

13. Non-discrimination.

(a) No Discrimination.

(1) The Franchisee must comply with all applicable local, state and federal laws and regulations prohibiting discrimination, including without limitation, laws and regulations prohibiting discrimination in the provision of cable service or employment.

(2) The Franchisee is specifically prohibited from discriminating among persons or taking any retaliatory action against a person because of that person's exercise of any right it may have under federal, state, or local law, nor may the Franchisee require a person to waive such rights as a condition of taking service.

(3) The Franchisee is specifically prohibited from denying access or levying different rates and charges on any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides.

(4) To the extent the County may enforce such a requirement, the Franchisee is specifically prohibited from discriminating in its rates or charges or from granting undue preferences to any subscriber, potential subscriber, or group of subscribers or potential subscribers. The Franchisee may, however, offer temporary, bona fide promotional discounts in order to attract or maintain subscribers, so long as such discounts are offered on a non-discriminatory basis to similar classes of subscribers throughout the Franchise Area; and the Franchisee

shall offer special discounted rates for the basic and other regulated service tiers to economically disadvantaged subscribers who receive federal SSI assistance, and such other discounts as it is expressly entitled to provide under federal law, if such discounts are applied in a uniform and consistent manner.

(5) The Franchisee may request in writing, and the County may grant, temporary authority to the Franchisee for periods not to exceed twenty-four (24) months to offer specifically identified services, packages and combinations of services to selected groups of subscribers at terms and conditions not generally available to all subscribers. The County may refuse to grant this waiver unless it is persuaded upon sufficient showing by the Franchisee that the temporary authority will be used solely to offer services on an experimental or test market basis, and that the services will either be withdrawn at the conclusion of the test or will be made generally available to all subscribers in a uniform, consistent and nondiscriminatory manner.

(b) Equal Employment Plan. The Franchisee must adopt and follow an equal employment opportunity plan that complies with all applicable provisions of federal, state and local laws and regulations (which requirement includes the obligation to amend that plan to bring it into compliance with those laws and regulations, as hereafter amended or interpreted). A plan must be submitted to the County on the effective date of the Franchise for the County's review and approval.

(c) No Discrimination.

(1) Franchisee shall fully comply with all applicable federal, state and local laws, ordinance, executive orders and regulations which prohibit discrimination. These laws include, but are not limited to, Titles VI and VII of the Civil Rights Act of 1964, as amended, Chapter 49.60 of the Revised Code of Washington, as amended, and Chapters 12.16 and 12.18 of the King County Code, as amended.

(2) During the performance of this Franchise Agreement, neither Franchisee nor any party subcontracting under the authority of this Franchise Agreement shall discriminate on the basis of age, ancestry, creed, color, marital status, national origin, race, religion, sex, sexual orientation, or presence of any mental, physical or sensory handicap against any employee or applicant for employment, unless based on a bona fide occupational qualification, or in the administration or delivery of services or any other benefit under this Franchise Agreement.

(3) If Franchisee engages in unfair employment practices as defined in King County Code Chapter 12.18, as amended, the remedies set forth in that Chapter, as amended shall apply.

(d) Minority and Women's Business Enterprises.

(1) The Franchisee shall develop a plan that meets the Minority and Women's Business Enterprises ("M/WBE") goals of the County established pursuant to King County Code Chapter 4.18, as amended, (the "M/WBE Plan"). The M/WBE Plan shall be subject to the approval of the County, which approval

shall not be unreasonably withheld. The M/WBE Plan may contain expenditure goals, mandatory outreach and recruitment efforts and technical assistance to be offered by Franchisee to M/WBEs and shall take the form of the M/WBE Plan administered by the Franchisee consistent with the intent, purpose and practices of the County's M/WBE program.

(2) The purpose of the County's M/WBE program is to provide a prompt remedy for past discrimination.

(3) Substantial failure by the Franchisee to comply with the M/WBE Plan shall be a material breach of this Franchise Agreement.

(4) The County in general, and the M/WBE program in particular, are damaged when a contract, or portion of a contract, to be performed by a minority or women's business enterprise is not actually performed by a minority or women's business enterprise in compliance with King County Code Chapter 4.18, as amended. Because the actual amount of such damage is not reasonably calculable, the parties agree and stipulate that liquidated damages equal to the dollar value of the utilization lost to the County due to the violation, not to exceed 10% of the total dollar value of the contract, shall be the amount required to compensate the County for resulting delays in carrying out the purpose of the program, the cost of meeting utilization goals through additional contracts, the administrative cost, investigation and enforcement, and the other damages and costs caused by the violation, pursuant to subparagraph 5 below.

(5) Franchisee shall only be liable to the County for the liquidated

damages specified in the immediately preceding paragraph if Franchisee or a party subcontracting under the authority of this Franchise Agreement fails to perform a "commercially useful function" and/or operates as a broker, front, conduit or pass-through, all as defined in King County Code Chapter 4.18, as amended.

(e) Reporting.

(1) Franchisee shall complete and submit all forms required by King County Code Chapter 12.16, as amended.

(2) Franchisee shall maintain records and information necessary to document compliance with King County Code Chapter 4.18, as amended, which shall be accomplished through Franchisee's M/WBE Plan. As is consistent with the M/WBE Plan these records and this information shall include Franchisee's utilization of M/WBEs in its overall public and private business activities. The County shall have the right to inspect such records. Franchisee shall submit such documents and information as may be requested by the Administrator of the King County Civil Rights and Compliance Office or such other person designated by the King County Executive as manager of the County's M/WBE program.

(3) Franchisee shall submit quarterly reports in accordance with its M/WBE Plan detailing all M/WBE program activities, including but not limited to: total dollars spent by contract category; dollars spent with M/WBEs by contract category; and outreach, recruitment and mentoring activities, if any.

(4) Franchisee shall submit a summary of the reports required under the immediately preceding paragraph as part of Franchisee's annual report to the

County.

(5) Franchisee shall provide King County a copy of its equal employment opportunity plan filed with or submitted to the FCC, and any changes to the employment opportunity plan made in the last year, and a copy of its most recent FCC Form 395A. If the FCC replaces Form 395A, the Franchisee shall file the succeeding forms which contain any of the information previously required in Form 395A. If the FCC no longer requires the filing of equal employment opportunity information, the Franchisee shall file with the County the information it would have been required to file with the County on the date the Franchise was signed, including the information which would have been included on Form 395A.

(6) If an agreement is reached regarding an apprenticeship and/or internship program, a report on the apprenticeship/internship program established by Franchisee shall be included in the annual report and shall contain information including the following: number of apprentices/interns hired; number of journey-persons; percentage of minorities, women and disabled persons included in the program; total hours worked by all participants in the program; percentage of hours worked by minorities, women and persons with disabilities.

14. Rates.

(a) Rates and Charges Regulated. The County may regulate the Franchisee's rates and charges except to the extent it is prohibited from doing so by applicable law. The term "regulate" means the County may take any step it is

not prohibited from taking under applicable law in order to protect the public from unreasonable or discriminatory rates and charges, including but not limited to ordering refunds for overcharges and adopting regulations as appropriate to further implement its authority to regulate rates.

(b) Manner of Regulation. Without limiting the foregoing, and except as inconsistent with applicable law:

(1) The County may require the Franchisee to submit to the County for review and approval the rates in effect on the date the Franchise issued.

(2) The Franchisee may not change a rate or charge that is subject to the County's regulation without the County's prior approval, except as federal law otherwise provides.

(c) Rate Schedules. The Franchisee must provide a complete list of all its rates and charges (including bulk rates and charges and unregulated rates and charges) to the Cable Office on the effective date of the Franchise. The Franchisee must update that list so that the schedule of rates and charges is current. The Franchisee must give a minimum of thirty (30) calendar days prior notice before changing any rate or charge.

(d) Experimental Services. Subject to Section 13(a), the Franchisee may conduct experimental services and service offerings to particular regions of the County without making the service generally available throughout the County. The Franchisee must pay franchise fees on any revenues received.

15. Customer Service.

The Franchisee shall meet or exceed any customer service standards adopted by the Federal Communications Commission, and, to the extent the same are stricter or address different matters, customer service standards set forth in the Cable Ordinance and Cable Rules. Nothing in this Agreement limits any rights the County may have under 47 U.S.C. § 552.

16. System Facilities, Equipment and Services.

(a) System Upgrade. The Franchisee's Cable System shall be upgraded within four (4) years of the effective date of this Agreement so that, at all times thereafter, the System meets or exceeds the following requirements:

(1) The System shall have a rating of at least 750 MHz on all active components and at least 1 GHz for all passive components, and shall be activated for and carry at least 70 6-Mhz analog channels, downstream to all Subscribers.

(2) The rebuilt system will have at least eight (8) optical fibers to each node. Additional fibers will be provided at certain nodes based on County Institutional Network and Franchisee subscriber system designs. No node will serve distribution cable which passes more than 1200 homes or serve more than 900 subscribers, provided the system is segmented in the coaxial facilities so that no more than 300 subscribers are served from a single coaxial cable. The system will have the capability of reaching nodes of 300 homes each.

(3) There shall be no more than eight (8) active components in a cascade beyond any node and no more than ten (10) active components in a cascade measured from the headend.

(4) Each optical transfer node site shall be located and designed to allow adequate space for several fiber receivers and transmitters, and standby power.

(5) The System shall be capable of continuous twenty-four (24) hour daily operation without severe material degradation of signal except during extremely inclement weather or immediately following extraordinary storms that adversely affect utility services or damage major system components.

(6) The System shall be capable of operating over an outdoor temperature range of -20 degrees F to +120 degrees F and over variation in supply voltages from 105 to 130 volts AC without catastrophic failure or irreversible performance changes.

(7) The System shall meet all specifications as set forth herein or in the Ordinance over an outdoor temperature range of 0 degrees F to 100 degrees F and over variation in supply voltages from 105 to 130 volts AC.

