

CABLE TELEVISION FRANCHISE AGREEMENT between
CABLE AMERICA CORPORATION
and
THE FRANCHISING AUTHORITY FOR
FORT LEONARD WOOD, MISSOURI

Contents:

<u>Sec.</u>	<u>Title</u>	<u>Sec.</u>	<u>Title</u>
1.	Scope of Agreement.	27.	Termination for Cause.
2.	Definitions.	28.	Receivership and Foreclosure.
3.	Disclaimer of Official Sanction.	29.	Liability Upon Expiration or Termination.
4.	Nondiscriminatory Availability.	30.	Deactivation of the Installation.
5.	Term of CATV Franchise Agreement.	31.	Removal of Facilities.
6.	Utility Poles and Ducts.	32.	Protection of Subscriber Privacy.
7.	CATV Franchisee's Fees: Regulation of Rates.	33.	Insurance.
8.	Franchise Fee.	34.	Amendments to Franchise Agreement.
9.	Cable Services.	35.	Installation Commander.
10.	Technical Requirements.	36.	Land Required by Franchisee.
11.	Construction and Operations Deadline.	37.	Force Majeure.
12.	Continuity of Service.	38.	Severability.
13.	Notice to Franchisee to Initiate or Discontinue Service at a Subscriber's Location.	39.	Billing and Payment.
14.	Repair and Complaint Service.	40.	CATV Outlets in Family Housing.
15.	Emergency Temporary Broadcasting Capability.	41.	Establishment of Advisory Committee.
16.	Reservation of Command/Educational Channels.	42.	Employment Requirement.
17.	Approval of Franchisee's Construction Operations.	43.	Use of Public Streets and Ways.
18.	Existing Government Equipment and Underground Facilities.	44.	Regulatory Authority/Responsibility.
19.	Liability for Utility Costs.	45.	Operation and Maintenance.
20.	No Other Government Furnished Property or Support.	46.	Franchisee Rules and Regulations.
21.	Franchisee Maps or Plats.	47.	Right to Delegate Regulation.
22.	Safety Requirements.	48.	Outside Regulatory Action.
23.	Assistance In Locating Underground Facilities.	49.	Emergency Override.
24.	Hold Harmless Agreement.	50.	Payment Center Accessible to Handicap.
25.	Indemnification.	51.	Miscellaneous Provisions.
26.	Non-transferability of Franchisee Rights.		Schedule A, Cable Television System, Schedule Of Fees
			Schedule B, Programming – Complete Listing
			Schedule C, Basic Cable Service Tier
			Schedule D, Fort Leonard Wood Educational Television (RTV) Service Locations

1. Scope of Agreement.

A. This CATV Franchise Agreement constitutes the entire agreement setting forth the terms and conditions under which the Franchisee is hereby granted a non-exclusive right to enter the installation and thereon to construct, install, and to maintain facilities and equipment; to utilize specified property; and to solicit subscribers (institutional and non-institutional) for the sole purpose of providing cable television service, provided Franchisee complies with the requirements of AR 210-7 and the Fort Leonard Wood supplement thereto prior, and solely with respect to, conducting any door-to-door solicitation. This Franchise Agreement constitutes an authorization to compete on the Fort Leonard Wood military reservation for non-institutional cable television business and to compete for institutional (Appropriated and Nonappropriated Fund) business when such services are sought per formal contract. This is a nonexclusive franchise.

B. Current federal law does not authorize the Franchising Authority to regulate other communications services such as local and long distance telephone service and internet service. Should federal law be modified during the term of this franchise nothing herein shall be construed as prohibiting the Franchise Authority from separately regulating such activities. In the absence of regulatory authority the Franchise Authority has no objection to such services being conducted through the same conduits as the Franchisee uses for its cable television system. Any additional infrastructure required for such service requires the prior permission of the Fort Leonard Wood Directorate of Information Management, the Director of Public Works and Leonard Wood Family Communities LLC. It is the responsibility of the Franchisee to comply with all Federal and State laws pertaining to communications services not falling within the scope of this Agreement. If the Franchisee should decide to offer such addition non-CATV services in the family housing areas of the Installation a separate solicitation permit must be obtained from the Garrison Commander. If an easement is required the Franchisee is responsible for all expenses associated with the issuance of any communications easements.

C. This Franchise Agreement in no way obligates the Franchising Authority or any person or entity at any time to reimburse the Franchisee for any costs, fixed or otherwise, required to put a CATV system into operation on the installation for the provision of cable television services to any category of subscribers. This license does not constitute a contract for the construction, installation or capital improvement of a cable television system on a military installation pursuant to the Federal Acquisition Regulation. This license does not extend to the Franchisee any protection pursuant to Section 833 of Public Law 104-201, nor any other law related to requests by a military installation for cable television services on a military installation. This license is not a request for services and there are no representations nor assurances given by the Franchising Authority regarding future decisions by the Department of Defense relating to base closures.

D. Liability for any and all user and connection fees for the provision of services to on-installation subscribers shall be established by separate agreements between the

Franchisee and the subscribers. This Agreement shall in no way prevent the Franchising Authority from granting additional franchises for the operation of CATV systems or a Master Antenna Television (MATV) System on- installation. Nor shall this Agreement prevent on-installation residents from utilizing any single purpose antenna system or other off the-air television reception system authorized by the owner of a housing facility.

2. Definitions. For the purpose of this Franchise Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. "Basic Service" means the total of all the following:

(1). The retransmission to all Subscribers of all broadcast television channel signals authorized by the FCC and provided for herein, including the retransmission of local television broadcast signals; and

(2). The cablecasting to all subscribers of the Local Origination Channels, and the Public, Educational and Government Access signals.

B. "Broadcast Signal" means a television or radio signal that is transmitted over the air to a wide geographic audience and is received by a Cable Communications System off-the-air or by microwave link.

C. "Cable Communications System" or "System", also referred to as "Cable Television System", "CATV System", or "Broadband Communications Network", means a system of antennas, cables, wires, lines, fiber optic cables, amplifiers, towers, microwave links, cablecasting studios, waveguides, and any other conductors, converters, equipment or facilities, designed and constructed for the primary purpose of distributing video signals to and from subscribers, and the secondary purpose of producing, receiving, amplifying, storing, processing, or distributing audio, video, digital, or other forms of electrical signals to, from and between Subscribers and other users.

D. "Cable Television (CATV) Services" means any cable service including, without limitation, Basic Service and /or Premium Service, which is distributed over the CATV System.

E. "Command/Educational Channels" means the cable channels which are designated as Government access facility for use by the Franchising Authority and the command of Fort Leonard Wood, Missouri that provide education/training viewing.

F. "Connection Fee" means the charge, if any, imposed on a Subscriber by the CATV Franchisee for initial hookup, reconnection or relocation of equipment necessary to transmit the CATV signal from the distribution cable to a subscriber's receiver.

G. "Converter" means any device which converts signal carriers from one form to another.

H. "Demarcation Point"(privatized housing) means a point at which the conductor or conductors providing the service are terminated in the provider owned interface box at a point designated by the property owner. This termination will include all conductors provided at this point. Conductors must be routed to the interface box in accordance with the property owners' instructions.

I. "Demarcation Point" (government buildings) A location within the facility, typically within a communication, electrical, or mechanical equipment room, or a location on the outside of the facility, as determined by the Franchise Authority. The Franchisee shall provide the termination, interface, and distribution equipment, to include required enclosures, at the designated point of service. The Institutional Subscriber will be responsible for providing all interior distribution cables from the CATV outlets to the designated service location, and for providing a conduit or other raceway from the service location within the facility to approximately three feet beyond the building footprint. The Franchisee shall provide all required distribution system plant and service cables from their existing system to the Institutional Subscriber owned service equipment.

J. "Designated Representative" means the person or persons designated in writing by Installation Commander to be the designated representative and agent of the Franchising Authority. The Designated Representative of the Franchising Authority is currently the Director of Morale, Welfare and Recreation. The Installation Commander may change such designation at any time and from time to time upon written notice to Franchisee. The designated representative may be aided in the administration of the Franchise Agreement by an installation Franchise Board.

K. "Educational Channel", or "Educational Access Channel" means any channel where educational institutions are the primary designated programmers.

L. "FCC" means the Federal Communications Commission and any legally appointed or elected successor.

M. "Franchise" means the non-exclusive rights granted hereunder to construct and operate a Cable Communications System within specified areas in the Installation, and is not intended to include any license or permit required for the privilege of transacting and carrying on a business within the Installation as may be required by other franchises, rules, regulations, and laws.

N. "Franchise Agreement" means this *Cable Television Franchise Agreement*, accepted on the part of the Franchisee, containing the specific provisions of the franchise granted, including referenced specifications, franchise applications, and other related material.

O. "Franchise Payment" means all charges imposed for a franchise.

P. "Franchise Territory" means the service area.

Q. "Franchisee" means any cable operator, who has been granted a franchise for to operate on Fort Leonard Wood, Missouri, or any portion thereof, and any assignee of or successor in interest to such a cable operator. The phrase "the Franchisee" as used in this agreement means Cable America Corporation or any assignee of or successor in interest to Cable America Corporation.

R. "Franchising Authority" means the Installation Commander, Fort Leonard Wood and the person, department, office, or agency designated by the Installation Commander to act in matters related to cable television. See the definition of "designated representative" herein.

S. "Gross Revenues" means all revenues received by the Franchisee from all sources of subscription services of the Fort Leonard Wood, Missouri, Cable Communications System, excluding revenues from USA MANSCEN & FLW appropriated fund, CATV Institutional Subscribers, and excluding any sales, excise or other taxes, franchise fees or other assessments collected for governmental authorities, bad debt expense, and subscriber deposits.

T. "Individual Residence" means a separate house or that portion of duplex, apartment house, etc.; utilized as a single family or single soldier dwelling unit.

U. "Installation" means either (i) the connection of the System from feeder cable to Subscribers' terminals or (ii) that geographic area subject to the control of the installation commander, including Government owned housing, privatized family housing and/or supported activities within the perimeters of the military installation, as may be applicable based upon the context of the usage.

V. "Institutional Subscribers" means any subscriber who is either a governmental subscriber or a non-appropriated fund subscriber.

W. "Maintenance" means work that must be accomplished to maintain the level of system performance outlined in any Technical Specifications attached or referenced in this Franchise Agreement. This includes replacement of cable and transmission equipment deemed to be at the end of its useful life cycle and other preventive maintenance deemed necessary by Franchisee.

X. "Master Antenna Television (MATV) System" means a television reception service that receives broadcast radio frequency television signals, FM radio programs, or satellite programming and distributes same through a cable distribution system to standard television receivers.

