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## SECTION 1

### DEFINITION OF TERMS

For purposes of this Franchise Agreement, the following terms, phrases, words and their derivations shall have the meaning given in this Franchise Agreement. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number and the use of any gender shall be applicable to all genders whenever the sense requires. The word “shall” is mandatory and the word “may” is permissive.

- 1.1 “Access Channel” means the channel available at no cost to the City.
- 1.2 “Act” means the Cable Communications Policy Act of 1984, as amended prior to the effective date of this Agreement and any amendments enacted thereafter.
- 1.3 “Additional Service” means any Cable Service other than basic service, provided directly over its cable system by the Operator:
- 1.4 “Affiliated Corporation” means:
  - A. Any person directly or indirectly owning, controlling or holding with power to vote, five percent (5%) or more of the outstanding voting securities of the Operator;
  - B. Any person five percent (5%) or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote, by the Operator;
  - C. Any person directly or indirectly controlling, controlled by or under common control, with the Operator;
  - D. If the Operator is an investment company, and investment adviser thereof or any member of an advisory board thereof; and
  - E. If the Operator is an unincorporated investment company not having a board of directors, the depositor thereof.
- 1.5 “Basic Service” means the service tier which includes the retransmission of local television broadcast signals, and public, educational, and governmental access programming.

- 1.6 “Cablecasting” means the transmission of programming, exclusive of broadcast signals, via the communications system to subscribers.
- 1.7 “Channel” means a frequency band, which is capable of carrying either one standard video signal, a number of audio, digital or other non-video signals, or some combination of such signals.
- 1.8 “City” means the City of Carbondale, Illinois.
- 1.9 “Connection” means the attachment of the drop to the first television set, VCR, radio or computer terminal of the subscriber.
- 1.10 “Converter” means an electronic device which converts signals to a frequency not susceptible to interference within the television receiver of a subscriber, and by an appropriate channel selector also permits a subscriber to view all appropriate subscriber signals included in the service delivered at designated converter dial locations.
- 1.11 “Council” means the City Council of the City of Carbondale.
- 1.12 “Drop” means the cable from the tap that connects the subscriber’s television to the nearest feeder cable.
- 1.13 “FCC” means the Federal Communications Commission or a designated representative.
- 1.14 “Franchise” means the right granted through this contractual agreement between the City and the Operator by which the City authorizes the Operator to erect, construct, reconstruct, operate, dismantle, test, use and maintain a cable communications system in the City.
- 1.15 “Gross Revenues” means the annual gross revenues of Operator from all sources of operations within the City of Carbondale, including, but not limited to, basic service, expanded basic service, pay channels, pay per view, installation and reconnection fees, fees for converters, local advertising revenues, publications, home shopping channel commissions and revenue derived from sale of time on leased channels. This term does not include any sales, excise or other taxes, or fees (other than the franchise fee provided for in Section 14 of this Franchise Agreement) collected by Operator on behalf of the State, city or other governmental unit.

1.16 “Headend” means electronic equipment including, inter alia, antennas, preamplifiers, frequency converters, demodulators, modulators and related equipment used to amplify, filter and/or convert television signals for distribution over the cable communications system’s channels, including antenna tower, satellite earth stations and any building housing any of the above equipment.

1.17 “Leased Channels” means that channel capacity offered for commercial use for a fee to persons unaffiliated with the Operator.

1.18 “Operator” means MCC Illinois LLC, or the lawful successor, transferee, or assignee thereof.

1.19 “Parent Corporation” means any corporation, other than the Operator, in an unbroken chain of corporations ending with the Operator if, at the time of the execution of the Franchise Agreement, each of the corporations other than the Operator owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

1.20 “PEG Channels” means public channels, educational channels and government channels provided by Operator on the Cable System.

1.21 “Public Property” means any real property owned by City or any other governmental unit, other than a street.

1.22 “Person” includes individual natural persons, firms, partnerships, joint ventures, societies, organizations, clubs, associations, trustees, trusts, corporations, companies, or organizations of any kind; or any officers, agents, employees, factors or any kind of person representative of the above, in any capacity, acting either for himself, or for other person, under ~~whether~~ either personal appointment ~~for~~ or pursuant to law. Whenever used in any clause prescribing a penalty the term “person” as applied to partnerships or associations includes the partners or members thereof. Person shall not include a municipal corporation.

1.23 “Subscriber” means a person who lawfully receives any signal or service provided or distributed by the Operator.

1.24 “Subscription Programming” means programming for which a per program, per channel, per day, per time period or other unit charge is made.

1.25 “System” or “Cable Communications System” means the facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide cable service which includes video programming to multiple sSubscribers within the City.

1.26 “User” means a person utilizing a cable communications channel and/or production facilities for purposes of production and/or transmission of electronic or other signals as opposed to receipt thereof as a sSubscriber.

## SECTION 2

### GRANT OF NON-EXCLUSIVE FRANCHISE

2.1 City hereby grants to Operator the non-exclusive right and privilege to construct, erect, operate and maintain in, upon, along, across, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof and additional thereto, in City, poles, wires, cables, underground conduits, manholes, and other television conductors, and fixtures necessary for the maintenance and operation in City of a cable communications system for the interception, sale and distribution of television and radio signals. Nothing in this franchise shall require or preclude Operator from providing other services over its cable communications system so long as a franchise is not required from City for the provision of such services or the right to provide such other services is implied under applicable law.

2.2 Nothing in this Franchise Agreement shall affect the right of City to grant to any other person a franchise or right to occupy and use the streets, public ways or public places or any part thereof for the erection, installation, construction, reconstruction, operation, maintenance, dismantling, testing or repair or use of cable communications within the City. In the event the City grants additional franchise(s), such franchise(s) shall contain substantially the same terms and conditions as contained in this Franchise Agreement herein.