(8) The System shall be operated in such a manner as to avoid causing interference with the reception of over-the-air signals by a Subscriber.

(9) The upstream capacity of the System shall be such that there is no significant deterioration in the signal quality from the point of origin through the headend; and so that from the headend, there is no more deterioration in the signal

quality on PEG channels than on any other channel. Deterioration refers to any signal problem, including but not limited to ghost images and other interference and distortions.

(10) The System shall use equipment generally used in high-quality, reliable, modern systems of similar design.

(b) An Open Cable System. The System including headend, distributive network, and customer premises equipment shall be an "open" network. The Franchisee must take affirmative steps, including in its design, research, procurement and contracting practices so that the System operates as an "open" network as far as reasonably possible initially and so that openness is maintained and enhanced throughout the Franchise term. An "open" system shall have at least the following characteristics. The standards for the hardware interfaces and software protocols used by the system, other than those required to maintain network integrity and security, the protection of copyrighted information or those protocols utilized to bill subscribers or programmers of the network for network usage -- including at the node, headend and at customer premises -- shall be published and generally available.

(c) Other System Design Requirements.

(1) The System must have back-up power supplies capable of providing power to the System and related facilities, including the I-net, continuously at all headends and hubs and for at least three hours at all optical transfer nodes and nodes in the event of an electrical outage. In addition, the

design and construction of the System shall include modulators, antennae, amplifiers and other electronics that permit and are capable of passing through the signals received at the headend without substantial alteration or deterioration (thus, for example, the System shall include components so that a signal received at the headend in color may be received by the Subscriber in color, and a stereo signal in stereo).

(2) The master headend shall have adequate ventilation and space reserved such that the headend could provide at least 120-plus channels in full configuration and shall develop signals of high quality throughout the service area (including on channels retransmitting upstream signals received through the headend), and the headend shall have adequate ventilation and space to be able to meet or exceed applicable design and technical requirements and in order to reasonably accommodate equipment for the County.

(3) The System shall allow all unscrambled analog channels on all Service Tiers to be received by cable-ready television sets without the aid of a converter, and shall minimize, to the maximum extent feasible, interference with consumer electronic equipment. Franchisee may choose to trap signals not authorized for reception.

(4) As part of the System, the Franchisee shall offer every Subscriber, at the same price and regardless of the level of service taken, the opportunity to lease or buy converters from Franchisee that utilize wireless remote controls and that contain bypass or similar technologies that allow Subscribers to

view a program on one channel while taping a program on another channel.

(5) Subscribers must be able to block out all premium and pay-per-view channels, and video on all channels.

(6) The System shall include equipment so that pay-per-view programming can only be activated by authorized subscribers.

(7) The Franchisee shall design the system so that channel capacity may be readily expanded through digital video compression or similar appropriate technology without compromising service quality or requiring significant alterations, upgrading or reconstruction.

(8) The Franchisee shall make available to all existing one-way converter subscribers some form of interactive technology within four (4) years of the effective date of the Franchise.

(9) The rebuilt subscriber network will be two-way active on completion of the rebuild. Final tuning and sweeping of the upstream system will not occur until Franchisee chooses to provide a specific two-way service. The County may waive this requirement of two-way activation upon a showing by Franchisee that two-way services are commercially impracticable. In the event that the County waives the requirement, the waiver shall apply for one calendar year only, and a new showing must be made each year or the requirement must be met.

(10) All closed-caption programming retransmitted by the System shall include the closed-caption signal. It shall provide a remote control device to those subscribers who are mobility limited, or where a member of the subscriber's

household is mobility limited. For hearing impaired customers, the Franchisee shall provide information concerning the cost and availability of equipment to facilitate the reception of all basic services for the hearing impaired. In addition, the Franchisee must have TDD/TTY (or equivalent) equipment at the company office, and a telephone number listed on subscriber bills, in local telephone directories and with directory assistance for such equipment, that will allow hearing impaired customers to contact the Franchisee.

(11) Except as provided in this paragraph, all County subscribers will be served with the same Cable System distribution facilities and offered the same Cable Services after completion of the rebuild. The County may waive the requirement for a two-way return from Vashon Island to the headend upon a showing by Franchisee that it is commercially impracticable. In the event the County waives the requirement, that waiver shall apply for two calendar years only, and a new showing must be made every two years or the requirement must be met.

(12) Status Monitoring. Franchisee shall provide system status monitoring upon completion of the rebuild and after the Cable System becomes two-way active pursuant to Section 16.(c)(9) in accordance with a plan presented to and approved by the Cable Office. At minimum, the plan shall include equipment to monitor the status of the signal quality, signal level, back-up power supply conditions and optical conversion equipment throughout the system as that equipment becomes reasonably available.

(d) Institutional Network.

(1) The County will lease from the Franchisee dedicated fiber capacity for an Institutional Network (as defined herein) physically and electrically related to the cable subscriber network. Franchisee agrees to cooperate with the County in the design, coordination and maintenance of the Institutional Network as described in the Lease Agreement between the parties, dated _____, 1996 ("Lease Agreement"). Franchisee will construct the dedicated fiber capacity of the Institutional Network as specified in the Lease Agreement. And Franchisee will cooperate with the County's operation of the Institutional Network as specified in this Franchise. The Franchisee agrees to construct and maintain for the County under the terms specified in the Lease Agreement as many optical fibers with a minimum design transmission capacity and to be located in the incorporated and unincorporated areas of the County as specified by the County. These fibers will be the property of the Franchisee and will be dedicated to exclusive use by the County to link public, educational and governmental facilities of various governmental jurisdictions and shall be for voice, video and data use by public, educational and governmental users (the "Institutional Network" or "Network"). This capacity shall be activated after completion of construction at a time designated by the County and shall be in addition to the engineered capacity required by Section 16.(a)(2). The Franchisee shall cooperate with the County in Subscriber Network node locations to minimize Institutional Network construction and lease costs to the County. Both parties will use best efforts to coordinate on

the location of the Franchisee's fiber nodes to maximize the savings to the County while not altering the cost or specifications of the rebuild construction to Franchisee. Any transmission on the Institutional Network may be simultaneously retransmitted on the downstream public, educational and governmental ("PEG") channels reserved under Section 17.

(2) The cost of construction, maintenance, repair and replacement of the facilities referred to in Section 16.(d)(1) shall be allocated in accordance with the Lease Agreement. No charges for use of the Institutional Network, its facilities or optical fibers may be levied by the Franchisee except as specified in the Lease Agreement or this Franchise Agreement.

(3) The Franchisee shall provide reasonable space at the headend, hubs, and optical and transfer nodes for switching, control and other equipment provided by the County and required for the utilization of the system capacity reserved for the Institutional Network.

(4) The Franchisee, as directed by work order pursuant to the Lease Agreement, shall connect to the Institutional Network the locations listed in Attachment I, which include schools, libraries, courts, County offices and agencies, and such other public, educational and governmental facilities as shall be designated by the County. The County has the right to reasonably substitute new site addresses prior to Franchisee construction to a site location if the activity at any site in Attachment I is moved to a new site location. Provided however, the total number of sites identified in Attachment I may not be exceeded.

(5) Interconnection of the Institutional Network and the Subscriber Network shall be provided as reasonably requested by the County. Such interconnection shall be activated upon the request of the County, but in no event sooner than completion of the affected rebuild area, as the County deems use of the interconnection to be necessary to its public, educational and governmental communications needs and interests. The Franchisee shall not be responsible for providing and operating any switching capability the County uses.

(6) If the County wishes to use transmission capacity on the Franchisee's Cable System beyond its rights to free use under this Agreement and the Lease Agreement, the charges for such use shall be freely negotiated on terms and conditions equal to or more favorable to the County than those offered to any other major user by the Franchisee.

(e) Interim System Upgrade.

The Franchisee shall complete an interim upgrade of its existing system to 450 MHz, with 54 programmed analog channels not later than January 1, 1995. If, through no fault of the Franchisee, any government agency delays necessary approvals such that Franchisee cannot complete the interim upgrade by this date, Franchisee may, after notice to the County, delay completion of the interim upgrade until March 31, 1995.

(f) System Upgrade and Institutional Network Schedule.

(1) The Franchisee shall begin construction of its proposed rebuilt system within two (2) years of the effective date of the Franchise and shall

complete all construction within forty-eight (48) months of the effective date of the Franchise.

(2) The Franchisee shall construct so that service from each hub is extended to nodes in low income areas at least as quickly as it is extended to nodes in higher income areas.

(3) Following the commencement of construction of the System rebuild until the upgraded System is completed, the Franchisee shall provide detailed written reports to the County on the Franchisee's progress in constructing the rebuilt System at each point construction passes seven thousand (7000) additional homes and shall meet with the County to discuss such progress.

(4) The County has the right to conduct tests and to observe when Franchisee conducts tests, as consistent with federal law. The Franchisee shall perform all tests necessary to demonstrate compliance with the performance standards of a fully activated system it must satisfy under its Franchise Agreement or applicable law. All tests shall be conducted in accordance with federal rules and in accordance with the most recent edition of NCTA "Recommended Practices for Measurements on Cable Television Systems," or if no recent edition exists, such other appropriate manual as the parties may designate. The Franchisee shall perform at least the following tests:

(i) The Franchisee shall assure that preactivation quality control is performed on cable and equipment. In the case of passive components, this will include testing to verify compliance with manufacturer's specifications. All

trunk and distribution cable shall be inspected and sample tested to verify compliance with manufacturer's specifications for frequency response and structural loss. All trunk and distribution amplifiers shall be bench-tested. No component should be used in system which fails to meet manufacturer's specifications. The manufacturer's specifications should meet or exceed industry standards.

(ii) The Franchisee shall perform acceptance tests on each construction area segment prior to subscriber connection. The tests should demonstrate that the system components are operating as expected. The Franchisee shall have the obligation, without further notice from County, to take corrective action if any segment is not operating as expected.

