

13.0800

**CABLE TELEVISION FRANCHISE
FOR CHARTER COMMUNICATIONS ORDINANCE
TOWNSHIP OF GRAND HAVEN, MICHIGAN
ord. no. 403, eff. April 17, 2005**

An Ordinance to authorize the granting of a non-exclusive Cable Television Franchise to CC Michigan, L.L.C., doing business as Charter Communications.

THE TOWNSHIP OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN
ORDAINS:

13.0801 **Sec. 1**

The Township Board of the Charter Township of Grand Haven hereby authorizes the granting of a non-exclusive cable television franchise to CC Michigan, L.L.C., doing business as Charter Communications, pursuant to the terms set forth in the Charter Township of Grand Haven, Michigan Nonexclusive 2004 Cable Television Franchise with CC Michigan L.L.C. d/b/a/ Charter Communications, attached hereto.

13.0802 **Sec. 2**

The Township Supervisor, Township Clerk, Township Superintendent, and Special Counsel are hereby authorized and directed to take all actions necessary to effect and implement the Charter Township of Grand Haven, Michigan Nonexclusive 2004 Cable Television Franchise with CC Michigan, L.L.C.

13.0803 **Sec. 3 Repealed Ordinances**

Ordinance number 30 titled the "Community Antenna Television Systems Licensing Ordinance" of 1979, as amended, Ordinance number 191 of 1994 that adopted regulations and procedures of basic cable television regulation, and Ordinance number 300 of 1998 that granted transfer of a cable system franchise, are hereby repealed in their entirety.

13.0804 **Sec. 4**

This ordinance shall be effective thirty (30) days following publication.

CHARTER TOWNSHIP OF GRAND HAVEN, MICHIGAN

NON-EXCLUSIVE

2004 CABLE TELEVISION FRANCHISE

WITH

CC MICHIGAN, L.L.C.

d/b/a

CHARTER COMMUNICATIONS

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THIS FRANCHISE made and entered into as of the effective date set forth in Section 14.14 by and between the CHARTER TOWNSHIP OF GRAND HAVEN, a municipal corporation duly organized under the laws of the State of Michigan (hereinafter called "Municipality") and CC Michigan, LLC, a Delaware limited liability corporation d/b/a Charter Communications, (hereinafter referred to as "Company").

WITNESSETH

WHEREAS, Company currently provides cable service in Municipality under a pre-existing cable franchise or similar rights, and

WHEREAS, application or request has been duly made by Company for renewal of such franchise with amendments such as to conform said franchise to federal statutes, rules and regulations governing cable television systems; and

WHEREAS, Company represents that it will provide adequate service to the residents of Municipality; and

WHEREAS, Municipality has negotiated this franchise renewal jointly with those other municipalities served by Company that are listed on Exhibit A, and in such negotiations has reached agreement with Company on this form of franchise, and

WHEREAS, Municipality has duly considered and concluded that renewal of the franchise on the terms set forth herein is in the public interest and would meet the needs and interest of the community; and

WHEREAS, Municipality has afforded the public adequate notice and an opportunity for comment on this renewal franchise.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1 DEFINITIONS

1.1 Additional Insureds shall have the meaning defined in Part 6.

1.2 Affiliate and Affiliated shall mean any entity controlling, controlled by or under common control with the entity in question.

1.3 Authorized Area shall mean the entire area from time to time within the corporate limits of Municipality, excluding, however, areas that are within such limits solely due to agreements executed under the authority of Michigan Act 425 of 1984 unless the Act 425 agreement so provides as to Cable Service and Company agrees.

1.4 Cable Services shall mean only:

1.4.1 The one-way transmission to subscribers of (i) video programming, or (ii) other programming services, and

1.4.2 Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming services,

where "video programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.5 Cable Television Business shall mean the provision by the Company of Cable Services by means of the Cable Television System.

1.6 Cable Television System or Cable System or System shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Services but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves only subscribers in 1 or more multiple unit dwellings unless such facility uses any public right of way, (iii) a facility of a common carrier which is subject in whole or in part to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of Section 621(c) of such Act, 47 U.S.C. Section 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (iv) an open video system that complies with Section 653 of Title VI of the Communications Act of 1934, as amended; or (v) any facilities of any electric utility used solely for operating its electric utility system.

1.7 Capital Facilities shall mean PEG Channel related facilities and equipment including lines, studios, production facilities, editing facilities, audio equipment and cameras or other property having a useful life of more than one year, as well as any related expenditures consistent with generally accepted accounting principles which increase or add to the value of the facilities or equipment, adapt the facilities or equipment to new or different uses, or maintain, restore, extend or prolong the useful life of such facilities or equipment.

1.8 Company shall have the meaning set forth in the recitals at the start of this Franchise.

1.9 County shall mean the County of Ottawa, a municipal corporation, including but not limited to its Road Commission.

1.10 Effective Date shall be the date in Section 14.14.

1.11 Event of Default shall have the meaning defined in Part 11.

1.12 FCC shall mean Federal Communications Commission.

1.13 Franchise shall mean this document.

1.14 Gross Revenues shall mean all amounts received (i.e.—computed on a cash basis, not an accrual basis) by Company, (or in the circumstances described below an Affiliate of Company) in whatever form and from all sources which are in connection with or attributable to Company's provision of Cable Services by means of the Cable System.

1.14.1 Gross Revenues shall be determined according to generally accepted accounting principles and shall include, without limitation, all subscriber and customer revenues derived from the provision of Cable Services (including those for basic cable services; additional tiers; premium services; pay per view; program guides; installation, disconnection or service call fees; fees for the provision, sale, rental or lease of converters, remote controls, additional outlets and other customer premises equipment); revenues from the use of leased access channels; revenue from advertising (national, regional or local) carried on the Cable System in Municipality; revenues received from home shopping services (or similar commissions); and revenues from entities providing programming used on the Cable Television System (excluding launch fee reimbursement).

1.14.2 Gross Revenues shall include amounts received during a period regardless of whether the amounts are initially recorded or received by an Affiliate of Company, if such amounts are properly attributable to Company's provision of Cable Services by means of a Cable System.

1.14.3 Advertising revenues, tower rental revenues associated with Cable Service, Home Shopping Network revenues or other Cable Services revenues whose source cannot be specifically identified with a particular subscriber shall be allocated among the units of government served by Company from the Cable System "head-end" serving Municipality in proportion to the number of subscribers in each.

1.14.4 Gross Revenues shall include amounts collected from subscribers for franchise fees in a manner consistent with City of Dallas v. FCC, 118 F. 3d 393 (5th Cir. 1997) but shall not include bad debt, any taxes on services provided by Grantee (such as sales taxes) the FCC per subscriber cable regulatory fee or recovery by Company of the grants set forth in Section 5.3.

1.15 Indemnitees shall have the meaning defined in Section 6.2.

1.16 Institutional Network or I-Net means the fiber optic communications network described in Sections 5.7 and 5.8 and Exhibit I to be constructed and operated by Company for the provision to I-Net Users of Institutional Network Services.

1.17 Institutional Network Services means the provision of usable bandwidth capacity to I-Net Users through appropriate lines for applications including but not limited to two-way dedicated voice, data, video and telephony channels connecting and interconnecting facilities owned, leased or used by Municipality, schools, counties or other units of local government.

1.18 I-Net User means Municipality and any school, county or unit of local government designated by Municipality to receive Institutional Network Services under this Franchise.

1.19 Manager shall mean Township Supervisor or his or her designee.

1.20 Municipality shall have the meaning set forth in the recitals at the start of this Franchise.

1.21 Municipal Building shall have the meaning set forth in Section 2.8.

1.22 Municipal Charter shall mean Municipality's locally adopted charter, if Municipality has a locally adopted charter, and otherwise means its statutory charter.

1.23 Normal Business Hours shall have the meaning set forth in Section 4.13.

1.24 Normal Operating Conditions shall mean those service conditions which are within the control of Company. Those conditions that are not within the control of Company include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Company include, but are not limited to, special promotions, pay-per-view events, rate increases, regular or seasonal demand periods, changes in the billing cycle, and maintenance or upgrade of the Cable Television System.

1.25 PEG Channels shall have the meaning set forth in Section 5.1.5.

1.26 Prior Franchise shall mean the authorization(s) in effect prior to this Franchise which authorized Company to provide Cable Services in Municipality, including all amendments thereto.

1.27 Public Ways shall mean all dedicated public rights-of-way, streets, highways, and alleys. Public Ways shall also include public rights-of-way, streets, highways, and alleys that have not been dedicated to the public to the extent that despite such non-dedication Municipality has the ability to grant the rights set forth herein.

1.28 School System shall mean the public K-12 school district serving Municipality, and shall include multiple such districts if more than one serve portions of Municipality.

1.29 Service Interruption shall have the meaning set forth in Section 4.18.

1.30 Uncured Event of Default shall have the meaning defined Part 11.

1.31 Virtual Local Area Network or VLAN shall have the meaning defined in Section 5.9.

2 GRANT OF RIGHTS

2.1 Permission/Franchise: Subject to all the terms and conditions contained herein, to the Municipal Charter and to Municipal ordinances as from time to time in effect pursuant to a proper exercise of the police power, Municipality hereby grants Company permission to erect, construct, install and maintain a Cable Television System in, over, under, along and across the Public Ways in the Authorized Area and to transact a Cable Television Business in such area.

2.1.1 This Franchise is a contract and except as to those changes which are a result of Municipality's exercise of its general police power, Municipality may not take any unilateral action which materially changes the explicit mutual promises in this Franchise. Any amendments to this Franchise must be made in writing and signed by Company and Municipality. In an event of any conflict as of the Effective Date between this Franchise and any cable television ordinance or regulation of Municipality, this Franchise shall prevail.

2.2 Nonexclusive: This Franchise and all rights granted thereunder are nonexclusive. Municipality reserves the right to grant such other and future franchises as it deems appropriate. This Franchise does not establish any priority for the use of the public rights of way by Company or by any present or of future franchisees or other permit holders. In the event of any dispute as to the priority of use of the public rights of way, the first priority shall be to the public generally, the second priority to Municipality, County, the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees and other permit holders, as reasonably determined by Municipality (or where applicable, the County Road Commission) in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

2.3 Programming Services: Company shall include in the video programming it offers subscribers a broad range of programming services including local broadcasters in accordance with federal must carry/retransmission consent (or subsequent similar) requirements and other programming services offering in total a broad range of programming diversity.

2.4 Access to Service: Company shall not deny service, deny access, or otherwise discriminate on the availability or rates, terms or conditions of Cable Services provided to subscribers or potential subscribers on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, location within Municipality, or status with regard to public assistance. Company shall comply at all times with all applicable federal, state and local laws and regulations relating to nondiscrimination. Company shall not deny or discriminate against any group of actual or potential subscribers in Municipality on access to or the rates, terms and conditions of Cable Services because of the income level or other demographics of the local area in which such group may be located.

2.5 Universal Service: Subject to the next section and its rates for service as from time to time in effect, Company shall make Cable Services available to any and all persons requesting same within the Authorized Area.

2.6 Line Extension: No line extension charge or comparable charge shall be imposed on any current or potential subscriber for

2.6.1 "Drops" from the distribution portion or tap on the Cable Television System to the subscriber's residence premises of at least one hundred and fifty (150) feet in length and up to three hundred (300) feet in length if the signal strength at that point on the Cable System will allow a drop of such length without additional equipment.

2.6.2 Extensions of the Cable System where the extension would pass 25 residences per linear strand mile of cable, as measured from Company's closest trunk line or distribution cable, or the extension otherwise satisfies Company's internal return on investment standard. Upon request, Company will consult with Municipality on the following:

2.6.2.1 The proposed extension, and how it is determined;

2.6.2.2 Economic and/or technical requirements of the extension; and

2.6.2.3 Alternatives to the proposed route/design or other pertinent factors or means by which the preceding standards (e.g. return on investment) would be met.

