitlements, subscription rights, options, warrants, puts, calls, certificates, securities accounts, commodity contracts,

commodity accounts, partnership interests, limited liability company interests, joint venture interests and investment and/or brokerage accounts, and all other investment properties including, without limitation, the Certificates, the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests, and all rights, preferences, privileges, dividends, distributions (in cash or in kind), redemption payments or liquidation payments with respect thereto;

(i) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(j) All other tangible and intangible personal property of the Grantors;

(k) All rights, remedies, powers and/or privileges of the Grantors with respect to any of the foregoing; and

(l) Any and all proceeds and products of the foregoing, including, without limitation, all money, accounts, general intangibles, deposit accounts, documents, instruments, chattel paper, goods, insurance proceeds and any other tangible or intangible property received upon the sale or disposition of any of the foregoing.

"Copyrights" means all:

(a) copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. 2-Section 101 et seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto (the "Copyright Act"), and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including, without limitation, copyrights for computer programs, source code and object code data bases and related materials and documentation and including, without limitation, the registered copyrights and copyright applications listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and (i) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all of the Grantors' rights corresponding thereto throughout the world;

(b) rights under or interests in any copyright license agreements with any other party, whether any Grantor is a licensee or licensor under any such license agreement, including, without limitation, the copyright license agreements listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and the right to use the foregoing in connection with the enforcement of the Lenders' rights under the Loan Documents; and

(c) copyrightable materials now or hereafter owned by any Grantor, all tangible property embodying the copyrights described in clause (i) hereof or such copyrightable materials, and all tangible property covered by the licenses described in clause (ii) hereof.

"Limited Liability Company/Partnership Acknowledgement" shall have the meaning ascribed to it in Section 4(b) of this Agreement.

"Limited Liability Company Assets" means all assets, whether tangible or intangible and whether real, personal or mixed (including, without limitation, all limited liability company capital and interests in other limited liability companies), at any time owned or represented by any Limited Liability Company Interests.

"Limited Liability Company Interests" means the entire limited liability company interest at any time owned by any Grantor in any Pledged Entity.

"Limited Liability Company/Partnership Notice" shall have the meaning ascribed to it in Section 4(b) of this Agreement.

"Marks" means all (i) trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers for which registrations have been issued or applied for in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world or which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world including, without limitation, the trademarks, trademark registrations, applications, service marks, business names, trade styles, design logos and other source or business identifiers listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any such mark whether any Grantor is a licensor or licensee including, without limitation, the licenses listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (iii) all income, royalties, damages and payments now and hereafter

due and/or payable with respect to any such mark or any such license, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world, (vi) all product specification documents and production and quality control manuals used in the manufacture of products sold under or in connection with such marks, (vii) all documents that reveal the name and address of all sources of supply of, and all terms of purchase and delivery for, all materials and components used in the production of products sold under or in connection with such marks, (viii) all documents constituting or concerning the then current or proposed advertising and promotion by any Grantor, its subsidiaries or licensees of products sold under or in connection with such marks, including, without limitation, all documents that reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and (ix) renewals and proceeds of any of the foregoing.

"Partnership Assets" means all assets, whether tangible or intangible and whether real, personal or mixed (including, without limitation, all partnership capital and interests in other partnerships), at any time owned or represented by any Partnership Interests.

"Partnership Interests" means the entire partnership interest at any time owned by any Grantor in any Pledged Entity.

"Patents" means all (i) letters patent, design patents, utility patents, inventions and trade secrets, all patents and patent applications in the United States Patent and Trademark Office, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, including, without limitation, those patents listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any patent whether any Grantor is a licensor or licensee, (iii) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for and (vi) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

"Pledged Collateral" means the Certificates, the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests.

"Pledged Company" means each corporation set forth in Schedule A attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement).

"Pledged Entity" means each limited liability company and/or each partnership, as applicable, set forth in Schedule A attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), together with any other limited liability company or and any other partnership in which any Grantor may have an interest at any time.

"Pledged Limited Liability Company Interests" means all interests in any limited liability company held by any Grantor, including, but not limited to, those Limited Liability Company Interests identified in Schedule A attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) including, but not limited to, (i) all the capital thereof and such Grantor's interest in all profits, losses, Limited Liability Company Assets and other distributions in respect thereof; (ii) all other payments due or to become due to such Grantor in respect of such Limited Liability Company Interests; (iii) all of such Grantor's claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any in respect of such Limited Liability Company Interests; (iv) all of such Grantor's rights to exercise and enforce every right, power, remedy, authority, option and privilege relating to such Limited Liability Company Interests; and (v) all other property hereafter delivered in substitution for or in addition to any of the foregoing and all certificates and instruments representing or evidencing such other property received, receivable or otherwise distributed in respect of or in exchange for any or all thereof.

"Pledged Partnership Interests" means all interests in any partnership or joint venture held by any Grantor, including, but not limited to, those Partnership Interests identified in Schedule A attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), including but not limited to, (i) all the capital thereof and such Grantor's interest in all profits, losses, Partnership Assets and other distributions in respect thereof; (ii) all other payments due or to become due to such Grantor in respect of such Partnership Interests; (iii) all of such Grantor's claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any in respect of such Partnership Interests; (iv) all of such Grantor's rights to exercise and enforce every right, power, remedy, authority, option and privilege relating to such Partnership Interests; and (v) all other property hereafter delivered in substitution for or in addition to any of the foregoing and all certificates and instruments representing or evidencing such

other property received, receivable or otherwise distributed in respect of or in exchange for any or all thereof.

"Pledged Securities" means all shares of capital stock of any issuer in which any Grantor has an interest, including, but not limited to, those shares of stock identified in Schedule A attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such shares.

"Secured Party" means, collectively, the Agent and the Lenders.

2. Creation of Security Interest. Each Grantor hereby assigns and pledges to the Agent for the ratable benefit of the Lenders, and grants to the Agent for the ratable benefit of the Lenders a security interest in and to, all right, title and interest of such Grantor in and to all presently existing and hereafter acquired Collateral.

3. Security for Obligations. This Agreement and the pledges made and security interests granted herein secure (i) the prompt payment, in full in cash, and full performance of, all obligations of each Grantor now or hereafter existing under any Loan Document or any Interest Rate Agreement to which a Lender is party, whether for principal, interest, fees, expenses or Hedging Indebtedness or otherwise, including, without limitation, all obligations of such Grantor now or hereafter existing under this Agreement and (ii) the prompt repayment of all extensions of credit under the Credit Agreement benefitting such Grantor and, in each case, all interest that accrues (whether or not allowed) at the then applicable rate (including interest at the rate for overdue payments described in Section 2.8(c) of the Credit Agreement) specified in the Credit Agreement on all or any part of any of such obligations after the filing of any petition or pleading against such Grantor for a proceeding under any bankruptcy or related law (collectively, the "Obligations").

4. Delivery of Pledged Collateral.

(a) Each Certificate shall, on (i) the Closing Date (with respect to Certificates existing on such date) and (ii) the day on which such Certificate shall be received or acquired by any Grantor (with respect to Certificates received or acquired after the Closing Date), be delivered to and held by the Agent on behalf of the Lenders and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed undated endorsements, instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Agent.

(b) With respect to each Limited Liability Company Interest and each Partnership Interest, on (i) the Closing Date (with respect to Limited Liability Company Interests and Partnership Interests existing on such date) and (ii) the day on which any Limited Liability Company Interest or any Partnership Interest shall be acquired by any Grantor (with respect to Limited Liability Company Interests and Partnership Interests acquired after the Closing Date), a notice in the form set forth in Schedule G attached hereto (the "Limited Liability Company/Partnership Notice") shall be appropriately completed and delivered to each Pledged Entity, notifying each Pledged Entity of the existence of this Agreement, a certified copy of this Agreement shall be delivered by such Grantor to the relevant Pledged Entity, and such Grantor shall have received and delivered to the Agent a copy of such Limited Liability Company/Partnership Notice, along with an acknowledgment in the form set forth in Schedule G attached hereto (the "Limited Liability Company/Partnership Acknowledgment"), duly executed by the relevant Pledged Entity.

(c) Subject to any necessary prior approval of the FCC or any municipality under a Franchise, the Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, without notice to any Grantor, to transfer to or to direct any Grantor or any nominee of such Grantor to register or cause to be registered in the name of the Agent or any of its nominees any or all of the Pledged Securities, Pledged Limited Liability Company Interests or Pledged Partnership Interests. In addition, the Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Pledged Securities, Pledged Limited Liability Company Interests or Pledged Partnership Interests for certificates or instruments of smaller or larger denominations.

5. Further Assurances.

(a) At any time and from time to time at the reasonable written request of the Agent, any Grantor shall execute and deliver to the Agent, at such Grantor's expense, all such financing statements and other instruments, certificates and documents (including, without limitation, notices to financial institutions holding deposit accounts of such Grantor as to the security interest granted hereby) in form and substance reasonably satisfactory to the Agent, and perform all such other acts as shall be necessary or reasonably desirable to fully perfect or protect or maintain, when filed, recorded, delivered or performed, the Secured Party's security interests granted pursuant to this Agreement or to enable the Lenders to exercise and enforce their rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Grantors shall: (i) at the request of the Agent, mark conspicuously each document included in the Inventory and each other contract relating to the Accounts, and all chattel paper, instruments and other documents and each of its records

pertaining to the Collateral with a legend, in form and substance satisfactory to the Agent, indicating that such document, contract, chattel paper, instrument or Collateral is subject to the security interest granted hereby; (ii) at the request of the Agent, if any Account or contract or other writing relating thereto shall be evidenced by a promissory note or other instrument, deliver and pledge to the Agent, for the ratable benefit of the Lenders, such note or other instrument duly endorsed and accompanied by duly executed undated instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Agent; (iii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and preserve, with the required priority, the security interests granted, or purported to be granted hereby; (iv) upon any Grantor's registration, or application therefor, of any copyright under the Copyright Act, at the Agent's request execute and deliver to the Agent for recordation and filing in the United States Copyright Office a copy of this Agreement or another appropriate copyright mortgage document in form and substance reasonably satisfactory to the Agent; and (v) upon any Grantor's registration, or application therefor, of any Patent or Mark, execute and deliver to the Agent for recordation and filing in the United States Patent and Trademark Office a copy of this Agreement or another appropriate patent or trademark mortgage document, as applicable, in form and substance reasonably satisfactory to the Agent.

(b) At any time and from time to time, the Agent shall be entitled to file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, relative to the Collateral or any part thereof in each instance, and to take all such other actions as the Agent may reasonably deem appropriate to perfect and to maintain perfected the security interests granted herein.

(c) The Grantors hereby authorize the Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of any Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) The Grantors shall furnish to the Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request. Upon any Grantor's obtaining any rights or interests in any additional Deposit Accounts, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to

this Agreement, supplement Schedule E attached hereto to reflect such additional Deposit Accounts. Upon any Grantor's publication or registration, or application for registration, of any copyright under the Copyright Act, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B attached hereto to reflect the publication or registration of such copyright or application therefor. Upon any Grantor's obtaining any rights or interests in any additional Marks, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B attached hereto to reflect such additional Marks. Upon any Grantor's obtaining any rights and interests in any Patents, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B attached hereto to reflect such Patents. Upon any Grantor's receipt or acquisition of any additional shares of capital stock of any Person or any additional partnership interests in any partnership or joint venture, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule A attached hereto to reflect such additional Pledged Collateral. Upon any Grantor's receipt or acquisition of any additional Limited Liability Company Interest or any additional Partnership Interest, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule A attached hereto to reflect such additional Pledged Collateral and, to the extent such Limited Liability Company Interest is certificated, deliver to the Agent the certificates therefor, accompanied by such instruments of transfer as are acceptable to the Agent.

(e) With respect to any Collateral consisting of certificates of title or the like as to which Secured Party's security interest need be perfected by, or the priority thereof need be assured by, notation on the certificate of title pertaining to such Collateral, the Grantors will (i) promptly notify the Agent of the acquisition thereof and (ii) upon demand of the Agent note the lien on such certificate of title in favor of the Lenders.

(f) With respect to any Collateral consisting of certificates of stock, securities, instruments, partnership or joint venture interests, interests in limited liability companies, or the like, the Grantors hereby consent and agree that, upon the occurrence and during the continuance of an Event of Default, subject to any necessary prior approval of the FCC or any municipality under a Franchise, the issuers of, or obligors on, any such Collateral, or any registrar or transfer agent or trustee for any such Collateral, shall be entitled to accept the provisions of this Agreement as conclusive evidence of the right of the Agent to effect any transfer or exercise any right hereunder or with respect to any such Collateral subject

to the terms hereof, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by the Grantors or any other Person to such issuers or such obligors or to any such registrar or transfer agent or trustee.

(g) With respect to any Franchises, the parties acknowledge their intention that, upon the occurrence of an Event of Default, the Agent and the Lenders shall receive, to the fullest extent permitted by Requirements of Law (including, without limitation, the rules and policies of the FCC and any municipality under a Franchise), all rights necessary or desirable to obtain, use or sell such Collateral or to have such Collateral or rights in connection therewith sold for the benefit of the Lenders and, in connection therewith, to assign the Franchises or to have the Franchises assigned, to such purchaser, and to exercise all remedies available to the Lenders under this Agreement, the other Loan Documents, the Uniform Commercial Code and other applicable law.

6. Voting Rights; Dividends; etc. Subject to any necessary prior approval from the FCC or any municipality under a Franchise, so long as no Event of Default shall have occurred and be continuing:

(a) Voting Rights. Each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests (including, but not limited to, all voting, consent, administration, management and other rights and remedies under any stockholder agreement, any partnership agreement or any limited liability company agreement or otherwise with respect to the Pledged Securities, the Pledged Partnership Interests or the Pledged Limited Liability Company Interests), or any part thereof, for any purpose not inconsistent with the terms of this Agreement, the Credit Agreement or the other Loan Documents; provided, however, that no Grantor shall exercise any such right if it would result in a Default.

(b) Dividend and Distribution Rights. Subject to the terms of the Credit Agreement, each Grantor shall be entitled to receive and to retain and use any and all dividends or distributions paid in respect of the Pledged Securities, the Pledged Partnership Interests or the Pledged Limited Liability Company Interests; provided, however, that any and all

(i) non-cash dividends or distributions in the form of capital stock, certificated limited liability company interests, instruments or other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests,

(ii) dividends and other distributions paid or payable in cash in respect of any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and

(iii) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests,

shall forthwith be delivered to the Agent, in the case of (i) above, to be held as Collateral and shall, if received by any Grantor, be received in trust for the benefit of Secured Party, be segregated from the other property of such Grantor and forthwith be delivered to the Agent as Collateral in the same form as so received (with any necessary endorsements), and in the case of (ii) and (iii) above, to be applied to the Obligations to the extent permitted by the Credit Agreement or otherwise to be held as Collateral.

7. Rights as to Pledged Collateral During Event of Default. When an Event of Default has occurred and is continuing, subject to any necessary prior approval of the FCC or any municipality under a Franchise:

(a) Voting, Dividend and Distribution Rights. At the option of the Agent, all rights of each Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 6(a) above, and to receive the dividends and distributions which it would otherwise be authorized to receive and retain pursuant to Section 6(b) above, shall cease, and all such rights shall thereupon become vested in the Agent who shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and to hold as Pledged Collateral such dividends and distributions during the continuance of such Event of Default.

(b) Dividends and Distributions Held in Trust. All dividends and other distributions which are received by any Grantor contrary to the provisions of Section 7(a) of this Agreement shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of such Grantor and forthwith shall be paid over to the Agent as Collateral in the same form as so received (with any necessary endorsements).

(c) Registration. Determination by the Agent to exercise its right to sell pursuant to Section 16 hereof any or all of the Pledged Securities without registering the Pledged Securities under the Securities Act of 1933 shall not, by the sole fact of such sale, be deemed to be commercially unreasonable.

8. Irrevocable Proxy. Each Grantor hereby revokes all previous proxies with regard to the Pledged Securities and the Pledged Limited Liability Company Interests and, subject to any necessary prior approval of the FCC or any municipality under a Franchise, appoints the Agent as its proxyholder and attorney-in-fact to (i) attend and vote at any and all meetings of the shareholders of the corporation(s) which issued the Pledged Securities (whether or not such Pledged Securities are transferred into the name of the Agent), and any adjournments thereof, held on or after the date of the giving of this proxy and prior to the termination of this proxy and to execute any and all written consents, waivers and ratifications of shareholders of such corporation(s) executed on or after the date of the giving of this proxy and prior to the termination of this proxy, with the same effect as if such Grantor had personally attended the meetings or had personally voted its shares or had personally signed the written consents, waivers or ratification, and (ii) to attend and vote at any and all meetings of the members of the Pledged Entities (whether or not such Pledged Limited Liability Company Interests are transferred into the name of the Agent), and any adjournments thereof, held on or after the date of the giving of this proxy and to execute any and all written consents, waivers and ratifications of the Pledged Entities executed on or after the date of the giving of this proxy and prior to the termination of this proxy with the same effect as if such Grantor had personally attended the meetings or had personally voted on its Limited Liability Company Interests or had personally signed the consents, waivers or ratifications; provided, however, that the Agent as proxyholder shall have rights hereunder only upon the occurrence and during the continuance of an Event of Default and subject to Section 16(j) hereof. Each Grantor hereby authorizes the Agent to substitute another Person (which Person shall be a successor to the rights of the Agent hereunder, a nominee appointed by the Agent to serve as proxyholder, or otherwise as approved by such Grantor in writing, such approval not to be unreasonably withheld) as the proxyholder and, upon the occurrence or during the continuance of any Event of Default, hereby authorizes and directs the proxyholder to file this proxy and the substitution instrument with the secretary of the appropriate Pledged Company or the appropriate officer of the Pledged Entity. This proxy is coupled with an interest and is irrevocable until such time as no part of any Commitment or any Letter of Credit remains outstanding and all Obligations have been indefeasibly paid in full.

9. Copyrights.

(a) Royalties. Each Grantor hereby agrees that the use by the Agent or any Lender of the Copyrights as authorized hereunder in connection with the Agent's or the Lenders' exercise of their rights and remedies hereunder shall be without any liability for royalties or other related charges from the Agent or the Lenders to such Grantor.

(b) Restrictions on Future Agreements. Subject to the terms hereof and of the Credit Agreement, each Grantor shall be permitted to manage, license and administer its Copyrights in such manner as such Grantor in its reasonable business judgment deems desirable; provided, however, that if any of the following shall result in a Material Adverse Effect, no Grantor will, without the Agent's prior written consent, (i) abandon any Copyrights in which such Grantor now owns or hereafter acquires any rights or interests, (ii) enter into any license agreements or (iii) take any action, or permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would customarily be taken by a Person in the same business and in similar circumstances as such Grantor.

(c) Duties of Grantors. Each Grantor agrees to: (i) prosecute diligently any copyright application included in the Copyrights, (ii) make application for registration of such uncopyrighted but copyrightable material owned by such Grantor as the Agent reasonably deems appropriate, (iii) place notices of copyright on all copyrightable property produced or owned by such Grantor embodying the Copyrights and use diligent reasonable efforts to have its licensees do the same, (iv) file and prosecute opposition and cancellation proceedings, and (v) take all reasonable action necessary to preserve and maintain all of such Grantor's rights in the Copyrights that are or shall be necessary in the operation of such Grantor's business, including, without limitation, making timely filings for renewals and extensions of registered Copyrights and diligently monitoring unauthorized use thereof; provided that the Grantor shall not be in default of this Agreement for failure to comply with its obligations in clauses (i) - (v) unless such failure could reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by such Grantor. Each Grantor shall give proper statutory notice in connection with its use of each such Copyright to the extent necessary for the protection of each of Copyright. Each Grantor shall notify the Agent of any suits it commences to enforce any Copyright and shall provide the Agent with copies of any documents reasonably requested by the Agent relating to such suits. Neither the Agent nor the Lenders shall have any duty with respect to the Copyrights other than to act lawfully and without gross negligence or willful misconduct. Without limiting the generality of the foregoing, neither the Agent nor the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Copyrights against any other parties, but the Agent may do so at its option upon the occurrence and during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the account of such Grantor and shall be added to the Obligations.

10. Patents and Marks.

(a) Royalties. Each Grantor hereby agrees that any rights granted hereunder to the Agent or any Lender with respect to Patents and Marks shall be applicable to all territories in which such Grantor has the right to use such Patents and Marks, from time to time, and without any liability for royalties or other related charges from the Agent or the Lenders to such Grantor.

(b) Restrictions on Future Agreements. Subject to the terms hereof and of the Credit Agreement, each Grantor shall be permitted to manage, license and administer its Patents and Marks in such manner as such Grantor in its reasonable business judgment deems desirable; provided, however, that if any of the following shall result in a Material Adverse Effect, no Grantor will, without the Agent's prior written consent, (i) abandon any Patent or Mark in which such Grantor now owns or hereafter acquires any rights or interests, (ii) enter into any license agreements or (iii) take any action, or permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would customarily be taken by a Person in the same business and in similar circumstances as such Grantor.

(c) Duties of Grantors. Each Grantor agrees to: (i) prosecute diligently any patent application or trademark application included in the Patents or Marks, (ii) make application on unpatented but patentable inventions owned by such Grantor and on unregistered Marks, as the case may be, as the Agent reasonably deems appropriate, (iii) file and prosecute opposition and cancellation proceedings and (iv) take all reasonable action necessary to preserve and maintain all rights in the Patents and in the Marks that are or shall be necessary in the operation of such Grantor's business, including, without limitation, making timely filings for renewals and extensions of any Patents and Marks and diligently monitoring unauthorized use thereof; provided that the Grantor shall not be in default of this Agreement for failure to comply with its obligations in clauses (i) - (iv) unless such failure could reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by such Grantor. Each Grantor shall give proper statutory notice in connection with its use of each such Mark to the extent necessary for the protection of each of the Marks. Each Grantor shall notify the Agent of any suits it commences to enforce any Patents and Marks and shall provide the Agent with copies of any documents reasonably requested by the Agent relating to such suits. Neither the Agent nor the Lenders shall have any duty with respect to the Patents and Marks other than to act lawfully and without gross negligence or willful misconduct. Without limiting the generality of the foregoing, neither the Agent nor the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Patents and Marks against

any other parties, but the Agent may do so at its option upon the occurrence and during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the account of such Grantor and shall be added to the Obligations.

