

FRANCHISE RENEWAL AGREEMENT

This Agreement, made and entered this 13th day of November, 2001, by and between the MUNICIPALITY OF MONROEVILLE, referred to hereinafter as the Municipality, a municipal corporation organized under the laws of the Commonwealth of Pennsylvania and IONIAN COMMUNICATIONS, L.P., d/b/a ADELPHIA CABLE COMMUNICATIONS referred to hereinafter as Operator, a Delaware limited partnership.

WHEREAS, the Municipality is empowered to grant and renew franchises for the installation, operation and maintenance of cable communications systems and otherwise regulate them within its boundaries by virtue of the authority granted to it by the Communications Act of 1934 and the Telecommunications Act of 1996, 47 U.S.C. §151, et seq., as such Acts are amended, and the rules and regulations promulgated thereunder, by its power to regulate and control the public streets, alleys and rights-of-way, and by its general police powers; and

WHEREAS, the Municipality enacted Ordinance No. 2195, accepting the assignment of a non-exclusive franchise to Operator to install, operate and maintain a cable communications system within the boundaries of the Municipality of Monroeville on the 13th day of November, 2001; and

WHEREAS, Operator has requested an extension or a renewal of its franchise; and

WHEREAS, the Municipality in response to Operator's request for extension or for renewal of its non-exclusive cable communications franchise, finds that the renewal of the franchise is appropriate; and

WHEREAS, the Municipality and Operator have a mutual desire to enter into an agreement for the renewal of Operator's non-exclusive cable communications franchise, said agreement setting forth various facilities, service standards, payments, and other valuable considerations related to the provision of a premier cable communications system being offered by Operator in its proposal and being accepted by the Municipality;

NOW, THEREFORE, in consideration of the grant of franchise renewal and the mutual promises contained therein and intending to be legally bound hereby, the parties hereto do covenant and agree as follows:

SECTION 1: DEFINITIONS:

- 1.1. Access or Public, Educational and Governmental Access commonly called "PEG Access shall mean the right or ability of any person or resident of the Municipality, or any person affiliated with any institution, organization or governmental agency within the Municipality, to use designated facilities of the System, subject to terms and conditions established for such use, to produce local programming of interest to the community, either in the capacity as a private citizen or on behalf of any affiliated organization, educational or governmental institution or entity within the Municipality.
- 1.2. Access Channel - or "PEG Access Channel shall mean any video channel made available by the Grantee, in accordance with the terms and conditions of this Franchise Agreement, and the provisions of the Cable Act, as amended, for the purpose of transmitting non-commercial, locally produced programming by the public, by educational institutions and organizations and by governmental agencies.
- 1.3. Basic - shall mean basic service as provided by the Operator in the Municipality of Monroeville upon the effective date of this Agreement .
- 1.4. Cable Act - shall mean The Cable Communications Policy Act of 1984, Public Law 98-549 (an amendment to the Communications Act of 1934), as amended by The Cable Consumer Protection and Competition Act of 1992, Public Law 102-385 and

the Telecommunications Act of 1996, and any amendments to such Acts.

- 1.5. Cable Communications System or Cable System or System - A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include: (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves subscribers without using any public right-of-way; (3) 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, except that such facility shall be considered a cable system (other than for purposes of Section 620(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; (4) any facilities of any electronic utility used solely for operating its electric utility systems or (5) an open video system that complies with Section 653 of the Telecommunications Act of 1996.
- 1.6. Cable Service - The one way transmission to subscribers of video programming, or other programming services, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 1.7. Community Programming - Programming produced for distribution on any public, education or government access channel.
- 1.8. Council - shall mean the elected governing body of the Municipality of Monroeville, known generally as the Municipal Council.
- 1.9. Drop - The coaxial or fiber optic or other cable that connects a home or building to the subscriber network.
- 1.10. Grantee - refers to Ionian Communications, L.P. d/b/a Adelpia Cable Communications, organized under the laws of the State of Delaware, its lawful successors, transferees or assign.
- 1.11. Municipality - means the Municipality of Monroeville, including its present or future

boundaries within the County of Allegheny, and incorporated under the laws of the Commonwealth of Pennsylvania.

- 1.12. Programming - Any video or audio signal carried over the cable communications system.
- 1.13. Subscriber - shall mean any person who purchases and receives any service delivered over the System and includes those person who are not required to pay any fee because of their exemption from such fees through this Franchise Agreement or through agreements with the Grantee.
- 1.14. Subsidiary or Affiliate - Any person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with the Operator.
- 1.15. Total Gross Revenue - All revenues permitted by federal law, which are derived by the Operator in the Municipality from its operations for the provision of Cable Service pursuant to this Franchise.
- 1.16. User - shall mean a person or organization utilizing a System channel for purposes of production and/or transmission of material, as contrasted with receipt thereof by a Subscriber.
- 1.17. Written Notice - A communication sent through U.S. mail or facsimile, as set forth in Section 21 herein.

SECTION 2: GRANT OF NON-EXCLUSIVE AUTHORITY

- 2.1. There is hereby granted by the Municipality to Operator the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways, public places and rights-of-way, under the jurisdiction of the Municipality now laid out or dedicated, and all extensions thereof, and additions thereto in the Municipality of Monroeville, poles, wires, cables, underground conduits, manholes, amplifiers, appliances, pedestals, attachments and other proper equipment as are necessary and appropriate for the maintenance and operation in the Municipality of Monroeville of a cable communications system for the reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data and other electronic signals and impulses, provided that all

applicable permits are applied for and granted, all fees and taxes and all other Municipality Codes and Ordinances are otherwise complied with. In the event the Municipality grants a franchise to another multi-channel video service provider which allows such provider to 1) serve a less extensive area of the Municipality than is required hereunder by Operator; 2) pay a lesser franchise fee than Operator under this Agreement; and/or 3) expend a lesser amount of capital in order to meet the franchise requirements per year of the franchise term than required of Operator hereunder, then upon any such enumerated condition, Operator shall have the ability to insist that this Agreement be renegotiated and that the franchise undergo renewal procedures pursuant to the then applicable provisions of the Cable Act.

