

July 1, 1996

Introduced By: Ron Sims

Proposed No.: 96-569

ORDINANCE NO. **12391**

AN ORDINANCE relating to cable communications, amending Ordinance 12132, Sections 2 and 5, and Ordinance 12254, Sections 1, 2, 3 and 4; approving a settlement agreement between King County and Tele-Vue Systems, Inc., d/b/a Viacom Cable; extending deadlines related to cable re-franchising; and declaring an emergency.

PREAMBLE:

In January 1996, King County reached tentative agreement with Tele-Vue Systems, Inc., d/b/a/ Viacom Cable, including its corporate parents, subsidiaries and affiliates, ["Viacom"] and TCI Communications, Inc., including its corporate parents, subsidiaries and affiliates, ["TCI"] relating to various cable franchising and re-franchising issues. At that time the county contemplated that TCI would acquire control of Viacom's King County cable franchises by May 14, 1996. The council conditionally approved certain proposed agreements between TCI, Viacom and King County. This approval was expressly conditioned on TCI's acquisition of control of Viacom ["TCI-Viacom Transaction"] being completed by May 14, 1996. In May 1996, King County agreed to extend this May 14, 1996 deadline to July 24, 1996. The county has now been advised that the TCI-Viacom Transaction will not be completed by July 24, 1996. Both TCI and Viacom, however, have advised the county that they expect that the TCI-Viacom Transaction ultimately will close. The council has now determined that it is in the county's best interest to extend the conditional approval deadline from July 24, 1996 until August 30, 1996. By this ordinance, the council intends to approve the extension of the deadline for the closing of the TCI-Viacom Transaction until August 30, 1996.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 12254, Section 1 is hereby amended to read as follows:

Findings of Fact:

A. King County ("the county") previously granted franchises to provide cable television service within certain unincorporated areas of the county to TCI of Seattle, Inc.,

1 TCI of Auburn, Inc., and TCI of Southwest Washington, Inc.
2 (collectively "TCI").

3 B. TCI of Seattle, Inc., TCI of Auburn, Inc., and TCI
4 of Southwest Washington, Inc. seek a renewal of their
5 franchises as a single franchise, under which they will be
6 jointly and severally liable. TCI Cablevision of Washington,
7 Inc. is the corporate-parent of TCI of Seattle, Inc., TCI of
8 Auburn, Inc. and TCI of Southwest Washington, Inc. and has
9 guaranteed the performance under this franchise of TCI of
10 Seattle, Inc., TCI of Auburn, Inc. and TCI of Southwest
11 Washington, Inc.

12 C. The county commenced a proceeding which afforded
13 the public in the franchise area and TCI appropriate notice
14 and participation for the purpose of (i) identifying the
15 future cable-related needs and interests, and (ii) reviewing
16 TCI's performance under its franchises.

17 D. Subsequent to the conclusion of this proceeding,
18 TCI and the county negotiated a renewal franchise to provide
19 cable service and for construction of an institutional
20 network for public, educational and governmental use for
21 transmission and reception of voice, video and data signals.

22 E. In addition to resolving the renewal issues,
23 accepting the proposed franchise renewal, as negotiated,
24 would place the county in a position to resolve promptly
25 other outstanding, cable-related issues involving TCI, other
26 affiliates of Tele-Communications, Inc., and Tele-Vue
27 Systems, Inc., d/b/a Viacom Cable ("Viacom").

28 F. The county would not issue a franchise renewal to
29 TCI on the terms set forth in the proposed renewal franchise

1 except as part of an overall settlement contemplated by the
2 county, TCI and Viacom.

3 G. The franchise will become effective only upon TCI's
4 acquisition of control of the Viacom assets ("TCI
5 Acquisition"), pursuant to authority granted in the Transfer
6 Approval Ordinance, ~~((#96-89 & 96-90,))~~ 12232 and 12233 dated
7 January 29, 1996 ("Transfer Ordinance"), and only if that
8 acquisition becomes effective on or before ~~((July 24, 1996))~~
9 August 30, 1996. If the TCI Acquisition is not completed by
10 that date, this franchise will be null and void.

