

AN ORDINANCE EVIDENCING THE CONSENT OF THE TOWN COUNCIL OF THE TOWN OF VINCENT TO THE TRANSFER OF A FRANCHISE HERETOFORE GRANTED BY SAID TOWN AND AUTHORIZING THE TOWN CLERK TO DELIVER A CERTIFIED COPY OF THIS ORDINANCE AS WRITTEN EVIDENCE OF THE APPROVAL OF SAID TRANSFER:

BE IT ORDAINED by the Mayor and Town Council (hereinttogether called the "Council") of the Town of Vincent, Alabama as follows:

Section 1. Findings by the Council. The Council has ascertained and does hereby find and declare that:

- (i) On January 14, 1986 the Town Council of the Town of Vincent adopted an Ordinance granting to Masada Communications, Inc. the right to build, maintain, and operate a cable television system in the Town of Vincent, Alabama (the "Franchise Ordinance"), a copy of which is attached hereto as Exhibit A and made a part hereof;
- (ii) The Council has now been requested to approve the transfer of all of Masada Communications, Inc.'s right, title and interest in and under the Franchise Ordinance from Masada Communications, Inc. to Masada Communications, Ltd., an Alabama limited partnership; and
- (iii) It is desirable and in the public interest that the Council evidence its approval of said transfer to Masada Communications, Ltd. by the adoption of this Ordinance.

Section 2. No Knowledge of Defaults. The Council hereby declares that to the best of its knowledge, information and belief, there exists no breach or default of any kind of Masada Communications, Inc., under the Franchise Ordinance.

Section 3. Approval and Acknowledgment. The Council hereby approves and consents to the transfer of all rights, title and interest of Masada Communications, Inc., under the Franchise Ordinance to Masada Communications, Ltd., and hereby acknowledges that upon said transfer Masada Communications, Ltd. will possess a valid franchise which is in good standing and which is not subject to revocation on account of any acts or omissions of Masada Communications, Inc. The Council agrees that no revocation or termination of said franchise shall operate against Masada Communications, Ltd. arising out of any act or omissions of Masada Communications, Inc. The Council further acknowledges and agrees that, as of the effective date of said transfer, Masada Communications, Ltd. will be in full compliance with all the terms, provisions, conditions and requirements set forth in the Franchise Ordinance with respect to its performance due on or before such date.

Section 4. Only Ordinance Pertaining to Matter. The Council acknowledges that the Franchise Ordinance is the only ordinance or resolution heretofore adopted by the Council with respect to the rights of Masada Communications, Inc. to exercise the right and franchise granted in the Franchise Ordinance.

Section 5. Security Interests. The Council hereby consents to the assignment of Masada Communications, Ltd., of all its rights and the rights of Masada Communications, Inc. in the Franchise Ordinances, as may be required for purposes of financing, to one or more banks, insurance companies or other financial institutions, and, in the event such Franchise Ordinance rights are assigned to such financial institutions, to the assignment of such rights by such financial institutions to others pursuant to the financing arrangements made with such financial institutions. The Council hereby consents to the issuance of certain interests in Masada Communications, Ltd., by Masada Communications, Ltd., to financial institutions for purposes of financing, which interests may contain certain voting rights, including the right, in the event of default, to control Masada Communications, Ltd., and further consents to the exercise by the holders of said interests of such rights, if any, in the event of an occurrence of any event of default.

Section 6. Ratification and Confirmation. The Franchise Ordinance is hereby ratified and confirmed.

Section 7. Publication and Delivery. The Council hereby directs the Town Clerk to publish this ordinance in accordance with the laws of Alabama. The Council also directs the Town Clerk to deliver a certified copy of this ordinance to Masada Communications, Ltd., as evidence of the Council's approval of Masada Communications, Inc.'s transfer of franchise rights.

ADOPTED this 18 day of November, 1986.

Nolan Clarkscales
THE MAYOR

ATTEST:

Mary Lee Reynolds
Town Clerk

Councilmember Wallow Desty moved that unanimous consent be given for immediate consideration of and action on said Ordinance, which motion was seconded by Councilmember Robert Kidd, and, upon the said motion being put to vote, the following vote was recorded: Yeas: Wayne Lowe, Robert Kidd, Patricia Roper, Wallow Desty, Nolan Clinkscales; Nays: None.

