

AN ORDINANCE GRANTING A FIFTEEN (15) YEAR EXTENSION OF AN ORDINANCE APPROVING AND GRANTING A FRANCHISE FOR A COMMUNITY ANTENNA TELEVISION SYSTEMS IN THE CITY OF AMITY, ARKANSAS, AND APPROVING THE EXECUTION OF A FRANCHISE AGREEMENT SETTING FORTH THE TERMS AND PROVISIONS IN CONNECTION THEREWITH.

WHEREAS, the City Council of the City of Amity, Arkansas, previously granted a Franchise to Caddo Cable TV, to construct, operate, and maintain a cable television system in the City of Amity Arkansas; and,

WHEREAS, Caddo Cable TV, did sell and assign to Texas Community Antenna, Inc. all its rights, title and interest in and to the Franchise; and,

WHEREAS, Texas Community Antenna, Inc. is requesting a fifteen (15) year extension of the existing Franchise; and,

WHEREAS, the City Council of the City of Amity, Arkansas has determined, that granting Texas Community Antenna Inc. a franchise extension is in the best interest of the citizens and residents of Amity, Arkansas.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMITY, ARKANSAS THAT:

Section 1. That all terms of the Franchise and amendment to the Franchise remain in full force and effect and except as herein specifically amended.

Section 2. (Part 2 Term) That the Ordinance granting a Franchise be extended an additional fifteen (15) years commencing on the 11th day of July, 1993 and ending on the 11th day of July, 2008.

Section 3. (Part 5 Subscriber Fees) A potential subscriber desiring service which requires construction of more than 400 feet of line beyond existing plant may obtain same by paying Texas Community Antenna, Inc. the actual cost per foot for such additional cable and its installation.

Section 4 (Part 7 Local Office or Agent) Texas Community Antenna, Inc. shall maintain a Toll Free Telephone number for the purpose of receiving, investigating, and resolving complaints regarding the quality of service, equipment malfunctions and similar matters arising in connection with the operation of said CATV system.

Caddo Cable TV shall keep City currently informed of the address of such office or the name and address of such agent, and such information shall also be made available to the subscriber to said CATV system. Upon receipt at such office or by such agent of any complaint regarding the quality of service, equipment malfunctions, and similar matters arising out of the operation of said CATV system, Caddo Cable TV or its agent shall promptly investigate the same and shall correct any deficiencies or malfunctions as soon as practicable, the object of this agreement being that the citizens and residents of City shall receive good quality television signals without interruption.

Section 5. All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED THIS 19 DAY  
OF MARCH, 1991.

Royce L. Hancock  
MAYOR

ATTEST:

Maurice Hancock  
CITY CLERK

A G R E E M E N T

This agreement made and entered into by and between the City of Amity, Clark County, Arkansas (hereinafter called "City"), and Texas Community Antenna, Inc. (hereinafter called "Texas Community Antenna"), WITNESSETH:

WHEREAS, the City is desirous of extending cable television service to its citizens; and

WHEREAS, the Texas Community Antenna corporation is desirous of extending its existing franchise with the City;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants, the Texas Community Antenna corporation agrees as follows:

That said corporation shall extend its cable television service as set forth below and upon the terms and conditions set forth below.

1. Extending its existing cable line 4,985 feet along Arkansas State Highway No. 8, beginning at East Nursery and running in a Southerly direction for 4,985 feet, extending cable television service to ten (10) homes along this line.

2. Extending its existing cable line 2,982 feet along Mountain Street, beginning from the termination of the line on Mountain Street in the City in a Southerly direction for 2,982 feet, extending cable television service to seven occupied homes and one vacant home.

R.L.H.  
MH  
MS

3. Extending its existing cable line 6,012 feet along Arkansas State Highway No. 84, beginning at the end of its existing cable line in a Northerly direction along said highway 84 for 6,012 feet. That this extension shall provide cable television service to ten (10) homes and subscribers thereto agree to pay to said corporation \$98.00 per installation. Any potential subscribers moving into existing homes within one year from date hereof shall pay the ~~foreaid~~ <sup>foreaid</sup> \$98.00 installation fee.  
That Texas Community Antenna agrees to complete installation of the extensions aforeaid numbered 1 through 3 within six (6) months from date hereof.

In consideration of the foregoing, the City of Amity, Arkansas, hereby consents to the extensions of the aforesaid cable lines as set forth herein under the terms of Ordinance No. 169 passed and approved the 19th day of March, 1991, and this agreement shall be considered an addendum thereto.

DATE: March 19, 1991.