(iii) The Franchisee and the County will jointly select appropriate locations given the System design to install equipment to establish permanent test points. The test points shall be installed in locked enclosures so as to be accessible from ground level. The number of required test points may be specified by agreement of the parties, consistent with FCC rules and regulations, as appropriate to ensure all subscribers are receiving adequate service. The Franchisee shall perform proof of performance tests at these locations at least once every six months through the life of the Franchise except as federal law otherwise limits the obligation; or more frequently if federal law so requires. If a location fails to meet applicable performance specifications, the Franchisee, without requirement of additional notice or request from County, shall take corrective action, retest the

locations and advise the County of the action taken and results achieved.

(iv) If based on subscriber complaints, or based on its own investigation, the County believes that the System may not be operating in compliance with the Franchise Agreement or applicable law, it may require the Franchisee to perform tests, and to prepare a report to the County on the results of those tests, including a report identifying any problem found and steps taken to correct the problem.

(v) The Franchisee shall notify the County at least one week in advance of any of the tests described above, except the County shall receive thirty (30) days advance notice of proof of performance tests required by Section 16(f)(4). The County shall have the option of witnessing the tests. Written test results should be submitted to the County within thirty (30) days of completion of the testing.

(vi) Consistent with Section 16.(f)(4), the County may conduct inspections and, after notice to Franchisee, test the System. Franchisee shall have the right to be present at such tests. Tests and inspections may include determining whether the System is being constructed in accordance with the system construction plan. Inspection does not relieve the Franchisee of its obligation to comply with all provisions of its Franchise Agreement and applicable law.

(g) Full Cable Service to Certain Facilities. Upon the request of the County, the Franchisee shall provide full basic and satellite tier Cable Service, and

all open and closed PEG channels activated on the system to the locations designated below. Franchisee shall provide equivalent service if Franchisee discontinues such tiers of service in their current form. These services shall be free of charge to each of the following locations: all locations listed in Attachment I; each public school and public school administrative facility located in unincorporated King County; each King County Library System facility; each fire station; each Public Access Center; each County office and agency; each County-owned and County-leased facility. The Franchisee shall provide services to the above facilities located within the Franchise Area or in other jurisdictions located within King County where the Franchisee has a franchise, permit, license or other right to serve to the extent designated by the County from time to time. To the extent any drop to facilities other than public schools and public libraries exceeds seventy-five (75) feet underground or one hundred fifty (150) feet aerial, Franchisee may request compensation for its time and materials for installations in excess of those distances. Inside wiring will not be Franchisee's responsibility. These service outlets will have sufficient electric power to be capable of serving all rooms in each facility. However, the Franchisee is not obligated to provide a standard line amplifier at Franchisee's cost to more than a total number of seventy-five (75) buildings as specified by the County. Additional amplifiers may be obtained through the Franchisee on an at-cost basis from the Franchisee. Free service will not be provided to any private, for-profit concessionaire using County facilities.

(h) Proof of Performance Tests. Every six (6) months or as required by FCC rules, whichever is more often, the Franchisee shall conduct proof of performance tests pursuant to the Cable Ordinance, designed to demonstrate compliance with the Ordinance, this Franchise Agreement and FCC requirements, and shall provide to the County a written report showing the results of such tests. If the tests reveal that the Franchisee is not in compliance with all applicable requirements, the Franchisee shall immediately take whatever steps are necessary to achieve compliance. Not later than thirty (30) days following completion of the tests which revealed non-compliance, the Franchisee shall conduct additional proof of performance tests to determine whether it has corrected its non-compliance; provided that the County may extend this thirty (30) day requirement as it deems necessary. Franchisee must correct and retest the system until either the system passes the test or obtains a waiver. Notwithstanding, this Section 16(h) is enforceable only to the extent consistent with federal law.

(i) Leased Access Channels. The Franchisee shall provide leased access channels as required by federal law.

(j) Customer Service Monitoring. The Franchisee shall install such devices as are required to enable it to determine whether it is complying with all telephone answering standards required by applicable customer service regulations, as amended from time to time.

(k) Local Office. Throughout the franchise term, the Franchisee must maintain, at a minimum, two (2) customer service centers conveniently located to

unincorporated King County subscribers. These centers will provide subscribers the opportunity for the receipt and pick-up of subscriber equipment and for the receipt of subscriber payments and complaints. Franchisee shall install telephones and other equipment so that customer complaints and service requests can be received by Franchisee on a 24-hour basis on a local, toll-free telephone number. Franchisee must also provide a location on Vashon Island for the drop-off of subscriber equipment and payment of bills, and must continue the practices for delivery of equipment to its subscribers on Vashon Island that were in place as of December 31, 1995.

(l) Emergency Broadcasts. Franchisee shall install devices and all equipment with reasonable performance standards as specified by the County. The equipment must permit the County to override the audio and video on all channels on the Cable System without the assistance of the Franchisee for emergency broadcasts from a location designated by the County. This obligation shall be effective only upon notice by the County that it has entered into a master agreement with other jurisdictions. Notwithstanding, Franchisee shall use best efforts to coordinate with other jurisdictions.

(m) Interconnection. The Cable System in the County, operated by Franchisee, shall be interconnected within or at the boundaries of the franchise territory with other cable systems operated in the County and in the greater Seattle area, to the extent the subscriber and Institutional Network system signals of the other systems are available to Franchisee, and consistent with Franchisee's

obligations as specified in 18.(a).

(n) Uses of System. Franchisee must agree to advise the County of all active uses of the System, for both entertainment and other purposes, such as data transmission, local area networks, and voice transmission, and the County shall have the right to conduct audits of such usage.

(o) Additional Capacity. Franchisee must agree to notify the County at least sixty to ninety (60-90) days in advance of the installation of any fiber optic capacity not contemplated by the initial design of the System, so that additional fiber may be installed in accordance with the Lease Agreement for government and institutional use.

(p) Programming. Franchisee shall provide broad categories of video programming, which categories shall include but not be limited to general entertainment programming, programming primarily directed at children, public affairs, education, minority, 24-hour news, local news, foreign language, cultural and performing arts, and sports programming.

**17. Channels, Facilities, Equipment and Services
for Public, Educational and Governmental Use.**

(a) Access Channel.

(1) In addition to the Minority Programming Channel described in Section 17(i), the Franchisee shall make available to all Subscribers not later than June 1, 1995 four (4) additional standard (6 Mhz) video channels for public, educational and governmental use, which channels shall be carried on the basic tier

of service throughout the remaining Franchise term and shall be in addition to the Institutional Network. The public, educational and governmental use channels required in this paragraph shall be available free of charge to the County.

(2) In addition to the channels specified in Section 17.(a)(1), after the rebuild of the System as described in Section 13, 16, 16.(a), the Franchisee shall activate and, subject to federal rate regulations applicable to the adding of PEG channels, make available free of charge to the County additional public, educational and governmental channels as specified in this paragraph.

(i) Upon completion of each phase of the rebuild, the Franchisee shall provide within the rebuilt areas a minimum of ten (10) and a maximum of twenty five (25) video channels for Public, Educational and Governmental programming on the Subscriber Network remaining throughout the term of this Franchise. Any channels provided pursuant to Section 17(a)(1) above count to move the minimum and maximum PEG totals. No fewer than ten (10) and no more than thirteen (13) of those channels may be analog format channels. There shall be no more than 13 PEG channels until the Subscriber Network begins to carry digitally transmitted video channels. At that time, and when additional channels are required as described in this section, the Franchisee shall make available to subscribers the equipment required to receive the Public, Educational and Governmental digital channels. If permitted by applicable law, this equipment shall be available at cost to subscribers who take only the digital PEG channels and

no other digital services.

(ii) The County will initially allocate the first ten available channels as follows: two (2) Public, six (6) Educational and two (2) Governmental. After that allocation, additional channels will be made available by the Franchisee in accordance with the following criteria.

(iii) Public Access: Franchisee shall provide an additional channel whenever the channels set aside by the County for public access programming are programmed with qualified programming at least eighty (80%) of the cumulative time between the test hours of 9:00 a.m. to 11:00 p.m, Monday through Friday, over a consecutive sixteen (16) week period. All qualified programming shall count in this measurement for the actual running time shown. Repeat programs as defined in Section 17.(a)(3)(i) are qualified programming only to a maximum of fifteen percent (15%) of total qualified programming. Programs which are neither locally produced programming nor programming related to the County may be qualified programming only to a maximum of fifty percent (50%) of total qualified programming.

(iv) Educational Access: Franchisee shall provide an additional channel whenever the channels set aside by the County for educational access programming are programmed with qualified programming at least eighty percent (80%) of the cumulative time of sixty hours per week over a consecutive sixteen (16) week period. All qualified programming shall count in this measurement for the actual running time shown. Repeat programs as defined in

Section 17.(a)(3)(i) are qualified programming only to a maximum of twenty-five percent (25%) of total qualified programming. Programs which are neither locally produced programming nor programming related to the Puget Sound Region may be qualified programming only to a maximum of fifty percent (50%) of total qualified programming. Any program broadcast locally within three (3) years of the measurement period is not qualified programming. Notwithstanding, the Franchisee may, in its sole discretion, permit the program to be qualified programming upon written request by the County. The County and the Franchisee agree to meet within four (4) years of the effective date of this Franchise to discuss amending the treatment of programs broadcast locally as qualified programming. For purposes of this subparagraph, "broadcast locally" means transmitted on the signal of a local commercial television station or a qualified local noncommercial educational television station with signal carriage rights on the Franchisee's System pursuant to 47 U.S.C. Sec. 535, as in effect on the effective date of this Franchise.

(v) Governmental Access: Franchisee shall provide an additional channel whenever the channels set aside by the County for governmental access programming are programmed with qualified programming at least eighty percent (80%) of the cumulative time of sixty hours per week over a consecutive sixteen (16) week period. All qualified programming shall count in this measurement for the actual running time shown. Repeat programs as defined in Section 17.(a)(3)(i) are qualified programming only to a maximum of fifty percent (50%) of total qualified programming.