The Mayor thereupon declared that the motion for unanimous consent for immediate consideration of and action on said Ordinance was unanimously carried.

Councilmember Patricia Roper thereupon moved that the Ordinance be finally adopted, which motion was seconded by Councilmember Wayne Lowe, and, upon the said motion being put to vote, the following vote was recorded: Yeas: Wayne Lowe, Robert Kidd, Patricia Roper, Wallow Desty, Nolan Clinkscales; Nays: None. The Mayor thereupon announced that the motion for adoption of said Ordinance had been unanimously carried.

* * *

There being no further business to come before the meeting, the same was on motion duly made, seconded, and unanimously carried, adjourned.

Nolan Clinkscales
Mayor

Mary Lee Reynolds
Town Clerk

CERTIFICATE OF PUBLICATION

I, Mary Lee Reynolds as Town Clerk of the Town of Vincent, in the State of Alabama, do hereby certify that the foregoing Ordinance was published in accordance with the laws of the State of Alabama by posting in Town Hall, Gas and Water Office and U.S. Post Office

Dated this 24 day of Nov., 1986.

Mary Lee Reynolds
Town Clerk


ACCEPTANCE OF FRANCHISE
MASADA COMMUNICATIONS, LTD.

Masada Communications, Ltd., does hereby accept the Town of Vincent Franchise Ordinance dated January 14, 1986, issued to Masada Communications, Inc., as transferred to Masada Communications, Ltd. and agrees to be bound by and to comply with all provisions of said Franchise Ordinance.

Dated this ____ day of _____, 1986.

MASADA COMMUNICATIONS, LTD.

By: Masada Management, Inc.
Its General Partner

By: 
Its: Vice President

PERMIT FOR CABLE COMMUNICATIONS LINES/SERVICES

WHEREAS, the Town of VINCENT, ALABAMA is desirous of obtaining cable communications service, and WHEREAS MASADA COMMUNICATIONS INC., whose principal office is located at 3940 Montclair Road, Suite 401, Birmingham, Alabama 35213, d/b/a VINCENT CABLE hereinafter styled "Cablevision", an Alabama Corporation, has agreed to extend its service into the said area where economically feasible so as to furnish service, and WHEREAS, in order to construct, maintain and operate a cable communication system, it is necessary that Cablevision obtain from the Town of VINCENT the right and privilege, to construct, erect, operate and maintain, in, upon, along, across, above, over and under the roadways, streets, alleys, easements, public ways and public places now laid out or dedicated and all extensions thereof and additions thereto which service said area, and therefore, the parties hereto agree as follows:

I.

Town hereby grants to Cablevision the easement, right and privilege of ingress and egress in, upon, along, across, above, over and under the roadways, streets, alleys, easements, public ways and public places now laid out or dedicated and any extensions thereof and additions thereto which service the city limits of VINCENT, ALABAMA for the purpose of construction, maintenance and operation in said area of a cable communications

system for the transmission of television signals and all other signals permitted by the Federal Communications Commission, either separately or upon or in conjunction with any public utility maintaining the same in the said area, with all the necessary and desirable appliances and appurtenances pertaining thereto. Without limiting the generality of the foregoing, this easement and grant shall and does hereby include the right in, over, under and upon the streets, sidewalks, alleys, easements and public grounds and places in said area to install, erect, operate or in any way acquire the use of, as by leasing or licensing, all lines and equipment necessary to a cable communications system and the right to make connections to subscribers and to repair, replace, enlarge and extend said lines, equipment and connections.

Town agrees to allow Cablevision to place its antennas upon the water tank owned by the Town and to place its TVRO antennas, its headend building, and a chain link fence surrounding them upon public property adjacent to such water tower, or upon other such public property as shall be mutually agreed to by both Town and Cablevision, providing; such placement shall in no manner interfere with the operation of the water system, be kept in a clean and presentable manner, and is in accord with the design plan and specifications adopted by Cablevision.

II.

The company will pay to the Town as a Franchise Tax for operating television facilities in the franchised territory, an amount equal to Three percent (3%) of its basic subscription fees from its operations in the franchised territory.

III.