11 H. The county has provided public notice of the
12 proposed renewal franchise negotiated as part of the overall
13 settlement of issues and has solicited public comment on the
14 proposed renewal franchise.

15 I. The county has concluded that, in the context of an
16 overall settlement, it is appropriate to renew TCI's
17 authority to provide cable television service in the county
18 subject to the terms and conditions contained in this
19 ordinance, applicable law, the proposed franchise, which is
20 attached as Attachment A, and appendices to the proposed
21 franchise, which are attached as part of Attachment A and
22 which include a metes and bounds description of the franchise
23 area (Appendix A); a certain franchise agreement, (Appendix
24 B); a certain Lease Agreement (Appendix C); unconditional
25 franchise acceptance (Appendix D); and guarantee (Appendix
26 E). Attachment A, together with its appendices, is fully
27 incorporated herein by reference.

28 SECTION 2. Ordinance 12132, Section 2 is hereby amended
29 to read as follows:

1 By this ordinance, the council renews as a single
2 franchise former franchise numbers 547, 551, 552, 553, 562,
3 565, 565A, 591, 599, 609, 979, 1209, 5598, and 5870, and the
4 council hereby grants TCI a franchise to construct, operate
5 and repair a cable system. Provided, however, this action
6 shall not be effective unless and until the TCI Acquisition
7 authorized by Ordinance #12134, as amended, occurs on or
8 before (~~May 14, 1996~~) August 30, 1996. The new franchise
9 shall expire February 16, 2005.

10 SECTION 3. Ordinance 12254, Section 2 is hereby amended
11 to read as follows:

12 This franchise is granted subject to the condition
13 subsequent that the TCI Acquisition occurs on or before
14 (~~July 24, 1996~~) August 30, 1996. Should TCI fail to
15 satisfy that condition within the time specified, this
16 ordinance, and the grant of a franchise pursuant to this
17 ordinance, shall be deemed to be null and void.

18 SECTION 4. Ordinance 12254, Section 3 is hereby amended
19 to read as follows:

20 The King County Council hereby denies the proposed
21 Transfer, until and unless: (1) Franchisee and TCI Pacific,
22 Inc. submit a signed acceptance, affirming their
23 unconditional acceptance of the Franchise, and the proposed
24 amendments to the Franchise and Franchise Agreement, in a
25 form substantially the same as that contained in Attachment
26 1, Appendix D to this ordinance; (2) Franchisee signs the
27 Lease Agreement, in a form substantially the same as that
28 contained in Attachment 1, Appendix C to this ordinance; (3)
29 TCI Pacific, Inc. signs and delivers to King County a
30 Performance Guarantee in a form substantially the same as

1 that contained in Attachment 2 to this ordinance; (4)
2 Franchisee delivers to King County any required substitute
3 insurance, performance bonds and/or security funds; (5)
4 Franchisee signs a certain Settlement Agreement, in
5 substantially the same form as contained in Attachment 3 to
6 this ordinance, between it and King County, approved for
7 signing by Ordinance No. 12133, as amended; (6) the TCI
8 Acquisition of Viacom contemplated by this Ordinance occurs
9 on or before (~~July 24, 1996~~) August 30, 1996; and (7)
10 unconditional franchise acceptance by TCI of Seattle, Inc.,
11 TCI of Auburn, Inc. and TCI of Southwest Washington, Inc. If
12 these conditions precedent are satisfied within the time
13 limits required in the above-referenced documents, but only
14 if they are timely satisfied, then the Transfer shall be
15 deemed approved, and the King County executive is authorized
16 to approve the transfer. All of the conditions precedent
17 must be satisfied before the Transfer occurs and if they are
18 not satisfied, the request to approve the Transfer shall be
19 deemed denied as of the effective date of this Ordinance.

20 SECTION 5. Ordinance 12254, Section 4 is hereby amended
21 to read as follows:

22 If, for any reason, the consummation of the Transfer
23 that is contemplated by the Transaction Documents is not
24 completed on or before (~~July 24, 1996~~) August 30, 1996,
25 then this Ordinance, to the extent it approves the Transfer,
26 shall be null and void.

27 SECTION 6. The county council hereby approves and
28 authorizes the King County executive to execute the proposed
29 settlement agreement, in substantially the same form as
30 contained in Attachment A to this ordinance.

