

## VILLAGE OF INDIAN HEAD PARK

### CABLE TELEVISION FRANCHISE RENEWAL AGREEMENT

THIS AGREEMENT is made as of this 24th day of September 1998 by and between the Village of Indian Head Park, Illinois, an Illinois municipal corporation (the "Village"), and Cable TV Fund 15-A, Ltd., a Colorado limited partnership (the "Grantee").

#### WITNESSETH:

WHEREAS, Cable TV Fund 15-A, Ltd. is the Grantee of the cable television franchise granted by the Village pursuant to Ordinance No. 82-16 dated October 28, 1982, as amended by Ordinance No. 93-2, dated March 25, 1993; the Agreement dated October 28, 1982, between the Village and Centel Cable Television Company of Illinois, predecessor in interest to the Grantee (the "Agreement"); Resolution No. 7.89-1, adopted July 13, 1989, approving the Transfer of the Agreement to Jones Intercable, Inc. or one of its affiliates; the Franchise Agreement dated March 25, 1993, between the Village and the Grantee; the Franchise Extension Agreement between the Village and the Grantee, temporarily extending the term of the Franchise until March 31, 1998; and the Franchise Extension Agreement, not dated, temporarily extending the term of the Franchise until August 31, 1998;

WHEREAS, the Village and the Grantee executed an agreement extending the term; and

WHEREAS, the Grantee has asked the Village to renew the Franchise, so that the Grantee can continue to provide cable television service in the Village; and

WHEREAS, the Village has reviewed the Grantee's performance under the Franchise; has identified the future cable-related needs and interests of the community; has considered the financial, technical, and legal qualifications of the Grantee; has determined that the Grantee's plans for construction and operation of its cable system are reasonable to meet the future cable-related needs of the community; and has determined that the Grantee has the financial, technical, and legal qualifications to provide the services, facilities, and equipment as set forth in the Grantee's proposal;

WHEREAS, the Village has determined that, subject to compliance with the terms and conditions set forth in this Agreement and with the provisions of the Village's Cable Television Franchise Ordinance No. 98-18 (the "Cable Ordinance"), the renewal of a nonexclusive franchise to the Grantee is consistent with the public interest; and

WHEREAS, the Village and the Grantee have reached agreement on the terms and conditions for renewal of the Franchise;

NOW, THEREFORE, in consideration of the faithful performance and strict observance by the Grantee of all the terms set forth herein and those provided for in the Cable Ordinance, pursuant to which this Agreement is executed, and in consideration of the grant to the Grantee of renewal of the Franchise by the Village, the parties agree as follows:

**Section 1: Recitals**

The foregoing recitals are by this reference incorporated into this Agreement as substantive provisions of this Agreement.

## **Section 2: Franchise Renewal**

A. Grant of Renewal. The Village hereby grants to the Grantee renewal of its nonexclusive Franchise to construct, operate, and maintain a cable television communication system within the public ways of the Village in accordance with the terms and conditions of this Agreement and the Cable Ordinance.

B. Effective Date; Term. The Franchise shall become effective on the date of the execution of this Agreement by the Village (the "Effective Date") and shall remain in effect until September 30, 2003, and shall expire at the end of that day. The Village shall execute this Agreement only after it has been fully and properly executed by the Grantee.

C. Acceptance and Compliance by Grantee. The Grantee hereby accepts the Franchise and agrees to abide by all the provisions of this Agreement, the Cable Ordinance, and all other applicable regulations of the Village.

D. This Agreement Controls. In the event of a conflict between the provisions of this Agreement and the provisions of the Cable Ordinance, the provisions of this Agreement shall apply and control.

E. Good Faith of Grantee. The Grantee hereby agrees that it has negotiated this Agreement in good faith and with due knowledge of its rights and responsibilities under relevant local, State of Illinois, and federal laws.

## **Section 3: Increased Channel Capacity and Extended Term**

A. Increased Capacity by September 30, 2000; 10 - Year Extension. If the Grantee shall make available to all users of its cable system in the Village the option to receive

85 channels by no later than September 30, 2000, in accordance with Section 34(a) of the Cable Ordinance, then the term of the Franchise shall be extended from September 30, 2003, to September 30, 2013, and shall expire at the end of that day.

