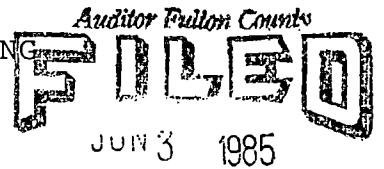


VALLEY CABLEVISION, INC. ITS
SUCCESSORS AND ASSIGNS, TO CONSTRUCT,
OPERATE AND MAINTAIN A CABLE TELEVISION
IN FULTON COUNTY, INDIANA
AND SETTING FORTH CONDITIONS ACCOMPANYING
THE GRANT OF THIS FRANCHISE



SECTION I
DEFINITIONS

For the purpose of this Ordinance, the following terms shall have the meaning set forth below. The word "shall" is mandatory and not merely directory.

- (A) "County" is Fulton County, Indiana;
- (B) "Board" is the Board of Commissioners of Fulton County, Indiana;
- (C) "Grantee" is Valley Cablevision, Inc., its successors and assigns as may be in accordance with the provisions of the Franchise. Valley Cablevision, Inc. is a corporation organized and existing under the laws of the State of Indiana, with its principal office and place of business located at 204 W. Rochester Street, Akron, Indiana;

(D) "Valley Cablevision", hereinafter also referred to as CATV System, means a system for transmission of audio and/or video signals by coaxial cable or other means and such related services as the State-of-the-Art permits and Grantee chooses to provide. These services include, but are not limited to "Basic Service" or "Premium Service";

(E) "Basic Service" shall consist of those television broadcast station signals required to be carried by Grantee's CATV systems pursuant to Rules and Regulations of the Federal Communications Commissions. Basic Service generally includes each of the three major networks (ABC, CBS, and NBC) and most educational and independent stations that are receivable in the County off-the-air

(F) "Premium Service" is comprised of any communications or program service not included within the definition of Basic Service such as, but not limited to, movie services, sporting events, and other satellite delivered programming, as well as advertising, leased channels, shopping services and the transmission of other programming and electronic information for which a per program or per channel charge is made;

(G) "Basic Service Revenue" is the revenue collected by Grantee from Subscribers for the provision of Basic Service and shall not include revenues collected for Premium Services;

(H) "Person" is any person, firm, partnership, association, corporation, company, or organization of any kind;

(I) "Subscriber" is a person who purchases a service offered by the CATV System; and

(J) "Franchise" is the term applied to this Ordinance following adoption by the Town Board and acceptance by the Grantee.

SECTION II

GRANT OF AUTHORITY

For construction and operation of a CATV system, there is hereby granted to the Grantee for a period of 20 years from the effective date of this Franchise the right and privilege to construct, erect, operate, and maintain in, upon, along, across, above, over, and under the streets, alleys, public ways, and public places now laid out or dedicated, and all extensions thereof and additions thereto, in the County, poles, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the construction, maintenance, and operation in the Town of a CATV System.

SECTION III

COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

The Grantee shall, at all times during the life of this Franchise, be subject to the lawful exercise of the police power by the County and

SECTION IV

OPERATION AND MAINTENANCE OF THE SYSTEM

The Grantee shall install such equipment and have the necessary equipment and personnel to maintain its facilities so as to assure efficient service, and it shall have the necessary equipment and personnel to make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

SECTION V

CONSTRUCTION AND MAINTENANCE

(A) All structures, lines, and equipment erected by Grantee within the County shall be so located as to cause minimum interference with the proper use of streets, alleys, public utility easements, and other public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners, and Grantee shall comply with all reasonable, proper, and lawful ordinances of the County now or hereafter in force.

(b) Prior to any disturbance of any county roadway, Grantee shall first request and receive permission from the Board of Commissioners. Further, in case of any disturbance by Grantee of pavement, sidewalk, driveway, or other surfacing, Grantee shall, at its own cost and expense, replace and restore all paving, sidewalk, driveway, or surface so disturbed in as good condition as before said work was commenced. Said repair or restoration shall be to the satisfaction of the county highway superintendent or his assistant.

(C) In the event that at any time during the period of this Franchise the County shall lawfully elect to alter or change any street, alley, public utility easement, or other public way requiring the relocation of Grantee's facilities, then in such event Grantee, upon reasonable notice by the County, shall remove, relay, and relocate the same at its own expense; provided, however, that where public

overhanging all streets, alleys, public utility easements, sidewalks and public places of the County so as to prevent the branches of such trees from coming into contact with Grantee's facilities.

(E) All poles, lines, structures and other facilities of Grantee in, on, over, and under the streets, sidewalks, alleys, public utility easements, and public grounds, or places of the County shall be kept by Grantee at all times in a safe and substantial condition and in good order and repair.

