

ORDINANCE NO. 2006-03

CITY OF STARKVILLE, MISSISSIPPI

CABLE TELEVISION FRANCHISE ORDINANCE

WHEREAS Northland Cable Networks LLC's legal, character, financial, technical, and other qualifications, and the adequacy and feasibility of its cable television service, and its plans for the future cable-related needs and interests of the City of Starkville, Mississippi have been approved as part of a full public proceeding affording due process; and

WHEREAS the City of Starkville hereby desires to grant the application for franchise renewal to Northland Cable Networks LLC.

NOW, THEREFORE, BE IT ORDAINED as follows:

Section 1. Short Title. This Ordinance shall be known and may be cited as the "Cable Television Franchise Ordinance."

Section 2. Definitions. For the purposes of this Ordinance the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(a) "City" is the City of Starkville, Mississippi.

(b) "Cable System" means a system of coaxial cables, optical fiber or other transmission facilities, electrical conductors and such ancillary receiving and processing equipment, and any and all other equipment necessary or convenient to (i) the transmission of television, radio and any other lawful signals, and (ii) the delivery of video programming, other programming and related services not prohibited by federal law. (iii) Basic and premium cable television programming services, include all levels of service offered by Northland Cable.

(c) "Person" is any person, firm, partnership, limited partnership, association, corporation, company or organization of any kind.

(d) "Grantee" is Northland Cable Networks LLC, a Delaware limited liability company, or any Person who succeeds it, in accordance with the provisions of this Ordinance.

(e) "Franchise" shall mean and include any authorization granted hereunder in terms of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the City.

(f) "Gross Subscriber Receipts" shall include any and all receipts actually received by Grantee from recurring monthly service charges to its subscribers within the City for all available options of programming services. In the event, subsequent to the date of the issuance of this Franchise, Grantee provides technology to its subscribers within the City, which a court or a federal or state agency of binding jurisdiction over the City determines is subject to the calculation of franchise fees, and such determination is a final order and is no longer subject to appeal or review, Gross Subscriber Receipts may also include any and all receipts actually received by Grantee from recurring monthly service charges to its subscribers within the City for such new technology. In no event shall Gross Subscriber Receipts include any refunds or credits made to subscribers or any taxes imposed on the services furnished by Grantee, or collected by Grantee on behalf of any governmental entity.

Section 3. Grant of Nonexclusive Authority.

(a) The City hereby grants to the Grantee the non-exclusive franchise, right, authority and privilege to construct, erect, operate, maintain, repair, replace, upgrade and rebuild in, upon, along, across, above, over and under the streets, alleys, easements, rights-of-way, public ways and all other public places now laid out or dedicated, and all extensions thereof and additions thereto, within the limits of the City, subject to all existing and future ordinances and regulations of the City, a Cable System with all of the necessary and desirable appliances and appurtenances pertaining thereto. Without limiting the generality of the foregoing, the Franchise granted hereby shall and does hereby include the right in, over, under and upon the streets, sidewalks, alleys, easements and public grounds and places within the City limits that the City has control over subject to all existing and future ordinances and regulations of the City, to install, operate, erect or in any way acquire the use of all lines and equipment necessary or convenient to the Cable System and the right to make connections to subscribers and the right to repair, replace, enlarge and extend said lines, equipment and connections.

(b) The right to use and occupy said streets, alleys, easements, public ways and places for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant a similar use of said streets, alleys, easements, public ways and places, to any Person at any time during the period of this Franchise; provided, however, that no such grant shall be made on terms and conditions less restrictive than those contained in this Ordinance.

Section 4. Use of Existing Facilities. There is hereby granted the further right, privilege, and authority to the Grantee to lease, rent, or obtain the use of towers, poles, lines, cables and other equipment, and facilities from the City and any and all holders of public licenses and franchises within the limits of the City, and to use such towers, poles, lines, cables and other equipment and facilities, subject to all existing and future ordinances and regulations of the City. When and where practicable, the poles used for the Grantee's distribution system shall be those erected and maintained by the City or the public utilities serving the City; provided that mutually satisfactory rental agreements can be entered into by the Grantee with the City or said companies; otherwise, the Grantee may erect its own poles, subject to the approval of the City, when and where required. The Grantee shall not be obligated to service areas where it is unable to obtain facilities located in a direct route to such areas. Grantee is not required to erect or obtain the use of facilities along an indirect or circuitous route. Grantee is not required to use underground conduits in areas where underground conduits are not in use. However, Grantee is required to make its reasonable best efforts to service all areas within the City limits. In areas or locations where underground conduit is in use, or shall at some future date be used by public utility companies serving the City, the Grantee, by negotiation with said companies, when and where practicable will join in the use of underground facilities, provided mutually satisfactory agreements can be entered into with said companies; otherwise, the Grantee may, at its discretion, install its own underground conduit and facilities, subject to the approval of the City and subject to all existing and future ordinances and regulations of the City. Under no circumstances shall the Grantee be obligated to place its facilities underground except in accordance with Section 10(g) hereof.