In the event Operator executes a franchise agreement, during the term of this Franchise, with another community in Pennsylvania or in a state contiguous to Pennsylvania and which is similar in size and demographics, which provides for 1) the payment of a higher franchise fee; and/or 2) a system build or rebuild which results in the routine provision of cable services not provided hereunder, subject to economic and technical feasibility then upon any such enumerated condition, the Municipality shall have the ability to insist that this Agreement be renegotiated and that the franchise undergo renewal procedures pursuant to the then applicable provisions of the Cable Act. For purposes of this section, the term "services" shall not be deemed to mean individual programming services and/or channels, but rather advanced cable services, such as digital service.

SECTION 3: POLICE POWER

- 3.1. The Operator shall, at all times during the term of the Franchise, be subject to the exercise of the police power by the Municipality and to such other generally applicable regulations as the Municipality shall hereafter provide. There is hereby reserved to the Municipality every right and power which is required to be herein reserved or provided by any ordinance of the Municipality, and the Operator, by its acceptance of the Franchise Renewal Agreement, agrees to be bound thereby and to comply with any action or requirements of the Municipality in its exercise of such

right or power heretofore or hereafter enacted or established provided that such regulations or ordinances do not render invalid any rights or privileges specifically granted to the Operator by this Franchise Agreement. The Operator shall comply with all applicable ordinances, codes, laws and regulations of the Municipality, County of Allegheny, Commonwealth of Pennsylvania, and the United States of America, which are now in effect or hereafter enacted.

SECTION 4: TERM

- 4.1. The term of this non-exclusive agreement shall be for a period of ten (10) years and shall commence upon the execution of this Agreement by both parties.

SECTION 5: LOCATION AND MAINTENANCE OF PROPERTY OF OPERATOR

- 5.1. Any underground wires, cable lines, conduits, or other properties of the Operator to be constructed or installed in streets shall be so constructed or installed only at such locations and in such manner as shall be approved by the Municipality and shall be so located so as not to interfere with the rights and reasonable convenience of property owners who adjoin any of the said streets.
- 5.2. Operator shall publicize proposed construction work prior to commencement. Except in cases of emergency, Operator shall notify all residents affected by proposed underground work and any work that may interfere or impair resident use of his or her property not less than forty-eight (48) hours prior to commencement of that work, such notice including operator telephone number and the party to contact regarding questions about the construction.6.3. In case of disturbances of any street, easement or paved area or other property, Operator shall, at its own cost and expense and in a manner approved by the Municipality, replace and restore such street, easement or paved area or other property in as good a condition as before the work involving such disturbance was done. If Operator fails to make such proper restoration within a reasonable time, the Municipality may give ten (10) days written notice to Operator of the restoration and replacement required. Upon failure of the Operator to comply within the specified time, the Municipality may replace and restore such area at the

expense of the Operator.

- 5.3. Within sixty (60) days of a request from the Municipality, Operator at its cost shall provide to the Municipality updated strand maps showing the actual location and description of the cable system. If feasible, these will be both printed and provided in digitized format usable in the GIS system of the Municipality and said maps shall show the location of all cable lines, pedestals and vaults of the Operator, the location of all streets and the location of all residences. Updated maps shall be delivered to the Municipality within sixty (60) days of any change.
- 5.4. The Operator shall not install any facilities or apparatus in or on other public property, places, easements or rights-of-way, or within any privately owned area within the Municipality which has not yet become a public street but is designed or delineated as a proposed public street on any preliminary or final subdivision plan or map approved by the Municipality except those installed in or on public utility facilities now existing, without obtaining the prior written approval of the Municipality.
- 5.5. Operator, upon the request of any person or agency who has contracted to perform work on a public right-of-way, shall provide at no cost to the Municipality or to such person or agency accurate detailed information to such person or agency regarding the location of any of Operator facilities in such right-of-way. Such information, if requested, shall include sending a representative familiar with the installation of cable service facilities to the site of the work to mark or designate the location of the facilities of Operator. The Operator shall comply with all applicable one call system requirements.
- 5.6. All equipment installations, lines and other property of the Operator, in, over, under and upon all public and private areas of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair and in such manner as to comply with all federal, state and municipal requirements.
- 5.7. Operator, at its expense, and within a reasonable time prescribed by the Municipality

shall protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place any property of the Operator when required by the Municipality by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grades, or the installation of sewers, drains, water pipes, power lines, signal lines, tracks or any other type of structures or improvements by public agencies; provided, however, the Operator in all such cases shall be able to share proportionately with utility companies in any Federal, State or County funds awarded to the Municipality for that purpose. Nothing in this Section shall be construed to require the Municipality to make application for or seek a grant for any such funds.

- 5.8. If at any time in case of fire, disaster or emergency, it shall be necessary in the reasonable judgment of the Municipality, to cut or move any of the wires, cable or equipment of the Operator, the Municipality shall have the right to do so without cost or liability; provided, however, that wherever possible, the Municipality will give the Operator notice and the ability to relocate wires, cable or other equipment. In either case, Operator shall have the right to seek reimbursement from any of its applicable insurance programs or government programs for reimbursement.
- 5.9. The Operator shall give the Municipality and the affected property owner at least five (5) days written notice, except in cases where emergency repairs are necessary, regarding the need to trim trees upon and overhanging municipal rights-of-way of the Municipality so as to prevent the branches of such trees from coming in contact with the wires and cables of the Operator; at the option of the Municipality, such trimming may be done by the Municipality at the reasonable expense of the Operator, or by the Operator under the Municipality supervision and direction at the expense of the Operator. Trimming shall be limited to the area required for clear cable passage and shall not include major structural branches which materially alter the appearance and natural growth habits of the tree. For the purpose of this Section, emergency repairs shall include situations where storm damage causes a tree or limbs to fall on the cable requiring immediate removal.

