

ORDINANCE NO. 2003-71

An Ordinance of the Town of Talty Granting a Franchise to Friendship Cable of Texas, Inc. for the Construction and Operation of a Cable System

The Town of Talty, Texas, having determined that the financial, legal, and technical ability of Friendship Cable of Texas, Inc., is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, does hereby ordain as follows:

SECTION 1 **Definition of Terms**

For the purpose of this ordinance (the "Ordinance"), the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- a. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.
- b. "Basic Cable" means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.
- c. "Cable Service" means (i) the one-way transmission to Subscribers of Video Programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.
- d. "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other equipment that is designed to provide Cable Service or other service to Subscribers.
- e. "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- f. "Franchise" means the initial authorization, or renewal thereof, issued by Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.
- g. "Franchising Authority" means the Town of Talty, Texas or the lawful successor, transferee, or assignee thereof.
- h. "Grantee" means Friendship Cable of Texas, Inc., or the lawful successor, transferee, or assignee thereof.

- i. "Basic Revenues" means the gross monthly revenues for the provision of Basic Cable received by Grantee from Subscribers located within the Service Area. "Basic Revenues" does not include: (i) any revenues received from any advertising carried on the Cable System; or (ii) any taxes on Basic Cable which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by Grantee on behalf of such governmental unit or agency. The term "Basic Revenues" shall, in addition to gross monthly revenues received from the provision of Basic Cable, include: (i) charges to connect, disconnect or reconnect subscribers, (ii) returned check fees, (iii) any revenues derived from services sold on a per channel basis; and (iv) any revenues derived from installation or repair charges.
- j. "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.
- k. "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by Franchising Authority in the Service Area which shall entitle Franchising Authority and Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Public Way" also means any easement now or hereafter held by Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchising Authority and Grantee to the use thereof for the purposes of installing or transmitting Grantee's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.
- l. "Service Area" means the present municipal boundaries of Franchising Authority if Franchising Authority is a town, and shall include any additions thereto by annexation or other legal means; and means the county boundaries of Franchising Authority if Franchising Authority is a county.
- m. "Subscriber" means a user of the Cable System who lawfully receives Cable Service or other service therefrom with Grantee's express permission.
- n. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2
Grant of Franchise

2.1 Grant. Franchising Authority hereby grants to Grantee a nonexclusive Franchise which authorizes Grantee to construct and operate a Cable System and offer Cable Service and other service in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

2.2 Term. The Franchise granted pursuant to this Ordinance shall be for an initial term of fifteen (15) years from the passed and adopted date of the Franchise unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

2.3 Acceptance. Grantee shall accept the Franchise granted pursuant hereto by signing this Ordinance and filing same with the Town Clerk or other appropriated official or agency of Franchising Authority within sixty (60) days after the passage and final adoption of this Ordinance.

2.4. Franchise Non-Exclusive; Equal Protection. The rights, privileges, and Franchise granted hereby are not exclusive and nothing herein contained shall be construed to prevent City from granting any like or similar rights, privileges, and Franchise to any other person within all or any portion of City. In the event the City enters into a Franchise, permit, license, authorization, or other agreement of any kind with any other Person other than the Grantee to enter into the City's Public Ways for the purpose of constructing or operating a Cable System or providing Cable Service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

2.5 Renewal of Franchise. By mutual consent, the Grantee shall have the option to renew this Franchise for an additional period not to exceed fifteen (15) years. Should Grantee desire to exercise this option, it shall so notify the Franchising Authority in writing, not less than three (3) months prior to expiration of this Franchise.

SECTION 3 **Standards of Service**

3.1 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Grantee, it shall, at its expense, replace and restore such Public Way to a condition equal to or better than the condition of the Public Way existing immediately prior to such disturbance.

3.3 Relocation at Request of Franchising Authority. Upon its receipt of reasonable advance notice, not to be less than five (5) business days, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public

Way, any property of Grantee when lawfully required by Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by Franchising Authority; but, Grantee shall in all cases have the right of abandonment of its property.