1 SECTION 7. The county council finds as a fact and
2 declares that an emergency exists and that this ordinance is
3 necessary for the immediate preservation of public peace,
4 health or safety or for the support of county government and
5 its existing public institutions.

6 INTRODUCED AND READ for the first time this 24th
7 day of June, 1996

8 PASSED by a vote of 13 to 0 this 22nd day of
9 July, 1996.

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KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hague
Chair

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ATTEST:

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Gerald A. Peterson
Clerk of the Council

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APPROVED this 2nd day of August, 1996.

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Sam Lohde
King County Executive

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Attachment:

- A. Second Amended and Restated Settlement Agreement by and between Tele-Vue Systems, Inc., d/b/a Viacom Cable, and King County, Washington

12391**SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT**

THIS SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT is made as of the ___ day of July, 1996, by and between KING COUNTY, WASHINGTON ("County") and TELE-VUE SYSTEMS, INC. D/B/A VIACOM CABLE ("Franchisee"), a Washington corporation.

WITNESSETH:

WHEREAS, the County entered into an agreement with Franchisee, effective February 16, 1995 ("Franchise Agreement"), pursuant to which the County renewed Viacom's non-exclusive franchise ("Franchise") to operate a cable television system in the County, among other things; and

WHEREAS, the County entered into an agreement /with Franchisee ("Construction Agreement"), effective February 16, 1995, pursuant to which the Franchisee agreed to build portions of an Institutional Network for the County; and

WHEREAS, the provision of cable service in the County is governed by Chapter 6.27A of the King County Code; and

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WHEREAS, Franchisee is a direct, wholly-owned subsidiary of Viacom International Inc. ("VII"); and

WHEREAS, VII's parent, Viacom Inc. ("Viacom"), TCI Communications, Inc. ("TCIC"), and its parent, Tele-Communications, Inc. ("TCI") have entered into that certain Parents Agreement ("Parents Agreement") dated as of July 24, 1995; and

WHEREAS, VII and its wholly-owned subsidiary, Viacom International Services Inc. have entered into that certain Implementation Agreement ("Implementation Agreement") dated as of July 24, 1995; and

WHEREAS, VII, TCIC and TCI have entered into that certain Subscription Agreement ("Subscription Agreement"), dated as of July 24, 1995. The Parents Agreement, the Implementation Agreement and the Subscription Agreement are collectively referred to as the "Transaction Documents"); and

WHEREAS, the Transaction Documents provide for, among other things, TCIC's purchase of all of the issued and outstanding shares of Class B common stock of VII, thereby giving TCIC indirect control of the Franchisee ("Transfer"); and

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WHEREAS, subsequent to the Transfer, the Franchisee will continue to hold the Franchise and to operate its Cable System in the County ("System"); and

WHEREAS, on or about August 9, 1995, the Franchisee and TCIC jointly submitted to the County their application on Federal Communications Commission ("FCC") Form 394, dated August 1, 1995 ("Transfer Application"), requesting that the County acknowledge receipt of, and approve, the Transfer Application (such approval being hereinafter referred to as "County's Approval"); and

WHEREAS, Section 2.10 of the "Regulations for Cable Television Franchises" ("Cable Regulations") require the County's prior consent to a transfer of control of the Franchise; and

WHEREAS, Franchisee has requested several amendments to the Franchise Agreement and has requested that the Construction Agreement be superseded by TCI's Lease Agreement with the County, dated _____, 1996 as part of the transfer approval process; and

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WHEREAS, the County is willing to amend the Franchise Agreement and to settle certain issues relating to the Transfer, and has enacted an Ordinance ("Transfer Ordinance") granting its approval of the Transfer subject to the condition, *inter alia*, that the parties enter into this Settlement Agreement; and

WHEREAS, the County and Franchisee entered into a Settlement Agreement effective as of February 12, 1996 (the "Original Settlement Agreement") which provides in part, but only in accordance with the terms set forth therein, for payment by the Franchisee to the County of a Settlement Payment (as such term is defined therein) and certain escrow payments on February 15, March 15, and April 15, 1996; and

