

RESOLUTION NO. 2003-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES, FLORIDA AND COMMUNITY CABLE TELEVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Southwest Ranches has adopted Cable Television Ordinance No. 2003-5; and

WHEREAS, the Town Council grants cable television franchises to qualified applicants pursuant to the terms and conditions set forth in Cable Television Ordinance No. 2003-5; and

WHEREAS, the Town Council reviewed the cable television franchise application submitted by Community Cable Television and held two duly noticed public hearings to consider those issues set forth in §166.046(2), Florida Statutes; and

WHEREAS, the Town Council has required Community Cable Television to accept the terms and conditions of Cable Television Ordinance No. 2003-5 and the terms and conditions of the franchise agreement attached hereto as EXHIBIT A; and

WHEREAS, based upon the representations of Community Cable Television, the Town Council hereby grants the attached cable television franchise to Community Cable Television.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida, as follows:

Section 1: The foregoing "WHEREAS" clauses are ratified and incorporated herein.

Section 2: The Town Council hereby grants the attached cable television franchise to Community Cable Television.

Section 3: The franchise granted does not constitute and shall not be construed to constitute a waiver of any rights of the Town of Southwest Ranches or of any obligations of Community Cable Television.

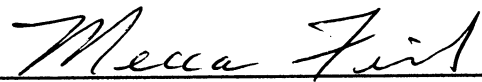
Section 4: The Town of Southwest Ranches hereby reserves any and all rights it may have under applicable law, Cable Television Ordinance No. 2003-5 and the attached Franchise Agreement and the Town of Southwest Ranches' failure to enforce or to compel compliance with any provision of applicable law, Cable Television

Ordinance No. 2003-5 or the attached Franchise Agreement shall not constitute a waiver of such provision or of Community Cable Television's non-compliance.

Section 5: If any section, sentence, clause or phrase of this Resolution, Cable Television Ordinance No. 2003-5, or the attached franchise agreement is held to be invalid or unconstitutional by any court of competent jurisdiction or the Federal Communications Commission, such decision shall not affect the validity of the remaining portions thereof.


Section 6: This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 16th day of January 2003.



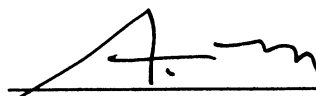
Mecca Fink, Mayor

Attest:



Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA

FRANCHISE AGREEMENT

**CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN TOWN OF SOUTHWEST RANCHES,
FLORIDA AND COMMUNITY CABLE TELEVISION,
MARKETING ITS SERVICES AS AT&T BROADBAND.**

THIS AGREEMENT, effective this 17 day of JANUARY, 2003, is by and between the TOWN OF SOUTHWEST RANCHES, FLORIDA (the "Town") and COMMUNITY CABLE TELEVISION, a Wyoming General Partnership (the "Franchisee").

RECITALS

WHEREAS, pursuant to the Federal Cable Act, Section 166.046, Florida Statutes, and the Town's Cable Television Ordinance (the "Ordinance") the Town may grant or renew a Franchise to construct, operate and maintain a Cable Television System; and

WHEREAS, on July 11, 2002, the Town Council of the TOWN OF SOUTHWEST RANCHES, Florida (the "Council"), adopted a Resolution, which, inter alia, provided for the entry into a Franchise Agreement between the Town and Franchisee that allowed for the continued operation of the Franchisee's Cable System and the provision of Cable Services to residents of the Town; and

WHEREAS, the Town and Franchisee entered into an "agreement to operate" on or about August 2, 2002; and

WHEREAS, Franchisee desires to construct, install, maintain, upgrade, and continue to operate a Cable System in the Town for the provision of Cable Services; and

WHEREAS, the construction, installation, maintenance, and operation of such a Cable System involves the use and occupation of the public rights of way of the Town, over which the Town exercises governmental control; and

WHEREAS, the Town Council evaluated Franchisee's request in light of the requirements of Federal and State law and the Ordinance, and has conducted a public hearing concerning Franchisee's request; and

WHEREAS, the Council has relied on Franchisee's representations both orally made on the record at a public hearing and written and has considered all information presented to it by Franchisee, the Town Staff, the Town's consultants, and the public; and

WHEREAS, based on said representations and information, the Council has determined that a grant of a nonexclusive Franchise to Franchisee to construct, install, maintain, upgrade, and operate a Cable Television System in the Town to provide Cable Services subject to the

terms and conditions set forth herein and in applicable Federal and State law and the Ordinance, is consistent with the public interest; and

WHEREAS, the Town and Franchisee have reached agreement on the terms and conditions of this franchise agreement (the "Franchise Agreement" or the "Franchise").