- 5.10. The Operator shall, on the request of any person holding a building moving permit issued by the Municipality, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting same, and the Operator may require such payment in advance. Except in case of emergency, the Operator shall be given not less than one (1) week advance notice to arrange for such temporary wire changes, unless mutually agreeable between the owner, the Municipality and the Operator.
- 5.11. At the expiration of the term for which the franchise is granted, or upon its termination and cancellation, as otherwise provided for herein, and pursuant to applicable law, the Municipality shall have the right to require the Operator to remove at its own expense all portions of the cable communications system from all streets within the Municipality. The Operator shall within one hundred eighty (180) days after having been given written notice, remove from the streets or public places all such property of such system other than any which the Municipality may permit to be abandoned in place. In the event of such removal, the Operator shall promptly restore the street or other area from which such property has been removed to a condition satisfactory to the Municipality. Any property of the Operator remaining in place one hundred eighty (180) days after the Operator is given notice pursuant to this subsection may at the option of the Municipality, be considered abandoned, unless Operator is prevented from removing its facilities due to circumstances beyond its control, such as a natural disaster (i.e. tornado), or unless a longer period of time has been agreed upon by the Municipality and Operator. Any property of the Operator which the Municipality permits to be abandoned in place shall be abandoned in such manner as the Municipality shall prescribe. Subject to the provisions of any utility joint use attachment agreement, upon abandonment of the property of the Owner in place, the property may, at the Municipality sole option, become that of the Municipality, and the Operator shall submit to the Municipality an instrument in writing, to be approved by the Municipal Solicitor, transferring to the Municipality the ownership of such property.

- 5.12. Upon the failure of the Operator to commence, pursue, or complete any work required by law, or by the provisions of Operator franchise, or by any other applicable Federal, State or local law, ordinance, rule or regulation, to be done in any street or other public place within the time prescribed, and to the satisfaction of the Municipality, the Municipality, at its option, may cause such work to be done, and the Operator shall pay to the Municipality the reasonable cost thereof in the itemized amounts reported by the Municipality to the Operator within thirty (30) days after receipt of such itemized report.
- 5.13. Notwithstanding the above grant to use the streets and public rights-of-way, no street or right-of-way shall be used by the Operator if the Municipality reasonably determines that such use is inconsistent with the terms, conditions or provisions by which such street or right-of-way, or portion thereof, was created or dedicated or is presently being used, provided such authority is exercised in a non-discriminatory manner.

SECTION 6: EQUIPMENT AND FACILITIES OFFERED

- 6.1. Operator shall provide free Basic or the equivalent, service to those public and parochial schools in the Municipality which are identified on Exhibit A, Monroeville volunteer fire stations within the Municipality which are identified on Exhibit A, the Municipal Center, the Monroeville Senior Citizen Center, the Monroeville Public Library and the Monroeville Public Safety Training Center within sixty (60) days after receiving a request in writing from an authorized school or Municipality official. To the extent that a new municipal building, recreational facility or other municipal or school building is constructed within one hundred seventy-five (175) feet of existing cable plant, during the duration of this Agreement, the Operator will provide the same service within sixty (60) days of receiving a request in writing from an authorized school or municipal official. To the extent that any such building is constructed beyond feet of existing cable plant, the additional cost of such installation shall be borne by the Municipality or School District.
- 6.2. The Operator will wire the municipal building and a designated location of the school

district with the capability that cable casts can be done live from these locations and shown over the designated PEG channel. This will include cable and all necessary equipment and maintenance including but not limited to modulators, processors or combiners. All other equipment, such as cameras and studio equipment shall be provided by the Municipality, the school district or any other entity utilizing the channel. A dedicated fiber optic line will be installed from the head end at the municipal building and the high school to be used as return feeds to allow live telecasts. To the extent that any such building selected by the Municipality is beyond 150 feet of existing cable plant, the additional cost of such installation shall be borne by the Municipality or School District.

- 6.3. The Operator will only be responsible for supplying and maintaining the wiring of the above facilities and the testing to assure the delivery of quality signals. The equipment necessary to transmit the signals will be provided by others.
- 6.4. At the time of the execution of this Agreement, Operator will contribute to the Municipality a one-time PEG Capital grant in the amount of Fifty thousand dollars (\$50,000.00) to be used by the Municipality over the term of this Agreement for equipment. It is understood that within sixty (60) days of executing this Agreement, the Operator shall deliver this amount payable to the Municipality. It is expressly understood and agreed that this amount is over and above any other expenditures called for by this Agreement and no other expenditures of time, money, personnel, or otherwise on behalf of the Operator will be deducted from this grant.
- 6.5. Operator will provide, install and maintain hardware and software for an Emergency Alert Override System that will be capable of providing an immediate all-analog channel audio override to be directly activated by designated municipal authorities for emergency messages to all subscribers within the Municipality. This capability will be extended to all channels when economically and technologically feasible. This system shall be designed to permit viewers to be instructed to turn to a specific channel for detailed emergency information. The Operator has agreed to support the Monroeville Public Access Facility in a location mutually agreed upon by the

Operator and the Municipality. There shall be the ability to cablecast directly from the facility and record for later transmission. The Operator has agreed to continue to provide the service of a staff person trained in television production on a full-time, 40-hour per week basis.

- 6.6. Operator has constructed a local origination studio facility, which it has made available for access purposes to the residents of the Municipality. This facility is available to the residents of the Municipality of Monroeville and the Gateway School District. The facility shall be located within the corporate limits of the Municipality of Monroeville. At a minimum, this facility shall include equipment equivalent to that presently provided. Said facility may be used by other public jurisdictions that are part of the system within the franchise area, for the purpose of access programming. The studio shall be available for production during such times as Operator and public access users mutually agree. The amount of time allotted to each community for access use of the facility shall be determined by each community using the facility, provided the Municipality shall have the right to use the facility for at least that amount of time which equals the Municipality proportionate share of Subscribers relative to the total number of Subscribers in the franchise area communities.

Operator shall be responsible for the ongoing maintenance of said facility and the replacement and upgrading of equipment as needed. Operator shall provide the service of staff persons trained in origination production to assist local access users in the training and utilization of the facilities, at a time mutually agreeable between Operator and residents.

- 6.7. All users of community communications facilities or channels shall be responsible for obtaining appropriate authorization from the owners of intellectual property rights for use in connection with their productions. Nothing herein should be construed to render Operator or the Municipality liable for the failure of any user to secure and protect intellectual property rights of others.
- 6.8. Access to Cable Modem Platform: Operator agrees to reopen discussions in the event

that State Legislature and/or the FCC take positions that Government may be involved in non-discriminatory access to other Internet service providers, provided that Operator shall not be forced to provide such access, unless specifically mandated by final, non-appealable order of a governmental agency or court having jurisdiction over both Operator and Municipality and only to the extent mandated by such order.