Y. Reserved

Z. "Non-Institutional Subscribers" means any subscriber on Fort Leonard Wood other than an institutional subscriber.

(a) "Obscenity/Pornography" means that which, when considered as a whole, by the average adult persons, applying contemporary community standards:

(1) predominantly appeals to the prurient interest in sex; and

(2) depicts, describes or portrays in a patently offensive manner human sexual intercourse, sodomy, bestiality, oral copulation, masturbation, urinary and excretory functions, sadism, masochism, sadomasochistic abuse, lewd exhibition of the genitals or any touching of the genitals, pubic areas or buttocks of the human male or female, or the breasts of the females, whether alone or between members of the same or opposite sex, or between humans and animals in an act of apparent sexual simulation or gratification; and

(3) when taken as a whole lacks serious social, literary, artistic, political or scientific value.

(b) "Person" means an individual, partnership, association, organization, corporation, other entity or any lawful successor, transferee or assignee thereof.

(c) "Pornography". See (ae) "Obscenity/Pornography".

(d) "Premium Service" means any programming delivered for a fee charged on a per channel or per-program basis.

(e) "Program Origination Equipment" means a modulator and related equipment necessary to connect Franchisee's equipment to Franchisee's CATV system.

(f) "Programmer" means any person or entity who or which produces or otherwise provides program material or information from transmission by video, audio, digital, or other signals, either live or from recorded tapes or other stored media, to Subscribers, by means of the Cable Communications System.

(g) "Reasonable Notice" shall be a written notice addressed to the Franchisee at its principal office or such other office as the Franchisee has designated to the Franchising Authority as the address to which notice should be transmitted, which notice shall be either sent by certified mail (or its equivalent) and postmarked not less than four (4) days prior to that day, or delivered personally by Franchising Authority through its representative. In computing said four (4) days, Saturday, Sundays and holidays recognized by the Franchising Authority shall be excluded. Actual notice shall be an absolute defense by the Franchising Authority in any future action of any kind by Franchisee where proper notice shall be an issue.

(h) "Reasonable Order" shall be a written order not excessive or extreme as to costs or time to comply.

(i) "Resident" means any person residing in that geographic area described in the definition of "Service Area" below.

(j) "Sale" shall include any sale, exchange, or offer for sale.

(k) "School" means any primary and secondary school.

(l) "Section" means any section, subsection, or provision of this Franchise Agreement.

(m) "Service Area" means all areas within the boundaries of the Fort Leonard Wood military installation. This area shall include all areas of privatized family housing under the ownership and/or control of Leonard Wood Family Communities, LLC pursuant to Ground Lease No. DACA65-1-05-0023.

(n) "State" means the State of Missouri.

(o) "Street" shall include each of the following which have been dedicated to the public or hereafter dedicated to the public and maintained under public authority or by others and located within the Franchising Authority limits: streets, roadways, highways, avenues, lanes, alleys, sidewalks, easements, rights-of-way and similar public ways and extensions and additions thereto, together with such other public property and areas that the Franchising Authority shall permit to be included within the definition of street from time to time.

(p) "Subscriber" means any on-installation person, group, firm, corporation, or other entity who is situated within the Service Area and which elects to subscribe to, for any purpose, service provided by Franchisee by means of or in connection with the Cable Communications System.

(q) "Tap" means a passive device installed in the CATV System feeder lines to provide signal to the subscribers' drop.

(r) "User Fee" means the periodic service charge paid by subscriber to the CATV franchisee for CATV service.

(s) "Viewing Area" means that portion of an activity building that can be served by a single outlet. This may include a single hospital room, a single barracks room, a separate room in an officers' club, a day room, or similar area.

(t) "Joint Use Pole" means a pole used jointly for power and CATV/ETV.

(u) "Year" means the remaining portion of 2017. Thereafter, "year" means a full calendar year.

3. Disclaimer of Official Sanction. In soliciting subscribers following execution of this Agreement, the Franchisee shall under no circumstances purport to offer its services as an officially sanctioned or recommended benefit or in any way convey the impression that subscription is anything other than totally voluntary on behalf of subscribers.

4. Nondiscriminatory Availability. The Franchisee shall not, as to rates, fees, charges, service, service facilities, or in any other respect, grant undue preference to any non-institutional subscriber or class of non-institutional subscribers.

5. Term of CATV Franchise Agreement. This Agreement shall take effect on ___ (will insert date) __, 201__, and shall expire on ___ (will insert date) __, 202__, unless terminated beforehand pursuant to the terms of this Agreement. Without regard to whether the terms "exclusive" or "non-exclusive" may be used in the Franchise Agreement, no franchise granted shall be deemed to preclude the Franchising Authority from granting such other franchises to use and occupy the rights-of-way of the Installation for cable television or any other purposes as the Franchising Authority may deem appropriate in order to serve the needs and interests of the U.S. Army, the Installation and its personnel. Provided, however, if additional franchises or other similar rights are granted, they shall not be granted on terms more favorable than those contained in any pre-existing franchise unless the pre-existing Franchisee is permitted to abide by the most favorable terms and conditions.

6. Utility Poles and Ducts.

A. The electrical distribution system at Fort Leonard Wood, Missouri, including all poles, is privately owned. Furthermore, it is the Government's desire and preference that all cabling be buried underground. As a result, if the Franchisee chooses to negotiate a joint use agreement with the owners of any or all private poles, the Franchisee agrees that the installation, maintenance, repair, or detachment/removal of television cables, equipment or appurtenances that are attached to said joint use poles and structures on the installation, is the responsibility of the Franchisee unless other arrangements are agreed to by the owner of the pole.

B. Where a joint use pole belonging to the private utility company is broken or damaged the responsibility for the replacement of the pole is a matter wholly between the owner of the pole and the Franchisee. The Franchising Authority shall not replace or repair such pole. Once the pole has been replaced, it is the Franchisee's responsibility to reattach or install any cable, equipment, or appurtenances to said pole at no cost to the installation or the Franchising Authority. The Franchisee agrees to cooperate with the owner of the poles in situations involving joint use poles and to re-establish services to on-installation subscribers as quickly as possible.

C. Upon discontinuance of television service from a pole, Franchisee will remove all cable and equipment from said pole.

D. The Franchisee or the owner of the poles shall be responsible for the removal and relocation of any joint use poles where current poles interfere with new construction, building demolition, or other infrastructure improvements. In such a situation, the Franchisee shall be responsible for all detachments and reattachments of Franchisee's cable and equipment, including all expenses of removing cable and associated equipment from existing poles and rerouting of cable to new poles. Upon reasonable notice, all required cable and equipment removal, rerouting, and relocations shall be completed in a timely manner so as not to hinder or delay building demolitions, new construction or other infrastructure improvements.

E. Utilization of Existing Poles and Underground Facilities. Franchisee shall utilize existing conduits and other underground facilities whenever possible. Franchisee shall not construct or install any new, different, or additional poles, conduits, or other facilities whether on public property or on privately-owned property until the written approval of the Franchising Authority and the Lessee of the Family Housing Area is obtained. However, no location of any pole or wire holding structure of Franchisee shall be a vested interest and such poles or structures shall be removed or modified by Franchisee at its own expense whenever the Franchising Authority determines that the public convenience would be enhanced thereby. Franchisee shall negotiate the lease of pole space and facilities from the existing pole owners. Use of government owned conduit systems may require the negotiation of a rental agreement with the government. An easement will be required for any new privately owned conduit placed outside the boundaries of the privatized family housing areas.

7. CATV Franchisee's Fees: Regulation of Rates.

A. All charges to subscribers shall be consistent with a schedule of fees for all services offered as established by the Franchisee. Franchisee's initial charges shall be consistent with the rates provided to the Franchising Authority in Schedule A attached hereto. Changes in the fee schedule shall not take effect until at least thirty (30) days after notification of same is delivered to the Designated Representative and to current subscribers and users.

B. Except as expressly provided herein, the Franchisee shall not, with regard to fees, discriminate or grant any preference or advantage to any person; provided, however, that the Franchisee may establish different levels of service for different classes of subscribers, provided that the Franchisee shall not discriminate between any subscribers of the same class.

C. The Franchisee shall be required to apprise in writing each new subscriber of all applicable fees and charges for providing cable television service.

D. Franchisee may, at its own discretion, in a nondiscriminatory manner, waive, reduce or suspend connection fees and/or monthly service fees for promotional purposes.

E. Except as may be otherwise provided in a franchise, a subscriber shall have the right to have its service disconnected without charge; such disconnection shall be made as soon as practicable and in no case later than three (3) business days following notice to the Franchisee of same. No Franchisee shall enter into any agreement with a subscriber which imposes any charge following disconnection of service, except for reconnection and subsequent monthly or periodic charges, and those charges shall be no greater than charges for new customers. This Section shall not prevent a Franchisee from refusing service to any person because the Franchisee's prior accounts with that person remain due and owing.

F. Except as may be otherwise provided in a franchise, a Franchisee may offer service which requires advance payment of periodic service charges for no more than one (1) year in advance subject to conditions contained in this paragraph. A customer shall have the right, at any time, to have its service disconnected without charge and with a refund of unused service charges paid to the customer within thirty (30) days from the date of service.

G. If, during the franchise period, the Franchising Authority has or acquires authority to regulate rates charged by the Franchisee, it shall not be prevented from doing so by virtue of any clause contained in this Franchise Agreement.

8. Franchise Fee. The Franchisee, in consideration of the privileges granted under the franchise for the operation of a Cable Television System as set out herein on the Installation, and the expense of regulation incurred by the Installation, agrees to pay to the Franchising Authority (or such other department or agency thereof as Franchising Authority directs Franchisee in writing from time to time) a franchise fee equal to five percent (5%) of Gross Revenues actually received by Franchisee for cable television services rendered throughout the term of this Agreement pursuant to and in accordance with the provisions of this Agreement. Franchise fees may be passed through to subscribers as a line item on subscriber invoices and/or otherwise.

9. Cable Services.

A. Franchisee agrees to maintain all of its cable plant, so that it is capable of carrying 550 or more MHz without loss of signal, to the required standard.

B. Extension of Service to Institutional Buildings. The Franchisee shall extend its existing CATV System to the Demarcation Point of an institutional subscriber location identified from time to time by the Designated Representative, provided said location is within one hundred seventy-five (175) feet of an existing tap that is capable of carrying 550 or more MHz, without loss of signal. Franchise shall connect such location to its installation cable system operated by the Franchisee, provided that the Institutional Subscriber pay Franchisee its customary charges for services and materials for

installation of same. Notwithstanding anything to the contrary contained herein, Franchisee shall have no obligation to connect its cable system to any system not compatible with the CATV System and/or otherwise in compliance with all Federal Communication Commission ("FCC") requirements.