NOW, THEREFORE, in consideration of the Town's grant of a Cable Television Franchise Agreement to Franchisee to own, construct, install, maintain, upgrade, and operate a Cable System within the Town and to provide Cable Services, and to use and occupy the Public Rights of Way of the Town for that purpose, and in consideration of Franchisee's promise to provide Cable Service to residents of the Town pursuant to the terms and conditions set forth herein and in the Ordinance and other applicable law, and in consideration of the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged, the Franchise is hereby granted and THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

TERMS

Section 1. Definitions.

1.1 Except as otherwise provided herein, the definitions in the Town of Southwest Ranches Cable Television Ordinance, the Federal Cable Act (47 U.S.C. §§ 521, *et seq.*), and Section 166.046(1), Florida Statutes shall control.

Section 2. Grant of Franchise.

2.1 Subject to the terms of this Franchise Agreement, the Ordinance, and applicable federal and state law, the Town hereby grants Franchisee a Franchise for the limited privilege to own, construct, install, maintain, upgrade, and operate a Cable System to provide Cable Services within the entire incorporated area of the Town (the "Franchise Area").

2.2 This Franchise is solely for the provision of Cable Service. The Town's authority to regulate and/or authorize the use of the Public Rights of Way of the Town for the provision of non-cable video or other telecommunications services and/or any service not included under Title VI of the Communications Act of 1934, as amended, as of the effective date of this Franchise Agreement, is not waived, nor shall such authorization to use the Public Rights of Way of the Town for the provision of other than Cable Services be granted or construed to be granted in this Franchise Agreement.

2.3 Where any provision of this Franchise Agreement expressly conflicts with the Ordinance, the express provisions of this Franchise Agreement shall control.

Section 3. Term of Franchise.

3.1 This Franchise shall be for a period of ten (10) years unless otherwise sooner terminated or otherwise extended in accordance with the terms of this Franchise Agreement.

3.2 The Franchise shall commence upon the date of the Council resolution approving the grant of this Franchise Agreement. The parties hereby accept all of the terms and conditions of this Franchise Agreement and the Ordinance.

Section 4. Non-Exclusive Franchise.

4.1 The Franchisee's right to use and occupy the Public Rights of Way shall be non-exclusive, and the Town, in accordance with applicable law, reserves the right to grant a similar Franchise or other use of Public Rights of Way, or any portions thereof, to any person or entity, including the Town, at any time during the term of this Franchise Agreement.

Section 5. Subject to Federal Law, State Law and Local Law.

5.1 This Franchise Agreement is subject to and shall be governed by all terms, conditions and provisions of the Cable Act and the Ordinance and any amendments thereto, and any other applicable provision of federal, state or local law, currently existing or hereafter adopted.

Section 6. Franchisee Subject to Other Laws, Police Power.

6.1 The Franchisee is subject to and agrees to comply with all applicable federal, state and local law, currently existing or hereafter adopted.

6.2 The Franchisee shall at all times be subject to the lawful exercise of the police power of the Town. Nothing in this Franchise Agreement shall be construed as a limitation of the Town's authority to exercise such power in any lawful manner.

Section 7. Reservation of Rights.

7.1 This Franchise may be modified, after public notice and hearing, to the extent required to comply with applicable federal, state and local law, or by mutual written agreement between the parties.

7.2 The Town reserves the right to acquire, purchase, own and/or operate a Cable System to the extent permitted by federal, state and local law.

Section 8. Insurance.

8.1 Franchisee shall obtain and maintain insurance of the types and minimum amounts required herein and in the Ordinance.

8.2 The Town, the Town Council, and the Town's officers, agents, and employees shall be included as additional insured on the Franchisee's comprehensive general liability policy.