3.4 Relocation at Request of Third Party. Grantee shall, on the request of any Person holding a building moving permit issued by Franchising Authority, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by Grantee, making such payment in advance; and (b) Grantee is given not fewer than ten (10) business days advance written notice to arrange for such temporary wire changes.

3.5 Trimming of Trees and Shrubbery. Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with Grantee's wires, cables, or other equipment. Grantee shall be permitted to charge Persons who own, or are responsible for, such trees or natural growth for the cost of such trimming, provided that similar charges are assessed by and paid to the utilities of Franchising Authority for tree trimming. Grantee shall reasonably compensate Franchising Authority or property owner for any damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the System undertaken by Grantee. Such replacement shall satisfy any and all obligations Grantee may have to Franchising Authority or property owner pursuant to the terms of this Section.

3.6 Safety Requirements. Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Service Area.

3.7 Aerial and Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground. Nothing contained in this Section 3.7 shall require Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section 3.7, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

3.8 Required Extensions of Service. The Cable System, as constructed as of the date of the passage and final adoption of this Ordinance, substantially complies with the material provisions hereof. Grantee is hereby authorized to extend the Cable System as necessary, as desirable, or as required pursuant to the terms hereof within the Service Area. Whenever Grantee shall receive a request for service from at least fifteen (15) Subscribers within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its Cable System to such Subscribers at no cost to such Subscribers for system extension, other than the usual connection fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the Cable System, or as provided for under Section 3.9 of this Ordinance.

3.9 Subscriber Charges for Extensions of Service. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to Subscribers, or a density of fewer than fifteen (15) Subscribers per 1320 cable-bearing strand feet of trunk or distribution cable, Cable Service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. Potential subscribers shall bear the costs of the construction and other costs on a *pro rata* basis. Grantee may require payment in advance of the capital contribution in aid of construction borne by such potential subscribers.

3.10 Service to Public Buildings. Grantee shall provide without charge one (1) outlet of Basic Cable to Franchising Authority's office building(s) and public school building(s) that are passed by its Cable System. The outlets of Basic Cable shall not be used to distribute or sell Cable Service in or throughout such buildings; nor shall such outlets be located in common or public areas open to the public. Users of such outlets shall hold Grantee harmless from any and all liability or claims arising out of their use of such outlets, including, but not limited to, those arising from copyright liability, subject to and without waiver of the sovereign immunity of Franchise authority. Notwithstanding anything to the contrary set forth in this Section 3.10, Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to such buildings or premises exceeds one hundred fifty (150) cable feet, unless it is technically feasible and it will not adversely affect the operation, financial condition, or market development of the Cable System to do so, or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 150 cable feet. In the event that additional outlets of Basic Cable are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials. Upon request of Grantee, the building owner may also be required to pay the service fees associated with the provision of Basic Cable and the additional outlets relating thereto.

SECTION 4 **Regulation by Franchising Authority**

4.1 Franchise Fee.

(A) Grantee shall pay to Franchising Authority a franchise fee equal to five percent (5%) of Basic Revenues received by Grantee on a quarterly basis, beginning with the quarter ended September 1, 2003; provided, however, that Grantee may credit against any such payments: (i) any tax, fee, or assessment of any kind imposed by Franchising Authority or other governmental entity on a cable operator, or Subscriber, or both, solely because of their status as

such; (ii) any tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or Subscribers (including any such tax, fee, or assessment imposed, both on utilities and cable operators and their services), and (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax. For the purpose of this Section, the 3 month period applicable under the Franchise for the computation of the franchise fee shall be a calendar quarter, unless otherwise agreed to in writing by Franchising Authority and Grantee. The franchise fee payment shall be due and payable sixty (60) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a letter from a representative of Grantee showing the basis for the computation.

(B) Notwithstanding the foregoing and with respect to the first franchise fee payment due, Grantee shall be given at minimum of three (3) months to set up Subscriber billing cycles and to pass-through and collect franchise fees from Subscribers (the "Initial Collection Period"). Franchise fees due for the Initial Collection Period will be paid within sixty (60) days following the end of the first quarter immediately follows the Initial Collection Period.