2.3 Having fully examined all the provisions of Title 19 of the Carbondale Revised Code in effect as of the effective date of this Franchise Agreement, which is regulatory in nature and not contractual, Operator hereby accepts the award of the non-exclusive franchise and expressly promises and agrees to comply in all respects with every provision of Title 19 as it now exists or is hereafter amended or supplemented, where the provisions are ~~not inconsistent with~~ nor do not substantially alter the provisions of this Franchise Agreement. In the event of any conflict between the provisions of Title 19 and this Franchise Agreement, the Franchise Agreement shall control. The City and Operator agree that Operator is not required to comply with Section 19-1-10(D) of Title 19.

### SECTION 3

#### TERM OF AGREEMENT

3.1 This Agreement and the franchise granted hereunder shall become effective upon execution, establishment, and delivery of the security fund and the certificates of insurance as required in sections 15 and 17, respectively.

3.2 This grant of this franchise shall be for a term of seven (7) years, beginning on November 1, 2006.

3.3 This Franchise Agreement may be terminable for breach of any material term or condition hereof or for violations of any material provision of this Agreement, as provided in Section 21 of this Franchise Agreement.

### SECTION 4

#### ACCEPTANCE OF FRANCHISE

4.1 The City and Operator agree to be bound by and to timely and fully perform and fulfill all of the terms, agreements, provisions, conditions, promises, offers, representations, and inducements contained in this Franchise Agreement.

4.2 Operator agrees that it is and shall be subject to the regulatory authority of City as set out in this Franchise Agreement and as the Franchise Agreement may from time to time be supplemented or amended, pursuant to agreement of the parties.

4.3 Operator represents, warrants and guarantees that neither it, nor its representatives or agents, have committed any illegal acts or engaged in any wrongful conduct contrary to, or in violation of any federal, state or local law or regulation in connection with the obtaining of the Franchise.

4.4 Operator further warrants and represents as follows:

A) That it is a Delaware limited liability company authorized to do business in Illinois as a foreign entity, is in good standing and has full right and authority to enter into and fully perform the terms of this Franchise Agreement; and

B) That all action required to authorize the acceptance of this Franchise Agreement, and execution and delivery of this Franchise Agreement, and all other documents to be executed and/or delivered by Operator pursuant to this Franchise Agreement, and to authorize the performance by Operator of all its obligations under this Franchise Agreement, have been validly and duly acted on and are in force and effect; and

C) That the Franchise Agreement and all other documents executed and/or delivered by Operator have been duly accepted and executed; and

D) That Operator has the fiscal and construction capability to upgrade, operate and maintain the system pursuant to the terms of this Franchise Agreement.

4.5 Operator's Authorized Agent. For purposes of this Franchise Agreement, Operator authorizes and appoints the Prentice Hall Corporation System, Inc., with offices at 33 North LaSalle Street, Chicago, Illinois, to act as its registered agent, and represents to City that such agent is authorized to accept notice and service on its behalf. Operator authorizes and appoints its local and regional managers to represent and make decisions with regard to day to day operation of the system on behalf of the Operator.

4.6 Pursuant to section 19.1.6 of the Carbondale Revised Code, Operator's local and area managers shall be Operator's representative(s) to attend Information and Telecommunications Commission meetings.

4.7 Operator shall notify City, in writing, of any change in the registered agent or representative(s) referenced herein above on an annual basis and provide information regarding any change upon request by the City.

4.8 Any notice or service served upon Operator's registered agent shall also be provided to the Local and Regional Managers and Operations/Legal as specified in Section 23.2 of this Franchise Agreement. Notices of Information and Telecommunications Commission meetings shall be forwarded to the local manager exclusively.

## SECTION 5

### TERRITORIAL EXTENT OF AGREEMENT

5.1 The City hereby grants Operator the privilege to operate the system within the corporate limits of City as the same now or in the future may exist.

5.2 Operator agrees to provide Cable Service to all residences in the City subject to the density requirements specified in this subsection. Whenever the Operator receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Operator's existing distribution facilities where there are at least six (6) residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Operator's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Operator shall have the right, but not the obligation, to extend the Cable System into any portion of the City where another operator is providing Cable service, into any annexed area which is not contiguous to the present City boundaries, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

5.3 Operator shall extend service to all residences within an annexed area adjacent to any portion of the City then currently served by Operator in which the density of homes is at least six

(6) residences per 1320 cable-bearing feet (one-quarter cable mile) measured from Operator's existing distribution system (excluding homes subscribing to direct satellite) within twelve (12) months of a request by residents of such area for service. In the event that such annexed area is served by another cable operator or its technically or financially infeasible at the time of such request, Operator will have the option but not the obligation to provide service.

5.4 Installation or sSubscriber use of cable communications system service which involves the retransmission of the signal to multiple reception points within a structure shall be negotiated by Operator and owner of the structure.

## SECTION 6

(RESERVED)

## SECTION 7

### CONSTRUCTION, INSTALLATION, AND MAINTENANCE REGULATIONS

7.1 Operator shall maintain all parts of the System in good condition throughout the entire franchise period and shall meet or exceed all required FCC standards throughout the term of this Franchise Agreement.

7.2 All performance and technical standards governing construction, reconstruction, erection, installation, operation, testing, use, maintenance, and dismantling of the cable communication system provided for in this Franchise Agreement shall be in accordance with all applicable FCC and other federal, state and local laws and regulations, provided, however, that if the FCC discontinues promulgation or enforcement of such technical specifications, such specifications shall remain in full force and effect until City and Operator amend this Franchise Agreement to require such standards as they deem necessary.

7.3 All cables and wires shall be installed parallel with existing telephone and electric utility wires whenever possible.

7.4 Multiple configurations shall be in parallel arrangement and bundled, in accordance with engineering and safety considerations.

7.5 All installations shall be underground in those areas of the City where both telephone and electric utility facilities are underground at the time of the installation of the System.

7.6 In areas where both telephone and electric utility facilities are above ground at the time of the installation of the System, Operator may install its service above ground, provided, however, that at such time as those facilities are placed underground by the utility companies, underground installations shall be in conformance with all applicable codes. Operator shall likewise place its facilities underground pursuant to the same terms and conditions as all other utility companies. Underground installation shall be in compliance with all applicable codes.