8.3 Should Franchisee fail to provide the Town with proof of insurance as required in the Ordinance and herein, Franchisee shall be subject to fines and other remedies, including the revocation of this Franchise, in accordance with section 76 of the Ordinance.

Section 9. Indemnification of the Town.

9.1 In addition to the indemnification obligations set forth in the Ordinance, Franchisee agrees to indemnify, defend and hold harmless the Town, its officers, agents and employees from any and all actions, claims, suits, penalties and judgments for damages at law or equity of any nature whatsoever arising out of or through Franchisee's enjoyment or exercise of its rights granted under this Franchise. This provision includes, but is not limited to, any claim arising out of copyright infringements or a failure by the Franchisee to secure consents from the owners, authorized distributors, or providers of programs to be delivered by the cable system, claims arising out of Section 638 of the Cable Act, 47 U.S.C. § 558, and claims against the Franchisee for invasion of the right of privacy, defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation or any suit, claim or demand for violation of any law that arises from Franchisee's construction, operation, or maintenance of the Cable System in the Town. Nothing in this section shall prohibit the Town from participating in the defense of any litigation by its own counsel and at its own cost. Nothing in the provision shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

9.2 Franchisee's obligations under this section "Indemnification" shall not extend to any claims caused by the gross negligence of the Town, its officers, agents, or employees, or to claims arising from a franchisee's provision of any access channel pursuant to the section "Public, non-commercial, educational, and government access channels and support" in the Ordinance to the extent such claims relate to programming and content on such access channels over which Franchisee has no editorial control.

Section 10. Construction Bond.

10.1 The Franchisee shall comply with Section 25 of the Ordinance.

10.2 Prior to any Cable System construction, upgrade, rebuild, or other work in the streets excluding work connected with normal operation and maintenance of the System, Franchisee shall furnish a construction bond in favor of the Town, in an amount equal to the lesser of the projected cost of construction or One Hundred Thousand (\$100,000.00) Dollars. If such construction bond is not furnished to the Town ten (10) days prior to the start of any such construction, construction shall be delayed until such time as the construction bond is provided in a form reasonably acceptable to the Town Manager. The construction bond must be in a form approved by the Town Manager or his/her designee, which approval shall not be unreasonably withheld. The construction bond shall be maintained until said construction work is completed and activated and for a period of six (6) months thereafter. Franchisee shall notify the Town Manager in writing when it believes the construction has been completed and the date on which it believes the bond may be eliminated pursuant to Section 25 of the Ordinance.

10.3 Should Franchisee fail to perform the construction obligations herein, there shall be recoverable from the bond the cost of rendering the construction area(s) safe and restoring the property.

Section 11. Performance Bond.

11.1 Franchisee shall provide the Town with a performance bond in the amount of One Hundred Thousand Dollars (\$100,000.00) as security for the faithful performance of all provisions of the Franchise Agreement and all applicable federal, state and local law. If such bond is not furnished to the Town within forty-five (45) business days of the date of the Council resolution approving the grant of the Franchise, then Franchisee shall pay to the Town a fine in the amount of One Hundred Dollars (\$100.00) per day, beginning on the 46th day; beginning on the 51st day, Franchisee shall pay to the Town a fine in the amount of Two Hundred Dollars (\$200.00) per day. In the event said bond is not received on or by the 60th day after the Council resolution approving the grant of the Franchise, this Franchise Agreement and the grant of the Franchise may be revoked.

11.2 If thirty (30) calendar days after written notice Franchisee fails to pay to the Town any fees or taxes due and unpaid, or any liquidated damages, damages, costs or expenses that the Town has incurred by reason of any act, omission or default of Franchisee in connection with this Franchise Agreement the Town may immediately withdraw that amount, with interest and any costs, from the performance bond. Upon such withdrawal or claim, the Town shall notify Franchisee in writing of the amount and date of the withdrawal at least three (3) business days prior to a withdrawal.

11.3 Franchisee shall pay the Town the amounts of all claims against said bond within thirty (30) calendar days after notice of such claim, maintaining the bond at its original amount. If Franchisee fails to pay the Town the amount of any claim within thirty (30) days after notice to the Franchisee of the claim paid or fails to restore the bond to its original amount, such failure may be considered a material breach of this Franchise Agreement, and shall constitute grounds for revocation of the Franchise.

