

An ordinance # 682-05 granting a non-exclusive franchise for the maintenance and operation in Helena, Alabama of a cable system.

Be it ordained by the governing body of Helena, Alabama:

Section 1. Grant of Non-Exclusive Franchise.

There is hereby granted by Helena, Alabama and assigned a non-exclusive franchise to Bright House Networks, LLC, hereinafter referred to as the "Grantee", to operate and maintain a cable system for a period of five years.

If, at any time, additional franchises for a Cable System are granted, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted herein.

Section 2. Definitions.

For the purposes of this ordinance, the following terms, phrases, words and their derivations shall have the meanings given herein. The word "shall" is always mandatory and not merely directory.

- (1) "City" shall mean Helena, Alabama
- (2) "City Council" shall mean the elected governing body of Helena, Alabama.
- (3) "Franchise" shall mean the authorization to operate a cable television system, including all mutual rights, duties and obligations of the Grantee and the City as contained in this Ordinance.
- (4) "Grantee" shall mean Bright House Networks, LLC, its successor or any affiliated company in accordance with the provisions of this Ordinance
- (5) "Gross Receipts" shall mean those receipts derived directly or indirectly by the Grantee, from providing cable television services within the city, including, but not limited to, basic subscriber service monthly fees, pay cable fees, installation and reconnection fees, converter rentals; provided however, that this shall not include any taxes or copyright fees on services furnished by the Grantee herein imposed directly upon any subscriber or user by the state, local or other governmental unit and collected by the Grantee on behalf of said governmental unit.
- (6) "Service Area" shall mean the geographic area served by Grantee under a franchise granted by Jefferson County until such area was annexed by the City of Helena, as well as an area within two (2) miles of such geographic area.

(7) "System" shall mean those antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment or facilities, designed and constructed within the City for the purpose of producing, providing, receiving, transmitting amplifying and distributing, audio, video and other forms of electronics or directional duplex signals.

(8) "Senior Citizens" shall mean any person age fifty five (55) or above who is owner or renter of any premises to which Cable Television is provided. At the discretion of the Grantee, proof of age, ownership, lease, or occupancy shall be required

Section 3. Grant of Authority.

Grantee shall be given the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over, and under the streets, alleys, public ways now laid out or dedicated and in compatible easements, and all extensions thereof, and additions thereto, in the City, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the entire area of the City of a cable system for the integration, sale, and distribution of television, radio and other signals used for the receipt and transmission of information.

Grantee shall raise or lower wires or equipment upon the reasonable request of any third person, including any person holding a building permit. Expenses associated with raising and lowering the wires or equipment shall be paid by the person requesting the same (except in cases where Grantee is required to bear the costs under other provisions of this Franchise) and the Grantee may require advance payment. Grantee shall be entitled to require that it be given up to 10 days advance notice by the person requesting the movement.

Section 4. Compliance with Applicable Laws.

Grantee shall, at all times during the life of this Franchise, be subject, when not inconsistent with this Franchise, to all lawful exercise of the policy power by the City and to such legal regulation as the City shall hereafter provide.

Section 5. Compliance with FCC Regulation.

Grantee shall comply with all applicable rules and regulations of the Federal Communications Commission.

Copies of all petitions, applications and communications submitted by the Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting Cable System operations authorized pursuant to the Franchise, shall be submitted to the Council upon request.

Section 6. Compliance with Electrical Standards.

Construction and maintenance of the transmission and distribution system including house connections, shall be in accordance with the provisions of the National Electrical Safety Code of the National Board of Fire Underwriters, and such safety codes as now exist or which may be established in the future. In the event of a conflict among safety codes, the strictest standard shall apply.

Section 7. Service Area.

The Grantee shall provide cable service throughout the entire Service Area pursuant to the provisions of this Franchise and shall keep records of all service extended by the Grantee. Subject to applicable federal and state law this record shall be available for inspection by the City at the local office of the Grantee during regular office hours upon reasonable prior notice by the City to the Grantee.

(1) In all areas of the Service Area, the Grantee shall be required to extend its cable system pursuant to the following requirement:

(a) Grantee must extend and make the cable services available to every residential unit in all unserved, developing areas having at least twenty (20) residential units per cable mile as measured from the existing cable system, and shall extend its cable system simultaneously with the installation of utility lines provided that the Grantee is provided timely notice of such extension.

