

On motion of J.T.Rogers seconded by Dwaine James,
the following ordinance was passed on this 30th day
of September, 1982, to wit:

AN ORDINANCE GRANTING UNTO FIRST LOUISIANA CABLEVISION CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO ERECT AND MAINTAIN A COMMUNITY ANTENNA SYSTEM IN THE TOWN OF DUBACH, LOUISIANA, AUTHORIZING THE USE, RIGHT, PRIVILEGE, POWER AND AUTHORITY TO CONSTRUCT, MAINTAIN AND REMOVE IN, OVER, AND ACROSS, STREETS, AVENUES, ALLEYS, BRIDGES, HIGHWAYS AND OTHER PUBLIC PLACES IN SAID TOWN OF DUBACH, FOR THE PURPOSE OF TRANSMISSIONS BY CABLE TELEVISION IMPULSES AND TELEVISION ENERGY FOR SALE TO INHABITANTS OF SAID TOWN, FOR A PERIOD OF FIFTEEN (15) YEARS; PROVIDING FOR THE REGULATION THEREOF AND FURTHER PROVIDING FOR THE PROPER INSURANCE AND FRANCHISE FEES.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF DUBACH:

SECTION 1. The word "Grantor" as hereinafter used shall mean and designate the Town of Dubach, Louisiana and the word "Grantee" as hereinafter used shall mean and designate First Louisiana Cablevision Corporation. "System" as hereinafter used shall mean a system of coaxial cables of other electrical conductors and equipment used to be used to originate or receive television or radio signals directly or indirectly off the air and to transmit them via cable to subscribers for a fixed or variable fee, including the organizations, receipts, transmission and distribution of

signals, telemetry, or any other type of closed circuit transmission by means of electrical impulses, whether of not directed to originating signals or receiving signals off the air. The word "Property" as hereinafter used shall mean and designate all rights and contracts of whatever kind, and all poles, wires, cables, apparatus and other appliances, appurtenances and fixtures owned by the Grantee and located within the corporate limits of said City.

SECTION 2. (a) There is hereby granted to the Grantee the right, privilege and authority to construct, lay, maintain and operate, and remove the System within the corporate limits, present or future, of Grantor including the placing of poles, wires, conduits and other fixtures in, upon and across, along, under and over streets, alleys, parkways, public grounds, and other public places in said Town.

(b) All such installation of equipment shall be of a permanent nature, durable and of a location not to interfere in any manner with the rights of the public or individual property owners, and shall not interfere with the travel and use of public places by the public. Grantor reserves the right to regulate the erection and construction of any work by the Company, and to designate where such works and construction shall be placed. The Grantee agrees, when requested by the Grantor, to make changes in its distribution system, in wires, poles, or apparatus to conform to the requirements of small localized areas, such changes to be effected when so requested within a reasonable time, and further agrees to comply with such ordinances, present and future, regulating the installation and

(c) Grantee shall at all times make and keep full and complete plats, maps and records showing the exact location of all cable television service and electronic distribution system equipment.

SECTION 3. The franchise hereby granted shall be effective from and after the date hereof and shall remain in full force and effect for a period of fifteen (15) years upon payment of the annual fee and tax as hereinafter provided and the said Grantor shall have a right or option to negotiate the terms of this lease for an additional fifteen (15) years after the expiration of the primary term under the same terms and provisions except that the sum paid by the Grantee as a franchise fee shall be subject to re-negotiation at the expiration of the primary term between the parties.

SECTION 4. The Grantee shall defend the Grantor against all lawful claims for injury to any person or property caused by the installation and operation of the Company in the construction or operation of its property; and the Company does hereby agree to indemnify and hold harmless the Town from any injury to any person or property as a result of the installation and operation on the part of the Grantee, its successors and assigns hereunder, in whole or in part, arising out of construction, repair, extension, maintenance or operation of its equipment of any kind or character used in connection with its business.