11.4 Franchisee is entitled to return of the balance of the performance bond in accordance with section 26 of the Ordinance provided that there is no outstanding default and less any unpaid amounts owed to the Town by Franchisee and any amount that is the subject of a pending dispute between the Town and Franchisee.

11.5 The rights reserved to the Town under this section are in addition to all other rights of the Town, whether reserved in this Franchise Agreement or authorized by other law, and no action, proceeding or exercise of a right with respect to the performance bond will affect any other right the Town may have.

Section 12. Use of Streets.

12.1 Franchisee agrees at all times to comply with and abide by all applicable provisions of the Town Code and the Minimum Standards.

Section 13. Minimum System Facilities and Services.

13.1 Upgrade of Franchisee's Cable System.

13.1.1 By no later than March 31, 2004, Franchisee's Cable System serving the entire Town shall be able to pass frequencies of at least 750 MHZ and be fully operational with a minimum channel capacity of seventy-eight (78) analog video channels and will have the capability of two way communications. The Cable System will be fiber optic rich and will use fiber-to-the-node technology.

13.1.2. The completion of the upgrade shall be certified by an officer of the Franchisee. The Franchisee shall be solely responsible for the cost of such certification. Additionally, Franchisee shall cooperate with the Town in order to allow an independent engineer chosen by the Town to certify completion of the upgrade.

13.1.3. If the upgrade is not completed by March 31, 2004, then the Town will have the right to draw on the Performance Bond for liquidated damages in the amount of \$2,100 per day for each day that the upgrade is not complete beginning on March 31, 2004. If accrued liquidated damages exceed the amount of the posted construction, the franchisee shall pay the balance upon demand.

13.1.4. The Franchisee shall submit to the Town Manager quarterly reports detailing the progress of the system upgrade.

Section 14. Public, Educational, and Governmental Obligations.

14.1 Educational and Governmental Obligations.

Franchisee shall provide one shared educational and governmental channel to the Town. Such channel shall be provided on a "shared" basis with no more than five other entities (currently with the Town of Davie, Lauderdale Lakes, Cooper City, Dania Beach, and The Beacon Council), as long as such channel is fully programmed (which, for this purpose, shall mean fifty percent (50%) of the programming day Monday through Friday between the hours of 7:00 a.m. and 12:00 midnight with non-character generated, non-duplicative, locally produced and non-commercial programming for two (2) consecutive weeks). At any time that this shared channel is not fully programmed, the Franchisee may add other qualifying entities or its own programming as long as the Town's PEG needs, as set forth in this Section, continue to be met. Franchisee agrees to provide upstream video channel capacity to the Franchisee's headend from the locations set forth in section 50 of the Ordinance and in an amount necessary to satisfy the PEG access channel requirements set forth herein.

14.2 Programming of Town Council Meetings, Broward County Commission Meetings, Town Events, and Town Programming. Franchisee shall tape all Town Council Meetings (and Town workshops if the Town so requests within sixty (60) days advanced written notice) and shall cablecast the Town Council Meetings (and Town workshops if the Town so requests) at times and dates certain to be mutually determined by the parties. Franchisee, shall

also cablecast Broward County Commission meetings. Franchisee, upon no less than three (3) weeks advanced written notice, shall tape no less than five (5) Town events per year (including the Town of Southwest Ranches Family Day) and cable cast such Town events at times and dates certain to be mutually determined by the parties. Franchisee shall cablecast Town educational and governmental programming upon reasonable request of the Town. The Town must submit Town educational and governmental programming tapes to the Franchisee at least two (2) weeks in advance. Franchisee shall cablecast character generated educational and governmental messages on the PEG channel to provide the Town with a "community bulletin board." The Town may submit such messages to the Franchisee who shall ensure that they will be timely posted to the community bulletin board.

14.3 Additional PEG Channel. If any time during the term of this Franchise the Town believes that it is able to program more than six (6) hours per day Monday through Friday between the hours of 7:00 a.m. and 12:00 midnight with non-character generated, non-duplicative, locally produced (and non-commercial) programming for six (6) consecutive weeks, the Franchisee shall provide the exclusive use of an educational and government channel within six (6) months of receipt of written request from the Town that will include detailed documentation evidencing that Town programming will meet the criteria set forth in this subsection. Any available time on the additional PEG channel not programmed by the Town shall be offered to the Franchisee for its use. In the event the programming falls below the specified level of six (6) hours per day Monday through Friday for a period of eight (8) consecutive weeks, the Town agrees that the Franchisee shall have the right to deactivate this additional PEG channel.