11. Grantors' Representations and Warranties. Each Grantor represents and warrants as follows:

(a) (i) The locations listed on Schedule C attached hereto and made a part hereof constitute all locations at which Inventory and/or Equipment are located; (ii) the chief executive office of each Grantor, where such Grantor keeps its records concerning the Collateral and the chattel paper evidencing the Collateral, is located at the address set forth for each Grantor on Schedule D attached hereto and made a part hereof; (iii) all records concerning any Account, any Material Contracts and all originals of all contracts and other writings which evidence any Account are located at the addresses listed on Schedule D attached hereto; (iv) each Grantor has exclusive possession and control of the Equipment and the Inventory; and (v) each trade name or other fictitious name under which each Grantor conducts business, or has conducted business in the 12-month period preceding the Closing Date, is set forth on Schedule 3.5 to the Credit Agreement.

(b) Each Grantor is the legal and beneficial owner of the Collateral free and clear of all Liens except for Liens permitted by Section 6.3 of the Credit Agreement. Each Grantor has the power, authority and legal right to grant the security interests in the Collateral purported to be granted hereby, and to execute, deliver and perform this Agreement. The pledge of the Collateral pursuant to this Agreement creates a valid security interest in the Collateral. Upon the filing of appropriate financing statements in the filing offices set forth on Schedule F attached hereto, the recordation of appropriate documentation with the United States Copyright Office and the United States Patent and Trademark Office, as applicable, the giving of a Limited Liability Company/Partnership Notice to the Pledged Entities, the delivery to the Agent of the Certificates, as the case may be, the Secured Parties will have a first-priority (except for any Liens or security interests permitted under Section 6.3 of the Credit Agreement) perfected security interest in the Collateral.

(c) The Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests have been duly authorized and validly issued and are validly existing, fully paid and nonassessable. None of the Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests are or will be subject to any contractual restriction, or any restriction under the charter or by-laws of the issuer of such Collateral, upon the transfer of

such Collateral (except for any such restriction contained herein).

(d) No consent of any Person, including, without limitation, any partner in a partnership with respect to which any Grantor has pledged its interest as a Pledged Partnership Interest or any member in a Pledged Entity, is required, or if required has not been obtained, for the pledge by such Grantor of the Collateral.

(e) The Pledged Securities described on Schedule A attached hereto constitute (i) all of the shares of capital stock of any Person owned by each Grantor, (ii) that percentage of the issued and outstanding shares of the respective issuers thereof indicated on Schedule A attached hereto and (iii) together with the shares of such issuers pledged under other Loan Documents, 100% of the issued and outstanding shares of such issuers, and there is no other class of shares issued and outstanding of the respective issuers thereof except as set forth on Schedule A attached hereto. The Pledged Partnership Interests described on Schedule A attached hereto constitute (i) all of the Partnership Interests in which each Grantor has an interest, (ii) that percentage of the outstanding interests of each such Pledged Entity as set forth on Schedule A attached hereto and (iii) together with the interests of such Pledged Entity pledged under other Loan Documents, 100% of the outstanding interests of each such Pledged Entity. The Pledged Limited Liability Company Interests described on Schedule A attached hereto constitute (i) all of the Limited Liability Company Interests owned by each Grantor and (ii) 100% of the outstanding interests in each such Pledged Entity indicated on Schedule A attached hereto.

(f) Subject to Section 16(j) hereof, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority (other than such authorizations, approvals and other actions as have already been taken and are in full force and effect) is required (A) for the pledge of the Collateral or the grant of the security interest in the Collateral by any Grantor hereby or for the execution, delivery or performance of this Agreement by any Grantor, or (B) for the exercise by the Agent of the voting rights in the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests or of any other rights or remedies in respect of the Collateral hereunder except as may be required in connection with any disposition of Collateral consisting of securities by laws affecting the offering and sale of securities generally.

(g) No Grantor now owns, is a licensee of, or has applied for any Patents.

(h) The deposit accounts listed on Schedule E attached hereto and made a part hereof constitute all deposit accounts maintained by each Grantor.

(i) Each Grantor, upon request of the Agent, shall cause the Agent to be listed as the lienholder on the certificates of title covering any motor vehicle within 120 days of such request, and at any time after the occurrence and during the continuance of an Event of Default, shall deliver evidence of the same to the Agent.

12. Grantors' Covenants. In addition to the other covenants and agreements set forth herein and in the other Loan Documents, and except as otherwise expressly set forth in the Credit Agreement, each Grantor covenants and agrees as follows:

(a) Such Grantor will pay, prior to delinquency, all taxes, charges, Liens and assessments against the Collateral owned by it, except those with respect to which the amount or validity is being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of such Grantor.

(b) The Collateral will not be used in violation of any material law, regulation or ordinance or any Requirement of Law applicable to any Grantor owning it, nor used in any way that will void or impair any insurance required to be carried in connection therewith.

(c) Such Grantor will keep the Collateral in reasonably good repair, working order and operating condition (normal wear and tear excluded), and from time to time make all necessary and proper repairs, renewals, replacements, additions and improvements thereto and, as appropriate and applicable, will otherwise deal with the Collateral in all such ways as are considered customary practice by owners of like property.

(d) Such Grantor will take all reasonable steps to preserve and protect the Collateral.

(e) Such Grantor will maintain all insurance coverage required pursuant to the Loan Documents.

(f) Such Grantor will promptly notify the Agent in writing in the event of any material damage to the Collateral from any source whatsoever.

(g) No Grantor will (i) establish any location of Inventory or Equipment not listed on Schedule C attached hereto, (ii) move its principal place of business, chief executive offices or any other office listed on Schedule D attached hereto or (iii) adopt, use or conduct business under any trade name or other corporate or fictitious name not disclosed on Schedule 3.5 to the Credit Agreement, except upon not less than 30 days'

prior notice to the Agent and such Grantor's prior compliance with all applicable requirements of Section 5 hereof necessary to perfect the Lenders' security interest hereunder.

(h) No Grantor shall withdraw as a member of any Pledged Entity, or file or pursue or take any action which may, directly or indirectly, cause a dissolution or liquidation of or with respect to any Pledged Entity or seek a partition of any property of any Pledged Entity.

(i) Subject to the provisions of Section 16(j) hereof, each Grantor agrees to take any action which the Agent may reasonably request in order to obtain from the FCC or any municipality under a Franchise, such approval as may be necessary to enable the Lenders to exercise and enjoy the full rights and benefits granted to them by this Agreement, including, without limitation, the use of such Grantor's best efforts to assist in obtaining the approval of the FCC or any municipality under a Franchise for any action or transaction contemplated by this Agreement for which such approval is required by law.

13. Agent's Rights Regarding Collateral. At any time and from time to time, the Agent (for the benefit of Secured Party) may, to the extent necessary or desirable to protect the security hereunder, but the Agent shall not be obligated to: (a) (whether or not a Default has occurred) itself or through its representatives, at its own expense, upon reasonable notice and at such reasonable times during usual business hours, visit and inspect any Grantor's properties and examine and make abstracts from any of its books and records at any reasonable time and as often as may reasonably be desired and discuss the business, operations, properties and financial and other condition of any Grantor and its Subsidiaries with officers and employees of such Grantor and its Subsidiaries and with its Accountants or (b) if an Event of Default has occurred and is continuing, at the expense of the Grantors, perform any obligation of any Grantor under this Agreement. At any time and from time to time after an Event of Default has occurred and is continuing, at the expense of the Grantors, the Agent (for the benefit of Secured Party) may, to the extent necessary or desirable to protect the security hereunder, but the Agent shall not be obligated to: (i) notify obligors on the Collateral that the Collateral has been assigned as security to the Agent for the benefit of Secured Party; (ii) at any time and from time to time request from obligors on the Collateral, in the name of any Grantor or in the name of each Secured Party, information concerning the Collateral and the amounts owing thereon; and (iii) direct obligors under the contracts included in the Collateral to which any Grantor is party to direct their performance to the Agent or the Lenders. Each Grantor shall keep proper books and records and accounts in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all material dealings and transactions pertaining to the

Collateral. The Agent shall at all reasonable times on reasonable notice have full access to and the right to audit any and all of any Grantor's books and records pertaining to the Collateral, and to confirm and verify the value of the Collateral. Neither the Agent nor the Lenders shall be under any duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral, to exercise any voting rights or managerial rights with respect to any Collateral or to make or give any presentments for payment, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor or notices of any other nature whatsoever in connection with the Collateral or the Obligations. Neither the Agent nor the Lenders shall be under any duty or obligation whatsoever to take any action to protect or preserve the Collateral or any rights of any Grantor therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith. Nothing contained herein or in any Consent shall constitute an assumption by the Lenders of any obligations of any Grantor under the contracts assigned hereunder unless the Agent shall have given written notice to the counterparty to such assigned contract of the Lenders' intention to assume such contract. Each Grantor shall continue to be liable for performance of its obligations under such contracts.

Nothing contained herein shall be construed to make the Agent or any Lender liable as a stockholder of any Pledged Company, member of any Pledged Entity or partner in any Pledged Entity with respect to which any Grantor has pledged its interest in Pledged Securities, a Pledged Limited Liability Company Interest or a Pledged Partnership Interest, and the Agent or any Lenders by virtue of this Agreement or otherwise (except as referred to in the following sentence) shall not have any of the duties, obligations or liabilities of a stockholder of any Pledged Company, member of any Pledged Entity or partner in any Pledged Entity. The parties hereto expressly agree that, unless the Agent shall become the absolute owner of Pledged Securities, Pledged Partnership Interest or a Pledged Limited Liability Company Interest pursuant hereto, this Agreement shall not be construed as creating a partnership or joint venture among the Agent, any Lender, any Pledged Entity such corporation or any Pledged Entity the Borrower and/or any Grantor. Except as provided in the immediately preceding sentence, the Agent, by accepting this Agreement, does not intend to become a stockholder of any Pledged Company, member of any Pledged Entity or partner in any Pledged Entity with respect to which any Grantor has pledged its interest in Pledged Securities, a Pledged Limited Liability Company Interest or a Pledged Partnership Interest, or otherwise be deemed to be a co-venturer with respect to any Grantor or any Pledged Company or Pledged Entity, either before or after an Event of Default shall have occurred.

14. Collections on the Collateral. Except as provided to the contrary in the Credit Agreement, each Grantor shall have the right to use and to continue to make collections on and receive dividends and other proceeds of all of the Collateral in the ordinary course of business so long as no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, at the option of the Agent, each Grantor's right to make collections on and receive dividends and other proceeds of the Collateral and to use or dispose of such collections and proceeds shall terminate, and any and all dividends, proceeds and collections, including, without limitation, all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by such Grantor in trust for Secured Party and immediately delivered in kind to the Agent (duly endorsed to the Agent, if required), to be applied to the Obligations or held as Collateral, as the Agent shall elect. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right at all times to receive, receipt for, endorse, assign, deposit and deliver, in the name of the Agent or the Lenders or in the name of any Grantor, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; and each Grantor hereby authorizes the Agent to affix, by facsimile signature or otherwise, the general or special endorsement of such Grantor, in such manner as the Agent shall deem advisable, to any such instrument in the event the same has been delivered to or obtained by the Agent without appropriate endorsement, and the Agent and any collecting bank are hereby authorized to consider such endorsement to be a sufficient, valid and effective endorsement by such Grantor, to the same extent as though it were manually executed by the duly authorized representative of such Grantor, regardless of by whom or under what circumstances or by what authority such endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and each Grantor hereby expressly waives demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument.

15. Possession of Collateral by Agent. All the Collateral now, heretofore or hereafter delivered to the Agent shall be held by the Agent in its possession, custody and control. Any or all of the Collateral delivered to the Agent constituting cash or cash equivalents shall, prior to the occurrence of any Event of Default, be held in an interest-bearing account with one or more of the Lenders, and shall be, upon request of any Grantor owning it, invested in investments permitted by Section 6.7 of the Credit Agreement. Nothing herein shall obligate Agent to obtain any particular return thereon. Upon the occurrence and during the continuance of an Event of Default, whenever any of the Collateral is in the Agent's possession, custody or control, the Agent may use, operate and consume the Collateral, whether for the purpose of preserving and/or

protecting the Collateral, or for the purpose of performing any obligations of any Grantor with respect thereto, or otherwise, and, subject to the terms of Section 9.7 of the Credit Agreement, any or all of the Collateral delivered to the Agent constituting cash or cash equivalents shall be applied by the Agent to payment of the Obligations to the extent permitted by the terms of the Credit Agreement or otherwise held as Collateral as the Agent shall elect. The Agent may at any time deliver or redeliver the Collateral or any part thereof to any Grantor, and the receipt of any of the same by such Grantor shall be complete and full acquittance for the Collateral so delivered, and the Agent thereafter shall be discharged from any liability or responsibility arising after such delivery to such Grantor. So long as the Agent exercises reasonable care with respect to any Collateral in its possession, custody or control, neither the Agent nor the Lenders shall have any liability for any loss of or damage to any Collateral, and in no event shall the Agent or the Lenders have liability for any diminution in value of Collateral occasioned by economic or market conditions or events, absent the gross negligence or willful misconduct of the Agent or any of the Lenders. The Agent shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of the Agent is accorded treatment substantially equal to that which the Agent accords similar property for its own account, it being understood that neither the Agent nor the Lenders shall have any responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Agent or any Lender has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

16. Remedies.

(a) Rights Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall be in default hereunder and the Agent for the benefit of the Secured Party shall have, in any jurisdiction where enforcement is sought, in addition to all other rights and remedies that the Agent on behalf of Secured Party may have under this Agreement and under applicable laws or in equity, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any such jurisdiction in effect at that time, and in addition the following rights and remedies, all of which may be exercised with or without further notice to any Grantor except such notice as may be specifically required by applicable law: (i) to foreclose the Liens and security interests created hereunder or under any other Loan Document by any available judicial procedure or without judicial process; (ii) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing,

preparing, processing, taking possession of or removing the same; (iii) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be commercially reasonable; (iv) to notify obligors on the Collateral that the Collateral has been assigned to the Agent for the benefit of Secured Party and that all payments thereon, or performance with respect thereto, are to be made directly and exclusively to the Agent for the account of Secured Party; (v) to collect by legal proceedings or otherwise all dividends, distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (vi) to enter into any extension, reorganization, disposition, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith the Agent may deposit or surrender control of the Collateral and/or accept other property in exchange for the Collateral as the Agent reasonably deems appropriate and is commercially reasonable; (vii) to settle, compromise or release, on terms acceptable to the Agent, in whole or in part, any amounts owing on the Collateral and/or any disputes with respect thereto; (viii) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of the Agent for the benefit of Secured Party or in the name of any Grantor; (ix) to enforce payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of Secured Party or in the name of any Grantor, any and all steps, actions, suits or proceedings deemed necessary or reasonably desirable by the Agent to effect collection of or to realize upon the Collateral, including, without limitation, any judicial or nonjudicial foreclosure thereof or thereon, and each Grantor specifically consents to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by the Secured Party which may release any obligor from personal liability on any of the Collateral, and each Grantor waives, to the extent permitted by applicable law, any right to receive notice of any public or private judicial or nonjudicial sale or foreclosure of any security or any of the Collateral, and any money or other property received by the Agent in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by Agent or any Grantor may be applied by the Agent, without notice to any Grantor, to the Obligations in such order and manner as the Agent in its sole discretion shall determine; (x) to insure, protect and preserve the Collateral; (xi) to exercise all rights, remedies, powers or privileges provided under any of the Loan Documents; and (xii) to remove, from any premises where the same may be located, the Collateral and any and all documents, instruments, files and records, and any receptacles and cabinets containing the same, relating to the Collateral, and the Agent may, at the cost and expense of the Grantors, use such of its

supplies, equipment, facilities and space at its places of business as may be necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the Collateral or to properly administer and control the handling of collections and realizations thereon, and the Agent shall be deemed to have a rent-free tenancy of any premises of any Grantor for such purposes and for such periods of time as reasonably required by the Agent. Each Grantor will, at the Agent's request, assemble the Collateral and make it available to the Agent at places which the Agent may designate, whether at the premises of such Grantor or elsewhere, and will make available to the Agent, free of cost, all premises, equipment and facilities of such Grantor for the purpose of the Agent's taking possession of the Collateral or storing the same or removing or putting the Collateral in salable form or selling or disposing of the same.

(b) Possession by Agent. Upon the occurrence and during the continuance of an Event of Default, the Agent also shall have the right, without notice or demand, either in person, by agent or by a receiver to be appointed by a court in accordance with the provisions of applicable law (and each Grantor hereby expressly consents, to the fullest extent permitted by applicable law, upon the occurrence and during the continuance of an Event of Default to the appointment of such a receiver), and, to the extent permitted by applicable law, without regard to the adequacy of any security for the Obligations, to take possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof. The taking possession of the Collateral by the Agent shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by said court.

(c) Sale of Collateral. Any public or private sale or other disposition of the Collateral may be held at any office of Agent, or at any Grantor's place of business, or at any other place permitted by applicable law, and without the necessity of the Collateral's being within the view of prospective purchasers. The Agent may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine provided such sale is commercially reasonable, and each Grantor expressly waives, to the extent permitted by applicable law, any right to direct the order and manner of sale of any Collateral. The Agent or any Person acting on the Agent's behalf may bid and purchase at any such sale or other disposition. In addition to the other rights of the Agent and the Lenders hereunder, each Grantor hereby grants to the Agent and the Lenders a license or other right to use, without charge, but only after the occurrence and during the continuance of an Event of Default, any Grantor's labels, copyrights, patents, rights of use of any name, trade names, trademarks and advertising matter, or any property of a similar

nature, including, without limitation, the Copyrights, the Patents and the Marks in advertising for sale and selling any Collateral.

(d) Notice of Sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Agent will give the Grantors reasonable notice of the time and place of any public sale thereof or of the time on or after which any private sale thereof is to be made. The requirement of reasonable notice conclusively shall be met if such notice is mailed, certified mail, postage prepaid, to such Grantor at its address set forth on the signature page hereto or delivered or otherwise sent to such Grantor, at least ten (10) Business Days before the date of the sale. Each Grantor expressly waives, to the fullest extent permitted by applicable law, any right to receive notice of any public or private sale of any Collateral or other security for the Obligations except as expressly provided for in this paragraph. The Agent shall not be obligated to make any sale of the Collateral if it shall determine not to do so regardless of the fact that notice of sale of the Collateral may have been given. The Agent may, without notice or publication, except as required by applicable law, adjourn the sale from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice (except as required by applicable law), be made at the time and place to which the same was so adjourned.

(e) Private Sales. With respect to any Collateral consisting of securities, partnership interests, membership interests, joint venture interests or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable laws, the Agent may, in its sole and absolute discretion, sell all or any part of such Collateral at private sale in such manner and under such circumstances as the Agent may deem necessary or advisable in order that the sale may be lawfully conducted in a commercially reasonable manner. Without limiting the foregoing, the Agent may (i) approach and negotiate with a limited number of potential purchasers, and (ii) restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, each Grantor agrees to the extent permitted by applicable law that if such Collateral is sold for a price which is commercially reasonable, then (A) no Grantor shall be entitled to a credit against the Obligations in an amount in excess of the purchase price, and (B) the Lenders shall not incur any liability or responsibility to any Grantor in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. Each Grantor recognizes that a ready market may not exist for such Collateral if it is not regularly traded on a

recognized securities exchange, and that a sale by the Agent of any such Collateral for an amount less than a pro rata share of the fair market value of the issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded.

(f) Title of Purchasers. Upon consummation of any sale of Collateral hereunder, the Agent on behalf of Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of any Grantor or any other Person claiming through any Grantor, and each Grantor hereby waives (to the extent permitted by applicable laws) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, the Agent shall not be required to apply any portion of the sale price to the Obligations until such amount actually is received by the Agent, and any Collateral so sold may be retained by the Agent until the sale price is paid in full by the purchaser or purchasers thereof. Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

(g) Disposition of Proceeds of Sale. The proceeds resulting from the collection, liquidation, sale or other disposition of the Collateral shall be applied, first, to the reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) of retaking, holding, storing, processing and preparing for sale, selling, collecting and liquidating the Collateral, and the like; second, to the satisfaction of all Obligations; and third, any surplus remaining after the satisfaction of all Obligations, provided no Commitment exists and no Letter of Credit remains outstanding, to be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(h) Certain Waivers. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands against the Agent and the Lenders arising out of the repossession, retention or sale of the Collateral, or any part or parts thereof, except to the extent any such claims, damages and awards arise out of the gross negligence or willful misconduct of the Agent or the Lenders.

(i) Remedies Cumulative. The rights and remedies provided under this Agreement are cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights and remedies provided by law or equity.

(j) Certain Regulatory Requirements. Any provision contained herein to the contrary notwithstanding, no action shall be taken hereunder by the Agent or any Lender with respect to any item of Collateral unless and until all applicable requirements (if any) of the FCC under the Communications Act and the respective rules and regulations thereunder and thereof, as well as any other federal, state or local laws, rules and regulations of other regulatory or governmental bodies (including, without limitation, any municipality that has issued any Franchise to any Grantor) applicable to or having jurisdiction over such Grantor (or any entity under the control of such Grantor), have been satisfied with respect to such action and there have been obtained such consents, approvals and authorizations (if any) as may be required to be obtained from the FCC, any operating municipality and any other governmental authority under the terms of any Franchise, any license or similar operating right held by such Grantor (or any entity under the control of such Grantor). It is the intention of the parties hereto that the Liens in favor of the Agent on the Collateral shall in all relevant aspects be subject to and governed by said statutes, rules and regulations and the Franchise(s) and that nothing in this Agreement shall be construed to diminish the control exercised by any Grantor except in accordance with the provisions of such statutory requirements, rules and regulations and the Franchises. Each Grantor agrees that upon request from time to time by the Agent it will use its best efforts to obtain any governmental, regulatory or third party consents, approvals or authorizations referred to in this Section 16(j).