(3) As used in Section 17.(a)(2),

(i) "repeat program" means the running time of any program only to the extent it is shown more than four (4) times during the test hours over the ten (10) week measurement period.

(ii) "locally produced programming" means programming (a) produced within the County, or (b) produced by any County resident or any agency, public or private, which provides services to County residents within the County, regardless of the location at which the programming was produced.

(iii) "programming related to the County" and "programming related to the Puget Sound Region" means programming which addresses the educational, political, social or cultural interests of any segment of the residents of the County or of the Puget Sound Region. For public access programming, the programming must also relate to the County or the Region.

(iv) "qualified programming" includes video bulletin board material if the material consists of multiple and different text (or video and text) screens transmitted to different subscribers simultaneously. The term does include video bulletin board material where the content of the video bulletin board can be selected by a viewer, even if the resulting message is then available to all viewers of the channel. No more than two additional channels may be triggered by such interactive bulletin board material. Subject to the two foregoing sentences, qualified programming does not include material such as character generated material to the extent the same text (or video and text) screen is sent

simultaneously without variation to all system subscribers.

(4) The operator may convert the analog PEG channels to digital format when all subscribers have the necessary equipment to receive the channels. The bandwidth for individual digital PEG video channels shall equal or exceed the bandwidth and transmission quality of standard commercial digital video channels on the system.

(5) The County shall administer the use and allocate responsibility for the operation of all public, educational and governmental channels. The County shall have the right to allocate the channels to any entity responsible for managing access channels, or to maintain them as separate channels under the County's own control.

(6) The Franchisee will provide any open PEG channels as well as the Minority Programming Channel described in Section 17.(h) on the basic tier throughout the life of the franchise.

(7) In the event Franchisee offers commercial interactive services on the Subscriber Network, the County shall have the right to require equivalent interactivity on one governmental and one educational access channel when thirty percent (30%) of Franchisee's subscribers subscribe to such services. Any subscriber equipment necessary to use interactive features on such access channels may be made available to subscribers on the same terms as for commercial uses. For purposes of this paragraph, "interactive services" means two-way communication over the cable system in which the subscriber interacts

with the program being viewed, and does not include merely ordering and receiving pay-per-view or video game services or use of internet access services.

Within the designated access channel, the County may manage the interactivity function or designate one or more nonprofit access management corporations, schools, school districts or any other qualified entities to manage or share the responsibility for managing the interactive use. Any entity responsible for management of the interactive use may establish and enforce (1) the interactive uses within the designated access channel to particular services and (2) rules for use of the interactive uses, so long as those rules are consistent with this Franchise and relevant law. The Franchisee shall not take any action which causes material degradation to information transmitted over the interactive use.

The bi-directional interactive PEG function shall be activated from all system subscribers to the Franchisee's headend, and to the switcher of the County or other managing entity if the switching capacity is not located at the headend.

Except as expressly permitted by federal law, the Franchisee agrees it will not exercise any editorial control over information created by others and transmitted using this capacity.

Except as otherwise specified in this Agreement, PEG interactive use shall be available free of charge by the Franchisee to users, including the entity that manages the use of the interactive functions, and to the County.

(8) When the Franchisee leases, purchases or otherwise obtains or increases electronic memory storage capacity for its own use in support of bi-

directional data and interactive services or Video-on-Demand, it shall offer to the County and the designated PEG management entities the ability to use such capacity for public, educational and governmental video on demand, data transmission and other interactive applications. The County or the affected management entity would pay the cost of the capacity used. The cost of the capacity would be determined by the ratio of stored memory capacity devoted to PEG material to the total memory capacity multiplied by the cost of the hardware for the memory storage complex. The County or the affected management entity would be responsible for digitization and compression required to use the capacity.

(9) The County agrees that it will use its designated access channels or other facilities, its Institutional Network facilities or other designated Franchisee subscriber network facilities solely for educational, public access, and County and government communication purposes and not for any for-profit commercial purposes by the County or third parties. Franchisee shall have the right to audit the County's use of such facilities to ensure compliance with this paragraph. However, the County may authorize charges to pay the direct costs of the non-commercial services, such as fees for video class instruction or charges to recover the cost of special use equipment.

(10) Any reference to an analog channel for PEG use refers to a 6 MHz channel. When the System activates digital capacity and is delivering digital signals to customers, the County may elect to have some or all of the channels authorized in this Section transmitted in digital format, subject to the channel limits

set forth in 17.(a). Any such digital PEG channels shall have the same bandwidth and transmission quality as the standard commercial digital video channels on the system.

(b) Capital Grant for Access Equipment and Facilities.

(1) The Franchisee shall provide the County an annual capital grant in a base amount subject to the adjustments and payment schedule set forth below, to be used by the County in its sole discretion for cable related and Institutional Network related purposes. These grants are not franchise fees and Franchisee waives any claim otherwise.

(2) On the effective date of the renewal franchise, the Franchisee shall provide the County \$800,000 in cash or cash equivalents as the first year's base amount.

(3) On the first and second anniversaries of the effective date of the Franchise, the Franchisee shall provide grants in the form of construction/work order credits to the County in base amounts calculated in accordance with Section 17.(b)(7) below, for the construction of its I-net.

The Franchisee agrees that it may be engaged by the County as its construction contractor to build designated portions of its I-net within the Franchisee's franchised service area on the terms and conditions set out in the Lease Agreement. If the Franchisee provides construction services to the County, the Franchisee shall deduct the County's construction expenses in years two and three of the Franchise from the total annual grant allowance and provide the

County a running balance. A final accounting of construction expenses incurred during years two and three of the Franchise shall be performed in the first quarter of year four of the renewal term. Any unused portion of the allowance plus interest shall be provided to the County in cash or cash equivalents at such time. Any expenses incurred beyond the amount of the allowance plus interest shall be invoiced to the County, and shall be offset against the Base Amount referenced in Section 17.(b)(4).

(4) On the third anniversary of the effective date of the Franchise, the Franchisee shall pay to the County an amount equal to the base amount.

(5) On the fourth anniversary of the effective date of the franchise, the Franchisee shall pay to the County a lump sum payment for years five, six and seven of the franchise term equal to the base amount times three (3).

(6) On the seventh anniversary of the effective date of the franchise, the Franchisee shall pay to the County a lump sum payment for years eight, nine and ten of the franchise term equal to the base amount times three (3).

(7) The base amount after the first payment shall be calculated as follows: The previous base amount, or \$800,000 when calculating the base amount for the second anniversary, shall be adjusted annually at the anniversary date of the Franchise for incremental inflation during the subsequent year to the extent inflation exceeded two (2) percent as measured by the GNP-PI. For example, should the GNP-PI in a given year not exceed two (2) percent, no adjustment shall be made to the previous year's base amount. If the GNP-PI

increases by three (3) percent, the base amount shall be increased by one (1) percent. Subsequent base amounts shall be based on the prior year's adjusted base amount.

(c) Return Feed from Facilities.

(1) The Cable System shall be designed and built to include all equipment, including but not limited to laser transmitters, modulators, and processors, drops and wiring, so that the PEG access centers can send signals to the headend on the County's Institutional Network and those signals can be distributed downstream on the subscriber network; and so that the PEG access centers can each remotely and without assistance from the Franchisee or access to its headend (i) receive signals from the Institutional Network; (ii) switch signals originated at an access center or on the Institutional Network onto any of the access channels on the regular subscriber network; and (iii) otherwise control the signals to allow for smooth breaks, transitions, insertion of station IDs and other material. However the County remains responsible for PEG switching and decoding costs.

(2) For the purposes of sending video signals from remote locations and routing these signals onto access channels on the Subscriber network, the Franchisee at its cost, will in coordination with the equipment provided pursuant to Section 17(d) of Franchise No. ____, provide facilities and equipment to the extent required to receive and retransmit the signals to provide coverage of substantially

all of the Franchise Area in the County.

(3) The County may collocate institutional and access network equipment as reasonably necessary in Franchisee's buildings and structures without charge. Franchise may, at its option, provide for placement of the equipment in the buildings in convenient areas discrete from Franchisee's equipment and solely for County use.

(d) Management of Channels. The County may designate one (1) or more entities, including a non-profit access management corporation, to manage the use of all or part of the Institutional Network and the public, educational, and governmental access channels and two-way capacity dedicated under Section 16(d) and Section 17, respectively. Until such an entity has been designated, the County shall perform all functions assigned to the entity in this Agreement.

(e) Program Guide. The County shall make the schedule of public, educational, and governmental programming available to Franchisee as required to meet franchisee's publication deadline. Franchisee shall cooperate with the County in making the schedule available to all subscribers and to appropriate news sources, in the same manner as it does all other programming on the System. Franchisee is not responsible for any decision by an independent news source to not publish the schedule.

(f) Costs and Payments not Franchise Fees. The parties agree that any capital costs to the Franchisee associated with the provision of support for public, educational or governmental access pursuant to this Franchise Agreement, and any

capital grant payments made to the County pursuant to Section 17 of this Agreement, do not constitute and are not part of a franchise fee, and fall within one or more of the exceptions to 47 U.S.C. § 542.

(g) Editorial Control. Except as expressly permitted by federal law, the Franchisee shall not exercise any editorial control over the content of programming on the designated access channels (except for such programming the Franchisee may produce and cablecast on those channels).

(h) Minority, Ethnic, and Foreign Language Programming Channels. Throughout the term of the Franchise in addition to the existing minority, ethnic and foreign language programming channels carried at the time of renewal, the Franchisee shall designate and maintain an additional channel on its basic tier for commercial use by a qualified minority, ethnic and foreign language programming source(s) to be selected by the Franchisee. The Franchisee shall be solely responsible for all costs of carriage. The Franchisee shall add such a channel as soon as practicable but in no event later than upon completion of each phase of the rebuild.