B. Increased Capacity by March 31, 2001; 7 - Year Extension. If the Grantee shall make available to all users of its cable system in the Village the option to receive 85 channels by no later than March 31, 2001, in accordance with Subsection 34(a) of the Cable Ordinance, then the term of the Franchise shall be extended from September 30, 2003, to September 30, 2010 and shall expire at the end of that day.

C. Increased Capacity by September 30, 2001; 5 - Year Extension. If the Grantee shall make available to all users of its cable system in the Village the option to receive 85 channels by no later than September 30, 2001, in accordance with Subsection 34(a) of the Cable Ordinance, then the term of the Franchise shall be extended from September 30, 2003, to September 30, 2008 and shall expire at the end of that day.

D. Village Determination. The determination whether the Grantee has satisfied the standard set forth in Subsection A, B, or C above shall be made by the Village. The Village shall have the right to have an independent engineer or consultant audit the Grantee's cable system to determine satisfaction of such standard.

E. Increased Capacity by September 30, 2003.  
On or before September 30, 2003, Grantee agrees that it shall make available to all users of its cable system in the Village the option to receive one hundred (100) channels.

F. Other System Enhancements. On or before December 31, 1998, Grantee will construct a 4.5 mile fiber run from Riverside to La Grange. As a result of such construction, Grantee will reduce the maximum number of amplifiers in cascade in the System from 20 to 12 and will increase the overall reliability and picture quality of the system.

**Section 4: Immediate Revocation if No 85 - Channel Capacity by September 30, 2001**

In addition to any forfeiture and termination provisions of the Cable Ordinance and notwithstanding any procedural requirements of any such provision, the Village may terminate this Agreement and revoke the Franchise immediately, and the Grantee shall have no right to any procedures related to forfeiture or termination set forth in Section 38 or any other section of the Cable Ordinance, if the Grantee has not made available to all users of its cable system in the Village the option to receive 85 channels by September 30, 2001 as specified in Section 3 above.

**Section 5: Emergency Alert System**

The Grantee shall make all required improvements to its Emergency Alert System required by federal law or regulation within the time frames established by the Federal Communications Commission (the "FCC"). Neither the Grantee nor any successor to the Grantee shall request extensions to any such FCC time frame to make said improvements without the prior written approval of the Village. Prior to making said improvements, the Grantee shall hold a meeting with Village representatives to provide information concerning the changes to be implemented to the Emergency Alert System and to solicit recommendations from the Village regarding said improvements. At all times during the term of this Agreement, the

Grantee shall make its representatives available to the Village at all reasonable times to discuss the configurations of the Emergency Alert System.

**Section 6: Institutional Network**

The Grantee shall be required to maintain its currently provided return lines now originating from the Lyons Township High School, Riverside - Brookfield High School, and each of the municipal cable Channel 10's participating in the West Central Cable Agency ("WCCA"). Such facilities shall be maintained in conformance with industry standards and the technical quality of such facilities shall meet or exceed FCC technical standards.

**Section 7: Certain Additional Installations; Free Monthly Basic Cable Service**

A. Installations and Service. The Grantee, within six months after the Effective Date of this Agreement, shall install, at its expense, cable drops to, and shall provide free monthly basic cable service for, each existing qualifying educational facility ("QEF") and each existing municipal location ("ML") within the Village designated on Exhibit C to this Agreement, which Exhibit C is by this reference specifically incorporated into this Agreement and made a substantive part of this Agreement. The Grantee shall not reduce the number of cable drops that may currently serve any QEF or ML. The Grantee also shall install, at its expense, up to three cable drops in, and provide free monthly basic cable for, any newly constructed or relocated educational or municipal facility; provided, however, that if any such newly constructed or relocated educational or municipal facility is located more than 250 feet away from the then-current limit of the Grantee's existing system, then such educational or

municipal user shall be required to contribute the actual cost of material and labor for that portion of construction of the system extension that is beyond said 250 feet.

**Section 8: Public, Educational, and Governmental Channels**

A. Number of PEG Channels. Until the Grantee makes available to its users the option to receive 85 channels, the Grantee shall provide 2 public, educational, and governmental channels for the use of the Village and the WCCA. Immediately upon making available 85 channels, the Grantee shall, if requested by the Village, provide no fewer than three additional public, educational, and governmental channels for the use of the Village and the WCCA.