(k) Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to this Section 16 are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, any Grantor shall remain liable for any deficiency.

17. Agent Appointed Attorney-in-Fact. Subject to Section 16(j) hereof, each Grantor hereby irrevocably appoints the Agent as such Grantor's attorney-in-fact, effective upon and during continuance of an Event of Default, with full authority in the place and stead of such Grantor, and in the name of such Grantor, or otherwise, from time to time, in the Agent's sole and absolute discretion to do any of the following acts or things: (a) to do all acts and things and to execute all documents necessary or advisable to perfect and continue perfected the security interests created by this Agreement and to preserve, maintain and protect the Collateral; (b) to do any and every act which any Grantor is obligated to do under this Agreement; (c) to prepare, sign, file and record, in any Grantor's name, any financing statement covering the Collateral; (d) to endorse and transfer the Collateral upon foreclosure by the Agent; (e) to grant or issue an exclusive or nonexclusive license under the Copyrights, the Patents or the Marks to anyone upon foreclosure by the Agent; (f) to assign, pledge, convey or

otherwise transfer title in or dispose of the Copyrights, the Patents or the Marks to anyone upon foreclosure by the Agent; and (g) to file any claims or take any action or institute any proceedings which the Agent may reasonably deem necessary or desirable for the protection or enforcement of any of the rights of the Lenders with respect to any of the Copyrights, the Patents and the Marks; provided, however, that the Agent shall be under no obligation whatsoever to take any of the foregoing actions, and neither the Agent nor the Lenders shall have any liability or responsibility for any act or omission (other than the Agent's or the Lenders' own gross negligence or willful misconduct) taken with respect thereto.

18. Costs and Expenses. Each Grantor agrees to pay to the Agent all reasonable costs and out-of-pocket expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Agent in the enforcement or attempted enforcement of this Agreement, whether or not an action is filed in connection therewith, and in connection with any waiver or amendment of any term or provision hereof. All reasonable advances, charges, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred or paid by the Agent in exercising any right, privilege, power or remedy conferred by this Agreement (including, without limitation, the right to perform any Obligation of any Grantor), or in the enforcement or attempted enforcement thereof, shall be secured hereby and shall become a part of the Obligations and shall be due and payable to the Agent by the Grantors on demand therefor.

19. Transfers and Other Liens. Each Grantor agrees that, except as specifically permitted under the Credit Agreement or any other Loan Document, it will not (i) sell, assign, exchange, transfer or otherwise dispose of, or contract to sell, assign, exchange, transfer or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral, except for Liens in favor of the Agent for the benefit of the Lenders. To the extent any Collateral permitted to be sold, or otherwise disposed of is sold or disposed of, such sale or disposition shall be for fair value.

20. Understandings With Respect to Waivers and Consents. Each Grantor warrants and agrees that each of the waivers and consents set forth herein are made with full knowledge of their significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which any Grantor otherwise may have against Secured Party or others, or against any Collateral. If any of the waivers or consents herein are determined to be unenforceable under applicable law, such waivers and consents shall be effective to the maximum extent permitted by law.

21. Indemnity. Each Grantor agrees to indemnify the Agent and the Lenders from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result from the Agent's or the Lenders' gross negligence or willful misconduct.

22. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by any Grantor herefrom (other than supplements to the Schedules hereto in accordance with the terms of this Agreement) shall in any event be effective unless the same shall be in writing and made in accordance with Section 9.1 of the Credit Agreement, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

23. Notices. All notices and other communications provided for hereunder shall be given in the manner set forth in Section 9.2 of the Credit Agreement, and if to the Agent, to the address set forth for it in Section 9.2 of the Credit Agreement and if to any Grantor, to the address set forth for it on the signature page hereof.

24. Continuing Security Interest; Successors and Assigns.
(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until indefeasible payment in full in cash of the Obligations and the termination or expiration of the Commitments and the Letters of Credit, (ii) be binding upon each Grantor, its successors and assigns and (iii) inure, together with the rights and remedies of the Lenders hereunder, to the benefit of the Agent, any successor Agent and the Lenders, subject to the terms and conditions of the Credit Agreement. Subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans, Commitments, participations in Letters of Credit, or any rights in Collateral held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Agent or Lender herein or otherwise. Nothing set forth herein or in any other Loan Document is intended or shall be construed to give to any other party any right, remedy or claim under, to or in respect of this Agreement or any other Loan Document or any Collateral. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefor, provided that, none of the rights or obligations of any Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Lenders.

25. Release of Grantors. (a) This Agreement and all obligations of any Grantor hereunder and all security interests granted hereby shall be released and terminated when all Obligations have been indefeasibly paid in full in cash and when

all Commitments and all Letters of Credit have expired or have otherwise been terminated. Upon such release and termination of all Obligations and such expiration or termination of all Commitments and all Letters of Credit and the security interest hereunder, all rights in and to the Collateral pledged or assigned by each Grantor hereunder shall automatically revert to such Grantor, and the Agent and the Lenders shall return any pledged Collateral in their possession to such Grantor, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to such Grantor, or to the Person or Persons legally entitled thereto, and to evidence or document the release of the interests of Secured Party arising under this Agreement, all as reasonably requested by, and at the sole expense of, such Grantor.

(b) The Agent agrees that if an Asset Disposition permitted under the Credit Agreement occurs, the Agent shall release the Collateral that is the subject of such Asset Disposition to the pledging Grantor free and clear of the Lien and security interest under this Agreement, provided that so long as any Obligations remain outstanding under the Credit Agreement or any Commitment or Letter of Credit remains outstanding, the Agent shall have no obligation to make such release until arrangements reasonably satisfactory to it have been made for delivery to it of any Net Proceeds of any Asset Disposition required to be used to prepay the Loans pursuant to Section 2.5 of the Credit Agreement.

26. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

27. Covenant Not to Issue Uncertificated Securities. Each Grantor represents and warrants to the Lenders that all of the Pledged Securities are in certificated form (as contemplated by Article 8 of the Uniform Commercial Code), and covenants to the Lenders that such Grantor will not permit any issuer of Pledged Securities to issue any securities in uncertificated form or seek to convert all or any part of any Pledged Securities into uncertificated form (as contemplated by Article 8 of the Uniform Commercial Code).

28. Covenant Not to Dilute Interests of Secured Party in Securities. Each Grantor represents, warrants and covenants to Secured Party that such Grantor will (i) not at any time cause or permit any issuer of Pledged Securities to issue any additional capital stock or any warrant options or other rights to acquire any additional capital stock, other than to a Grantor or as otherwise permitted under the Credit Agreement and (ii) pledge to the Agent in accordance with the terms hereof,

immediately upon such Grantor's acquisition (directly or indirectly) thereof, any and all additional shares of stock or other securities of each issuer of the Pledged Securities.

29. Pledged Limited Liability Interests and Pledged Partnership Interests/Covenant Not to Dilute. Each Grantor represents, warrants and covenants to Secured Party that all of the Pledged Limited Liability Company Interests and the Pledged Partnership Interests are in uncertificated form (as contemplated by Article 8 of the Uniform Commercial Code), and covenants to the Lenders that such Grantor will (i) not at any time cause or permit any Pledged Entities to issue any additional membership or partnership interests or any other rights or options to acquire any additional limited liability company interests or any additional partnership interests, other than to a Grantor or as otherwise permitted under the Credit Agreement, and (ii) pledge to the Agent in accordance with the terms hereof, immediately upon such Grantor's acquisition (directly or indirectly) thereof, any and all additional Limited Liability Company Interests or additional Partnership Interests of each Pledged Entity.

30. Joint and Several Nature of Grantors' Obligations. Each Grantor acknowledges that its obligations hereunder are joint and several. Each Grantor further acknowledges that upon the occurrence and during the continuance of any Event of Default caused by the other Grantor, it will be in default hereunder, and the Agent for the benefit of the Secured Party will be entitled to exercise its remedies, rights and privileges set forth herein with respect to all or any part of any Collateral whether or not such Collateral was pledged hereunder by the Grantor causing such Event of Default. Each Grantor further acknowledges that the Agent will be entitled to seek from such Grantor or add on to the Obligations all or any part of the costs stated to be borne by any Grantor hereunder whether or not such costs were caused to be incurred by such Grantor.

31. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

32. Copies of Certificates, Etc. Whenever any Grantor is required to deliver notices, certificates, opinions, statements or other information hereunder to the Agent for delivery to any Lender, it shall do so in such number of copies as the Agent shall reasonably specify.

IN WITNESS WHEREOF, each Grantor has executed this Agreement by its duly authorized representative(s) as of the date first written above.

CLASSIC CABLE HOLDING, INC.

By: J. Merritt Belisle
Name: J. Merritt Belisle
Title: Chief Executive Officer

PONCA HOLDINGS, INC.

By: J. Merritt Belisle
Name: J. Merritt Belisle
Title: Chief Executive Officer

CLASSIC TELEPHONE, INC.

By: J. Merritt Belisle
Name: J. Merritt Belisle
Title: Chief Executive Officer

UNIVERSAL CABLE HOLDINGS, INC.

By: J. Merritt Belisle
Name: J. Merritt Belisle
Title: Chief Executive Officer

UNIVERSAL CABLE COMMUNICATIONS
INC.

By: J. Merritt Belisle
Name: J. Merritt Belisle
Title: Chief Executive Officer

UNIVERSAL CABLE OF BEAVER,
OKLAHOMA, INC.

By: J. Merritt Belisle
Name: J. Merritt Belisle
Title: Chief Executive Officer

UNIVERSAL CABLE MIDWEST, INC.

By: J. Merritt Belisle
Name: J. Merritt Belisle
Title: Chief Executive Officer

WT ACQUISITION CORPORATION

By: J. Merritt Belisle
Name: J. Merritt Belisle
Title: Chief Executive Officer

W.K. COMMUNICATIONS, INC.

By: J. Merritt Belisle
Name: J. Merritt Belisle
Title: Chief Executive Officer

TELEVISION ENTERPRISES, INC.

By: J. Merritt Belisle
Name: J. Merritt Belisle
Title: Chief Executive Officer

BLACK CREEK MANAGEMENT, L.L.C.

By: Classic Cable, Inc.
sole member

By: J. Merritt Belisle
Name: J. Merritt Belisle
Title: Chief Executive Officer

BLACK CREEK COMMUNICATIONS, L.P.

By: Black Creek Management,
L.L.C.
its General Partner

By: Classic Cable, Inc.
sole member

By: J. Merritt Belisle
Name: J. Merritt Belisle
Title: Chief Executive Officer

Address for each Grantor:


515 Congress Avenue
Suite 2626
Austin, Texas 78701

Facsimile: (713) 864-7705

STATE OF TEXAS §
 § ss.
COUNTY OF TRAVIS §

Before me, *Tricia Jackson Hastings*, a Notary Public in and for the State of Texas, personally appeared *J. Merritt Belisle*, Chief Executive Officer of *PONCA HOLDINGS, INC.*, a Delaware corporation, personally known to me to be the person and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.


WITNESS my hand and official seal, this 25th day of July, 1998.


NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
 § ss.
COUNTY OF TRAVIS §

Before me, *Tricia Jackson Hastings*, a Notary Public in and for the State of Texas, personally appeared *J. Merritt Belisle*, Chief Executive Officer of *CLASSIC TELEPHONE, INC.*, a Delaware corporation, personally known to me to be the person and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.


WITNESS my hand and official seal, this 25th day of July, 1998.


NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
 § SS:
COUNTY OF TRAVIS §

Before me, Tricia Jackson Hastings, a Notary Public in and for the State of Texas, personally appeared J. Merritt Belisle, Chief Executive Officer of UNIVERSAL CABLE HOLDINGS, INC., a Delaware corporation, personally known to me to be the person and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.

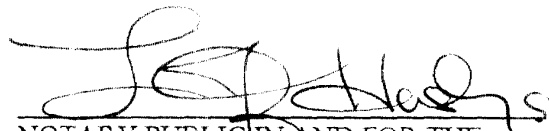
WITNESS my hand and official seal, this 25th day of July, 1998.


NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
 § SS:
COUNTY OF TRAVIS §

Before me, Tricia Jackson Hastings, a Notary Public in and for the State of Texas, personally appeared J. Merritt Belisle, Chief Executive Officer of UNIVERSAL CABLE COMMUNICATIONS, INC., a Delaware corporation, personally known to me to be the person and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.

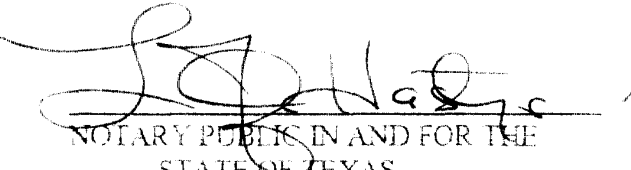
WITNESS my hand and official seal, this 25th day of July, 1998.


NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
 § as.
COUNTY OF TRAVIS §

Before me, Tricia Jackson Hastings, a Notary Public in and for the State of Texas, personally appeared J. Merritt Belisle, Chief Executive Officer of UNIVERSAL CABLE OF BEAVER, OKLAHOMA, INC., a Delaware corporation, personally known to me to be the person and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.

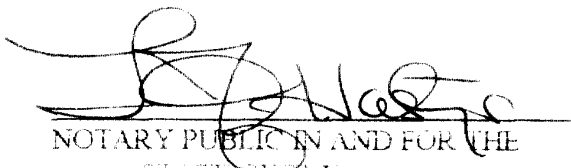
WITNESS my hand and official seal, this 25th day of July, 1998.


NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
 § as.
COUNTY OF TRAVIS §

Before me, Tricia Jackson Hastings, a Notary Public in and for the State of Texas, personally appeared J. Merritt Belisle, Chief Executive Officer of UNIVERSAL CABLE MIDWEST, INC., a Delaware corporation, personally known to me to be the person and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.


WITNESS my hand and official seal, this 25th day of July, 1998.


NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
 § ss.
COUNTY OF TRAVIS §

Before me, *Tricia Jackson Hastings*, a Notary Public in and for the State of Texas, personally appeared *J. Merritt Belisle*, Chief Executive Officer of *W.K. COMMUNICATIONS, INC.*, a Kansas corporation, personally known to me to be the person and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.

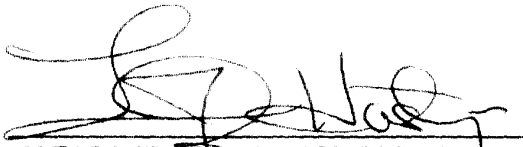
WITNESS my hand and official seal, this 25th day of July, 1998.


NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
 § ss.
COUNTY OF TRAVIS §

Before me, *Tricia Jackson Hastings*, a Notary Public in and for the State of Texas, personally appeared *J. Merritt Belisle*, Chief Executive Officer of *TELEVISION ENTERPRISES, INC.*, a Texas corporation, personally known to me to be the person and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.


WITNESS my hand and official seal, this 25th day of July, 1998.


NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
 § SS
COUNTY OF TRAVIS §

Before me, Tricia Jackson Hastings, a Notary Public in and for the State of Texas, personally appeared J. Merritt Belisle, Chief Executive Officer of BLACK CREEK MANAGEMENT, L.L.C., a Delaware limited liability company, personally known to me to be the person and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.

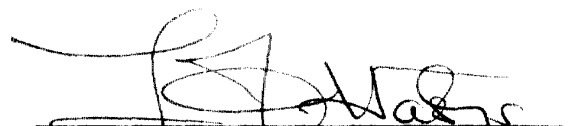
WITNESS my hand and official seal, this 25th day of July, 1998


NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
 § SS
COUNTY OF TRAVIS §

Before me, Tricia Jackson Hastings, a Notary Public in and for the State of Texas, personally appeared J. Merritt Belisle, Chief Executive Officer of BLACK CREEK COMMUNICATIONS, L.P., a Delaware limited partnership, personally known to me to be the person and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.

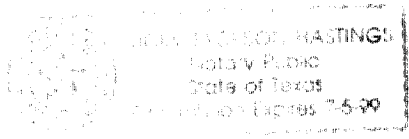
WITNESS my hand and official seal, this 25th day of July, 1998.

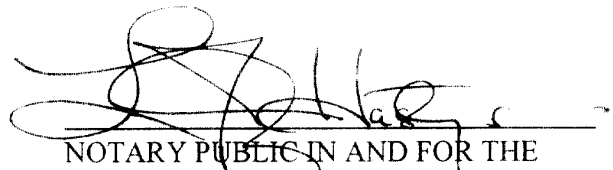

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
 § ss:
COUNTY OF TRAVIS §

Before me, Tricia Jackson Hastings, a Notary Public in and for the State of Texas, personally appeared J. Merritt Belisle, Chief Executive Officer of CLASSIC CABLE HOLDING, INC., a Delaware corporation, personally known to me to be the person and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.

WITNESS my hand and official seal, this 25th day of July, 1998.

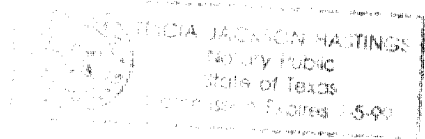


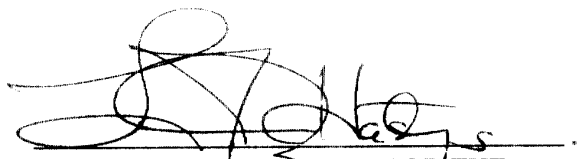

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
 § ss:
COUNTY OF TRAVIS §

Before me, Tricia Jackson Hastings, a Notary Public in and for the State of Texas, personally appeared J. Merritt Belisle, Chief Executive Officer of W.T. ACQUISITION CORPORATION, a Delaware corporation, personally known to me to be the person and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.

WITNESS my hand and official seal, this 25th day of July, 1998.




NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

SCHEDULE A
PLEGGED COLLATERAL

1. Pledged Securities

<u>Issuer</u>	<u>Certificate No.</u>	<u>No of Shares</u>
WT Acquisition Corporation issued in favor of Classic Cable Holdings, Inc.	2	500 Junior
Univeral Cable Communications Inc. issued in favor of Univeral Cable Holdings, Inc.	27	750 Common
Universal Cable of Beaver, Oklahoma, Inc. issued in favor of Universal Cable Holdings, Inc.	2	750 Common
Universal Cable Midwest, Inc. issued in favor of Universal Cable Holdings, Inc.	2	15 Common
Classic Cable Holding, Inc. issued in favor of Universal Cable Communications, Inc.	3	250 Junior
Classic Cable Holding, Inc. Issued in favor of Universal Midwest, Inc.	4	125 Junior
Classic Cable Holding, Inc. issued in favor of Universal Cable Beaver Oklahoma, Inc.	5	125 Junior
W.K. Communications, Inc. issued in favor of WT Acquisition Corporation	1	1000 Common
Television Enterprises, Inc. issued in favor of WT Acquisition Corporation	2	63760 Common

2. Pledged Partnership Interests

Name of Partnership

Black Creek Communications, L.P. held by Black Creek Management, L.L.C.	N/A	.1% G.P.
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3. Pledged Limited Liability Company Interests

Name of Limited
Liability Company

None

SCHEDULE B
COPYRIGHTS, PATENTS AND MARKS

Copyrights

None

Patents

None

Marks

1. Classic Telephone, Serial No. 74-666,203 (Abandoned)
2. Oxford TV Cable Company, Registration No. 877,204 held by Universal Cable Communications, Inc. (to be abandoned)

SCHEDULE C
LOCATIONS OF EQUIPMENT AND INVENTORY

See attached listing of locations.