C. Program Alteration. Except as deletions are required by law, all programs of broadcasting stations carried by Franchisee shall be carried in their entirety as received with announcements and advertisements and without additions.

D. Payments. Payments of the franchise fee shall be due and payable to the Franchising Authority forty-five (45) days after the end of each calendar quarter, with respect to Gross Revenues actually received by Franchisee during the prior calendar quarter.

E. Reporting. Each payment shall be accompanied by a certificate of an officer of Franchisee certifying the Gross Revenues for the calendar quarter to which the report relates and the franchise fee due and payable to the Franchising Authority hereunder.

F. No release. No acceptance of any payment by the Franchising Authority shall be construed as a release or as an accord and satisfaction of any claim the Franchising Authority may have for further or additional sums payable as a franchise fee under this Regulation or for the performance of any other obligation of Franchisee.

G. Interest. In the event that any franchise payment or recomputed amount is not made on or before the dates specified herein, Franchisee shall pay as additional compensation an interest charge, computed from such due date on such amount, at the annual rate then current pursuant to Title 31 United States Code, Section 3717.

10. Technical Requirements.

A. The Franchisee initially agrees to carry the programming specified in Schedule B and to conform its system to the construction, installation and performance requirements set forth in 47 CFR Part 76, Subpart K (the "Technical Requirements"). The programming set forth on Schedule B is discretionary, and may change at any time and from time to time, in the sole and absolute discretion of Franchisee. Schedule B shall include a listing of all time, in the sole and absolute discretion of the Franchisee, broken down by service tier at the date of this Agreement.

B. Performance Testing. The Franchisee shall conduct performance tests to demonstrate that the cable system is operating within the performance standards specified herein and in the FCC regulations. Performance tests shall be conducted in compliance with Title 47, Code of Federal Regulations Part 76.601. The Franchisee agrees to conduct demonstrations of the performance of its system, utilizing Franchisee's test equipment, at the following times: at least once each calendar year (at intervals not to exceed 14 months) and when requested in writing to do so by the Franchising Authority or representative to resolve any dispute over the performance of

the system. These demonstrations shall enable the Franchising Authority, or representative, to determine whether the system meets the performance requirements set forth in the Technical Requirements and shall be without cost to the Franchising Authority or any subscribers. In the event the system does not meet the Technical Requirements, Franchisee shall have thirty (30) days to cure said failure. The Franchising Authority, at its option and expense, may have a private consultant conduct system tests to determine if the level of system performance specified in the Technical Requirements is being met.

C. Following written notice to the Franchisee, the Designated Representative and Director of Public Works shall have a right of access to the Franchisee's facilities and equipment for purposes of inspection to ensure compliance with the terms and conditions of this Agreement.

D. **Underground Cable.** Underground cabling is encouraged. In any event, cables shall be installed underground at Franchisee's cost where existing utilities are already underground. Previously installed aerial cable shall be put underground in concert with other utilities, when such other utilities may convert from aerial to underground construction.

E. **Design and Construction Provisions (Privatized Family Housing).**

1. **System Design.** The Cable Communications System shall be constructed, reconstructed, or improved in accordance with the design requirements Leonard Wood Family Communities, LLC, the Lessee/Owner of the Family Housing Area and as contained herein.

2. **Geographical Coverage.** Franchisee shall design, construct, or reconstruct the system in such manner as to have the eventual capability to pass by every single-family dwelling unit, multiple-family dwelling unit, community center and business establishment within the boundaries of the privatized housing areas. See Ground Lease No. DACA65-1-05-0023. Service shall be provided to Subscribers in accordance with the schedules and this Franchise Agreement.

F. **Provision of Service (Family Housing).** After service has been established by activating cables for any area, neighborhood or group of homes, Franchisee shall provide service to any requesting Subscriber or resident thereof within ninety (90) days from the date of request.

G. **New Developments Underground.**

1. In cases of new construction or property development where utilities are to be placed underground, the Franchisee shall coordinate with the Franchising Authority and when applicable the Lessee/Owner of the Family Housing Area.

2. Where cable will be placed in trenches previously opened in family housing areas the Franchisee will coordinate with the Lessee/Owner regarding the particular date on which open trenching will be available for Franchisee's installation of cable conduit, pedestals and/or vaults, and laterals, all of which are to be provided at Franchisee's expense. Franchisee shall also provide specifications as needed for trenching.

3. For new construction where utilities are to be placed underground at locations not within those areas leased by Leonard Wood Family Communities, LLC; the Franchisee shall coordinate their construction with the Franchising Authority. The Franchisee shall provide all required trenching, backfill, compaction, restoration, etc. as required to restore the area to the condition in which it was prior to the excavation. All trenches within new construction sites to provide CATV services to Institutional Subscribers shall be backfilled, compacted and restored to the Government's specifications.

H. Minimum Interference. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe condition and in good order and repair. Franchisee shall, at all times, employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Whenever a Franchisee shall disturb the surface of any street, alley, public highway, or ground for any purpose mentioned herein, it shall restore the same to the condition in which it was prior to the opening thereof, and when any opening is made by a Franchisee in any hard surface pavement in any street, alley or public highway the Franchisee shall promptly refill the opening and restore the pavement to the Installation standards. The Franchising Authority or the Lessee/Owner of the Family Housing Area may refill and/or repave in case of neglect of a Franchisee. The cost thereof, including the cost of inspection and supervision, shall be paid by the Franchisee in question. All excavations made by a Franchisee in the streets, alleys and public highways shall be properly safeguarded for the prevention of accidents. The work hereby required shall be done in strict compliance with the rules and regulations of the Franchising Authority as now or hereafter provided.

I. Removal of Facilities. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Franchising Authority to remove any of Franchisee's facilities, no charge shall be made by Franchisee against the Franchising Authority for restoration and repair.

J. Improvements by Franchising Authority. Franchisee at its expense shall protect, support, temporarily disconnect, relocate, or remove any property of Franchisee when, in the opinion of the Franchising Authority, the same is required by reason of military necessity, traffic conditions; public safety; street vacation; freeway or street construction; change or establishment of street grade; installation of sewers, drains, water pipes, power line, signal line, transportation facilities, tracks or any other types of

structures; improvements by governmental agencies, whether acting in a governmental or proprietary capacity or any other structure or public improvement, including but not limited to movement of buildings, urban renewal and redevelopment, and any general program under which the Franchising Authority shall undertake to cause all such properties to be located beneath the surface of the ground. Nothing hereunder shall be deemed a taking of the property of Franchisee. Nor shall Franchisee be entitled to a surcharge by reason of anything hereunder.

K. Paving Cuts. Franchisee shall make no paving cuts or curb cuts unless absolutely necessary, and only after written permission has been given by the Franchising Authority and by Leonard Wood Family Communities, LLC where the proposed cut is within the privatized family housing service area. Generally streets shall be bored and not cut.

L. Installation In Conduit. Franchisee shall install in conduit all cables passing under any street.

M. Reservations of Street Rights. Nothing in the franchise shall be construed to prevent the Franchising Authority or the Lessee/Owner of the Family Housing Area or both from constructing sewers, grading, paving, repairing and/or altering any street, alley or public highway, or laying down, repairing or removing water main or constructing or establishing any other public work. All such work shall be done, insofar as practicable, in such manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Franchisee. If any such property of Franchisee herein shall interfere with the construction or repair of any street or public improvement, whether it be construction, repair or removal of a sewer or water main, the improvement of a street or any other public improvement, all such poles, wires, conduits or other appliances and facilities shall be removed or replaced in such manner as shall be directed by the Franchising Authority so that the same shall not interfere with the said public work of the Franchising Authority, and such removal or replacement shall be at the expense of Franchisee.

N. Street Vacation or Abandonment by Franchising Authority

1. In the event any street, alley, public highway or portion thereof used by Franchisee shall be vacated by the Franchising Authority during the term of the Franchise Agreement, the Franchises shall be given notice and at least ninety (90) days to remove its facilities therefrom and restore, repair or reconstruct the street area where such removal has occurred to its original condition (i.e. the condition in which the street are existed immediately prior to the installation of the facilities) or such lesser condition as may be required by the Franchising Authority. In the event of failure, neglect or refusal of Franchisee, after (90) days' notice by the Franchising Authority to remove its facilities and repair, improve or maintain such street portion, the Franchising Authority may do such work or cause it to be done, and the cost thereof as found and declared by the Franchising Authority shall be paid by Franchisee and collection may be made by court action or otherwise. Failure to reimburse the Franchise Authority for such

expenses may also be deemed a breach of this Agreement for purposes of paragraph 27 of this Franchise Agreement.

2. As an alternative to the immediate removal of such facilities the Franchisee may request the right to retain such infrastructure in place where the infrastructure located in the vacated area either supports services to existing subscribers in other lactation or is likely to be placed back in active use within a period of five years. The Franchisee shall request such postponement of the notice to remove its facilities within the ninety (90) day period following Notice discussed in paragraph 10.N.1 above. If after the running of the five year postponement period the inactive infrastructure shall still not have been placed back in service the Franchisee shall remove such facilities and otherwise comply with the provisions of paragraph 10.N.1 above upon notice from the Franchising Authority.

O. Abandonment of Facilities by Franchisee

1. In the event that the Franchisee shall determine to discontinue use of its facilities on any portion of the military installation currently used by Franchisee, the Franchisee shall give the Franchising Authority notice within thirty (30) days of its decision to discontinue such use. The Franchisee will thereafter be given a reasonable time, in no event to be less than ninety (90) days, to remove its facilities and restore, repair or reconstruct the area where such removal has occurred to its original condition (i.e. the condition in which an area existed immediately prior to the installation of the facilities) or such lesser condition as may be required by the Franchising Authority. In the event that Franchisee shall discontinue use of its facilities on any portion of the military installation and fails, neglects, or refuses to remove its facilities and repair, improve or restore such are, the Franchising Authority may likewise do such work or cause such work to be done, and the cost thereof as found and declared by the Franchising Authority shall be paid by the Franchisee and collection may be made by court action or otherwise. Failure to provide the Franchising Authority with the notice required by this section or to reimburse for the expense associated with removing the Franchisee's facilities and making necessary repairs and restorations to such area may be deemed a breach of the Agreement for purposes of paragraph 27 of this Franchise Agreement.

2. The Franchisee may request to retain underground facilities in place where a reasonable possibility exists that such infrastructure may be placed back into service within a period of five years. If after the running of the five year postponement period the inactive infrastructure shall still not have been place back in service the Franchisee shall remove such facilities and otherwise comply with the provision of paragraph 10.O.1 above upon notice from the Franchising Authority.