2.6.3 The preceding shall apply whether the cable would be located in Public Ways or in private ways/easements (the latter being generally available to Company under its statutory ability to use existing utility easements for cable purposes). However for line extensions involving new subdivisions, planned unit developments or the like, the preceding formula shall be applied using the number of dwelling units authorized therein.

2.7 Construction Timetable: As new or additional areas of Municipality meet the dwelling units/mile standard, Company shall initiate procedures to extend the Cable Television System to such areas within 90 days of (a) a request for service from such an area, (b) the area meeting the standard and (c) Company obtaining any agreements to use private property necessary to extend the Cable System. Company shall complete the extension within 180 days of the preceding three requirements having been met, unless additional time is needed due to winter construction or other events beyond Company's control.

2.7.1 As Municipality may from time to time reasonably request, Company shall investigate and respond in writing whether areas within Municipality do/do not meet the standard of the preceding section.

2.8 Complimentary Service: Where the following are within 150 feet of Company's Cable Television System (or otherwise serviceable in accordance with standard cable industry practice), Company will provide without any installation charge or monthly charge one free outlet in each Municipal Building; in each accredited public, private and parochial K-12 school; and will allow Municipality and each such school at their expense, but in compliance with FCC Rules on technical standards for cable systems, to extend such service to some or all offices, rooms and classrooms, but not to residences or school dormitories. None of the preceding shall be charged any fee during the term of this Franchise for those channels comprising (1) basic

service, or (2) cable programming services, which is commonly known as expanded basic service, (as such terms are defined in the Federal Cable Act as of the Effective Date, 47 U.S.C. Sections 522 (3) and 543 (1)(2)), however, recipients of the preceding complimentary service shall pay Company's normal charges for any digital converter boxes necessary to view the programming in question.

2.8.1 For Municipal Buildings and schools located more than 150 feet from Company's Cable Television System (and not otherwise serviceable in accordance with standard cable industry practice), Municipality or the school shall pay the incremental cost of any extension or drop beyond the 150 foot standard.

2.8.2 For the purpose of this Section, A Municipal Building shall mean a building both (a) owned or leased and (b) used by Municipality.

2.8.3 Exhibit J sets forth where Company is providing free service to Municipal Buildings and school buildings as of the Effective Date. If there are other Municipal Buildings or school buildings which on or after the Effective Date meet the standards set forth above for receiving complimentary service (but which are not receiving such service on the Effective Date) then Municipality or the school may require service to such buildings in the future.

2.9 Uniform Rates: Company's rates for service shall comply with federal law regarding having a uniform rate structure.

2.10 Number of Channels: Company shall provide on the Cable System at least the number of programmed and activated channels set forth on Exhibit A, minus three (3) channels.

2.11 Interconnection: For the City of Hudsonville, Holland Township, Park Township, City of Zeeland, Zeeland Township, Laketown Township and Plainfield Township Company shall continue to use best efforts to provide the existing (or in the event of Plainfield Township, planned) interconnection of the Cable Television System with another cable television system (such as for the transmission and receipt of PEG Channels). The maintenance and repair of the interconnect shall be the responsibility of Company and the other cable provider, not Municipality.

2.12 Continuity of Service: Company shall interrupt the provision of service only with good cause and for the shortest time possible and, except in emergency situations, after periodic cablecasting (if practicable) of notice of service interruption, including at the same time as the anticipated interruption, except that service may be interrupted between 1:00 a.m. and 6:00 a.m. for routine testing, maintenance and repair, without notification, any night except Friday, Saturday, or Sunday, or the night preceding a holiday.

2.13 Emergencies: Municipality may remove or damage the Cable Television System in the case of fire, disaster, or other emergencies, as determined by the Mayor, Supervisor, Manager, Police Chief, Fire Chief or Director of Public Safety. In such event neither the Municipality nor any agent, contractor or employee thereof shall be liable to the Company for

any damages caused to the Company or the Cable Television System, such as for, or in connection with, protecting, breaking through, moving, removal, altering, tearing down, or relocating any part of the Cable Television System, unless they are the result of gross negligence or willful misconduct by Municipality.

2.14 Alert System: Company shall include an all channel alert system so as to allow simultaneous audio and character generated emergency announcements on all channels in keeping with FCC regulations. Municipality and Company will separately agree on the procedures for Municipality or the applicable County Emergency Director to follow to expeditiously use such facility in the event of an emergency and Municipality shall hold Company harmless for any harm caused Company by the improper use of such alert system by Municipality.

2.15 Backup Power: Company shall provide continuous backup or standby electric power (such as from batteries or from electric generators) at locations on Company's Cable Television System which experience more than 12 hours of outages per year, excluding storms and major outages, such that that portion of the Cable Television System will operate for at least two hours even if electric service from conventional utility lines is interrupted. The Cable System shall have an electric generator with automatic start capability to provide electric service to the head-end and associated equipment. If certain areas served by the Cable Television System experience persistent outage problems, Company will promptly take action to prevent such problems from recurring. The preceding two sentences shall not apply to the Cities of Ewart, Sault Ste. Marie, Au Sable Township, Baldwin Township or St. Ignace (nor that portion of Zeeland Township and Milton Township which on the Effective Date is not upgraded) until their cable systems are upgraded.

2.15.1 Except in an emergency Company or an Affiliate may not use a permanent or semi-permanent internal combustion engine (such as a gasoline or natural gas powered electric generator) to provide backup power at any point or points on the Cable Television System (other than inside buildings or on land owed or leased by Company or an Affiliate) without Municipality's prior written approval. Such approval may be granted subject to conditions, such as relating to testing times (e.g., not in the middle of the night), screening, noise levels, and temperature and safe discharge of hot exhaust gases.

2.16 Compliance with Applicable Law: In constructing, maintaining and operating the Cable Television System, Company will act in a good and workmanlike manner, observing high standards of engineering and workmanship and using materials of good and durable quality. Company shall comply in all respects with the National Electrical Safety Code (latest edition) and National Electric Code (latest edition); all standards, practices, procedures and the like of the FCC; the lawful requirements of other utilities whose poles and conduits it uses; and all applicable federal, state and local laws. The phrase Alatest edition in the preceding sentence shall mean that at the time the work is performed Company shall comply with the latest edition of such codes then in effect, except where such codes expressly require changes or modifications to work previously done/facilities currently in existence.

2.17 Maintenance and Repair: Company will keep and maintain a proper and adequate inventory of maintenance and repair parts for the Cable Television System, and a workforce of skilled technicians for its repair and maintenance.

2.18 Other Permits: This Franchise does not relieve Company of the obligation to obtain permits, licenses and other approvals from Municipality or other units of government, such as the County Road Commission, which are necessary for the construction, repair or maintenance of the Cable Television System or provision of Cable Services; or from compliance with applicable municipal ordinances such as zoning and land use ordinances, pavement cut ordinances, curb cut permits, building permits and the like.

2.19 Poles: [This section is for Grand Haven, Hart, Zeeland and Coldwater] Company shall enter into a separate pole attachment agreement with Municipality for use of Municipality's utility poles. Municipality shall have the right to use the poles of Company on the same terms as Municipality charges Company.

2.20 Upgrade of Cable System: For the Cities of Grayling, Sault Ste. Marie and St. Ignace, Company will use commercially reasonable best efforts to upgrade the Cable System serving Municipality to at least 750 MHz (Grayling and St. Ignace 550 MHz) by July 1, 2005.

2.21 Contact Information. Upon request Company shall provide the contact information set forth below to Manager, and shall provide Manager with an updated list in writing whenever the information changes. Company is encouraged to provide this contact information on a web page accessible by Municipality. The list of contacts, accurate as of the Effective Date, is set forth on Exhibit H. The provision of Company's customer service numbers used by the general public does not satisfy the requirements of this section.

2.21.1 Company's local general manager (name, address, phone, fax, email address).

2.21.2 If Company's engineering drawings, as-built plans and related records for the Cable System will not be located at the preceding local office, the location address and contact person (name, title or department, address, phone, fax, email address) for them.

2.21.3 The contact person (name, title or department, address, phone, fax, email address) of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Cable System.

2.21.4 The contact person (name, title or department, address, phone, fax, email address) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Cable System.

2.21.5 Company's government affairs contact (name, address, phone, fax, email address).

2.21.6 The phone number (not voice mail) at which a live representative of Company can be reached twenty-four (24) hours a day, seven (7) days a week in the event of a public emergency.

2.21.7 Company's senior level customer service contact at Company's call center for Municipality to contact to promptly resolve customer service problems (name, address, phone, fax, email address). This shall be separate from Company's general customer service number, is intended to be used by entities such as Municipality, and as such Municipality shall not make such information available to the general public.

2.22 Other Franchises: In the future Municipality may grant one (1) or more franchise(s) to provide Cable Services in Municipality. If it does so, and such franchise(s) overall impose materially less burdensome or materially more advantageous obligations on the company(s) receiving same than are imposed by the provisions of this Franchise, then Company may petition Municipality for a modification of this Franchise. Company shall be entitled to a modification of this Franchise necessary to correct the violation of the second sentence, with such changes to be effective if and when the company(s) referred to in the second sentence start providing Cable Services in Municipality. After consulting with Company about the changes to correct the violation of the second sentence, the specific changes to correct the violation will be selected by Municipality as being least detrimental to the best interests of itself and its residents, but must correct the violation.

2.22.1 The preceding provisions shall not apply to a cable franchise granted or renewed by Plainfield Township, Tallmadge Township, Courtland Township, Gaines Township, Holland Township, Laketown Township or Park Township with a cable operator (including their successors) providing service in such Township on or before July 1, 2004.

3 PUBLIC WAYS

3.1 No Burden on Public Ways: Company shall not erect, install, construct, repair, replace or maintain its Cable Television System in such a fashion as to unduly burden the present or future use of the Public Ways. If Municipality or the County Road Commission in the exercise of reasonable judgment determines that any portion of the Cable Television System is an undue burden, Company at its expense shall modify its system or take such other actions as the Municipality or County Road Commission may determine is in the public interest to remove or alleviate the burden, and Company shall do so within the time period established by the Municipality or County Road Commission. Company shall share in any grants which Municipality obtains to compensate private utilities for complying with the preceding two sentences.

3.2 Minimum Interference: The Cable Television System shall be erected and maintained by Company so as to cause the minimum interference with the use of the Public

Ways and with the rights or reasonable convenience of property owners who adjoin any of the Public Ways.

3.3 Restoration of Property: Company shall immediately restore at its sole cost and expense, in a manner approved by Municipality in the exercise of its reasonable judgement, any portion of the Public Ways that is in any way disturbed by the construction, operation, maintenance or removal of the Cable Television System to a condition comparable to or better than that which existed prior to the disturbance, and shall at its sole cost and expense immediately restore and replace any other property, real or personal, disturbed, damaged or in any way injured by or on account of Company or by its acts or omissions, to a condition comparable or better than such property was in immediately prior to the disturbance, damage or injury.

3.4 Tree Trimming: Company may trim trees upon and overhanging the Public Ways so as to prevent the branches of such trees from coming into contact with the Cable Television System. No other tree trimming shall be performed in the Public Ways without previously informing Municipality. Except in emergencies all trimming of trees on public property shall have the advance approval of Municipality, not to be unreasonably withheld, and all trimming of trees on private property shall require notice to the property owner. Tree trimming shall follow best management practices which normally are that trees are trimmed back no lower than ten feet from the line in question.

3.5 Relocation of Facilities: Company shall, at its own cost and expense, protect, support, disconnect, relocate in or remove from the Public Ways any portion of the Cable Television System when required to do so by Municipality or the County Road Commission due to street or other public excavation, construction, repair, grading, regrading, traffic conditions; the installation of sewers, drains, water pipes, or municipally-owned facilities of any kind; the vacation, construction or relocation of streets; or other public improvements by a unit of government.