SCHEDULE D
LOCATIONS OF BOOKS AND RECORDS

1. Chief Executive Office

515 Congress, Suite 2626
Austin, Texas 78701

Operating Office

605 NW 3rd
Plainville, KS 67563

2. Locations of Account Records, Material Contracts and
Chattel Paper

515 Congress, Suite 2626
Austin, Texas 78701

605 NW 3rd
Plainville, KS 67563

**CLASSIC CABLE, INC.
LISTING OF JURISDICTIONS
By State/County**

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
STUTTGART	AR	ARKANSAS	UNIVERSAL CABLE HOLDINGS, INC.
DEWITT	AR	ARKANSAS	UNIVERSAL CABLE HOLDINGS, INC.
SULPHUR SPRINGS	AR	BENTON	WK COMMUNICATIONS, INC.
CHARLESTON	AR	FRANKLIN	WT ACQUISITION CORPORATION
LONOKE	AR	LONOKE	UNIVERSAL CABLE HOLDINGS, INC.
ENGLAND	AR	LONOKE	UNIVERSAL CABLE HOLDINGS, INC.
WALDRON	AR	SCOTT	WK ACQUISITION CORPORATION
FAIRPLAY	CO	PARK	UNIVERSAL CABLE HOLDINGS, INC.
BLUE RIVER	CO	SUMMITT	UNIVERSAL CABLE HOLDINGS, INC.
BRECKENRIDGE	CO	SUMMITT	UNIVERSAL CABLE HOLDINGS, INC.
SUMMITT COUNTY	CO	SUMMITT	UNIVERSAL CABLE HOLDINGS, INC.
WRAY	CO	YUMA	UNIVERSAL CABLE HOLDINGS, INC.
KIOWA	KS	BARBER	UNIVERSAL CABLE HOLDINGS, INC.
HARDTNER	KS	BARBER	UNIVERSAL CABLE HOLDINGS, INC.
BOURBON COUNTY	KS	BOURBON	WK COMMUNICATIONS, INC.
FORT SCOTT	KS	BOURBON	WK COMMUNICATIONS, INC.
BIRD CITY	KS	CHEYENNE	UNIVERSAL CABLE HOLDINGS, INC.
ST. FRANCIS	KS	CHEYENNE	UNIVERSAL CABLE HOLDINGS, INC.
ASHLAND	KS	CLARK	UNIVERSAL CABLE HOLDINGS, INC.
COLDWATER	KS	COMANCHE	UNIVERSAL CABLE HOLDINGS, INC.
PROTECTION	KS	COMANCHE	UNIVERSAL CABLE HOLDINGS, INC.
GIRARD	KS	CRAWFORD	WK COMMUNICATIONS, INC.
FRONTENACK	KS	CRAWFORD	WK COMMUNICATIONS, INC.
OBERLIN	KS	DECATUR	UNIVERSAL CABLE HOLDINGS, INC.
VICTORIA	KS	ELLIS	UNIVERSAL CABLE HOLDINGS, INC.
KANAPOLIS	KS	ELLSWORTH	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
ELLSWORTH	KS	ELLSWORTH	UNIVERSAL CABLE HOLDINGS, INC.
BUCKLIN	KS	FORD	UNIVERSAL CABLE HOLDINGS, INC.
HILL CITY	KS	GRAHAM	UNIVERSAL CABLE HOLDINGS, INC.
TRIBUNE	KS	GREELEY	UNIVERSAL CABLE HOLDINGS, INC.
ATTICA	KS	HARPER	UNIVERSAL CABLE HOLDINGS, INC.
ANTHONY	KS	HARPER	UNIVERSAL CABLE HOLDINGS, INC.
BURRTON	KS	HARVEY	UNIVERSAL CABLE HOLDINGS, INC.
JETMORE	KS	HODGEMAN	UNIVERSAL CABLE HOLDINGS, INC.
SPRING HILL	KS	JOHNSON	WK COMMUNICATIONS, INC.
JOHNSON COUNTY	KS	JOHNSON	WK COMMUNICATIONS, INC.
NORWICH	KS	KINGMAN	UNIVERSAL CABLE HOLDINGS, INC.
DIGHTON	KS	LANE	UNIVERSAL CABLE HOLDINGS, INC.
SYLVAN GROVE	KS	LINCOLN	UNIVERSAL CABLE HOLDINGS, INC.
LINCOLN	KS	LINCOLN	UNIVERSAL CABLE HOLDINGS, INC.
MOUND CITY	KS	LINN	WK COMMUNICATIONS, INC.
LACYGNE	KS	LINN	WK COMMUNICATIONS, INC.
PLEASANTON	KS	LINN	WK COMMUNICATIONS, INC.
LINDSBORG	KS	MCPHERSON	UNIVERSAL CABLE HOLDINGS, INC.
MIAMI CITY	KS	MIAMI	WK COMMUNICATIONS, INC.
LOUISBURG	KS	MIMAMI	WK COMMUNICATIONS, INC.
PAOLA	KS	MIMAMI	WK COMMUNICATIONS, INC.
OSAWATOMIE	KS	MIMAMI	WK COMMUNICATIONS, INC.
TIPTON	KS	MITCHELL	UNIVERSAL CABLE HOLDINGS, INC.
NESS CITY	KS	NESS	UNIVERSAL CABLE HOLDINGS, INC.
BAZINE	KS	NESS	UNIVERSAL CABLE HOLDINGS, INC.
LENORA	KS	NORTON	UNIVERSAL CABLE HOLDINGS, INC.
ALMENA	KS	NORTON	UNIVERSAL CABLE HOLDINGS, INC.
NORTON	KS	NORTON	UNIVERSAL CABLE HOLDINGS, INC.
NATOMA	KS	OSBORNE	UNIVERSAL CABLE HOLDINGS, INC.
DOWNNS	KS	OSBORNE	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
LOGAN	KS	PHILLIPS	UNIVERSAL CABLE HOLDINGS, INC.
AGRA	KS	PHILLIPS	UNIVERSAL CABLE HOLDINGS, INC.
PHILLIPSBURG	KS	PHILLIPS	UNIVERSAL CABLE HOLDINGS, INC.
MCDONALD	KS	RAWLINS	UNIVERSAL CABLE HOLDINGS, INC.
PRETTY PRAIRIE	KS	RENO	UNIVERSAL CABLE HOLDINGS, INC.
ARLINGTON	KS	RENO	UNIVERSAL CABLE HOLDINGS, INC.
GENESECO	KS	RICE	UNIVERSAL CABLE HOLDINGS, INC.
STERLING	KS	RICE	UNIVERSAL CABLE HOLDINGS, INC.
STOCKTON	KS	ROOKS	UNIVERSAL CABLE HOLDINGS, INC.
PLAINVILLE	KS	ROOKS	UNIVERSAL CABLE HOLDINGS, INC.
LURAY	KS	RUSSELL	UNIVERSAL CABLE HOLDINGS, INC.
MOUNT HOPE	KS	SEDGEWICK	UNIVERSAL CABLE HOLDINGS, INC.
GARDEN PLAIN	KS	SEDGEWICK	UNIVERSAL CABLE HOLDINGS, INC.
ANDALE	KS	SEDGEWICK	UNIVERSAL CABLE HOLDINGS, INC.
COLWICH	KS	SEDGEWICK	UNIVERSAL CABLE HOLDINGS, INC.
KENSINGTON	KS	SMITH	UNIVERSAL CABLE HOLDINGS, INC.
SMITH CENTER	KS	SMITH	UNIVERSAL CABLE HOLDINGS, INC.
ST. JOHN	KS	STAFFORD	UNIVERSAL CABLE HOLDINGS, INC.
MACKSVILLE	KS	STAFFORD	UNIVERSAL CABLE HOLDINGS, INC.
SOUTH HAVEN	KS	SUMNER	UNIVERSAL CABLE HOLDINGS, INC.
CALDWELL	KS	SUMNER	UNIVERSAL CABLE HOLDINGS, INC.
ARGONIA	KS	SUMNER	UNIVERSAL CABLE HOLDINGS, INC.
SHARONSPRINGS, KS	KS	WALLACE	UNIVERSAL CABLE HOLDINGS, INC.
LEOTI	KS	WICHITA	UNIVERSAL CABLE HOLDINGS, INC.
DREXEL	MO	CASS	WK COMMUNICATIONS, INC.
CHRISTIAN COUNTY	MO	CHRISTIAN	WK COMMUNICATIONS, INC.
NIXA	MO	CHRISTIAN	WK COMMUNICATIONS, INC.
OZARK	MO	CHRISTIAN	WK COMMUNICATIONS, INC.
WARDSVILLE	MO	COLE	WK COMMUNICATIONS, INC.
ST. MARTINS	MO	COLE	WK COMMUNICATIONS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
CENTERTOWN	MO	COLE	WK COMMUNICATIONS, INC.
COLE COUNTY	MO	COLE	WK COMMUNICATIONS, INC.
LOHMAN	MO	COLE	WK COMMUNICATIONS, INC.
COOPER COUNTY	MO	COOPER	WK COMMUNICATIONS, INC.
FAIRGROVE	MO	GREENE	WK COMMUNICATIONS, INC.
NODAWAY	MO	HOLT	WK COMMUNICATIONS, INC.
GLASGOW	MO	HOWARD	UNIVERSAL CABLE HOLDINGS, INC.
BOONVILLE	MO	HOWARD	WK COMMUNICATIONS, INC.
ARMSTRONG	MO	HOWARD	UNIVERSAL CABLE HOLDINGS, INC.
FAYETTE	MO	HOWARD	UNIVERSAL CABLE HOLDINGS, INC.
LEBANON	MO	LACLEDE	UNIVERSAL CABLE HOLDINGS, INC.
LEXINGTON	MO	LAFAYETTE	UNIVERSAL CABLE HOLDINGS, INC.
WELLINGTON	MO	LAFAYETTE	UNIVERSAL CABLE HOLDINGS, INC.
NOEL	MO	MCDONALD	WK COMMUNICATIONS, INC.
MCDONALD CO.	MO	MCDONALD	WK COMMUNICATIONS, INC.
PINEVILLE	MO	MCDONALD	WK COMMUNICATIONS, INC.
SOUTHWEST CITY	MO	MCDONALD	WK COMMUNICATIONS, INC.
LANAGAN	MO	MCDONALD	WK COMMUNICATIONS, INC.
SENECA	MO	NEWTON	WK COMMUNICATIONS, INC.
NEOSHO	MO	NEWTON	WK COMMUNICATIONS, INC.
MARYVILLE	MO	NODAWAY	WK COMMUNICATIONS, INC.
NAPOLEON	MO	PLATTE	UNIVERSAL CABLE HOLDINGS, INC.
FRANKLIN	NE	FRANKLIN	UNIVERSAL CABLE HOLDINGS, INC.
BEAVER CITY	NE	FURNAS	UNIVERSAL CABLE HOLDINGS, INC.
OXFORD	NE	HARLAN	UNIVERSAL CABLE HOLDINGS, INC.
ORLEANS	NE	HARLAN	UNIVERSAL CABLE HOLDINGS, INC.
ALMA	NE	HARLAN	UNIVERSAL CABLE HOLDINGS, INC.
CULBERTSON	NE	HITCHCOCK	UNIVERSAL CABLE HOLDINGS, INC.
INDIANOLA	NE	RED WILLOW	UNIVERSAL CABLE HOLDINGS, INC.
RED CLOUD	NE	WEBSTER	UNIVERSAL CABLE HOLDINGS, INC.

SCHEDULE E
DEPOSIT ACCOUNTS

Name and Address of
Institution Holding Account

Account No.

Bank Account Listing As of 9/3/97

Code	Location Name	Bank & Address	Phone No.	Acct. No.	Routing No.	Contact	Signers
N/A	NB-Main (Cable) G/L Acct. 1001	NationsBank P.O. Box 908 Austin, TX 78781-0908	512/397-2664 512/397-2052 fax 800/462-6289	139-001-167-9	111 000 025	Alyce Anne Baggell	JMB, SES, AMK, TMA, BDN
N/A	NB-A/P (Cable) G/L Acct. 1002	NationsBank P.O. Box 908 Austin, TX 78781-0908	512/397-2664 512/397-2052 fax 800/462-6289	139-001-170-0	111 000 025	Alyce Anne Baggell	JMB, SES, AMK, TMA, BDN GS, CG, MN
N/A	NB-CR (Cable) G/L Acct. 1003	NationsBank P.O. Box 908 Austin, TX 78781-0908	512/397-2664 512/397-2052 fax 800/462-6289	139-001-168-4	111 000 025	Alyce Anne Baggell	JMB, SES, AMK, TMA, BDN GS, CG, MN
N/A	NB-Payroll (U/CH) G/L Acct. 1004	NationsBank P.O. Box 908 Austin, TX 78781-0908	512/397-2664 512/397-2052 fax 800/462-6289	139-001-169-2	111 000 025	Alyce Anne Baggell	JMB, SES, AMK, TMA, BDN GS, CG, MN
N/A	NB-Corporate (Cable) G/L Acct. 1017	NationsBank P.O. Box 908 Austin, TX 78781-0908	512/397-2664 512/397-2052 fax 800/462-6289	214-181-520-8	111 000 025	Alyce Anne Baggell	JMB, SES, AMK, TMA, BDN GS, CG, MN
N/A	Chase-Clearing (Cable) G/L Acct. 1020	The Chase Manhattan Bank Box 2085 Brooklyn, NY 11245	800/742-4885	910 2 735 115	021 000 021	Robert Boyce	JMB, SES, BDN
N/A	Fleet-Main (Cable) G/L Acct. 1009	Fleet Bank 1 Federal Street MA OFD 03D Boston, MA 02110	617/346/4370 800/445-4542	010 6906 978 00101	011 900 571	Debbie Micue	JMB, SES, AMK, TMA, BDN GS, CG, MN
N/A	Fleet-A/P (Cable) G/L Acct. 1010	Fleet Bank 1 Federal Street MA OFD 03D Boston, MA 02110	617/346/4370 800/445-4542	010 6906 960	011 900 571	Debbie Micue	JMB, SES, AMK, TMA, BDN GS, CG, MN
N/A	Fleet-CR (Cable) G/L Acct.	Fleet Bank 1 Federal Street MA OFD 03D Boston, MA 02110	617/346/4370 800/445-4542	936 4961 551	011 900 571	Debbie Micue	JMB, SES, AMK, TMA, BDN GS, CG, MN
N/A	Fleet-Payroll (Cable) G/L Acct. 1023	Fleet Bank 1 Federal Street MA OFD 03D Boston, MA 02110	617/346/4370 800/445-4542	010 6906 978 00101	011 900 571	Debbie Micue	JMB, SES, AMK, TMA, BDN GS, CG, MN

SCHEDULE F
UCC FILING OFFICES

SUBSIDIARIES

UCC FILING OFFICES

CLASSIC CABLE HOLDING INC.

State of Kansas
State of Texas

PONCA HOLDINGS, INC.

State of Kansas
State of Texas

CLASSIC TELEPHONE, INC.

State of Kansas
State of Texas

UNIVERSAL CABLE HOLDINGS, INC.

State of Arkansas
County of Arkansas, Arkansas, Northern District
County of Arkansas, Arkansas, Southern District
County of Lonoke, Arkansas
State of Colorado
State of Kansas
State of Missouri
County of Howard, Missouri
County of Laclede, Missouri
County of Lafayette, Missouri
County of Platte, Missouri
State of Nebraska
State of New Mexico
County of Oklahoma, Oklahoma
State of Texas

UNIVERSAL CABLE COMMUNICATIONS INC.

State of Kansas
State of Texas

UNIVERSAL CABLE OF BEAVER, OKLAHOMA, INC.

State of Kansas
State of Texas

UNIVERSAL CABLE MIDWEST, INC.

State of Kansas
State of Texas

WT ACQUISITION CORPORATION

State of Arkansas
County of Franklin, Arkansas, Charleston District
County of Franklin, Arkansas, Ozark District
County of Scott, Arkansas
State of Kansas
County of Oklahoma, Oklahoma
State of Texas

W.K. COMMUNICATIONS, INC.

State of Arkansas
County of Benton, Arkansas
State of Kansas
State of Missouri
County of Cass, Missouri
County of Christian, Missouri
County of Cole, Missouri
County of Cooper, Missouri
County of Greene, Missouri
County of Holt, Missouri
County of Howard, Missouri
County of McDonald, Missouri
County of Newton, Missouri
County of Nodaway, Missouri
State of Texas

TELEVISION ENTERPRISES, INC.

State of Kansas
State of Texas

BLACK CREEK MANAGEMENT, L.L.C.

State of Kansas
State of Texas
State of Missouri
County of Linn, (City of Brookfield), Missouri
County of Grundy, (City of Trenton), Missouri
County of Oklahoma, Oklahoma

BLACK CREEK COMMUNICATIONS, L.P.

State of Kansas
State of Texas
State of Missouri
County of Linn, (City of Brookfield), Missouri
County of Grundy, (City of Trenton), Missouri
County of Oklahoma, Oklahoma

SCHEDULE G

FORM OF LIMITED LIABILITY COMPANY/PARTNERSHIP NOTICE

TO: [Name of Pledged Entity]

Notice is hereby given that, pursuant to the Subsidiary Security Agreement, dated as of July 29, 1998 (as amended, modified, restated or supplemented from time to time in accordance with the terms thereof, the "Agreement"), between [GRANTOR] (the "Grantor") and the other grantors party thereto and Union Bank of California, N.A., as Administrative Agent (in such capacity, the "Agent") on behalf of the lenders described therein, the Grantor has pledged and assigned to the Agent for the benefit of the Secured Party (as defined in the Agreement), and granted to the Agent for the benefit of the Secured Party a continuing security interest in, all right, title and interest of the Grantor, whether now existing or hereafter arising or acquired, as a [member/partner] in [NAME OF PLEDGED ENTITY] (the ["Limited Liability Company"] ["Partnership"]), and in, to and under the [TITLE OF APPLICABLE LIMITED LIABILITY COMPANY AGREEMENT] [TITLE OF APPLICABLE PARTNERSHIP AGREEMENT] (the ["Limited Liability Company Agreement"] ["Partnership Agreement"]), as such security interest is more particularly described in the Agreement.

Pursuant to the Agreement, the [Limited Liability Company] [Partnership] is hereby authorized and directed to register the Grantor's pledge to the Agent on behalf of the Secured Party of the interest of the Grantor on the [Limited Liability Company's] [Partnership's] books.

The Grantor hereby requests the [Limited Liability Company] [Partnership] to indicate the [Limited Liability Company's] [Partnership's] acceptance of this Notice and consent to and confirmation of its terms and provisions by signing a copy hereof where indicated on the attached page and returning the same to the Agent on behalf of the Secured Party.

[GRANTOR]

By: _____
Name: _____
Title: _____

FORM OF ACKNOWLEDGMENT

[NAME OF PLEDGED ENTITY] (the ["Limited Liability Company"] ["Partnership"]) hereby acknowledges receipt of a copy of the assignment by [GRANTOR] (the "Grantor") of its interest under the [TITLE OF APPLICABLE LIMITED LIABILITY COMPANY AGREEMENT] [TITLE OF APPLICABLE PARTNERSHIP AGREEMENT] pursuant to the terms of the Subsidiary Security Agreement dated as of July 29, 1998, between the Grantor and the other grantors party thereto and Union Bank of California, N.A., as Administrative Agent (in such capacity, the "Agent") on behalf of the Secured Party described therein. The undersigned hereby further confirms the registration of the Grantor's pledge of its interest to the Agent on behalf of the Secured Party on the [Limited Liability Company's] [Partnership's] books.

Dated: _____, 1998

[NAME OF PLEDGED ENTITY]

By: _____
Name: _____
Title: _____

SCHEDULE H

FRANCHISES

Franchises

Black Creek Communications, L.P.

	<u>Expiration</u>
Abilene, Kansas	07/01/02
Beloit, Kansas	04/18/10
Blanchard, Oklahoma	12/03/04
Brookfield, Missouri	07/29/11
Childress, Texas	06/29/06
City of Clay Center	04/04/08
Concordia, Kansas	08/10/07
Fort Sills, Kansas (U.S.A.)	07/01/00
Hugo, Oklahoma	05/03/06
Idabel, Oklahoma	02/18/17
Purcell, Oklahoma	04/22/02
Lampasas, Texas	02/09/02
Lexington, Oklahoma	10/11/03
Maysville, Oklahoma	07/17/12
Memphis, Texas	10/03/04
Noble, Oklahoma	12/31/98
Trenton, Missouri	11/06/07
Wayne, Oklahoma	06/07/18
Wellington, Texas	11/02/02

CLASSIC CABLE
 SUBSCRIBER SUMMARY - BY OPERATING REGION
 AS OF MARCH 31, 1998

System	Channel Capacity	Channels In Use	MHz	Plant Miles	Franchise Expiration Date	Homes Passed	Equivalent Basic Units	Basic Penetration	Pay Subs	Pay Penetration
Abernathy, TX	61	37	450	14.60	Sep-07	987	475	48.13%	166	34.95%
Amerst, TX	36	45	300	81.40	Feb-99	356	133	37.36%	56	42.11%
Anton, TX	41	32	330	8.10	Jul-07	454	177	38.99%	49	27.68%
Aqua Vista, TX	22	24	220	6.00		120	104	86.67%	19	18.27%
Barstow, TX	61	23	450	6.00	Feb-07	220	97	44.09%	29	29.90%
Bloomington, TX	41	34	330	15.00		500	394	78.80%	145	36.80%
Booker, TX	41	32	330	12.00		515	356	69.13%	112	31.46%
Bovina, TX	41	49	330	30.21	Apr-18	592	435	73.48%	121	27.82%
Brady, TX	41	42	330	46.00	Sep-01	2,932	1,965	67.02%	787	40.05%
Buffalo Springs, TX	41	26	330	6.50	May-97	283	107	37.81%	40	37.38%
Calwell, TX	61	42	450	32.00	Aug-01	1,523	1,127	74.00%	506	44.90%
Campwood, TX	36	30	300	6.20	Sep-02	405	223	55.06%	69	30.94%
Canadian, TX	41	40	330	23.00	Jul-99	1,122	850	75.76%	369	43.41%
Carlsbad, TX	22	21	220	12.00		245	41	16.73%	20	48.78%
Center Point, TX (1)	61	37	450	17.92		420	333	79.29%	160	48.05%
Chillicothe, TX	41	28	330	6.70	Nov-07	461	276	59.87%	101	36.59%
Christoval, TX	36	30	300	8.50	NOE	255	161	63.14%	54	33.54%
Clarendon, TX	41	37	330	23.59	Oct-02	812	654	80.54%	149	22.78%
Claude, TX	36	28	300	9.59	Dec-05	411	266	64.72%	53	19.92%
Comfort, TX	61	36	450	19.83		500	58	11.60%	63	108.62%
Country Haven, TX	36	29	330	12.50		274	42	15.33%	15	35.71%
Crane, TX	41	36	330	28.40		1,974	1,170	59.27%	614	52.48%
Crosbytown, TX	61	35	450	12.00	Oct-02	869	501	57.65%	135	26.95%
Crowell, TX	36	34	450	11.30	Dec-04	595	362	60.84%	75	20.72%
Darrouzett, TX	41	23	300	4.00	Aug-03	201	100	49.75%	29	29.00%
Dickens, TX	36	22	330	9.20	Oct-08	173	93	53.76%	15	16.13%
Dimmitt, TX	36	37	300	25.00	Oct-05	1,680	1,318	78.45%	488	37.03%
Earth, TX	41	45	300	81.40	Feb-99	503	336	66.80%	86	25.60%
Eden, TX	41	37	330	15.00	Oct-02	687	444	64.63%	194	43.69%
Eldorado, TX	41	36	330	20.00	Jan-03	1,092	631	57.78%	296	46.91%
Flotonia, TX	36	34	300	6.00	Dec-02	529	378	71.46%	138	36.51%
Follett, TX	36	25	300	7.00	Apr-08	235	144	61.28%	39	27.08%

(1) Particular headend serves more than one franchise area.
 (2) Subscriber figures do NOT include free ("memo") accounts.