18. Timing and Planning of Construction; Extension.

(a) Interconnection. The Franchisee shall interconnect the system upon rebuild with all other willing cable systems in immediately adjoining areas, whether in the County or not. A "willing cable system" means any cable system operator who pays its own cost of installation and operation of facilities located within its

own territory which are required for the interconnection, or an operator which enters into an interconnection agreement with Franchisee on any other mutually agreed terms. Interconnection is required only if technically feasible. Such operators must meet the Franchisee at or within the Franchise Area and provide signals of industry standard quality. Notwithstanding the foregoing, Franchisee is responsible for interconnecting with the Cable Systems operating pursuant to the Franchise granted to Tele-Vue Systems, Inc. d/b/a Viacom Cable and its successors and assigns. The Franchisee shall provide signals to and receive signals from all interconnected operators so as to provide real time carriage of public, educational and governmental programming and Institutional Network services that are comparable to services carried on Franchisee's King County Network. Nothing in this paragraph alters Franchisee's channel obligations for public, educational and governmental programming as described in Section 17.(a). Any proposed interconnection that affects Institutional Network or PEG services shall be subject to the approval of the County, which may establish requirements to and from the point of interconnection to allow the Institutional Network to operate without disruption across Franchise Areas and for signals intended for Public, Educational and Governmental access channels on the Subscriber Network to flow without disruption across Franchise Areas.

(b) Line Extensions. The Franchisee must make Cable Service available for the standard installation charge to all persons within its Franchise Area who request Cable Service and agree to subscribe for a minimum period of one year if,

using the most direct route, the distance the distribution line would be extended to provide service divided by the number of people requesting service is not more than three hundred (300) feet from the Cable System, and the drop distance is not more than one hundred fifty (150) feet from the cable system. Cable Service shall be provided to all persons who are not within these distances if the person agrees to pay the full cost to provide cable service beyond these distances. In addition, Franchisee promises to enter all joint utility trenches and conduit whenever available upon reasonable notice within its franchise area at no charge to new subscribers. If Franchisee fails, after notice, to enter a conduit or joint trench, any later construction to reach locations that would otherwise have been served from the conduit or trench shall be at Franchisee's sole expense.

(c) Construction of the Institutional Network. The parties to this Agreement will execute a separate and simultaneous Lease Agreement to coordinate design, construction and operation of the Institutional Network with the rebuilding of the Franchisee's network. Both parties will use best efforts to coordinate on the location of the Franchisee's fiber nodes to maximize the savings to the County while not altering the cost or specifications of the rebuild construction to Franchisee. Pursuant to this separate Lease Agreement, to the extent the County contracts, Franchisee will construct those parts of the County network that are not collocated with Franchisee's facilities and are solely for the County's use. Franchisee shall undertake construction and installation of all County network facilities in accordance with the Lease Agreement and Section

16(d).

(d) Permit Fees.

(1) The County shall waive Right-of-Way Construction Permit fees required by the County in connection with any construction by Franchisee which is solely for the County's Institutional Network or other Facilities described in Section 18(c).

(2) The County shall waive *pro rata* any Right-of-Way Construction Permit fees which are payable to the County's Property Services Division for its services, and which arise in connection with the Franchisee's joint construction of the Cable System and the County's Institutional Network or government access facilities. The *pro rata* share of fees which will be waived shall be calculated by multiplying the total amount of Right-of-Way Construction Permit fees required in connection with Franchisee's joint work by a fraction, the numerator of which is the number of fibers for the County involved in the Franchisee's joint work in the pertinent area, and the denominator of which is the total number of fibers involved in the joint work in the pertinent area. For example, if a project involves one hundred (100) feet of construction, forty (40) feet solely for the Franchisee and sixty (60) feet for both the Franchisee (6 fibers) and the County (2 fibers), the fee shall be calculated as follows:

(40 feet times per ft. charge) + (60 feet times per ft. charge times 6/8) = Franchisee's fee.

(e) Retention of Discretion. The County retains discretion to waive,

extend or grant a substitute construction schedule or equipment requirement upon request and showing by Franchisee that the waiver, extension or substitution will result in improved design or performance of the cable system. If the County exercises its discretion under this Section 18(e), Franchisee shall not be liable for any damages specified in Section 11(a)(1) or 11(a)(3) to the extent of such action by the County. The County will not unreasonably withhold the requested actions.

19. Conditions on Use of Rights-of-Way: Specific Practices.

As provided in Sections 2(g) and (h), the construction, operation and repair of the Cable System must be performed in compliance with this Agreement and all applicable laws regarding use of the rights-of-way. The Franchisee's obligations and the County's rights under that Section include, but are not limited to, the following:

(a) Use of Public and Private Property; Generally.

(1) The Cable System shall be constructed, operated and repaired so as to cause minimum interference with the rights and reasonable convenience of property owners (including the County) and users of the right-of-way and other public property. The County may from time to time issue reasonable rules, regulations and permit requirements concerning the construction, operation and repair of the Cable System as appropriate to ensure compliance with this Section 19. Applications for work permits shall be presented to the County's Property Services Division which may require copies of plans, blueprints, cross-sections, or

further detailing of work to be done. Any work done, whether by Franchisee, its contractors, or third parties will include necessary paving, patching, grading, and any other reasonably necessary repair or restoration to the County rights-of-way. All work shall be done to the satisfaction of the County's Director of Public Works.

(2) All equipment, lines, and appurtenances which are used in the operation, maintenance, repair or construction of the Franchisee's system, except for those pieces specifically noted in this Franchise, and which are located within the County's rights-of-way shall be considered to be part of Franchisee's system and shall be the Franchisee's responsibility. All permits for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of the Franchisee, who shall be responsible for all work done under the permit regardless of whether the work is done by the Franchisee, its employees or contractors, or by third parties. Except as contained in Section 18(d), to the extent that permit conditions are more stringent than the provision of this Franchise, the permit conditions shall govern.

(3) Franchisee shall obtain all required permits or easements before commencing any construction, reconstruction, repair, maintenance, or other work or property use. Permits for emergency work shall be obtained as soon as possible, but in no event later than one working day after the work is begun.

(4) All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner and may be subject to the supervision, inspection, approval and direction of the County Engineer. The Franchisee must

comply with all safety requirements, rules, and practices and employ all necessary devices as required by applicable law and permits during construction, operation and repair of its Cable System. By way of illustration and not limitation, the Franchisee must comply with the then current edition of the County Road Standards, National Electric Code published by the National Fire Protection Association (currently ANSI/NFPA 70-1990, and replaced by subsequently adopted additions); National Electrical Safety Code published by the Institute of Electrical and Electronics Engineers, Inc. (currently ANSI C2-1990 and replaced by subsequently adopted additions); and Occupational Safety and Health Administration (OSHA) Safety and Health Standards. In addition, all work shall be performed in accordance with the National Cable Television Association Standards of Good Engineering Practices and the Franchisee's Construction Procedures Manual, except to the extent the practices described therein are inconsistent with applicable law. All traffic control shall be done in compliance with the then current edition of Manual on Uniform Traffic Control Devices, Part VI.

(5) Inspection fees shall be charged and billed monthly in accordance with administrative procedures developed by the County's Department of Public Works.

(b) Use of Poles and Conduits.

(1) Where electrical and telephone utility wiring is installed underground at the time of initial Cable System construction, or when such wiring is subsequently placed underground, all Cable System lines or wiring and

equipment shall also be placed underground on a nondiscriminatory basis with other wire line services at no additional expense to the County or subscribers.

Related Cable System equipment such as pedestals must be placed in accordance with County code requirements and underground utility rules as interpreted by the County Road Engineer. In areas where both electric and telephone utility wiring is aerial, the Franchisee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(2) The Franchisee shall utilize existing poles and conduit wherever possible.

(3) The Franchise does not grant, give or convey to the Franchisee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the County or any other person without their permission. Copies of agreements for use of poles, conduits or other utility facilities must be provided upon request by the Cable Office upon demonstrated need and subject to protecting Franchisee's proprietary information from disclosure to third parties.

(4) In any case where the Franchisee is or has been authorized to erect a pole, the Franchisee shall extend the right to use its poles upon reasonable terms and conditions to other persons having a franchise or permit to maintain lines and facilities upon the same road or right of way (a "franchise holder"). The County shall have the right to install and maintain free of charge upon the poles owned by the Franchisee any facilities that do not unreasonably interfere with the

Franchisee's Cable System.

(c) Repair and Restoration of Property.

(1) The Franchisee shall protect public and private property from damage. If damage occurs, the Franchisee shall promptly notify the property owner.

(2) If public or private property is disturbed or damaged, the Franchisee shall restore the property to its former condition including necessary paving, patching, grading and other necessary repair or restoration, normal wear and tear excepted. Public right-of-way or other County property shall be restored to its former condition, normal wear and tear excepted, in a manner and within a time approved by the County Road Engineer or custodial agency. If restoration of public right-of-way or other County property is not satisfactorily performed within a reasonable time, the County Road Engineer or custodial agency may, after prior notice to the Franchisee, or without notice where the disturbance or damage may create a risk to public health or safety, or cause delay or added expense to a public project or activity, cause the repairs to be made at the Franchisee's expense and recover the cost of those repairs from the Franchisee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Franchisee shall pay the County. Consistent with Section 11(a), if suit is brought upon Franchisee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of the County, then the Franchisee shall pay all of the County's actual costs resulting from the non-payment, including

interest from the date the bill was presented, disbursements, attorney's fees and litigation-related costs. Private property must be restored promptly, considering the nature of the work that must be performed.

(3) Within thirty (30) calendar days of the effective date of the Franchise and prior to commencing any construction or upgrade, Franchisee shall provide a restoration bond in the amount set by the County Road Engineer. As construction of the initial or upgraded cable system is completed, the amount of the bond may be reduced and/or released by the County. The bond required by this Section 19 shall be governed by the requirements of K.C.C. Section 14.44.080.