4.3 Rates and Charges. Franchising Authority may not regulate the rates for the provision of Cable Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, Grantee has the right to modify its rates and charges, at its discretion and without consent of Franchising Authority, including, but not limited to, the implementation of additional charges and rates; provided, however, that Grantee shall give notice to Franchising Authority of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

4.4 Conditions of Sale. Except to the extent expressly required by federal or state law, if a renewal or extension of the Franchise is denied or the Franchise is lawfully terminated, and Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

Grantee and Franchising Authority agree that in the case of a lawful revocation of the Franchise, at Grantee's request, which shall be made in its sole discretion, Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. Franchising Authority further agrees that during such a period of time, it shall authorize Grantee to continue to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to Franchising Authority, Grantee and Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Grantee's continued operation of its Cable System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either Franchising Authority or Grantee. Notwithstanding anything to the contrary set forth in this Section 4.4, neither Franchising Authority nor Grantee shall be required to violate federal or state law.

4.5 Transfer of Franchise. All of the rights and privileges and all of the obligations, duties and liabilities created by this Franchise shall pass to and be binding upon the successors of the Franchising Authority and the successors and assigns of Grantee; and the same shall not be

assigned or transferred without the written approval of the Town Council, which approval shall not be unreasonably withheld; provided, however, that this Section shall not prevent the assignment or hypothecation of the Franchise by Grantee as security for debt without such approval; and provided further that transfers or assignments of this Franchise between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities which are controlled or managed by the same person, persons, or entities, shall be permitted without the prior approval of the Franchising Authority. If Grantee does not receive written notice of Franchising Authority's objection to such assignment within thirty (30) days of receipt of notice of such proposed assignment, sale or transfer, Franchising Authority's consent shall be deemed to have been given.

SECTION 5 **Compliance and Monitoring**

5.1 Books and Records. Grantee agrees that Franchising Authority may review such of Grantee's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the terms hereof. Such records include, but are not limited to, any public records required to be kept by Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. Franchising Authority agrees to treat any information disclosed to it by Grantee as confidential, and to disclose it only to employees, representatives, and agents of Franchising Authority that have a need to know, in order to enforce the provisions hereof, or where Franchising Authority is required to release or disclose such information by law, subpoena or court order.

SECTION 6 **Insurance, Indemnification, and Bonds or Other Surety**

6.1 Insurance Requirements. Grantee shall maintain in full force and effect during the term of the Franchise, at its own cost and expense, Comprehensive General Liability Insurance in the amount of \$1,000,000. Such insurance shall designate Franchising Authority as an additional insured.

6.2 Indemnification. By its acceptance of this Franchise, Grantee specifically agrees that Grantee shall indemnify, defend and hold Franchise Authority, its officers, agents, and employees, harmless from all liability, damage, cost or expense arising from claims for injury to persons, damage to property, or penalties occasioned by reason of any wrongful or negligent act or omission by Grantee, or by any officer, agent, or employee of Grantee, or Grantee's construction, installation, operation, or maintenance of its Cable System. Franchise Authority shall not and does not by reason of the granting of this Franchise assume any liability of Grantee whatsoever for injury to persons, damage to property, or penalties of any kind whatsoever. Franchise Authority shall cause notice of any such claim to be given to Grantee as soon as is reasonably possible following knowledge thereof by Franchise Authority. If, after proper notice is given by Franchise Authority to Grantee, Grantee should fail or refuse to defend Franchise Authority, its officers, agents, employees, or contractors against any and all claims for damages or penalties described in this Article, Franchise Authority may assume such defense, and Grantee shall pay, and by the acceptance of this Franchise specifically agrees that it will pay, all reasonable expenses incurred by Franchise Authority in providing such defense. These expenses

shall include out-of-pocket expenses such as, but not limited to, reasonable attorney's fees, witness fees, and court costs, and the reasonable value of any services rendered by any officers or employees of Franchise Authority and others retained by Franchise Authority in its behalf which are reasonably necessary for the preparation of Franchise Authority's defense.

6.3 Bonds and other Surety. Except as expressly provided herein, Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. Grantee and Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Service or other service. In order to minimize such costs, Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. Franchising Authority agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety shall be required. In the event that one is required in the future, Franchising Authority agrees to give Grantee at least sixty (60) days prior written notice thereof stating the reason for the requirement.