Section 5. Duration. This Franchise shall continue in full force and effect for a period of ten (10) years commencing on the date this Ordinance is approved by the Board of Aldermen of the City of Starkville and signed by the Mayor.

Section 6. Territorial Area Involved. This Franchise relates to the present territorial limits of the City and to any area henceforth added or annexed thereto during the term of this Franchise.

Section 7. System Construction and Description.

(a) The Grantee's Cable System shall be located, erected and maintained so as not to endanger or unreasonably interfere with the lives of persons, or to unnecessarily hinder or obstruct the free use of the streets, alleys, bridges, or other public property.

(b) All installations of equipment shall be durable, and installed in accordance with good engineering practices, and of sufficient height to comply with all existing regulations, ordinances, and state laws so as not to interfere with the right of the public or individual property owners, and shall not unreasonably interfere with the travel and use of public places by the public and during the construction, repair, or removal thereof, shall not unreasonably obstruct or impede traffic.

(c) In the maintenance and operation of its Cable System in the streets, alleys, and other public places, and in the course of any new construction or addition to its facilities, the Grantee shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the streets or other public places made by the Grantee. Grantee shall cause said operations to be guarded and protected at all times by the placement of barriers, fences, or boardings, the bounds of which, during periods of dusk and darkness, shall be designated by warning lights.

(d) It is the stated intention of the City that the City and all public utilities and other holders of public licenses and franchises within the limits of the City shall cooperate with the Grantee to allow the Grantee's joint usage of poles and pole line facilities wherever possible or wherever such usage does not unreasonably interfere with the normal operation of said poles and pole lines so that the number of new or additional poles constructed by the Grantee within the City may be minimized. Such determination is in the sole discretion of the City as to whether or not the usage would unreasonably interfere with the normal operation of said poles and pole lines. Such cooperation shall include the rights of joint usage at reasonable rates and on reasonable terms in accordance with the rules and regulations of the Federal Communications Commission. (See Agreement for Joint Use of Utility Poles for Cable Television Service Attachments, which is attached as Exhibit "A" and made a part hereof)

(e) The Grantee and the City shall grant to each other, free of expense, joint use of any and all poles owned by either party for any proper purpose, (except as provided by Agreement for Joint Use of Utility Poles for Cable Television Service Attachments, which is attached as Exhibit "A" and made a part hereof) insofar as the same may be done without interfering with the use and enjoyment of either party's own wires and other facilities and provided that all such joint use shall be in full compliance with all rules, regulations, requirements and conditions of the National Electrical Safety Code prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters affecting electrical installations which may be presently in effect or future changes thereto.

(f) The Grantee shall not be required to extend its Cable System to serve any area within the franchised area unless or until (i) such area shall have a density of forty-five (45) dwelling units per cable mile and (ii) such dwelling units are situated along public easements to which Grantee can gain access.

Section 8. Indemnification. Except for the negligence of or the willful acts or omissions of the City, its officials, agents and employees, the Grantee shall, indemnify, protect and save harmless the City from and against losses and physical damages to property, and bodily injury or death to Persons which may arise out of or be caused by, or in any way associated with this Agreement. Further, the City shall notify the Grantee in writing, within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any aforesaid reasons. Where any such claim or demand made against the City is made by suit or other legal action, written notice shall be given by the City to the Grantee not less than ten (10) days prior to the date upon which an answer to such legal action is due or within ten (10) days after the claim or demand is made upon the City, whichever notice yields the Grantee the greater amount of time within which to prepare an answer.