7.7 Compliance with Construction and Technical Standards. Operator shall construct, install, operate and maintain its system in a manner consistent with FCC guidelines and requirements as currently exist, or hereinafter modified or amended.

7.8 Additional Specifications. Operator shall at all times comply with the National Electrical Safety Code and all applicable national, state and local safety codes. In the absence of any otherwise applicable safety codes, the Operator shall construct, install, operate, and maintain its system in a manner consistent with recognized industry standards. Furthermore, the system shall not endanger or interfere with the safety of persons or property in the franchise area or other areas where the Operator may have equipment located.

7.9 Cooperation with Public Works. Nothing in this Agreement shall be in preference or hindrance to the right of City to perform or carry on any public works or public improvement and/or purpose of any kind. Operator expressly agrees that it shall, at its own cost and expense, temporarily disconnect, relocated, or remove any of its property when required to do so by City because of street or other public construction, repair, traffic conditions, installation of sewers, drains, water lines, vacation or relocation of streets or any other type of structure or improvement of a public utility or any other type necessary to the public health, safety, and welfare. Nothing in this Franchise Agreement shall be construed as an abrogation by City of any of its police powers.

7.10 Notice of Proposed Construction. Except in cases of emergency, prior to beginning any construction, Operator shall give City notice of the proposed construction at least five (5) days prior to the work beginning. In the event Operator plans to interrupt sSubscriber service in any area of the City for a period exceeding two (2) hours, City shall be notified prior to the interruption.

7.11 Notice. Prior to beginning any construction, modification or maintenance in any area of the City that will interrupt sSubscriber service for a period exceeding two (2) hours, Operator shall provide notice to the affected sSubscriber(s), either by personal notification, written notification or publication in the local newspaper, if time permits.

7.12 Excavation. Operator shall not open or otherwise disturb the surface or support of any street, sidewalk, driveway, public way, or other public place for any purpose whatsoever without obtaining authorization to do so from City. The City shall not unreasonably withhold consent. Operator shall repair any street it has disturbed at its own cost and expense, restore and replace any other property disturbed, damaged or in any way injured by or on account of its activities in manner approved by the owner, to its condition immediately prior to the disturbance, damage or industry, or shall pay owner the fair market value thereof. In the event Operator fails to perform the replacement or restoration, City shall have the right to do so at the sole and reasonable expense of Operator, in addition to the remedy set forth in Section 15.5.C.

7.13 Emergency Removal of Plant. If, at anytime, in case of fire or other disaster within the City, it shall become necessary in the judgment of the City to cut or move any wires, cables, amplifiers, appliances or appurtenances of Operator, City shall not be liable for such cutting or moving, provided, however, that nothing herein shall be construed to preclude liability for negligent acts. The City must promptly notify Operator of any action taken pursuant to this Section.

7.14 Damage to City Property. Where any damage is caused to any City property during construction or installation by Operator, the cost of such repairs, including all service and materials, required from City will be billed to Operator. The charges shall be paid within forty-

five (45) days of date of bill or City may withdraw the cost of such repairs from the security fund established by Section 15 of this Franchise Agreement.

7.15 Maps. Operator shall update maps of the system annually, and upon receipt of reasonable notice, shall make the maps available to the City.

## SECTION 8

### NEW DEVELOPMENTS

8.1 In the event the Cable Communications Act is modified or amended in any manner, or the FCC alters or modifies any regulation relating to cable communications, or there is a change in any applicable state or federal law which may affect any provision(s) of this Franchise Agreement, such provision(s) shall remain in effect only as allowed under the new law or regulation, or until City and Operator amend this Franchise Agreement.

## SECTION 9

### PERIODIC REVIEW NEGOTIATIONS

9.1 As a result of the rapid changes in regulatory, technical, financial, marketing and legal changes in the field of cable communications and the requirement that Operator meet the needs and interest of the community, the following evaluation provisions are agreed upon:

- A) The City may hold evaluation sessions after providing written notice to Operator no less than thirty (30) days prior to such evaluation sessions.
- B) All evaluation sessions shall be open to the public and notice of the sessions shall be published in the local newspaper. An opinion survey of subscriber satisfaction may be conducted by Operator and City after three years of operation under this Agreement, and the results of the survey shall be available at the evaluation sessions. The cost of the survey shall be borne equally by Operator and City.
- C) Topics which may be discussed at the evaluation sessions may include, but are not limited to new technology, system performance, service, complaints, programming, FCC rules and regulations, and any other topics deemed relevant.

## SECTION 10

### CUSTOMER SERVICE

10.1 Maintenance of City Offices. Operator shall maintain an office in the City which shall be open to the general public during normal business hours. The office shall be staffed sufficiently to respond to the needs of the public in accordance with this Franchise Agreement.

10.2 Publicly Listed Phone Number. Operator shall have a publicly listed telephone number.

10.3 Call Log. Operator shall employ an operator or maintain a telephone answering device twenty-four (24) hours per day, each day of the year to receive sSubscriber complaints. A log shall be kept by Operator listing each and every sSubscriber complaint or request for repair received, and the disposition thereof. Upon written request, Operator shall provided City with a report derived from the call log which shall disclose the number, type and general location of the complaint and the date, time and response to such complaint. Such request shall specify the time period for which the report is requested. This section is subject to the provisions of the Cable Communications Act related to the disclosure and protection of sSubscriber's personally identifiable information.

10.4 Maintenance and Repair Service. Operator shall maintain a maintenance and repair service capable of responding to system-wide outages within the same geographical area within twenty-four (24) hours and all other service calls within thirty-six (36) hours after the receipt of the complaint or request. A standby technician shall check with the answering service or device until 9:00 p.m., Sunday through Saturday and respond to outages affecting more than three (3) sSubscribers in the same geographic area within the time frames set forth in this section.