- 6.9. Free Internet Connection: Operator agrees to provide one free Internet connection to the Monroeville Public Library and the public and parochial schools located within the Municipality of Monroeville and within 175 feet of the cable system's distribution plant. Operator will not be required to bear any expense in excess of the cost of standard installation of a 175-foot service drop. Any additional costs will be borne by the requesting school or library on a time-and-material basis. All such public schools and libraries receiving such service will enter into Adelphia's standard installation agreement. The City agrees that such institutions will not internally network Adelphia's connection to other computer terminals.
- 6.10. Automatic Withdrawal of Payment: Operator shall make available automatic withdrawal for cable bills and cable bill payments within two (2) years from the date of this Agreement, barring unforeseen circumstances.
- 6.11. I-Net Municipal and School District Private Network: Operator agrees to provide a proposal at a cost plus basis for the construction of an I-Net Network for the Municipality prior to signing this agreement. Operator agrees to provide a proposal at a cost plus basis for the construction of an I-Net Network for the Gateway School District prior to signing this agreement.

SECTION 7: ACCESS CHANNELS:

- 7.1 The Operator shall provide three public, educational and governmental (PEG) channels pursuant to this Agreement. Nothing in this Section shall prohibit the Municipality from allowing government or public use of either or both channels. Any cable channel capacity provided for local government, educational and public access programming pursuant to this Franchise and Section 611 of the Cable Act shall not be utilized for advertising, which is defined as promoting any service,

facility or product for profit and calling for any action on the part of the viewer. The Municipality agrees not to use the access channels to provide services that may compete, directly or indirectly, with services provided by Operator.

- 7.2. In the event that the Operator changes its cable format or size, Operator will make any necessary adjustments so that the equipment used by the government, school and public access groups will be able to broadcast clearly on these channels without the necessity of buying a new type of equipment.
- 7.3. The PEG Channel or channels shall provide a clear signal for audio, picture and data.
- 7.4. Whenever any access channel is utilized less than four (4) hours per day for six (6) days per week for a continuous period of not less than twelve (12) consecutive weeks, Operator may request to utilize the unused access channel capacity in accordance with the specific terms and conditions as may be agreed upon by Operator and Municipality at the time of the request. Terms and conditions for this purpose shall include provisions for the return of said access capacity within a specified time as agreed upon by Operator and Municipality. Nothing herein will require the Municipality to permit such use of the channel.

SECTION 8: SERVICE STANDARDS:

- 8.1. Operator shall put, keep and maintain all parts of the cable system in good condition throughout the entire franchise period and shall meet or exceed all required standards throughout the term of the franchise. Operator shall monitor the signal quality of all channels delivered on the cable communication system, including the community programming channels to ensure that the signal is received throughout the system without degradation. Further, the Operator agrees to keep the Monroeville system in the upper 10% of all systems operated by Operator, in the geographic area regarding the routine deployment of new technology and services, subject to technical and economic feasibility. The geographic area includes the Pittsburgh SMSA, .
- 8.2. Upon termination of service to any subscriber, Operator shall promptly remove all its facilities and equipment from the premises of such subscriber upon subscriber request.

- 8.3. Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Operator shall give at least twenty-four (24) hours written notice to the Municipal Manager and notice on the character generator of any planned interruption, which would interrupt service to more than five percent (5%) of Operator subscribers in the Municipality. Any interruptions, to the maximum extent possible, shall occur during periods of minimum system use.
- 8.4. In the event of an outage of any service, the Operator shall, upon request, credit the subscriber account on a per diem basis for loss of service. The credit will appear on the next available billing cycle of the Operator occurring after the outage. If the outage lasts more than one (1) hour, the subscriber shall receive credit for one (1) day service.
- 8.5. Operator shall provide and maintain a toll free, 24 hour answering line which subscribers may call without incurring toll charges so that prompt maintenance and service is available. Operator shall provide listings of the toll free telephone number in a local telephone directory.
- 8.6. Operator shall maintain a in the Municipality of Monroeville a convenient location for customers to pay bills, make inquiries and exchange equipment for the duration on the agreement. Current hours of operation shall not be decreased without notifying the Municipality.
- 8.7. Except by mutual agreement, the Operator shall not allow its cable or other operations which require the use of the Municipality right-of-way to interfere with television reception of sets not served by Operator, nor shall the system interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents of the Municipality.
- 8.8. Operator shall maintain a repair and maintenance crew capable of responding to subscriber complaints regarding service problems by the end of the day following receipt of the complaints, with the exception of complaints received on Saturday, which will be answered by the end of the next business day. No charge shall be made

to the subscriber for this service unless such maintenance or repair is required as a result of damage caused by the subscriber in which case the Operator may charge a reasonable cost for time and materials.

Further, Operator shall maintain an appointment schedule and insure a 90% response time within two (2) hours of the scheduled appointment and four (4) hours response time for the remaining ten percent (10%) of appointments. In the event appointments are missed by more than four (4) hours, excluding acts of God, Operator shall pay the subscriber twenty dollars (\$20.00). In the event of a missed installation appointment, Operator shall pay subscriber twenty dollars (\$20.00) or the cost of the installation, whichever is greater.

- 8.9. Notwithstanding the foregoing, complaints of subscriber outages, including outages of one or more cable services, for a subscriber will have service restored within twenty-four (24) hours following receipt of the complaint, if within Operator's control.
- 8.10. Complaints involving service problems for a subscriber, not involving an outage, will have service corrected within forty-eight (48) hours following receipt of the complaint, if within Operator's control.
- 8.11. Operator shall maintain a record listing date of customer complaints, identifying the subscriber, and describing the nature of the complaints and when and what action was taken by the Operator in response thereto. Such record shall be kept at Operator's local office and shall be available for inspection by the Municipality during regular business hours. Operator will furnish the Municipality with a copy of entries for any month or months requested without charge. In addition, upon request, Operator shall furnish the Municipality with a monthly service summary of these records. All service complaint records shall be retained on file by the Operator for at least one (1) year.
- 8.12. The Operator shall notify subscribers of its complaint resolution procedures in accordance with 47 C.F.R. § 76.607.
- 8.13. Where there have been similar complaints made, or when there exists other evidence

which, in the reasonable judgment of the Municipality, casts doubt on the reliability or quality of cable service, the Municipality shall have the right and authority to compel Operator to test, analyze and report on the performance of the system or any part thereof to determine if it meets FCC technical standards. Such report shall be delivered to the Municipality no later than twenty (20) days after the Municipality formally notifies Operator of the Complaint and shall include the following information: the nature of the complaints which precipitated the special tests; what system component(s) was tested; the equipment used, and procedures employed in said testing; the results of such tests; the method in which said complaints were resolved, if applicable; and any and all additional information deemed necessary by the Municipality.