Section 9. Liability Insurance. The Grantee shall carry insurance to protect the parties hereto and name the City as an additional insured from and against all claims, demands, actions, judgments, costs, expenses, and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage described in Section 8 above. The amounts of such insurance against liability due to physical damage to property shall not be less than Two Hundred Fifty Thousand Dollars (\$250,000) as to any one accident and not less than Five Hundred Thousand Dollars (\$500,000) aggregate in any single policy year; and against liability due to bodily injury or to death of Persons not less than One Million

(\$1,000,000.00) as to any one Person and not less than Two Million Dollars (\$2,000,000) as to any one accident. The Grantee shall also carry such insurance as required by law to protect it from all claims under the Workmen's Compensation laws in effect that may be applicable to the Grantee. All insurance required by this Franchise Agreement shall be and remain in full force and effect for the term of this Franchise Agreement.

Section 10. Conditions on Street Occupancy.

(a) All transmission and distribution structures, lines, and equipment erected by the Grantee within the City shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places.

(b) In case of disturbance of any street, sidewalk, alley, public way, or paved area, the Grantee shall at its own cost and expense, replace and restore such street, sidewalk, alley, public way, or paved area in as reasonably good a condition as before the work involving such disturbance was done.

(c) If at any time during the period of the Franchise the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley or other public way, the Grantee upon reasonable notice by the City shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense; provided, however, that if public funds or funds from property owners are available for such relocation pursuant to law, Grantee shall not be required to pay the cost.

(d) Any poles or other fixtures placed in any public way by the Grantee shall be placed in such manner as not to unreasonably interfere with the usual travel on such public way, or to, unreasonably endanger users of such public way.

(e) The Grantee shall, on the request of any Person holding a building moving permit lawfully issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary wire changes.

(f) The Grantee may trim trees upon the overhanging streets, alleys, sidewalks, and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the facilities of the Grantee.

(g) In the areas of the City where all of the cables, wires, or other like facilities of all public utilities are placed underground, the Grantee, at its own expense, shall place its cables, wires or other facilities underground; provided however, Grantee can obtain reasonable access to such facilities without costs or expense in excess of such costs of above ground facilities.

Section 11. Complaint Procedure. The Grantee shall maintain a business office or a toll-free telephone listing in the City for the purpose of receiving inquiries and complaints from its Subscribers and the general public. Grantee shall endeavor to investigate all complaints within two (2) business days of their receipt and shall in good faith attempt to resolve them swiftly and equitably.

Section 12. Operation and Maintenance of System. The Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Any planned service interruptions, insofar as possible, shall occur during periods of minimum use of the Cable System.

Section 13. Preferential or Discriminatory Practices Prohibited. Grantee shall not, as to rates, charges, services, facilities, rules, regulations, or in any other respect make or grant any undue preference or advantage to any Person, nor subject any Person to undue prejudice or disadvantage.

Section 14. Franchise Fee. During the term of this Franchise and the Grantee's active operation of its Cable System under the terms of this Franchise, the Grantee shall pay to the City a fee equal to five percent (5%) of the Gross Subscriber Receipts received by the Grantee from the subscribers in the City. The franchise fee shall be paid annually, in arrears, within one hundred and twenty (120) days following the 1st day of January of each year and shall be computed on the basis of Gross Subscriber Receipts received by the Grantee during the immediately preceding calendar year ending on the 31st day of December. The fee payable to the City hereunder shall be in lieu of any other license, excise or privilege taxes or fees or similar charges that may be imposed by the City on Grantee unless prohibited by law.

Section 15. Free Installations and Service.

(a) Grantee shall, at no cost, make one installation and provide its basic cable service at the following locations:

- (1) All public and non-profit private schools, colleges and universities located in the City;
- (2) The City Hall or the main municipal office used by the City or such other office designated by the City;
- (3) All police and fire stations located in the City;
- (4) All public and non-profit private hospitals located in the City; and
- (5) All public libraries located in the City.

Grantee's obligations hereunder shall be limited to making one standard installation at a single point on the premises reasonably convenient to use and shall not require the wiring of an entire building. Grantee shall not be obligated to extend its facilities to provide the services described in this Section unless the conditions specified in Section 7(f) have been met. All services provided under this Section 15, shall be subject to Grantee's standard terms and conditions of service for such services.

(b) In the event service calls or repairs are required for any location as to which installation or service is rendered without charge, Grantee shall be entitled to make a fair and reasonable charge for any repairs other than those necessary to effect delivery of signal to a single point on the premises reasonably convenient to use.

Section 16. Emergency Use of Facilities. In the case of emergency or disaster, the Grantee shall, upon request of the City, make available its facilities to the City for emergency use during the emergency or disaster period.