10.5 Prohibition Against Conditioning Service. If Operator or any of its shareholders owning at least five percent (5%) of its stock, or any subsidiary, parent or affiliated corporation of Franchisee engages in the business or activity of selling, leasing, repairing, dismantling or installing television or radio receivers or master antenna distribution systems, or accessories for such receivers, television cameras, audio or video tape machines, video tapes, microphones, converters, modulators, or other equipment utilized by users or sSubscribers in the operation of

the cable system in the City, the Operator shall not condition cable communications service or the continuation thereof or usage of community communications facilities, if any, under this Agreement on a person's purchase of or failure to purchase any of such services or equipment.

10.6 Pro Rata Credit for Interrupted Service. In the event that its service to sSubscribers is interrupted for twenty-four (24) or more consecutive hours, except for acts of God, riots or a state of emergency declared by the president of the United States, the Governor of the State of Illinois, or the Mayor, Operator shall upon written request grant affected sSubscribers a pro rata credit or rebate for the full duration of the interruption.

10.7 Request for Services. Upon a request for service from any resident of the City, Operator shall within thirty (30) days of the request provide the requested service, subject to section 5.2 herein above. During the period beginning August 1 and extending through August 31 each year, the period of time to provide requested service shall be extended to forty-five (45) days. It is expressly understood that this extension of time to provide requested service shall apply to new sSubscribers only.

10.8 Removal of Equipment. All of Operator's cable equipment shall be removed upon a reasonable time, such time not to exceed one (1) month from the sSubscriber's property at sSubscriber's request. The costs of removal of equipment above and beyond that which is usually removed during a standard disconnection shall be borne by the sSubscriber. The sSubscriber shall be advised of the additional costs prior to the removal.

10.9 Service Standards. Where there have been similar complaints made, or when there exists other evidence which, in the judgment of the City or Cable Information and Telecommunications Commission, casts doubt on the reliability or quality of cable service, City shall have the right and authority to compel Operator to test, analyze and report on the performance of the system or any part thereof. The report shall be delivered to City no later than thirty (30) days after City formally notifies Operator, and shall include the following information:

- a) the nature of the complaints which precipitated the special tests;
- b) the system components tested;

- c) the equipment used and procedures employed in testing;
- d) the result of the tests;
- e) the method in which the complaints were resolved.

The tests and analysis shall be supervised by a registered electrical engineer selected by City and Operator. The engineer shall sign all records of the special tests and forward to City and Operator such records with a report interpreting the results of the test and the recommended action. The costs of the test shall be paid as follows: If the Operator is found to be in non-compliance with the standards set forth in Section 7 of this Franchise Agreement, the Operator shall remunerate the engineer. If the Operator is in compliance with all maintenance and operation standards, the City shall remunerate the engineer.

10.10 Complaints. Operator shall, within three (3) months of the execution of this Franchise Agreement, notify all current sSubscribers of the complaint process, the right to pro rata credits for outages, the service call response requirement, the disconnect policy, and the requirement to remove Operator's equipment from sSubscriber's premises. Subsequently, Operator shall provide the above specified information on an annual basis.

10.11 Company Procedures. Operator shall notify each sSubscriber at the time service is initially requested of the Company's fees and procedures regarding payments, deposits, return of deposits, and disconnection.

## SECTION 11

### RATES

11.1 The City can regulate rates in accordance with the Cable Communications Act of 1984.

11.2 Operator shall not discriminate among customers of basic cable service on the basis of sex, creed, color or national origin.

11.3 Operator shall be subject to applicable rate change notification rules of the Federal Communications Commission.

11.4 Within fifteen (15) days after the end of each calendar year, Operator shall file with City

a full schedule of all sSubscriber and user rates and all other charges including, but not limited to, basic service, expanded basic service, premium pay channels, pay TV, leased channel and discrete services, made in connection with the System, which shall remain on file in the office of the City Clerk. Operator shall update the schedule in the interim in the event sSubscriber and user rates are changed.

11.5 Promotional Campaigns. Nothing in this Agreement shall be construed to prohibit the reduction or waiving of charges in conjunction with promotional campaigns for the purpose of attracting sSubscribers or users. The Operator shall provide information which City requests concerning such campaigns.

11.6 Collections.

A. Operator may require all sSubscribers to pay for Basic Service in advance. Operator shall require no other advancement of payment for Basic Service, provided, however, that nothing herein shall be construed to prohibit an advancement of payment for installation of cable communications service or for premium service

B€. In the event that a sSubscriber fails to pay a properly due and owing fee or charge, Operator may disconnect the sSubscriber's service outlet, upon giving ten (10) days written notice thereof. After disconnection and upon payment of the delinquent fee or charge and of a reconnection fee, Operator shall promptly reinstate a sSubscriber's cable service in accordance with Section 10.87 herein above.

11.7 Refunds. Operator shall establish and conform to the following policy regarding refunds to sSubscribers and users.

A. If Operator collects a deposit or advance charge on any service or equipment requested by a sSubscriber or user, Operator shall provide the service or equipment within thirty (30) days of the collection of the deposit or charge or it shall refund the deposit or charge within forty-five (45) days thereafter. Nothing in this Agreement shall be construed to:

- 1) relieve the Operator of any responsibility to sSubscribers or users under any contractual agreements into which it enters into with them; or
- 2) limit Operator's liability for damages because of its failure to provide the service for which the deposit or charge was made.

B. In the event that a sSubscriber terminates Basic Service prior to the end of a pre-paid period, the pro-rata portion of any pre-paid sSubscriber fee which represents payment for services which are no longer to be rendered shall be refunded promptly, but in no case more than forty-five (45) days after receipt of the request for termination.

## SECTION 12

### PROGRAMMING AND SERVICES

12.1 Operator shall provide throughout the term of the Franchise Agreement the following broad categories of programming services: Broadcast Stations, Family Programming (including health and religious programming), Sports, News and Weather Programming, Variety Programming, Cultural and Arts; Programming, Music Programming, Educational and Children's Programming, Government, Financial and Business Programming.