3.6 Joint Use: Company shall permit the joint use of its poles, conduits and facilities located in the Public Ways by utilities and by Municipality or other governmental entities to the extent reasonably practicable and upon payment of a reasonable fee, provided, however that the preceding requirement shall not apply to utilities, Municipality or other government entities providing services that compete with services provided by Company.

3.7 Easements: Any easements over or under private property necessary for the construction or operation of the Cable Television System shall be arranged and paid for by Company to the extent required by law. Any easements over or under property owned by Municipality other than the Public Ways shall be separately negotiated with Municipality. Municipality shall not unreasonably withhold the grant of such easements.

3.8 Compliance with Law: Company shall be subject to all laws, ordinances or regulations of Municipality relating to, constructing, installing or maintaining the Cable Television System in Municipality. As set forth in Section 2.1, this shall include future laws, ordinances and regulations to the extent applicable in accordance with a proper exercise of the

police power. Company shall comply with all zoning and land use restrictions as may exist or may hereafter be amended.

3.9 Underground Facilities: If Municipality in the future requires that, in a specific area of Municipality, all public utilities shall place their cables, wires, or other equipment underground, then Company also shall in a reasonable period of time place its existing and its future cables, wires, or other equipment in such area underground without expense or liability therefore to Municipality.

3.10 Temporary Relocation: Upon ten (10) business days notice, Company shall either temporarily raise or lower its wires or other equipment upon the request of any person, including without limitation, a person holding a building moving permit issued by Municipality or for good cause may specify a time certain within thirty (30) days when the preceding shall occur. Company may charge a reasonable rate for this service, not to exceed its actual direct costs.

3.11 Vacation: If a Public Way is vacated, eliminated, discontinued or closed, all rights of Company under this Franchise to use same shall terminate and Company at its expense shall immediately remove the Cable Television System from such Public Way unless Company obtains easements from the property owners to use the former Public Way.

3.12 Maps: Company shall keep accurate, complete and current maps and records of the Cable Television System and its facilities. Upon request, Company shall annually furnish one complete set of Location Maps and records to Municipality (or the County Road Commission). Company shall do so within thirty (30) days of such request. A Location Maps means as-built maps with information as to the number and type (coaxial, fiber) of lines and the nature of any electronics removed. Upon request, such maps shall be in electronic format, such as for a GIS system, including Bentley Microstation, AutoCad, ArcView or comparable. If Company incurs a significant cost in converting its maps to a GIS format Municipality shall reimburse such costs. Such maps and records shall be available for inspection by the public at the offices of Municipality.

3.13 Location of Facilities/Miss Dig: Company shall provide Municipality and the County Road Commission upon request with copies of any new Location Maps as they are generated for portions of Company's facilities and Cable Television System located within Municipality. Upon request, such maps shall be in electronic format, as set forth in the preceding section. Upon request by Municipality or the County Road Commission Company shall mark up maps provided by Municipality and/or the County Road Commission so as to show the location of Company's facilities and Cable Television System. Company shall notify Municipality in advance of any underground construction by it in Municipality if Municipality is not part of Miss Dig.

3.13.1 Company shall participate in and be a member of the "Miss Dig" utility notification program provided for by MCLA ' 460.701ff or subsequent statute.

3.14 Discontinuance and Removal of the Cable Television System: Upon the revocation or termination of this Franchise either (a)--by mutual agreement of Municipality and

Company, (b)--by Company's acquiescence or failure to challenge same, or (c)--by a final order of a court which Company either does not appeal or from which there is no further right of appeal the following shall occur: Company shall immediately discontinue the provision of Cable Services and all rights of Company to use the Public Ways shall cease. Company, at the direction of Municipality, shall remove its Cable Television System, including all supporting structures, poles, transmission and distribution system and other appurtenances, fixtures or property from the Public Ways, in, over, under, along, or through which they are installed within six (6) months of the revocation or termination, or any final order of a court, whichever is later. Company shall also restore any property, public or private, to the condition in which it existed prior to the installation, erection or construction of its Cable Television System, including any improvements made to such property subsequent to the construction of its Cable Television System. Restoration of Municipal property, including, but not limited to, the Public Ways, shall be in accordance with the directions and specifications of Municipality, and all applicable laws, ordinances and regulations, at Company's sole expense. If such removal and restoration is not completed within six (6) months after the revocation, termination, or expiration, all of Company's property remaining in the affected Public Rights-of-Way shall, at the option of Municipality, be deemed abandoned and shall, at the option of Municipality, become its property or Municipality may obtain a court order compelling Company to remove same. In the event Company fails or refuses to remove its Cable Television System or to satisfactorily restore all areas to the condition in which they existed prior to the original construction of the Cable Television System, Municipality, at its option, may perform such work and collect the costs thereof from Company. No surety on any performance bond nor any letter of credit shall be discharged until Municipality has certified to Company in writing that the Cable Television System has been dismantled, removed, and all other property restored, to the satisfaction of Municipality.

4 CUSTOMER SERVICE

4.1 Customer Standards: Company will comply with the more stringent of the customer service and consumer protection provisions of this Franchise; or those from time to time adopted by the FCC.

4.2 Reservation: Municipality reserves the right by ordinance to alter or amend the customer service and consumer protection matters set forth in this Part, including adopting ordinances stricter than or covering items not presently set forth in this Part. Municipality agrees to meet with Company on the matters in question prior to taking such action, and to provide Company with notice of the proposed action at least sixty (60) days before it takes effect. Company may appear at the session of the Municipality's legislative body adopting the ordinance and make comments on same as provided for under the Michigan Open Meetings Act. Company may challenge any action taken by Municipality under this section in court if it is unreasonable, unduly burdensome or prohibited by law.

4.3 Undergrounding: For new installations, if a subscriber requests underground cable service, Company may charge the subscriber the differential between the cost of aerial and underground installation of the drop to the subscriber. This provision shall not apply where undergrounding is required by Municipal ordinance or policy for all utilities.

4.4 Seasonal Service:

4.4.1 For residential subscribers desiring only seasonal Cable Service Company shall offer seasonal service at a reduction, computed annually, from its standard rates. For example, the seasonal rate currently offered by Company (described on Exhibit F) is an example of such a reduction but is only an example and may be changed by Company from time to time.

4.4.2 For small business subscribers desiring seasonal Cable Service Company shall offer seasonal service at a reduction, computed annually, from its standard rates. This may be accomplished, at Company's option, either by (1) not subjecting customers electing such service to disconnection or reconnection charges, or (2) by providing service year round but at a reduced rate (compared to standard rates) which is economically comparable to the preceding.

4.5 Lockout Device: Company shall provide all subscribers with the option of obtaining a device by which the subscriber can prohibit the viewing of a particular cable service during periods selected by the subscriber.

4.6 Pay Per View: Subscribers shall be given the option of not having pay per view or per program service available at all or only having such service provided upon the subscriber providing a security number selected by an adult representative of subscriber.

4.7 [Reserved]

4.8 [Reserved]

4.9 Notification: Company will provide written information on at least each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request.

4.9.1 Products and services offered.

4.9.2 Prices (rates) and options for Cable Services and conditions of subscription to Cable Service. Prices shall include those for programming, equipment rental, program guides, installation, disconnection, late fees and other fees charged by Company.

4.9.3 Installation and service maintenance policies.

4.9.4 Instructions on how to use the Cable Service.

4.9.5 Channel positions of programming carried on the Cable Television System.

4.9.6 Billing and complaint procedures, including the address and phone number of the person or position at Municipality responsible for cable matters.

4.9.7 Applicable privacy requirements as provided for by law.

4.10 Notice of Changes: Subscribers and Municipality will be notified of any changes in rates, Cable Services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of Company and as soon as possible if not within the control of Company. In addition, Company shall notify subscribers and Municipality thirty (30) days in advance of any significant changes in the other information required by the preceding section.

4.11 Negative Options: Company will comply with state and federal laws relating to the practice of "negative option" marketing.

4.12 Office: Company shall maintain a "virtual local office" in or near Municipality consisting of the following:

4.12.1 A bill payment office in Grand Haven (directly or through another business, such as a bank) preferably using the same local business which acts as the bill payment office for other utilities, where subscribers may pay their bills directly, return converter boxes and comparable items and receive standard information on Company and its services, and

4.12.2 Telephone service available twenty-four (24) hours a day, seven (7) days a week, as set forth in the next section, and

4.12.3 Free drop off and pick up of equipment (converter boxes and the like) to subscriber premises. The preceding does not include installation.

4.13 Telephone Service

4.13.1 Company shall have a local telephone number or 800 number for use by subscribers toll-free twenty-four (24) hours per day, seven (7) days per week.

4.13.2 Company shall endeavor to have its phone number listed, with appropriate explanations, in the directory published by the local telephone company (SBC, Verizon and the like) and Company shall make reasonable efforts to be listed in significant private directories.

4.13.3 Trained Company representatives will be available to respond to subscriber telephone inquiries twenty-four (24) hours per day, although after Normal Business Hours such representatives shall only be required to respond to inquiries relating to emergencies, outages, repairs or service calls, with other matters deferred until the next business day (unless low workload allows them to be handled then).

4.13.4 Except as set forth in Section 14.13.3, after Normal Business Hours, calls relating to matters other than outages, repairs and service calls may be answered by a

service or automated response system, including an answering machine. Such inquiries received after Normal Business Hours must be responded to by a trained Company representative on the next business day.

4.13.5 Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90%) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

4.13.6 Upon request Company shall provide reports to Municipality quarterly showing on a consistent basis, fairly applied, Company's compliance with the standards of this section. Such report shall show to the extent reasonably feasible Company's performance excluding periods of abnormal operating conditions, and if Company contends any such conditions occurred during the period in question, it shall also describe the nature and extent of such conditions and show Company's performance including the time periods such conditions were in effect.

4.13.7 Under Normal Operating Conditions, the subscriber will receive a busy signal less than three (3%) percent of the time.

4.13.8 Normal Business Hours for the purpose of this Section 4.13 shall mean at least from 9:00 am to 5:00 pm, Monday through Friday and 9:00 am to 1:00 pm on Saturday, excluding holidays.

4.14 Identification: All service personnel of Company or its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing their name and photograph. Company shall account for all identification cards at all times. In addition, such service personnel of Company shall wear uniforms with Company's name and logo. Every service vehicle of Company, its contractors or subcontractors shall be clearly identified as such to the public: Company vehicles shall have Company's logo plainly visible; those of contractors and subcontractors working for Company shall have the contractors/subcontractors name plus markings (such as a magnetic door sign) indicating they are under contract to Company.

4.15 Installations: Under Normal Operating Conditions, installations located up to one hundred twenty-five (125) feet from the existing distribution system will be performed within seven (7) business days after an order has been placed at least ninety-five (95%) percent of the time on a quarterly basis. Installations shall be available from 8:00 a.m. to 5:00 p.m. weekdays; on a call to meet basis, and; on Saturday or in the evening by appointment. For weekday installations, subscribers shall be provided with an appointment window which shall be entirely in the a.m. or entirely in the p.m. unless the subscriber requests and Company agrees to the contrary.

4.16 Service Calls: The following shall apply to subscribers requesting installations or service: Company shall at the subscriber's option either (1) schedule the appointment for a date

certain on a "call to meet" basis where as the service technician finishes his/her prior task, the technician calls the subscriber and arranges to meet the subscriber shortly thereafter, or (2) establish a four hour appointment window with the subscriber (or adult representative of the subscriber). Such four hour window shall be entirely in the a.m. or entirely in the p.m. unless the subscriber requests and Company agrees to the contrary.