SECTION 5. Grantor shall at all times during the existence of this franchise maintain, and require its contractors to maintain, insurance as follows:

(a) Workman's Compensation Insurance in accordance with the laws of the State of Louisiana.

(b) Insurance in such forms and in such companies as

shall be approved by the City, such approval not to be unreasonably withheld, to protect the Grantee and the Grantor from and against any and all claims, injury and damage to person or property, both real and personal, caused by the construction, erection, operation or maintenance of any aspect of the System. The amount of such insurance shall not be less than the following:

General Liability Insurance

Bodily injury per person	\$ 500,000
Bodily injury per occurrence	\$ 500,000
Property damage per occurrence	500,000
Property damage, aggregate	500,000

(c) Automobile Liability Insurance with the limits of not less than \$500,000.00 to any person and \$500,000.00 as to any one accident and property damage insurance with a limit of not less than \$100,000.00, which limits are to be applicable to each vehicle and shall cover all automobile equipment.

(d) All insurance required hereunder shall remain in force for the entire duration of the franchise herein granted, and the company or companies issuing such policies shall be approved by Grantor before such policies are issued. Grantee shall furnish Grantor certificates from each company so insuring Grantee to the effect that it has insured the Grantee for all liabilities of the Grantee under this agreement and stating that it will not cancel or change any policy of insurance issued to Grantee as required hereunder without first giving written notice to Grantee.

SECTION 6. A, failure or refusal to observe the terms and provisions of this franchise by the Grantee, its successors and assigns, shall entitle the Grantor to cancel and terminate this franchise and all rights hereunder. The Grantor may exercise such right ninety (90) days after serving notice upon the Company of failure to observe the terms thereof, and upon refusal by the Company during the said ninety (90) day period to perform or act as required by said notice, this franchise shall be subject to cancellation as herein provided.

(B) Notwithstanding the above, Grantee agrees that it shall have the cable system in full operation on or before October 1, 1982 and the failure of the Company to fulfill this agreement shall immediately terminate this franchise without the necessity of any notice whatsoever.

(C) To secure the performance as set forth in the next preceding paragraph, Grantee shall deposit a bond of \$2,000.00 payable to the Grantor which, in the event of its failure to have the system in operation by October 1, 1982, shall constitute a forfeiture of said bond to the Grantor without the necessity of any further notice.

SECTION 7. All provisions of law provided and prescribed for the granting of this franchise have been declared to have been fully complied with and the franchise shall be in full force and effect from and after its execution and approval.

SECTION 8. Grantor's rate and the channels to be provided therefore shall be as follows:

- (a) A schedule of the minimum channels to be made available to the town, and the maximum rates to be charged by Grantee for the provision of these

channels to the subscribers shall be as specified in Appendix "A" attached hereto and incorporated herein for all purposes.

- (b) All subsequent changes in said basic rates and basic channels shall be subject to the prior approval of the Board of Aldermen of Grantor after an appropriate public hearing by Grantor's Board of Aldermen is held thereon affording due process to all interested parties.

SECTION 9. Grantee agrees to provide service at no charge to all public schools, fire stations, and other facilities owned by Grantor upon request by Grantor.

SECTION 10. (a) Grantee will maintain adequate personnel necessary to perform all duties.

- (b) Provisions for the current requirements for the system shall be and shall remain in accordance with the specifications and requirements promulgated by the Federal Communications Commission plus those set forth in the next two succeeding paragraphs.

- (c) Failures shall be limited to minimum by locating and correcting malfunctions promptly, but in no event longer than forty-eight (48) hours after notice, unless such failures are caused by the act of God or circumstances beyond the control of the Grantee.

- (d) Demonstrate by instruments and otherwise to subscribers that a signal of adequate strength and quality is being delivered and meets all relevant specifications of the Federal Communications Commission and other applicable federal, state and local regulations. The Grantor may require

proof of calibration of such test instruments as
deemed necessary in order to arbitrate a specific
complaint.