WHEREAS, the County and Franchisee entered into an Amended and Restated Settlement Agreement dated as of May 13, 1996 (the "Amended and Restated Settlement Agreement") to modify the Original Settlement Agreement for the purpose of 1) clarifying that the Original Settlement Agreement was entered as of February 12, 1996; 2) amending the date upon which Transfer (as defined herein) is to be consummated to not later than July 24, 1996; and 3) making certain other minor modifications to the Original Settlement Agreement; and

WHEREAS, the County and Franchisee desire to modify the Amended and Restated Settlement Agreement in order to further amend the date upon which

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Transfer (as defined herein) is to be consummated to not later than August 30, 1996.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Amended and Restated Settlement Agreement is hereby amended and restated in full as hereinafter set forth and THE PARTIES DO HEREBY AGREE as follows:

SECTION 1. SETTLEMENT PAYMENT

1.1. Upon the consummation of the Transfer that is contemplated by the Transaction Documents, and provided that such Transfer is pursuant to the County's Approval either outstanding at the date of Transfer or granted within sixty (60) days of the closing of the Transfer, Franchisee will pay to the County \$1,500,000 in cash as instructed by the County ("Settlement Payment"). The County agrees that such payment, together with all other undertakings herein by Franchisee, settles all claims raised by the County with respect to the proposed transfer of control of the Franchisee to TCI Communications, Inc. The Settlement Agreement does not relieve Franchisee of its continuing obligation to comply with any provision of the Franchise. Franchisee shall continue to promptly submit any materials required under its Franchise Agreement. All provisions of the Franchise Agreement and the Cable Regulations remain in full force and effect and are

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enforceable in accordance with their terms and with applicable law, until and unless amendments to the Franchise Agreement become effective and supersede existing obligations, as provided herein.

1.2. The County and the Franchisee retain all rights and positions under the Construction Agreement between the parties unless and until there shall occur a consummation of the transfer that is contemplated by the Transaction Documents, and provided that such Transfer is pursuant to the County's Approval outstanding at the date of Transfer or granted within sixty (60) days of the closing of the Transfer, whereupon the Construction Agreement shall be superseded by the Lease Agreement which in any case shall not be prior to the date on which the amendments to the Franchise Agreement become effective. As of that effective date, and in accordance with applicable law, any fiber constructed for the County under the Construction Agreement shall become the property of the Franchisee, but shall be exclusively dedicated to the use of the County for public, educational and government use at no charge, as if it had been constructed and leased pursuant to the Lease Agreement. Any fiber the County has directed to be constructed under the Construction Agreement shall be constructed; any fiber which the County has directed to be constructed but not paid under the Construction Agreement shall be constructed and leased by paying Franchisee the price that would have been paid for construction under the Construction Agreement and there shall be no further payment obligations under the

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Construction or the Lease Agreements for that fiber. In all respects, it is the intent of the parties that the transition from a Construction Agreement to a Lease Agreement shall not increase the cost to the County of constructing or using the Institutional Network.

1.3. The Settlement Payment will be deposited in a Cable Communications Capital Fund and specifically earmarked for telecommunications purposes. The parties agree that the Settlement Payment and the payment required by Section 1.4 do not constitute franchise fees or franchise requirements.

1.4. Franchisee shall make an escrow payment as required by this paragraph. On February 15, 1996, and on the 15th of every month thereafter through and including April 15, 1996, until the consummation of the Transfer contemplated by the Transaction Documents, Franchisee shall pay \$64,000 in accordance with a mutually agreeable escrow agreement. If the Transfer contemplated by the Transaction Documents does not occur on or prior to August 30, 1996, then the money deposited pursuant to the escrow agreement shall be the property of Franchisee. If the Transfer contemplated by the Transaction Documents does not occur on or prior to August 30, 1996, then the money deposited pursuant to the escrow agreement shall be promptly paid to Franchisee. If the Transfer contemplated by the Transaction Documents does occur on or prior

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to August 30, 1996, then the money deposited into escrow shall be promptly paid to the County.