TRADEMARK

CLASSIC CABLE
 SUBSCRIBER SUMMARY - BY OPERATING REGION
 AS OF MARCH 31, 1998

System	Channel Capacity	Channels In Use	MHz	Plant Miles	Franchise Expiration Date	Homes Passed	Equivalent Basic Units	Basic Penetration	Pay Subs	Pay Penetration
Friona, TX (1)	41	49	330	30.21	Apr-18	1,341	1,149	85.68%	362	31.51%
Ft. Sumner, NM	22	22	220	16.80	Sep-03	610	398	65.25%	80	20.10%
Gardendale, TX	36	23	300	15.20		285	50	17.54%	32	64.00%
Goldsmith, TX	22	21	220	5.00	Apr-02	139	23	16.55%	11	47.83%
Grandfalls, TX	36	20	300	6.00	Jan-11	233	68	29.18%	37	54.41%
Groom, TX	41	23	330	5.90	Aug-11	283	161	56.89%	41	25.47%
Hale Center, TX	61	41	450	14.40	Jul-02	827	438	52.96%	186	42.47%
Happy, TX	36	26	300	6.00	Jun-03	273	141	51.65%	35	24.82%
Hart, TX	36	31	300	7.70	Oct-01	373	300	80.43%	118	39.33%
Hedley, TX	36	23	300	3.00	Jun-03	179	82	45.81%	17	20.73%
Higgins, TX	36	26	300	6.96	Aug-00	219	144	65.75%	34	23.61%
Howardwick, TX	36	22	300	7.01	Jan-10	247	89	36.03%	12	13.48%
Hudson, TX	41	34	330	35.00	Jul-01	1,200	861	71.75%	497	57.72%
Idalou, TX	61	39	450	10.60	Jan-99	796	408	51.26%	128	31.37%
Imperial, TX	22	17	220	5.00		155	38	24.52%	13	34.21%
Ingram, TX	41	42	330	112.00	Mar-03	2,274	2,173	95.56%	650	29.91%
Junction, TX	41	36	330	27.00	Jan-00	1,179	973	82.53%	435	44.71%
Karnes City, TX	41	37	330	65.00	Oct-03	1,012	487	48.12%	253	51.95%
Kenedy, TX (1)	41	37	330	65.00	Oct-03	1,400	878	62.71%	359	40.89%
Kermit, TX	70	35	550	33.00	Mar-01	3,528	1,908	54.08%	897	47.01%
Knox City, TX (1)	41	39	330	25.20	Apr-07	759	513	67.59%	233	45.42%
Kress, TX	41	28	330	5.90	Sep-01	262	172	65.65%	49	28.49%
Lefors, TX	41	25	330	6.60	Mar-10	307	221	71.99%	56	29.86%
Lockney, TX	41	33	330	12.00	Sep-00	778	521	66.97%	134	25.72%
Lorenzo, TX	41	28	330	8.40	Aug-00	509	116	22.79%	44	37.93%
Lubbock, TX (1)	41	41	330	71.00	Sep-00	817	113	13.83%	61	53.98%
Lubbock Friendship, TX (1)	41	41	330	71.00	Sep-00	628	163	25.96%	67	41.10%
Lyons, TX (1)	41	38	330	15.00	Sep-00	94	67	71.28%	33	49.25%
Mason, TX (1)	78	35	550	24.00		1,023	749	73.22%	242	32.31%
Mason County, TX (1)	78	35	550	24.00		28	38	135.71%	5	13.16%
Matador, TX	61	34	450	11.00	Apr-07	394	282	71.57%	67	23.76%
Meadow, TX	41	41	330	71.00	Sep-00	227	77	33.92%	14	18.18%

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TRADEMARK

CLASSIC CABLE
 SUBSCRIBER SUMMARY - BY OPERATING REGION
 AS OF MARCH 31, 1998

System	Channel Capacity	Channels In Use	MHz	Plant Miles	Franchise Expiration Date	Homes Passed	Equivalent Basic Units	Basic Penetration	Pay Subs	Pay Penetration
Melrose, NM	22	24	220	5.70	Sep-05	262	222	84.73%	38	17.12%
Menard, TX	41	37	330	20.00	Oct-01	844	579	68.60%	221	38.17%
Mertzon, TX (1)	41	31	330	20.00	Aug-00	348	216	62.07%	80	37.04%
Monahans, TX (1)	52	46	400	68.00	Jul-00	3,952	2,318	58.65%	1,111	47.93%
Muleshoe, TX (1)	36	45	300	81.40	Feb-99	1,789	1,512	84.52%	429	28.37%
New Deal, TX	41	41	330	71.00	Sep-00	195	39	20.00%	25	64.10%
Nixon, TX	36	32	300	6.50	Jun-01	724	382	52.76%	144	37.70%
O'Brien, TX	41	39	330	25.20	Apr-07	87	40	45.98%	10	25.00%
Olton, TX	41	40	330	19.60	Nov-08	767	415	54.11%	184	44.34%
Paducah, TX	61	40	450	16.00	Sep-98	923	600	65.01%	175	29.17%
Pecos, TX	61	47	450	64.00		4,586	3,089	67.36%	966	31.27%
Petersburg, TX	22	29	220	7.20	Apr-07	487	158	32.44%	47	29.75%
Plains, TX	36	28	300	12.00	Aug-03	591	370	62.61%	86	23.24%
Posi, TX	41	40	330	22.90	Mar-98	1,464	1,048	71.58%	403	38.45%
Quanah, TX	41	41	330	33.00	Sep-00	1,634	1,124	68.79%	326	29.00%
Quitaque, TX	41	24	330	8.20	Jul-11	254	116	45.67%	31	26.72%
Ralls, TX	61	35	450	13.10	Oct-02	833	417	50.06%	101	24.22%
Reese AFB, TX	41	41	330	71.00	Sep-00	402	.	0.00%	2	#DIV/0!
Roaring Springs, TX	61	22	450	4.70	Nov-07	141	94	66.67%	42	44.68%
Roby, TX	22	24	220	8.10	Oct-09	469	188	40.09%	58	30.85%
Rockdale, TX	58	47	440	49.00	Jul-01	3,000	1,883	62.77%	901	47.85%
Rocksprings, TX	22	22	220	15.50	Mar-04	570	314	55.09%	136	43.31%
Ropesville, TX	41	41	330	71.00	Sep-00	181	51	28.18%	13	25.49%
Runge, TX	41	32	330	6.93	Nov-03	450	156	34.67%	65	41.67%
San Saba, TX	41	36	330	36.00	Jan-00	1,354	971	71.71%	411	42.33%
Santa Rosa, NM	41	38	330	17.20	Nov-05	1,130	715	63.27%	243	33.99%
SE Lubbock County, TX	41	36	330	38.21		1,052	219	20.82%	200	91.32%
Shallowater, TX	36	41	330	71.00	Sep-00	798	378	47.37%	121	32.01%
Shallowater (Regional), TX	41	41	330	71.00	Sep-00	274	33	12.04%	20	60.61%
Shamrock, TX	58	42	440	25.00	May-07	1,313	974	74.18%	339	34.80%
Sherwood, TX	41	31	330	20.00	Aug-00	82	48	58.54%	14	29.17%
Silverton, TX	41	32	330	8.10	Apr-01	375	243	64.80%	69	28.40%

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CLASSIC CABLE
 SUBSCRIBER SUMMARY - BY OPERATING REGION
 AS OF MARCH 31, 1998

System	Channel Capacity	Channels in Use	MHz	Plant Miles	Franchise Expiration Date	Homes Passed	Equivalent Basic Units	Basic Penetration	Pay Subs	Pay Penetration
Skellytown, TX	36	26	300	6.30	Aug-00	258	124	48.06%	19	15.32%
Smyr, TX	41	41	330	71.00	Sep-00	176	63	35.80%	30	47.62%
Somerville, TX	41	38	330	15.00		753	463	61.49%	211	45.57%
Sonora, TX	61	37	450	36.00	Jan-06	1,758	1,302	74.06%	771	59.22%
Spearman, TX	61	41	450	20.00	Apr-04	1,124	1,053	93.68%	371	35.23%
Spur, TX	41	35	330	13.70	Dec-06	758	448	59.10%	106	23.66%
Sterling City, TX	22	31	220	20.00	Sep-00	419	305	72.79%	133	43.61%
Stratford, TX	41	38	330	19.00	Dec-01	835	639	76.53%	189	29.58%
Sudan, TX	36	45	300	81.40	Feb-99	468	270	57.69%	72	26.67%
Sundown, TX	22	26	220	8.10	Jun-03	764	330	43.19%	160	48.48%
Tatum, NM	22	27	220	11.00	Dec-03	348	171	49.14%	45	26.32%
Thorntown, TX	52	46	400	68.00	Jul-00	328	172	52.44%	74	43.02%
Tulia, TX	61	44	450	30.33	Jun-00	1,858	1,459	78.53%	468	32.08%
Vaughn, NM	22	24	220	10.00	Aug-03	254	153	60.24%	47	30.72%
Ward County, TX	52	46	400	68.00	Jul-00	402	223	55.47%	110	49.33%
Whiteface, TX	22	25	220	4.50	Aug-03	224	86	38.39%	29	33.72%
Wickett, TX	36	24	300	7.00	Jul-17	231	108	46.75%	37	34.26%
Wink, TX	52	35	400	11.20	Nov-01	518	267	51.54%	130	48.69%
Wolforth, TX	41	41	330	71.00	Sep-00	913	400	43.81%	142	35.50%
Woodrow, TX	41	36	330	19.40	Oct-00	1,137	179	15.74%	101	56.42%
Woods, TX	61	37	450	17.92		220	176	80.00%	51	28.98%
Yorktown, TX	41	38	330	18.00	Oct-03	1,000	692	69.20%	268	36.73%
SUBTOTAL - SOUTHERN REGION (TX & NM)				3,072.2		90,381	55,547	61.46%	20,979	37.77%
NUMBER OF SYSTEMS										
Elma, OK	41	43	330	63.00	May-05	28	12	42.86%	5	41.67%
James, OK	36	19	300	3.00	Jun-10	120	42	35.00%	5	11.90%
Madarko, OK	41	36	330	65.00	Jan-99	2,041	2,053	100.59%	1,116	54.36%
Mapaho, OK	43	32	350	9.00	Mar-06	309	179	57.93%	48	26.82%
Trinett, OK	36	32	300	5.00	Sep-13	293	149	50.85%	22	14.77%
Beaver, OK (1)	41	34	330	20.00	Mar-02	881	610	69.24%	401	65.74%

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 AS OF MARCH 31, 1998

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Bellevue, TX	31	21	270	4.00	Oct-03	146	31	21.23%	8	25.81%
Bessie, OK	36	20	300	4.00	Dec-98	98	42	42.86%	9	21.43%
Bilings, OK	36	26	300	4.60	Jan-04	191	108	56.54%	36	35.19%
Binger, OK	36	29	300	7.00	Apr-00	330	202	61.21%	48	23.76%
Boise City, OK	36	32	300	11.00	Apr-14	764	590	77.23%	269	45.59%
Bokoshe, OK	36	19	300	6.40	Mar-13	200	87	43.50%	7	8.05%
Breckenridge, OK	61	18	450	1.70	Aug-00	77	23	29.87%	6	26.09%
Buffalo, OK	41	38	330	14.36	Aug-03	809	512	63.29%	249	48.63%
Burns Flat, OK	36	33	300	11.00	Sep-06	377	450	119.36%	139	30.89%
Byars, OK	36	17	300	3.30	Nov-08	93	37	39.78%	7	18.92%
Cache, OK (1)	41	40	330	45.00	Jan-03	1,188	583	49.07%	273	46.83%
Calumet, OK	36	23	300	4.55	May-08	180	85	47.22%	38	44.71%
Camargo, OK	36	23	300	2.84	Jun-04	99	51	51.52%	12	23.53%
Canute, OK	36	27	300	12.00	Feb-04	240	144	60.00%	69	47.92%
Carmen, OK	36	23	300	6.00	Aug-98	187	125	66.84%	19	15.20%
Cashion, OK	36	20	300	5.13	Mar-13	192	61	31.77%	31	50.82%
Charleston, AR	78	32	550	21.00	Sep-15	1,050	710	67.62%	226	31.83%
Checotah, OK	41	40	330	75.00	Jan-04	1,434	721	50.28%	331	45.91%
Cherokee, OK	36	37	300	34.00	Jul-01	950	668	70.32%	225	33.68%
Comanche, OK (1)	41	41	330	27.00	Apr-00	822	488	59.37%	152	31.15%
Corn, OK	36	25	300	4.00	Nov-04	200	161	80.50%	11	6.83%
Cornish, OK	41	38	330	42.00	Jun-03	41	33	80.49%	19	57.58%
County Line, OK	41	43	330	63.00	May-05	133	60	45.11%	40	66.67%
Covington, OK	41	28	330	5.20	Apr-10	199	103	51.76%	26	25.24%
Custer City, OK	36	25	300	5.00	Feb-00	200	96	48.00%	26	27.08%
Cynth, OK	36	33	300	17.00	Dec-10	482	343	71.16%	79	23.03%
Flacoma, OK	61	17	450	3.32	Jun-13	86	33	38.37%	8	24.24%
DeWitt, AR	36	39	300	25.00	Apr-09	1,340	1,124	83.88%	304	27.05%
Dill City, OK	41	24	330	6.00	Aug-00	248	157	63.31%	35	22.29%
Dover, OK	36	23	300	3.18	Jun-00	249	74	29.72%	45	60.81%
Drummond, OK	36	22	300	5.20	Jan-11	204	59	28.92%	13	22.03%
Edgin, OK	22	31	220	35.00	Jan-12	517	279	53.97%	99	35.48%

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 AS OF MARCH 31, 1998

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England, AR	36	33	300	20.00	Nov-04	665	507	76.24%	184	36.29%
Erick, OK	41	34	330	12.80	NONE	614	411	66.94%	93	22.63%
Eufala, OK (1)	41	40	330	75.00	Jan-04	1,466	760	51.84%	364	47.89%
Fairview, OK	61	45	450	30.00	Nov-10	1,234	926	75.04%	249	26.89%
Fargo, OK	41	23	330	4.50	Feb-04	103	59	57.28%	14	23.73%
Fletcher, OK (1)	22	31	220	35.00	Jan-12	527	269	51.04%	52	19.33%
Forgan, OK	41	34	330	20.00	Mar-02	300	170	56.67%	70	41.18%
Fox, OK	41	43	330	63.00	May-05	77	41	53.25%	20	48.78%
Freedom, OK	41	23	330	10.00	Jan-05	142	104	73.24%	44	42.31%
Gage, OK	41	40	330	16.00	Dec-04	251	163	64.94%	40	24.54%
Geary, OK	41	27	330	16.00	Apr-06	481	246	51.14%	112	45.53%
Goltry, OK	31	18	270	3.30	Nov-13	151	42	27.81%	13	30.95%
Gould, OK	41	41	330	27.00	Mar-00	98	59	60.20%	16	27.12%
Hammon, OK	36	27	300	6.50	Jun-03	237	128	54.01%	49	38.28%
Hardesty, OK	36	14	300	2.00	May-04	101	52	51.49%	23	44.23%
Healdton, OK (1)	41	38	330	42.00	Jun-03	810	757	93.46%	287	37.91%
Heavener, OK	41	36	330	25.00	Sep-14	1,130	778	68.85%	342	43.96%
Helena, OK	41	25	330	6.00	Apr-10	255	110	43.14%	29	26.36%
Hennessy, OK	36	38	300	20.90	Oct-03	966	567	58.70%	268	47.27%
Hollis, OK (1)	41	41	330	27.00	Mar-00	1,490	845	56.71%	199	23.55%
Hooker, OK	41	37	330	10.00	Mar-13	829	581	70.08%	295	50.77%
Hunter, OK	36	18	300	2.42	Jun-13	96	23	23.96%	3	13.04%
Hydro, OK	45	46	400	89.00	Oct-08	400	310	77.50%	83	26.77%
Indianapolis, OK	41	40	330	45.00	Jan-03	236	105	44.49%	57	54.29%
Jamet, OK	36	21	300	5.40	Mar-11	158	37	23.42%	5	13.51%
Jones, OK	36	30	300	25.10	Apr-98	360	252	70.00%	166	65.87%
Kingfisher, OK	58	44	440	40.00	Oct-03	2,146	1,412	65.80%	595	42.14%
Kremlin, OK	61	18	450	3.10	Oct-13	120	44	36.67%	9	20.45%
Lahoma, OK	36	27	300	9.00	Apr-10	352	168	47.73%	31	18.45%
Laverne, OK	41	33	330	14.50	Jul-06	712	517	72.61%	277	53.58%
Leedey, OK	36	25	300	4.97	NONE	238	147	61.76%	24	16.33%
Lonoke, AR	36	37	300	32.00	Aug-01	964	745	77.28%	256	34.36%

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 AS OF MARCH 31, 1998

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Marshall, OK	41	19	330	2.77	Aug-13	142	36	25.35%	8	22.22%
McIntosh County, OK	41	40	330	75.00	Jan-04	582	318	54.64%	171	53.77%
Meridian, OK	41	41	330	27.00	Apr-00	445	301	67.64%	102	33.89%
Montague, TX	31	24	270	4.00		119	42	35.29%	17	40.48%
Mooreland, OK	41	43	330	130.00	Mar-01	623	389	62.44%	168	43.19%
Nash, OK	61	16	450	3.71	Oct-13	139	50	35.97%	4	8.00%
Newcastle, OK	41	34	330	24.50	Oct-01	450	221	49.11%	139	62.90%
Okarche, OK	36	30	300	8.03	Oct-04	442	312	70.59%	105	33.65%
Okeene, OK	41	38	330	12.00	Nov-04	636	329	51.73%	85	25.84%
Paoli, OK	31	23	270	10.00	Mar-99	264	87	32.95%	36	41.38%
Piedmont, OK	41	38	330	37.20	May-11	400	243	60.75%	153	62.96%
Pond Creek, OK	36	31	300	17.00	May-15	396	224	56.57%	49	21.88%
Poteau, OK	41	40	330	125.00	Jul-10	3,108	2,638	84.88%	962	36.47%
Pruitt City, OK	41	43	330	63.00	May-05	153	63	41.18%	28	44.44%
Railf City, OK	41	43	330	63.00	May-05	152	70	46.05%	41	58.57%
Ringling, OK	41	38	330	42.00	Jun-03	400	342	85.50%	133	38.89%
Ringwood, OK	36	23	300	4.00	Jun-11	175	52	29.71%	10	19.23%
Roosevelt, OK	36	23	300	10.00	Sep-00	139	95	68.35%	16	16.84%
Rush Springs, OK	41	33	330	20.00	Sep-99	684	333	48.68%	97	29.13%
Ryan, OK	36	28	300	8.50	Oct-00	391	218	55.75%	85	38.99%
Saint Jo, TX	36	35	300	9.00		321	209	65.11%	52	24.88%
Seiling, OK	41	37	330	17.90	May-05	501	300	59.88%	72	24.00%
Shattuck, OK (1)	41	40	330	16.00	Dec-04	716	528	73.74%	201	38.07%
Shawnee, OK	78	32	550	38.00	Sep-05	1,460	1,022	70.00%	300	29.35%
Shawnee, OK	78	44	550	66.10	Mar-13	3,445	2,917	84.67%	1,407	48.23%
Stigart, AR	41	40	330	35.00	Mar-06	562	297	52.85%	97	32.66%
Temple, OK	31	23	270	4.00	Sep-98	270	105	38.89%	39	37.14%
Terral, OK	43	36	350	12.00	Sep-99	537	431	80.26%	92	21.35%
Thomas, OK	36	23	300	4.40	Jun-08	207	90	43.48%	39	43.33%
Union City, OK	41	43	330	63.00	May-05	428	257	60.05%	121	47.08%
Verona, OK (1)	41	37	330	9.00	NONE	356	249	69.94%	36	14.46%
Wagon Wheel, OK	41	23	300	4.00	Feb-06	213	88	41.31%	16	18.18%
Wakita, OK	36	23	300	4.00						

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							Units	Penetration		
Waldron, AR	41	40	330	23.00	Jul-06	1,378	866	62.84%	251	28.98%
Walters, OK (1)	41	40	330	35.00	Mar-06	1,148	625	54.44%	204	32.64%
Wanette, OK	36	17	300	3.10	Sep-13	143	33	23.08%	9	27.27%
Washington, OK	36	18	300	3.10	Aug-00	146	60	41.10%	18	30.00%
Watonga, OK	61	38	450	32.10	Sep-03	1,452	981	67.56%	436	44.44%
Waukomis, OK	41	31	330	10.00	FOR CAUSE	475	231	48.63%	57	24.68%
Waurika, OK	41	33	330	15.50	Jun-98	1,030	544	52.82%	283	52.02%
Weatherford, OK (1)	45	46	400	89.00	Oct-08	4,500	3,749	83.31%	1,464	39.05%
Wilson, OK	41	38	330	42.00	Jun-03	439	362	82.46%	156	43.09%
Woodward, OK (1)	41	43	330	130.00	Mar-01	6,026	3,815	63.31%	1,870	49.02%
SUBTOTAL - CENTRAL REGION (OK & AR)				2,706.2		70,300	46,742	66.49%	18,356	39.27%
NUMBER OF SYSTEMS = 11										
Agra, KS	36	28	300	17.00	Mar-02	141	101	71.63%	26	25.74%
Alma, NE	36	32	300	10.50	May-99	700	484	69.14%	206	42.56%
Almena, KS	22	24	220	5.30	Oct-02	192	143	74.48%	41	28.67%
Andale, KS	36	25	300	5.00	Nov-97	186	100	53.76%	31	31.00%
Anthony, KS	41	35	330	14.10	Feb-01	798	764	95.74%	312	40.84%
Argonia, KS	36	23	300	5.00	Jun-17	194	139	71.65%	34	24.46%
Arlington, KS	36	24	300	6.90	Jul-15	225	112	49.78%	34	30.36%
Armstrong, MO	22	12	220	4.50	Mar-03	100	34	34.00%	14	41.18%
Ashland, KS	36	35	300	24.00	Jul-18	576	387	67.19%	89	23.00%
Atica, KS	36	29	300	8.00	Apr-12	275	163	59.27%	64	39.26%
Bazne, KS	36	25	300	4.60	Apr-07	148	117	79.05%	31	26.50%
Beaver City, NE	36	22	300	7.40	Mar-03	400	187	46.75%	43	22.99%
Blue River, CO	41	36	330	130.00	Nov-07	404	361	89.36%	153	42.38%
Boonville, MO (1)	61	49	450	45.00	Nov-03	2,789	2,021	72.46%	1,077	53.29%
Bourbon County, KS	61	51	450	93.00	Feb-04	403	361	89.58%	159	44.04%
Breckenridge, CO (1)	41	36	330	130.00	Nov-07	1,248	2,038	163.30%	735	36.06%
Bucklin, KS	31	32	270	6.00	Oct-01	370	279	75.41%	103	36.92%
Burlington, OK	36	31	300	15.50	Dec-03	80	45	56.25%	8	17.78%