Section 17. Transfers and Change of Control.

(a) All of the rights and privileges and all of the obligations, duties and liabilities created by the Franchise shall pass to and be binding upon the successors of the City and the successors and assigns of Grantee; and the same shall not be assigned or transferred without the written approval of the City, which approval shall not be unreasonably withheld; provided, however, that transfers or assignments of the Franchise from the Grantee to its managing general partner Northland Communications Corporation ("NCC") or to an affiliate of NCC shall be permitted without the prior approval of the City.

(b) Notwithstanding anything to the contrary contained herein, the City hereby approves the encumbrance of the Franchise and the assets of the Cable System and the hypothecation and assignment of same for security purposes in connection with the financing and refinancing, from time to time, of the Cable System, the Grantee's operations and the Franchise by the Grantee.

Section 18. Filings and Communications with Regulatory Agencies. Upon the written request of the City, Grantee shall provide the City with copies of all petitions, applications and communications submitted by the Grantee to the Federal Communications Commission, Securities and Exchange Commission, or other federal or state regulatory commission or agency having jurisdiction with respect to any matters directly affecting cable television operations authorized pursuant to this Ordinance.

Section 19. Termination. If the Grantee should violate any of the terms, conditions or provisions of this Ordinance and should the Grantee fail to comply with the same, or commence reasonably appropriate actions to effect such compliance, for a period of sixty (60) days after the Grantee shall have been notified in writing by the City to cease and desist from any such violation or failure to comply and the specific nature of such violation or failure to comply, then the City shall have the right to commence proceedings to terminate the Franchise granted by this Ordinance. In the event the termination of the Franchise is imposed upon the Grantee, it shall be afforded six (6) months within which to sell, transfer, or convey its Cable System to a qualified purchaser at fair market value.

Section 20. Safety Requirements.

(a) The Grantee shall at all times employ reasonable and ordinary care and shall install and maintain in use methods and devices commonly accepted in the cable television industry for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

(b) The Grantee shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of state and national electrical codes, and in such a manner that they will not materially interfere with any installations of the City or of a public utility serving the City.

(c) All structures and all lines, equipment, and connections in, over, under, and upon the streets, sidewalks, alleys, and public ways or places of the City, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

Section 21. Additional Regulations. The City reserves the right to adopt, in addition to the provisions included in this Ordinance, such additional reasonable regulations as it shall find necessary in the exercise of its police power..

Section 22. Inspection and Administration. The City, or its authorized designee shall have the right, at its expense, to inspect all pertinent books, records, maps, plans, financial statements, and other like materials of the Grantee relating to this Ordinance. Such materials will be made available by the Grantee in its office within normal business hours, upon receipt of reasonable notice from the City.

Section 23. Separability. If any section, sentence, clause or phrase of this Ordinance is for any reason determined to be illegal, invalid, or unconstitutional, such invalidity shall not effect the validity of this Ordinance and any portions in conflict shall be repealed.

Section 24. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 25. If the enforcement of this contract becomes necessary then the substantially prevailing party, in addition to all other remedies available to it, is entitled to reasonable attorney fees and all costs of the proceedings.

IN WITNESS WHEREOF, this Ordinance is passed and adopted in accordance with the notice and procedure requirements of the laws of the State of Mississippi governing the activities of cities, and in accordance with the notice and procedure requirements prescribed by the City of Starkville.

Signed and approved by the Mayor of the City of Starkville this ___ day of _____, 200 ___.

Attest:

/s/ Markeeta Outlaw
CITY CLERK

/s/ Robert D. Camp
MAYOR

UPON MOTION of Alderman P.C. McLaurin, Jr., duly seconded by Alderman Jim Mills, the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

Richard Corey	Voted:	Yea
Matt Cox	Voted:	Yea
Sumner Davis	Voted:	Yea
P.C. 'Mac' McLaurin	Voted:	Yea
Jim Mills	Voted:	Yea
Roy A'. Perkins	Voted:	Yea
Janette Self	Voted:	Yea

ORDAINED AND ADOPTED, this the 7th day of February, A.D., 2006 at the Regular Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

/s/ Robert D. Camp
ROBERT D. CAMP, Mayor
City of Starkville, Mississippi

/s/ Markeeta Outlaw
MARKEETA OUTLAW, Clerk
City of Starkville, Mississippi
(SEAL)

"EXHIBIT A"

AGREEMENT FOR JOINT USE OF UTILITY POLES FOR
CABLE TELEVISION SERVICE ATTACHMENTS

THIS AGREEMENT is made by and between NORTHLAND CABLE NETWORKS LLC (the "Licensee") and the CITY OF STARKVILLE, a municipal corporation organized under the laws of the State of Mississippi (the "Owner").