- 8.14. Only if the Municipality deems it necessary will tests and analysis under this Agreement be supervised by a registered electrical engineer or technical specialist not on the staff of Operator and selected by the Municipality to determine if the system meets FCC standards. The aforesaid engineer or technical specialist shall sign all records of special tests and forward to the Municipality such records with a report interpreting the results of the test and recommending action to be taken by the Municipality. The first tests for any calendar year pursuant to this subsection will be paid by Operator. Subsequent tests for any calendar year will be paid for as follows: If the system fails to meet the required standard, the Operator will bear the cost of the testing and report. If systems meets the standards, the Municipality will assume the expense of the testing and report.
- 8.15. Subscriber notices shall be in accordance with applicable federal law.
- 8.16. An appropriate representative of the Operator will be required to appear at Council meetings upon forty-eight (48) hours prior written notice with the notice listing the matters to be discussed.
- 8.17. Upon request, the Operator will furnish the Municipality with a list of all tests performed on the system or any part thereof and of all reports or documents filed with any governmental agency relating to the Municipality and, upon request, will provide

the Municipality with a copy of such test or document.

- 8.18. The Operator will provide the Municipality and every affected subscriber with the following information, and provide written notice thirty (30) prior to any changes in such information to the Municipality and thirty (30) days prior to any changes in such information to the subscribers as follows: (1) notification of its billing practices; (2) notification of services, rates and charges; (3) equipment notification; (4) form of bills; (5) billing due dates, delinquency, late charge and termination of service policies; (6) charges for downgrading of services; and (7) billing dispute policy.
- 8.19. When Operator changes channel locations or any video programming service, Operator shall provide at least thirty (30) days prior notice to the subscribers and the Municipality of such change, except when beyond Operator control, and provide an updated channel listing to the subscribers and to the Municipality.
- 8.20. The Operator will provide stereo cable reception through television sets capable of receiving stereo reception for all of the services Operator carries on the system which supply a stereo reception signal or capability.
- 8.21. The Operator will comply with the Federal Communications Commission regulations regarding equipment compatibility.
- 8.22. The Operator shall not impose any charge for a downgrade of service where a subscriber requests the downgrade within a thirty (30) day period following receipt of any notice of a rate increase relative to the service in question or within thirty (30) days of receipt of notice of a reduction in the number of channels on a tier or the substitution of five percent (5%) or more of the programming on a particular tier.
- 8.23. The Operator agrees to conduct customer satisfaction surveys addressing primarily program and service matters starting with the signing of the Agreement and every two years after throughout the duration of the Agreement. The Monroeville Cable Television Advisory Committee will be provided with a copy of the surveys prior to being sent out. The Committee will have the opportunity to comment and make suggestions regarding the content to the Operator. The Operator agrees to share the results with the Municipality.

- 8.24. The Municipality has and will retain the ability to enforce any local, state or federal laws or regulations regarding consumer rights or technical standards as permitted by law.

SECTION 9: CONTINUITY OF SERVICE MANDATORY

- 9.1. In the event that Operator elects to overbuild, rebuild, modify, or sell the system, or the Municipality gives notice of intent to terminate or fails to renew a franchise, the Operator shall act reasonably to ensure that all subscribers receive continuous, uninterrupted service. In the event of a change of Operator, or in the event a new Operator acquires the system, Operator shall cooperate with the Municipality and the new Operator in maintaining continuity, Operator shall be entitled to reimbursement from any succeeding Operator for its reasonable costs for its services provided. In lieu thereof, Operator may choose to retain the revenues for such period.
- 9.2. In the event that ten percent (10%) or more of the cable system fails to operate for ninety-six (96) consecutive hours without prior approval of the Municipality, the Municipality may, at its option, operate the system or designate an Operator until such time as Operator restores service under conditions acceptable to the Municipality or until a permanent Operator is selected except if such failure is the result of an Act of God. If the Municipality is required to fulfill this obligation for Operator, the Operator shall reimburse the Municipality for all reasonable costs or damages in excess of revenues from the system received by the Municipality that are a direct or indirect result of the Operator's failure to perform. Ten percent (10%) or more of the system failing to operate for ninety-six (96) consecutive hours without prior approval of the Municipality is a breach of this Agreement, and the Municipality shall have the right to terminate this Agreement unless such failure is the result of an act of God or the result of circumstances beyond the control of the Operator and the Operator is making every effort to restore service. This section does not apply in the event that Operator surrenders the Franchise.

SECTION 10: PAYMENT OF FRANCHISE FEES

- 10.1 For the reason that the streets and right-of-way to be used by Operator in the operation

of its cable communications system within the boundaries of the Municipality are valuable public properties acquired and maintained by the Municipality at great expense to its taxpayers, and that the grant of the Franchise to the Operator to use said streets is a valuable property right without which the Operator would be required to invest substantial capital in right-of-way costs and acquisitions, and because the Municipality will incur costs in regulating and administering the franchise, the Operator shall pay to the Municipality a franchise fee equal to five percent (5%) of the annual gross revenues, as defined in this Agreement, received by the Operator. In the event that federal law is amended to authorize a higher franchise fee, the Municipality may request, and Operator shall agree, to renegotiate in good faith the franchise fee provisions contained herein in accordance with such law.