1.5. The Franchisee agrees that the adoption by the County of an Ordinance granting a franchise to any affiliate of Tele-Communications, Inc., including specifically TCI of Seattle, Inc., TCI of Auburn, Inc., TCI of Southwest Washington, Inc. or TCI Cablevision of Washington, Inc. shall not trigger any rights Franchisee may have under Section 2(f) or 5(f) of its Franchise Agreement, unless and until such franchises become fully effective. If the Transfer contemplated by the Transaction Documents is consummated on or before August 30, 1996, with the County's Approval either outstanding at the date of Transfer or granted within sixty (60) days of the closing of the Transfer, the Franchisee further agrees that Sections 2(f) and 5(f) of its Franchise Agreement shall not apply with respect to any franchise renewal issued to any company that is an affiliate of Tele-Communications, Inc., including specifically TCI of Seattle, Inc., TCI of Auburn, Inc., TCI of Southwest Washington, Inc. or TCI Cablevision of Washington, Inc. If the Transfer contemplated by the Transaction Documents is consummated on or before August 30, 1996, with the County's Approval either outstanding at the date of Transfer or granted within sixty (60) days of the closing of the Transfer, the Franchisee further agrees that it waives any claims or defense that said franchises and franchise agreements are substantially less burdensome than the Franchise Agreement.

12391**SECTION 2. AMENDMENTS TO THE FRANCHISE AGREEMENT**

The amended Franchise Agreement is attached. The amendments to the Franchise Agreement shall only become effective after the later of (1) consummation of the Transfer contemplated by the Transaction Documents; (2) payment of the amounts required under Section 1; or (3) the date Tele-Vue signs and becomes a party to, and has taken all other actions necessary so that it will be bound by the Lease Agreement on the date the Lease Agreement would supersede the Construction Agreement. Provided that, in no event shall the amendments to the Franchise Agreement become effective unless the Transfer contemplated by the Transaction Documents occurs on or before August 30, 1996.

SECTION 3. NO EFFECT ON FRANCHISE REQUIREMENTS

3.1. Franchisee hereby acknowledges that all "New Expenditures" as hereinafter defined associated with this Settlement Agreement will be paid by Franchisee and will not in any way be attributable to, allocable to, or deemed to have been caused by the subscribers to the System or the requirements of the Franchise. Additionally, any New Expenditures shall not be considered franchise fees for purposes of calculating cable rates. "New Expenditures" shall mean any costs incurred by Franchisee to abide by its obligations pursuant to the

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agreements, including this Settlement Agreement, negotiated in contemplation of receipt of the County's Approval.

3.2. The Parties expressly further agree that the Settlement Payment specified in Section 1.1 and the payments specified in Section 1.4 will not be passed through to subscribers in any form, itemized on subscriber bills, or attributed to the capital costs or operating expenses of the System. Franchisee specifically agrees to waive any current or future claim to the contrary. Notwithstanding the previous sentence, Franchisee may agree with TCIC on the tax treatment of the expenses related to this Settlement Agreement, provided, however, that such agreement has no purpose or effect related to System subscribers or user charges.

3.3. Each party to this Settlement Agreement, after consultation with its legal counsel as to the facts surrounding this Settlement Agreement, concludes and agrees that no consideration provided pursuant to this Settlement Agreement is required by the Franchise or can be construed to constitute a franchise fee. Nor are any payments made under the terms of this Settlement Agreement subject to any limitations on franchise fees under applicable law or in the Franchise Agreement. Franchisee hereby waives any current or future claim to the contrary.

12391**SECTION 4. COUNTY CONSIDERATION OF FUTURE TRANSFER REQUESTS.**

In the event that the Transfer contemplated by the Transaction Documents is not consummated on or before August 30, 1996, the parties agree that the County's Approval shall be null and void and deemed denied, without prejudice to the rights of the Franchisee to submit a subsequent Transfer Application ("Subsequent Transfer Application"). If the County's Approval is null and void and deemed denied and Franchisee submits a Subsequent Transfer Application in calendar year 1996, proposing a transfer to an affiliate of Tele-Communication, Inc., the County agrees that the County Executive will act to recommend approval or disapproval of the Subsequent Transfer Application within sixty (60) days of receipt of the information the County Executive reasonably requires to consider that Application. If the changes from the Transfer Application to the Subsequent Transfer Application are *de minimis*, the County Executive will act to recommend approval or disapproval of the Subsequent Transfer Application within thirty (30) days of receipt of the information the County Executive reasonably requires to consider that Application. It is agreed that in the case of *de minimis* changes a letter to the County Executive specifying the changes, if any, in the previous Transaction Documents shall constitute sufficient information to the County Executive for these purposes. The King County Council will act within thirty (30) days of receipt of the Executive's recommendation. Nothing in this paragraph requires the County to approve the Subsequent Transfer Application.