(4) The County may require an additional restoration bond, pursuant to K.C.C. §14.44.080, to be posted by Franchisee prior to any construction, operation or repair in the County's right-of-way occurring subsequent to the completion of the initial construction or upgrade of the Cable Systems, in a reasonable amount and upon such terms as determined by the County Road Engineer. The Franchisee may obtain one bond to meet the requirements of both Section 19(c)(3) and Section 19(c)(4) if the combined bond meets the requirements and has the approval of both the County's Property Services Division and the Director of Public Works.

(5) Prior to entering onto private property to construct, operate or repair its Cable System, Franchisee shall give the person residing on or using the property adequate notice that it intends to work on the property, a description of

the work it intends to perform and a name and phone number the person can call to protest or seek modification of the work. Work shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners, residents and users.

(d) Movement of Cable System For and By County. The County may remove, replace, modify or disconnect Franchisee's facilities and equipment located in the public right-of-way or on any other County property in the case of fire, disaster, or other emergency, or when a County project or activity makes the removal, replacement, modification or disconnection necessary or less expensive for the County. Except during an emergency, the County shall attempt to provide reasonable notice to Franchisee prior to taking such action and shall, when feasible, provide Franchisee with the opportunity to perform such action. Following notice by the County, Franchisee shall remove, replace, modify or disconnect any of its facilities or equipment within any public right-of-way, or on any other County property, except that the County shall provide at least one hundred eighty (180) days written notice of any major capital improvement project which would require the removal, replacement, modification or disconnection of Franchisee's facilities or equipment. If the Franchisee fails to complete this work within the time prescribed and to the County's satisfaction, the County may cause such work to be done and bill the cost of the work to the Franchisee. Within thirty (30) days of receipt of an itemized list of those costs, the Franchisee shall pay the County. Notwithstanding the provisions of Section 2.(n), the County, its officials,

officers employees and agents shall not be liable to the Franchisee for any damage caused as a result of action taken under this Section 19(d).

(e) Movement for Other Franchise Holders. If any removal, replacement, modification or disconnection is required to accommodate the construction, operation, or repair of the facilities or equipment of another franchise holder, Franchisee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. The parties shall determine how costs associated with the removal, relaying or relocation shall be allocated.

(f) Movement for Other Permittees. At the request of any person holding a valid oversize load or similar permit and upon reasonable advance notice, Franchisee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes, including standby time, must be paid by the permit holder, and Franchisee may require a reasonable deposit of the estimated payment in advance.

(g) Tree Trimming and Excavation. The Franchisee shall have the authority to trim trees that overhang a public right-of-way of the County so as to prevent the branches of such trees from coming in contact with its Cable System, in accordance with applicable County Codes and regulations. At the option of the County, such trimming to the extent reasonable to satisfy the purpose of Section 19(g) may be done at Franchisee's expense by the County or under its direct supervision.

(h) Decisions of County Road Engineer. Whenever the decision, requirement or approval is by this Agreement to be a determination of the County Road Engineer, that determination shall be conclusive upon the parties hereto, except in that instance where the determination is arbitrary, made in bad faith or to defraud the parties hereto.

(i) Road Vacations. If, at any time, the County vacates any County rights-of-way covered by this limited Franchise, the County shall not be held liable for any damages or loss to the Franchisee by reason of such vacation.

20. Operation and Reporting Provisions.

(a) Books and Records.

(1) The County and its representatives shall have the right to inspect and to have copied any and all books and records of the Franchisee and its affiliates which the County reasonably deems necessary in order to monitor compliance with the terms of the Cable Ordinance, this Agreement, or applicable law. The County may conduct its inspection and copying at any time during normal business hours upon reasonable notice.

(2) The Franchisee shall maintain throughout the franchise term, at a location approved by the County, all records and information necessary to document its compliance with this Agreement, the Cable Ordinance, including those respecting its equal employment opportunity plan and its utilization of minority and women's businesses in its overall public and private business

activities. The County shall have the right, on reasonable prior notice to Franchisee, to inspect and have copied all such records and information on demand. If the books and records are made available at a location other than within the County, the Franchisee must pay all reasonable expenses of the County or its representatives associated with travelling to inspect, audit or copy the books or records.

(3) The County shall have the right to have copied any documents it reasonably requires to carry out its responsibilities under this Agreement or the Cable Ordinance. Franchisee may mark documents the County has copied as "proprietary." The County will notify Franchisee if any third party seeks release of any document so marked and the County will withhold release for the maximum period permitted by law to provide Franchisee the opportunity to seek court protection against release of the requested documents.

(4) To the extent the books and records the County deems relevant are held by the franchisee or its Affiliates, the Franchisee is responsible for collecting those books and records and producing them at the location specified above.

(5) After the County has carried out its responsibilities which involve any copied records of the Franchisee, it shall, at Franchisee's option, either destroy such copies or return them to Franchisee to the extent permitted by law.

(b) Reports. The Franchisee shall provide the reports specified below, and such other reports as may be required.

(1) Within three (3) months of the close of its fiscal year, the Franchisee shall provide the Cable Office with the following:

(i) A company annual report certified by a corporate officer.

(ii) A copy of updated maps depicting the location of all cable plant. On these maps, one (1) inch shall represent no more than 800'. These maps shall be accompanied by a digital copy in a standard format and medium agreed upon by the County and the Franchisee. The maps must include at least two tick marks representing Public Land Survey System section corners.

(iii) A report detailing whether each applicable customer service standard as defined by FCC Rules, Cable Ordinance, and required by the Franchise were met. For each standard not met, the report will explain the cause, and corrections taken for each.

(iv) An estimate of the number of disabled, elderly and low income subscribers receiving any rate discounts, and the amount of the discounts.

(2) Within one (1) month of the end of each quarter, which shall end on March 31, June 30, September 30, and December 31 of every year, the Franchisee shall provide the Cable Office with the following information:

(i) A statement, in a form specified by the County showing the number of subscribers served in the entire system and in the franchise area; and the number of channels on the basic tier, on the expanded tier, and from satellite; and any annexations or incorporations that occurred since the previous

reporting period. In addition, the statement shall separately list revenues for each source of revenue which is included within the definition of gross revenues in the County Cable Ordinance.

(ii) A quarterly report summarizing Cable System outages in the County franchise area. An outage includes any loss of one or more video or audio channels that affects the lesser of 10% of the subscribers on a single fiber optic node or 50 or more subscribers on the same distribution line simultaneously, but does not include instances where the sound or video is lost prior to its receipt by the Cable System.

(iii) For each month during the quarter, a subscriber bill showing all categories used by the system but with zero dollar amounts will be addressed to the County Cable Office, together with copies of all other information, offers and notices sent to subscribers as a group.

(3) Franchisee shall provide the Cable Office the following:

(i) A statement of the resolution of complaints referred to it by the Cable Office. Notwithstanding any provision of the Cable Ordinance that could be read to require a more formal response, such notice shall be by telephone unless the Cable Office requests written notice, and shall be given as soon as practicable.

(ii) Franchisee shall provide all reports as required under Section 13 of this Franchise Agreement.

(iii) Franchisee shall provide the Cable Office with reasonable

notice via facsimile or telephone within four (4) hours of any unanticipated or unplanned complete or partial loss of service affecting 500 or more subscribers on the same distribution line or fiber node within the County's franchise area, including their date, time, cause, location by street, and expected time of repair. As soon as possible after completion of the repair work, the Franchisee shall notify the Cable Office of the actual date and time of completion of the repair.

(iv) Franchisee shall provide the Cable Office within a 24-hour period advance notice of any planned outages affecting 500 or more subscribers on the same distribution line or fiber node within the County's franchise area.

(c) Books and Records Must Be Maintained. Franchisee must maintain a complete set of books and records available for inspection, audit and copying by the County for purposes of ascertaining compliance with requirements of this Agreement and applicable law and regulations. Books and records must be retained for a period of at least five years. The County shall conduct inspections and audits no more frequently than annually unless the County has reasonable cause to believe the Franchisee is in material violation of this Agreement or the Cable Ordinance. The Franchisee shall be given reasonable notice prior to any inspection, audit or copying of books and records; the inspection shall be conducted during normal business hours. The books and records must either be made available in the County at a local office of the Cable Systems, or the Franchisee must pay all reasonable expenses of the County or its representatives associated with travelling to inspect, audit or copy the books or records. Nothing

in this Section 20 waives FCC open records provisions.

(d) Retention of Records; Relation to Privacy Rights. The Franchisee shall take all steps required, if any, to ensure that it is able to provide the County all information which must be provided or may be requested under the Cable Ordinance or this Agreement, including by providing appropriate subscriber privacy notices. Nothing in this Section 20 shall be read to require the Franchisee to violate 47 U.S.C. § 551. The Franchisee shall be responsible for blacking out any data that federal law prevents it from providing to the County.

(e) Charges for Inspection, Audits or Tests. In addition to any expenses the Franchisee must bear under Section 20(c), if an inspection, audit or test determines that Franchisee has not materially complied with applicable FCC technical standards, the Franchisee shall reimburse the County for all reasonable costs including expert fees arising from the inspection, audit or test. In addition, if it is determined that Franchisee has underpaid amounts due the County by more than four percent (4%) of the amount owing, or the Franchisee has not materially complied with FCC technical standards, the County shall have the right to conduct additional inspections, audits or tests, and to charge all costs arising from these inspections, audits or tests to the Franchisee until it is determined that the Franchisee is in full compliance. These charges are incidental to the enforcement of the Franchise; they do not limit any right the County may have to exercise any other remedy. To the extent this paragraph conflicts with the County Cable Ordinance, this paragraph will prevail.