10.2 The franchise fee shall be assessed on a calendar year quarterly basis and shall be received by the Municipality no later than forty-five (45) days after the expiration of the quarter for which payment is due. If payment from the Operator is received more than forty-five (45) days after the expiration of the quarter, then the Operator is subject to a 2% late charge per month that the franchise fee remains unpaid. The Operator shall file a complete and accurate verified statement at the end of each calendar year quarter certified by a management representative of Operator explaining how the payments were calculated. Said statement shall include, at a minimum, information regarding the number of subscribers or users for each service and for each service tier, the rate charged for each service and for each service tier, the amount of revenues collected for each service and each service tier during the applicable calendar year quarter, the number of subscribers for each item of equipment leased or sold or other service provided, as well as the rate charged for each item of equipment or service, and a breakdown by category of revenues from all other sources. Said statement shall be due at the Office of the Municipality within sixty (60) days of the end of each calendar quarter. Within ninety (90) days of the close of Operator's fiscal year, the Operator shall also submit to the Municipality a statement from its accounting manager verifying the accuracy of the total gross revenues and the franchise fee payments for the previous fiscal year. The accounting manager shall further verify the accuracy of the amount reported for each

particular category of revenue, as specified in this Section.

- 10.3. Upon at least fifteen (15) business days written notice, the Municipality shall have the right to inspect and copy at an Operator local office in Allegheny County or Indiana County the financial records of Operator for the purpose of verifying or identifying revenue owed to the Municipality. The Municipality shall have the right to audit these and to re-compute any amounts determined to be payable under this or any other Section. In the event that said audit determines that funds are owed to the Municipality in an amount in excess of five percent (5%) in any fiscal year by Operator, the cost of said audit shall be borne by the Operator.
- 10.4. In the event that any franchise payment is not made in the proper amount on or before the applicable dates listed herein, then interest shall be compounded at the rate of one percent per month. Any re-computed amount, whether determined by audit or quarterly report, shall bear interest as described from the date such payment was originally due.

SECTION 11: INSURANCE AND INDEMNIFICATION

- 11.1. Operator agrees that it will maintain throughout the term of the Franchise the following insurance:
 - 11.1.1. Workers Compensation Insurance as required by applicable laws;
 - 11.1.2. Comprehensive General and Automobile Liability Insurance, including bodily injury, property damage, personal injury, contractual liability (for the provisions of this Agreement), broadcaster liability (to include libel, slander, defamation of character, invasions of privacy and misappropriation of titles, slogans or ideas), and coverage for copyright infringement, in the following amounts:
 - 11.1.2.1. Comprehensive general liability with minimum limits as follows:
 - 11.1.2.1.1. Bodily injury or death each person: \$2,000,000
 - 11.1.2.1.2. Each occurrence: \$5,000,000
 - 11.1.2.1.3. Property damage and each accident: \$500,000 and aggregate:

- 11.1.2.1.4. Broadcaster and copyright liability: \$1,000,000
- 11.1.2.2. Comprehensive Automobile Liability including non-ownership and hired car coverage as well as owned vehicles with minimum limits as follows:
 - 11.1.2.2.1. Bodily injury or death each person: \$2,000,000
 - 11.1.2.2.2. Each occurrence: \$5,000,000
 - 11.1.2.2.3. Property damage each occurrence: \$500,000
- 11.2. The Operator shall provide the Municipality with a Certificate of Insurance evidencing the coverages required in Section 12.1. The Certificate shall state the policy numbers, and expiration dates of all policies, carrier name and limits and the Certificate of Insurance shall also provide for thirty (30) days prior written notice to the Municipality in the event of cancellation or any material alterations of any policies. The Municipality will be listed as an Additional Insured under the policy covering comprehensive general liability. It is agreed that this policy shall be primary to any insurance maintained by the Municipality with respect to any and all claims arising out of or resulting from the operations of the cable franchise or from premises or equipment owned or controlled by the Operator.
- 11.3. The Operator shall indemnify, hold harmless and defend the Municipality from and against any and all cost, expenses (including reasonable counsel fees), liabilities, contingent or actual, losses, damages, suits, actions, fines, penalties, claims or demands of any kind asserted by or on behalf of any person, entity, governmental agency or authority arising out of or in any way connected with this Franchise Renewal Agreement, or out of Operator's use, operation, or construction of the cable system including liabilities, contingent or actual, losses, damages, suits, actions, fines, penalties, claims or demands asserted by or on behalf of any person, entity, governmental agency or authority arising out of or caused by Operator's acts or omissions under this Franchise, except to the extent such liabilities or damages are solely attributable to the Municipality.
- 11.4. Insurance shall be written with companies, which are licensed to do business in the Commonwealth of Pennsylvania with a rating by Standard and Poors, or its

equivalent, of not less than A-

- 11.5. All insurance provided pursuant to this Section shall name the Municipality of Monroeville and its Cable Television Advisory Committee and each of their respective officials, members, and employees to the extent each is acting in his/her official capacity, with respect to all claims arising out of the Operator's operation and maintenance of cable communication services under this Agreement, excluding the use, operation and maintenance of the channels and facilities for broadcasting on the PEG channels. In addition, the insurance policies will cover the indemnification and contractual liability provisions of this Franchise Renewal Agreement.

SECTION 12: TRANSFERS AND ASSIGNMENTS

- 12.1. The transfer, sale or assignment of this Franchise, which effects a change in control or ownership of the Operator, may only be done with the approval of the Municipal Council. The transfer, sale or assignment will be subject to the provisions of this Section. To the extent then current federal law mandates a shorter period of review or different criteria, then that will control but all other terms will remain the same. This approval will not be unreasonably withheld provided that the transferee, purchaser, or assignee agrees to be bound by the provisions of this Franchise Renewal Agreement and has the necessary technical, financial, legal qualifications and managerial skills and background to operate the system. Demands to renegotiate this Franchise Renewal Agreement will be deemed to be unreasonable unless the proposed renegotiation items are necessary to ensure that the transferee, purchaser, or assignee has the necessary technical, financial, and legal qualifications and managerial skills and background to operate the system.
- 12.2. A change in control or ownership shall be defined as the acquisition, in one or more transfers or transactions, of the stock, voting power or assets of the Operator by one or more persons or entities, other than entities in which more than 51% of the stock or partnership interest is and continues to be owned by John Rigas or his family members or any subsidiaries of such a Rigas owned entity, or the assets or stock of the company are transferred to a financial institution as security for refinancing purposes, provided, however, that such financial institution shall not operate the

cable system without the Municipality written consent. Family member shall refer to spouses, children, grandchildren, parents, grandparents, brothers and sisters.

