

CALIFORNIA VIDEO FRANCHISE BOND

Bond No. 08469785
 Annual Premium \$5,000.00

KNOW ALL MEN BY THESE PRESENTS, THAT WE
SureWest TeleVideo d/b/a SureWest Broadband

(Hereinafter called Principal), as Principal and Fidelity and Deposit Company of Maryland
 (hereinafter called "Surety") as Surety, a Corporation organized and existing under the laws of Maryland
 are held and firmly bound unto State of California Public Utilities Commission
 (Hereinafter called "Obligee"), as Obligee, in the penal sum of
Five Hundred Thousand----- and 00/100 Dollars,
 (\$ 500,000.00) good and lawful money of the United States of America, to be
 paid to the Obligee, for the payment of which, well and truly to be made, we bind ourselves, our heirs,
 administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The above bound Principal has been issued a video programming Franchise by the Obligee
 authorizing the Principal to use the public streets and places in designated areas within the State of California to
 transmit and distribute video programming over a cable television system for television receivers located within
 the State of California. Principal is required, and has agreed to faithfully perform and observe and fulfill all
 obligations under federal and state statutes, rules and regulation relating to its status as a Franchise holder
 ("Holder"). Franchise referred to above is hereby made a part of this bond with the like force and effect as if
 here in set forth in length

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall
 faithfully perform obligations as outlined in said franchise agreement to the obligee, then this obligation shall
 be void, otherwise to remain in full force and effect.

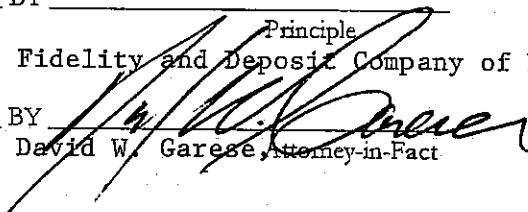
PROVIDED, HOWEVER, THAT THIS BOND IS EXECUTED BY THE PRINCIPAL AND SURETY,
 AND ACCEPTED BY THE OBLIGEE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. The term of this bond shall be from 12-17-08 to 12-17-09
 but it may be extended at the option of the Surety by execution of continuation certificates for such additional
 periods of time and amounts given as expressly agreed to and approved by all parties.
2. Regardless of the number of years this bond shall continue in force and of the number of premiums that
 shall be payable or paid, the surety shall not be liable hereunder to the Obligee for a larger amount in the
 aggregate than the penal sum herein.
3. That in the case of default, the Obligee will give written notice to the surety within 20 ten days thereafter.
4. No assignment shall be effective without the written consent of the surety.
5. The surety may cancel this bond at any time by giving the Obligee thirty (30) days written notice of its desire
 to be relieved of liability. It is understood that the Surety shall not be discharged of any liability already accrued
 prior to the effective date of cancellation.
6. All suits, actions on this bond must be brought within thirty (30) days of the termination of the Franchise
 Agreement or Bond, whichever shall occur first.
7. If any conflict or inconsistency exists between the Surety's obligation or undertakings as described in the
 Bond and as described in the underlying Agreement, then the terms of the Bond shall prevail.
8. This bond shall not bind the surety unless the bond is accepted by the Obligee. The acknowledgment and
 acceptance of such bond is demonstrated by signing where indicated below. If this obligation is not accepted
 by way of signature of the Obligee below, this bond shall be deemed null and void.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be executed in their names and by their seals to be hereunder affixed on this 17 day of December, 2008

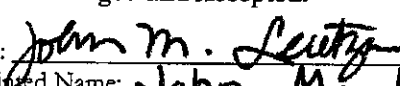
SureWest TeleVideo d/b/a SureWest Broadband

ATTEST _____ BY _____
Principle
Fidelity and Deposit Company of Maryland

ATTEST _____ BY 
David W. Garese, Attorney-in-Fact

The above terms and conditions of this bond have been reviewed and accepted by
State of California Public Utilities Commission, the Obligea.

Acknowledged and Accepted:

By: 
Printed Name: John M. LEUTZA
Title: Director, Communications Division
Date: 2/9/09

ACKNOWLEDGMENT

State of California
County of Sacramento

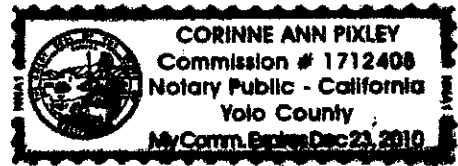
On December 17, 2008 before me, Corinne Ann Pixley
(insert name and title of the officer)

personally appeared David W. Garese
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Corinne Ann Pixley (Seal)



**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **David W. GARESE, of Sacramento, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.~~ This power of attorney revokes that issued on behalf of David W. Gareso, dated April 18, 1990.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of May, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

William J. Mills

By:

William J. Mills

Vice-President

State of Maryland }
City of Baltimore } ss:

On this 11th day of May, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011