B. Financial Commitments for PEG. Grantee agrees to provide for furtherance of public, educational, and governmental access programming pursuant to the terms of that agreement attached as Exhibit A to this Agreement.

C. Modification of PEG Funding Obligations. In the event that Village should franchise another hardwire video provider in the Village, the provisions of PEG funding specified in the above section shall be modified to create a funding mechanism equivalent to that provided to the new entrant. By way of example, to the extent that a new entrant should pay a five percent franchise fee plus an additional one percent for PEG rather than the obligations specified above, then Grantees payment to the WCCA for the Village's portion would be automatically reduced accordingly. Such initial payment adjustment would be made based on a prorated subscriber count of Grantee for the month immediately prior to the granting of a

franchise to a third party. This clause shall not limit the Village and Grantees' ability to agree to an equal funding mechanism through means other than reduced PEG funds.

**Section 9: Additional System Enhancements**

A. Upgrade of Van. On or before December 31, 1998, Grantee agrees to refurbish the current video production van in conformance with the refurbishments specified in Exhibit B to this Agreement. Grantee also agrees to transfer ownership of the van to Community High School District No. 204, La Grange, Illinois pursuant to the direction of the WCCA and shall execute a bill of sale and other documentation necessary to effectuate such an ownership change.

B. Internet Access. In the event that Grantee should offer internet services to its residential customers in the Village, Grantee agrees to make available at no cost internet services to one governmental facility located within the Village and to make available, at cost, internet services to other governmental facilities. In no event shall "at cost" exceed the lowest non-promotional residential retail rate offered by the Grantee to the general public for such services.

C. The payments and contributions in this section are not to be construed as an advance or payment on franchise fees.

**Section 10: Entire Agreement; Amendments to Cable Ordinance**

This Agreement constitutes the entire understanding and agreement between the parties and supersedes any and all previous agreements between the parties with respect to the subject matter. This Agreement shall not be changed, amended, or supplemented except by an

agreement in writing signed by both parties. The Village may from time to time amend the Cable Ordinance pursuant to its lawful police powers; provided, however, such amendments shall not serve to impair the rights nor increase the obligations of the Grantee specifically described in this Agreement.

**Section 11: No Recourse**

A. Recourse Limited. Except for an action seeking specific performance, the Grantee shall have no recourse whatsoever against the Village for any loss, cost, expense, or damage arising out of any provisions or requirements of this Agreement or because of the enforcement thereof by the Village, or for the failure of the Village to perform pursuant to this Agreement, or for the failure of the Village to have authority to enter into all or any part of this Agreement.

B. Grantee's Own Investigation. The Grantee expressly acknowledges that in accepting a Franchise it does so relying on its own investigation and understanding of the power and authority of the Village to enter into this Agreement and not in any way on any representation of the Village.

C. No Inducement. The Grantee acknowledges that it has not been induced to enter into this Agreement by any understanding or promise or other statement, whether oral or written, by or on behalf of the Village or by any third person concerning any term or condition of the Franchise not expressed herein.

**Section 12: Acceptance by Grantee**

The Grantee shall have until December 15, 1998 to accept and execute this Agreement. Such acceptance and execution by the Grantee, and subsequent execution by the Village, shall be deemed the grant of the Franchise for all purposes. If the Grantee has not accepted and executed this Agreement by said date or such additional time as the Village might allow specifically and in writing, then this Agreement and any Franchise shall be deemed to be, and shall be, null and void.

**Section 13: Letter of Credit/Security Deposit**

Pursuant to Section 13(b) of the Ordinance, Village elects to have the Grantee provide an irrevocable letter of credit in the amount of \$30,000.

**Section 14: Notice**

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

Notices or responses to the Village shall be addressed as follows:

Village of Indian Head Park  
201 Acacia Drive  
Indian Head Park, Illinois 60525  
Attn: Village Manager

Notices or responses to the Grantee shall be addressed as follows:

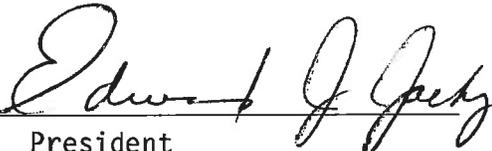
Cable TV Fund 15-A, Ltd.  
4331 West Lincoln Highway  
Matteson, Illinois 60443  
Attn: General Manger

with a copy to:

Cable TV Fund 15-A, Ltd.  
9697 East Mineral Avenue  
Englewood, Colorado 80112  
Attn: Legal Department

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first stated above.