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							Basic Units	Basic Penetration			
Burton, KS	36	25	300	6.50	Jun-02	293	184	62.80%	88	47.83%	
Caldwell, KS	36	31	300	11.00	May-06	513	529	103.12%	187	35.35%	
Centertown, MO	41	38	330	125.00	NONE	171	116	67.84%	45	38.79%	
Christian County, MO	41	41	330	300.00	Nov-11	3,617	2,769	76.56%	1,290	46.59%	
Coldwater, KS	36	36	300	9.00	Oct-03	625	335	53.60%	81	24.18%	
Cole County, MO (1)	41	38	330	125.00	NONE	2,322	1,574	67.79%	771	48.98%	
Cowich, KS	36	24	300	8.50	Mar-02	260	148	56.92%	48	32.43%	
Cooper County, MO	61	49	450	45.00	Nov-03	199	151	75.88%	72	47.68%	
Culbertson, NE	36	23	300	4.60	Jun-02	308	170	55.19%	50	29.41%	
Dighton, KS	31	42	270	11.70	Sep-01	571	480	84.06%	262	54.58%	
Downs, KS	36	30	300	9.00	Oct-00	500	388	77.60%	102	26.29%	
Drexel, MO	36	31	300	7.00	Mar-03	400	297	74.25%	120	40.40%	
Ellisworth, KS (1)	36	35	300	29.00	Jul-01	1,124	875	77.85%	366	41.83%	
Fairgrove, MO (1)	41	35	330	29.00	Dec-07	254	168	66.14%	61	36.31%	
Fairplay, CO	36	25	300	7.20	Dec-03	326	229	70.25%	73	31.88%	
Fayette, MO	36	36	300	18.00	Mar-18	1,000	819	81.90%	283	34.55%	
Fort Scott, KS (1)	61	51	450	93.00	Feb-04	3,997	2,984	74.66%	1,172	39.28%	
Franklin, NE	36	29	300	12.60	Jun-99	535	375	70.09%	88	23.47%	
Frontenac, KS	41	37	330	20.00	Feb-98	1,225	763	62.29%	264	34.60%	
Garden Plain, KS	36	23	300	8.30	Sep-12	249	154	61.85%	55	35.71%	
Geneseo, KS	36	21	300	5.20	Jun-17	207	76	36.71%	19	25.00%	
Girard, KS	41	37	330	20.00	Feb-04	1,225	688	56.16%	243	35.32%	
Glasgow, MO	36	32	300	29.00	Aug-05	600	351	58.50%	156	44.44%	
Green County, MO	41	35	330	29.00	Dec-07	162	89	54.94%	48	53.93%	
Hardtner, KS	36	31	300	15.50	Dec-03	130	90	69.23%	34	37.78%	
Hill City, KS	61	55	450	19.57	Dec-98	1,068	260	24.34%	98	37.69%	
Indianola, NE	36	23	300	5.50	Jun-01	344	156	45.35%	24	15.38%	
Jetmore, KS	31	29	270	9.60	Jun-11	349	314	89.97%	92	29.30%	
Johnson County, KS	41	36	330	21.00	Feb-05	394	232	58.88%	111	47.84%	
Kanopolis, KS	36	35	300	29.00	Jul-01	231	189	81.82%	93	49.21%	
Kensington, KS (1)	36	28	300	17.00	Mar-02	247	197	79.76%	35	17.77%	
Kiowa, KS	36	31	300	15.50	Dec-03	567	438	77.25%	143	32.65%	

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CLASSIC CABLE
 SUBSCRIBER SUMMARY - BY OPERATING REGION
 AS OF MARCH 31, 1998

System	Channel Capacity	Channels In Use	MHz	Plant Miles	Franchise Expiration Date	Homes Passed	Equivalent Basic Units	Basic Penetration	Pay Subs	Pay Penetration
LaCiede County, MO	41	43	330	85.90	Apr-99	255	178	69.80%	71	39.89%
LaCygne, KS	36	30	300	9.00	Mar-01	503	326	64.81%	146	44.79%
Lanagan, MO	41	43	330	63.00	Jan-03	140	112	80.00%	42	37.50%
Lebanon, MO (1)	41	43	330	85.90	Apr-99	4,768	2,823	59.21%	1,439	50.97%
Lenora, KS	36	26	300	4.00	Jan-97	225	5	2.22%	-	0.00%
Leoti, KS	36	31	300	12.11	Dec-07	701	522	74.47%	301	57.66%
Lexington, MO (1)	36	40	300	88.00	Nov-98	2,139	1,355	63.35%	738	54.46%
Lincoln, KS	41	35	330	12.00	Feb-01	640	483	75.47%	210	43.48%
Lindsborg, KS	36	35	300	15.50	Dec-00	1,262	978	77.50%	299	30.57%
Lohman, MO	41	38	330	125.00	NONE	101	76	75.25%	32	42.11%
Louisburg, KS	31	33	270	14.00	Jan-10	675	587	86.96%	231	39.35%
Luray, KS	36	22	300	2.60	Oct-16	135	77	57.04%	13	16.88%
Macksville, KS	31	26	270	5.50	Jul-13	236	137	58.05%	40	29.20%
Maryville, MO (Town & County)	41	44	330	87.00	Jul-13	4,146	3,467	83.62%	1,175	33.89%
Maryville, MO (University)	41	28	330	87.00	Sep-98	1,250	185	14.80%	14	7.57%
McDonald, KS (Bird City)	22	34	220	5.70	Aug-16	278	174	62.59%	71	40.80%
McDonald, KS (Town of)	31	34	300	5.00	Jun-03	95	26	27.37%	32	123.08%
McDonald County, MO	41	43	330	63.00	Jan-03	170	85	50.00%	29	34.12%
Miami County, KS	78	39	550	76.00	Feb-03	368	271	73.64%	155	57.20%
Mound City, KS	36	29	300	27.00	Dec-06	429	270	62.94%	66	24.44%
Mount Hope, KS	36	25	300	5.00	Apr-02	273	150	54.95%	58	38.67%
Napoleon, MO	36	40	300	88.00	Nov-98	120	63	52.50%	51	80.95%
Natoma, KS	36	21	300	4.60	Jul-07	245	105	42.86%	17	16.19%
Neosho, MO (1)	41	43	330	83.00	Mar-05	4,360	2,768	63.49%	1,043	37.68%
Ness City, KS	36	33	300	16.00	Aug-01	817	668	81.76%	341	51.05%
Newton County, MO	41	43	330	83.00	Mar-05	198	123	62.12%	37	30.08%
Nixa, MO (1)	41	41	330	300.00	Nov-11	3,415	2,467	72.24%	1,019	41.31%
Nodaway County, MO	41	28	330	87.00	Sep-98	595	433	72.77%	148	34.18%
Noel, MO (1)	41	43	330	63.00	Jan-03	630	354	56.19%	144	40.68%
Norton, KS	78	37	550	24.00	Jun-11	1,797	1,242	69.12%	500	40.26%
Norwich, KS	36	23	300	3.50	Aug-06	210	103	49.05%	36	34.95%
Oberlin, KS	61	34	450	13.60	Nov-11	954	687	72.01%	199	28.97%

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TRADEMARK

REEL: 1764 FRAME: 0070

CLASSIC CABLE
 SUBSCRIBER SUMMARY - BY OPERATING REGION
 AS OF MARCH 31, 1998

System	Channel Capacity	Channels In Use	MHz	Plant Miles	Franchise Expiration Date	Homes Passed	Equivalent Basic		Basic Penetration	Pay Subs	Pay Penetration
							Units	Penetration			
Orleans, NE	36	23	300	6.30	Mar-03	245	125	51.02%	26	20.80%	
Oswatimie, KS	78	39	550	76.00	Feb-03	1,887	1,338	70.91%	825	61.66%	
Oxford, NE	36	28	300	7.30	Sep-01	442	309	69.91%	89	28.80%	
Ozark, MO	41	41	330	300.00	Nov-11	2,194	1,579	71.97%	694	43.95%	
Paola, KS (1)	78	39	550	76.00	Feb-03	1,921	1,457	75.85%	638	43.79%	
Phillipsburg, KS (Logansport)	51	36	450	23.00	Feb-01	364	20	5.49%	21	105.00%	
Phillipsburg, KS (Town of)	61	38	450	23.00	Jun-04	1,566	1,088	69.48%	473	43.47%	
Pineville, MO	41	43	330	63.00	Jan-03	210	183	87.14%	51	27.87%	
Plainville, KS	61	35	450	13.40	Oct-10	1,011	715	70.72%	327	45.73%	
Pleasanton, KS (1)	36	29	300	27.00	Dec-06	719	409	56.88%	126	30.81%	
Pretty Prairie, KS	36	23	300	6.00	Oct-97	296	108	36.49%	25	23.15%	
Protection, KS	61	29	450	6.20	Apr-01	305	204	66.89%	58	28.43%	
Red Cloud, NE	36	30	300	13.30	May-99	415	408	98.31%	80	19.61%	
Seneca, MO	36	38	300	17.79	Jan-10	845	545	64.50%	137	25.14%	
Sharon Springs, KS	36	28	300	8.10	Jul-03	379	310	81.79%	61	19.68%	
Smith Center, KS	61	36	450	15.00	Apr-02	896	782	87.28%	299	38.24%	
South Haven, KS	36	21	300	3.00	Nov-17	176	90	51.14%	32	35.56%	
Southwest City, MO	41	43	330	63.00	Jan-03	180	159	88.33%	64	40.25%	
Spring Hill, KS (1)	41	36	330	21.00	Feb-05	734	533	72.62%	221	41.46%	
St. Francis, KS	36	35	300	33.00	Jul-99	793	644	81.21%	236	36.65%	
St. John, KS	61	33	450	14.00	Apr-09	685	467	68.18%	193	41.33%	
St. Martins, MO	41	38	330	125.00	NONE	251	155	61.75%	67	43.23%	
Sterling, KS	22	33	220	16.75	Feb-00	940	557	59.26%	257	46.14%	
Stockton, KS	36	37	300	13.60	Feb-01	744	579	77.82%	236	40.76%	
Swiaphur Springs, AR	41	43	330	63.00	Jan-03	250	140	56.00%	62	44.29%	
Summit County, CO	41	36	330	130.00	Nov-07	2,075	2,021	97.40%	500	24.74%	
Sylvan Grove, KS	36	24	300	2.68	Mar-08	161	112	69.57%	36	32.14%	
Tipton, KS	36	20	300	3.10	Apr-98	113	46	40.71%	6	13.04%	
Tribune, KS	36	27	300	6.40	Jul-03	445	323	72.58%	98	30.34%	
Victoria, KS	36	28	300	9.40	Feb-02	483	405	83.85%	99	24.44%	
Wardsville, MO	41	38	330	125.00	NONE	230	180	78.26%	48	26.67%	
Wellington, MO	36	40	300	88.00	Nov-98	363	228	62.81%	132	57.89%	

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CLASSIC CABLE
 SUBSCRIBER SUMMARY - BY OPERATING REGION
 AS OF MARCH 31, 1998

System	Channel Capacity	Channels In Use	MHz	Plant Miles	Franchise Expiration Date	Homes Passed	Equivalent Basic Units	Basic Penetration	Pay Subs	Pay Penetration
Way, CO	36	31	300	12.30	Apr-02	1,104	655	59.33%	334	50.99%
SUBTOTAL - NORTHERN REGION (KS, MO, CO & NE)										
NUMBER OF SYSTEMS = 111										
						88,794	62,598	70.50%	24,982	39.91%
						10,425.0	164,887	66.09%	64,317	39.01%
TOTALS										

(1) Particular headend serves more than one franchise area.
 (2) Subscriber figures do NOT include free ("memo") accounts.