WHEREAS, Licensee is a duly authorized franchisee providing cable television services to residents of the City of Starkville pursuant to the terms of that certain Cable Television Franchise Ordinance, dated _____, 200__ (the "Franchise"), and

WHEREAS, Licensee desires to attach certain of its cable television system facilities to poles owned by Owner, which poles are situated on publicly dedicated easements and rights-of-way throughout the City of Starkville,

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

Article 1. Specifications:

1.1 The joint use of the poles covered by this Agreement shall at all times conform to the requirements of the National Electrical Safety Code.

1.2 The strength of poles covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the National Electrical Safety Code assumed for the area in which they are located.

Article 2. Establishing Joint Use of Poles:

2.1 As of the date of this Agreement, Licensee has made attachments to 3,142 poles of the Owner.

2.2 Before the Licensee shall make use of any of the poles of the Owner under this Agreement (other than for those poles to which Licensee currently is attached), it shall request permission therefor in writing and shall comply with the procedure set forth therein and in this Article 2.

2.3 If, in the reasonable judgment of the Owner, joint use under the circumstances is not in the best interest of the City, then the Owner shall have the right to reject the application. In any event, within fifteen (15) days after the receipt of Licensee's written request, the Owner shall notify the Licensee in writing whether the request is approved or rejected.

2.4 After notice from the Owner that the request has been approved, the Licensee, shall furnish the Owner, if requested, reasonably detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of the Owner to be used jointly, the number and character of the attachments to be placed on such poles, any rearrangement of the Owner's and other existing users' fixtures and equipment necessary for joint use, any relocations or replacements of existing poles, and any additional poles that may be required. The Owner shall, on the basis of such detailed construction plans and drawings, submit to the Licensee within thirty (30) days a cost estimate (including overhead and less salvage value of materials) for all changes that may be required in each pole to which Licensee will attach its facilities, including an estimated completion date for such changes, all costs to be paid by Licensee, which costs shall be Owner's actual costs. Upon written notice by the Licensee to the Owner that the cost estimate is approved, the Owner shall immediately proceed with the necessary changes in the pole(s) covered by the cost estimate and shall diligently expedite the completion thereof. Nothing in the foregoing shall preclude the

parties hereto from making any mutually agreeable arrangement for contracting for or otherwise accomplishing the necessary changes. Upon completion of all changes, the Licensee shall have the nonexclusive right hereunder to jointly use the poles and to make attachments in accordance with the terms of this Agreement. The Licensee shall, at its own expense, make attachments in such manner as not to interfere with the facilities of the Owner and other existing users, and place guys and anchors to sustain any unbalanced loads caused by its attachments. The Licensee shall not use standout arms or other equipment or methods for attachments which the Owner or other existing users, in their reasonable judgment, deem unsafe or inappropriate.

2.5 Upon completion of all changes in the pole(s) to be used jointly, the Licensee shall pay to the Owner its portion of the actual cost of making such changes. An itemized statement of the actual cost of all such changes shall be submitted by the Owner to the Licensee, in form mutually agreed upon.

2.6 Any initial clearing of newly established rights-of-way necessary for the establishment of joint use hereunder shall be performed by the Owner, at its sole cost and expense, and if such right of way is used by Licensee, upon request by the Owner, the Licensee and other users will participate in the clearing of the right-of-way. If the clearing of the newly established right-of-way is necessary solely because of the establishment of joint use, then the Licensee and other users will proportionately bear the cost of the initial right-of-way clearing. However, if the initial clearing as referenced above is necessary to establish the pole, said prorated portion shall be determined by reference to the total number of feet to be used by Licensee on the pole(s) to be situated in such rights-of-way as compared to the total number of usable feet of such pole(s).

2.7 All poles jointly used under this Agreement shall remain the property of the Owner, and any payments made by the Licensee for changes in pole lines under this Agreement shall not entitle the Licensee to the ownership of any said poles.

Article 3. Owner covenants and warrants that its poles are placed within public easements and rights-of-way or that Owner has an easement allowing for the placement of said poles.