14.4 Costs of PEG Services and Equipment.

Franchisee agrees not to "pass through" the costs associated with the provisioning of the actual physical PEG channel(s) as required in section 51 of the Ordinance as external costs (47 CFR 76.922(f)) to the subscribers. Franchisee hereby agrees that the facilities, equipment, services, and all other support to be provided by Franchisee pursuant to this Section 14 constitute capital costs, which are required by the franchise agreement to be incurred by Franchisee for public, educational, or governmental access facilities within the meaning of Section 622(g)(2)(C) of the Cable Act, 47 U.S.C. sec. 542(g)(2)(C); that such grant does not constitute a franchise fee within the meaning of the Cable Act, state law, the Ordinance, or this Franchise Agreement; and that the Franchisee hereby waives, and will not assert in any succeeding, any claim to the contrary.

14.5 All signals received for transmission that contain closed circuit captioning information for the hearing impaired shall in turn contain such information in the form received when transmitted by Franchisee to its subscribers of the System.

14.6 Franchisee shall comply fully with all applicable laws concerning handicapped or disabled persons.

Section 15. Technical Standards.

15.1 Franchisee shall maintain and operate its Cable System, at a minimum, in full compliance with all applicable federal, state and local laws and in compliance with section 41 of the Ordinance.

Section 16. Proof of Performance Tests.

16.1 Franchisee shall comply with section 42 of the Ordinance concerning the inspections and proof of performance tests.

Section 17. Lock-out Devices.

17.1 Franchisee agrees to comply with section 46 of the Ordinance.

Section 18. Commercial Leased Access and Program Access.

18.1 Franchisee agrees to comply with section 47 of the Ordinance.

Section 19. Emergency Use of Facilities.

19.1 Franchisee shall, at minimum, comply with all FCC rules and regulations and section 48 of the Ordinance.

19.2 Franchisee shall provide standby power generating capacity at the Cable System headend and be capable of providing at least two (2) hours of emergency power supply.

Section 20. INET.

20.1 Upon the completion of the Town's Equestrian Park and Public Safety Center, Franchisee, upon request of the Town, shall make a proposal to the Town for the installation, operation, and maintenance of, an Institutional Network.

20.2 The INET shall, if requested by the Town, interconnect all of the government, public safety, and social service buildings and schools and the Equestrian Park with technical facilities to be determined jointly by the Town and the Franchisee.

20.3 Notwithstanding the requirements of subsection 49.3 of the Ordinance, Franchisee may "pass through" to subscribers costs related to the INET as external costs.

Section 21. Line Extension Policy.

21.1 Provided that the requesting person gives Franchisee access to his/her premises in order to furnish, maintain and/or continue to offer Cable Service to that person, Franchisee shall, throughout the Term of this Franchise Agreement, promptly furnish, maintain, and/or continue to provide all Cable Services distributed over the System to any person at his/her place of residence within the Franchisee's Franchise Area.

Section 22. Franchisee Fee.

22.1 The parties recognize that on the Effective Date of this Franchise Agreement, the Florida Communications Services Simplification Tax Act preempts the Town from collecting a cable television services franchise fee. If, however, the Florida Communications Services Simplification Tax Act is amended or repealed so that a local franchising authority is allowed to impose and collect franchise fees, then the Town shall be permitted to collect the maximum Franchise Fee authorized by applicable law.

Section 23. Right to Inspect Records and Facilities.

23.1 Franchisee shall maintain a complete set of books and records, including plans, engineering, accounting, financial, statistical, and customer service records as is required by section 53 of the Ordinance for a period of not less than seven (7) years.

23.2 The Town shall provide all books and records that it inspects under this Section with the degree of confidentiality such books and records are entitled to under federal and state law. Franchisee's books and records shall not constitute public records, except to the extent required by federal and state law.

Section 24. Customer Service Requirements and Performance Evaluation.