4.16.1 Company shall respond to the request for service in accordance with the option selected by the subscriber.

4.16.2 Company may not cancel an appointment with a subscriber after 4:00 p.m. on the business day prior to the scheduled appointment.

4.16.3 If Company's technician cannot make the appointment or is running late for an appointment with a subscriber and will not be able to keep the appointment as scheduled, the subscriber will promptly be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the subscriber.

4.16.4 In the event access to the subscriber's premises is not made available to Company's technician when the technician arrives during the established appointment window, the technician shall leave written notification stating the time of arrival and requesting that Company be contacted again to establish a new appointment window. In such case, the required response time for scheduling a new appointment shall be one (1) business day from the time Company is contacted to establish the new appointment window.

4.16.5 Notwithstanding the foregoing, if Company's technician telephones the subscriber's home during the appointment window and is advised that the technician will not be given access to the subscriber's premises during the appointment window, then the technician shall not be obliged to travel to the subscriber's premises or to leave the written notification referred to above, and the burden shall again be upon the subscriber (or adult representative of the subscriber) to contact Company to arrange for a new appointment window, in which case the required response time for scheduling a new appointment shall again be one (1) business day from the time Company is contacted to establish the new appointment window.

4.16.6 Except as otherwise provided above, Company shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives at the service location.

4.17 Service Call Charges: No charge shall be made to the subscriber for any service call unless the problem giving rise to the service request can be demonstrated by Company to have been:

4.17.1 Caused by subscriber negligence, or

4.17.2 Caused by malicious destruction of cable equipment, or

4.17.3 A problem previously established as having been non-cable in origin, or

4.17.4 Caused by customer-owned equipment, including internal wiring, or is caused by customer actions or the need for customer education (over and above customer education supplied without charge).

4.18 Service Interruptions: Under Normal Operating Conditions, Company will meet the following standard no less than ninety-five (95%) percent of the time measured on a quarterly basis:

4.18.1 Excluding conditions beyond Company's control, Company will begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known.

4.18.2 "Service Interruption" means the loss of picture or sound on one or more cable channels, affecting one or more subscribers.

4.18.3 Company's report described above shall also measure and report on Company's compliance with this standard.

4.19 Response Times: For purposes of this Section, "subscriber problem" shall mean any malfunction affecting a single subscriber; "system problem" shall mean any problem other than a Service Interruption which affects more than one subscriber. With respect to matters within Company's control, Company shall respond to and start work on a subscriber request for service or to repair any malfunction within the following time frames:

4.19.1 For a subscriber problem: As soon as reasonably possible, but no later than the end of the next business day after Company receives the subscriber's request for service, unless otherwise agreed by the subscriber.

4.19.2 For a system problem: Within forty-eight (48) hours, including weekends and holidays, of receiving a request for service identifying a problem concerning picture or sound quality affecting any two or more subscribers.

4.20 Log of Complaints: Company shall maintain a written log, or an equivalent stored in computer memory and capable of access and reproduction in printed form, of all written subscriber complaints for subscribers served by the Cable Television System. Such log shall list the date and time of such complaints, identifying to the extent allowed by law the subscribers and describing the nature of the complaints and when and what actions were taken by Company in response thereto. Such log shall reflect the operations to date for a period of at least two (2) years, and shall be available to Municipality upon request.

4.21 Payment Options: Unless technically or economically not feasible to do so, Company will provide all subscribers with the option of paying for service by an automatic payment plan, where the amount of the bill is automatically deducted from a checking account

designated by subscriber. As of the Effective Date it is technically and economically feasible for Company to do the preceding in all municipalities listed on Exhibit A that were formerly served by Avalon or Cable Michigan.

4.22 [Reserved]

4.23 Bills: Company shall comply with the following:

4.23.1 Bills will be clear, concise and understandable. Bills must be itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, credits and late charges.

4.23.2 In the case of a billing dispute, Company must respond to a written complaint from a subscriber within thirty (30) days and Company will not disconnect a subscriber prior to Company's submitting a written response to the subscriber.

4.24 Refunds: Refund checks will be issued promptly, but no later than either:

4.24.1 The subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

4.24.2 Where applicable the return of the equipment supplied by Company if service is terminated.

4.25 Credits: Credits for service will be issued no later than the subscriber's next billing cycle following a determination that a credit is warranted.

4.26 Late Payment

4.26.1 Late payment charges imposed by Company upon subscribers shall be reasonably related to Company's cost of administering delinquent accounts.

4.27 Disconnection

4.27.1 Company may only disconnect a subscriber for failure to pay if at least forty-five (45) days have elapsed after the due date for payment of the subscriber's bill and Company has provided at least 10 days written notice to the subscriber prior to disconnection, specifying the effective date after which cable services are subject to disconnection.

4.27.2 Company may disconnect a subscriber at any time if Company in good faith believes that the subscriber has tampered with or abused Company's equipment, that there is a signal leakage problem (or other non-compliance with FCC or other standards which poses a risk to lives or property) on subscriber's premises, or that subscriber is or may be engaged in the theft of Cable Services.

4.27.3 Company shall promptly disconnect any subscriber who so requests disconnection. No period of notice prior to requested termination of service may be required of subscribers by Company. No charge may be imposed upon the subscriber for any cable service delivered after the effective date of the disconnect request (unless there is a delay in returning Company equipment). If the subscriber fails to specify an effective date for disconnection, the effective date shall be deemed to be the day following the date the disconnect request is received by Company.

4.28 Privacy and Monitoring: Neither Company and its agents nor Municipality and its agents shall tap or monitor, or arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or subscriber facility for any purpose, without the written authorization of the affected subscriber, except to the extent otherwise required or permitted by law. Such authorization shall be revocable at any time by the subscriber without penalty by delivering a written notice of revocation to Company; provided, however, that Company may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps or billing.

4.29 Subscriber Information: Except for billing related purposes, Company shall not record or retain any information as to the programming actually watched by a subscriber. Company shall destroy all subscriber information of a personally-identifiable nature after a reasonable period of time except as authorized not to do so by the affected subscriber. Except as allowed under the Federal Cable Act, Company shall not sell or otherwise provide to other persons, without the specific written authorization of the subscriber involved, or otherwise make available to any person or entity, lists of the names and addresses of subscribers.

4.30 Performance Bond: Company shall obtain a separate performance bond for each of the municipalities listed on Exhibit G in the dollar amount set forth by each municipality's name. Company shall post Municipality's bond within thirty (30) days of the signing of this Franchise. Company shall provide Municipality with a copy of such bond and Company shall continuously maintain such bond during the term of this Franchise. Such bond shall be issued by a bonding company licensed to do business in the State of Michigan. Such bond shall secure Company's faithful performance in accordance with the terms and conditions of this Franchise.

4.31 [Reserved]

4.32 FCC Technical Standards: The following shall apply to Company's implementation of and compliance with the rules and regulations relating to cable television technical standards adopted by the FCC in MM Dockets 91-169 and 85-38 on February 13, 1992 and subsequent amendments thereto:

4.32.1 All testing for compliance with the FCC technical standards shall be done by a person with the necessary expertise and substantial experience in cable television matters.

4.32.2 Upon request Company shall provide Municipality with a report of such testing.

4.32.3 Complaints received by Municipality relating to cable television standards may be referred by it to appropriate personnel, such as to Company using the Hot-gram procedure described below.

4.33 Right to Cancel: Company shall provide each new subscriber with the right to cancel their Cable Service order without charge. The right of cancellation shall end upon Company's initiation of physical installation of Cable System equipment on the subscriber's premises.

4.34 Hot-Gram Program: Upon request by Municipality Company shall provide its Hot-gram program by fax (or in the future, the same functionality by email or a web page accessible to Municipality), whereby Municipality can fill out the top portion of a form setting forth a customer service or other problem, fax it to Company, and Company commits to faxing it back within five (5) business days (or longer, if due to extenuating circumstances) with the bottom half showing how the problem has been (or will be) resolved.

5 ACCESS TO THE SYSTEM

5.1 Channels Made Available: Company shall provide on the Cable Television System in the basic tier of service (and in the lowest tier of service, if different) the following PEG Channels:

5.1.1 The number of channels as of the Effective Date, which number is set forth on Exhibit K.

5.1.2 If Municipality is listed on Exhibit K as having only one PEG Channel, it may obtain one additional PEG Channel as follows:

(1)—At any time upon agreement with Company.

(2)—In the event that the tier of service known on the Effective Date as "Limited Basic Cable" is transmitted to customers solely in a digital format, Company agrees to meet and discuss the provision of an additional PEG Channel. As part of these discussions, Company may compile and provide to Municipality a report concerning channel availability on the lowest-priced basic tier of service, applicable contractual obligations of the Company, the status of other programming entities on the basic tier, costs associated with the addition of a PEG Channel, and any other factors which Municipality's request may impact. If after receipt of such report, Municipality requests the additional PEG Channel, Company shall provide same unless no channels are available, it is very expensive to provide, or the existing PEG Channel is significantly underutilized.

5.1.3 Municipality acknowledges that all municipalities served (as the case may be) downstream of a given fiber node, microwave relay point or head-end through the comparable point (if any) downstream where different program insertion on such channels is possible must share the same PEG Channel(s). Municipality agrees to share the PEG Channels on an equitable basis with the other municipalities and school districts served by such channels. Company will advise Municipality when changes in fiber nodes or other changes on the System change matters in this regard.

5.1.4 Municipality may from time to time allocate or reallocate the usage of the PEG Channels between different types of PEG Channels and different entities operating such channels. This includes Municipality requiring several different persons to share or jointly use a given PEG Channel or conversely allowing one or more persons currently sharing such a channel to have a channel on which they are the sole PEG Channel operator.

5.1.5 For the purpose of these sections,

5.1.5.1 "Government Channel" shall mean a channel administered by Municipality and on which the programming shall be provided by Municipality, Municipality's designee or such other units of state or local government as Municipality may from time to time appoint, and

5.1.5.2 "Public Channel" shall mean a channel where, in principle, any citizen may provide programming, upon the entity administering such channel (if other than Municipality) both entering into a contract with Municipality regarding the provision of same and such agreements relating to indemnity and insurance with Company as Company may reasonably request, and

5.1.5.3 "Educational Channel" shall mean a channel administered by the School System or its designee, and on which the programming shall be provided by the School System, its designees or other educational institutions upon each such entity both entering into a contract with Municipality regarding the provision of same and such agreements relating to indemnity and insurance with Company as Company may reasonably request, and

5.1.5.4 "PEG Channel" shall mean a combination of one or more Public Channels, Education Channels or Government Channels, including combined channels (where a channel is, for example, a combined Education Channel and Government Channel) and channels varying by time of day (such as being an Education Channel at certain times and a Public Channel at other times).

5.2 Company Use: Municipality may from time to time adopt and revise rules and procedures as to when and how Company may use the PEG Channels for the provision of video programming when the PEG Channels are not being used for their respective purposes. Company will use the PEG Channels solely in accordance with such rules and procedures and otherwise shall have no responsibility or control with respect to the operation of such channels.

5.3 Grants: At any time during the first twelve (12) years of the Franchise term, Municipality may request capital support from Company for PEG equipment or Capital Facilities, including character generators. Upon the determination by Municipality that such support is reasonable to meet the cable-related needs of the community, Municipality shall notify Company in writing of these needs, the amount of capital support required and how it intends to use the capital support. Company shall provide the capital funds or in-kind capital contributions requested in a timely manner after receiving the request, up to a maximum amount of \$.20 per subscriber per month, with such amount adjusted annually for inflation from July 2004 computed according to the Consumer Price Index for All Urban Consumers, All Areas. The cost of any character generator (or its equivalent) provided under Section 5.4 shall be offset against the preceding amount. Municipality or the entity receiving the capital support shall be responsible for installing, operating, maintaining and replacing the equipment purchased as necessary, unless the contribution is a character generator or related equipment at Company's facilities or an extension of the Cable System in which case Company shall own, operate and maintain same. Company shall be entitled to recover such capital costs from subscribers with individual account records, if allowed by law.