SECTION 7 **Enforcement and Termination of Franchise**

7.1 Notice of Violation. In the event that Franchising Authority believes that Grantee has not complied with the terms of the Franchise, it shall notify Grantee in writing of the exact nature of the alleged default.

7.2 Grantee's Right to Cure or Respond. Grantee shall have sixty (60) days from receipt of the notice described in Section 7.1: (a) to respond to Franchising Authority contesting the assertion of default; (b) to cure such default; or (c) in the event that, by the nature of the default, such default cannot be cured within the sixty (60) day period, to initiate reasonable steps to remedy such default and to notify Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within one hundred twenty (120) days after Grantee is notified of the alleged default pursuant to Section 7.1, Franchising Authority shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of Franchising Authority which is scheduled at a time which is no fewer than five (5) business days therefrom. Franchising Authority shall notify Grantee of the time and place of such meeting and provide Grantee with an opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event Franchising Authority determines, after such meeting, that Grantee is in default of any provision of the Franchise, Franchising Authority may:

- (a) Foreclose on all or any part of any security provided under the Franchise, if any, including, without limitation, any bonds or other surety; provided, however, that the foreclosure shall only be in such a manner and in such amount as Franchising Authority reasonably determines is necessary to remedy the default;

- (b) Commence an action at law for monetary damages or seek other equitable relief;
- (c) In the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or
- (d) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages.

Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of Franchising Authority to enforce prompt compliance.

7.5 Revocation of Franchise. In addition to all other rights and powers of Franchise Authority by virtue of this Franchise or otherwise, Franchise Authority reserves an additional and as a separate and distinct power the right to terminate and cancel this Franchise and all rights and privileges of Grantee hereunder in any of the following events or for any of the following reasons:

- (a) Violation of Material Provisions. Grantee by act or omission or provision fails to comply with the material terms as set forth in Section 24.06 this Franchise and fails or refuses to effect compliance following written demand by Franchise Authority to do so.
- (b) Insolvency or Bankrupt. Grantee becomes insolvent or is adjudged bankrupt or all or any part of Grantee's facilities are sold under an instrument to secure a debt and are not redeemed by Grantee within (30) days from the date of such sale; provided, however, this shall not be an event of termination or cancellation in the event of bankruptcy proceeding and the trustee, receiver, or debtor in possession agrees in writing to be bound by the terms of this Franchise.
- (c) Fraud or Deceit. Grantee attempts to or does practice any fraud or deceit in its conduct or relations under this Franchise with Franchise Authority, Subscribers, or potential subscribers.

7.6 Acts of God. Grantee shall not be held in default of the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such alleged default is caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

SECTION 8

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SECTION 9 **Miscellaneous Provisions**

9.1 Preemption. If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Franchise, then to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like

jurisdiction by Franchising Authority, the jurisdiction of Franchising Authority shall cease and no longer exist, only to the extent of such preemption.

9.2 Actions of Franchising Authority. In any action by Franchising Authority or representative thereof mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

9.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response to be served upon Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or responses to Franchising Authority shall be addressed as follows:

Town of Talty
P.O. Box 565
Forney, Texas 75126

Express Delivery or Packages Only:
11981 Classic Lane
Forney, Texas 75126

The notices or responses to Grantee shall be addressed as follows:

Friendship Cable of Texas, Inc.
dba Cebridge Connections
12444 Powerscourt Dr. Suite 450
St. Louis, MO 63131

Express Delivery or Packages Only:
12444 Powerscourt Suite 450
St Louis, MO 63131

Franchising Authority and Grantee may designate such other address or addresses from time to time by giving written notice to the other party.

9.4 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

9.5 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

Passed and adopted this 11th day of November, 2003, subject to applicable federal, state and local law.

TOWN OF TALTY

By: _____
Allison Weaver, Mayor (56431)

Carla Milligan, Town Secretary

Accepted this _____ day of _____, 20____, subject to applicable federal, state and local law.

FRIENDSHIP CABLE OF TEXAS, INC.

By: _____
Mike Zarrilli

Title: Senior Counsel/
Director Government Relations