VILLAGE OF INDIAN HEAD PARK

By:   
Its: President

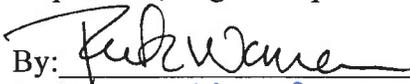
ATTEST:

By:   
Its: Village Clerk

(39351)

CABLE TV FUND 15-A, LTD.,  
a Colorado limited partnership

By: Jones Intercable, Inc., a Colorado corporation, as general partner

By:   
Its: Group Vice President/operations

ATTEST:

By:   
Its: Asst. Secretary

**EXHIBIT A**

AGREEMENT BETWEEN  
WCCA AND CABLE TV FUND 15-A, LTD.  
RE: PUBLIC, EDUCATIONAL AND  
GOVERNMENTAL ACCESS SUPPORT

This Agreement is made as of this 28th day of September, 1998 by and between the West Central Cable Agency ("WCCA") and Cable TV Fund 15-A, Ltd., a Colorado limited partnership doing business as Jones Intercable ("Jones").

**WITNESSETH**

WHEREAS, the WCCA is comprised of five (5) communities including the Villages of Indian Head Park, La Grange, La Grange Park, Riverside and Western Springs (hereinafter the "Community or Communities") and one of the purposes of the WCCA is to secure funding and support for the public, educational and governmental ("PEG") access needs of the Communities.

WHEREAS, the WCCA and Jones have negotiated a Cable Television Agreement for each of the Communities and now desire to provide a certain level of financial support for PEG access.

NOW THEREFORE, in consideration of the foregoing the parties agree as follows:

1. On or before January 31, 1999, Jones agrees to pay and annually thereafter to the WCCA the amount of \$82,000 for use by the WCCA in support of PEG access in the Communities. Jones agrees to increase this funding by four percent (4%) annually. Such payment is in lieu of any and all other financial support owed by Jones to a Community or Communities for PEG access.

2. Within thirty (30) days of the execution of this Agreement, Grantee will provide a one time capital grant to the WCCA in the amount of \$25,000.00 to be used by the Communities for the purpose of upgrading or replacing the equipment which operates the municipal cable channel (Channel 10's) or for the purchase of internet services to community facilities when such services should be provided by the Grantee in the WCCA communities.

3. Such payments as detailed in item 1 and 2 are not to be construed as a payment for or advance on franchise fees.

4. The payments specified in this Agreement shall terminate pursuant to the terms of the franchise agreements and ordinances entered into between Jones and the respective Communities in the WCCA and any assignment or change of control of this Agreement shall be made in conformance with these underlying franchise documents.

5. The terms and conditions of the underlying franchise agreements and ordinances of each Community within the WCCA is incorporated by reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year set forth above.

WCCA

JONES

By: *MJ Toube*  
Title: *Chair*

By: *Paul Wane*  
Title: *Group Vice President/operations*

## EXHIBIT B

Grantee agrees to install and equip the current video production van with the following items.

Quantity	Description
3	JVC/KY-19STKY-19 Series 3 CCD Color Camera - Studio Package
3	JVC/VC-P114US Multicore Camera & Remote Cable 100m for RM-P200U
3	JVC/YH18X67K12U Camera ENG/EFP lenses 1/2 CCDs w/12 pin 18.1 Canon
3	JVC/HZ-ZS13U - Servo Zoom Control; smooth electric zoom from rear of camera
3	JVC/HZ-FM15U - Rear Manual Focus Control for Canon Lenses
3	ECHOLAB/MVS5-1W-MVS Analog Switcher 12 Input, 2 keyers
1	AVS/ELITE COMPOSITE Broadcast Character Generator - 10nS Resolution, RGB Edit Out, Composite & Y/C Linear Keyer, Graduated Background Color Generator, & Logo Composer Drawing Package, Plus 10 Standard Master typefaces.

Grantee also agrees to provide repair and refinish work at Douglas Auto Body in an amount not to exceed \$5,000.00.