5.3.1 For the purpose of computing the preceding grants, for bulk-billed multiple dwelling units or bulk service, the per subscriber amount set forth above shall be computed by equivalent bidding units (in effect, discounted to the same extent rates for such service are discounted).

5.3.2 To assist Municipality in separating checks for the preceding amounts for PEG Channel capital facilities support from franchise fees, all payments by Company pursuant to Section 5.3 shall be by separate checks and shall not be combined with checks representing payments of franchise fees.

5.4 Character Generator: For those municipalities listed on Exhibit L, Company at no cost to Municipality shall provide and maintain a character generator or the software equivalent for a desktop computer (which shall be maintained at Municipality's offices, or if mutually agreed at Company's premises) able to generate and transmit information twenty-four (24) hours per day for immediate distribution on the PEG Channels, and if necessary, to be used on other channels in conjunction with the emergency alert system.

5.5 Leased Access: Company shall make available suitable channel capacity for leased access by third parties unaffiliated with Company to the extent from time to time required by federal law and regulations. Company shall have the sole responsibility for all operating aspects and for the fixing of rates and conditions for leased access use.

5.6 [Reserved]

5.7 Institutional Network. Upon request by Municipality and pursuant to a separate, mutual agreement which addresses (among other things) cost and cost recovery, Company shall provide, construct, operate and maintain an Institutional Network (I-Net) as generally specified in this Part 5 and in Exhibit I (excluding coders/decoders, interface and other terminal equipment

which will be supplied by I-Net Users) that will provide Municipality and other I-Net Users with Institutional Network Services. Unless Municipality agrees otherwise in writing, Institutional Network Services and the I-Net, including the individual fiber optic fibers constituting all or a portion of it, shall be owned and maintained by Company but provided for the exclusive noncommercial use of Municipality and other I-Net Users. Municipality shall obtain those telecommunications licenses, if any, necessary for an I-NET.

5.8 I-Net Maintenance. Company shall provide I-Net Users with a reliable level of Institutional Network Service, repair and maintenance that at a minimum, meets the following performance standards:

5.8.1 Company shall maintain a minimum of ninety-nine and one half (99.5%) percent service availability to I-Net Users measured over a period of one year.

5.8.2 Company shall respond to repair requests from an I-Net User for circuits identified as critical pursuant to Section 5.8.4 within two (2) hours of the request. Company shall respond to other repair requests within four (4) hours of the request.

5.8.3 Company shall provide ongoing maintenance at its discretion, as it deems necessary. Company shall provide at least one (1) week advance notice to any affected I-Net User of any maintenance requiring temporary interruption of services, except in emergency situations.

5.8.4 Company and Municipality shall develop a mutually agreeable priority listing of critical circuits and their terminal locations. When notifying Company of service complaints, an I-Net User shall identify critical circuits requiring priority repair. Company shall escalate repair of critical circuits to the extent reasonable under the circumstances.

5.9 Virtual Local Area Network.

5.9.1 Upon request by Municipality and pursuant to a separate, mutual agreement which addresses (among other things) the cost and cost recovery for the locations set forth on Table 2 of Exhibit I, instead of providing an INET and Institutional Network Services, Company will meet the bandwidth, connectivity, reliability and security needs at such locations by providing a Virtual Local Area Network (Virtual Local Area Network or VLAN) which may consist of either

5.9.1.1 Utilizing the commercial version of cable modem type broadband network services, or

5.9.1.2 At least 3.0 Mbps of bandwidth for shared cable modem connectivity in a Virtual Local Area Network environment for users of the cable modem type service, with such bandwidth to increase as per the terms of the mutual agreement.

5.9.1.3 A technical description of VLAN services is set forth in Exhibit I.

5.9.2 The resulting VLAN shall provide each of the locations receiving VLAN service with access to any other location receiving such service, as well as access to the Institutional Network, in a secure fashion and as outlined in the mutual agreement.

5.9.3 The VLAN shall be completed and operational by as mutually agreed.

6 INDEMNITY AND INSURANCE

6.1 Disclaimer of Liability: Municipality shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Company's construction, maintenance, repair, use, operation, condition or dismantling of Company's Cable Television System or Company's provision of Cable Service or other services.

6.2 Indemnification: Company shall, at its sole cost and expense, indemnify and hold harmless Municipality and all associated, Affiliated, allied and subsidiary entities of Municipality, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against the following, excluding however, damages, liability or claims resulting from the willful misconduct or gross negligence of Indemnitees or from Municipality's use of the Cable System (including PEG Channels):

6.2.1 Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Company, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance or condition of the Cable Television System (including those arising from any matter contained in or resulting from the transmission of programming over the System), the provision of Cable Services or other services or the Company's failure to comply with any federal, state or local statute, ordinance or regulation.

6.2.2 Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which is imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Company, its contractors or subcontractors, for the installation, construction, operation or maintenance of the Cable Television System or provision of Cable Services or other services, and, upon the written

request of Municipality, Company shall cause such claim or lien covering Municipality's property to be discharged or bonded within thirty (30) days following such request.

6.2.3 Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Company or its Affiliates for violations of the common law or any laws, statutes, or regulations of the State of Michigan or United States, including those of the Federal Securities and Exchange Commission, whether by Company or otherwise; excluding therefrom, however, claims which are solely based upon and shall arise solely out of information supplied by Municipality to Company in writing and included in the offering materials with the express written approval of Municipality prior to the offering.

6.3 Assumption of Risk: Company undertakes and assumes for its officers, agents, contractors and subcontractors and employees (collectively "Company" for the purpose of this section), all risk of dangerous conditions, if any, on or about any Municipality-owned or controlled property, including Public Ways, and Company hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person arising out of the Company's installation, operation, maintenance or condition of the Cable Television System or Company's failure to comply with any federal, state or local statute, ordinance or regulation.

6.4 Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Company shall, upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the same with legal counsel mutually selected by Company and Municipality; provided further, however, that Company shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Municipality.

6.5 Notice, Cooperation and Expenses: Municipality shall give Company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section. Nothing herein shall be deemed to prevent Municipality at its own expense from cooperating with Company and participating in the defense of any litigation by Municipality's own counsel. If Company requests Municipality to assist it in such defense then Company shall pay all expenses incurred by Municipality in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the cost of any services rendered by the Municipality's attorney, and the actual expenses of Municipality's agents, employees or expert witnesses, and disbursements and liabilities assumed by Municipality in connection with such suits, actions or proceedings.

6.6 Insurance: During the term of the Franchise, Company shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

6.6.1 Worker's compensation insurance meeting Michigan statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

6.6.2 Comprehensive commercial general liability insurance with minimum limits of Five Million Dollars (\$5,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

6.6.3 Broadcasters liability coverage for loss or damage arising out of publications or utterances in the course of or related to advertising, broadcasting, telecasting or other communication activities conducted by or on behalf of Company with minimum limits of Two Million Dollar (\$2,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

6.6.4 Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Company, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Law, including residual liability insurance with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

6.6.5 Liability insurance for environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000). The insurance policy provided special counsel for Municipality on April 26, 2004 meets the preceding requirement.

6.6.6 All policies other than those for Worker's Compensation and environmental contamination shall be written on an occurrence and not on a claims made basis.

6.6.7 The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

6.7 Additional Insureds: All policies, except for worker's compensation policies, shall name the "Charter Township of Grand Haven, a municipal corporation of the State of Michigan, all associated, Affiliated, allied and subsidiary entities of the municipality now existing or hereafter created, and their respective officers, boards, commission, employees, agents and contractors, as their respective interests may appear" as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall

cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

6.8 Evidence of Insurance: A certificate of insurance evidencing the preceding coverages is attached as Exhibit E. Certificates of insurance for each insurance policy required to be obtained by Company in compliance with this Section shall be filed and maintained with Municipality (also known as the "certificate holder") annually during the term of the Franchise. Company shall immediately advise Municipality of any claim or litigation that may result in liability to Municipality.

6.9 Cancellation of Policies of Insurance: All insurance certificates maintained pursuant to this Section 6.8 shall contain the following wording:

"Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will mail thirty (30) days written notice to the certificate holder named herein."

6.10 Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Michigan or surplus line carriers on the Michigan Insurance Commissioner's approved list of companies qualified to do business in Michigan. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

6.11 Deductibles: All insurance policies may be written with deductibles but not retainages. Company agrees to indemnify and save harmless Municipality, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Franchise.

6.12 Contractors: Company shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, comprehensive public liability, environmental contamination and automobile liability insurance coverages of the type which Company is required to obtain under the terms of this Section with appropriate limits of insurance. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company policies).

6.13 Review of Limits: Every five years from the Effective Date during the term of this Franchise, Municipality may review the insurance coverages to be carried by Company. If Municipality determines that higher limits of coverage are necessary to protect the interests of Municipality or the Additional Insureds, Company shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense. However the increased coverage shall not exceed the current coverage amounts increased for inflation from January, 2004 computed according to the Consumer Price Index for All Urban Consumers, All Areas 1982-1984 = 100, with January 2004 as the base point.

6.14 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively them). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where insurance or self-insurance maintained by any of them includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 FEES AND PAYMENTS

7.1 Franchise Fee: Company shall pay Municipality throughout the term of this Franchise as rent for use of the Public Ways for the Cable System a franchise fee in an amount equal to 5% of Company's Gross Revenues. Such payments shall be made by February 15 and August 15 based upon Gross Revenues in the preceding two calendar quarters.

7.1.1 Each payment shall be accompanied by a written report to Municipality, verified by a representative of the Company, containing an accurate statement in summarized form of Company's Gross Revenues and the computation of the payment amount.

7.1.2 Municipality (by itself or in combination with other municipalities served by Company) may audit Company (or any entity affiliated with the cable operations of Company) to verify the accuracy of franchise fees paid Municipality. Any additional amount due Municipality shall be paid within thirty (30) days of Municipality's submitting an invoice for such sum, to the extent agreed to by Company, and if such sum shall exceed 5% of the total franchise fee which the audit determines should have been paid for any calendar year, Company shall pay Municipality's cost of auditing that calendar year as well, but not in excess of the amount deemed to be owed Municipality as a result of the audit. The Company will retain financial records for the prior four (4) calendar years, and will not be responsible for amounts owed beyond that period of time.

7.2 Discounted Rates: If Company's subscribers are offered what is, in effect, a discount if they obtain both Cable Services (which are subject to cable franchise fees) and some other, non-cable goods or service (which is not subject to cable franchise fees), then for cable franchise fee computation purposes, the following shall apply:

7.2.1 Any method for allocating the discount and determining the revenues on which franchise fees are paid shall be fair, equitable and lawful, and shall not result in an evasion by Company of its obligation under this Franchise to pay franchise fees on gross revenues derived from the operation of the Cable System to provide Cable Services.

7.2.2 The method currently used by Company is set forth on Exhibit B, and is an example of a methodology which as of the Effective Date complies with the preceding. It is only an example, and may be changed from time to time for cause.

7.2.3 Municipality and the Company hereby reserve all rights, claims, defenses, and remedies regarding Municipality's authority to impose and/or enforce requirements related to the revenue allocation methodology to be used when Cable Services and non-Cable Services are offered to subscribers in a discounted package, for the purpose of calculating franchise fee payments.

7.3 Fee Change: Municipality may elect to change the amount of the franchise fee set forth in Section 7.1 to a sum between zero (0%) percent and five (5%) percent. If Municipality so elects, it shall give Company at least 60 days written notice of same, and thereafter Company shall pass through to subscribers the amount of any decrease in the franchise fee pursuant to Section 622 (e) of the Cable Act. Municipality may change the election upon similar notice. Municipality shall not change an election less than twenty-four (24) months after the most recent change, such that at least twenty-four months elapses between such changes.