- 12.3. Operator shall notify the Municipality in writing of its intent to transfer, sell, or assign the Franchise, which will effect a change in ownership or control. Such notice of intent to transfer, sell, assign or change ownership or control will include copies of all transfer documents and agreements to the extent necessary to ascertain whether the proposed transferee, assignee, or purchaser has the technical, financial, and legal qualifications and managerial background and skills to operate the system. The Municipality shall then have thirty (30) days from the receipt of the notice to request from Operator additional information necessary to ascertain whether the proposed transferee, assignee, or purchaser has the technical, financial, and legal qualifications, and managerial background and skills to operate the system. The Municipality shall then have fifteen (15) days from receipt of that information to request from Operator additional information necessary to ascertain whether the proposed transferee, assignee, or purchaser has the technical, financial, and legal qualifications and managerial background and skills to operate the system. Within sixty (60) days of receiving all requested information, the Municipality shall act on Operator request. If the Municipality takes no action by the end of the sixty (60) day period, consent shall be deemed to have been given. Should the Municipality request no additional information on the proposed transaction, it shall have seventy-five (75) days from receipt of the notice to act on Operator request. Should it fail to act within this seventy-five (75) day period, consent shall be deemed to have been given. The Operator shall have the burden of establishing the technical, financial, and legal qualifications and managerial skills and background of this proposed buyer, assignee or transferee.

SECTION 13: FORFEITURE AND TERMINATION

- 13.1. In addition to all other rights and powers retained by the Municipality under this Agreement or otherwise, the Municipality reserves the right to forfeit and terminate the Franchise and all rights and privileges of Operator in the event of a material breach of its terms and conditions. In interpreting the Franchise Renewal Agreement,

material provisions shall include all labeled as such and all others, which, under all the facts and circumstances indicated, are a significant provision of the Agreement.

A material breach by Operator shall include but is not limited to the following:

- 13.1.1. Violation of any material provision of the Franchise Renewal Agreement, federal or state law or regulations regulating the cable operator, or any material rule, order or regulation of the Municipality made pursuant to the Franchise Renewal Agreement
- 13.1.2. The practicing of any fraud or deceit upon the Municipality or its subscribers or customers;
- 13.1.3. Material misrepresentation of fact in the negotiation of the Franchise Renewal Agreement or in the materials submitted for incorporation into the Franchise Renewal Agreement;
- 13.1.4. Failure to restore cable service after seventy-two (72) consecutive hours of interrupted service, if within Operator's control, for the entire system except when approval of such interruption is obtained from the Municipality;
- 13.1.5. Conviction of Operator of a crime involving moral turpitude, including criminal fraud;
- 13.1.6 The financial inability of Operator to continue operating or maintaining the cable system as evidenced by the following:
 - 13.1.3.1. The voluntary or involuntary filing of a petition of bankruptcy or for reorganization or for the adoption of arrangements under the Bankruptcy Code as now or in the future amended or the filing of a similar action pursuant to the laws of the Commonwealth of Pennsylvania;
 - 13.1.6.2. The making of an assignment for the benefit of creditors;
 - 13.1.6.3. By the consenting to the appointment of a receiver for all or a substantial part of its assets;
 - 13.1.6.4. The Operator being adjudicated as bankrupt;
 - 13.1.6.5. The assumption or custody or sequestration by a court of competent jurisdiction of all or a significant part of the

13.1.7. Failure to maintain the required insurance;

13.1.8. Failure to provide the facilities agreed to in Section 7;

13.2. In the event of a breach, the foregoing shall not constitute a material breach if:

13.2.1. The violation occurs but it is without fault of Operator or occurs as a result of circumstances beyond its control; and

13.2.2. The breach is immediately remedied by Operator or the Operator immediately takes steps to remedy the breach and the breach is remedied in a reasonable time; and

13.2.3. When remedied, the breach does not have an adverse effect on the Municipality or the subscribers or residents.

13.3. In the event of a material breach, the Municipality shall make a written demand that Operator comply with any such provision, rule, order, or determination under of pursuant to this Franchise Renewal Agreement and remedy the breach. If the breach by the Operator continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken, and that a detriment to the Municipality or the subscribers or residents has been corrected or compensated, the Municipality may advise the Operator that it intends to terminate the Franchise. If the particular breach is not capable of being remedied, there shall be no cure period, and the Municipality may advise the Operator that it intends to terminate the Franchise.

13.4. Upon notice that the Municipality intends to terminate the Franchise, the Operator shall be given a public hearing before the Municipal Council, or a body designated by the Municipal Council, to have the opportunity to prove that a breach did not occur or that conditions of Section 14.2 existed or that compliance was achieved pursuant to Section 14.3. The public hearing shall be held upon at least seven (7) days written notice to the Operator as to the time and the place of the hearing. The breach or violation giving rise to the hearing shall be sent forth in such notice. The Municipal Council will determine if a material breach occurred and whether the Operator met its burden of proving the conditions of Section 14.2 or 14.3. If the Municipality

determines that there was a material or continuing violation, then the Municipality may declare, by resolution, that the Franchise previously granted to the Operator is revoked and canceled and of no further force and effect. The Municipality reserves the right in its discretion to extend any applicable cure period for a term to be set by the Municipality.

SECTION 14: THE MUNICIPALITY RIGHT TO PURCHASE SYSTEM

14.1. Upon termination of the Franchise pursuant to the preceding Section, or upon non-renewal of the Franchise pursuant to applicable law, the Municipality shall have any right to purchase the cable communication system granted by applicable governing law in accordance with procedures set forth in such law.

SECTION 15: RIGHTS OF INDIVIDUALS

15.1. Operator shall not deny service, deny access or otherwise discriminate against subscribers, channel users, or anyone on the basis of race, color, religion, national origin, sex, age or disability. Operator shall comply at all times with all applicable federal, state and local laws and regulations, relating to nondiscrimination.

15.2. Operator shall strictly adhere to applicable equal employment opportunity requirements of federal, state and local regulations.

SECTION 16: PRIVACY

16.1. Operator shall comply with Section 631 of the Cable Act pertaining to subscriber privacy, as such provisions may be amended, and any other applicable laws governing subscriber privacy.