## SECTION 13

### PUBLIC/GOVERNMENTAL/EDUCATIONAL ACCESS

13.1 Operator will continue to provide to the City throughout the term of this franchise, one (1) PEG Educational and Governmental (EG) access channel currently in use by the City. In accordance with federal law, Operator will be entitled to use any the PEG access channel capacity for the provision of other services at any time such channel capacity is not being used for the designated PEG access purposes.

13.2 In the event the City, at its sole discretion, elects to offer Public access, the Operator shall, upon ninety (90) days written notice from the City, activate one (1) additional channel for Public access purposes.

13.3 Whenever any designated PEG or Public access channel is programmed less than four (4) hours per day for six (6) days per week for a continuous period of not less than twelve (12) consecutive weeks, the Operator shall be entitled to use such partially fallow channel after providing written notice to the City. In order to calculate the City's use of the PEG or Public access channel to determine fallow time for purposes of this paragraph, the following will not be included as programming: more than one hour per day of character generated programming, programming repeated more than once in any month excluding service and community announcements of less than 15 minutes in length, and any more than 3 hours per day of programming not produced for primary viewing in the local Franchise area.

13.4 An PEG or Public access channel is a channel made available to the City by Operator for the purpose of cablecasting non-commercial programming by City residents, City administration and educational institutions. The City agrees not to use the PEG or Public access channel to provide commercial or revenue-generating services or services that may compete, directly or indirectly, with services provided by the Operator, provided however, that the City may cablecast acknowledgments of funding sources and the underwriting of programming costs. Such acknowledgments will be deemed non-commercial if they are within the standards for underwriting applicable to the Public Broadcasting Service (PBS) or the standards necessary to maintain tax-exempt status within the applicable regulations of the Internal Revenue Service. Programming shall not lose its non-commercial character by reason of including public or charitable fund-raising events or activities, or donor and underwriting announcements reflecting funding provided by for-profit or non-profit entities for PEG or Public programming in accordance with the provisions of 47 C.F.R. 73.621 of the FCC's Rules.

13.5 PEG Access Capital Support

A. The Operator shall provide for the PEG access capital requirements of the City in an amount equal to \_\_\_\_\_ (the "EG Capital Contribution") during the term of the Franchise. The City agrees that all amounts paid by the Operator as the EG Capital

Contribution may be added to the price of Cable Services and collected from Subscribers as “external costs”, as such term is used in 47 C.F.R. § 76.922 on the date of this Franchise Agreement. In addition, all amounts paid as the EG Capital Contribution may be separately stated on Subscribers’ bills as permitted in 47 C.F.R. § 76.985.

B. The EG Capital Contribution will be a one-time payment by the Operator to the City after (1) the approval of the City, if required, to the inclusion of the EG Capital Contribution on Subscribers’ bills, including any required approval pursuant to 47 C.F.R. § 76.933; (2) notice to Subscribers of the inclusion; and (3) the commencement of collection of the EG Capital Contribution by the Operator from its Subscribers, but no later than 90 days after acceptance of this Franchise Agreement.

### 13.6 Public Access Capital Support

A. In the event the City elects to offer Public access, as provided for in Section 13.2 herein, the Operator shall provide for the Public access capital requirements of the City in an amount equal to \_\_\_\_\_ (the “Public Access Capital Contribution”) during the term of the Franchise. The City agrees that all amounts paid by the Operator as the Public Access Capital Contribution may be added to the price of Cable Services and collected from Subscribers as “external costs”, as such term is used in 47 C.F.R. § 76.922 on the date of this Franchise Agreement. In addition, all amounts paid as the Public Access Capital Contribution may be separately stated on Subscribers’ bills as permitted in 47 C.F.R. § 76.985.

B. The Public Access Capital Contribution will be a one-time payment by the Operator to the City after (1) the approval of the City, if required, to the inclusion of the Public Access Capital Contribution on Subscribers’ bills, including any required approval pursuant to 47 C.F.R. § 76.933; (2) notice to Subscribers of the inclusion; and (3) the commencement of collection of the Public Access Capital Contribution by the Operator from its Subscribers, but no later than 90 days after the City’s written notice to Operator of its intention to offer Public access.

13.7 Operator shall provide an Emergency Alert Override System that will be capable of providing an all-channel audio override to be activated by City for emergency messages to all sSubscribers. The system shall be designated to permit viewers to be instructed to turn to a specific channel for detailed emergency information. This override system will include the public, educational and governmental access channel as well as the character generator. The override system will be provided within six (6) months of the execution of this Franchise Agreement and shall continue throughout the term of this Franchise Agreement. The City shall hold the Operator, its agents, employees, officers and assigns hereunder, harmless from any claims arising out of the emergency use of its facilities by the City, including but not limited to reasonable attorney's fees and costs.

13.8 Subject to the requirements of Section 5.2 herein, the Operator, upon request, shall provide without charge, a Standard Installation, one outlet and Basic and Expanded Cable Service to those administrative buildings owned and occupied by the City, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Operator. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The City shall take reasonable precautions to prevent any inappropriate use of the Operator's Cable System or any loss or damage to Operator's Cable System. The City shall hold the Operator harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Operator shall not be required to provide an outlet to such building where a non-Standard Installation is required, unless the City or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

SECTION 14  
FRANCHISE FEE

14.1 Franchise Fee

- \_\_\_\_\_ A. As part of the consideration supporting the award of this Franchise Agreement and City's permission to use the public rights of way and public places of City, Operator shall pay to City a fee of five percent (5%) of annual Gross Revenue.
- \_\_\_\_\_ B. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year.
- \_\_\_\_\_ C. The franchise fee payment shall be due quarterly and payable within 45 days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Operator showing the basis for the computation.
- D. Upon ten (10) business days written notice, City shall have the right to inspect and copy at Operator's local office the financial records of Operator for the purpose of verifying or identifying revenue owed to City.