Cablevision shall save the Town harmless from all loss sustained by the Town on account of any suit, judgement, execution, claim or demand whatsoever against the Town resulting from negligence on the part of Cablevision in the construction, operation or maintenance of its cable communications system in said area; and for this purpose Cablevision shall carry property damage and personal injury insurance with some responsible insurance company or companies qualified to do business in the State of Alabama. The amounts of such insurance to be carried for liability due to property damage shall be \$100,00.00 as to any one occurrence; and against liability due to injury to or death of a person, \$100,000.00 as to any one person and \$300,000.00 as to any one occurrence. The Town shall notify Cablevision; in writing, within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the Town on account of any negligence as aforesaid on the part of Cablevision. For any such claim or demand made against the Town by suit or other legal action, written notice shall be given by the Town to Cablevision not less than five (5)

days prior to the date upon which an answer to such legal action is due or within ten (10) days after the claim or demand is made upon the Town, whichever notice period yields Cablevision the larger amount of time within which to prepare an answer.

IV.

All structures, lines, and equipment erected by Cablevision within said area shall be so located as to cause minimum interference with the proper use of the streets, alleys, easements and other public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners.

In case of any disturbance by Cablevision of pavement, sidewalk, driveway or other surfacing, it 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.

V.

In the event that at any time during the period of this agreement the Town shall lawfully elect to alter or change any roadway, street, alley, easement, or other public way requiring the relocation of Cablevision's facilities, then in such event Cablevision, upon reasonable notice by the Town, shall remove, relay, relocate the same at its own expense, provided however, that where public funds are available for such relocation pursuant to law, Cablevision shall not be required to pay the cost.

Cablevision shall, on the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its lines to permit the moving of the building. The expense of such temporary removal shall be paid by the person requesting the same, and Cablevision shall have the authority to require such payment in advance.

Cablevision shall have the authority to trim trees upon and overhanging all streets, alleys, easements, sidewalks and public places of the Town so as to prevent the branches of such tree coming into contact with Cablevision's facilities.

All poles, lines, structures and other facilities of Cablevision, in, on, over and under the streets, alleys, easements, and public grounds or places of the Town shall be kept by Cablevision at all times in a safe and substantial condition.

VI.

This easement and permit shall take effect and be in full force from and after execution of this instrument and shall continue in full force and effect so long as Cablevision shall be duly authorized by the Federal Communications Commission to furnish the service in question to said area.

VII.

If Cablevision shall violate any of the terms, conditions, or provisions of this easement and permit or if Cablevision shall

fail to comply with any reasonable provisions regulating the use by Cablevision of the roadways, streets, alleys, easements or public ways of said area and should Cablevision further continue to violate or fail to comply with the same for a period of thirty (30) days after it shall have been notified in writing by the Town to cease and desist from any such violation or failure to comply so specified, then Cablevision may be deemed to have forfeited and annulled and shall thereby forfeit and annul all the rights and privileges granted by this agreement; provided, however, that such forfeiture shall be declared only by written decision of the Town Council after an appropriate public proceeding before such Council affording Cablevision due process and full opportunity to be heard and respond to any such notice of violation or failure to comply; and provided further that the Council may, in its discretion and upon a finding of violation or failure to comply, impose a lesser penalty than forfeiture of the rights and privileges under this agreement or excuse the violation or failure to comply upon a showing by Cablevision of mitigating circumstances.

VIII.

All of the rights and privileges and all of the obligations, duties and liabilities created by this agreement shall pass to and be binding upon the successors of the Town and the successors and assigns of Cablevision.

IX .

The Company shall provide to the Town a copy of the accepted purchase order issued for electronic equipment for local installation on or before July 1, 1986, and shall have the system operable in a substantial portion of the franchise area on or before December 31, 1986.

EXECUTED in triplicate original this 14 th day of Jan., 1986.

Town of VINCENT, ALABAMA .

By: Robert Chesbro
Mayor

ATTEST:

Mary Lee Reynolds
Town Clerk

Masada Communications, Inc.

By: [Signature]
Vice President

ATTEST:

Joseph I. Nichols
SECRETARY

This is to certify the Franchise agreement between the Town of Vincent and Masada Communication, Inc. is currently active and in full force.

Mary Lee Reynolds
Town Clerk 2-26-86

Witnessed:
Bobby D. Daily