P. Movement of Facilities. In the event it is necessary temporarily to move or remove any of Franchisee's wires, cables, poles, or other facilities placed pursuant to the Franchise Agreement, in order to move a large object, vehicle, building or other structure over the streets, alleys or highways of the Franchising Authority, Franchisee upon reasonable notice shall move, at the expense of the person requesting the

temporary removal, which payment shall be in advance of the work, such facilities as may be required to facilitate such movements.

Q. Construction and Technical Standards: All installation of equipment with the exception of temporary repairs to the System shall be of a permanent nature, durable and installed in accordance with the provisions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) or other applicable Franchising Authority codes. All of Franchisee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not to endanger or interfere with improvements the Franchising Authority may deem proper to make, or to interfere in any manner with the rights of any property owner or lessee, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic on governmental properties.

11. Construction and Operation Deadline.

A. Subject to the provisions and limitations set forth in Section 9 hereof, upon request by the Designated Representative, the Franchisee shall extend cable services to the Demarcation Point of any Institutional Subscriber location which is within one hundred seventy five (175) feet of an existing tap that is capable of carrying 550 MHz, without a loss of signal. Franchisee hereby agrees that all such extensions to the system shall be fully constructed, and at the Institutional Subscriber's request and expense, installed and thereafter, operational, in full compliance with the Technical Requirements, within 45 days after receipt of requests. Except as otherwise set forth herein, such extensions of the system shall be at no cost to the Franchising Authority or at a cost not to exceed that set out in Paragraph 9 of this Agreement for any Institutional Subscriber.

B. The Franchise is not under obligation to extend cable services to Institutional Subscriber locations more than one hundred seventy five (175) feet from an existing tap that is capable of carrying 550 MHz, without loss of signal. However, the Franchisee is authorized to extend service to such areas at any time following proper coordination as required in subsequent sections herein. Where the Franchisee declines to extend services to new government buildings, the Franchisee nevertheless agrees to provide the Franchising Authority with a detailed estimate setting forth the work and materials required to extend services to such new locations. Should the Government issue a solicitation for such work, the Franchisee may submit a proposal in response to such solicitation. Should a contractor other than the Franchisee be awarded such a contract, and the terms of the project involve running the cable lines to connect to the Franchisee's system, the Franchisee agrees to cooperate with such Contractor and provide whatever information is deemed necessary to ensure that any cable or equipment installed is compatible with the Franchisee's equipment and meets all FCC requirements. The Franchise shall be responsible for the actual connection of such

newly installed government owned equipment to the Franchisee's service taps, provided said newly installed government equipment is compatible with Franchisee's system and constructed in accordance with the Technical Requirements set forth herein, and Franchisee is reimbursed for all costs incurred in connection with same.

12. Continuity of Service.

A. The Franchisee hereby agrees to make every effort to ensure that cable signals meeting the performance requirements of this Agreement are available on an uninterrupted basis at every subscriber's outlet within the Service Area, excepting only those subscribers whose accounts are delinquent for 31 days or longer. In the event the Franchisee transfers or assigns its cable system, Franchisee shall cooperate with the Franchise Authority and new franchisee or operator in maintaining continuity of service to all Subscribers.

B. In the event that signal interruption (as defined below) occurs other than on account of force majeure or on account of any damage, misuse or vandalism caused by or on the user's residence or viewing area, and such signal interruption continues for a period of 12 hours or more, the subscriber or subscribers affected shall be entitled to a reduction in monthly user fees in an amount equal to 1/60 of the monthly user fee for each full 12 hour period or portion thereof beginning at the time of the service call, for which the signal interruption continues. In the event that signal interruption occurs on account of force majeure or on account of the acts or omissions of any person or persons **not associated with the Franchisee**, and such signal interruption continues for a period of forty-eight (48) hours or more, the subscriber or subscribers affected shall be entitled to a reduction in monthly user fees in an amount equal to 1/30 of the monthly user fee for each full 24 hour period or portion thereof beginning at the time of the service call, for which the signal interruption continues. The Franchisee agrees to notify each subscriber in writing of subscriber's rights in this regard at the time service to the subscriber is initiated. For purposes of this Agreement, "signal interruption" shall mean the failure of either the CATV System in its entirety or two (2) or more channels therein.

13. Notices to Franchisee to Initiate or Discontinue Service at a Subscriber's Location.

The Franchisee shall have 5 workdays to respond to a subscriber's direction to initiate service provided such subscriber does not owe on previous accounts with the Franchisee, shows proper identification and is available during regularly scheduled work hours (between 0800 and 1700 hours weekdays) for an installation. The Franchisee shall have 5 workdays to respond to a subscriber's direction to discontinue service. However, the subscriber directing discontinuation of service shall in no event be billed for any service provided after the third business day following either the day Franchisee receives subscriber's direction (oral or written) to discontinue service or the day the subscriber desired service to cease, whichever is later.

14. Repairs and Complaint Service.

A. The Franchisee agrees to procedures identified below for the investigation and resolution of all complaints regarding cable television operations. Notice of the procedures for reporting and resolving complaints will be given to each subscriber, by the Franchisee, at the time of initial subscription to the cable system.

B. When notified to do so by a subscriber, or by the Designated Representative, the Franchisee agrees to make repairs, as necessary, at a subscriber's location as quickly as possible and on a totally nondiscriminatory basis and in accordance with the customer service requirements adopted by the Federal Communication Commission from time to time (47 CFR §76.309(c)). The Franchisee's local agent for complaint and repair purposes shall be Franchisee's office located at 690 Missouri Avenue, Suite 13, St Robert, Missouri (or such other address as Franchisee may designate in writing from time to time), and it can be reached by subscribers for complaint purposes by toll-free telephone and it shall be available during the following normal hours: 0800 to 1800, Monday-Friday and 0900 to 1300 in its business office. Emergency repair for other than normal hours may be obtained by contacting the Franchisee's agent, at a toll-free telephone. Failure to make needed repairs at a subscriber's location shall constitute a "system interruption", and shall entitle the subscriber to the remedies set forth in subparagraph B of the clause of this Agreement entitled "Continuity of Service."

15. Emergency Temporary Broadcasting Capability. As part of the consideration for the granting of this CATV franchise, the CATV Franchisee agrees to modify its system (or to construct its system) in a fashion that will allow the installation to interconnect program origination equipment to establish an emergency temporary broadcasting capability and supplied by the Franchisee within the CATV system. Under this capability, the installation commander shall be able to broadcast emergency messages to, and only to, all on-installation subscribers. The Government reserves the right to designate the site from which such broadcasts shall originate. The Government warrants that this broadcasting capability shall be used only in emergency situations, and for monthly testing purposes, and then for the shortest possible period of time required to convey emergency messages; and that it shall adhere to any applicable FCC regulations. The channel translating, blocking and tone-switching equipment, together with the modulators, hybrid junctions or similar facilities required to establish this capability, shall be maintained at the Franchisee's expense.

16. Reservation of Command/Educational Channels. The Government desires to have four (4) channels on the CATV system for use by the installation at no cost to the Government. These channels will not be viewed by non-Installation subscribers during periods of Government use. Any additional channels will be available under a Leased Access Channel Agreement mutually acceptable to Franchising Authority and Franchisee. The Franchisee shall not be obligated to provide program origination equipment to the installation for use in conjunction with these channels, unless modifications made by Franchisee to the CATV system makes the Government equipment incompatible. In this case, the Franchisee must provide compatible program origination equipment, at no cost to the Franchising Authority or to any appropriated or non-appropriated instrumentality of the United States Army. The Franchisee shall

provide, at the Institutional Subscriber's cost and expense, channel converter boxes for television sets at all locations listed in Schedule D, which are not capable of receiving the command channels.

17. Approval of Franchisee's Construction Operations.

A. The construction or placement of any equipment or facilities on the installation by the CATV Franchisee (including temporary buildings, if needed), as well as any alterations or additions to existing Government property, must be approved in advance by the Franchising Authority and when applicable by the Lessee/Owner of the Family Housing Area, and shall be accomplished at the Franchisee's expense. Approval of the placement or location of CATV equipment or facilities may be denied, withdrawn or modified at any time if necessary to avoid or minimize interference with Government operations or activities. The Franchisee shall not be entitled to reimbursement for any expenses associated with the relocation of any equipment or facilities required by the withdrawal or modification of approval. Furthermore, the Franchising Authority shall have the right to require the CATV Franchisee to restore a site to its original condition, or as it appeared prior to the placement of CATV equipment or facilities, if withdrawal of approval and removal of CATV equipment or facilities is deemed essential.

B. The Franchisee shall obtain an excavation permit for installation of any excavation. Permits may be obtained from Operations Division, Directorate of Public Works. Any new cable placement on the installation should be as buried cable or, with approval, placed in available conduits. All permits must be completed and signed by each activity, commercial or Government, with underground facilities/equipment. Facilities/equipment include commercial and Government phone cable, gas lines, power lines, sewer and water, alarm cables, and conduit.

C. The Franchisee shall coordinate any tower installation with the Franchising Authority, and obtain approval from the Federal Aviation Agency prior to erection of the tower.

D. Electromagnetic Interference Survey results will be coordinated with the Directorate of Public Works for setting of towers or earth terminals, as location of all structures must conform to the master plans of Fort Leonard Wood.

18. Existing Government Equipment and Underground Facilities.

A. In constructing new facilities or relocating existing equipment and cable, Franchisee agrees to make maximum use of existing installation equipment. Franchisee further agrees to install new cable and equipment underground wherever such installation would be economically feasible. The Franchisee will consult with the Installation Directorate of Information Management prior to finalizing any new construction to determine whether there is space in current Government owned underground manholes and conduit running to and from the locations involved in such systems expansions., If

such space is deemed available the Franchisee agrees to enter into a lease with the Government for use of such Government owned facilities. Where no Government facilities are available in the desired locations the Franchisee shall coordinate with the Directorate of Public Works as provided for in Paragraph 10.G . All new underground construction outside the privatized family housing area shall generally require the issuance of an easement which the Government shall not unreasonably refuse. The Franchisee shall reimburse the Government for the administrative costs associated with the issuance of an easement.

B. The Franchisee shall notify the Franchising Authority of any plans to make new or additional attachments to government owned utility poles. Because the Franchising Authority is actively working with installation utility companies to remove or relocate many overhead lines and associated poles, it is recommended that the Franchisee, early in its planning, consult with the Franchising Authority as well as with the owner of the utility poles about possible attachments. Upon notice from Franchisee the Franchising Authority will use its best efforts to appraise the Franchisee of any plans to remove or relocate the utility lines and poles involved in the Franchisee's construction plans. Should an installation utility provider remove utility poles any right to reimbursement for the costs associated with the relocation of any cable lines and equipment shall be wholly a matter between the Franchisee and owner of the pole.