7.4 [Reserved]

7.5 Other Payments: The preceding fees and payments are in addition to all sums which may be due Municipality for property taxes (real and personal), income taxes, license fees, permit fees or other fees, taxes or charges which Municipality may from time to time impose.

7.6 Interest: All sums not paid when due shall bear interest at a rate which is 1% over the prime rate then being charged by Fifth Third Bank or its successor, and computed monthly.

8 RATES AND REGULATION

8.1 Rates: Company's rates and charges for the provision of Cable Services (and for related services, such as equipment rental, deposits, disconnect fees and downgrade fees) shall be subject to regulation by Municipality to the full extent from time to time authorized by federal law. Municipality may from time to time elect not to regulate Company's rates and charges, and any such election shall not waive Municipality's rights to regulate in the future.

8.1.1 As to Cable Services, Municipality acknowledges that as of the date of this Franchise its ability to regulate rates and charges is limited by the Cable Communications Policy Act of 1984, as amended, and applicable FCC regulations.

8.2 Regulation: Municipality reserves all rights it has under state and federal law to regulate Company, the Cable Television System, and the provision of Cable Services.

9 TERM

9.1 Term: The term of this franchise shall be until July 31, 2019.

9.2 Termination: This Franchise and all rights of Company thereunder shall automatically terminate on the expiration of the term of this Franchise. No action by Municipality is necessary to effect such termination.

9.2.1 Municipality acknowledges that as of the date of this Franchise its ability to enforce the preceding two sentences is limited by the Cable Communications Policy Act of 1984, as amended, and applicable FCC regulations.

9.3 Renewal: Municipality and Company agree that renewal of this Franchise shall be governed by and comply with Section 626 of the Federal Cable Act or any such successor statute.

10 TRANSFERS, OWNERSHIP AND CONTROL

10.1 Management of the Cable System: Company shall personally manage the Cable System and the provision of Cable Services within Municipality. It shall not directly or indirectly contract for, subcontract or assign in whole or in part, the management of the Cable System or the provision of Cable Services.

10.2 Transfers: Neither this Franchise nor the Cable System may be transferred without the prior written consent of Municipality, which consent will not unreasonably be withheld or delayed. Municipality's granting of consent in one instance shall not require it to consent in other instances.

10.2.1 For the purposes of this Part 10, "transfer" shall mean any form of sale, conveyance, merger or assignment of substantially all the right, title or interest of Company in or to this Franchise, or the Cable System.

10.2.2 No consent shall be required for the replacement or sale of components of the Cable System or the lease of fiber capacity, dark fiber or other components of the System in the ordinary course of business.

10.2.3 No consent shall be required for a transfer to an entity owned and controlled by Charter Communications, Inc. where the new entity assumes all of Company's obligations and liabilities under this Franchise, and has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities. Municipality shall be advised in writing of such transfer and of the new entity's qualifications within thirty (30) days of the time when such transfer occurs.

10.2.4 No consent shall be required for a transfer in trust, mortgage, or other hypothecation as a whole or in part to secure an indebtedness, but consent shall be required for any realization on the security (such as a foreclosure on a mortgage or transfer from a trust).

10.3 Ownership, Encumbrances: Company represents and warrants that its current ownership is as set forth on Exhibit C; that it currently has full legal and equitable title to the Cable System, subject only to those liens and encumbrances described on Exhibit D; and that the only liens and encumbrances on this or any Prior Franchise are described on Exhibit D.

10.4 Change of Control: There shall be no change of control of Company or of any entity, at any tier or level, which directly or indirectly controls Company without the prior written consent of Municipality, which consent will not unreasonably be withheld or delayed. The prior written consent of Municipality, in any of the foregoing instances, shall be evidenced by the formal adoption of an ordinance granting such consent.

10.4.1 For the purposes of this Franchise, ". . . change of control of Company . ." shall mean any change in the identity of the entities, individuals or group which directly or indirectly directs, or has the power to direct, the management and policies of Company, whether through the ownership of voting securities or other equity interest, by contract or otherwise. Without limiting the generality of the foregoing, for the purposes hereof, such a change shall be deemed to have occurred at any point in time when there is (1) a change in working or effective voting control, in whatever manner effectuated, of Company or Charter Communications, Inc.; (2) an agreement of the holders of voting stock or rights of Company or Charter Communications, Inc. which effectively vests or assigns policy decision-making in any person or entity other than Company; or (3) a sale, assignment or transfer of any shares or interest in Company or Charter Communications, Inc. which results in a change in the actual working control of Company.

10.4.2 No consent will be required for a transfer in trust, mortgage, or other hypothecation as a whole or in part to secure an indebtedness but consent shall be required for any realization on the security (such as a foreclosure on a mortgage or transfer from a trust). Further, no change in control will be deemed to have taken place, and no consent required, if such change in control of Company is to an entity under the control of Charter Communications, Inc. (and there has been no change in control of Charter Communications, Inc. or such change has been consented to).

10.5 Applications for Consent: If Company seeks to obtain the consent of Municipality to any transactions or matters otherwise required by this Part 10, Company shall submit an application for such consent in the form designated by federal law.

10.5.1 In determining whether it shall consent to any matter described in the application, subject to a reasonableness limitation, Municipality may inquire into relevant matters and request additional information from Company and the proposed new franchisee or controlling entity in a manner and to the extent consistent with federal law.

10.5.2 Municipality shall have 120 days from the date of submission of a completed FCC Form 394, (or successor form) together with all its exhibits, to act upon any such applications for consent. Municipality shall consider the application in conformance with the applicable standards, if any, found in federal law. If Municipality fails to act upon such application for consent within 120 days, such application shall be deemed consented to unless the Municipality and Company otherwise agree to an extension of time.

11 DEFAULTS

11.1 Events of Default: The occurrence, at any time during the term of the Franchise, of any one or more of the following events, shall constitute an Event of Default by the Company under this Franchise.

11.1.1 The failure of Company to pay the Franchise fee on or before the due dates specified herein.

11.1.2 Company's breach or violation of any of the material terms, covenants, representations or warranties contained herein or Company's failure to perform any obligation contained herein.

11.1.3 Company's failure to pay or cause to be paid any governmentally imposed taxes of any kind whatsoever, including but not limited to real estate taxes, income taxes and personal property taxes on or before the due date for same; provided, however, Company shall not be in default hereunder with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

11.1.4 The entry of any judgment against Company in excess of One Hundred Thousand (\$100,000) Dollars, which remains unpaid and is not stayed pending rehearing or appeal, for forty-five (45) or more days following entry thereof.

11.1.5 The dissolution or termination, as a matter of law, of Company or any general partner of Company.

11.1.6 To the extent allowed by applicable law, if Company (or any general partner in Company) files a voluntary petition in bankruptcy; is adjudicated insolvent; obtains an order for relief under Section 301 of the Bankruptcy Code (11 USC ' 301); files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeks or consents to or acquiesces in the appointment of any trustee, receiver, master, custodian or liquidator of Company, or any of Company's property and/or Franchise and/or of any and all of the revenues, issues, earnings, profits or income thereof; makes an assignment for the benefit of creditors; or fails to pay Company's debts generally as they become due.

11.2 Uncured Events of Default: Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to Municipality or a third party, the Company shall cure such default within thirty (30) days of the date such sum of money was due and payable. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to Municipality or a third party, Company shall have ninety (90) days from written notice from Municipality to Company of an occurrence of such Event of Default to cure same before Municipality may exercise any of its rights or remedies provided for in Part 12.

11.2.1 If any Event of Default is not cured within the time period allowed for curing the Event of Default, as provided for herein, such Event of Default shall, without notice, become an Uncured Event of Default, which shall entitle Municipality to exercise the remedies provided for in Part 12.

12 REMEDIES

12.1 Remedies: Upon the occurrence of any Uncured Event of Default as described in Part 11, Municipality shall be entitled to exercise any and all of the following cumulative remedies:

12.1.1 Municipality shall have the right to forfeit and terminate the Franchise. Upon the forfeiture and termination thereof, or the completion of any court challenges by Company to such forfeiture or termination, whichever is later, this Franchise shall be automatically deemed null and void and have no force or effect, Company shall remove the Cable Television System from Municipality as and when requested by Municipality and Municipality shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the forfeiture and termination. Municipality's right to forfeit and terminate the grant of the Franchise pursuant to this section is not a limitation on Municipality's right of revocation.

12.1.2 The commencement of an action against Company at law for monetary damages.

12.1.3 The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions which, as a matter of equity, are specifically enforceable.

12.2 Remedies Not Exclusive: The rights and remedies of Municipality set forth in this Franchise shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. Municipality and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by Municipality of any one or more of such remedies shall not preclude the exercise by Municipality, at the same or different times, of any other such remedies for the same Uncured Event of Default.

13 PROVISION OF INFORMATION

13.1 Financial Reports: Upon request, Company will provide Municipality on or before May 15 of each calendar year with its Securities and Exchange Commission annual report 10K or similar successor report (such annual report 10K being a detailed annual financial report). The annual report 10K may be for Company or at its option for its parent publicly traded company.

13.2 Filings: Upon request, Company will provide Municipality or its attorneys with copies of all documents which Company sends to the FCC or Michigan Public Service

12405 Powerscourt Drive
St. Louis, MO 63131

If to Municipality: Township Supervisor
Grand Haven Charter Township
13300 168th Avenue
Grand Haven, MI 49417

With copies to: John W. Pestle
Varnum, Riddering Schmidt & Howlett LLP
333 Bridge Street, P.O. Box 352
Grand Rapids, MI 49501-0352

All Notices shall be deemed given on the day of receipt. Either party to this Franchise may change its address for the receipt of Notices at any time by giving notice thereof to the other as provided in this Section. Any notice given by a party hereunder must be signed by an authorized representative of such party. For purposes of rate regulation, Company's providing a single copy of the federally-approved rate filing to each of Municipality's addresses (if there are more than one) set forth above will suffice.

14.6 Conferences: The parties hereby agree to meet at reasonable times to discuss any aspect of this Franchise, the provision of Cable Services or the Cable Television System during the term of this Franchise. Municipality shall first request a meeting with Company's local manager. Thereafter, as to any matters not resolved in such meeting to the satisfaction of Municipality, upon request by the Manager there shall be a subsequent meeting or conference call at which the representative of Company shall be a person from a higher management level at Company than the local manager. At all meetings or conference calls Company shall make available personnel qualified for the issues to be discussed and such meetings shall be at Municipality's offices unless otherwise agreed.

14.7 Governing Law: This Franchise shall be construed pursuant to the laws of the State of Michigan.

14.8 Waiver of Compliance: No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Franchise, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Franchise, but each and every covenant, agreement, term or condition of this Franchise shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

14.8.1 Municipality may waive any provision of this Franchise such as upon a claim or showing by Company that the costs associated therewith are an "external cost" which allows Company to increase its rates under the FCC rules.

14.9 Independent Contractor Relationship: The relationship of Company to Municipality is and shall continue to be an independent contractual relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or to either party's agents or employees as a result of the performance of this Franchise, unless expressly stated in this Franchise.

14.10 Severability: If any section, paragraph, or provision of this Franchise shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Franchise.

14.11 Reserved Rights: In addition to all rights provided in this Franchise, Municipality and Company reserve all rights and powers conferred by federal law, the Michigan Constitution, Michigan statutes and decisions, the Municipal Charter and Municipal ordinances which Municipality and Company are allowed to exercise.

14.12 [Reserved]

14.13 Execution Copies: This Franchise is executed in duplicate, each of which shall constitute an original instrument.

14.14 Effective Date: This Franchise shall be effective as of November 1, 2004 except that the franchise fee provisions of Section 7 shall take effect on January 1, 2005 (so as to allow Company adequate time to make any necessary changes in the collection and computation of franchise fees).