24.1 Franchisee shall comply with all customer service protection provisions of the Ordinance, including but not limited to sections 58 and 59. However, with regard to the requirement of section 58.1 of the Ordinance concerning the location of an office, Franchisee may maintain an office within fifteen (15) miles of the corporate limits of the Town.

24.2 The Town may conduct periodic performance evaluations of Franchisee, as set forth in section 72 of the Ordinance.

Section 25. Cable Home Wiring Commitments.

25.1 Franchisee shall comply with section 60 of the Ordinance.

Section 26. Town Purchase of Cable System.

26.1 In the event of termination of the Franchise Agreement, by termination, expiration, or otherwise, the Town may, upon the recommendation of the Town Manager and the approval of the Council, acquire ownership of and operate Franchisee's Cable System in accordance with section 76.1.7 of the Ordinance.

Section 27. Modification of Franchise.

27.1 Franchisee shall file a request with the Town for any modification of this Franchise Agreement in accordance with section 13 of the Ordinance.

Section 28. Transfer of Franchise.

28.1 Franchisee shall file an application to transfer or to change control of a franchise or its Cable System in full compliance with section 16 of the Ordinance and in accordance with the following procedures.

28.2 At least one hundred twenty (120) days prior to the contemplated effective date of a transfer, Franchisee shall submit to the Town a completed application for approval of the transfer. Such application shall include the following:

28.2.1. A statement of the reason for the transfer.

28.2.2. The name, address and telephone number of the contemplated transferee.

28.2.3. A detailed statement of the corporate or other business entity organization of the proposed transferee, including but not limited to the following:

28.2.3.1. A detailed and complete audited financial statement of the proposed transferee for the three (3) fiscal years immediately preceding the date of the request for transfer approval, prepared by a certified public accountant if audited statements were made, or a letter or other acceptable evidence in writing from a duly authorized officer of the proposed transferee setting forth a clear and accurate description of the amount and sources of funding for the proposed transaction and its sufficiency to provide whatever capital shall be required by the proposed transferee to construct, install, rebuild, maintain and operate the proposed Cable System in the Town. If the proposed transferee has not been in existence for a full three (3) years, the proposed transferee shall submit a certified financial statement for the period of its existence.

28.2.3.2. A description of all previous experience of the proposed transferee in operating Cable Systems and providing Cable Services or related or similar services, including a statement identifying, by place and date, any other cable television franchises awarded to the proposed transferee, its parent, subsidiaries, or affiliates in the State of Florida; the status of said franchises with respect to the capacity of the Cable System, the anticipated completion date, and any pending legal action.

28.2.3.3. Upon request from the Town and if such pro forma financial plan has been prepared, a detailed pro forma financial plan describing for each remaining year of the Franchise, the projected number of subscribers, rates, all revenues, operating expenses, capital expenditures, depreciation schedules, income statements, and statement of sources and uses of funds. Where the transfer is part of a larger transaction and such information is not prepared for the single system in the Town, the proposed transferee may provide such information on a consolidated basis including the system in the Town, but shall provide information on the size of the Town Cable System, in terms of number of subscribers, relative to the transaction, so that pro rata estimates may be made.

28.2.3.4. A detailed description of the proposed plan of operation of the proposed transferee, which shall include, but not be limited to the following:

28.2.3.4.1. A detailed map indicating all new areas proposed to be served, a proposed time schedule for the installation of all equipment necessary to become operational throughout the new areas to be served.

28.2.3.4.2. For informational purposes a statement or schedule setting forth all proposed classifications of subscriber rates and charges for each of any said classifications, including installation charges, service charges, special, extraordinary, or other charges.

28.2.3.4.3. Upon request, the terms and conditions of the Franchise Agreement between the transferor and proposed transferee relating to the operation of the Cable System in the Town.

28.2.3.4.4. A statement of acceptance signed by a duly authorized officer of the proposed transferee, if such transferee will be the holder of the Franchise, of all of the terms and conditions of the Ordinance, and this Franchise Agreement. If such transferee is not the holder of the License, such transferee will sign an acknowledgement ensuring compliance by the Franchisee with this Franchise Agreement.