CITY OF AMITY

By: Royce S. Hancock  
Royce Hancock, Mayor

Attest:

Maurice Hancock  
Maurice Hancock, City Clerk  
and Recorder

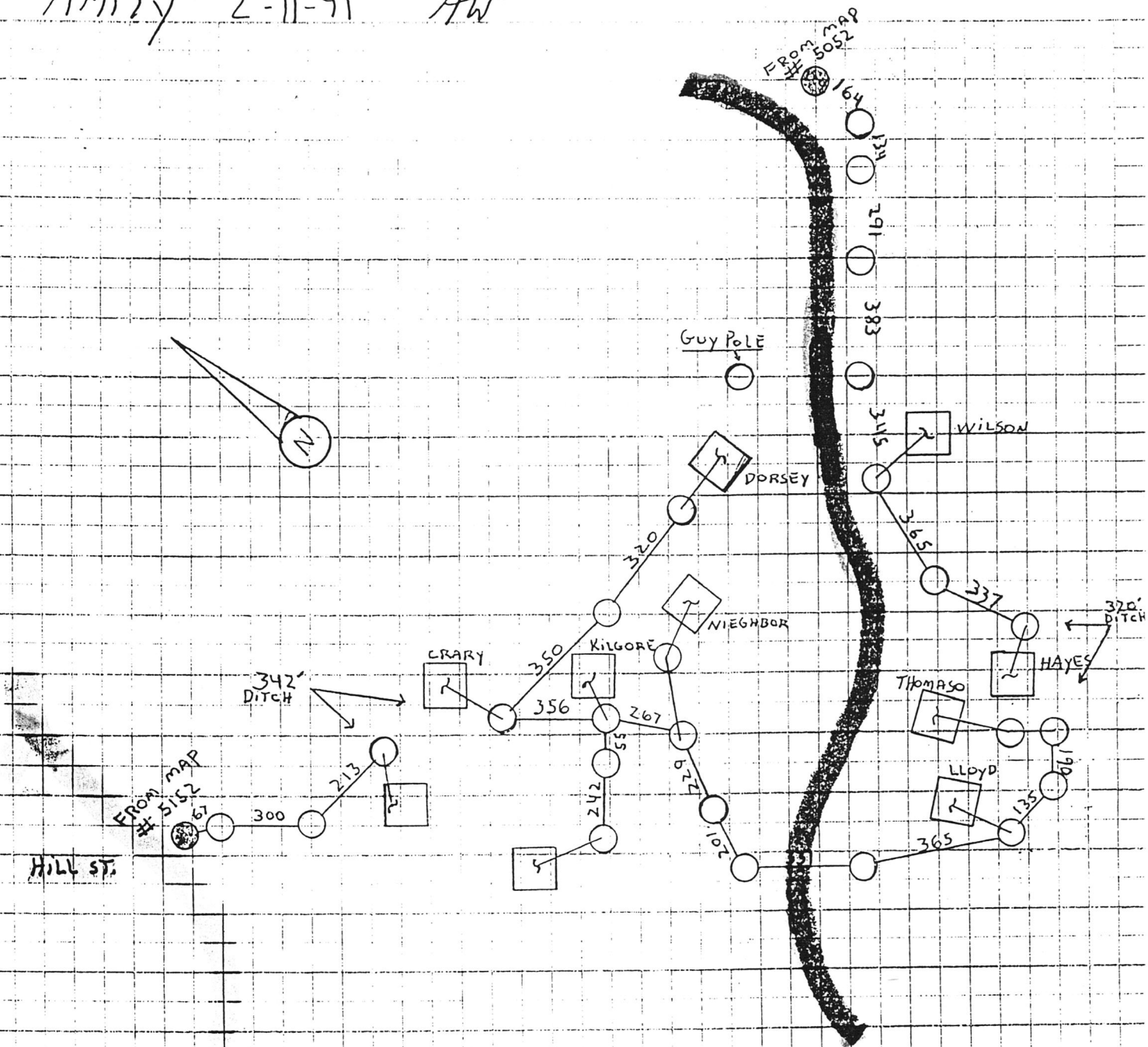
TEXAS COMMUNITY ANTENNA, INC.

By: Mark B. Bynell  
Div. Mgr.

R.L.H.  
MH  
MS

Agreements <sup>(1)</sup> one and <sup>(3)</sup> ~~three~~ above contingent upon guaranteed 80 percent of existing homes subscribing to said cable services.