(b) Grantee must extend and make its cable services available to any isolated resident requesting connection to the standard connection charge, if the connection to the isolated resident would require no more than a standard one hundred and fifty feet (150') service drop line.

(2) In isolated residential areas not meeting the requirement for mandatory extension of service, Grantee shall provide, upon the request of a potential subscriber desiring service, an estimate of the costs required to extend service to said subscriber. Grantee may require advance payment or assurance of payment satisfactory to Grantee. The amount paid by subscribers for early extension shall be non refundable

Section 8. Customer Service.

Grantee shall comply with applicable Federal, State and local laws for the protection of privacy of cable subscribers.

Grantee shall render efficient repair service, and interrupt service only for good cause and for the shortest time possible. A toll free telephone number shall be maintained so that complaints and repair requests may be received by Grantee at any time. All non-emergency service requests and complaints shall be responded to within 5 days of receipt. All emergencies and/or system outages will be responded to within 24 hours

Grantee shall give City thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

The Grantee shall by appropriate means, as subscribers are connected or reconnected to the system, furnish information concerning the procedures for making inquiries and/or complaints, including the name, address and toll-free telephone number of the Grantee.

Section 9. Service to City.

Grantee shall provide and maintain one free connection of basic cable service to the City Hall, fire stations, and to all public primary and secondary schools located in the Service Area. The cost of any internal wiring shall be borne by the institution connections shall be provided at such times as service can be provided from the Grantee's existing distribution plant. If a distribution plant extension of the system is required which imposes an undue economic hardship, the Grantee shall have the right to petition the City for relief from the service commitments of this section Service shall be provided to newly constructed City facilities under the same terms and conditions and as soon as practical, but in no event later than two (2) years from the date of occupancy.

Section 10. Fee to City.

Grantee shall pay to the City for the privilege of operating a cable system under this franchise five percent (5%) of its Gross receipts or the maximum amount allowed by law, whichever is higher. Such percentage shall be payable to the

City on a quarterly basis due no later than 30 days following the end of the period.

City shall have the right to inspect for up to three previous years the Grantee's records showing its gross receipts for all services from which its contracted payouts are computed. No acceptance of any payout by the City shall be construed as a release of or an accord or satisfaction of any claim the City might have for further or additional sums payable under the terms of this franchise.

Section 11. Conditions on Street Use.

Grantee shall endeavor to obtain rights to use facilities belonging to other franchise holders within the City. Approval of the assignment of such rights to the Grantee by such other franchise holders is hereby expressly given by the City, it being the intention of the City that the Grantee will utilize existing public utility facilities where feasible.

All transmission and distribution structure, lines of equipment erected by the Grantee within the City shall be located so as not to interfere with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places, and not to interfere with existing public utility installation.

If the Grantee disturbs any pavements, sidewalks, driveways or other surfacing, it shall, at its own expense, and in the manner provided by the City, replace and restore all such pavings, sidewalks, driveways or other surfaces of any streets or alleys thus disturbed.

If at any time during the period of this Franchise, the City shall lawfully elect to alter, or change the grade or alley, or other public way, the Grantee shall upon reasonable notice by the City, remove and relocate its poles, wires, cables, underground conduits manholes, and other fixtures at its own expense; and in each instance comply with the requirements of the City. However, in the event that the City voluntarily and without requirement of law or contract compensates other communication providers ~~users of the public rights-of-way~~ for relocating their facilities, the Grantee shall also be compensated.

Section 12. Indemnification and Insurance.

(1) The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence
Combined Single Liability	(C.S.L.) \$2,000,000 General Aggregate
Auto Liability including:	\$1,000,000 per occurrence C.S.L. coverage on all owned, non-owned and hired autos
Umbrella Liability	\$1,000,000 per occurrence C.S.L

(2) The City shall be added as an additional insured to the above Commercial General Liability and Auto Liability Insurance coverage.

(3) The Grantee shall furnish the City with current certificates of insurance evidencing such coverage.

Section 13. Transfer.

Grantee shall promptly notify the City in the event of any sale or transfer of 25% or more of the voting stock or control of the Grantee.

Section 14. Notice.

Any notices to be sent to the parties hereto shall be sent to the following addresses; unless either party notifies the other in writing of another address:

City of Helena
P.O Box 262
Helena, AL 35080

Attn: President
Bright House Networks
151 London Parkway
Birmingham, AL 35211

Section 15. Duration and Renewal of Franchise.