Article 4. Maintenance of Poles, Attachments, and Rights-of-Way

4.1 The Owner, at its own expense, shall maintain the jointly used poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article 1 hereof and shall replace, reinforce and repair such of the poles as become defective.

4.2 Whenever right-of-way considerations or public regulations make relocation of a pole or poles necessary, such relocations shall be made by the Owner at its own expense, except that the Licensee shall bear the cost of transferring its own attachments.

4.3 Whenever it is necessary to replace or relocate a jointly used pole, the Owner shall, before making such replacement or relocation, give twenty (20) days notice thereof in writing (except in the case of a bona fide emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement(s) or relocation(s), and the Licensee shall, at the time so specified, transfer its attachments to the new or relocated joint pole(s). Should the Licensee fail to transfer its attachments to the new or relocated joint pole(s) at the time specified for such transfer of attachments, the Owner may elect to do such work, and the Licensee shall pay the Owner the reasonable actual costs thereof. In the event the Licensee fails to transfer its attachments and the Owner does such work, the Owner shall not be liable for any loss or damage to the Licensee's facilities which may result therefrom as a consequence of Owner's non-negligent acts or omissions.

4.4 Except as otherwise provided in Section 4.5, the Owner and the Licensee each shall at all times maintain all of their respective attachments in accordance with the specifications mentioned in Article I hereof and shall keep them in a safe condition and in good repair.

4.5 Any existing joint use construction of the parties which does not conform to the specifications mentioned in Article 1 hereof shall be brought into conformity therewith as soon as practicable. When such existing construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in Sections 4.1 and 4.2.

Article 5. Recovery of Space by Owner:

5.1 If the Owner shall at any time require the space occupied by the Licensee's attachments on the Owner's poles for its own use not in competition with the services then offered by Licensee, the Licensee shall remove its attachments within ninety (90) days after receipt of written notice from the Owner of the Owner's need for such space. Upon the failure of the Licensee to remove its attachments within such period, the Owner may remove such attachments and the Licensee shall pay the Owner the reasonable cost thereof.

5.2 In the event the Licensee, upon receipt of a notice from the Owner given under Section 5.1 of this Article 5, shall desire that the Owner, replace any existing poles in order to provide space for the Licensee's attachments, the Licensee shall submit its request to the Owner therefor in accordance with the provisions of Article II hereof.

Article 6. Abandonment of Jointly Used Poles:

6.1 If the Owner desires at any time to abandon any jointly used pole, it shall give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If at the expiration of said period the Owner shall have no attachments on such pole, but the Licensee or another user shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the user who first made an attachment on such pole, and the Licensee shall save harmless the owner from all obligation, liability, damages, cost, expenses or charges incurred thereafter; and if the Licensee is the successor to ownership of such pole, it shall pay the Owner for such pole an amount equal to the Owner's depreciated cost thereof, and it shall be bound by any then existing agreements between the Owner and other users of the pole. If the Licensee is such successor, the Owner shall further evidence transfer to the Licensee of title to the pole by means of a bill of sale.

6.2 The Licensee may at any time abandon the use of a joint pole by giving due notice thereof in writing to the Owner and by removing therefrom any and all attachments it may have thereon. The Licensee shall in such case pay to the Owner the full rental for said pole for the then current year. If the Licensee abandons use of a joint pole, it will remove all attachments within thirty (30) days of such notice. If the attachments are not removed within thirty (30) days, Owner will remove the attachments and all actual costs for the removal will be paid by Licensee.

Article 7. Rentals:

7.1 On or about December 31 of each year this Agreement is in effect, the Owner, at its own expense, shall tabulate the total of the number of poles in joint use on which rental is to be paid. Such tabulation shall reflect the number of poles for which the Owner has approved attachments to be made (pursuant to Article 2 above) less the number of poles no longer used by Licensee (in accordance with Article 6 above). Use for only a portion of the prior 12-month period shall not be prorated and Licensee will pay rental in accordance with Section 7.2. The Licensee shall cooperate as reasonably necessary in making such tabulation. On or about the first day of February of each year this Agreement is in effect, the Owner shall submit a bill to Licensee reflecting the number of poles in joint use on which rental is to be paid (in accordance with the terms of Section 7.2) for the immediately preceding calendar year. Not later than forty-five (45) days following Licensee's receipt of Owner's bill, Licensee shall render payment to the Owner.

