

## **EXHIBIT 1**

### GUARANTEE OF PERFORMANCE

WHEREAS, the District has granted Starpower Communications, L.L.C. (the "Franchisee") a nonexclusive franchise (the "Franchise") for a term of five (5) years pursuant to pursuant to the D.C. Cable Televisions Communications Act and Cable Television Reform Amendment Act (D.C. Law 4; 142; D.C. Law 14-193; D.C. Official Code Section 34-1251 et. seq.), as amended (the "D.C. Cable Act"), and the Open Video System Franchise Agreement between the Franchisee and the District dated June 28, 2005 (the "Franchise Agreement");

WHEREAS, the Franchise Agreement's term expired in June 2010, but Franchisee continues to exercise the Franchise under the Franchise Agreement, pending renewal;


WHEREAS, Radiate Holdings GP, LLC (the "Guarantor") will control Radiate Holdings, L.P., the parent of the Franchisee, and will have a substantial interest in the Franchise, in the conduct of the Franchisee, and in the Franchise Agreement, which are incorporated herein by this reference;

NOW, THEREFORE, the Guarantor hereby unconditionally guarantees the due and timely performance of any and all obligations of the Franchisee required by the Franchise Agreement and the Transfer Agreement, whether the obligation, or the failure to perform arose before or after Radiate Holdings, L.P., became the parent of Franchisee. The financial condition of the Franchisee or any parent or affiliate of the Franchisee shall not limit the ability of the Franchisee to properly and fully comply with the terms of the Franchise Agreement and Transfer Agreement. This Guarantee, unless terminated, substituted or canceled as hereinafter provided, shall remain in full force and effect for the term of the Franchise (including under any renewal franchise agreement); provided, however, that upon the District's prior written approval of a substitute guarantor, which approval shall not be unreasonably withheld, this Guarantee may be terminated, substituted or canceled upon written notice from the Guarantor to the District and the Franchisee; and provided, further, however, that the District's prior approval, written or otherwise, of a substitute guarantor shall not be required if, due to intracorporate reorganization that would not require District approval under Section 10 of the Franchise Agreement (or, if applicable, any renewal franchise agreement in force at the time of such intracorporate reorganization), the Guarantor's board no longer is the controlling board of the Franchisee, the entity whose board (or similar governance structure) will be similarly situated in terms of control of the Franchisee post-restructuring signs and becomes the Guarantor hereunder, and at least thirty (30) days' advance written notice has been given to the District of the substitution. Any such substitution of the Guarantor will be implemented in a manner that ensures that the substitute guarantee is in place and effective prior to or contemporaneously with the termination, substitution or cancellation of this Guarantee so that there is no breach in coverage.

Any such notice to be given hereunder shall be addressed to the District at

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with a copy to the Franchisee. Such termination shall not affect liability incurred or accrued under this Guarantee prior to the effective date of such termination or cancellation.

**By:**   
**Name:** Jeffrey B. Kramp  
**Title:** EVP, Secretary & General Counsel