This franchise and the rights, privileges and authority hereby granted shall take effect and be in force thirty (30) days from and after the final passage hereof and upon filing of acceptance by the Grantee, and shall, subject to the conditions hereof, continue in force and effect for a term of five (5) years.

However, as the City has indicated it may enter renewal negotiations with Charter Communications in the near future, Grantee agrees that should the City conclude such negotiations with Charter Communications during the term of this franchise, Grantee will negotiate in good faith a more comprehensive franchise for the rest of the term remaining on this agreement along similar lines as the new franchise granted to Charter Communications in such negotiations. ~~, Grantee will negotiate in good faith a more comprehensive franchise along similar lines as the franchise granted to Charter Communications.~~

Section 16. Emergency Use of Facilities.

In the case of any emergency or disaster, the Grantee shall upon request of the City, make available its facilities for emergency use during the emergency or disaster

Section 17. Public Records.

The City shall have access to records and other like materials of the Grantee relating to the operation of this franchise upon reasonable prior notice as mutually agreed upon by the City and franchisee.

Section 18. Forfeiture of Franchise.

(1) In addition to all other rights and powers pertaining to the City by virtue of this Franchise or otherwise, the City reserves the right to terminate and cancel this Franchise and all rights and privileges of the Grantee hereunder in the event that the Grantee:

(a) Violates any material provision of this Franchise or any rule, order, or determination of the City Council made pursuant to this Franchise, except where such violation, other than subsection (2) below, is without fault or due to any cause beyond Grantee's reasonable control, or through excusable neglect;

(b) Becomes insolvent, unable or unwilling to pay its debts, is adjudged as bankrupt;

(c) Attempts to evade any of the provisions of this Franchise or practices any fraud or deceit upon the City.

(2) Such termination and cancellation shall be by ordinance duly adopted after thirty (30) days written notice to the Grantee and shall in no way affect any of the City's rights under this Franchise or any provisions of law. In the event that such termination and cancellation depends upon a finding of fact, such finding of fact shall be made by the City Council or its representative. Before this Franchise may be terminated and cancelled under this section, the Grantee must be provided with an opportunity to be heard before the City Council and an opportunity to cure any condition leading to termination or cancellation. If the Grantee has corrected the condition leading to termination or cancellation within the thirty (30) days written notice of termination or cancellation, or, if such correction requires more than thirty (30) days, has begun to correct any such condition, this Franchise shall remain in effect.

(3) Prevention or delay of any performance under the Franchise due to circumstances beyond the control of Grantee or City including, but not limited to, natural disaster, employee strikes or war shall not be deemed noncompliance with or without a violation of this Franchise.

Section 19. Civil Rights.

Grantee shall comply at all times with applicable federal, state and local laws and all executive and administrative orders relating to nondiscrimination, equal employment and affirmative action.

Section 20. Separability.

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid, unconstitutional or unenforceable, such portion shall be deemed a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions hereof.

Section 21. Integration.

This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in the Agreement has been or is relied upon by any party to this Agreement.

Section 22. Rate Regulation.

To the extent that Federal or State Law or regulation may now, or as the same may hereafter be amended, authorize the City to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by the Grantee, the City shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City. If and when exercising rate regulation, the City shall abide by the terms and conditions set forth by the FCC.

Section 23. Modification of Franchise

No amendment or modification to this Agreement shall be effective unless in writing and signed by the Franchisee and the City.

Section 24. No Third Party Beneficiaries

This franchise agreement is made between Grantee and the City and is not intended to and does not create any rights or interests for any other party including without limitation any rights as a third party beneficiary of this agreement.

Dated this 15 th day of August, 2005.

City

By Charles P. ...
Mayor of the City of Helena

Peggy C. Dunaway
Witness City Clerk

Bright House Networks, LLC

Date 8/15/2005

By Will D. ...
President,
Birmingham Division

CERTIFICATION

I, Peggy C. Dunaway, the duly appointed and acting Clerk of the City of Helena, Alabama, do hereby certify that the within Ordinance Number **682-05** is a true copy as recited in the said City Clerk's Minute Book and posted by me as provided by law in three public places in said City, being on the bulletin board of the City Hall, and in the Helena Public Library in said City, in the BP Coosa Mart in the City of Helena and that said Ordinance shall become a duly lawful Ordinance of said City of the 21 day of August, 2005, five or more days after the posting of the same as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 15 day of August, 2005.