21. Remedies.

(a) Rights of County. In addition to exercising any of the other remedies provided in this Agreement, or the remedies available under applicable law, the County may revoke the Franchise and void the Franchise Agreement if:

(1) Franchisee attempts to or does practice any fraud or deceit in its conduct or relations under this Franchise Agreement or in the process of being granted the rights, authority, power, privileges and permission herein; or

(2) Franchisee attempts deliberately to evade any material provision of this Franchise Agreement, the Cable Ordinance or the Cable Rules; or

(3) Franchisee fails to correct any material breach of this Agreement, the Cable Ordinance or the Cable Rules after notice and opportunity to cure; or

(4) Franchisee repeatedly violates this Agreement, the Cable Ordinance, or the Cable Rules regardless of whether any single provision violated is deemed immaterial; or

(5) Franchisee abandons its Franchise.

Without limitation, the failure of Franchisee to comply with the deadlines established herein, its failure to provide or maintain the required reports and records or its failure to comply with applicable law shall be deemed a material violation of this Franchise Agreement.

(b) Rights of Franchisee. Notwithstanding any provision of the Cable Ordinance to the contrary that could be read to limit the Franchisee's rights, before

the County revokes the Franchise, it shall:

- (1) Provide notice to the Franchisee of the violation;
- (2) Permit the Franchisee to request an opportunity to be heard on

the issue; and

- (3) If the Franchisee timely requests an opportunity to be heard, allow the Franchisee to appear and present information relevant to determining whether the violation occurred, and the appropriate remedy for the violation, if any.

The parties agree that K.C.C. §6.27A.240 satisfies the requirements of this Section 21.(b).

(c) Procedures Prior to Revocation

(1) Notice of Violation. County shall provide Franchisee with a detailed written notice of any franchise violation upon which it proposes to take revocation action, and a ninety (90) day period within which Franchisee may demonstrate that a violation does not exist or cure the alleged violation.

(2) Default. If Franchisee fails to disprove or cure the violation within ninety (90) days, then County may declare the Franchisee in default, which declaration must be in writing.

(3) Hearing Available to Franchisee. Within fifteen (15) days after receipt of a written declaration of default from the County, Franchisee may request, in writing, a hearing before the County or its agent, in a public proceeding. Such hearing shall be held within forty-five (45) days of the receipt of the request therefor and a decision rendered within thirty (30) days after the conclusion of the

hearing. Any decision shall be in writing and shall be based upon written findings of fact.

(d) Duty to Exhaust Remedies. In the event of any dispute between the Franchisee and the County arising out of this Franchise Agreement, the Cable Ordinance or the Cable Rules, the Franchisee agrees to pursue and exhaust all administrative remedies pursuant to law prior to pursuing any legal or equitable remedy.

(e) Effect of Revocation or Forfeiture. The revocation or forfeiture of the Franchisee's rights under the Franchise shall not affect any of the County's rights under the Franchise or applicable law. The Franchisee shall continue to be bound, for example, by any duties it may have under the Cable Ordinance to continue to provide service.

22. Abandonment.

(a) Effect of Abandonment. If the Franchisee abandons its System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the County, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Franchisee restores service under conditions acceptable to the County or until the Franchise is revoked and a new Franchisee selected by the County is providing service; or obtain an injunction requiring the Franchisee to continue operations. If the County is required to operate or designate another entity to operate the Cable

System, the Franchisee shall reimburse the County or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the Cable System.

(b) What Constitutes Abandonment. The County shall be entitled to exercise its option and obtain any required injunctive relief if:

(1) The Franchisee fails to provide Cable Service in accordance with this Franchise Agreement over a substantial portion of the Franchise Area for ninety-six (96) consecutive hours, unless the County authorizes a longer interruption of service; or

(2) The Franchisee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise Agreement.

23. Exercise of Right to Purchase.

(a) Option to Purchase. The County shall have the option to purchase the Cable System as provided in this Agreement, to the extent consistent with federal law.

(b) Arbitration.

(1) If the County exercises a right to purchase the Cable System pursuant to the Agreement and the parties are unable to agree on a price for the purchase of the system, or the terms and conditions of the sale, the price of the Cable System may be determined by arbitration as set forth below.

(2) The arbitration procedure employed shall be consistent with the

rules and procedures of the American Arbitration Association. The Cable Office and the Franchisee will each select a qualified arbitrator. The two persons selected shall select a third qualified arbitrator, and the three arbitrators will constitute a panel whose decision is binding on the County and the Franchisee. The fees of the arbitrators selected by each party shall be paid by that party, and the fees of the third arbitrator shall be paid one-half each by the County and the Franchisee. The other costs of the proceeding shall be shared equally by the County and the Franchisee.

(3) Notwithstanding the above, nothing shall require the County to submit the matter to arbitration should it purchase the Cable System through an exercise of the right of eminent domain.

(c) Rights Not Waived. The purchase option provided under Section 23.(a) does not waive any rights the Franchisee may have under applicable law.

24. Miscellaneous Provisions.

(a) Governing Law. This Franchise Agreement shall be governed in all respects by the laws of the State of Washington. All actions brought by the Franchisee against the County, whether brought in state or federal court, shall be brought in a court located in King County, Washington, unless prohibited by law.

(b) Force Majeure. The Franchisee shall not be deemed in default with provisions of its Franchise where performance was rendered impossible by war or riots, civil disturbances, labor strikes, floods, or other circumstances beyond the

Franchisee's control, and the Franchise shall not be revoked or the Franchisee penalized for such noncompliance, provided that the Franchisee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its Franchise without unduly endangering the health or safety of the Franchisee's employees or the integrity of its property, or the health or safety of the public, or the integrity of public right-of-way, public property, or private property; and only if the Franchisee has notified the County in writing of the reason for the inability within three (3) business days of the Franchisee's discovery of the reason.

(c) Connections to System; Use of Antennae.

(1) Subscribers shall have the right to attach devices to the Franchisee's System to allow them to retransmit signals or services when authorized by the Franchisee. Subject to reasonable provisions to prevent signal and service theft, subscribers also shall have the right to use their own remote control devices and converters, and other similar equipment and, if possible, the Franchisee shall provide information to consumers which will allow them to adjust such devices so that they may be used with the Franchisee's System.

(2) The Franchisee shall not, as a condition of providing service, require a subscriber or potential subscriber to remove any existing antenna, or disconnect an antenna except at the express direction of the subscriber or potential subscriber, or prohibit or discourage a subscriber from installing an antenna switch, provided that such equipment and installations are consistent with applicable law.

(d) Calculation of Time. Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, the franchisee is directed to file action within ten (10) calendar days, the action must be completed no later than midnight January 11.

(e) Time of Essence; Maintenance of Records of Essence. In determining whether the Franchisee has substantially complied with its Franchise, the parties agree that time is of the essence to this Agreement. As a result, the Franchisee's failure to complete construction, extend service, seek approval of transfers, or provide information in a timely manner may constitute material breaches. The maintenance of records and provision of reports in accordance with the Franchise is also of the essence to this Agreement.

(f) Guarantee. The performance of the Franchisee shall be guaranteed in all respects by TCI Pacific, Inc. A signed guarantee, in a form acceptable to the County shall be filed with the Cable Office prior to the effective date hereof.

(g) Captions. The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

02/13/11
14:17:11
02/13/11

12133

[Signatures on Next Page]

12122
12133

AGREED TO THIS ____ DAY OF _____, 1996.

TELE-VUE SYSTEMS, INC. D/B/A VIACOM CABLE

By: _____

Its: _____

Date: _____

KING COUNTY, WASHINGTON

By: _____

Its: _____

Date: _____

12133

**Attachment I
Institutional Network Sites**

This Attachment lists the locations the Franchisee, as directed by work order pursuant to the Lease Agreement, shall connect to the Institutional Network. The County has the right to reasonably substitute new site addresses prior to Franchisee construction to a site location if the activity at any site in Attachment I is moved to a new site location. Provided however, the total number of sites identified in this Attachment I may not be exceeded.

.....

1/4/96

TCI/VIACOM I-NET Sites - as of 4:45 PM on

Division	SubDivision	Site	Street	City	Zip	Unln	Franchise
Camera/Data Sites			South 348th at SR 99	Federal Way		0	VIACOM S
Camera/Data Sites			1st S. at S 320th	Federal Way		0	VIACOM S
Camera/Data Sites			Coal Creek Pkwy./119th, SE (I-405)			0	VIACOM N
Camera/Data Sites			Meridian Ave., N & N 175th St.			0	TCI N.S
Camera/Data Sites			Military Rd./ S. 188th St.	SeaTac		0	TCI S.S
Camera/Data Sites			South 320th St./SR 99	Federal Way		0	VIACOM S
Camera/Data Sites			1st Ave., S. & South 148th St.	Seattle		0	TCI S.S
Camera/Data Sites			128th S.E. at SE 36th (I-90)			0	VIACOM N
Camera/Data Sites			150th S.E. at SE 38th (I-90)			0	VIACOM N
County Libraries		Alpona Pacific Library	255 Ellingson Rd	Pacific	98047	0	TCI
County Libraries		Bellevue Regional Library	1111 110th Ave. NE	Bellevue	98004	0	VIACOM N
County Libraries		Black Diamond Library	24301 Roberts Dr.	Black Diamond	98010	0	TCI
County Libraries		Bothell Library	9654 N.E. 182nd	Bothell	98011	0	VIACOM N
County Libraries		Boulevard Park Library	12015 Roseberg Ave. S	Seattle	98188	-1	TCI
County Libraries		Burien Library	14700 6th SW	Burien	98186	0	TCI
County Libraries		Carnation Library	4804 Tolt Ave.	Carnation	98014	0	TCI (API)
County Libraries		Covington Library	27100 164th SE	Covington	98042	-1	TCI AUBU*
County Libraries		Des Moines Library	21620 11th Ave. S	Des Moines	98198	0	TCI
County Libraries		Duvall Library	15619 NE Main St	Duvall	98019	0	VIACOM/SU
County Libraries		Fairwood Library	17009 140th Ave. SE	Renton	98058	-1	TCI
County Libraries		Fall City Library	33415 42 Pl., SE	Fall City	98024	-1	TCI/ALL PT
County Libraries		Federal Way Branch Library	846 S. 320th St.	Federal Way	98003	0	VIACOM S
County Libraries		Federal Way Regional Library	34200 1st Way S	Federal Way	98003	0	VIACOM S
County Libraries		Foster Library	4205 S. 142nd	Tukwile	98188	0	TCI
County Libraries		Issaquah Library	120 E. Sunset Way	Issaquah	98027	0	TCI/ALL PT
County Libraries		Kenmore Library	18138 73rd NE	Bothell	98011	-1	TCI
County Libraries		Kent Regional Library	212 N 2nd Ave.	Kent	98032	0	TCI
County Libraries		King County Library System	300 8th Ave. N	Seattle	98109	0	VIACOM N
County Libraries		Kingsgate Library	12315 NE 143rd St	Kirkland	98034	-1	VIACOM N
County Libraries		Lake Forest Park Library	17171 Bothell Way NE	Lake Forest Pa	98155	0	VIACOM N