14.2 Payment of Fee Following Termination or Cancellation In the event Operator continues the operation of any part or all of the System beyond the cancellation or expiration of this Franchise Agreement, Operator shall pay to City the compensation as set forth herein above at the rate in effect at the time of such cancellation or expiration, and in the manner set forth in this Franchise Agreement, together with all taxes it would have been required to pay had its operation been duly authorized.

14.3 Audit of Fee/Delinquency The acceptance of any payment required hereunder by eCity shall not be construed as an acknowledgment that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which City may have for additional sums due and payable.

14.4 No Limitation of Liability Nothing in this Franchise Agreement shall be construed to limit the liability of Operator for all applicable federal, state and local taxes. Payment of the

franchise fee by Operator to City pursuant to the terms of this Franchise Agreement shall not be considered in the nature of a tax or assessment, but shall be in addition to any and all taxes and assessments which are now or hereinafter required to be paid by any law to City. In billing sSubscribers for cable services, Operator shall not designate the fee as a tax.

## SECTION 15

### SECURITY FUND

15.1 Operator shall maintain on deposit throughout the term of this Franchise Agreement, the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000) as security for the performance of this Franchise Agreement, and the payment by Operator of any claim, liens and taxes due City which arise by reason of the construction, operation, or maintenance of the system.

15.2 The depository shall be chosen by the City and provision shall be made to permit the City Manager to withdraw monies from the security fund. Operator shall not use the security fund for other purposes and shall not assign, pledge or otherwise encumber this security fund for other purposes and shall not assign, pledge or otherwise encumber this security fund for any other purpose. Interest earned on this deposit shall be distributed to Operator.

15.3 Within thirty (30) days after notice to Operator that City has withdrawn monies from the security fund, Operator shall deposit a sum of money sufficient to restore the security fund to the original amount of \$25,000. Any interest which may have accrued shall not be considered in restoring the amount deducted from the security fund.

15.54 Liquidated Damages. In addition to recovery of any monies owed by Operator to City or damages, or any other remedies, as a result of any acts or omissions by Operator pursuant to this Franchise Agreement, City may charge to and collect from the security fund the following amounts:

A.B. For failure to meet conditions of City permits to disturb the streets, the amount shall be Fifty Dollars (\$50.00) per day.

B.C. For failure of Operator to comply with construction, operation or maintenance standards, the amount shall be One Hundred Dollars (\$100.00) per day.

C.D. For failure to provide the service requirements set forth in this agreement in Section 10, the amount shall be One Hundred Dollars (\$100.00) per day.

D.E. For failure to test, analyze and report on the performance of the System following a request by City, the amount shall be One Hundred Dollars (\$100.00) per day.

E.F. For failure to provide data, documents, reports or information or to cooperate with the City during a System review, the amount shall be Fifty Dollars (\$50.00) per day.

F.G. For failure to submit timely reports as required in Section 18, the amount shall be Fifty Dollars (\$50.00) per day until received by City.

G.H. For failure to comply with any of the material provisions of this Franchise Agreement for which an amount is not otherwise specifically provided pursuant to this section, the amount shall be One Hundred Dollars (\$100.00) per day.

15.65 The City retains the right, at its sole discretion, to reduce or waive any of the above listed penalties where extenuating circumstances or conditions beyond the control of Operator are determined to exist.

15.76 Relation to Other Remedies. Exclusive of the sanctions provided herein above, a violation of any material provision of the Franchise Agreement shall be considered a separate violation for which a separate remedy may be imposed.

15.87 Procedure. Whenever City finds that Operator has violated one (1) or more terms, conditions or provisions of the Franchise Agreement, a written notice shall be provided to Operator informing it of such violation. The written notice shall describe in reasonable detail the specific violation as to afford Operator an opportunity to remedy the violation. Operator shall have ten (10) working days subsequent to receipt of the notice in which to correct the violation before City may resort to the security fund or assess any liquidated damages under Section 15.5. Operator may notify City within ten (10) working days of receipt of notice, that there is a dispute as to whether a violation has, in fact, occurred. Such notice shall stay the running of the above described ten (10) day period to affect a cure and any such notice shall specify with reasonable particularity the matters disputed by Operator.

A. In the event the City and the Operator are unable to resolve the dispute, the matter shall be heard by the Cable Commission at a meeting held within ten (10) days of the filing of the dispute by the Operator. The City shall notify the Operator of the time and place of the Cable Commission hearing and provide the Operator with an opportunity to be heard.

B. If after hearing the dispute, the claim is upheld by City, the City shall provide Operator with written findings of fact. Operator shall have ten (10) working days from such a determination to remedy the violation unless an extension of time is mutually agreed upon by the City and Operator. At any time for that ten (10) day period, City may draw against the security fund all liquidated damages due.

15.98 The security fund provided pursuant to this Franchise Agreement shall become the property of City in the event that this Franchise Agreement is terminated by reason of the default of Operator or revoked for cause. Operator, however, shall be entitled to the return of such security fund, or portion thereof, as remains on deposit at the expiration of the term of the Franchise, or upon termination of the Franchise at an earlier date, provided that there is then no outstanding default on the part of Operator.

15.109 The rights reserved to City with respect to the security fund are in addition to all other rights of City, whether reserved by this Franchise Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such security fund shall affect any other right City may have.

## SECTION 16

### DAMAGED AND DEFENSE

Operator shall hold harmless City for all damages and penalties as a result of Operator's construction, reconstruction, operating and maintenance of System. These damages and penalties shall include, but shall not be limited to, damages arising out of copyright infringement, defamation and all other damages arising out of the construction, operating, maintenance or reconstruction of the System authorized herein, whether or not any act or omission complained of

is authorized, allowed or prohibited by the Franchise.