Peggy C. Dunaway
City Clerk



STATE OF ALABAMA
SHELBY COUNTY

I, Peggy C. Dunaway, City Clerk of the City of Helena, do hereby certify that the above is a true and correct copy of an Ordinance duly adopted by the Council of the City of Helena at its meeting held the 15 day of August, 2005.

Given under my hand and corporate seal of the City of Helena, this the 15 day of August, 2005.



Peggy C. Dunaway
City Clerk



An ordinance # 490-96 granting a non-exclusive franchise for the maintenance and operation in Helena, Alabama of a cable system.

Be it ordained by the governing body of Helena, Alabama:

Section 1. Grant of Non-Exclusive Franchise

There is hereby granted by Helena, Alabama and assigned a non-exclusive franchise to Marcus Cable of Alabama L.P., hereinafter referred to as the "Grantee", to operate and maintain a cable system for a period of ten years, with the option to renew for an additional ten years upon renegotiation and acceptance by both parties.

If, at any time, additional franchises for a Cable System are granted, such additional grants shall not operate to materially modify, revoke or terminate any rights previously granted to any Grantee, and the material provisions of any such additional franchise granted shall be reasonably comparable to those contained herein.

Section 2. Definitions

For the purposes of this ordinance, the following terms, phrases, words and their derivations shall have the meanings given herein. The word "shall" is always mandatory and not merely directory.

- (1) "City" shall mean Helena, Alabama.
- (2) "City Council" shall mean the elected governing body of Helena, Alabama.
- (3) "Franchise" shall mean the authorization to operate a cable television system, including all mutual rights, duties and obligations of the Grantee and the City as contained in this Ordinance.
- (4) "Grantee" shall mean Marcus Cable of Alabama L.P., its successor or any affiliated company in accordance with the provisions of this Ordinance.
- (5) "Gross Receipts" shall mean those receipts derived directly or indirectly by the Grantee, from providing cable television services within the city, including, but not limited to, basic subscriber service monthly fees, pay cable fees, installation and reconnection fees, converter rentals; provided however, that this shall not include any taxes or copyright fees on services furnished by the Grantee herein imposed directly upon any subscriber or user by the state, local or other governmental unit and collected by the Grantee on behalf of said governmental unit.
- (6) "System" shall mean those antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment or facilities, designed and constructed within the City for the purpose of producing, providing, receiving, transmitting

amplifying and distributing, audio, video and other forms of electronics or directional duplex signals.

- (7) "Senior Citizens" shall mean any person age fifty five (55) or above who is owner or renter of any premises to which Cable Television is provided. At the descretion of the Grantee, proof of age, ownership, lease, or occupancy shall be required.

Section 3. Grant of Authority

Grantee shall be given the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over, and under the streets, alleys, public ways now laid out or dedicated and in compatible easements, and all extensions thereof, and additions thereto, in the City, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the entire area of the City of a cable system for the integration, sale, and distribution of television, radio and other signals used for the receipt and transmission of information.

Grantee shall raise or lower wires or equipment upon the reasonable request of any third person, including any person holding a building permit. Expenses associated with raising and lowering the wires or equipment shall be paid by the person requesting the same (except in cases where Grantee is required to bear the costs under other provisions of this Franchise) and the Grantee may require advance payment. Grantee shall be entitled to require that it be given up to 10 days advance notice by the person requesting the movement.

Section 4. Compliance with Applicable Laws

Grantee shall, at all times during the life of this Franchise, be subject, when not inconsistent with this Franchise, to all lawful exercise of the policy power by the City and to such reasonable regulation as the City shall hereafter provide.

Section 5. Compliance with FCC Regulation

Grantee shall comply with all applicable rules and regulations of the Federal Communications Commission.

Copies of all petitions, applications and communications submitted by the Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting Cable System operations authorized pursuant to the Franchise, shall be submitted to the Council upon request.

Section 6. Compliance with Electrical Standards

Construction and maintenance of the transmission and distribution system including house connections, shall be in accordance with the provisions of the National Electrical Safety Code of

the National Board of Fire Underwriters, and such safety codes as now exist or which may be established in the future. In the event of a conflict among safety codes, the strictest standard shall apply.

Section 7. Service Territory

The Grantee shall provide cable service throughout the entire franchise areas pursuant to the provisions of this Franchise and shall keep records of all service extended by the Grantee. Subject to applicable federal and state law this record shall be available for inspection by the City at the local office of the Grantee during regular office hours upon reasonable prior notice by the City to the Grantee.