SECTION 17: RESTRICTION ON OUTSIDE BUSINESS

17.1. Operator at no time during the term of the Franchise shall engage in outside businesses which are prohibited by applicable law, nor shall the Operator refer subscribers to a particular person or entity for the sale or repair of radio or television sets or video cassette recorders or similar devices for monetary gain.

SECTION 18: GOVERNMENTAL FILINGS

18.1. Upon request, Operator shall notify the Municipality of all petitions, applications, communications and reports submitted by it to the Federal Communications Commission, Securities and Exchange Commission, or any other Federal, State or

local regulatory commission or agency having jurisdiction with respect to any matter affecting cable operations authorized pursuant to the Franchise and upon request shall make such filing available to the Municipality.

SECTION 19: OBSCENITY

- 19.1. To the extent prohibited by applicable law, the Operator shall not permit obscene programming to be shown on the cable system and shall at all times comply with all provisions of the Telecommunications Act of 1996 and all other Federal, State and local laws prohibiting the dissemination of obscene or indecent materials.
- 19.2. The Operator shall provide subscribers with the capability to control and lock out the reception of any video or audio channel on the cable communications system so that the subscriber can prohibit viewing of a particular cable service during periods selected by that subscriber while allowing viewing of other cable services. The purpose of this requirement is to allow subscribers to restrict the viewing of programming that cannot be constitutionally prohibited by law, but which offends personal standards. Such lock boxes will be available to subscribers upon the execution of this Agreement. The Municipality acknowledges that this parental control capability is part of a converter box which is a chargeable feature.

SECTION 20: NOTICE

- 20.1. All notices, reports or demand required to be given in writing under this Franchise Renewal Agreement shall be deemed to be given when personally delivered to the person designated below or when mailed by registered or certified United States Mail, return receipt requested, and such receipt is received. The written notices required by Sections 6.3., 6.10., 9.3., and 9.14. May be provided by facsimile, provided the sender receives confirmation that the fax was received by the appropriate party. Such addresses may be changed by either party upon written notice in the same manner to the other party at the addresses provided in this section:

As to the Municipality:

Municipality of Monroeville
2700 Monroeville Blvd.
Monroeville, PA 15146
Facsimile: (412) 856-3366

As to the Operator:

Adelphia Cable Communications
One Adelphia Drive
Blairsville, PA 15717
Attn: General Manager
Facsimile: ((724) 459-0648

With copies to:

Legal Department
Adelphia Cable Communications
1 North Main Street
Coudersport, PA 16915
Facsimile: (814) 274-7782

- 20.2. Copies of any reports, test results, documents, maps, plans or other documents, which maps, plans or other documents are to be made available to the Municipality for inspection or review under this Agreement shall be provided by the Operator to the Municipality free of charge upon request, unless a provision of this Agreement specifically mandates a charge. The Municipality agrees to protect the confidentiality of all such items made available by Operator, and Municipality shall not disclose any such information to third parties, except to the extent permitted herein.
- 20.3. Any time a public hearing is conducted by the Municipality or its designated agent and is related to this Agreement, upon request by the Municipality, the Operator shall show an announcement of the hearing on a PEG channel periodically throughout the day for ten (10) days prior to the hearing in a form acceptable to the Municipality.

SECTION 21: LAW GOVERNING

- 21.1. This Agreement shall be governed insofar as possible in accordance with the laws of the Commonwealth of Pennsylvania. Where Federal jurisdiction applies, this Agreement shall be governed by the applicable laws and agencies of the United States.
- 21.2. The words Operator and Municipality include their respective successors and assigns, as the case may be. In the event that Operator is two (2) or more individuals or other entity, all the obligations and liabilities hereunder shall be joint and several.

SECTION 22: SEVERABILITY

- 22.1. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction or

administrative agency, such portion shall be deemed a separate, district and independent provision and such holdings shall not affect the continued effectiveness or validity of the remaining portions hereof of this Agreement which shall continue in full force and effect.

- 22.2. The failure of the Municipality to enforce any provision when the Operator is in default shall not be deemed a waiver of that breach or any subsequent breach.
- 22.3. This Agreement contains the entire and only Agreement between the parties hereto and it supersedes any previous communication, representation or agreement whether verbal or written with respect to the subject matter hereof. For the purposes of this Agreement, any changes, additions or modifications of the Agreement made subsequent to the execution hereof shall be made by formal amendment executed in this same manner as this Agreement.

SECTION 23: THE MUNICIPALITY INCIDENTAL COSTS

- 23.1. Operator shall reimburse the Municipality for the incidental costs incurred by the Municipality in connection with the renewal of this Franchise, such as advertising and publications costs, within thirty (30) days of receipt of an invoice from the Municipality itemizing such costs. Such incidental costs shall not include engineering and other evaluation services and/or legal fees.

SECTION 24: TIME OF THE ESSENCE

- 24.1. Whenever a provision of this Agreement sets forth any time for an act to be performed by the Operator, such time shall be deemed of the essence and any failure of the Operator to perform within the time allotted shall always be sufficient grounds for the Municipality to assess the penalty or revoke the Franchise pursuant to the revocation provisions of this Agreement.

SECTION 25: NO WAIVER OF TERMS

- 25.1. Operator shall not be excused from complying with any of the terms and conditions of this Franchise Renewal Agreement by any failure of the Municipality upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

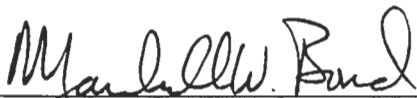
SECTION 26: CORPORATE GUARANTEE

26.1. Adelfhia Communications Corporation, the parent of Operator, hereby guarantees the performance of the obligations of pursuant to this Agreement.

WITNESS, the due execution this 13 day of November, 2001.

ATTEST:

MUNICIPALITY OF MONROEVILLE



By: Marshall W. Bond, Municipal Manager



By: Abe I. Comunale, Mayor

ATTEST:

IONIAN COMMUNICATIONS, L.P. D/B/A
ADELPHIA CABLE COMMUNICATIONS



By: Colin Higgin
ASSISTANT Secretary



By: RANDALL O FISHER
VP OF ITS GP

Entered into the Legal Book: November 23, 2001