C. In conjunction with the Cable Communications Policy Act of 1984 as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, Section 627 'Conditions of Sale', the Franchisee may, at its option and expense, elect to remove any cable-carrying facilities it may have installed and to restore sites to as reasonably as practical former conditions within one hundred eighty (180) days after expiration or termination of this Agreement. The Franchisee further agrees to move CATV equipment and facilities at its expense if required to do so by alterations in Government cable-carrying facilities. The Franchisee agrees to coordinate its construction activities with such other construction activities on the installation as the Franchising Authority directs.

19. Liability for Utility Costs. The Franchisee shall be liable for all utility costs resulting from its operations on the installation, but not for any costs resulting from the operations of other entities. Water, wastewater, electric and trash services may be obtained from the Installation by entering into a utility sales agreement with the Installation Directorate of Public Works. Other utility services should be obtained from the local utility owner.

20. No Other Government Furnished Property or Support. The Franchising Authority and the Installation have no obligation to provide any property or support for the Franchisee's cable system other than that specified in this Agreement. Rights to non-installation property, such as easements over private land, required to install and to operate the system, shall be acquired at the expense and solely through the efforts of the Franchisee or its agents. The Franchising Authority and the Installation shall not be required to furnish any spares for the existing installation furnished property.

21. Franchisee Maps or Plats. The Franchisee agrees to provide the Franchising Authority, or representative, upon request, available maps, plats, or equivalent documents describing the location of all CATV equipment, facilities and material that the Franchisee has placed or will place on the installation.

22. Safety Requirements. The Franchisee agrees to conduct all of its construction, installation, or maintenance activities in accordance with the fire, safety, and accident prevention regulations of the installation or higher command and to adhere at all times to the security regulations governing the installation. The applicable regulations shall be made available for review on the Installation by the Franchising Authority or his representative.

23. Assistance In Locating Underground Facilities. Regardless of whether or not the provisions of Missouri Revised Statute, Chapter 319, apply to operations on the exclusive federal military reservation, the Franchisee shall adopt the same procedures required via Chapter 319 in regards to its operations on the military installation. The Franchisee agrees to assist excavators and the general public in determining the location of its underground facilities.

24. Hold Harmless Agreement.

A. The Franchisee shall save and hold harmless the Franchising Authority, the United States, and the departments, instrumentalities, representatives, employees and agents of the Franchising Authority or the United States, or both, from any claims of third parties arising out of or from accidents or incidents involving acts or omissions of the Franchisee, its officers, agents, employees, contractors, or subcontractors occurring in the course of or in connection with the performance or exercise of any of the rights and privileges conferred by this Franchise Agreement. The Franchisee shall similarly save and hold harmless the Franchising Authority, the United States, and the departments, instrumentalities, representatives, employees and agents of the Franchising Authority or the United States' or both, for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the installation, or any property thereon, or for damages to the property of the Franchisee, or for injuries to the person of the Franchisee (if an individual), or for damages to the property or injuries to the person of the Franchisee's officers, agents, or employees, or others who may be on the installation at their invitation or the invitation of anyone of them. The foregoing provisions of this clause entitled "Hold Harmless Agreement," as well as the provisions of the subsequent clause entitled "Indemnification" shall not apply to that portion of any injury or damage directly and proximately caused by the negligence or willful misconduct of the Franchising Authority, the United States or the employees of either when acting within the scope and course of their employment.

B. Tender of Defense. In the event any such claims shall arise, the Franchising Authority shall tender the defense thereof to Franchisee; provided, however, that the Franchising Authority, in its sole discretion, may participate in the defense of such claims at the expense of Franchising Authority.

25. Indemnification.

A. The Franchisee hereby agrees to indemnify the Franchising Authority, the United States, and the departments, instrumentalities, representatives, employees and agents of the Franchising Authority or the United States, or both, against any and all expenses, taxes, liabilities, and charges of whatever kind or nature that may arise as a result of the activities of the Franchisee, whether said liability be tortious, contractual or other. The Franchisee also agrees that it will, at its expense, repair or replace, at the Franchising Authority's option, any property on Fort Leonard Wood that it may damage or destroy. If the Franchisee fails or refuses to repair damaged property in a timely manner, the Franchising Authority shall be entitled to effect repairs through other means and to impose the costs on the Franchisee.

B. Tender of Defense. In the event any such claims shall arise, the Franchising Authority shall tender the defense thereof to Franchisee; provided, however, that the Franchising Authority, in its sole discretion, may participate in the defense of such claims at the expense of Franchising Authority.

26. Non-transferability of Franchisee Rights.

A. Transfer of Franchise. The franchise granted herein cannot in any event be sold, transferred, leased, assigned or otherwise disposed of in any manner, including but not limited to, forced or voluntary sales, merger, consolidation, receivership, or other means, without the prior written consent of the Franchising Authority. Such consent as required by the Franchising Authority shall, however, not be unreasonably withheld.

B. The successor Franchisee, upon any transfer as heretofore described, shall within sixty (60) days thereafter file with the Franchising Authority an instrument duly executed and certified reciting the fact of such sale assignment or lease, accepting the terms of this Franchise Agreement subject to the terms of the transaction and agreeing to perform all the terms thereof. Every such transfer as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless the successor Franchisee shall within sixty (60) days after the same shall have been made, file such certified copy as is required.

C. Ownership or Control. The Franchisee shall promptly notify the Franchising Authority of any actual transfer of, or acquisition by any other party of control of Franchisee. A rebuttable presumption that a change, transfer or acquisition of control has occurred shall arise upon the acquisition or accumulation by a person or group of persons of twenty-five percent (25%) or more of the voting shares of Franchisee. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the Franchising Authority may inquire into the qualifications of the prospective controlling party, and Franchisee shall assist the Franchising Authority in any such inquiry.

D. Mortgage of Assets, When Allowed. Franchisee shall not make, execute, or enter into any deed, deed of trust, mortgage, conditional sales contract, or any loan, lease, pledge, sale, gift or similar agreement concerning any of the facilities and property, real or personal, involved in the operation of the Cable System under this Franchise Agreement except:

1. Disposition or replacement of worn out or obsolete equipment, property or facilities in the normal course of operating a Cable System, including the renewal or extension of equipment or property leases and contracts; or

2. Acquisition, transfer, sale or other disposition of leases, licenses, easements, and other interests in real property in the normal course of operating a Cable System and not involving the relinquishment of any right or power affecting Franchisee's ability to provide services in whole or in part; or

3. With prior approval of the Franchising Authority based on a finding that the proposed transaction will not affect Franchisee's ability and responsibility to provide services in accordance with this Franchise Agreement and will not interfere with the Franchising Authority's interest. Such approval by the Franchising Authority shall not unreasonably be withheld; or

4. Franchisee may pledge or mortgage its assets to a financial institution in return for sums necessary to construct, buy, or operate the Cable System, provided that such pledge or mortgage and related agreements that are public records are filed with the Franchising Authority and limit such financial institution as follows: any foreclosure or exercise of lien over the franchise or facilities may only be by assumption of control over the entire system or a self-sufficient, separately operable head-end and its dependent distribution system in a multiple head-end system. Prior to assumption of control, the financial institution shall notify the Franchising Authority that it or a designee acceptable to the Franchising Authority will take control of and operate the System, and shall submit a plan for such operation insuring continued service and compliance with this Franchise Agreement during the term the financial institution exercises such control. The institution shall not exercise control for longer than one (1) year unless extended by the Franchising Authority for cause and shall be entitled to petition the Franchising Authority for transfer of the remaining term of the Franchise Agreement or award of a new franchise to another Franchisee. The Franchising Authority shall approve such transfer upon finding that the legal, financial, character, technical and other qualities of the proposed Franchisee are satisfactory and that the transfer will promote the public interest. Such approval shall not be unreasonably withheld.

F. Consent Not Waiver. The consent or approval of the Franchising Authority to any transfer by Franchisee shall not constitute a waiver or release of the rights of the Franchising Authority in and to the Installation, and any transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Franchise Agreement.

F. Nonapproval of Transfer, When. In the absence of extraordinary circumstances, the Franchising Authority will not approve any transfer or assignment of the franchise prior to substantial completion of construction of any proposed system.

27. Termination for Cause.

A. The Franchising Authority reserves the right to terminate this Franchise Agreement and revoke any franchise granted hereunder by written notice to the Franchisee at any time that the Franchisee:

B. Refuses or fails to substantially meet any of its material obligations under this Agreement, including but not limited to those set out below, within a period of 10 days (or such longer period as the Franchising Authority may authorize in writing) after receipt of notice from the Franchising Authority specifying such failure, unless the Franchisee demonstrates to the satisfaction of the Franchising Authority that no action is necessary or submits a plan satisfactory to the Franchising Authority to meet such material obligations under new and mutually agreed upon terms, conditions, and time-frames;

C. Becomes insolvent or is adjudged bankrupt or is unable or unwilling to pay its debts, including subscriber refunds, where owed;

D. Willfully breaches the clause of this Agreement entitled "Non-transferability of Franchise Rights";

E. Fails to obtain, loses, or fails to achieve renewal of any applicable governmental license that may be required to operate; or

F. Is placed on the list of debarred, ineligible, or suspended firms maintained by the General Services Administration.

G. Fails to provide or maintain in full force and effect, the liability insurance coverage as required herein.

H. Evades or attempts to evade any of the provisions of this Franchise Agreement or practices any fraud or deceit upon the Franchising Authority.

I. The written notice to be provided to Franchisee under this section shall allow at least 60 days for Franchisee to produce evidence on its behalf justifying dismissal of the notice or mitigation of the penalty. Upon consideration of Franchisee's submission, the Franchising Authority may hold additional hearings, may invoke the proposed or lesser penalties or may withdraw the notice. Franchising Authority shall issue a written decision stating the grounds and evidence upon which its decision is based. The Franchisee may bring an appeal of the decision to any court of competent jurisdiction.

28. Receivership and Foreclosure.

A. Termination upon Bankruptcy. At the option of the Franchising Authority, this Franchise Agreement may cease and terminate one hundred eighty (180) days after the appointment of a receiver or trustee to take over and conduct the business of Franchisee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred eighty (180) days, or unless:

1. Such receiver or trustee shall have, within one hundred eighty (180) days after their election or appointment, fully complied with all the terms and provisions of this franchise agreement and the receiver or trustee within said one hundred eighty (180) days shall have remedied all defaults under the franchise agreement; and

2. Such receiver or trustee shall, within said one hundred eighty (180) days execute an agreement duly approved by the court having jurisdiction in the premises, whereby such receiver or trustees assume and agree to be bound by each and every term, provision and limitation of said franchise agreement.