Amity 2-11-91 AW

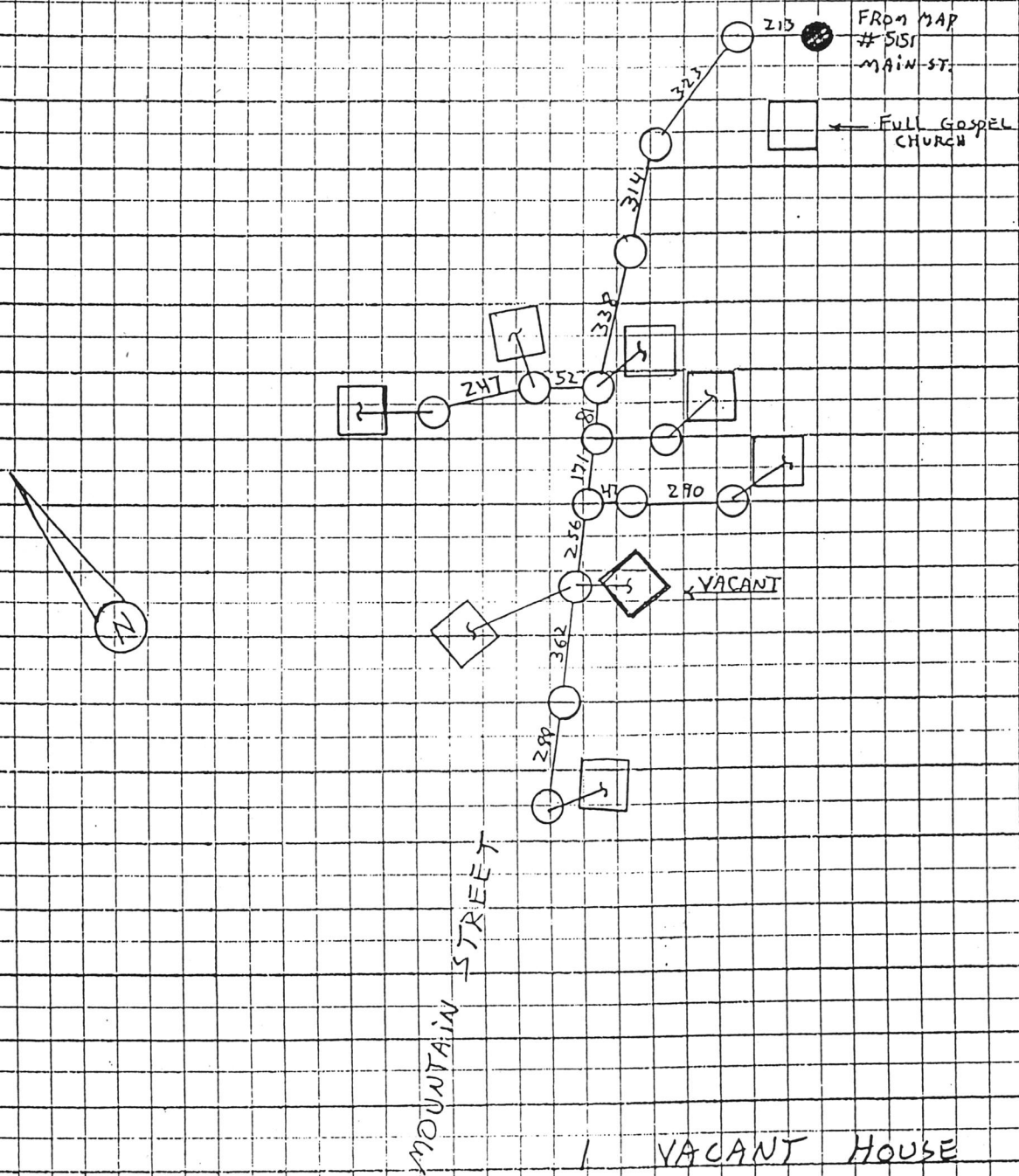


BASED ON: 342' DITCH OPENED  
BETWEEN CRARY & UNKNOWN RESIDENCE  
AND 320' DITCH OPENED BETWEEN  
HAYES AND THOMASO (BORE HAYES DRIVEWAY)  
AT NO COST TO TCA.