WITNESSES

CHARTER TOWNSHIP OF GRAND HAVEN

date

date

WITNESSES

CC MICHIGAN, LLC

date

date

EXHIBIT A—MINIMUM NUMBER OF ACTIVATED CHANNELS

See next page

A small portion of Zeeland Township and Milton Township served from a different head-end shall have a minimum of 42 channels.

COMMUNITY	COMM TYPE	Activated Channels
Alabaster	Township	75
Allendale	Township	81
Alpena	City	75
AuSable	Charter Township	75
Baldwin	Township	75
Belding	City	80
Cadillac	City	81
Caledonia	Township	81
Cass City	Village	60
Coldwater	City	77
Coldwater	Township	77
Courtland	Township	81
Dorr	Township	81
Durand	City	72
East Tawas	City	75
Ewart	City	35
Filer Charter	Township	81
Frankfort	City	81
Gaines	Township	72
Gladwin	City	81
Grand Haven	City	78
Grand Haven	Township	78
Grayling	City	55
Greenville	City	80
Hart	City	80
Holland	Township	78
Hudsonville	City	78
Ionia	City	80
Laketown	Township	78
Leighton	Township	81
Manistee	City	81
Middleville	Village	81
Milton	Township	74
Newaygo	City	47
Orleans	Township	81
Oscoda	Township	75
Otsego	City	80
Park	Township	78
Pentwater	City	81
Pentwater	Township	80
Plainfield	Township	81
Plainwell	City	80
Reed City	City	80
Richmond	Township	81
Robinson	Township	81
Rockford	City	81
Sault Ste. Marie	City	78
Sparta	Township	81
St. Ignace	City	75
Spring Lake	Township	81
Spring Lake	Village	81
Tallmadge	Township	78
Tawas	City	75
Vernon	Village	72
Wayland	City	81
Wayland	Township	81
Whitewater	Township	74
Zeeland	City	81
Zeeland	Township	81

59

975262

EXHIBIT B—DISCOUNTING EXAMPLE

Assume a subscriber's charge for a given month for Cable Service alone would be \$40, for local telephone service alone would be \$30, and for long-distance service alone would be \$30, for a total of \$100. In fact the three services are offered in effect at a combined rate where the subscriber receives a twenty (20%) percent discount from the rates that would apply to a service if purchased individually. The discount (here, \$20) for franchise fee computation purposes would be applied pro rata so that for such purposes, gross revenues for the provision of Cable Service would be deemed to be \$32 (\$40 less 20% of \$40). The result would be the same if the subscriber received a \$20 discount for telephone service on the condition that he or she also subscribes for Cable Service at standard rates.

If a good or service, such as telephone service, is subject to mandatory type rate regulation (meaning Company cannot legally sell the good or service for more or less than the rate set by the Michigan Public Service Commission, or successor or equivalent agency) then such rate shall be used in applying the discount. In the preceding example, if the mandatory rate for local telephone service were \$40, then the \$20 discount for franchise fee calculation purposes would be applied pro rata only to Cable Service and to long distance service, such that the discount would be deemed to be 28.57% (\$20 divided by \$70). Gross revenues for the provision of Cable Service would be deemed to be \$28.57 (\$40 less 28.57% discount).

The existence and amount of a discount shall be determined on the basis of the sum of the lowest generally available stand alone rates for each of the goods and services offered at the combined rate.

EXHIBIT C--OWNERSHIP OF COMPANY

See Next Page

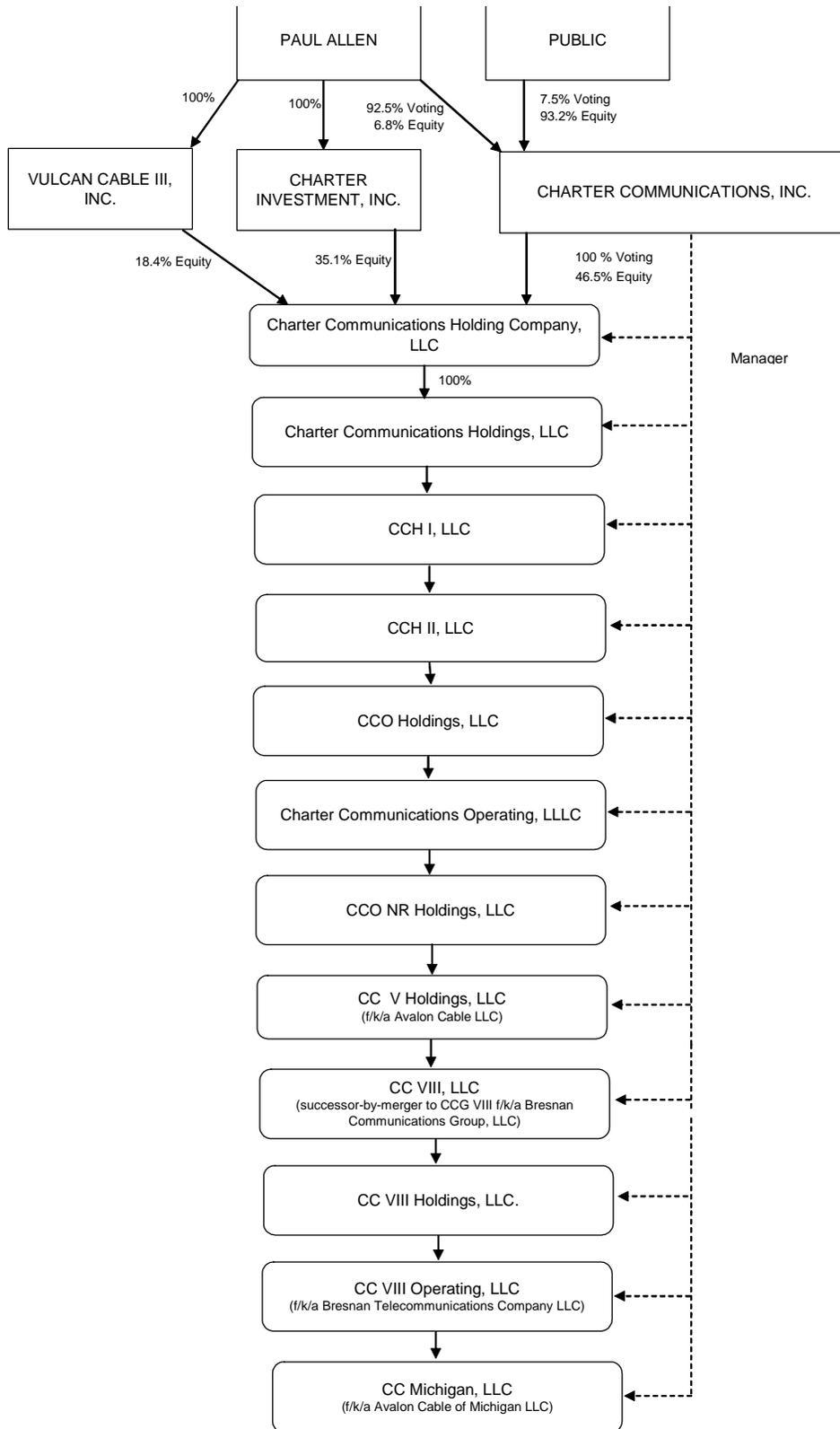


EXHIBIT D--LIENS AND ENCUMBRANCES

None.

EXHIBIT E--EVIDENCE OF INSURANCE

ADDITIONAL INFORMATION

CHI-001226490-01 DATE (MM/DD/YY)
11/06/04

PRODUCER Marsh USA Inc. 800 Market Street, Suite 2600 St. Louis, MO 63101-2500	COMPANIES AFFORDING COVERAGE		
	COMPANY	E	
405245-MI-CASUA-04-05 CCMI y y	COMPANY	F	
INSURED Charter Communications Inc. Charter Investment Inc. 12405 Powerscourt Drive St. Louis, MO 63131-3674	COMPANY	G	
	COMPANY	H	

TEXT

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

C. Insurance Company of the State of Pennsylvania Policy Number 5898943 (AOS) Policy Number 5898945 (IN, MA, MI, NY, UT, VA)

Charter Communications, Inc.
Named Insured Includes the Following Entities

Charter Investment, Inc., Charter Communications, Inc. and their:

- subsidiaries, associated, affiliated and inter-related companies;
- controlled or majority (more than 50%) owned partnerships, limited liability companies;
- interest only in (or its subsidiaries' interest in) any other partnerships or joint ventures or limited liability company;
- interest in (or its subsidiaries' interest in) any company or organization coming under its active management or control;
- any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired.

Marcus Cable Associates, L.L.C.
 Marcus Cable of Alabama, L.L.C.
 Marcus Cable - Corporate
 Marcus Cable Partners, L.L.C.

Robin Media Group, Inc.
 Tennesse, LLC
 Charter RMG, LLC

Renaissance Media LLC
 American Cable Entertainment Company, LLC

Charter Communications VI, LLC
 Falcon
 Charter Communications Michigan, LLC
 Charter Communications New England, LLC

Charter Communications Entertainment I, LLC

Charter-Helicon, LLC
 Helicon Partners I, LP

CC VIII Operating, LLC
 Midwest Cable Communications, Inc.
 Cablevision of Michigan
 Bresnan Communications
 Fanch

Rifkin Acquisition Partners, LLC
 Interlink Communications Partners, LLC
 Cable Equities of Colorado, LLC

...and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has or acquires during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.

General liability policy includes amended pollution exclusion to provide :

1. bodily injury and property damage arising out of the actual discharge, dispersal, dispersal, seepage, migration, release or escape of pollutants caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, collapse, riot and civil commotion, flood, automatic sprinkler leakage, earthquake or collision or upset of mobile equipment or aircraft;
2. the actual discharge, dispersal, seepage, migration, release or escape of pollutants caused by perils other than those listed above, provided that
 - a. such pollution commences during the term of this policy;
 - b. an insured discovers the commencement of such pollution no later than 20 calendar days after it commences; and
 - c. the insured reports the commencement of such pollution to us in writing no later than 30 days following its discovery by any insured.

CERTIFICATE HOLDER	
Township of Grand Haven 13300 169th Street Grand Haven, MI 49417	
	MARSH USA INC. BY Alfred A. Peterfeso <i>Alfred A. Peterfeso</i>

Page

ADDITIONAL INFORMATION

CHI-001226490-01 DATE (MM/DD/YY)
11/06/04

PRODUCER Marsh USA Inc. 800 Market Street, Suite 2600 St. Louis, MO 63101-2500	COMPANIES AFFORDING COVERAGE	
	COMPANY E	
405245-MI-CASUA-04-05 CCMI y y	COMPANY F	
INSURED Charter Communications Inc. Charter Investment Inc. 12405 Powerscourt Drive St. Louis, MO 63131-3674	COMPANY G	
	COMPANY H	

TEXT

Entity: CC Michigan, LLC

The Certificate Holder, A municipal corporation of the State of Michigan, all associated, Affiliated, allied and subsidiary entities of the municipality now existing or hereafter created, are included as Additional Insureds under the General Liability policy where required by written contract. Such coverage is primary where required by written contract.

CERTIFICATE HOLDER	
Township of Grand Haven 13300 168th Street Grand Haven, MI 49417	
	MARSH USA INC. BY Alfred A. Peterfeso <i>Alfred A. Peterfeso</i>
Page	

EXHIBIT F--SEASONAL RATE

A subscriber desiring seasonal service must take service at the standard rate, as of the Effective Date about \$46 for basic and expanded basic service, at least 6 months per year, and then is eligible to receive service at the rate of \$10/month for the period of time that the residential premises being served are not occupied.

The seasonal rate may be terminated and the subscriber required to pay the full rate for the period when seasonal service was taken if Company by phone or in person determines that subscriber's premises are occupied during any portion of the time that seasonal service is being taken.