28.2.3.4.5. A statement of acceptance of all liabilities arising under the existing Franchise whether known or unknown.

28.2.3.4.6. A plan of compliance to cure violations of the Ordinance, and this Franchise Agreement, if applicable.

Section 29. Renewal of Franchise.

29.1 Any renewal of this Franchise Agreement shall be in accordance with the Cable Act, state law and the Ordinance.

Section 30. Rates.

30.1 Nothing in this Franchise Agreement shall prohibit the Town from regulating rates, service, installation, disconnection, and equipment rental to the full extent permitted by and consistent with state and federal law and in accordance with section 65 of the Ordinance.

Section 31. Enforcement Remedies.

31.1 In addition to any other remedies available at law or equity, except as otherwise specifically provided in this Franchise Agreement, the Town may impose fines for any violation of the Ordinance or this Franchise Agreement, and/or other remedies pursuant to sections 71, 73, and 74 of the Ordinance.

Section 32. Termination; Right of Termination; Procedures.

32.1 This Franchise Agreement is subject to termination pursuant to sections 75 and 76 of the Ordinance.

Section 33. Acceptance.

33.1 Franchisee hereby accepts all terms and conditions of the Ordinance and the Franchise Agreement.

Section 34. No Opposition.

34.1 By execution of this Franchise Agreement, the Franchisee accepts and agrees to comply with each and every provision of the Ordinance and this Franchise Agreement.

34.2 Furthermore, the Franchisee acknowledges and accepts the legal right of the Town to grant the Franchisee the right to enter into this Franchise Agreement and to enact and enforce laws, ordinances, and regulations related to this Franchise Agreement.

34.3 Franchisee agrees that this Franchise Agreement was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise claim to the contrary, or allege in any claim or proceeding by the Franchisee against the Town that any provision, condition, or term of the Ordinance or this Franchise Agreement at the time of the acceptance of this Franchise Agreement was unreasonable, arbitrary, or inconsistent, or that at the time of the acceptance of this Franchise Agreement any such provision, condition, or term was void or that the Town had no power or authority to make or enforce any such provision, condition, or term.

34.4 If any part, section, subsection, or other portion of this Franchise Agreement or any application thereof is declared void, unconditional, or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof, shall be severable and the remaining provisions of this Franchise Agreement, and all applications thereof not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

34.5 The Town declares that no invalid or prescribed provision or application was an inducement to the acceptance of this Franchise Agreement, and that it would have accepted this Franchise Agreement regardless of the invalid or prescribed provision or application.

Section 35. Execution in Counterpart.

35.1 This Franchise Agreement may be executed in counterpart.

Section 36. Miscellaneous.

36.1 Notices. Whenever under the provisions of this Franchise Agreement, notice is required or permitted to be given, it shall be in writing and shall be deemed given either when

delivered personally, or by courier, or by facsimile machine with printed transmittal confirmation sheet, or three days after mailing, postage prepaid by registered or certified mail, return receipt requested, addressed to the party for whom it is intended with copies provided to the address set forth below or to such other addresses as a party shall hereafter designate in writing to another party.

36.1.1. If to the Town of Southwest Ranches to:

Mr. John Canada,
Town Administrator
6589 SW 160th Avenue
Southwest Ranches, Florida 33331
954 434-0008

36.1.2. with a copy to:

Allison K. Hift, Esq.
Becker & Poliakoff, P.A.
5201 Blue Lagoon Drive
Suite 100
Miami, Florida 33126
305-262-4433

36.1.3. If to Community Cable Television to:

V.P., Law and Local Government Affairs
2501 S.W. 145 Avenue, Suite 200
Miramar, Florida 33027

36.1.4. with a copy to:

Philip J. Kantor, Esq.
Duane Morris LLP
200 South Biscayne Boulevard, Suite 3400
Miami, Florida 33131-3397
305-960-2200

36.2 Recitals. The Recitals set forth above shall be deemed true and correct and shall be deemed a part of this Franchise Agreement as if those Recitals had been set forth in full in the "Terms" portion of this Franchise Agreement.

36.3 No Waiver. Nothing contained in this Franchise Agreement shall cause the failure of either party to insist upon strict compliance with any covenant, obligation, condition or agreement contained in this Franchise Agreement to operate as a waiver of, or estoppel with

respect to, any such covenant, obligation, condition or agreement. Waiver by any party of any breach of any provision of this Franchise Agreement shall not be considered as, nor constitute a continuing waiver or waiver, breach or cancellation of, any other breach of any provision of this Franchise Agreement.