7.2 The rental per annum payable by the Licensee to the Owner for each jointly used pole shall be \$6.00 per pole for the calendar year 2006. For each year during the remaining term of this Agreement, the rental per year shall increase an additional ten cents (10¢) per pole per year.

Notwithstanding the foregoing, the rental amount shall not exceed the amount as may be determined (i) pursuant to the rules and regulations promulgated by the Federal Communications Commission under the authority of Title 47 United States Code Section 224, as the same may be modified, supplemented or amended from time to time, or (ii) pursuant to the rules and regulations promulgated by the State of Mississippi if said state has asserted regulatory authority in accordance with the requirements of Title 47 United States Code Section 224, as the same may be modified, supplemented or amended from time to time.

Article 8. Rights of Other Parties:

If the Owner, prior to or after the date of Licensee's attachment to any poles pursuant to this Agreement, has conferred or does confer, upon others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting such rights or privileges, and the Owner shall have the right, by contract or otherwise, to continue to extend such existing rights or privileges. Prior to making any attachments to any pole or poles of the Owner hereunder, the Licensee shall notify all such existing users in writing of the Licensee's proposed use of such pole or poles, and any attachment privileges granted to the Licensee hereunder shall be subject to any rights or privileges which shall have been theretofore conferred by the Owner upon any such other parties. Licensee shall not be required to pay any of the costs or expenses associated with make-ready work, pole rearrangements, or any other changes or modifications to the poles to which Licensee is attached if, subsequent to the date of Licensee's attachment to any such poles, the Owner desires to allow any other party to attach its facilities to such poles.

Article 9. Assignment of Rights:

9.1 The Licensee shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights-of-way covered by this Agreement, without the consent of the Owner, which consent shall not be withheld unreasonably.

9.2 Notwithstanding the foregoing or any other provision hereof, the Licensee shall have the right to assign, transfer, encumber and hypothecate this Agreement and Licensee's rights hereunder, for security purposes in connection with the financing and refinancing, from time to time, of Licensee's cable television system.

Article 10. Waiver of Terms or Conditions: The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement. shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect; provided, however, nothing in the foregoing shall preclude the parties to this Agreement from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

Article 11. Payment of Taxes: Each party shall pay all taxes and assessments lawfully levied on its own property upon the jointly used poles, subject to the terms of this Agreement. All taxes and assessments which are levied on said jointly used poles shall be paid by the Owner, but any tax, fee, or charge levied on the Owner's poles solely because of their use by the Licensee shall be paid by the Licensee.

Article 12. Interest and Payments: Any payment not made within thirty (30) days from the due date as specified herein shall thereafter bear simple interest at the rate of six percent (6%) per annum until paid.

Article 13. Term of Agreement: This Agreement shall become effective upon the effective date of Ordinance No. _____. This Agreement shall remain in effect for so long as Licensee is a duly authorized cable television operator serving the City of Starkville pursuant to the Franchise.

Article 14. Defaults:

14.1 If Licensee shall fail to comply with any of the provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from Owner to correct such noncompliance or default, Owner may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.

14.2 If Licensee shall make default in the performance of any work which it is obligated to do under this agreement, the Owner may elect to do such work, and the Licensee shall reimburse the Owner for the reasonable actual cost.

Article 15. Existing Contracts/Conflicts: All existing agreements between the parties hereto for the joint use of poles are by mutual consent hereby abrogated and superseded by this Agreement.

Article 16. If enforcement of this contract becomes necessary then the substantially prevailing party, in addition to all other remedies available to it, is entitled to reasonable attorneys fees and all costs of the proceedings.

Article 17. Except for the negligence of, or the willful acts or omissions of the City, its officials, agents, and employees, the Licensee shall indemnify, protect and save harmless the City from and against any losses and physical damage to property, and bodily injury or death to persons which may arise out of or be caused by or in anyway associated with the joint use of the poles as contemplated by this Agreement. Further, the City shall notify the Licensee in writing, within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any aforesaid reasons. Where any such claim or demand made against the City is made by suit or other legal action, written notice shall be given by the City to the Licensee not less than ten (10) days prior to the date upon which an answer to such legal action is due or within ten (10) days after the claim or demand is made upon the City, whichever notice yields the Licensee the greater amount of time within which to prepare an answer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

“OWNER”

ATTEST: _____

Mayor, City of Starkville

“LICENSEE”

NORTHLAND CABLE NETWORKS LLC

By: _____
Gary S. Jones, President