SECTION VI

CATV SERVICE AREA

Grantee shall make CATV service available to all of the area within the Valley Cable boundary maps as established by the Public Service Commission and as amended from time to time.

SECTION VII

REMOVAL OF FACILITIES

The Grantee upon termination by any Subscriber of the Grantee's service shall promptly remove all of its facilities and equipment from the premises of a Subscriber upon said Subscriber's written request.

SECTION VIII

PAYMENT TO THE TOWN

In consideration of the terms of this Franchise, Grantee agrees to pay the County a sum of money equal to one percent per year of Grantee's gross revenues derived from Basic Service provided within the Town Limits (not including revenues from Premium Services, installation fees, or late charges). Such annual sum shall be payable one-half thereof at the end of each semi-annual period. The semi-annual anniversary shall be the last day of June and last day of December of each year, and each semi-annual payment shall be paid within sixty days thereafter. Grantee shall file with the County with each semi-annual payment a sworn statement of the number of its Subscribers

conditions, or provisions of this Franchise or if Grantee should fail to comply with any reasonable provisions of any ordinance of Fulton County regulating the use by Grantee of the Streets, alleys, public utility easements, or public ways of Fulton County, and should Grantee further continue to violate or fail to comply with the same for a period of thirty days after Grantee shall have been notified in writing by Fulton County to cease and desist from any such violation or failure to comply so specified, then Grantee may be deemed to have forfeited and annulled and shall thereby forfeit and annul all the rights and privileges granted by this Franchise; provided, however, that such forfeiture shall be declared only by written decision of Fulton County after an appropriate public proceeding before Fulton County affording Grantee due process and full opportunity to be heard and to respond to any such notice of violation or failure to comply; and provided further that Fulton County may, in its discretion and upon a finding of violation or failure to comply, impose a lesser penalty than forfeiture of this Franchise or excuse the violation of failure to comply upon a showing by Grantee of mitigating circumstances. Grantee shall have the right to appeal any finding of violation or failure to comply and any resultant penalty to any court of competent jurisdiction. In the event that forfeiture is imposed upon Grantee, it shall be afforded a period of six months within which to sell, transfer, or convey this cable television system to a qualified purchaser at fair market value. During this six-month period, which shall run from the effective date of the final order or decision imposing forfeiture, including any appeal, ~~Grantee shall have the right to operate this cable television system~~ pursuant to the provisions of this Franchise.

SECTION XII

SURRENDER RIGHT

Grantee may surrender this Franchise at any time upon filing with the Fulton County, a written notice of its intention to do so at least three months before the surrender date. On the surrender date specified in that notice, all of the rights and privileges and all of the

SECTION IX

RIGHTS RESERVED TO COUNTY

(A) The right is hereby reserved to the County to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the basic rights herein granted.

(B) The County shall have the right to inspect and the Grantee shall make available its books, records, maps, plans, and/or other like materials of the Grantee pertaining to the operation of said CATV System at any time during normal business hours, provided that thirty days notice shall have been given to Grantee as to what records are to be produced for such inspection.

(C) The county may hold hearing on any matter pertaining to this Franchise, and Grantee shall make available its representatives or agents for such hearing.

SECTION X

DURATION AND ACCEPTANCE OF FRANCHISE

(A) This Franchise is hereby granted to operate a CATV system in Fulton County, Indiana, and shall take effect and be in force from and after passage hereof by the County as provided by law, and shall continue in force and effect for a term of twenty years. The original term of this Franchise shall be automatically extended for successive additional five-year periods unless one of the parties ~~hereto shall give twelve months written notice to the other party of~~ its intention not to extend this Franchise (or any extension thereof) on these terms and conditions. Notwithstanding such notice, the County and Grantee agree to negotiate in good faith changes proposed by either party which would apply to renewal or extension of this Franchise so as to insure continuity of service to the public

prior thereto, Grantee may be required to post a Franchise surrender fee with Fulton County, in such amount as may be determined at that time, said amount being in a sum not to exceed an amount necessary to protect Fulton County's interests.

SECTION XIII

TRANSFERS

All of the rights and privileges and all of the obligations, duties, and liabilities created by this Franchise shall pass to and be binding upon the successors of Fulton County, and the successors and assigns of Grantee; and the same shall not be assigned or transferred without the written approval of Fulton County, Indiana, which approval shall not be unreasonably withheld; provided, however, that this section shall not prevent the assignment or hypothecation of the Franchise by Grantee as security for debt without such approval and provided further that transfers or assignments of the Franchise between any parent and subsidiary corporation or between entities of which at least fifty percent of the beneficial ownership is held by the same person, persons, or entities shall be permitted without the approval of the Town board.