B. Termination upon Foreclosure. Except for the existing lienholders, in the case of a foreclosure or other judicial sale of the plant, property and equipment of Franchisee, or any part thereof, including or excluding this franchise, the Franchising Authority may serve notice of termination upon Franchisee and the successful bidder at such sale, in which event said franchise agreement and all rights and privileges of Franchisee thereunder shall cease and terminate thirty (30) days after service of such notice, unless:

1. The Franchising Authority shall have approved the transfer of said franchise, as and in the manner in this regulation provided, and

2. Such successful bidder shall have covenanted and agreed with the Franchising Authority to assume and be bound by all the terms and conditions of said Franchise Agreement.

29. Liability upon Expiration or Termination. The Franchisee assumes all liability and expense whatsoever for recovery of fixed costs required to install the cable system and to put it into operation and for any other costs incurred by the Franchisee as a result of the expiration of this Agreement or of its termination for cause. Where, however, negotiations for the award of a new Franchise Agreement are made necessary by the expiration of the term of this Agreement or by the termination of this Agreement, where feasible and where the equipment of the cable system has continued utility to the Installation, the incumbent Franchisee shall be permitted to offer its installed facilities for sale to those who desire to submit proposals for any new or successor Franchise Agreement.

30. Deactivation of the Installation. The Franchisee assumes all liability and expense whatsoever for recovery of costs relating to the installation, construction and hookup of

the cable system, and for any other costs, should the installation covered by this Agreement be deactivated in whole or in part. In such event, underground installations, other equipment, facilities and material may, at the discretion of the Franchising Authority, be abandoned in place.

31. Removal of Facilities. Unless otherwise approved by the Franchising Authority, the Franchisee must remove from the installation, at the Franchisee's expense, all equipment, facilities and materials of the cable system, and restore affected areas to their former condition, within one hundred eighty (180) days after expiration or termination of this Agreement. The liability insurance as provided herein shall continue in full force and effect during the period of removal and until full compliance by Franchisee with the terms and conditions of this paragraph and this Franchise Agreement. In the event of a failure by the Franchisee to complete any work required by this subsection, or any other work required by law or regulation within the time as may be established and to the satisfaction of the Franchising Authority, the Franchising Authority may cause such work to be done and Franchisee shall reimburse the Franchising Authority the cost thereof within thirty (30) days after receipt of an itemized list of such costs or the Franchising Authority may recover such costs.

32. Protection of Subscriber Privacy.

A. At the time of entering into an agreement to provide any cable service or other service to a subscriber and at least once a year thereafter, the Franchisee shall provide notice in the form of a separate, written statement to such subscriber that clearly and conspicuously informs the subscriber of:

1. the nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;
2. the nature, frequency, and purpose of any disclosure, which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;
3. the period during which such information will be maintained by the Franchisee; the times and place at which the subscriber may have access to such
4. the times and place at which the subscriber may have access to such information; and
5. the limitations provided by law with respect to the collection and disclosure of information by the Franchisee and the right of the subscriber to enforce such limitations.

B. The Franchisee shall not use the cable system to collect personally identifiable information concerning any subscriber (except records of aggregate data which do not identify particular persons) without the prior written or electronic consent of the

subscriber concerned, except that the Franchisee may use the cable system to collect such information in order to:

1. obtain information necessary to render a cable service or other service provided by the cable operator to the subscriber; or
2. detect unauthorized reception of cable communications.

C. The Franchisee shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned, except that the Franchisee may disclose such information if the disclosure is:

1. necessary to render or conduct a legitimate business activity related to a cable service or other service provided by the Franchisee to the subscriber;
2. made pursuant to a court order authorizing such disclosure, if the subscriber is notified of such order by the person to whom the order is directed; or
3. a disclosure of the names and addresses of subscribers to any cable service or other service, if:
 - (a) the cable operator has provided the subscriber the opportunity to prohibit or limit such disclosure, and
 - (b) the disclosure does not reveal, directly or indirectly, the extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or the nature of any transaction made by the subscriber over the cable system of the cable operator.

D. A cable subscriber shall be provided access free of charge to all personally identifiable information regarding the subscriber that is collected and maintained by the Franchisee. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by the Franchisee. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

E. The Franchisee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information either from the subscriber or pursuant to a court order.

33. Insurance.

A. The Franchisee shall, at its own expense, provide and maintain during the entire performance period of this Franchise at least the kinds and minimum amounts of insurance required as follows:

<u>Type</u>	<u>Amount</u>
(1) Workmen's Compensation	As required by Missouri Law
(2) General Liability Insurance	Bodily Injury Liability \$500,000 per occurrence Property Damage \$50,000 per occurrence
(3) Automobile Liability Insurance	\$200,000 Per person and \$500,000 Per occurrence for bodily injury and \$ 25,000 Per occurrence for property damage

B. Before commencing work under this Franchise Agreement, the Franchisee shall certify to the Franchising Authority in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interest of the Franchising Authority, shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Franchisee gives written notice to the Franchising Authority, whichever period is longer.

C. The Franchisee shall insert the substance of this clause, including this paragraph, in subcontracts under this Franchise that require work on the installation and shall require subcontractors to provide and maintain the insurance required in the section above or elsewhere in the Franchise Agreement. At least 5 days before entry of each such subcontractor's personnel on the installation, the Franchisee shall furnish (or ensure that there has been furnished) to the Franchising Authority a current certificate of insurance, meeting the requirements of paragraph b above, for each subcontractor.

D. No Limitation of Liability. The minimum amounts set forth herein for such insurance shall not be construed to limit the liability of Franchisee to the Franchising Authority under this Franchise Agreement to the amounts of such insurance.

E. Adjustment of Established Amounts. The Franchising Authority shall have the power from time to time to review the adequacy of the insurance coverage amounts. If because of changed circumstances, such as, but not limited, to, inflation, costs of materials, and/or the record of performance of Franchisee, the Franchising Authority determines that the amounts set are inadequate, the Franchising Authority shall notify Franchisee by sending Franchisee a document detailing the proposed changes which shall be in accordance with general practices in the CATV industry for similar operations. Franchisee shall have thirty (30) days to reply. After consideration of Franchisee's reply, if any, the Franchising Authority may reduce, leave the same, or

increase the amounts set as it deems reasonable to protect the Installation and U.S. Government.

34. Amendments to Franchise Agreement. The Franchisee agrees to incorporate in the Franchise Agreement any mandatory changes necessitated by changes to FCC rules and regulations within one year of effective date of such changes, unless the FCC require earlier implementation.

35. Installation Commander. The use and occupation of the Installation shall be subject to the general supervision and approval of the Installation Commander and to such rules and regulations (consistent with the express provisions of this Franchise Agreement) as may be prescribed by him from time to time which rules shall not abrogate the contractual rights granted herein.

36. Land Required by Franchisee. Use of Government land required by the Franchisee for antenna/receiver site(s) or other purposes, if any, may be allowed if requested and if available. The Franchisee will coordinate all requests for use of land with the Franchising Authority. The Franchise Board will use its best efforts to secure approval for the Franchisee's use of any reasonably available land so requested for the purpose of providing services covered by the Franchise.

37. Force Majeure. Notwithstanding any provision contained in this Franchise Agreement to the contrary, neither the Franchising Authority nor Franchisee, nor any successor in interest shall be considered in breach, violation or default of their respective obligations under this Franchise Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; war; restrictive government regulations; supplier delays; acts of God; natural disasters; civil disturbances; power outages; telephone network outages; unusual weather conditions; unusually adverse weather or wet soil conditions; unusually adverse atmospheric conditions; or other causes beyond the parties' reasonable control, including, but not limited to, any court order or judgment resulting from any litigation affecting the validity of this Franchise Agreement.

38 Severability. If any section, subsection, clause, sentence, or phrase of this Franchise Agreement is for any reason held unconstitutional, illegal, or otherwise invalid by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

39. Billing and Payment. All billing and payment of fees will be on a direct subscription basis between Franchisee and Subscriber.

40. CATV Outlets in Family Housing. The majority of the family housing units within the Service Area are owned by Leonard Wood Family Communities, LLC. The Franchisee will not install, maintain, modify, add, nor remove any cable outlets or internal cable wiring located in any housing unit within the Service Area. The line of demarcation is as

described in paragraph 2. Definitions. If a request is received from a Subscriber for additional cable outlets, the Subscriber should be referred to the landlord, Leonard Wood Family Communities, LLC.

41. Establishment of Advisory Committee.

A. The Designated Representative may create a committee to act as an advisory body to the Installation Commander and the Designated Representative with regard to issues affecting the operation of Government, public or educational access channels, and the programs offered on such channels on the cable television system(s) on the Installation. In its advisory capacity, the Committee shall endeavor to promote and develop maximum involvement and utilization of the public and educational/cultural access channels.

B. The Committee may have the following specific functions, but not necessarily be limited to these functions:

1. Develop a plan for maximum involvement and utilization of the public and educational or Government access channels.
2. Submit annually a written advisory report to the Designated Representative reviewing said plan, recommending changes thereto, and describing fully the actions of the Committee for the preceding year.
3. Assure that the operation of the non-Government access channels remains free from direct or indirect program censorship, and governmental interference with, or control of, program content.
4. Adopt rules and regulations governing its meetings and other activities.
5. Perform such other advisory functions as the Designated Representative may direct.
6. The Committee may appear before the Designated Representative in any proceedings on matters pertaining to the cable communications system.

42. Employment Requirement. The Franchisee shall not refuse to hire, nor discharge from employment, nor discriminate against any person regarding compensation, terms, conditions, or privileges of employment because of age, sex, race, color, creed, or national origin. The Franchisee shall take affirmative action to ensure that employees are treated during employment without regard to their age, sex, race, color, creed or national origin. This condition includes, but is not limited to, the following: recruitment advertising, employment interviews, employment, rates of pay, upgrading, transfer, demotion, lay-off, and termination.

43. Use of Public Streets and Ways. For the purpose of operating and maintaining a Cable Communications System in the Service Area, the Franchisee may erect, install, construct, repair, replace, reconstruct, and retain in, on, under, upon, across, and along the public streets, and ways within the Service Area, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the Cable Communications System. In portions of the Service Area owned and/or leased by Leonard Wood Family Communities, LLC, the Franchisee will work closely with Leonard Wood Family Communities, LLC, and utilize those utility right-of-ways dedicated by Leonard Wood Family Communities, LLC when installing cable facilities in family housing areas. Furthermore, prior to any construction or alteration project, the Franchisee shall file plans with the appropriate Franchising Authority agencies, officers or departments as designated by the Franchising Authority, and utility companies, and receive written approval before proceeding.