## SECTION 17

### LIABILITY INSURANCE AND INDEMNIFICATION

17.1 Operator shall procure and maintain, throughout the term of the Franchise, liability insurance from an insurer licensed to do business in the State of Illinois carrying a rating of B+ in Best Insurance Guide, and approved by City, insuring Company and City with regard to all damages mentioned in Section 16, entitled “Damages and Defense” herein above, in the minimum amount of:

\$500,000 for bodily injury or death to any one (1) person;

\$500,000 for bodily injury or death resulting from any one accident;

\$1,000,000 for all other types of liability.

17.2 At time of acceptance, Operator shall furnish to City a certificate naming City, its officers and employees as additional insureds. The certificate shall be approved by City and such insurance policy shall require that City be notified thirty (30) days prior to any expiration or cancellation.

17.3 Renewal, Alteration or Cancellation of Policies. Operator and its insurer shall give at least thirty (30) days prior written notice to City of the insurer’s intention not to renew the policies required under Section 17.1 of this Franchise Agreement, or not to replace the same, or to materially alter or charge the same. All premiums on insurance policies required by this Franchise Agreement shall be at the expense of Operator.

## SECTION 18

### REPORTS

18.1 Inspection. Subject to Section 631 of the Act, City shall have the right to inspect, upon fifteen (15) days notice, at any time during normal business hours, all books, records, maps, plans, financial statements, reports from complaint logs, performance test results, record of requests for service and other like materials of Company which relate to the operation of System pursuant to this Franchise Agreement.

18.2 Reports. Upon written request, and no more than once annually, Operator shall provide to the City any or all of the following information. Such information shall be submitted to the City within fifteen (15) business days.

A. A list of Operator's officers, members of its Board of Directors and other principals of the Operator.

B. A complete description of all petitions, applications, communications and reports submitted by Operator to any Federal or State regulatory commission or agency having jurisdiction in respect to any matters affecting System operations and any responses from the regulatory commissions or agencies to Operator. Operator shall provide, upon request of City, copies of any such documents to City.

C. A list of its stockholders holding five percent (5%) or more of the voting stock of Operator and any subsidiaries of Operator.

D. A report of the FCC performance tests for the System required in Part 76, Section 76.601 of FCC Rules and Regulations, as now written or hereafter amended.

E. A report of all service failures which have occurred during the previous twelve (12) month period.

18.3 Audit. The City shall have authority to arrange for and conduct an independent audit of Operator once per calendar year. Operator shall be given thirty (30) working days notice of the requested audit, the description of and purpose for the audit, and a description to the best of City's ability, of the books, records and documents needed for purposes of the audit.

## SECTION 19

(RESERVED)

## SECTION 20

### RESTRICTIONS AGAINST TRANSFERS AND ASSIGNMENTS

20.1 Operator shall not transfer, assign or otherwise encumber, either through its own action or by operation of law, its right, title, or interest, either legal or equitable, in this Franchise Agreement or in the System without the prior written authorization of City, which shall not be unreasonably withheld. For the purposes of this Franchise Agreement, a merger, consolidation, reorganization, or bankruptcy shall be deemed a transfer and assignment. No such consent shall be required, however, for a transfer by mortgage, or by assignment of any rights, title or interest of Operator in the cable system in order to secure indebtedness. ~~No such consent shall be required for a transfer to an affiliate of an Operator.~~

20.2 In reviewing a request for sale or transfer pursuant to Section 20.1 hereinabove, City shall inquire into and determine the qualifications and financial capabilities of the prospective assignee/transferee, and Operator shall assist City in making inquiry.

20.3 In no event shall a transfer or assignment of ownership or control be approved without the assignee/transferee becoming a signator to this Franchise Agreement.

## SECTION 21

### FORFEITURE AND TERMINATION

21.1 In addition to all other rights and powers retained by City under this Franchise Agreement, City reserves the right to forfeit and terminate this Franchise Agreement and all rights and privileges of Operator in the event of a material breach of its terms and conditions. In interpreting the Franchise Agreement, material provisions shall include all labeled as such and others, which under all the facts and circumstances indicated, constitute a significant provision of this Franchise Agreement. A material uncured breach by Operator shall include but is not limited to the following:

- A. Repeated failure to meet the construction, installation and maintenance requirements as provided in Section 7;
- B. Repeated failure to comply with the service requirements set forth in Section 10;

- C. Substantial failure to provide the PEG access channel, and other related services, equipment and facilities as provided in Section 13;
- D. Repeated failure to comply with all the terms and conditions of Section 15;
- E. ~~Substantial~~ Failure to provide and maintain throughout the term of this Agreement the liability and indemnification insurance coverage as provided in Section 17;
- F. The taking of any material action which requires the notification of or consent by the City without having first provided the notification or obtained the consent;
- G. Repeated failure to provide reports specified in Section 18;
- H. Failure to comply with Section 20;
- I. Substantial and repeated failure to cooperate fully and completely with any audit, performance review or any other lawful inquiry conducted by the City;
- J. The financial inability of Operator to continue operation or maintaining the cable system as evidenced by the following:
  - (1) the voluntary or involuntary filing of a petition of bankruptcy or for reorganization or for the adoption of arrangements under the bankruptcy code as now or in the future amended.
  - (2) The making of an assignment for the benefit of creditors.
  - (3) By consenting to the appointment of a receiver for all or a substantial part of its assets.
  - (4) The Operator being adjudicated as bankrupt.
- K. Failure to restore cable service after seventy-two (72) consecutive hours of interrupted service for the entire system, unless such interruption is caused by circumstances beyond the control of Operator or in other cases, where the approval of such interruptions is obtained from the City; The ~~c~~City shall not unreasonably withhold its approval.
- L. Engaging in any conduct intentionally designed to practice any fraud or deceit upon the City or any ~~s~~Subscriber.