SECTION XIV

LIABILITY, INDEMNIFICATION, AND INSURANCE

Grantee shall save Fulton County harmless from all loss sustained by Fulton County, on account of any suit, judgment, execution, claim, or demand whatsoever against Fulton County resulting from negligence on the part of the Grantee in the construction, operation, or maintenance of its cable television system in the County. For this purpose Grantee shall carry property damage and personal injury insurance as follows:

(a) A general comprehensive public liability insurance policy indemnifying, defending, and saving harmless Fulton County, its officers boards, Board members, agents, or employees from any and all claims by any person or persons occasioned or alleged to have been occasioned by the operations of Grantee under the Franchise granted herein, in the amount of at least Five Hundred Thousand Dollars per personal injury or death of any one person and One Million Dollars for personal injury

agents, or employees from or against all claims by any person whatsoever for property damage occasioned or alleged to have been occasioned by the operation of Grantee under the Franchise granted herein, in the amount of at least Two Hundred Fifty Thousand Dollars for property damage of any one person and Five Hundred Thousand Dollars for property damage of two or more persons in any one occurrence; and

(3) All of the foregoing insurance contracts shall be in force in a form satisfactory to Fulton County, shall be issued, and maintained by companies authorized to do business in the State of Indiana and acceptable to Fulton County and shall be kept in full force and effect by Grantee during the term of this Franchise and until completion of all obligations of this Franchise, including any required removal of equipment, structures, facilities, apparatus, and appurtenances. The contracts shall contain provisions requiring that ninety days written notice of any cancellation be given to both Fulton County, and Grantee.

SECTION XV

SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Federal or State jurisdiction, specifically including the Federal Communications Commission, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

PASSED AND APPROVED this 3 day of June, 1985.

Everett Smith
Robert C. Denney
Ray L. Fisher
COMMISSIONERS, Fulton County

ATTEST:

Michael Kendall
COUNTY AUDITOR

Valley Cablevision, Inc.
By W. Mike Stephen

Subscribed and sworn to before me by W. Mike Stephen

Barbara Guerin

NOTARY PUBLIC

Residing in, Fulton Co, IN

My Commission Expires:

4-5-88



PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) number of equivalent lines

Head—number of lines

Body—number of lines

Tail—number of lines

Total number of lines in notice 11

COMPUTATION OF CHARGES

11 lines, 1 column wide equals 11 equivalent lines at .238 cents per line

\$ 3.93

Additional charge for notices containing rule or tabular work (50 percent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 3.93

DATA FOR COMPUTING COST

Width of single column 9.9 ems

Size of type 6 point

Number of insertions 2 (two)

Size of quad upon which type is cast

Pursuant to the provisions and penalties of Ch. 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date: May 29, 1985

Title: Publisher

PUBLISHER'S AFFIDAVIT

State of Indiana)
Fulton County) ss

Personally appeared before me, a notary public in and for said county and state, the undersigned.....Don Towle.....who,

being duly sworn, says that he is.....Publisher.....

of the.....Akron-Mentone News..... a weekly.....

newspaper of general circulation printed and published in the English language in the

(city) (town) of.....Akron.....in state and county

aforsaid, and that the printed matter attached hereto is a true copy, which was duly

published in said paper for two times, the dates of publication being as follows:

May 22, 1985.....May 29, 1985.....

Subscribed and sworn to before me this 29th day of May, 1985

Notary Public

My commission expires September 7, 1987



NOTICE OF PUBLIC HEARING
Notice is hereby given that at the June 13, 1985 meeting of the Fulton County Commissioners held at 9:00 A.M., a proposed ordinance, granting a franchise to Valley Cablevision, Inc., its successors and assigns, to construct, operate and maintain a cable television in Fulton County, Indiana, will be heard: 22/2p

Warrant No.

IN FAVOR OF

Stone News

Of Appropriation For

3-30

Bill of Legal

19

ED

Indell
INDIANA

I have examined the within claim and hereby certify as follows:

That it is in proper form.

That it is duly authenticated as required by law.

That it is based upon statutory authority.

That it is apparently (correct) (Incorrect)

I certify that the within claim is true and correct; that the services therein itemized and for which charge is made were ordered by me and were necessary to the public business.

....., 19.....