A. Line Extensions

- (1) In all areas of the Franchise territory, the Grantee shall be required to extend its cable system pursuant to the following requirement:
 - (a) Grantee must extend and make the cable services available to every residential unit in all unserved, developing areas having at least twenty (20) residential units per cable mile as measured from the existing cable system, and shall extend its cable system simultaneously with the installation of utility lines provided that the Grantee is provided timely notice of such extension.
 - (b) Grantee must extend and make its cable services available to any isolated resident requesting connection to the standard connection charge, if the connection to the isolated resident would require no more than a standard one hundred and fifty feet (150') service drop line.
- (2) In isolated residential areas not meeting the requirement for mandatory extension of service, Grantee shall provide, upon the request of a potential subscriber desiring service, an estimate of the costs required to extend service to said subscriber. Grantee may require advance payment or assurance of payment satisfactory to Grantee. The amount paid by subscribers for early extension shall be non refundable.
- (3) New Development Extensions that require complete

construction either Aerial or Underground will be analyzed upon being notified by the City or the Developer. The Grantee will within a reasonable amount of time return to the Developer a cost study. This study will reflect the advance assistance money that will be required and the reimbursement plan to the developer.

- (a) Reimbursement Plan: In return for advance assistance, Marcus will repay the developer on a yearly basis not to exceed five years a predetermined amount as the homes are occupied. The total amount repaid will not exceed the amount of the contract.

Section 8. Customer Service

Grantee shall comply with applicable Federal, State and local laws for the protection of privacy of cable subscribers.

Grantee shall render efficient repair service, and interrupt service only for good cause and for the shortest time possible. A toll free telephone number shall be maintained so that complaints and repair requests may be received by Grantee at any time. All non-emergency service requests and complaints shall be responded to within 5 days of receipt. All emergencies and/or system outages will be responded to within 24 hours.

Grantee shall give City thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

The Grantee shall by appropriate means, as subscribers are connected or reconnected to the system, furnish information concerning the procedures for making inquiries and/or complaints, including the name, address and toll-free telephone number of the grantee.

Section 9. Service to City

Grantee shall provide and maintain one free connection of basic cable service to the City Hall, fire stations, and to all public and parochial primary and secondary schools located in the City. The cost of any internal wiring shall be borne by the institution.

Such connections shall be provided at such times as service can be provided from the Grantee's existing distribution plant. If a distribution plant extension of the system is required which imposes an undue economic hardship, the Grantee shall have the right to petition the City for relief from the service commitments of this section. Service shall be provided to newly constructed City facilities under the same terms and conditions and as soon as practical, but in no event later than two (2) years from the date of occupancy.

Section 10. Fee to City

Grantee shall pay to the City for the privilege of operating a cable system under this franchise five percent (5%) of its Gross receipts. Such percentage shall be payable to the City on a quarterly basis due no later than 30 days following the end of the period. Sales taxes or any other taxes or fees including copyright fees which are collected from subscribers by the Grantee to be emitted by the Grantee to a governmental agency shall be deducted from the basic subscriber receipts prior to the computation of the semi- annual Franchise payment.

City shall have the right to inspect for up to three previous years the Grantee's records showing its gross receipts for all services from which its contracted payouts are computed. No acceptance of any payout by the City shall be construed as a release of or an accord or satisfaction of any claim the City might have for further or additional sums payable under the terms of this franchise.

Section 11. Conditions on Street Use

Grantee shall endeavor to obtain rights to use facilities belonging to other franchise holders within the City. Approval of the assignment of such rights to the Grantee by such other franchise holders is hereby expressly given by the City, it being the intention of the City that the Grantee will utilize existing public utility facilities where feasible.

All transmission and distribution structure, lines of equipment erected by the Grantee within the City shall be located so as not to interfere with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places, and not to interfere with existing public utility installation.

If the Grantee disturbs any pavements, sidewalks, driveways or other surfacing, it shall, at its own expense, and in the manner provided by the City, replace and restore all such pavings, sidewalks, driveways or other surfaces of any streets or alleys thus disturbed.

If at any time during the period of this Franchise, the City shall lawfully elect to alter, or change the grade or alley, or other public way, the Grantee shall upon reasonable notice by the City, remove and relocate its poles, wires, cables, underground conduits manholes, and other fixtures at its own expense, and in each instance comply with the requirements of the City.