12391**SECTION 5. DISPUTES REGARDING THIS SETTLEMENT AGREEMENT**

5.1. Neither Franchisee nor any of its affiliates, nor the County, will take any action to challenge any provision of this Settlement Agreement as contrary to the Cable Communications Policy Act of 1984, 47 U.S.C. §§ 521 et seq., as amended ("1984 Cable Act"), or to FCC regulations; nor will they participate with any other person or entity in any such challenge. Any such action would constitute a material breach of this Settlement Agreement and of applicable law.

5.2. If and when any provision of this Settlement Agreement is found to be unenforceable in a final judicial or administrative proceeding, the parties shall enter into good-faith negotiations with the intent of reaching an agreement that would place the County and Cable System users and subscribers substantially in the same position with regard to rates as if this Settlement Agreement were fully enforceable.

SECTION 6. MISCELLANEOUS PROVISIONS

6.1. Entire Agreement. This Settlement Agreement constitutes the entire agreement of the parties with respect to the settlement of the issues addressed herein. No statements, promises or inducements inconsistent with this Settlement Agreement made by any party shall be valid or binding, unless in writing and

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executed by all parties. This Settlement Agreement may only be modified by written amendments hereto signed by both parties.

6.2. Severability. If any part, section, subsection, or other portion of this Settlement Agreement or any application thereof to any person or circumstance is declared void, unconstitutional or invalid for any reason, such part, section, subsection or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Settlement Agreement, and applications thereof not having been declared void, unconstitutional or invalid, shall remain in full force and effect. This paragraph does not relieve the parties of their obligations under paragraph 6.2.

6.3. Authority. Each signatory to this Settlement Agreement represents that he or she has the authority to enter into this Settlement Agreement.

6.4. Voluntary Agreement. This Settlement Agreement is freely and voluntarily given by each party, without any duress or coercion, and after each party has consulted with its counsel. Each party hereto has carefully and completely read all of the terms and provisions of this Settlement Agreement. Each party hereto acknowledges that this is a full, complete and final mutual settlement of the issues as set forth previously herein.

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6.5. Successors and Assigns. This Settlement Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their successors in interest, assigns, personal representatives and heirs.

6.6. Counterparts. This Settlement Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

6.7. Headings. The headings in this Settlement Agreement are for convenience of reference only and are not a material part of this Settlement Agreement. They shall not be used in determining the intent of the parties.

6.8. Governing Law. Except as to matters which are governed solely by federal law or regulation, this Settlement Agreement shall be governed by and construed, and the legal relations between the parties determined, in accordance with the laws of the State of Washington.


6.9. Date of Original Settlement Agreement. The County and Franchisee hereby confirm that the date of the Original Settlement Agreement (as hereinbefore defined) is February 12, 1996.

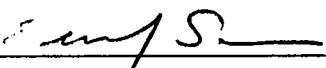
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IN WITNESS WHEREOF, this Settlement Agreement is executed by the parties as follows:

WITNESS:

TELE-VUE SYSTEMS, INC.
d/b/a Viacom Cable



By:  (Seal)

Name: Edward Schor

Title: Assistant Secretary

KING COUNTY, WASHINGTON

By: _____ (seal)

Name: _____

Title: _____

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IN WITNESS WHEREOF, this Settlement Agreement is executed by the parties as follows:

WITNESS:

TELE-VUE SYSTEMS, INC.
d/b/a Viacom Cable

By: _____ (Seal)

Name: _____

Title: _____

KING COUNTY, WASHINGTON

By: *Gary Locke* (seal) 7-23-96

Name: GARY LOCKE

Title: KING COUNTY EXECUTIVE

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Attachment

AMENDED FRANCHISE AGREEMENT