EXHIBIT G—PERFORMANCE BONDS

Alabaster	Township	\$1,328
Allendale	Township	\$17,413
Alpena	City	\$22,962
	Charter	
AuSable	Township	\$5,549
Baldwin	Township	\$3,660
Belding	City	\$7,969
Cadillac	City	\$17,295
Caledonia	Township	\$8,677
Cass City	Village	\$4,722
Coldwater	City	\$7,438
Coldwater	Township	\$4,073
Courtland	Township	\$4,840
Dorr	Township	\$3,542
Durand	City	\$4,043
East Tawas	City	\$7,467
Ewart	City	\$1,771
Filer Charter	Township	\$4,486
Frankfort	City	\$3,748
Gaines	Township	\$4,958
Gladwin	City	\$5,696
Grand Haven	City	\$22,578
Grand Haven	Township	\$24,202
Grayling	City	\$3,424
Greenville	City	\$14,255
Hart	City	\$2,922
Holland	Township	\$44,507
Hudsonville	City	\$9,445
Ionia	City	\$9,681
Laketown	Township	\$6,198
Leighton	Township	\$767
Manistee	City	\$15,288
Middleville	Village	\$2,774
Milton	Township	\$5,076
Newaygo	City	\$1,948
Orleans	Township	\$1,535
Oscoda	Township	\$17,118
Otsego	City	\$6,493
Park	Township	\$33,676
Pentwater	City	\$2,951
Pentwater	Township	\$1,712
Plainfield	Township	\$4,339
Plainwell	City	\$6,405
Reed City	City	\$3,247
Richmond	Township	\$826
Robinson	Township	\$6,847
Rockford	City	\$8,087
Sault Ste.		
Marie	City	\$28,953
St. Ignace	City	\$5,372

Sparta	Township	\$4,221
Spring Lake	Township	\$20,129
Spring Lake	Village	\$5,460
Tallmadge	Township	\$6,670
Tawas	City	\$4,162
Vernon	Village	\$1,063
Wayland	City	\$4,781
Wayland	Township	\$1,063
Whitewater	Township	\$3,512
Zeeland	City	\$9,740
Zeeland	Township	\$6,936
TOTAL		\$500,000

EXHIBIT H CONTACT INFORMATION

Local General Manager

Mr. Dan Spoelman
215 Davis Street
Grand Haven, MI 49417
616-647-6201
616-847-0792
dan.spoelman@chartercom.com

Engineering, As-Built Drawings Location (if different from preceding)

Mr. Keith Schierbeek
Technical Operations Manager
247 James Street
Holland, MI 49424
616-399-0221
616-846-0792
keith.schierbeek@chartercom.com

Engineering, Construction Contact Person--same as above

Home, Regional Office Engineering, Construction Contact Person--same as above

State Government Affairs/Government Relations Contact

Mr. Timothy J. Ransberger
Vice President-Government Relations
Charter Communications
4670 Fulton Street East.
Ada, MI 49301
616-975-7482 ext 839
616-975-1107 Fax
transberger@chartercom.com

Public Emergency Contact

Mr. Keith Schierbeek
Technical Operations Manager
247 James Street
Holland, MI 49424
616-399-0221
616-846-0792
keith.schierbeek@chartercom.com

Senior Level Customer Service Contact

Ms. Donna L. Fike
Government and Customer Relations Manager
Charter Communications
P.O. Box 1029
701 S. Airport Road, West
Traverse City, MI 49684
231-941-3782
231-947-0586 Fax
dfike@chartercom.com

EXHIBIT I
INSTITUTIONAL AND VIRTUAL LOCAL AREA NETWORKS

1. Institutional Network Design
 - 1.1 Company shall install, activate and maintain on its Cable System certain dedicated capacity to be referred to as the Institutional Network (I-Net).
 - 1.2 Company shall provide, either using fiber optic cable on the Cable System or through the purchase and installation of additional fiber optic cable, sufficient optical fibers to interconnect each of the designated I-Net sites.
 - 1.3 The I-Net shall include optical fibers, coaxial cables, or other agreed-upon transmission infrastructure interconnecting each of the I-Net sites listed in Table 1 in a ring, star, or hybrid network architecture as outlined in a separate, mutual agreement.. To this end Company shall provide to Municipality the architecture and design for an I-Net overlaying the Cable System to connect to the designated I-Net sites.
 - 1.4 Within 30 days after receipt of the architecture and design for the I-Net, Municipality shall respond to Company with approval or request for re-design. If Municipality approves the architecture and design, Municipality shall advise Company of the portions of the I-Net that Company shall construct, activate and connect in conjunction with the construction of the Cable System. If Municipality does not find the architecture and design satisfactory to meet the interconnection requirements, Company shall revise the architecture and design based on Municipality's comments and resubmit the architecture and design within 30 days. The preceding procedure shall be repeated until agreement is reached.
2. I-Net Termination Specifications: Company shall purchase and install termination hardware at each I-Net site listed in Table 1 and at a location therein designated by Municipality, including standard connectors designated by Municipality, appropriately labeled. Company shall terminate the fibers with the termination hardware.
3. I-Net Network Equipment: User site equipment other than termination hardware shall be provided and maintained by Municipality for I-NET Users.
4. VLAN
 - 4.1 General: This service is provided over modems such as DOCSIS industry standard cable modems. The service shall be provided over Company's shared cable modem network, which at least initially shall be combined in substantial part with the subscriber video network (not a physically separate cable modem network), and shall use a standard coaxial cable drop to the locations being served.

- 4.2 Bandwidth: The service shall have bandwidth capability as outlined in a separate, mutual agreement.
- 4.3 Sites Served: The VLAN shall only serve sites (VLAN Sites) approved by Municipality, such as those sites listed on Table 2 below, as from time to time amended.
- 4.3 Routing: All VLAN Sites connected to this network shall be able to communicate with all other VLAN Sites over the network on a shared Ethernet like basis. Any router device on the customer/user side of the Company provided cable modem, all associated routing issues, shall be the responsibility of the VLAN user at the site.
- 4.4 Modem/Interface: The physical interface and demarcation point between the Company network and the user's site equipment shall be the female Ethernet connector on the cable modem that Company provides.
- 4.5 Security: Company will use access control lists of the source and destination addresses to limit access to VLAN Sites only by other VLAN Sites approved by Municipality.

Table 1

City of _____ I-Net Site List		
I-Net Number	Location	Address
1	City Hall	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Table 2

City of _____ Virtual Local Area Network Site List		
Location Number	Location	Address
1	City Hall	
2		
3		
4		
5		
6		
7		

City of _____ Virtual Local Area Network Site List		
8		
9		
10		
11		
12		

EXHIBIT J--INSTITUTIONS RECEIVING COMPLIMENTARY SERVICE AS OF THE EFFECTIVE DATE

Grand Haven Township

Customer Name	Address Line 1	Address Line 2	Address Line 3
GR HAVEN H FIRE DEPT	13250 168TH AVE	GRAND HAVEN MI 49417-9440	
GR HAVEN HIGH SCHOOL	17001 FERRIS ST	GRAND HAVEN MI 49417-9441	
GRAND HAVEN TWN HLL	13300 168TH AVE	GRAND HAVEN MI 49417-9440	
PEACH PLAINS SCHOOL	15849 COMSTOCK ST	GRAND HAVEN MI 49417-9412	
ROSYMOUND ELEMENTARY	14016 LAKESHORE DR	GRAND HAVEN MI 49417-8918	

EXHIBIT K--NUMBER OF PEG CHANNELS AS OF THE EFFECTIVE DATE

COMMUNITY	COMM TYPE	# of PEG Channels:	PEG Channel #:	Serviced by (Head-	Shared with:
Alabaster	Township	2	3,13	AuSable	Multiple
Allendale	Township	3	20,21,22	Allendale	Multiple
Alpena	City	2	3,13	Alpena	Multiple
AuSable	Charter Township	2	3,13	AuSable	Multiple
Baldwin	Township	2	3,13	AuSable	Multiple
Belding	City	2	21,22	Allendale	Multiple
Cadillac	City	3	2,11,13	Traverse City	Multiple
Caledonia	Township	3	20,21,22	Allendale	Multiple
Cass City	Village	1	3	Cass City	Novesta, Elkland
Coldwater	City	1	21	Coldwater	Multiple
Coldwater	Township	1	21	Coldwater	Multiple
Courtland	Township	2	21,22	Allendale	Multiple
Dorr	Township	3	20,21,22	Allendale	Multiple
Durand	City	1	19	Davison	Multiple
East Tawas	City	2	3,13	AuSable	Multiple
Ewart	City	1	2	Ewart	Osceola
Filer Charter	Township	3	2, 11, 13	Traverse City	Multiple
Frankfort	City	3	2, 11, 13	Traverse City	Multiple
Gaines	Township	1	19	Davison	Multiple
Gladwin	City	1	26	Midland	Beaverton, Grout
Grand Haven	City	3	20,21,22	Allendale	Multiple
Grand Haven	Township	3	20,21,22	Allendale	Multiple
Grayling	City	1	2	Grayling	Beaver Creek
Greenville	City	2	21,22	Allendale	Multiple
Hart	City	2	21,22	Whitehall	Shelby, Hart Twp
Holland	Township	3	20,21,22	Allendale	Multiple
Hudsonville	City	3	20,21,22	Allendale	Multiple
Ionia	City	2	21,22	Allendale	Multiple
Laketown	Township	3	20,21,22	Allendale	Multiple
Leighton	Township	3	20,21,22	Allendale	Multiple
Manistee	City	3	2,11,13	Traverse City	Multiple
Middleville	Village	3	20,21,22	Allendale	Multiple
Milton	Township	3	2, 11, 13	Traverse City	Multiple
Newaygo	City	1	16	Grant	Multiple
Orleans	Township	3	20,21,22	Allendale	Multiple
Oscoda	Township	2	3,13	AuSable	Multiple
Otsego	City	2	21,22	Allegan	Multiple
Park	Township	3	20,21,22	Allendale	Multiple
Pentwater	City	3	20,21,22	Ludington	Multiple
Pentwater	Township	3	20,21,22	Ludington	Multiple
Plainfield	Township	2	21,22	Allendale	Multiple
Plainwell	City	2	21,22	Allegan	Multiple
Reed City	City	2	21,22	Big Raids	Multiple
Richmond	Township	2	21,22	Big Raids	Multiple
Robinson	Township	3	20,21,22	Allendale	Multiple
Rockford	City	2	21,22	Allendale	Multiple
Sault Ste. Marie	City	3	2,3,6	Sault Ste Marie	Multiple
St. Ignace	City	2	11,12	St. Ignace	Multiple
Sparta	Township	2	21,22	Allendale	Multiple
Spring Lake	Township	3	20,21,22	Allendale	Multiple
Spring Lake	Village	3	20,21,22	Allendale	Multiple
Tallmadge	Township	3	20,21,22	Allendale	Multiple
Tawas	City	2	3,13	AuSable	Multiple
Vernon	Village	1	19	Davison	Multiple
Wayland	City	2	21,22	Allendale	Multiple
Wayland	Township	2	21,22	Allendale	Multiple
Whitewater	Township	3	2, 11, 13	Traverse City	Multiple
Zeeland	City	3	20,21,22	Allendale	Multiple
Zeeland	Township	3	20,21,22	Allendale	Multiple

EXHIBIT L--CHARACTER GENERATORS

Municipalities needing a character generator or the software equivalent

- City of Alpena
- Allendale Township
- City of Cadillac
- City of Durand
- Filer Township
- City of Grand Haven
- Grand Haven Township
- City of Grayling
- City of Greenville
- City of Hudsonville
- City of Ionia
- Plainfield Township
- Robinson Township
- Village of Spring Lake
- Village of Vernon
- City of Zeeland