21.2 Procedures Prior to Termination. In the event the Information and Telecommunications Commission or other designated City official determines that grounds exist to terminate this Franchise Agreement by reason of one or more causes specified in Section 21.1 A. through 21.1.L. inclusive, the following procedures shall be followed:

A. The City shall notify Operator in writing of the exact nature of the alleged material noncompliance.

B. The Grantee shall have thirty (30) days from receipt of the notice described herein to: (1) to respond to the Franchising Authority, contesting the assertion of such noncompliance, or (2) to cure such default, or (3) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

C. In the event that the Operator fails to respond to the notice described in subsection 21.2(A) pursuant to the procedures set forth in subsection 21.2(B), or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 21.2(B)(3) above, if it intends to continue its investigation into the default, then the City shall schedule a public hearing. The City shall provide the Operator at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Operator the opportunity to be heard.

\_\_\_\_\_ D. Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 21.2(C), determines that the Operator is in material default of any provision of the Franchise Agreement, the City may: (1) Commence an action at law for monetary damages or seek other equitable relief; or (2) In the case of repeated or ongoing substantial noncompliance with a material term or terms of the Franchise Agreement, seek to revoke the Franchise Agreement in accordance with subsection 21.2(F).

E. Should the City seek to revoke the Franchise Agreement after following the procedures set forth in subsections 21.2(A-D) above, the City shall give written notice to

the Operator of its intent. The notice shall set forth the exact nature of the material noncompliance. The Operator shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Operator, it may then seek termination of the Franchise Agreement at a public hearing. The City shall cause to be served upon the Operator at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise Agreement.

F. At the designated hearing, Operator shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the City, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing. Following the hearing, the City shall determine whether or not the Franchise Agreement shall be revoked. If the City determines that the Franchise Agreement shall be revoked, the City shall promptly provide Operator with its decision in writing. The Operator may appeal such determination of the City to an appropriate court, which shall have the power to review the decision of the City *de novo*. Operator shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Operator's receipt of the determination of the City.

G. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under the Franchise Agreement in lieu of revocation of the Franchise Agreement.

H. Force Majeure. The Operator shall not be held in default under, or in noncompliance with, the provisions of the Franchise Agreement, not suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Operator to anticipate and control. This provision includes work delays caused by waiting for

utility providers to service or monitor their utility poles to which the Operator's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

## SECTION 22

### RIGHT TO PURCHASE UPON DEFAULT

22.1 Right to Purchase Upon Default. Upon termination of this Franchise Agreement by reason of a final appeal as set forth in Section 21 above, City may exercise its option to purchase the System, including, inter alia all books and records relating thereto, all assignable easements which Operator has acquired, all assignable contracts and any other rights which are necessary to maintain the continuity and quality of service to sSubscribers, at a cost not to exceed its then fair market value as certified by an independent brokerage firm selected by City and Operator.

## SECTION 23

### MISCELLANEOUS

23.1 Rights and Remedies. All rights and remedies given to City and Operator by this Franchise Agreement shall be in addition to and cumulative with any and all other rights or remedies, existing or implied, now or hereafter available to City or Operator, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise Agreement may be exercised from time to time and as often and in such order as may be deemed expedient by City or Operator and the exercise of one or more rights or remedies shall not be deemed a waiver of right to exercise at the same time or thereafter any other right or remedy. No delay or omission of City or Operator to exercise any right or remedy, nor shall any such delay or omission be construed to be a waiver of or acquiescence of any default.

23.2 Service of Notice. All notices or other written communications required to be provided to City or Operator under any provision of this Franchise Agreement, shall be deemed served when delivered personally or addressed and mailed by certified mail to the City or Operator at the following addresses:

City: City Clerk's Office  
City of Carbondale  
200 S. Illinois Avenue  
P.O. Box 2047  
Carbondale, Illinois 62902-2047

Operator: MCC Illinois LLC  
90 Main Street  
Benton, KY 42025  
Attn: General Manager

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Copy to: MCC Illinois LLC  
c/o Mediacom Communications Corporation  
100 Crystal Run Road  
Middletown, NY 10941  
Attn: Vice President, Legal and Regulatory Affairs

Notices of ~~cable~~ Information and Telecommunications Commission meetings shall be provided to the local manager only and ~~is~~ are not required to be provided by certified mail.

23.3 Oral Modification. This Franchise Agreement shall not be changed, modified or amended in whole or in part except in writing and signed by all the parties.

23.4 Severability. If any provision of this Franchise Agreement, or the particular application, shall be held invalid, the remaining provisions, and their application, shall not be affected.

23.5 Merger Clause. This Franchise Agreement constitutes the entire contract between the parties and there are no other understandings, oral or written, relating to the subject hereof.

23.6 Obligations to Continue Throughout Term. Unless otherwise specifically stated, all obligations under this Franchise Agreement shall continue throughout the entire term or extension of this Franchise Agreement.

23.7 Headings. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Franchise Agreement.

23.8 Governing Law. This Franchise Agreement shall be governed insofar as applicable in accordance with the laws of the State of Illinois. Where federal jurisdiction applies, this Franchise Agreement shall be governed by the applicable laws and agencies of the United States.

MCC ILLINOIS, LLC subject to applicable federal, state and local law.

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

CITY OF CARBONDALE, ILLINOIS

By: \_\_\_\_\_

Jeff Doherty, City Manager

Attest: \_\_\_\_\_

Janet M. Vaught, City Clerk

State of Illinois                    )  
  ) SS  
County of Jackson                )

I, \_\_\_\_\_, a Notary Public in and for the said County and State, do hereby certify that the President and Secretary of MCC Illinois, LLC, personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

## APPENDIX I

### Category of Service

1. — Broadcast Station
2. — Variety Programs
3. — Religious Programming
4. — Health Programming
5. — News Programming
6. — Government/Public Affairs
7. — Miscellaneous Programming
8. — Children's Programming
9. — Cultural/Arts Programming
10. — Educational Programming
11. — Sports Programming
12. — Weather Programming
13. — Financial Programming
14. — Ethnic Programming

## APPENDIX II

Carbondale City Council Chambers

Carbondale City Hall

Carbondale Fire Department  
Station 1 and Station 2

Carbondale Police Department

Public Works Department