Section 12. Indemnification and Insurance

(1) The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence,
Combined Single Liability	(C.S.L.) \$2,000,000 General Aggregate
Auto Liability including:	\$1,000,000 per occurrence C.S.L.coverage on all owned, non- owned and hired autos
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- (2) The City shall be added as an additional insured to the above Commercial General Liability and Auto Liability Insurance coverage.
- (3) The Grantee shall furnish the City with current certificates of insurance evidencing such coverage.

Section 13. Transfer

Grantee shall promptly notify the City in the event of any sale or transfer of 25% or more of the voting stock or control of the Grantee.

Section 14. Notice

Any notices to be sent to the parties hereto shall be sent to the following addresses; unless either party notifies the other in writing of another address:

City of
Helena
P.O. Box 262
Helena, Alabama
35080

Attn: General Manager
Marcus Cable
4601 Southlake Parkway
Suite 200
Birmingham, Al. 35244

A copy of all notices from Grantor to Grantee shall also be sent to Grantee's corporate offices:

Richard A. B. Gleiner
Marcus Cable
2911 Turtle Creek Blvd.
Suite 1300
Dallas, TX 75219

Section 15. Duration and Renewal of Franchise

This franchise and the rights, privileges and authority hereby granted shall take effect and be in force thirty (30) days from and after the final passage hereof and upon filing of acceptance by the Grantee, and shall continue in force and effect for a term of ten (10) years.

This franchise will be renewed for an additional ten (10) years if the Grantee has substantially complied with the material terms of the Franchise and with applicable law.

Section 16. Emergency Use of Facilities

In the case of any emergency or disaster, the Grantee shall upon request of the City, make available its facilities for emergency use during the emergency or disaster.

Section 17. Public Records

The City shall have access to records and other like materials of the Grantee upon reasonable prior notice as mutually agreed upon by the City and franchisee.

Section 18. Forfeiture of Franchise.

- (a) In addition to all other rights and powers pertaining to the City by virtue of this Franchise or otherwise, the City reserves the right to terminate and cancel this Franchise and all rights and privileges of the Grantee hereunder in the event that the Grantee:
 - (1) Violates any provision of this Franchise or any rule, order, or determination of the City Council made pursuant to this Franchise, except where such violation, other than subsection (2) below, is without fault or due to any cause beyond Grantee's reasonable control, or through excusable neglect;
 - (2) Becomes insolvent, unable or unwilling to pay its debts, is adjudged as bankrupt;
 - (3) Attempts to evade any of the provisions of this Franchise or practices any fraud or deceit upon the City.
- (b) Such termination and cancellation shall be by ordinance duly adopted after thirty (30) days written notice to the Grantee and shall in no way affect any of the

City's rights under this Franchise or any provisions of law. In the event that such termination and cancellation depends upon a finding of fact, such finding of fact shall be made by the City Council or its representative. Before this Franchise may be terminated and cancelled under this section, the Grantee must be provided with an opportunity to be heard before the City Council and an opportunity to cure any condition leading to termination or cancellation. If the Grantee has corrected the condition leading to termination or cancellation within the thirty (30) days written notice of termination or cancellation, or, if such correction requires more than thirty (30) days, has begun to correct any such condition, this Franchise shall remain in effect.

- (c) Prevention or delay of any performance under the Franchise due to circumstances beyond the control of Grantee or City including, but not limited to, natural disaster, employee strikes or war shall not be deemed noncompliance with or without a violation of this Franchise.

Section 19. Civil Rights

Grantee shall comply at all times with applicable federal, state and local laws and all executive and administrative orders relating to nondiscrimination, equal employment and affirmative action.

Section 20. Separability

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid, unconstitutional or unenforceable, such portion shall be deemed a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions hereof.

Section 21. Integration

This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in the Agreement has been or is relied upon by any party to this Agreement.

Section 22. Rate Regulation

To the extent that Federal or State Law or regulation may now, or as the same may hereafter be amended to, authorize the City to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by the Grantee, the City shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City. If and when exercising rate regulation, the City shall abide by the terms and conditions set forth by the FCC.

Dated this 29 day of Jan, 1996.

City

By Charles W. Penabaz
Mayor of the City Helena

Frances Farnick
Witness

Marcus Cable of Alabama L.P.

Date _____

By Eddy Cantor
Senior Vice President
Operations