4985' TOTAL FOOTAGE  
 10 HOMES

IF ALL HOOK UP  
 4985 TOTAL COST  
 - 3000 TCA PAY  
 1985 TOTAL CUSTOMER PAY  
 = 10 OCCUPIED HOMES  
 198 EA. CUSTOMER PAY

Amity 2-11-91 AW



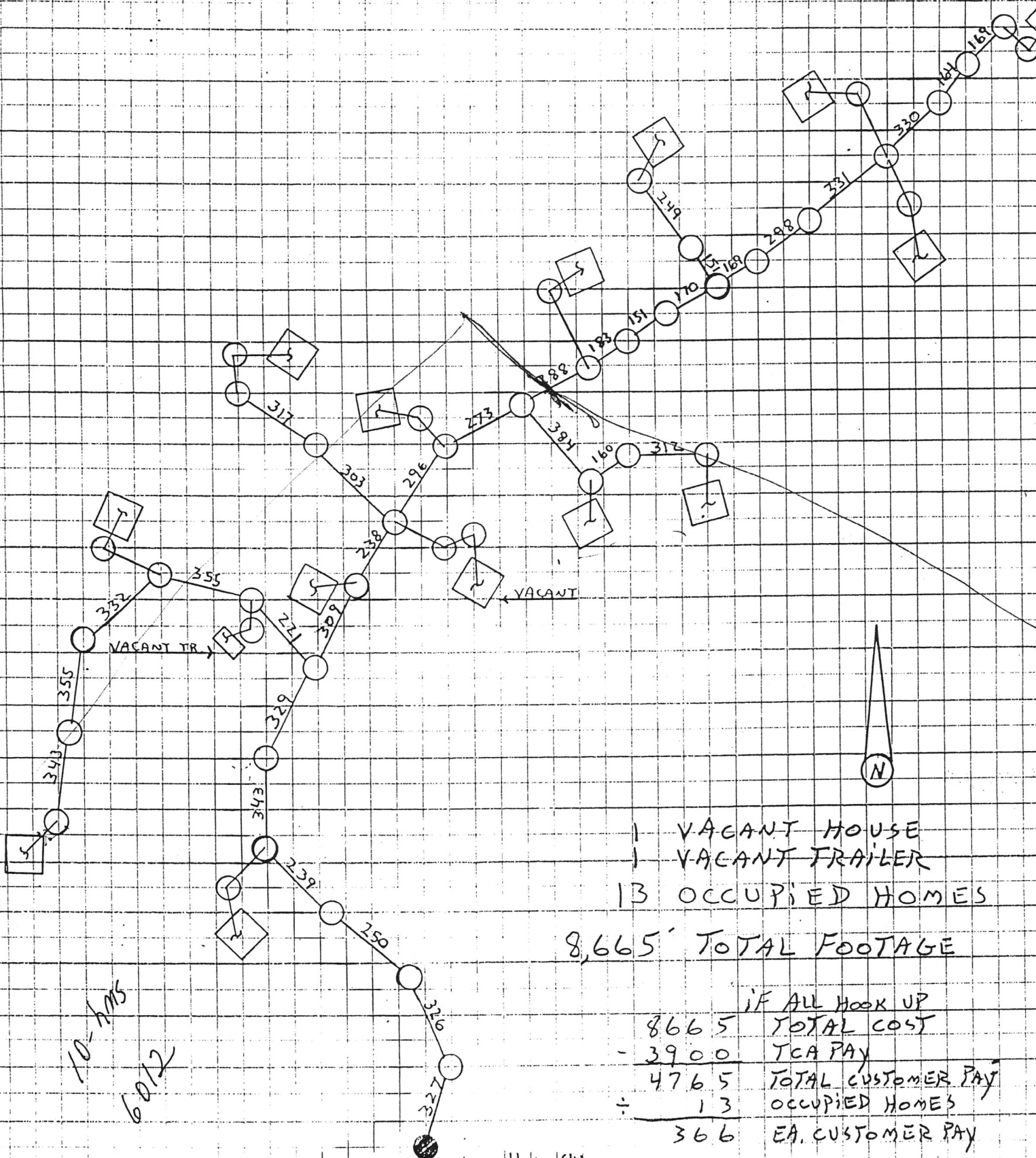
1 VACANT HOUSE  
 7 OCCUPIED HOMES  
 2982' TOTAL FOOTAGE

IF ALL HOOK UP	=
2982	TOTAL COST =
-2100	TEA PAY
882	TOTAL CUSTOMER PAY
=	7 OCCUPIED HOMES
126	EA. CUSTOMER PAY



Amity 2-11-91 Aw

MARCH 12th



- 1 VACANT HOUSE
- 1 VACANT TRAILER
- 13 OCCUPIED HOMES

8,665' TOTAL FOOTAGE

	IF ALL HOOK UP
8665	TOTAL COST
- 3900	TCA PAY
4765	TOTAL CUSTOMER PAY
÷ 13	OCCUPIED HOMES
366	EA. CUSTOMER PAY

10-AMS  
6012

HW 194