# **FRANCHISE BOND**

# Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183

Attorney-in-Fact

Bond Number <u>105514490</u>
KNOW ALL MEN BY THESE PRESENTS, That, we, <u>BRESNAN COMMUNICATIONS, LLC</u> as Principal, and <u>Travelers Casualty and Surety Company of America</u> , a corporation of the State of Connecticut, as Surety, are held and firmly bound unto <u>CITY OF GRAND JUNCTION 250 North 5th Street Grand Junction, CO 81501</u> , as Obligee, in the sum of <u>Twenty Thousand and 00/100</u> Dollars, (\$_20,000.00) lawful money of the United States of America, to be paid unto said Obligee, its successors and assigns, jointly and severally, firmly by these
presents.
WHEREAS, the above bound Principal has entered into a written agreement dated, with the Obligee, which grants a Franchise to the Principal for use of its public streets and places to transmit and distribute electrical impulses through an open line-coaxial antenna system located therein. Principal has agreed to faithfully perform and observe and fulfill all terms and conditions of said Franchise agreement referred to above and said agreement is hereby made a part of this bond with like force and effect as if herein set forth in length.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above named Principal, its successors or assigns, does and shall well and truly observe, perform and fulfill its obligation as set forth in the above mentioned Franchise agreement, for which a bond must be posted, then the above obligation to be void; otherwise to remain in full force and effect.
The bond is subject, however, to the following express conditions:
FIRST: That in the event of a default on the part of the Principal, its successors or assigns, a written statement of such default with full details thereof shall be given to Surety promptly, and in any event, within thirty (30) days after the Obligee shall learn of such default, such notice to be delivered to Surety at its Home Office in Hartford, Connecticut by registered mail.
SECOND: That no claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced within (12) twelve months after the effective date of any termination or cancellation of this bond.
THIRD: That this bond may be terminated or canceled by Surety by 30 days prior notice in writing to Principal and to Obligee, such notice to be given by certified mail. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. The liability of the Surety shall be limited to the amount set forth above and is not cumulative.
FOURTH: That no right of action shall accrue under this bond to or for the use of any person other than the Obligee, and its successors and assigns.
IN WITNESS WHEREOF, the above bound Principal and the above bound Surety have hereunto set their hands and seals on the <a href="14th">14th</a> day of <a href="December">December</a> , <a href="2010">2010</a> .
BREŞNAN COMMUNICATIONS, LLC
Stay: Philip D'Ambrosio. SUPTAX
Travelers Casualty and Surety Company of America
Travelets destraitly and Streety Company of America
By: Deleva le Deming

Debra A. Deming



#### POWER OF ATTORNEY

Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

218869

Certificate No. 003356366

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra A. Deming

		8		
of the City of New York	S	State of New York	, their true and lawful Attorn	nev(s)-in-Fact.
each in their separate capacity if other writings obligatory in the r	more than one is named above, to	sign, execute, seal and acknowle ompanies in their business of gu	dge any and all bonds, recognizances, conditional uncaranteeing the fidelity of persons, guaranteeing the p	dertakings and
IN WITNESS WHEREOF, the	Companies have caused this instr	ument to be signed and their corr	porate seals to be hereto affixed, this	ı.
day of		AL THE	grand and	
	Farmington Casualty Compa Fidelity and Guaranty Insura Fidelity and Guaranty Insura St. Paul Fire and Marine Insu St. Paul Guardian Insurance	nce Company nce Underwriters, Inc. nrance Company	St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of A United States Fidelity and Guaranty Compan	
1982 0 1977 8 1977 8	MCORPORATED BY	SCONFORATOR SCONE	PORATE CONN.  WARTORD.  WA	KOPPORTED E
State of Connecticut City of Hartford ss.		Ву:	George W Thompson, Senior Vice President	
Inc., St. Paul Fire and Marine I Company, Travelers Casualty an	insurance Company, St. Paul Gua d Surety Company of America, a	ompany, Fidelity and Guaranty lardian Insurance Company, St. and United States Fidelity and G	ne personally appeared George W. Thompson, who Insurance Company, Fidelity and Guaranty Insurance Paul Mercury Insurance Company, Travelers Casual uaranty Company, and that he, as such, being author proporations by himself as a duly authorized officer.	Underwriters, ty and Surety
In Witness Whereof, I hereunto My Commission expires the 30th		ACTERNET STATE OF THE STATE OF	Marie C. Tetreault, Notary Publ	eoult
58440-4-09 Printed in U.S.A.				
	WARNING: THIS POWE	R OF ATTORNEY IS INVALID WIT	THOUT THE RED BORDER	

#### TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

#### HARTFORD, CONNECTICUT 06183

#### FINANCIAL STATEMENT AS OF DECEMBER 31, 2009

#### CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH BONDS INVESTMENT INCOME DUE AND ACCRUED PREMIUM BALANCES NET DEFERRED TAX ASSET REINSURANCE RECOVERABLE REINSURANCE RECEIVABLE INTERCOMPANY OTHER ASSETS	\$ 61,652,774 3,673,598,648 51,425,446 183,601,015 72,285,733 4,899,060 247,774,261 6,728,714	UNEARNED PREMIUMS LOSSES LOSS ADJUSTMENT EXPENSES COMMISSIONS TAXES, LICENSES AND FEES OTHER EXPENSES FUNDS HELD UNDER REINSURANCE TREATIES CURRENT FEDERAL AND FOREIGN INCOME TAXES REMITTANCES AND ITEMS NOT ALLOCATED AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS RETROACTIVE REINSURANCE RESERVE POLICYHOLDER DIVIDENDS PROVISION FOR REINSURANCE CEDED REINSURANCE NET PREMIUMS PAYABLE PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES OTHER ACCRUED EXPENSES AND LIABILITIES TOTAL LIABILITIES	\$ 839,517,654 698,279,067 391,864,355 34,630,566 59,474,472 31,736,727 101,203,706 6,951,413 49,206,988 47,770,209 3,174,766 6,825,721 7,950,503 (47,612,192) 60,758,201 1,322,861 \$ 2,494,857,039
		CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS TOTAL SURPLUS TO POLICYHOLDERS	\$ 6,480,000 433,803,760 1,396,664,801 \$ 1,836,848,661
TOTAL ASSETS	\$ 4,331,705,701	TOTAL LIABILITIES & SURPLUS	\$ 4,331,705,701

STATE OF CONNECTICUT
COUNTY OF HARTFORD

CITY OF HARTFORD )

) ) SS.

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2006.

THIS

HOTARY BURLLY MY COMMISSION EXPLIPES HAPPING

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19th DAY OF APRIL, 2010



December 30, 2010

Sean Hogue, Regional Vice President Bresnan Communications 2502 Foresight Circle Grand Junction, CO 81505

Sent certified mail

Dear Mr. Hogue:

As requested I am returning your franchise bond filed with us in 2008 (#1013774), replacing it with the new bond (#105514490) you provided.

Thank you.

Stephanie Tun

Stephanie Tuin, MMC

City Clerk



Bresnan Communications 2502 Foresight Circle Grand Junction, CO 81505 Direct: 877.273.7626 Fax: 970.245.6803 www.bresnan.com

December 27, 2010

Stephanie Tuin, City Clerk City of Grand Junction 250 N. 5<sup>th</sup> Street Grand Junction, CO 81501

Dear Ms. Tuin:

As you may know, Bresnan Communications recently merged with Cablevision Systems Corporation.

We are replacing the existing Bresnan Communications surety bond (number 105514490) on file with the city, with the new enclosed bond issued by Travelers Casualty and Surety Company of America in the amount of \$20,000.

Please return the old bond to:

Sean Hogue, Regional Vice President Bresnan Communications 2502 Foresight Circle Grand Junction, CO 81505

I appreciate your help. If you have any questions, please feel free to call me at 970-263-2301. Thank you for your assistance.