**CLASSIC CABLE, INC.
LISTING OF FRANCHISES**

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
ABERNATHY	TX	HALE	UNIVERSAL CABLE HOLDINGS, INC.
AGRA	KS	PHILLIPS	UNIVERSAL CABLE HOLDINGS, INC.
ALMA	NE	HARLAN	UNIVERSAL CABLE HOLDINGS, INC.
ALMA	OK	STEPHENS	UNIVERSAL CABLE HOLDINGS, INC.
ALMENA	KS	NORTON	UNIVERSAL CABLE HOLDINGS, INC.
AMES	OK	MAJOR	WT ACQUISITION CORPORATION
AMHERST	TX	LAMB	UNIVERSAL CABLE HOLDINGS, INC.
ANADARKO	OK	CADDO	UNIVERSAL CABLE HOLDINGS, INC.
ANDALE	KS	SEDEGWICK	UNIVERSAL CABLE HOLDINGS, INC.
ANTHONY	KS	HARPER	UNIVERSAL CABLE HOLDINGS, INC.
ANTON	TX	HOCKLEY	UNIVERSAL CABLE HOLDINGS, INC.
AQUAVISTA	TX	KERR	UNIVERSAL CABLE HOLDINGS, INC.
ARAPAHO	OK	CUSTER	UNIVERSAL CABLE HOLDINGS, INC.
ARGONIA	KS	SUMNER	UNIVERSAL CABLE HOLDINGS, INC.
ARLINGTON	KS	RENO	UNIVERSAL CABLE HOLDINGS, INC.
ARMSTRONG	MO	HOWARD	UNIVERSAL CABLE HOLDINGS, INC.
ARNETT	OK	ELLIS	UNIVERSAL CABLE HOLDINGS, INC.
ASHLAND	KS	CLARK	UNIVERSAL CABLE HOLDINGS, INC.
ATTICA	KS	HARPER	UNIVERSAL CABLE HOLDINGS, INC.
BARSTOW	TX	WARD	UNIVERSAL CABLE HOLDINGS, INC.
BAZINE	KS	NESS	UNIVERSAL CABLE HOLDINGS, INC.
BEAVER CITY	NE	FURNAS	UNIVERSAL CABLE HOLDINGS, INC.
BEAVER	OK	BEAVER	UNIVERSAL CABLE HOLDINGS, INC.
BELLEVUE	TX	CLAY	UNIVERSAL CABLE HOLDINGS, INC.
BESSIE	OK	WASHITA	UNIVERSAL CABLE HOLDINGS, INC.
BILLINGS	OK	NOBLE	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
BINGER	OK	CADDO	WT ACQUISITION CORPORATION
BIRD CITY	KS	CHEYENNE	UNIVERSAL CABLE HOLDINGS, INC.
BLOOMINGTON	TX	VICTORIA	WT ACQUISITION CORPORATION
BLUE RIVER	CO	SUMMITT	UNIVERSAL CABLE HOLDINGS, INC.
BOISE CITY	OK	CIMARRON	UNIVERSAL CABLE HOLDINGS, INC.
BOKOSHE	OK	LEFLORE	WT ACQUISITION CORPORATION
BOOKER	TX	LIPSCOMB	UNIVERSAL CABLE HOLDINGS, INC.
BOONVILLE	MO	HOWARD	WK COMMUNICATIONS, INC.
BOURBON COUNTY	KS	BOURBON	WK COMMUNICATIONS, INC.
BOVINA	TX	PARMER	UNIVERSAL CABLE HOLDINGS, INC.
BRADY	TX	MCCULLOCH	TELEVISION ENTERPRISES, INC.
BRECKENRIDGE	CO	SUMMITT	UNIVERSAL CABLE HOLDINGS, INC.
BRECKENRIDGE	OK	GARFIELD	UNIVERSAL CABLE HOLDINGS, INC.
BUCKLIN	KS	FORD	UNIVERSAL CABLE HOLDINGS, INC.
BUFFALO	OK	HARPER	UNIVERSAL CABLE HOLDINGS, INC.
BUFFALO SPRINGS	TX	CLAY	UNIVERSAL CABLE HOLDINGS, INC.
BURLINGTON	OK	ALFALFA	UNIVERSAL CABLE HOLDINGS, INC.
BURNS FLAT	OK	WASHITA	UNIVERSAL CABLE HOLDINGS, INC.
BURRTON	KS	HARVEY	UNIVERSAL CABLE HOLDINGS, INC.
BYARS	OK	MCCLAIN	UNIVERSAL CABLE HOLDINGS, INC.
CACHE	OK	COMANCHE	UNIVERSAL CABLE HOLDINGS, INC.
CALDWELL	KS	SUMNER	UNIVERSAL CABLE HOLDINGS, INC.
CALDWELL	TX	BURLESON	UNIVERSAL CABLE HOLDINGS, INC.
CALUMET	OK	CANADIAN	UNIVERSAL CABLE HOLDINGS, INC.
CAMARGO	OK	DEWEY	UNIVERSAL CABLE HOLDINGS, INC.
CAMP WOOD	TX	REAL	UNIVERSAL CABLE HOLDINGS, INC.
CANADIAN	TX	HEMPHILL	UNIVERSAL CABLE HOLDINGS, INC.
CANUTE	OK	WASHITA	UNIVERSAL CABLE HOLDINGS, INC.
CARLSBAD	TX	MIDLAND	UNIVERSAL CABLE HOLDINGS, INC.
CARMEN	OK	ALFALFA	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
CASHION	OK	KINGFISHER	UNIVERSAL CABLE HOLDINGS, INC.
CENTER POINT	TX	KERR	UNIVERSAL CABLE HOLDINGS, INC.
CENTERTOWN	MO	COLE	WK COMMUNICATIONS, INC
CHARLESTON	AR	FRANKLIN	WT ACQUISITION CORPORATION
CHECOTAH	OK	MCINTOSH	UNIVERSAL CABLE HOLDINGS, INC.
CHEROKEE	OK	ALFALFA	UNIVERSAL CABLE HOLDINGS, INC.
CHILLICOTHE	TX	HARDEMAN	UNIVERSAL CABLE HOLDINGS, INC.
CHRISTIAN COUNTY	MO	CHRISTIAN	WK COMMUNICATIONS, INC
CHRISTOVAL	TX	TOM GREEN	TELEVISION ENTERPRISES, INC.
CLARENDON	TX	DONLEY	UNIVERSAL CABLE HOLDINGS, INC.
CLAUDE	TX	ARMSTRONG	UNIVERSAL CABLE HOLDINGS, INC.
COLDWATER	KS	COMANCHE	UNIVERSAL CABLE HOLDINGS, INC.
COLE COUNTY	MO	COLE	WK COMMUNICATIONS, INC.
COLWICH	KS	SEDGWEICK	UNIVERSAL CABLE HOLDINGS, INC.
COMANCHE	OK	STEPHENS	UNIVERSAL CABLE HOLDINGS, INC.
COMFORT	TX	KERR	UNIVERSAL CABLE HOLDINGS, INC.
COOPER COUNTY	MO	COOPER	WK COMMUNICATIONS, INC
CORN	OK	WASHITA	WT ACQUISITION CORPORATION
CORNISH	OK	JEFFERSON	UNIVERSAL CABLE HOLDINGS, INC.
COUNTRY HAVEN	TX		UNIVERSAL CABLE HOLDINGS, INC.
COUNTY LINE	OK	STEPHENS	UNIVERSAL CABLE HOLDINGS, INC.
COVINGTON	OK	GARFIELD	UNIVERSAL CABLE HOLDINGS, INC.
CRANE	TX	CRANE	UNIVERSAL CABLE HOLDINGS, INC.
CROSBYTON	TX	CROSBY	UNIVERSAL CABLE HOLDINGS, INC.
CROWELL	TX	FOARD	UNIVERSAL CABLE HOLDINGS, INC.
CULBERTSON	NE	HITCHCOCK	UNIVERSAL CABLE HOLDINGS, INC.
CUSTER CITY	OK	CUSTER	WT ACQUISITION CORPORATION
CYRIL	OK	CADDO	WT ACQUISITION CORPORATION
DACOMA	OK	WOODS	UNIVERSAL CABLE HOLDINGS, INC.
DARROUZETT	TX	LIPSCOMB	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
DEWITT	AR	ARKANSAS	UNIVERSAL CABLE HOLDINGS, INC.
DICKENS	TX	DICKENS	UNIVERSAL CABLE HOLDINGS, INC.
DIGHTON	KS	LANE	UNIVERSAL CABLE HOLDINGS, INC.
DILL CITY	OK	WASHITA	UNIVERSAL CABLE HOLDINGS, INC.
DIMMITT	TX	CASTRO	UNIVERSAL CABLE HOLDINGS, INC.
DOVER	OK	KINGFISHER	UNIVERSAL CABLE HOLDINGS, INC.
DOWNS	KS	OSBORNE	UNIVERSAL CABLE HOLDINGS, INC.
DREXEL	MO	CASS	WK COMMUNICATIONS, INC.
DRUMMOND	OK	GARFIELD	UNIVERSAL CABLE HOLDINGS, INC.
EARTH	TX	LAMB	UNIVERSAL CABLE HOLDINGS, INC.
EDEN	TX	CONCHO	TELEVISION ENTERPRISES, INC.
ELDORADO	TX	SCHLEICHER	TELEVISION ENTERPRISES, INC.
ELGIN	OK	COMANCHE	WT ACQUISITION CORPORATION
ELLSWORTH	KS	ELLSWORTH	UNIVERSAL CABLE HOLDINGS, INC.
ENGLAND	AR	LONOKE	UNIVERSAL CABLE HOLDINGS, INC.
ERICK	OK	BECKMAN	UNIVERSAL CABLE HOLDINGS, INC.
EUFAULA	OK	MCINTOSH	UNIVERSAL CABLE HOLDINGS, INC.
FAIRGROVE	MO	GREENE	WK COMMUNICATIONS, INC.
FAIRPLAY	CO	PARK	UNIVERSAL CABLE HOLDINGS, INC.
FAIRVIEW	OK	MAJOR	UNIVERSAL CABLE HOLDINGS, INC.
FARGO	OK	ELLIS	UNIVERSAL CABLE HOLDINGS, INC.
FAYETTE	MO	HOWARD	UNIVERSAL CABLE HOLDINGS, INC.
FLATONIA	TX	FAYETTE	WT ACQUISITION CORPORATION
FLETCHER	OK	COMANCHE	WT ACQUISITION CORPORATION
FOLLETT	TX	LIPSCOMB	UNIVERSAL CABLE HOLDINGS, INC.
FORGAN	OK	BEAVER	UNIVERSAL CABLE HOLDINGS, INC.
FORT SCOTT	KS	BOURBON	WK COMMUNICATIONS, INC.
FORT SUMNER	NM	DEBACA	UNIVERSAL CABLE HOLDINGS, INC.
FOX	OK	CARTER	UNIVERSAL CABLE HOLDINGS, INC.
FRANKLIN	NE	FRANKLIN	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
FREEDOM	OK	WOODS	UNIVERSAL CABLE HOLDINGS, INC.
FRIENDSHIP	TX	LAMP	UNIVERSAL CABLE HOLDINGS, INC.
FRIONA	TX	PARMER	UNIVERSAL CABLE HOLDINGS, INC.
FRONTENACK	KS	CRAWFORD	WK COMMUNICATIONS, INC.
GAGE	OK	ELLIS	UNIVERSAL CABLE HOLDINGS, INC.
GARDEN PLAIN	KS	SEDGEWICK	UNIVERSAL CABLE HOLDINGS, INC.
GARDENDALE	TX	ECTOR	UNIVERSAL CABLE HOLDINGS, INC.
GEARY	OK	BLANE	UNIVERSAL CABLE HOLDINGS, INC.
GENESEO	KS	RICE	UNIVERSAL CABLE HOLDINGS, INC.
GIRARD	KS	CRAWFORD	WK COMMUNICATIONS, INC.
GLASGOW	MO	HOWARD	UNIVERSAL CABLE HOLDINGS, INC.
GOLTRY	OK	ALFALFA	UNIVERSAL CABLE HOLDINGS, INC.
GOULD	OK	HARMON	UNIVERSAL CABLE HOLDINGS, INC.
GRAND FALLS	TX	WARD	UNIVERSAL CABLE HOLDINGS, INC.
GROOM	TX	CARSON	UNIVERSAL CABLE HOLDINGS, INC.
HALE CENTER	TX	HALE	UNIVERSAL CABLE HOLDINGS, INC.
HAMMON	OK	ELLIS	UNIVERSAL CABLE HOLDINGS, INC.
HAPPY	TX	SWISHER	UNIVERSAL CABLE HOLDINGS, INC.
HARDESTY	OK	TEXAS	UNIVERSAL CABLE HOLDINGS, INC.
HARDTNER	KS	BARBER	UNIVERSAL CABLE HOLDINGS, INC.
HART	TX	CASTRO	UNIVERSAL CABLE HOLDINGS, INC.
HEALDTON	OK	CARTER	UNIVERSAL CABLE HOLDINGS, INC.
HEAVENER	OK	LEFLORE	WT ACQUISITION CORPORATION
HEDLEY	TX	DONLEY	UNIVERSAL CABLE HOLDINGS, INC.
HELENA	OK	ALFALFA	UNIVERSAL CABLE HOLDINGS, INC.
HENNESSEY	OK	KINGFISHER	UNIVERSAL CABLE HOLDINGS, INC.
HIGGINS	TX	LIPSCOMB	UNIVERSAL CABLE HOLDINGS, INC.
HILL CITY	KS	GRAHAM	UNIVERSAL CABLE HOLDINGS, INC.
HOLLIS	OK	HARMON	UNIVERSAL CABLE HOLDINGS, INC.
HOOKER	OK	TEXAS	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
HOWARDWICK	TX	DONLEY	UNIVERSAL CABLE HOLDINGS, INC.
HUDSON	TX	ANGELINA	WT ACQUISITION CORPORATION
HUNT	TX	KERR	UNIVERSAL CABLE HOLDINGS, INC.
HUNTER	OK	GARFIELD	UNIVERSAL CABLE HOLDINGS, INC.
HYDRO	OK	CADDO	WT ACQUISITION CORPORATION
IDALOU	TX	LUBBOCK	UNIVERSAL CABLE HOLDINGS, INC.
IMPERIAL	TX	PECOS	UNIVERSAL CABLE HOLDINGS, INC.
INDIAHOMA	OK	COMANCHE	UNIVERSAL CABLE HOLDINGS, INC.
INDIANOLA	NE	RED WILLOW	UNIVERSAL CABLE HOLDINGS, INC.
INGRAM	TX	KERR	TELEVISION ENTERPRISES, INC.
JET	OK	ALFALFA	UNIVERSAL CABLE HOLDINGS, INC.
JETMORE	KS	HODGEMAN	UNIVERSAL CABLE HOLDINGS, INC.
JOHNSON COUNTY	KS	JOHNSON	WK COMMUNICATIONS, INC.
JONES	OK	OKLAHOMA	WT ACQUISITION CORPORATION
JUNCTION	TX	KIMBLE	TELEVISION ENTERPRISES, INC.
KANAPOLIS	KS	ELLSWORTH	UNIVERSAL CABLE HOLDINGS, INC.
KARNES CITY	TX	KARNES	WT ACQUISITION CORPORATION
KENNEDY	TX	KARNES	WT ACQUISITION CORPORATION
KENSINGTON	KS	SMITH	UNIVERSAL CABLE HOLDINGS, INC.
KERMIT	TX	WINKLER	UNIVERSAL CABLE HOLDINGS, INC.
KINGFISHER	OK	KINGFISHER	UNIVERSAL CABLE HOLDINGS, INC.
KIOWA	KS	BARBER	UNIVERSAL CABLE HOLDINGS, INC.
KNOX CITY	TX	KNOX	UNIVERSAL CABLE HOLDINGS, INC.
KREMLIN	OK	GARFIELD	UNIVERSAL CABLE HOLDINGS, INC.
KRESS	TX	SWISHER	UNIVERSAL CABLE HOLDINGS, INC.
LACYGNE	KS	LINN	WK COMMUNICATIONS, INC.
LAHOMA	OK	GARFIELD	WT ACQUISITION CORPORATION
LANAGAN	MO	MCDONALD	WK COMMUNICATIONS, INC.
LAVERNE	OK	HARPER	UNIVERSAL CABLE HOLDINGS, INC.
LEBANON	MO	LACLEDE	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
LEEDEY	OK	DEWEY	UNIVERSAL CABLE HOLDINGS, INC.
LEFORS	TX	GRAY	UNIVERSAL CABLE HOLDINGS, INC.
LENORA	KS	NORTON	UNIVERSAL CABLE HOLDINGS, INC.
LEOTI	KS	WICHITA	UNIVERSAL CABLE HOLDINGS, INC.
LEXINGTON	MO	LAFAYETTE	UNIVERSAL CABLE HOLDINGS, INC.
LINCOLN	KS	LINCOLN	UNIVERSAL CABLE HOLDINGS, INC.
LINDSBORG	KS	MCPHERSON	UNIVERSAL CABLE HOLDINGS, INC.
LOCKNEY	TX	FLOYD	UNIVERSAL CABLE HOLDINGS, INC.
LOGAN	KS	PHILLIPS	UNIVERSAL CABLE HOLDINGS, INC.
LOHMAN	MO	COLE	WK COMMUNICATIONS, INC.
LONOKE	AR	LONOKE	UNIVERSAL CABLE HOLDINGS, INC.
LORENZO	TX	CROSBY	UNIVERSAL CABLE HOLDINGS, INC.
LOUISBURG	KS	MIMAMI	WK COMMUNICATIONS, INC.
LURAY	KS	RUSSELL	UNIVERSAL CABLE HOLDINGS, INC.
LYONS	TX	BURLESON	UNIVERSAL CABLE HOLDINGS, INC.
MACKSVILLE	KS	STAFFORD	UNIVERSAL CABLE HOLDINGS, INC.
MARSHALL	OK	LOGAN	UNIVERSAL CABLE HOLDINGS, INC.
MARYVILLE	MO	NODAWAY	WK COMMUNICATIONS, INC.
MASON COUNTY	TX	MASON	UNIVERSAL CABLE HOLDINGS, INC.
MASON	TX	MASON	UNIVERSAL CABLE HOLDINGS, INC.
MATADOR	TX	MOTLEY	UNIVERSAL CABLE HOLDINGS, INC.
MCDONALD	KS	RAWLINS	UNIVERSAL CABLE HOLDINGS, INC.
MCDONALD CO.	MO	MCDONALD	WK COMMUNICATIONS, INC.
MCINTOSH COUNTY	OK	MCINTOSH	UNIVERSAL CABLE HOLDINGS, INC.
MEADOW	TX	TERRY	UNIVERSAL CABLE HOLDINGS, INC.
MELROSE	NM	CURRY	UNIVERSAL CABLE HOLDINGS, INC.
MENARD	TX	MENARD	TELEVISION ENTERPRISES, INC.
MERIDIAN	OK	LOGAN	UNIVERSAL CABLE HOLDINGS, INC.
MERTZON	TX	IRION	UNIVERSAL CABLE HOLDINGS, INC.
MIAMI CITY	KS	MIAMI	WK COMMUNICATIONS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
MONAHANS	TX	WARD	UNIVERSAL CABLE HOLDINGS, INC.
MONTAGUE	TX	MONTAGUE	UNIVERSAL CABLE HOLDINGS, INC.
MOORELAND	OK	WOODWARD	WT ACQUISITION CORPORATION
MOUND CITY	KS	LINN	WK COMMUNICATIONS, INC.
MOUNT HOPE	KS	SEDGEWICK	UNIVERSAL CABLE HOLDINGS, INC.
MULESHOE	TX	BAILEY	UNIVERSAL CABLE HOLDINGS, INC.
NAPOLEON	MO	PLATTE	UNIVERSAL CABLE HOLDINGS, INC.
NASH	OK	GRANT	UNIVERSAL CABLE HOLDINGS, INC.
NATOMA	KS	OSBORNE	UNIVERSAL CABLE HOLDINGS, INC.
NEOSHO	MO	NEWTON	WK COMMUNICATIONS, INC.
NESS CITY	KS	NESS	UNIVERSAL CABLE HOLDINGS, INC.
NEW DEAL	TX	LUBBOCK	UNIVERSAL CABLE HOLDINGS, INC.
NEWCASTLE	OK	MCCLAIN	WT ACQUISITION CORPORATION
NIXA	MO	CHRISTIAN	WK COMMUNICATIONS, INC.
NIXON	TX	GONZALES	WT ACQUISITION CORPORATION
NODAWAY	MO	HOLT	WK COMMUNICATIONS, INC.
NOEL	MO	MCDONALD	WK COMMUNICATIONS, INC.
NORTON	KS	NORTON	UNIVERSAL CABLE HOLDINGS, INC.
NORWICH	KS	KINGMAN	UNIVERSAL CABLE HOLDINGS, INC.
OBERLIN	KS	DECATUR	UNIVERSAL CABLE HOLDINGS, INC.
OKARCHE	OK	CANADIAN	UNIVERSAL CABLE HOLDINGS, INC.
OKEENE	OK	BLAINE	UNIVERSAL CABLE HOLDINGS, INC.
OLTON	TX	LAMB	UNIVERSAL CABLE HOLDINGS, INC.
ORLEANS	NE	HARLAN	UNIVERSAL CABLE HOLDINGS, INC.
OSAWATOMIE	KS	MIMAMI	WK COMMUNICATIONS, INC.
OXFORD	NE	HARLAN	UNIVERSAL CABLE HOLDINGS, INC.
OZARK	MO	CHRISTIAN	WK COMMUNICATIONS, INC.
O'BRIEN	TX	HASKELL	UNIVERSAL CABLE HOLDINGS, INC.
PADUCAH	TX	COTTLE	UNIVERSAL CABLE HOLDINGS, INC.
PAOLA	KS	MIMAMI	WK COMMUNICATIONS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
PAOLI	OK	GARVIN	UNIVERSAL CABLE HOLDINGS, INC.
PECOS	TX	REEVES	UNIVERSAL CABLE HOLDINGS, INC.
PETERSBURG	TX	HALE	UNIVERSAL CABLE HOLDINGS, INC.
PHILLIPSBURG	KS	PHILLIPS	UNIVERSAL CABLE HOLDINGS, INC.
PIEDMONT	OK	CANADIAN	WT ACQUISITION CORPORATION
PINEVILLE	MO	MCDONALD	WK COMMUNICATIONS, INC.
PLAINS	TX	YOAKUM	UNIVERSAL CABLE HOLDINGS, INC.
PLAINVILLE	KS	ROOKS	UNIVERSAL CABLE HOLDINGS, INC.
PLEASANTON	KS	LINN	WK COMMUNICATIONS, INC.
POND CREEK	OK	GRANT	UNIVERSAL CABLE HOLDINGS, INC.
POST	TX	GARZA	UNIVERSAL CABLE HOLDINGS, INC.
POTEAU	OK	LEFLORE	WT ACQUISITION CORPORATION
PRETTY PRAIRIE	KS	RENO	UNIVERSAL CABLE HOLDINGS, INC.
PROTECTION	KS	COMANCHE	UNIVERSAL CABLE HOLDINGS, INC.
FRUITT CITY	OK		UNIVERSAL CABLE HOLDINGS, INC.
QUANAH	TX	HARDEMAN	UNIVERSAL CABLE HOLDINGS, INC.
QUITAGUE	TX	BRISCOE	UNIVERSAL CABLE HOLDINGS, INC.
RALLS	TX	CROSBY	UNIVERSAL CABLE HOLDINGS, INC.
RATLIFF CITY	OK	CARTER	UNIVERSAL CABLE HOLDINGS, INC.
RED CLOUD	NE	WEBSTER	UNIVERSAL CABLE HOLDINGS, INC.
REESE AFB	TX	LUBBOCK	UNIVERSAL CABLE HOLDINGS, INC.
REEVES COUNTY	TX	REEVES	UNIVERSAL CABLE HOLDINGS, INC.
RINGLING	OK	JEFFERSON	UNIVERSAL CABLE HOLDINGS, INC.
RINGWOOD	OK	MAJOR	WT ACQUISITION CORPORATION
ROARING SPRINGS	TX	MOTLEY	UNIVERSAL CABLE HOLDINGS, INC.
ROBY	TX	FISHER	UNIVERSAL CABLE HOLDINGS, INC.
ROCK SPRINGS	TX	EDWARDS	UNIVERSAL CABLE HOLDINGS, INC.
ROCKDALE	TX	MILAM	UNIVERSAL CABLE HOLDINGS, INC.
ROOSEVELT	OK	KIOWA	UNIVERSAL CABLE HOLDINGS, INC.
ROPESVILLE	TX	HOCKLEY	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
RUNGE	TX	KARNES	WT ACQUISITION CORPORATION
RUSH SPRINGS	OK	GRADY	UNIVERSAL CABLE HOLDINGS, INC.
RYAN	OK	JEFFERSON	UNIVERSAL CABLE HOLDINGS, INC.
SAINT JO	TX	MONTAGUE	UNIVERSAL CABLE HOLDINGS, INC.
SAN SABA	TX	SAN SABA	TELEVISION ENTERPRISES, INC.
SANTA ROSA	NM	GUADALUPE	UNIVERSAL CABLE HOLDINGS, INC.
SE LUBBOCK	TX	LUBBOCK	PONCA HOLDINGS, INC.
SEILING	OK	DEWEY	UNIVERSAL CABLE HOLDINGS, INC.
SENECA	MO	NEWTON	WK COMMUNICATIONS, INC.
SHALLOWATER	TX	LUBBOCK	UNIVERSAL CABLE HOLDINGS, INC.
SHAMROCK	TX	WHEELER	UNIVERSAL CABLE HOLDINGS, INC.
SHARONSPRINGS, KS	KS	WALLACE	UNIVERSAL CABLE HOLDINGS, INC.
SHATTUCK	OK	ELLIS	UNIVERSAL CABLE HOLDINGS, INC.
SHERWOOD	TX	IRION	UNIVERSAL CABLE HOLDINGS, INC.
SILVERTON	TX	BRISCOE	UNIVERSAL CABLE HOLDINGS, INC.
SKELLYTOWN	TX	CARSON	UNIVERSAL CABLE HOLDINGS, INC.
SMITH CENTER	KS	SMITH	UNIVERSAL CABLE HOLDINGS, INC.
SMYER	TX	HOCKLEY	UNIVERSAL CABLE HOLDINGS, INC.
SOMMERVILLE	TX	BURLESON	UNIVERSAL CABLE HOLDINGS, INC.
SONORA	TX	SUTTON	TELEVISION ENTERPRISES, INC.
SOUTH HAVEN	KS	SUMNER	UNIVERSAL CABLE HOLDINGS, INC.
SOUTHWEST CITY	MO	MCDONALD	WK COMMUNICATIONS, INC.
SPEARMAN	TX	HANSFORD	UNIVERSAL CABLE HOLDINGS, INC.
SPIRO	OK	LEFLORE	WT ACQUISITION CORPORATION
SPRING HILL	KS	JOHNSON	WK COMMUNICATIONS, INC.
SPUR	TX	DICKENS	UNIVERSAL CABLE HOLDINGS, INC.
ST. FRANCIS	KS	CHEYENNE	UNIVERSAL CABLE HOLDINGS, INC.
ST. MARTINS	MO	COLE	WK COMMUNICATIONS, INC.
ST. JOHN	KS	STAFFORD	UNIVERSAL CABLE HOLDINGS, INC.
STERLING	KS	RICE	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
STERLING CITY	TX	STERLING	UNIVERSAL CABLE HOLDINGS, INC.
STOCKTON	KS	ROOKS	UNIVERSAL CABLE HOLDINGS, INC.
STRATFORD	TX	SHERMAN	UNIVERSAL CABLE HOLDINGS, INC.
STUTTGART	AR	ARKANSAS	UNIVERSAL CABLE HOLDINGS, INC.
SUDAN	TX	LAMB	UNIVERSAL CABLE HOLDINGS, INC.
SUMMITT COUNTY	CO	SUMMITT	UNIVERSAL CABLE HOLDINGS, INC.
SUNDOWN	TX	HOCKLEY	UNIVERSAL CABLE HOLDINGS, INC.
SYLVAN GROVE	KS	LINCOLN	UNIVERSAL CABLE HOLDINGS, INC.
TATUM	NM	LEA	UNIVERSAL CABLE HOLDINGS, INC.
TEMPLE	OK	COTTON	UNIVERSAL CABLE HOLDINGS, INC.
TERRAL	OK	JEFFERSON	UNIVERSAL CABLE HOLDINGS, INC.
THOMAS	OK	CLUSTER	UNIVERSAL CABLE HOLDINGS, INC.
THORTONVILLE	TX	WARD	UNIVERSAL CABLE HOLDINGS, INC.
TIPTON	KS	MITCHELL	UNIVERSAL CABLE HOLDINGS, INC.
TRIBUNE	KS	GREELEY	UNIVERSAL CABLE HOLDINGS, INC.
TULIA	TX	SWISHER	UNIVERSAL CABLE HOLDINGS, INC.
UNION CITY	OK	CANADIAN	UNIVERSAL CABLE HOLDINGS, INC.
VAUGHN	NM	GUADALUPE	UNIVERSAL CABLE HOLDINGS, INC.
VELMA	OK	STEPHENS	UNIVERSAL CABLE HOLDINGS, INC.
VICI	OK	DEWEY	UNIVERSAL CABLE HOLDINGS, INC.
VICTORIA	KS	ELLIS	UNIVERSAL CABLE HOLDINGS, INC.
WAKITA	OK	GRANT	UNIVERSAL CABLE HOLDINGS, INC.
WALDRON	AR	SCOTT	WK ACQUISITION CORPORATION
WALTERS	OK	COTTON	UNIVERSAL CABLE HOLDINGS, INC.
WANNETTE	OK	POTTAWATOM	UNIVERSAL CABLE HOLDINGS, INC.
WARD COUNTY	TX	WARD	UNIVERSAL CABLE HOLDINGS, INC.
WARDSVILLE	MO	COLE	WK COMMUNICATIONS, INC.
WASHINGTON	OK	MCCLAIN	UNIVERSAL CABLE HOLDINGS, INC.
WATONGA	OK	BLAINE	UNIVERSAL CABLE HOLDINGS, INC.
WAUKOMIS	OK	GARFIELD	WT ACQUISITION CORPORATION