44. Regulatory Authority/Responsibility.

A. Regulatory Authority. The Franchising Authority shall exercise appropriate regulatory authority under the provisions of this Franchise Agreement and applicable law. Franchising Authority may, at its sole option, participate with other governmental entities in a joint regulatory agency, with delegated responsibility in the area of cable and related communications.

B. Regulatory Responsibility. The Franchising Authority, if acting jointly with other Franchising Authorities, may delegate the following regulatory responsibility:

1. Administration and Enforcement. Administration and enforcement of the provisions of the Cable Communications System Franchise Agreement(s).

2. Coordination. Coordination of the operation of public, governmental and/or educational channels, if any.

3. Support to Public Agency Users. Provision of technical, programming and operational support to public agency users, such as Franchising Authority departments, schools and health care institutions.

4. Procedures and Standards for Institutional Operations. Establishment of procedures and standards for institutional operations and services, use of dedicated channels, and sharing of public facilities.

5. Planning. Planning of expansion and growth of services, including inter-connection of various CATV Systems.

6. Interconnection. Analysis of the possibility of integrating Cable Communication Systems with other Franchising Authority, County, State or regional telecommunications networks.

7. Policy. Formulation and recommendation of long range telecommunications policy for the Franchising Authority.

8. Community Channels. Selection and implementation of all things necessary to establish an entity that would ensure access to community channels that serve the public interest.

45. Operation and Maintenance.

A. Reports Required. Franchisee shall file with the Franchising Authority, on request, no more than once each calendar quarter, any of the following:

1. Facilities Report. An annual total facilities report setting forth the physical miles of plant constructed, rebuilt or in operation during the fiscal year. Such report shall also contain any revisions to the System "as built" maps filed with the Franchising Authority.

2. Subscriber Data. Franchisee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures, and any other terms and conditions adopted as Franchisee's policy in connection with its Subscribers shall be filed with the Franchising Authority and conspicuously posted in Franchisee's local office.

3. Ownership Report. An Ownership Report, indicating all persons who at any time during the preceding year did own or control more than 10% of Franchisee.

4. Conduct of Business Rules. All rules, regulations, terms and conditions which Franchisee has adopted for the conduct of its business.

5. Technical Measurements. One (1) copy of a report on the System's technical measurements as set forth herein.

6. Financial Report. An annual financial report certified by an officer of Franchisee for the previous calendar year, including gross revenues from all sources, gross Subscriber revenues from each category of service, net income and end-of-year balance sheet for Franchisee.

7. Activities Report. An annual summary of Franchisee's previous year's activities including but not limited to Subscriber totals and new services.

8. Complaints. An annual summary of complaints received and handled by Franchisee; and

9. Future Plans. An annual projection of Franchisee's plans for the future.

B. Information Required.

1. Maintenance of Information. Franchisee shall at all times maintain:

(a) A record of all complaints received and interruptions or degradation of service experienced for the preceding three (3) years.

(b) A full and complete set of plans, records and "as-built" maps showing the exact location of all Cable Communication System equipment installed or in use in the service area covered by this Franchise, exclusive of Subscriber service drops.

2. Filing. When not otherwise prescribed herein, all matters required to be filed with the Franchising Authority shall be filed with the Franchising Authority.

C. Maintenance and Complaints.

1. Business Offices. Franchisee shall maintain appropriate business offices which shall be open during all usual business hours, have a publicly listed toll-free telephone and be so operated to receive Subscriber complaints and requests for repairs or adjustments on a twenty-four (24) hour basis. A written log shall be maintained listing all complaints and their disposition.

2. Interruptions. Franchisee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by a notice and shall occur during periods of minimum use of the System. A written log shall be maintained for all service interruptions.

3. Repair Force. Franchisee shall maintain a repair force of technicians which shall initiate response to Subscriber complaints or requests for service within twenty-four hours after receipt of the complaint or request on a business day.

4. Information to Subscribers. Franchisee shall furnish each Subscriber at the time service is installed, written instructions that clearly furnish information concerning the procedures for making inquiries or complaints, including the name, address and local telephone number of the employee or employees or agent to whom such inquiries or complaints are to be addressed, and furnish information concerning the Franchising Authority office responsible for administration of the Franchise Agreement with the address and telephone number of the office.

D. Rights of Individuals.

1. Equal Rights. Franchisee shall not deny service, deny access or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, natural origin, age or sex. Franchisee shall comply at all times with all other applicable Federal, State and local laws and regulations, and all executive and

administrative orders relating to nondiscrimination which are hereby incorporated and made part of this Regulation by reference.

2. **Equal Employment.** Franchisee shall strictly adhere to the equal employment opportunity requirements of the FCC, and other Federal, State and local laws and regulations, as amended from time to time.

E. **Failure to Operate. Upon Failure Franchising Authority May Operate.** In the event Franchisee fails to operate the System for seven (7) consecutive days without prior approval of the Franchising Authority or without just cause, the Franchising Authority may, at its option, operate the System or designate an operator until such time as Franchisee restores service under conditions acceptable to the Franchising Authority or a permanent operator is selected. If the Franchising Authority is required to fulfill this obligation for Franchisee, Franchisee shall reimburse the Franchising Authority for all reasonable costs or damages in excess of revenues from the system received by the Franchising Authority. However, this provision shall not affect the rights of any lienholder.

46. **Franchisee Rules and Regulations.** Franchisee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable Franchisee to exercise its rights and perform its obligations under said Franchise Agreement, and to assure an uninterrupted service to each and all of its customers. Provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof or applicable local, state and federal laws, rules and regulations.

47. **Right to Delegate Regulation.** Franchisee acknowledges and accepts the right of Franchising Authority, at Franchising Authority's sole option, to delegate regulatory powers to a properly authorized entity, and Franchisee agrees it shall not now or at any time hereafter challenge this right in any way in any Franchising Authority, State or Federal Court.

48. **Outside Regulatory Actions.** In the event that the FCC or other regulatory bodies mandate that the Franchisee obtain and pay a fee for the right to rebroadcast the signals of commercial television or radio stations, the charge for such right, may, at the Franchisee's sole option, be passed on to the subscriber on a pro rata basis and no Franchise Fee shall be charged on such passed through costs.

49. **Emergency Override.** Franchisee shall provide an emergency override capability to permit Franchising Authority to interrupt and cablecast a message on all channels simultaneously in the event of disaster or public emergency.

50. **Payment Center Accessible to Handicap.** Franchisee shall provide a payment center and/or business office accessible to handicapped persons. Franchisee shall have ninety (90) days from the effective date of this Franchise Agreement to provide either a ground level entry to the business office or provide a ramp (which shall be built

according to the same standards required of the Federal government to provide handicapped access existing at the time of the passage of this Franchise Agreement).

51. Miscellaneous Provisions.

A. **Activities Prohibited.** The Franchisee shall not allow its cable or other operations to interfere with television reception of persons not served by the company, nor shall the System interfere with operators on other spectra or channels granted by the FCC, or obstruct or hinder in any manner, the operation of the various utilities serving the residents of the Franchising Authority.

B. **Compliance with Franchising Authority, State and Federal Laws.**

1. Notwithstanding any other provisions of this Franchise Agreement to the contrary, Franchisee shall at all times comply with all laws and regulations of the Franchising Authority, State and Federal government or any administrative agencies thereof. Provided, however, if any such State or Federal law or regulation shall require Franchisee to perform any service or shall prohibit Franchisee from performing any service, in conflict with the terms of this Franchise Agreement, then as soon as possible following knowledge thereof, Franchisee shall notify the Franchising Authority of the point of conflict believed to exist between such regulation or law this Franchise Agreement.

2. If the Franchising Authority determines that a material provision of this Franchise Agreement is affected by any subsequent action of the State or Federal government, the Franchising Authority shall have the right to modify any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this Regulation.

C. **Notices.** All notices from Franchisee to the Franchising Authority pursuant to this Franchise Agreement shall be to the Franchising Authority Designated Representative. Franchisee shall maintain with the Franchising Authority, throughout the term of the Franchise Agreement, an address for service of notices by mail. Franchisee shall also maintain appropriate local offices and telephone numbers for the conduct of matters related to this Franchise Agreement during normal business hours. Upon written request by Franchisee, the Franchising Authority shall provide copies of all notices effecting this Franchise Agreement to Franchisee's lender.

D. **Captions.** The captions to sections throughout this regulation are intended solely to facilitate reading and reference to the sections and provisions of this Regulation. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

E. **No Recourse against the Franchising Authority.** Franchisee shall have no recourse whatsoever against the Franchising Authority or its officials, boards, commissions, agents or employees for any loss, cost, expense, or damage arising out of any provision or requirement of the franchise or because of the enforcement of the franchise.

F. Non-enforcement by the Franchising Authority. Franchisee shall not be relieved of its obligation to comply with any of the provisions of this Franchise Agreement by reason of any single or repeated failure of the Franchising Authority to enforce compliance.

G. Theft of Services and Tampering. Violation. No person, whether or not a Subscriber to the Cable System may intentionally or knowingly damage or cause to be damaged any wire, cable, conduit, equipment or apparatus of Franchisee, or commit any act with intent to cause such damage, or to tap, tamper with or otherwise connect any wire or device to a wire, cable, conduit, equipment and apparatus or appurtenances of Franchisee with the intent to obtain a signal or impulse from the Cable System without authorization from Franchisee and compensation (at Franchisee's option) to Franchisee, or to obtain cable television or other communications service with intent to cheat or defraud Franchisee of any lawful charge to which it is entitled.

H. Subsequent Action by State or Federal Agencies. Should the State of Missouri, the FCC or any other agency of the Federal government subsequently require Franchisee to deliver any signals in addition to those required by this Franchise Agreement, or to perform any act which is inconsistent with any provisions of this Franchise Agreement, Franchisee shall so notify the Franchising Authority. Upon receipt of such notification, the Franchising Authority shall determine if a material provision of the Franchise Agreement is affected. Upon such determination, the Franchising Authority shall have the right to modify or amend any of the sections of the Franchise Agreement to such reasonable extent as may be necessary to carry out the full intent and purpose of the Franchise Agreement. The Franchising Authority may terminate the Franchise Agreement in the event the Franchising Authority determines that substantial and material compliance with the original proposed terms of the Franchise Agreement has been frustrated by such State or Federal requirement.

IN WITNESS WHEREOF, the undersigned, by and through their duly authorized representatives, have executed this Cable Television Franchise Agreement as of this ____ day of _____, 201_, to be effective as of _____.