LEGAL ADVERTISING
TABLE SHOWING PRICE PER LINE AND PER INSERTION
(As Set by Chapter 89, Acts of 1967)

Size of Type	9.9 EM Column				Size of Type	10 EM Column				Size of Type	10.5 EM Column				Size of Type	11 EM Column				Size of Type	12 EM Column				Size of Type	12.5 EM Column				Size of Type	14 EM Column				Size of Type	13.5 EM Column			
	1	2	3	4		1	2	3	4		1	2	3	4		1	2	3	4		1	2	3	4		1	2	3	4		1	2	3	4		1	2	3	4
5 1/2	.259	.389	.519	.649	5 1/2	.262	.393	.524	.655	5 1/2	.275	.411	.548	.685	5 1/2	.288	.432	.576	.720	5 1/2	.314	.471	.628	.785	5 1/2	.327	.451	.655	.819	5 1/2	.367	.550	.793	.916					
6	.238	.357	.476	.595	6	.240	.360	.480	.600	6	.252	.378	.504	.630	6	.264	.396	.528	.660	6	.288	.432	.576	.720	6	.300	.450	.600	.750	6	.336	.504	.672	.840					
7	.204	.306	.408	.510	7	.206	.309	.412	.515	7	.216	.324	.432	.540	7	.227	.341	.455	.569	7	.247	.370	.493	.616	7	.257	.386	.515	.644	7	.298	.427	.556	.685					
7 1/2	.190	.285	.380	.475	7 1/2	.192	.288	.384	.480	7 1/2	.202	.303	.404	.505	7 1/2	.211	.317	.423	.529	7 1/2	.225	.338	.451	.564	7 1/2	.240	.360	.480	.600	7 1/2	.278	.417	.556	.695					
8	.178	.267	.356	.445	8	.180	.270	.360	.450	8	.189	.284	.379	.474	8	.198	.297	.396	.495	8	.216	.324	.432	.540	8	.225	.338	.451	.564	8	.261	.392	.523	.654					
9	.158	.237	.316	.395	9	.160	.240	.320	.400	9	.168	.252	.336	.420	9	.176	.264	.352	.440	9	.192	.288	.384	.480	9	.200	.300	.400	.500	9	.232	.348	.464	.580					
10	.143	.214	.285	.356	10	.144	.216	.288	.360	10	.151	.232	.303	.379	10	.158	.237	.316	.395	10	.173	.259	.345	.431	10	.180	.270	.360	.450	10	.216	.313	.417	.521					
12	.119	.178	.237	.296	12	.120	.180	.240	.300	12	.126	.189	.252	.315	12	.132	.198	.264	.330	12	.144	.216	.288	.360	12	.150	.225	.300	.375	12	.174	.261	.348	.435					
5 1/2	.301	.452	.603	.754	5 1/2	.314	.471	.628	.785	5 1/2	.327	.451	.655	.819	5 1/2	.340	.510	.660	.850	5 1/2	.372	.542	.712	.882	5 1/2	.380	.570	.760	.950	5 1/2	.393	.589	.785	.981					
6	.276	.414	.552	.690	6	.288	.432	.576	.720	6	.300	.450	.600	.750	6	.312	.468	.624	.780	6	.327	.493	.657	.821	6	.348	.522	.696	.870	6	.360	.540	.720	.900					
7	.237	.355	.473	.591	7	.247	.370	.493	.616	7	.257	.386	.515	.644	7	.267	.401	.535	.669	7	.287	.431	.575	.719	7	.298	.447	.596	.745	7	.309	.463	.617	.771					
7 1/2	.221	.331	.441	.551	7 1/2	.230	.345	.460	.575	7 1/2	.240	.360	.480	.600	7 1/2	.250	.375	.500	.625	7 1/2	.267	.401	.535	.669	7 1/2	.278	.417	.556	.695	7 1/2	.288	.432	.576	.720					
8	.207	.311	.415	.519	8	.216	.324	.432	.540	8	.225	.338	.451	.564	8	.234	.351	.468	.585	8	.250	.375	.500	.625	8	.261	.392	.523	.654	8	.270	.405	.540	.675					
9	.184	.276	.368	.460	9	.192	.288	.384	.480	9	.200	.300	.400	.500	9	.208	.312	.416	.520	9	.225	.338	.451	.564	9	.232	.348	.464	.580	9	.240	.360	.480	.600					
10	.166	.249	.332	.415	10	.173	.259	.345	.431	10	.180	.270	.360	.450	10	.187	.281	.375	.469	10	.200	.300	.400	.500	10	.208	.312	.416	.520	10	.216	.324	.432	.540					
12	.138	.207	.276	.345	12	.144	.216	.288	.360	12	.150	.225	.300	.375	12	.156	.234	.312	.390	12	.174	.261	.348	.435	12	.180	.270	.360	.450	12	.180	.270	.360	.450					



John A. ...