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
WAURIKA	OK	JEFFERSON	UNIVERSAL CABLE HOLDINGS, INC.
WEATHERFORD	OK	CUSTER	WT ACQUISITION CORPORATION
WELLINGTON	MO	LAFAYETTE	UNIVERSAL CABLE HOLDINGS, INC.
WHITE FACE	TX	COCHRAN	UNIVERSAL CABLE HOLDINGS, INC.
WICKETT	TX	WARD	UNIVERSAL CABLE HOLDINGS, INC.
WILSON	OK	CARTER	UNIVERSAL CABLE HOLDINGS, INC.
WINK	TX	WINKLER	UNIVERSAL CABLE HOLDINGS, INC.
WINKLER COUNTY	TX	WINKLER	UNIVERSAL CABLE HOLDINGS, INC.
WOLFFORTH	TX	LUBBOCK	UNIVERSAL CABLE HOLDINGS, INC.
WOODROW	TX	LUBBOCK	UNIVERSAL CABLE HOLDINGS, INC.
WOODWARD	OK	WOODWARD	WT ACQUISITION CORPORATION
WRAY	CO	YUMA	UNIVERSAL CABLE HOLDINGS, INC.
YORKTOWN	TX	DEWITT	WT ACQUISITION CORPORATION

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SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
MELROSE	NM	CURRY	UNIVERSAL CABLE HOLDINGS, INC.
FORT SUMNER	NM	DEBACA	UNIVERSAL CABLE HOLDINGS, INC.
SANTA ROSA	NM	GUADALUPE	UNIVERSAL CABLE HOLDINGS, INC.
VAUGHN	NM	GUADALUPE	UNIVERSAL CABLE HOLDINGS, INC.
TATUM	NM	LEA	UNIVERSAL CABLE HOLDINGS, INC.
FRUITT CITY	OK		UNIVERSAL CABLE HOLDINGS, INC.
CARMEN	OK	ALFALFA	UNIVERSAL CABLE HOLDINGS, INC.
HELENA	OK	ALFALFA	UNIVERSAL CABLE HOLDINGS, INC.
JET	OK	ALFALFA	UNIVERSAL CABLE HOLDINGS, INC.
CHEROKEE	OK	ALFALFA	UNIVERSAL CABLE HOLDINGS, INC.
BURLINGTON	OK	ALFALFA	UNIVERSAL CABLE HOLDINGS, INC.
GOLTRY	OK	ALFALFA	UNIVERSAL CABLE HOLDINGS, INC.
BEAVER	OK	BEAVER	UNIVERSAL CABLE HOLDINGS, INC.
FORGAN	OK	BEAVER	UNIVERSAL CABLE HOLDINGS, INC.
ERICK	OK	BECKMAN	UNIVERSAL CABLE HOLDINGS, INC.
WATONGA	OK	BLAINE	UNIVERSAL CABLE HOLDINGS, INC.
OKEENE	OK	BLAINE	UNIVERSAL CABLE HOLDINGS, INC.
GEARY	OK	BLANE	UNIVERSAL CABLE HOLDINGS, INC.
HYDRO	OK	CADDO	WT ACQUISITION CORPORATION
ANADARKO	OK	CADDO	UNIVERSAL CABLE HOLDINGS, INC.
CYRIL	OK	CADDO	WT ACQUISITION CORPORATION
BINGER	OK	CADDO	WT ACQUISITION CORPORATION
UNION CITY	OK	CANADIAN	UNIVERSAL CABLE HOLDINGS, INC.
OKARCHE	OK	CANADIAN	UNIVERSAL CABLE HOLDINGS, INC.
CALUMET	OK	CANADIAN	UNIVERSAL CABLE HOLDINGS, INC.
PIEDMONT	OK	CANADIAN	WT ACQUISITION CORPORATION
HEALDFON	OK	CARTER	UNIVERSAL CABLE HOLDINGS, INC.
FOX	OK	CARTER	UNIVERSAL CABLE HOLDINGS, INC.
WILSON	OK	CARTER	UNIVERSAL CABLE HOLDINGS, INC.
RATLIFF CITY	OK	CARTER	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
BOISE CITY	OK	CIMARRON	UNIVERSAL CABLE HOLDINGS, INC.
CACHE	OK	COMANCHE	UNIVERSAL CABLE HOLDINGS, INC.
INDIAHOMA	OK	COMANCHE	UNIVERSAL CABLE HOLDINGS, INC.
ELGIN	OK	COMANCHE	WT ACQUISITION CORPORATION
FLETCHER	OK	COMANCHE	WT ACQUISITION CORPORATION
WALTERS	OK	COTTON	UNIVERSAL CABLE HOLDINGS, INC.
TEMPLE	OK	COTTON	UNIVERSAL CABLE HOLDINGS, INC.
CUSTER CITY	OK	CUSTER	WT ACQUISITION CORPORATION
THOMAS	OK	CUSTER	UNIVERSAL CABLE HOLDINGS, INC.
WEATHERFORD	OK	CUSTER	WT ACQUISITION CORPORATION
ARAPAHO	OK	CUSTER	UNIVERSAL CABLE HOLDINGS, INC.
SEILING	OK	DEWEY	UNIVERSAL CABLE HOLDINGS, INC.
VICI	OK	DEWEY	UNIVERSAL CABLE HOLDINGS, INC.
CAMARGO	OK	DEWEY	UNIVERSAL CABLE HOLDINGS, INC.
LEEDEY	OK	DEWEY	UNIVERSAL CABLE HOLDINGS, INC.
FARGO	OK	ELLIS	UNIVERSAL CABLE HOLDINGS, INC.
ARNETT	OK	ELLIS	UNIVERSAL CABLE HOLDINGS, INC.
GAGE	OK	ELLIS	UNIVERSAL CABLE HOLDINGS, INC.
HAMMON	OK	ELLIS	UNIVERSAL CABLE HOLDINGS, INC.
SHATTUCK	OK	ELLIS	UNIVERSAL CABLE HOLDINGS, INC.
DRUMMOND	OK	GARFIELD	UNIVERSAL CABLE HOLDINGS, INC.
WAUKOMIS	OK	GARFIELD	WT ACQUISITION CORPORATION
BRECKENRIDGE	OK	GARFIELD	UNIVERSAL CABLE HOLDINGS, INC.
KREMLIN	OK	GARFIELD	UNIVERSAL CABLE HOLDINGS, INC.
HUNTER	OK	GARFIELD	UNIVERSAL CABLE HOLDINGS, INC.
COVINGTON	OK	GARFIELD	UNIVERSAL CABLE HOLDINGS, INC.
LAHOMA	OK	GARFIELD	WT ACQUISITION CORPORATION
PAOLI	OK	GARVIN	UNIVERSAL CABLE HOLDINGS, INC.
RUSH SPRINGS	OK	GRADY	UNIVERSAL CABLE HOLDINGS, INC.
POND CREEK	OK	GRANT	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
NASH	OK	GRANT	UNIVERSAL CABLE HOLDINGS, INC.
WAKITA	OK	GRANT	UNIVERSAL CABLE HOLDINGS, INC.
HOLLIS	OK	HARMON	UNIVERSAL CABLE HOLDINGS, INC.
GOULD	OK	HARMON	UNIVERSAL CABLE HOLDINGS, INC.
BUFFALO	OK	HARPER	UNIVERSAL CABLE HOLDINGS, INC.
LAVERNE	OK	HARPER	UNIVERSAL CABLE HOLDINGS, INC.
CORNISH	OK	JEFFERSON	UNIVERSAL CABLE HOLDINGS, INC.
RYAN	OK	JEFFERSON	UNIVERSAL CABLE HOLDINGS, INC.
WAURIKA	OK	JEFFERSON	UNIVERSAL CABLE HOLDINGS, INC.
TERRAL	OK	JEFFERSON	UNIVERSAL CABLE HOLDINGS, INC.
RINGLING	OK	JEFFERSON	UNIVERSAL CABLE HOLDINGS, INC.
KINGFISHER	OK	KINGFISHER	UNIVERSAL CABLE HOLDINGS, INC.
DOVER	OK	KINGFISHER	UNIVERSAL CABLE HOLDINGS, INC.
CASHION	OK	KINGFISHER	UNIVERSAL CABLE HOLDINGS, INC.
HENNESSEY	OK	KINGFISHER	UNIVERSAL CABLE HOLDINGS, INC.
ROOSEVELT	OK	KIOWA	UNIVERSAL CABLE HOLDINGS, INC.
POTEAU	OK	LEFLORE	WT ACQUISITION CORPORATION
BOKOSHE	OK	LEFLORE	WT ACQUISITION CORPORATION
SPIRO	OK	LEFLORE	WT ACQUISITION CORPORATION
HEAVENER	OK	LEFLORE	WT ACQUISITION CORPORATION
MARSHALL	OK	LOGAN	UNIVERSAL CABLE HOLDINGS, INC.
MERIDIAN	OK	LOGAN	UNIVERSAL CABLE HOLDINGS, INC.
AMES	OK	MAJOR	WT ACQUISITION CORPORATION
RINGWOOD	OK	MAJOR	WT ACQUISITION CORPORATION
FAIRVIEW	OK	MAJOR	UNIVERSAL CABLE HOLDINGS, INC.
WASHINGTON	OK	MCCLAIN	UNIVERSAL CABLE HOLDINGS, INC.
BYARS	OK	MCCLAIN	UNIVERSAL CABLE HOLDINGS, INC.
NEWCASTLE	OK	MCCLAIN	WT ACQUISITION CORPORATION
CHECOTAH	OK	MCINTOSH	UNIVERSAL CABLE HOLDINGS, INC.
EUFAULA	OK	MCINTOSH	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
MCINTOSH COUNTY	OK	MCINTOSH	UNIVERSAL CABLE HOLDINGS, INC.
BILLINGS	OK	NOBLE	UNIVERSAL CABLE HOLDINGS, INC.
JONES	OK	OKLAHOMA	WT ACQUISITION CORPORATION
WANNETTE	OK	POTTAWATOM	UNIVERSAL CABLE HOLDINGS, INC.
COMANCHE	OK	STEPHENS	UNIVERSAL CABLE HOLDINGS, INC.
ALMA	OK	STEPHENS	UNIVERSAL CABLE HOLDINGS, INC.
VELMA	OK	STEPHENS	UNIVERSAL CABLE HOLDINGS, INC.
COUNTY LINE	OK	STEPHENS	UNIVERSAL CABLE HOLDINGS, INC.
HOOKER	OK	TEXAS	UNIVERSAL CABLE HOLDINGS, INC.
HARDESTY	OK	TEXAS	UNIVERSAL CABLE HOLDINGS, INC.
BESSIE	OK	WASHITA	UNIVERSAL CABLE HOLDINGS, INC.
DILL CITY	OK	WASHITA	UNIVERSAL CABLE HOLDINGS, INC.
CORN	OK	WASHITA	WT ACQUISITION CORPORATION
BURNS FLAT	OK	WASHITA	UNIVERSAL CABLE HOLDINGS, INC.
CANUTE	OK	WASHITA	UNIVERSAL CABLE HOLDINGS, INC.
FREEDOM	OK	WOODS	UNIVERSAL CABLE HOLDINGS, INC.
DACOMA	OK	WOODS	UNIVERSAL CABLE HOLDINGS, INC.
WOODWARD	OK	WOODWARD	WT ACQUISITION CORPORATION
MOORELAND	OK	WOODWARD	WT ACQUISITION CORPORATION
COUNTRY HAVEN	TX		UNIVERSAL CABLE HOLDINGS, INC.
HUDSON	TX	ANGELINA	WT ACQUISITION CORPORATION
CLAUDE	TX	ARMSTRONG	UNIVERSAL CABLE HOLDINGS, INC.
MULESHOE	TX	BAILEY	UNIVERSAL CABLE HOLDINGS, INC.
SILVERTON	TX	BRISCOE	UNIVERSAL CABLE HOLDINGS, INC.
QUITAGUE	TX	BRISCOE	UNIVERSAL CABLE HOLDINGS, INC.
SOMMERVILLE	TX	BURLESON	UNIVERSAL CABLE HOLDINGS, INC.
LYONS	TX	BURLESON	UNIVERSAL CABLE HOLDINGS, INC.
CALDWELL	TX	BURLESON	UNIVERSAL CABLE HOLDINGS, INC.
GROOM	TX	CARSON	UNIVERSAL CABLE HOLDINGS, INC.
SKELLYTOWN	TX	CARSON	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
HART	TX	CASTRO	UNIVERSAL CABLE HOLDINGS, INC.
DIMMITT	TX	CASTRO	UNIVERSAL CABLE HOLDINGS, INC.
BELLEVUE	TX	CLAY	UNIVERSAL CABLE HOLDINGS, INC.
BUFFALO SPRINGS	TX	CLAY	UNIVERSAL CABLE HOLDINGS, INC.
WHITE FACE	TX	COCHRAN	UNIVERSAL CABLE HOLDINGS, INC.
EDEN	TX	CONCHO	TELEVISION ENTERPRISES, INC.
PADUCAH	TX	COTTLE	UNIVERSAL CABLE HOLDINGS, INC.
CRANE	TX	CRANE	UNIVERSAL CABLE HOLDINGS, INC.
CROSBYTON	TX	CROSBY	UNIVERSAL CABLE HOLDINGS, INC.
LORENZO	TX	CROSBY	UNIVERSAL CABLE HOLDINGS, INC.
RALLS	TX	CROSBY	UNIVERSAL CABLE HOLDINGS, INC.
YORKTOWN	TX	DEWITT	WT ACQUISITION CORPORATION
SPUR	TX	DICKENS	UNIVERSAL CABLE HOLDINGS, INC.
DICKENS	TX	DICKENS	UNIVERSAL CABLE HOLDINGS, INC.
CLARENDON	TX	DONLEY	UNIVERSAL CABLE HOLDINGS, INC.
HEDLEY	TX	DONLEY	UNIVERSAL CABLE HOLDINGS, INC.
HOWARDWICK	TX	DONLEY	UNIVERSAL CABLE HOLDINGS, INC.
GARDENDALE	TX	ECTOR	UNIVERSAL CABLE HOLDINGS, INC.
ROCK SPRINGS	TX	EDWARDS	UNIVERSAL CABLE HOLDINGS, INC.
FLATONIA	TX	FAYETTE	WT ACQUISITION CORPORATION
ROBY	TX	FISHER	UNIVERSAL CABLE HOLDINGS, INC.
LOCKNEY	TX	FLOYD	UNIVERSAL CABLE HOLDINGS, INC.
CROWELL	TX	FOARD	UNIVERSAL CABLE HOLDINGS, INC.
POST	TX	GARZA	UNIVERSAL CABLE HOLDINGS, INC.
NIXON	TX	GONZALES	WT ACQUISITION CORPORATION
LEFORS	TX	GRAY	UNIVERSAL CABLE HOLDINGS, INC.
HALE CENTER	TX	HALE	UNIVERSAL CABLE HOLDINGS, INC.
PETERSBURG	TX	HALE	UNIVERSAL CABLE HOLDINGS, INC.
ABERNATHY	TX	HALE	UNIVERSAL CABLE HOLDINGS, INC.
SPEARMAN	TX	HANSFORD	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
CHILLICOTHE	TX	HARDEMAN	UNIVERSAL CABLE HOLDINGS, INC.
QUANAHA	TX	HARDEMAN	UNIVERSAL CABLE HOLDINGS, INC.
O'BRIEN	TX	HASKELL	UNIVERSAL CABLE HOLDINGS, INC.
CANADIAN	TX	HEMPHILL	UNIVERSAL CABLE HOLDINGS, INC.
SMYER	TX	HOCKLEY	UNIVERSAL CABLE HOLDINGS, INC.
ROPEVILLE	TX	HOCKLEY	UNIVERSAL CABLE HOLDINGS, INC.
ANTON	TX	HOCKLEY	UNIVERSAL CABLE HOLDINGS, INC.
SUNDOWN	TX	HOCKLEY	UNIVERSAL CABLE HOLDINGS, INC.
MERTZON	TX	IRION	UNIVERSAL CABLE HOLDINGS, INC.
SHERWOOD	TX	IRION	UNIVERSAL CABLE HOLDINGS, INC.
KENNEDY	TX	KARNES	WT ACQUISITION CORPORATION
RUNGE	TX	KARNES	WT ACQUISITION CORPORATION
KARNES CITY	TX	KARNES	WT ACQUISITION CORPORATION
HUNT	TX	KERR	UNIVERSAL CABLE HOLDINGS, INC.
AQUAVISTA	TX	KERR	UNIVERSAL CABLE HOLDINGS, INC.
CENTER POINT	TX	KERR	UNIVERSAL CABLE HOLDINGS, INC.
COMFORT	TX	KERR	UNIVERSAL CABLE HOLDINGS, INC.
INGRAM	TX	KERR	TELEVISION ENTERPRISES, INC.
JUNCTION	TX	KIMBLE	TELEVISION ENTERPRISES, INC.
KNOX CITY	TX	KNOX	UNIVERSAL CABLE HOLDINGS, INC.
EARTH	TX	LAMB	UNIVERSAL CABLE HOLDINGS, INC.
AMHERST	TX	LAMB	UNIVERSAL CABLE HOLDINGS, INC.
OLTON	TX	LAMB	UNIVERSAL CABLE HOLDINGS, INC.
SUDAN	TX	LAMB	UNIVERSAL CABLE HOLDINGS, INC.
FRIENDSHIP	TX	LAMP	UNIVERSAL CABLE HOLDINGS, INC.
FOLLETT	TX	LIPSCOMB	UNIVERSAL CABLE HOLDINGS, INC.
DARROUZETT	TX	LIPSCOMB	UNIVERSAL CABLE HOLDINGS, INC.
BOOKER	TX	LIPSCOMB	UNIVERSAL CABLE HOLDINGS, INC.
HIGGINS	TX	LIPSCOMB	UNIVERSAL CABLE HOLDINGS, INC.
REESE AFB	TX	LUBBOCK	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
IDALOU	TX	LUBBOCK	UNIVERSAL CABLE HOLDINGS, INC.
NEW DEAL	TX	LUBBOCK	UNIVERSAL CABLE HOLDINGS, INC.
SE LUBBOCK	TX	LUBBOCK	PONCA HOLDINGS, INC.
SHALLOWATER	TX	LUBBOCK	UNIVERSAL CABLE HOLDINGS, INC.
WOLFFORTH	TX	LUBBOCK	UNIVERSAL CABLE HOLDINGS, INC.
WOODROW	TX	LUBBOCK	UNIVERSAL CABLE HOLDINGS, INC.
MASON COUNTY	TX	MASON	UNIVERSAL CABLE HOLDINGS, INC.
MASON	TX	MASON	UNIVERSAL CABLE HOLDINGS, INC.
BRADY	TX	MCCULLOCH	TELEVISION ENTERPRISES, INC.
MENARD	TX	MENARD	TELEVISION ENTERPRISES, INC.
CARLSBAD	TX	MIDLAND	UNIVERSAL CABLE HOLDINGS, INC.
ROCKDALE	TX	MILAM	UNIVERSAL CABLE HOLDINGS, INC.
SAINT JO	TX	MONTAGUE	UNIVERSAL CABLE HOLDINGS, INC.
MONTAGUE	TX	MONTAGUE	UNIVERSAL CABLE HOLDINGS, INC.
MATADOR	TX	MOTLEY	UNIVERSAL CABLE HOLDINGS, INC.
ROARING SPRINGS	TX	MOTLEY	UNIVERSAL CABLE HOLDINGS, INC.
FRIONA	TX	FARMER	UNIVERSAL CABLE HOLDINGS, INC.
BOVINA	TX	FARMER	UNIVERSAL CABLE HOLDINGS, INC.
IMPERIAL	TX	PECOS	UNIVERSAL CABLE HOLDINGS, INC.
CAMP WOOD	TX	REAL	UNIVERSAL CABLE HOLDINGS, INC.
REEVES COUNTY	TX	REEVES	UNIVERSAL CABLE HOLDINGS, INC.
PECOS	TX	REEVES	UNIVERSAL CABLE HOLDINGS, INC.
SAN SABA	TX	SAN SABA	TELEVISION ENTERPRISES, INC.
ELDORADO	TX	SCHLEICHER	TELEVISION ENTERPRISES, INC.
STRATFORD	TX	SHERMAN	UNIVERSAL CABLE HOLDINGS, INC.
STERLING CITY	TX	STERLING	UNIVERSAL CABLE HOLDINGS, INC.
SONORA	TX	SUTTON	TELEVISION ENTERPRISES, INC.
HAPPY	TX	SWISHER	UNIVERSAL CABLE HOLDINGS, INC.
TULIA	TX	SWISHER	UNIVERSAL CABLE HOLDINGS, INC.
KRESS	TX	SWISHER	UNIVERSAL CABLE HOLDINGS, INC.

SYSTEM	STATE	COUNTY	OWNING LEGAL ENTITY
MEADOW	TX	TERRY	UNIVERSAL CABLE HOLDINGS, INC.
CHRISTOVAL	TX	TOM GREEN	TELEVISION ENTERPRISES, INC.
BLOOMINGTON	TX	VICTORIA	WT ACQUISITION CORPORATION
BARSTOW	TX	WARD	UNIVERSAL CABLE HOLDINGS, INC.
MONAHANS	TX	WARD	UNIVERSAL CABLE HOLDINGS, INC.
WICKETT	TX	WARD	UNIVERSAL CABLE HOLDINGS, INC.
THORTONVILLE	TX	WARD	UNIVERSAL CABLE HOLDINGS, INC.
WARD COUNTY	TX	WARD	UNIVERSAL CABLE HOLDINGS, INC.
GRAND FALLS	TX	WARD	UNIVERSAL CABLE HOLDINGS, INC.
SHAMROCK	TX	WHEELER	UNIVERSAL CABLE HOLDINGS, INC.
WINK	TX	WINKLER	UNIVERSAL CABLE HOLDINGS, INC.
KERMIT	TX	WINKLER	UNIVERSAL CABLE HOLDINGS, INC.
WINKLER COUNTY	TX	WINKLER	UNIVERSAL CABLE HOLDINGS, INC.
PLAINS	TX	YOAKUM	UNIVERSAL CABLE HOLDINGS, INC.

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