FORT LEONARD WOOD, MISSOURI

CABLE AMERICA CORPORATION

By: _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

SCHEDULE A
CABLE TELEVISION SYSTEM
SCHEDULE OF FEES*

<u>BASIC SERVICES</u>	<u>RATE</u>
BASIC CHOICE	\$22.99
EXPANDED SERVICES	\$43.00
TOTAL STANDARD CHOICE	\$65.99
 <u>PREMIUM SERVICES</u>	
HBO	\$16.95
SHOWTIME	\$16.95
THE MOVIE CHANNEL	\$16.95
CINEMAX	\$16.95
STARZ	\$16.95
DIGITAL CHOICE	\$80.99
PREMIUM CHOICE (Standard Choice + all premium services above)	\$145.74
HIGH DEFINITION (HD) SERVICE (includes 1 HD terminal)	\$17.95
DIGITAL VIDEO RECORDER (DVR) (included 1 DVR terminal)	\$15.00
MOVIE PACK	\$4.95
SPORTS PACK	\$3.95
 <u>EQUIPMENT</u>	
DIGITAL TERMINAL	\$2.95
HIGH DEFINITION (HD) TERMINAL	\$10.00
DIGITAL VIDEO RECORDER (DVR)	\$10.00
 <u>INSTALLATION</u>	
INSTALLATION	\$31.95
ADDITIONAL OUTLET INSTALLATION	\$16.95
RECONNECTION FEE	\$37.95
 <u>BULK SERVICES</u>	
BULK BASIC CHOICE	\$11.50 per connection
BULK STANDARD CHOICE	\$19.50 per connection
BULK PREMIUM SERVICE	\$5.50 per connection

*The above rates do not include applicable fees and taxes and are subject to change at the sole discretion of the Franchisee in accordance with FCC Rules and Regulations.

SCHEDULE B
PROGRAMMING
COMPLETE LISTING
Page 1 of 2

BASIC CHOICE

3 KYTV NBC	10 KOLR CBS	195 KY3 COZI TV	502 KOZL HD
4 KOZL Ozark Local	12 Gov Access	196 KRBK Movies	503 KOLR CBS HD
5 KOZK PBS	13 K15CZ CW	197 KOZK OPT ED	504 KSPR ABC HD
6 Daystar	14 C-SPAN-1 US House	198 KOZK PBS Create	509 KRBK FOX HD
7 Local Information	45 C-SPAN-2	199 KYTV Weather Plus	
8 KSPR ABC	105 KRBK Me TV	500 KYTV NBC HD	
9 KRBK FOX	194 KOZL ESCAP	501 KOZK PBS HD	

EXPANDED SERVICE

2 TV Guide (PoP)	42 Food Network	237 National Geographic	925 Toddler Tunes
11 HSN	43 AMC	238 National Geographic Wild	926 Y2K
15 Hallmark Channel	44 History Channel	243 Fox Business	927 90's
16 Nickelodeon	46 A&E	254 Oxygen	928 80's
17 Free Form	47 SyFy	900 Music Choice Play	929 70's
18 E! Entertainment	48 GAC	901 Hit List	930 Soul Gold Oldies
19 Weather Channel	49 TLC	902 Max	931 Pop Country
20 Fox News	50 CNBC	903 Dance/EDM	932 Today Country
21 CNN	51 Fox Sports 1	904 Indie	933 Country Hits
22 Tru TV	52 Animal Planet	905 Hip Hop Rap	934 Classic Country
23 USA	53 BET	906 Rap	935 Contemporary Christian
24 Disney Channel	54 Univision	907 Hip-Hop Classics	936 Pop Latin
25 ESPN	55 Cartoon Network	908 Throwback Jam	937 Musica Urbana
26 ESPN Classic	56 Travel Channel	909 R&B Classics	938 Mexicana
27 ESPN 2	57 HGTV	910 R&B Soul	939 Tropicales
28 FOX Sports Mid West	58 FOX Sports Mid West Plus	911 Gospel	940 Romances
29 FX	59 Jewelry TV	912 R&B	941 Sounds of the Seasons
30 CNN Headline News	60 QVC	913 R&B	942 Stage & Screen
31 Spike TV MTV	73 NFL Network	914 R&B	943 Soundscapes
32 MTV	81 CMT	915 Alternative	944 Smooth Jazz
33 TBS	83 Bravo	916 Adult Alternative	945 Jazz
34 VH-1	98 Disney Junior	917 Rock Hits	946 Blues
35 MSNBC	99 Velocity	918 Classic Rock	947 Singers & Swing
36 Discovery	100 SEI Network	919 Soft Rock	948 Easy Listening
37 Comedy Central	101 NBC Sports	920 Love Songs	949 Classical Masterpieces
38 TV Land	102 Fox Sports 2	921 Pop Hits	950 Light Classical
39 Lifetime	102 OWN	922 Party Favorites	
40 TBN	104 Investigation Discovery	923 Teen MC	
41 TNT	100 FXX	924 Kidz Only	

DIGITAL CHOICE

200 Discovery Family	217 VICELAND	230 EWTN	251 Nick Music
201 Science Channel	218 LMN	234 Outdoor Channel	252 RFD TV
203 Destination America	220 Fuse	235 ESPNU	253 Centric
205 American Heroes Ch.	221 MTV2	236 Chiller	255 Military History
206 Golf Channel	222 MTV Classic	241 Cooking Channel	256 Crimes & Investigation
207 ESPN News	223 CMT Music	242 DIY	257 Telemundo
208 IFC	224 Disney XD	244 Evine	258 Discovery En Espanol
209 Game Show Network	225 Nick Toons	245 Uplifting	449 Starz Encore Family
211 BBC America	226 Teen Nick	246 The Word Network	
212 TCM	227 Olympics Channel	248 Smithsonian	
213 Nick Jr.	228 FX Movies Channel	249 Sprout	
216 FYI Channel	229 Discovery Life	250 BET Soul	

MOVIE PACK

228 FX Movies	431 Starz Encore W	435 Starz Encore Classic W	439 Starz Encore Black W
428 Sundance Channel	432 Starz Encore Action E	436 Starz Encore Suspense E	440 Starz Encore Westerns E
429 Flix	433 Starz Encore Action W	437 Starz Encore Suspense W	441 Starz Encore Westerns W
430 Starz Encore E	434 Starz Encore Classic E	438 Starz Encore Black E	450 Hallmark Movie Channel

SPORTS PACK

350 Fox Sports 2	353 FOX Col Sports-Pacific	357 TV Games	360 NFL Red Zone
351 FOX Col Sports-Atlantic	354 Sportsman Channel	358 TV Games Network 2	361 Pac-12 Network
352 FOX Col Sports-Central	356 World Fishing Network	359 NFL Network	362 Pac-12 LA

SCHEDULE B
PROGRAMMING
COMPLETE LISTING
Page 2 of 2

PREMIUM CHANNELS

400 HBO E	409 HBO Zone E	418 MAX Latino	442 STARZ E
401 HBO W	410 Cinemax E	419 5 StarMax	443 STARZ W
402 HBO2 E	411 Cinemax W	420 OuterMax	444 STARZ Edge E
403 HBO2 W	412 MoreMax E	421 Showtime E	445 STARZ Kids & Family E
404 HBO Signature E	413 MoreMax W	422 Showtime Too E	446 STARZ in Black E
405 HBO Signature W	414 ActionMax E	423 Showtime Showcase E	447 STARZ 5 Cinema E
406 HBO Family E	415 ActionMax W	425 Showtime Extreme E	
407 HBO Family W	416 Thriller Max E	426 TMC E	
408 HBO Comedy E	417 Movie Max	427 TMC Xtra E	

HDTV

500 KYTV NBC Spring Field HD	519 Destination America HD	537 Fox News HD	602 HBO HD
501 KOZK PBS HD	520 Animal Planet HD	538 FX HD	603 Cinemax HD
502 KOZL HD	521 Science HD	539 FS1 HD	1003 KYTV NBC Springfield HD
503 KOLR CBS HD	522 TLC HD	540 History HD	1004 KOLZ HD Ozark Local
504 KSPR ABC HD	523 Travel HD	541 Smithsonian HD	1005 KOZK PBS HD
509 KRBK FOX HD	524 National Geo HD	542 Food HD	1008 KSPR ABC HD
510 ESPN HD	525 Fox Sports MW HD	543 A & E HD	1009 KRBK FOX HD
511 ESPN2 HD	526 Investigation Discovery HD	544 HGTV HD	1010 KOLR CBS HD
512 Velocity HD	530 USA HD	545 AMC HD	1019 Weather Channel HD
513 TNT HD	531 SyFy HD	546 Wealth HD (AWE)	1020 Lifetime HD
514 Olympics Channel HD	532 CNBC HD	547 CNN HD	1058 Fox Sports MW Plus HD
515 AXS HD	533 Bravo HD	548 TCM HD	1200 Discovery Family HD
516 HD Net Movies	534 FREEFORM HD	549 NFL HD	1216 FOX HD
517 TBS HD	535 Disney HD	600 Starz HD	1218 Lifetime Movies HD
518 Discovery HD	536 Outdoor Channel HD	601 Showtime HD	

DRAFT

B-I

SCHEDULE C

BASIC CABLE SERVICE TIER

3	KYTV NBC	10	KOLR CBS	195	KY3 COZI TV	502	KOZL HD
4	KOZL Ozark Local	12	Gov Access	196	KRBK Movies	503	KOLR CBS HD
5	KOZK PBS	13	K15CZ CW	197	KOZK OPT ED	504	KSPR ABC HD
6	Daystar	14	C-SPAN-1 US House	198	KOZK PBS Create	509	KRBK FOX HD
7	Local Information	45	C-SPAN-2	199	KYTV Weather Plus		
8	KSPR ABC	105	KRBK Me TV	500	KYTV NBC HD		
9	KRBK FOX	194	KOZL ESCAP	501	KOZK PBS HD		

SCHEDULE C

FORT LEONARD WOOD
EDUCATIONAL TELEVISION (ETV) SERVICE LOCATIONS

BUILDING NUMBER

BLDG 312

BLDG 315

BLDG 470

BLDG 498

BLDG 499

BLDG 500

BLDG 590

BLDG 606

BLDG 607

BLDG 625

BLDG 631

BLDG 636

BLDG 637

BLDG 638

BLDG 651

BLDG 658

BLDG 732

BLDG 733

BLDG 740

BLDG 741

BLDG 750

BLDG 768

BLDG 786

BLDG 789

BLDG 804

BLDG 822

BLDG 832

BLDG 837

BLDG 838

BLDG 839

BLDG 98

BLDG 1000

BLDG 1016

BLDG 1022

BLDG 1023

BLDG 1607

BLDG 1703

BUILDING NUMBER

BLDG 1706

BLDG 2100

BLDG 3200

BLDG 3201

BLDG 4193

BLDG 5267

BLDG 5400

BLDG 14000

DRAFT