SECTION 11. The franchise granted by this ordinance cannot in any event be sold, transferred, leased, assigned or disposed of as a whole or in part, or otherwise, without prior consent of the Grantor expressed by Resolution, and then only under such conditions as may be prescribed in the consenting Resolution; provided, however, that no such consent shall be unreasonably withheld, and further provided that no such consent shall be required for any transfer in trust, mortgage or other hypothecation, as a whole or in part, to secure an indebtedness. There shall be no restriction upon the transfer of this franchise to a controlled subsidiary or to a parent corporation.

SECTION 12. All installation costs of the Grantee shall be paid by the Grantee itself and not by the city.

SECTION 13. The rights, privileges and franchise granted hereunder shall automatically terminate if Grantee has not diligently pursued and made all reasonable efforts to secure approval of its applications with the Federal Communications Commission to bring cable television to Dubach, Louisiana.

SECTION 14. The Grantee will, upon seventy-two (72) hours request and require payment in advance of a reasonable charge, which charge shall be subject to review at any time by the Grantor, to adjust, raise or lower its wires temporarily to permit the moving of houses or other bulky structures. The minimum height of all wires shall be eighteen (18) feet over streets and alleys and public places or conform to all applicable codes which may now be in effect or become effective hereafter. The Grantee may, at its expense, trim trees upon and overhanging the said streets,

alleys, sidewalks, and public places to the extent reasonably necessary to prevent the branches from

coming into contact with the wires or cables of the Grantee, under the supervision of the Grantor.

SECTION 15. The poles used for the Grantee's distribution system shall include those erected and maintained by the Grantee, the telephone company, the Power and Light Company and others when and where practical.

SECTION 16. The Grantee's transmission and distribution system, poles, wires and appurtenances shall be located, erected and maintained so as to not endanger or interfere with the lives of persons, or to interfere with any improvements the city might deem proper to make, or to hinder unnecessarily or obstruct the free use of the streets, alleys, sidewalks, bridges or other public property.

SECTION 17. Construction, repair and maintenance of the transmission distribution system, including house connections, shall be in accordance with the provisions of the National Electric Safety Code, prepared by the National Bureau of Standards, the Electrical Code of the National Board of Fire Underwriters and such applicable ordinances and regulations of the Grantor affecting electrical installations which may be presently in effect or may be enacted by the Grantor. Installation and House drop hardware shall be uniform throughout the town, except the Grantee shall be free to change their hardware and installation procedure as improvements therein are developed and except where changes are not permitted by regulations and ordinances of the Grantor presently in effect or which may be enacted hereafter.

SECTION 18. In the Maintenance and operation of their system, and in the course of any new construction or addition to their facilities, the Grantee shall proceed so as to

cause the least possible inconvenience to the general public; any opening or obstruction in the streets or other public places, made by the Grantee in the course of their operation shall be guarded and protected at all times by the placement of adequate barriers, fences or boardings, the bounds of which during periods of dusk and darkness shall be clearly designated by proper warning lights.

SECTION 19. Grantee shall at all times comply with any and all rules and regulations which the city has made or may make to apply to the public generally with reference to the removal or replacement of pavement and to excavations in streets and other public places, not inconsistent with their use for the purposes contemplated by this ordinance; whenever Grantee shall take up or disturb any pavement, sidewalk or other improvement of any street, alley, avenue or other public place, the same shall be replaced and the surface restored in as good condition as before entry as quickly as is reasonably possible.

SECTION 20. The Grantee shall have the right to prescribe reasonable service rules and regulations for the conduct of its business, which service rules and regulations shall be kept on file at all times with the Town Clerk.

SECTION 21. Grantee shall pay Grantor as a franchise fee, as compensation for the rights and privileges enjoyed hereunder, three percent (3%) of its gross subscriptions receipts, less state sales tax, federal excise tax and copyright received by the Grantee from all its connections to the System. The said gross subscription shall be computed semi-annually and the amounts due to the Grantor shall be

paid on or before the 31st day of December, 1982, the 30th day of June, 1983, and on December 31 and June 30 of each succeeding year.