Sincerely,

Sean Hogue

**Regional Vice President** 

Return of Bona OK'd by John Shaver 12/29/10

## POWER OF ATTORNEY

COPY

LX - 019066

# Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

William G. Franey, Eammon T. Long, Brenda L. Patterson, \*\*\*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

David E. Campbell

#### **ACKNOWLEDGEMENT**

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
LYDIA J. DEJONG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/12/2007

Lydia J. DeJong Notary Public

#### CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this

24th

Day of March

20 08

A TEXAS INSURANCE COMPANY

Donald D. Buchanan Secretary

# FRANCHISE BOND

Bond No.: 1013774

### KNOW ALL MEN BY THESE PRESENTS,

THAT Bresnan Communications, LLC, as Principal, and Lexon Insurance Company, a corporation of the State of Texas, having its executive office in Louisvillle, KY, as Surety, are held and firmly bound unto City of Grand Junction, 250 North 5th Street, Grand Junction, CO 81501, hereinafter referred to as Obligee, in the penal sum of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to said penal sum regardless of the number of years this bond remains in force or is renewed, of the number of premiums that shall be payable or paid, the number of Subscribers to the system and/or legal fees which may be required and incurred.

WHEREAS, the Obligee has granted a franchise to Principal to use the public streets and places within its Municipality to construct, operate and maintain a Cable Television System to provide cable service within said City of Grand Junction, CO.

NOW THEREFORE, the condition of this obligation is such, that if the above bound Principal shall faithfully perform, well and truly observe and fulfill their terms and conditions of the franchise, then this obligation shall be null and void; otherwise it shall remain in full force and effect until cancelled.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder, that in the event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately delivered to the Surety by registered mail at its Home Office at 10002 SHELBYVILLE RD., SUITE 100, LOUISVILLE, KY 40223.

AND PROVIDED FURTHER that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the surety within twelve (12) months after an act of breach or cancellation of this bond or termination of said franchise, whichever occurs first.

This Bond may be terminated or canceled by Surety by giving thirty (30) days prior notice in writing from Surety to Principal and said Obligee, such notice to be given by certified mail. Such termination shall not affect any liability incurred or accrued under this Bond prior to the effective date of such termination or cancellation.

That this bond will supersede and replace Westchester Fire Insurance Company Bond # K0698552A, and any past, accrued or existing liability of Westchester Fire Insurance Company under the Bond will be covered under this new bond. Such liability shall not exceed the penal sum of the bond. Having accepted this new bond, the Obligee hereby releases and forever discharges Westchester Fire Insurance Company, its affiliates, successors and assigns from any and all liability and/or obligation under Westchester Fire Insurance Company Bond # K0698552A that the Obligee has now or may obtain in the future on any claim it has asserted in the past or may in the future assert under said bond, whether said claim be known or unknown, whether monetary or otherwise, and whether under contract or otherwise

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 24th day of March, 2008.

WITNESS:

NAME

Bresnan Communications, LLC

PRINCIPAL

BY:

BUPOCFO OF Bresage Corren tos In

TITLE + Man

LEXON INSURANCE COMPANY

SURETY

BY:

JERI L. RUSSELL, ATTORNEY-IN-FACT

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
Complete items 1, 2, and 3. Also con item 4 if Restricted Delivery is desire Print your name and address on the so that we can return the card to you Attach this card to the back of the mor on the front if space permits.  Sean Hogue, Regional V. Bresnan Communication 2502 Foresight Circle Grand Junction, CO 815	reverse u. nailpiece, /ice Presid	A. Signature  X O CO GONCO Addressee  B. Received by (Printed Name) C. Date of Delivery  D. Is delivery address different from item 1? Yes er delivery address below:  No  Cent  3. Service-Type  Addressee  Press Mail Registered Registered Registered Insured Mail C.O.D.  4. Restricted Delivery? (Extra Fee)	
Article Number     (Transfer from service label)	7008	2810 0000 5414 3825	
PS Form 3811, February 2004			

U.S. Postal Service CERTIFIED MAIL RECEIPT 3825 (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.comp 5474 \$ Postage Certified Fee Certified Fee

Return Receipt Fee
(Endorsement Required) Restricted Delivery Fee (Endorsement Required) 2810 Sean Hogue, Regional Vice President **Bresnan Communications** 7008 2502 Foresight Circle Grand Junction, CO 81505

PS Form 3800, August 2006

See Reverse for Instruction