36.4 Cumulation of Remedies. The remedies contained in this Franchise Agreement are cumulative and do not preclude the existence of any other remedies whether specifically provided for in this Franchise Agreement or which are provided for by law or equity in the event of a breach of this Franchise Agreement.

36.5 Captions. Captions contained in this Franchise Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this Franchise Agreement or the intent of any provision of this Franchise Agreement.

36.6 Construction. In the construction of this Franchise Agreement, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular, and the masculine gender includes the feminine and neuter genders.

36.7 Covenants. The parties to this Franchise Agreement agree that all of the provisions of this Franchise Agreement are to be construed as covenants and agreements as though the words imparting such covenants and agreements were used in each separate provision of this Franchise Agreement.

36.8 Interpretation. Neither this Franchise Agreement nor any uncertainty or ambiguity in this Franchise Agreement shall be construed or resolved against any party, whether under any rule of construction or otherwise. No party to this Franchise Agreement shall be considered the draftsman. The parties acknowledge and agree that this Franchise Agreement has been reviewed, negotiated, and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties to this Franchise Agreement. Whenever the words "include," "includes," or "including" are used in this Franchise Agreement, they shall be deemed to be followed by the words "without limitation."

36.9 No Third Party Beneficiaries. The parties have entered into this Franchise Agreement solely for their own benefit. They intend no third person or party to be able to rely upon nor enforce this Franchise Agreement nor any part of this Franchise Agreement.

36.10 Submission Not an Offer. The submission of this Franchise Agreement for examination does not constitute an offer to enter into a contract. This Franchise Agreement shall become effective only upon the mutual signing and delivery of this Franchise Agreement by the parties.

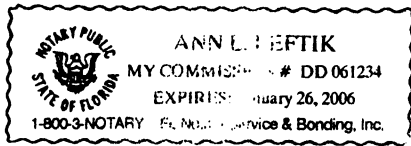
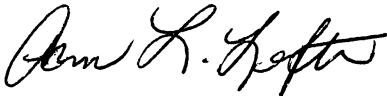
36.11 Time Is of the Essence. Time is of the essence in this Franchise Agreement, and each and all of its provisions.

36.12 Governing Law. This Franchise Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules.

36.13 Jurisdiction and Venue. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the Florida state courts in and for Broward County, Florida and the Federal Courts in and for the Southern District of Florida. The parties waive all rights to trial by jury in any action or proceeding instituted in connection with this Franchise Agreement. The parties agree not to raise the defense of forum non conveniens.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

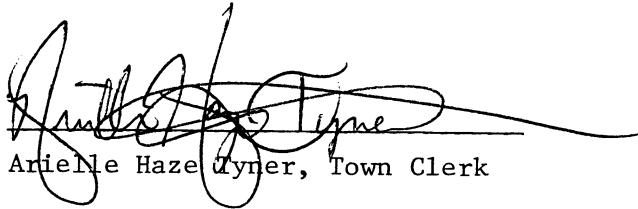
ATTEST:



COMMUNITY CABLE TELEVISION

By: Allen Filipiak, Senior Vice President
Date: 11/15/02

ATTEST:




Arielle Haze Tyner, Town Clerk

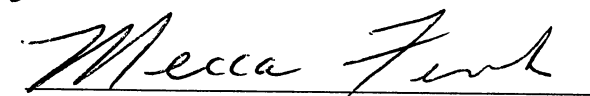


Arielle Haze Tyner
Commission # DD 021654
Expires April 30, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

TOWN OF SOUTHWEST RANCHES



John Canada, Town Administrator

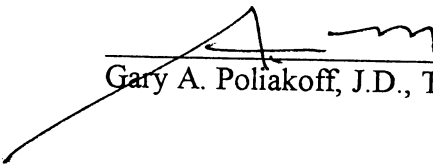


Mecca Fink, Mayor

4 day of March, 2003

APPROVED AS TO FORM
AND CORRECTNESS:

17 day of JANUARY, 2003



Gary A. Poliakoff, J.D., Town Attorney