SECTION 22. Upon termination or forfeiture of this grant, in accordance with any of its terms, the Grantee shall, within a reasonable time, remove its poles, cables, wires and appliances from the City streets, lanes, avenues, sidewalks, alleys, bridges, highways, other public places and from the premises of Grantee's customers within the Corporate limits of Grantor, present or future.

SECTION 23. In addition to any other compensation provided for in this agreement, Grantee shall pay to Grantor all taxes and licenses paid by businesses generally, including ad valorem taxes and occupational licenses.

SECTION 24. Grantee shall make its books, vouchers, contracts, ownership records, and other records available to the Grantor's auditors at all reasonable times for the purpose of determining fair and reasonable rates for the service charges, maintenance charges, and any and all other charges made by Grantee for connection with or service by its community antenna system to the inhabitants of the Town of Dubach and for the further purpose of verifying the amounts to be paid by Grantee to Grantor pursuant to the provisions of this franchise agreement.

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and for the further purpose of verifying the amounts to be paid by Grantee to Grantor pursuant to the provisions of this franchise agreement.

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APPROVED and signed at Dubach, Louisiana on this 28th

day of DECEMBER, 1982.

C. R. Colvin

C. R. Colvin, Mayor

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DENTON

BEFORE ME, DOROTHY COOK ----- the under-
signed Notary Public, duly commissioned in and for
aforesaid State and County, appeared Roy P. Rhodes,
who, after being duly sworn, did depose and say:
THAT he is President for the First Louisiana
Cablevision Corp. and is duly authorized to act
herein;

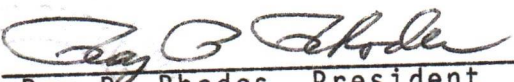
THAT he has read the foregoing proposed ordi-
nance by the Town of Dubach granting a franchise to
First Louisiana Cablevision Corp.,

THAT he fully understands the terms thereof and he does
accept on behalf of First Louisiana Cablevision Corp.
the ordinance, its terms and conditions, and binds his
company to abide by all provisions therein contained,

THAT First Louisiana Cablevision Corporation is a
Louisiana Corporation domiciled in Orleans Parish,
having its agent for service of process C. I. T. Corp.,
1300 Hibernia Building, New Orleans, Louisiana.

THUS DONE and signed at Denton, Texas on this 16th
day of September-----, 1982.

FIRST LOUISIANA CABLEVISION, CORP.

BY: 
Roy P. Rhodes, President

BY: Roy P. Rhodes
Roy P. Rhodes, President

Dorothy Cook
NOTARY PUBLIC

EXHIBIT "A"

FIRST LOUISIANA CABLEVISION, CORP.

BASIC CHANNELS

2. Premium Channel
3. Premium Channel
4. Christian Broadcasting Network
5. KTBS (ABC) Shreveport-Texarkana
6. ESPN
7. Cable News Network
8. KNOE (CBS) Monroe
9. WGN (Independent) Chicago
10. Time-Weather
11. WTBS (Independent) Atlanta
12. KTVE (NBC) Monroe-ElDorado
13. KLTM (PBC) Monroe

PREMIUM CHANNELS

H B O
Showtime

RATES AND CHARGES

- | | | |
|----|--|---------|
| 1. | Regular Installation | \$19.95 |
| 2. | Installation of Additional Outlet | |
| | a) If done with initial outlet | \$ 5.00 |
| | b) If done separately | \$10.00 |
| 3. | Monthly Charges | |
| | a) Basic channels which includes all channels listed above except premium channels | \$ 9.95 |
| | b) Basic channels plus HBO or Showtime | \$20.90 |
| | c) Basic channels plus HBO and Showtime | \$28.95 |
| | d) Additional Outlet | \$ 2.50 |