

ASSUMPTION AGREEMENT

WHEREAS, NEVADA BANKING COMPANY loaned COM-STAR CABLEVISION OF NEVADA, LLC the sum of FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) evidenced by a Note dated SEPTEMBER 6, 1994, a Change in Terms Agreement dated December 15, 1994, a Change in Terms Agreement dated April 12, 1995, a Change in Terms Agreement dated November 28, 1995, an Extension Agreement dated May 12, 1997, an Extension Agreement dated May 23, 1997, a Change in Terms Agreement dated July 7, 1997, a Change in Terms Agreement dated August 21, 1997, and a Change in Terms Agreement dated June 3, 1998, and a Deed of Trust recorded AUGUST 25, 1997 in Book 897, Page 4452, Document No. 420121 in DOUGLAS County Records, and, a Deed of Trust recorded June 09, 1998 as Document No. 2219013 in WASHOE County Records.

WHEREAS, the undersigned CHARLES L. McCUBBINS and JUNE M. McCUBBINS desire to assume and agree to pay said indebtedness and perform all the obligations under said loan, and whereas NEVADA BANKING COMPANY is willing to consent to the assumption of indebtedness.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. CHARLES L. McCUBBINS and JUNE M. McCUBBINS hereby assume and agree to pay loan indebtedness, evidenced by said Note and Deeds of Trust, and to perform all of the obligations provided therein, it being agreed and understood that, as of this date, the indebtedness is unpaid principal of THREE HUNDRED THIRTY THOUSAND, ONE HUNDRED THIRTY-ONE DOLLARS AND FORTY-NINE CENTS (\$330,131.49). Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan on demand, or if no demand is made, in 46 regular payments of \$8,472.12 each and one irregular last payment estimated at \$12,559.27. Borrower's first payment is due June 15, 1998, and all subsequent payments are due on the same day of each month after that. Borrower's final payment due April 15, 2002, will be for all principal and all accrued interest not yet paid. Interest on this Note is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

The interest rate on this Note is subject to change from time to time based on changes in an independent index, which is the Prime rate as published in the Western Edition of the Wall Street Journal. When a range of rates has been published, the higher of the rates will be used (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each day. The Index currently is 8.50% per annum.

The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.50 percentage points over the Index, adjusted if necessary for the minimum and maximum rate limitation described below, resulting in an initial rate of 10.0% per annum. Notwithstanding any other provision of this Note, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rates. NOTICE: Under no circumstances will the interest rate on this Note be less than 9.0% per annum or more than the lesser of 12.0% per annum or the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

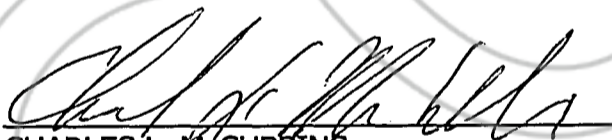
3. CHARLES L. McCUBBINS and JUNE M. McCUBBINS hereby agree overdue principal and (to the extent legally enforceable), overdue interest, whether caused by acceleration of maturity or otherwise, shall bear interest at the rate of 4.0 percent over the interest rate in effect at such time principal and interest become due, and an 8.0 percent late charge will be due on any loan which is 10 days or more delinquent.

All terms and conditions of the original note and any security thereto attached is fully incorporated herein and fully ratified.

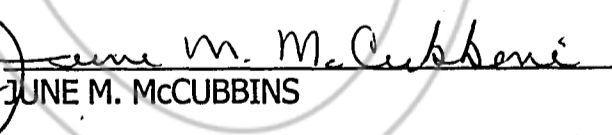
This assumption by said CHARLES L. McCUBBINS and JUNE M. McCUBBINS is joint and several and shall be binding upon its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 10th day of JUNE, 1998.

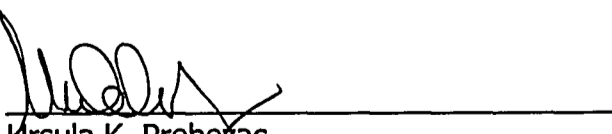
COM-STAR CABLEVISION OF NEVADA,
LLC


CHARLES L. McCUBBINS


CHARLES L. McCUBBINS, Member


JUNE M. McCUBBINS

NEVADA BANKING COMPANY


Ursula K. Prebezac
Senior Vice President

STATE OF NEVADA
COUNTY OF DOUGLAS

Subscribed before me this 10th day of JUNE, 1998, by CHARLES L. McCUBBINS, Member
for COM-STAR CABLEVISION OF NEVADA, LLC.



Hannah R. Kolz
Notary Public

STATE OF NEVADA
COUNTY OF DOUGLAS

Subscribed before this 10th day of JUNE, 1998, by CHARLES L. McCUBBINS



Hannah R. Kolz
Notary Public

STATE OF NEVADA
COUNTY OF DOUGLAS

Subscribed before this 10th day of JUNE, 1998, by JUNE M. McCUBBINS



Hannah R. Kolz
Notary Public

STATE OF NEVADA
COUNTY OF DOUGLAS

Subscribed before me this 10th day of JUNE, 1998, by Ursula K. Prebezac, and known to
me to be the Senior Vice President, authorized agent for the Lender, NEVADA BANKING
COMPANY, duly authorized by the Lender through its Board of Directors or otherwise, to
execute this instrument.



Hannah R. Kolz
Notary Public

REQUESTED BY
Nevada Banking Co
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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