Division	SubDivision	Site	Street	City	Zip	UnIn	Franchisee
County Libraries		Lake Hills Library	15228 Lake Hills Blvd.	Bellevue	98007	0	VIACOM N
County Libraries		Maple Valley Library	23730 Maple Valley Hwy	Maple Valley	98038	-1	TCI
County Libraries		Mercer Island Library	4400 88th SE	Mercer Island	98040	0	VIACOM
County Libraries		Muckleshoot Library	38811 172nd Ave. SE	Auburn	98092	-1	TCI
County Libraries		Newport Way Library	14250 S.E. Newport Way	Bellevue	98006	-1	VIACOM N
County Libraries		North Bend Library	115 E 4th St	North Bend	98045	0	TCI
County Libraries		Redmond Library	15810 N.E. 85th	Redmond	98052	0	VIACOM N
County Libraries		Shoreline Library	345 N.E. 175th	Shoreline	98155	0	TCI
County Libraries		Skykomish Library	100 5th SE	Skykomish	98288	0	TCI7 (none)
County Libraries		Skyway Library	7614 S. 126th	Seattle	98178	-1	TCI
County Libraries		Snoqualmie Library	218 River St.	Snoqualmie	98065	0	TCI
County Libraries		Tukwila Library	14475 59th Ave. S	Tukwila	98168	0	TCI
County Libraries		Valley View Library	17850 Military Rd. S	SeaTac	98188	0	TCI
County Libraries		Vashon Library	17210 Vashon Hwy. SW	Vashon Island	98070	-1	VIACOM S
County Libraries		White Center Library	11220 16th Ave. SW	Seattle	98146	-1	TCI
County Libraries		Woodinville Library	17105 Avondale Rd NE	Woodinville	98072	-1	VIA-N/SUM*
County Owned/Leased		Bank of California	910 4th Ave.	Seattle	98104	0	TCI DTWN
County Owned/Leased		Central Building	802 3rd Ave.	Seattle	98104	0	TCI DTWN
County Owned/Leased		Department of Youth Services	1211 East Alder St.	Seattle	98122	0	VIACOM N
County Owned/Leased		Dept. of Development & Environmental Svc	3600 136th Pl SE	Bellevue	98004	0	VIACOM N
County Owned/Leased		Eastside Animal Shelter	821 164th Ave., SE	Bellevue	98008	0	VIACOM N
County Owned/Leased		Harborview Hospital	325 9th Ave.	Seattle	98104	0	VIACOM N
County Owned/Leased		Kent Animal Shelter	21615 64th Ave., S	Kent	98032	0	TCI
County Owned/Leased		Key Tower Center (Gateway Tower)	700 5th St.	Seattle	98104	0	TCI DTWN
County Owned/Leased		King County Administration Bldg.	500 4th Ave.	Seattle	98104	0	TCI DTWN
County Owned/Leased		King County Airport - Boeing Field	7233 Perimeter Rd.	Seattle	98109	0	TCI
County Owned/Leased		King County Assessor - Bellevue	475 112th Ave., SE	Bellevue	98004	0	VIACOM N
County Owned/Leased		King County Correctional Facility	500 5th Ave.	Seattle	98104	0	TCI DTWN
County Owned/Leased		King County Courthouse	516 3rd Ave.	Seattle	98104	0	TCI DTWN
County Owned/Leased		King County Stadium (Kingdome)	201 S. King St.	Seattle	98104	0	TCI DTWN

12133

Division	SubDivision	Site	Street	City	Zip	UnIn	Franchise
County Owned/Leased		New Jail Site - Bellevue		Bellevue		0	VIACOM N
County Owned/Leased		Parks Division - Luther Burbank Pk.	2040 84th Ave., SE	Mercer Island	98040	0	VIACOM N
County Owned/Leased		Police Precinct #2	18118 73rd Ave. NE	Bothell	98011	0	VIACOM N
County Owned/Leased		Police Precinct #3	22300 S.E. 231st St.	Maple Valley	98038	0	TCI
County Owned/Leased		Police Precinct #4	14905 6th Ave. SW	Burien	98166	0	TCI
County Owned/Leased		Police Precinct #5	34004 9th Ave., S	Federal Way	98003	0	VIACOM S
County Owned/Leased		Prfontaine Building	110 Prfontaine Pl. S	Seattle	98104	0	TCI DTWN
County Owned/Leased		Public Works / Renton	155 Monroe Ave., NE	Renton	98056	0	TCI
County Owned/Leased		Regional Justice Center	James St. & 4th Ave., N	Kent	98032	0	TCI
County Owned/Leased		Smith Tower	506 2nd Ave.	Seattle	98104	0	TCI DTWN
County Owned/Leased		Yesler Building	400 Yesler Way	Seattle	98104	0	TCI DTWN
County Owned/Leased	Prosecutor Offices	Columbia Center	700 4th Ave	Seattle	98104	0	TCI DTWN
County Owned/Leased	Remote Location	Department of Youth Services Auburn	#2, First SE	Auburn	98002	0	TCI
County Owned/Leased	Remote Location	Department of Youth Services Bellevue	11101 NE 8th St	Bellevue	98004	0	VIACOM N
County Owned/Leased	Remote Location	Department of Youth Services Burien	15111 8th Ave SW	Burien	98166	0	TCI S
County Owned/Leased	Remote Location	Department of Youth Services Renton	451 SW 10th St	Renton	98055	0	TCI
County Owned/Leased	Remote Location	Department of Youth Svcs North Seattle	1833 N 105th St	Seattle	98133	0	TCI
District Courts		Aukeen District Court	1210 South Central	Kent	98032	0	TCI
District Courts		Bellevue District Court	585 112th Ave., SE	Bellevue	98004	0	VIACOM N
District Courts		Federal Way District Court	33506 10th Pl., S	Federal Way	98003	0	VIACOM S
District Courts		Issaquah District Court	640 N.W. Gilman Blvd.	Issaquah	98027	0	VIACOM N
District Courts		Mercer Island District Court	9611 S.E. 38th St.	Mercer Island	98040	0	VIACOM S
District Courts		Renton District Court	3407 N.E. 2nd St.	Renton	98056	0	TCI
District Courts		Shoreline District Court	18110 Midvale Ave., N	Shoreline	98133	0	TCI
District Courts		Southwest District Court	601 S.W. 149th St.	Burien	98166	0	TCI
District Courts		Vashon District Court	19021 SW 99th	Vashon	98070	0	VIACOM S
District Courts	Probation Branch	Kent District Court	1210 S Central	Kent	98033	0	TCI S
District Courts	Probation Branch	Redmond District Court	15920 NE 85th St	Redmond	98052	0	VIACOM N
Harborview Medical Clinics		AIDS Clinic, A.C.T.U. Clinic	1001 Broadway	Seattle	98122	0	VIACOM N*
Harborview Medical Clinics		Airfrt NW	6987 Perimeter Rd. S	Seattle	98108	0	TCI

Division	SubDivision	Site	Street	City	Zip	Unln	Franchise
Harborview Medical Clinics		Cascade	1016 Jefferson	Seattle	98104	0	TCI
Harborview Medical Clinics		Injury Prevention, Finance, Mark. & Plan	633 Yesler	Seattle	98104	0	TCI
Harborview Medical Clinics		Medic 1/Airlift	509 9th	Seattle	98104	0	TCI
Harborview Medical Clinics		Millionaire Club	2515 Western	Seattle	98121	0	TCI
Harborview Medical Clinics		MITI	1910 Fairview East	Seattle	98102	0	VIACOM N*
Harborview Medical Clinics		N.W. UPID	1203 James	Seattle	98104	0	TCI
Harborview Medical Clinics		Pioneer Square Clinic	206 3rd S	Seattle	98104	0	TCI
Harborview Medical Clinics		Purchasing	4101 1st Ave S	Seattle	98134	0	TCI
Harborview Medical Clinics		Sexual Assault Center	1401 E. Jefferson	Seattle	98122	0	VIACOM N*
Harborview Medical Clinics		Vocational Services	914 E. Jefferson	Seattle	98122	0	VIACOM N*
Health Department Clinics		AIDS Prevention Unit	2124 4th Ave.	Seattle	98121	0	VIACOM N*
Health Department Clinics		Columbia Health Center	4400 37th Ave., S	Seattle	98118	-1	VIACOM N*
Health Department Clinics		Dental Health Services	1404 South Central Ave.	Kent	98032	0	TCI
Health Department Clinics		Downtown District Health Center	2124 4th Ave.	Seattle	98121	-1	VIACOM N*
Health Department Clinics		Eastgate Public Health Center	14350 S.E. Eastgate Way	Bellevue	98007	-1	VIACOM N*
Health Department Clinics		Federal Way Health Clinic	33431 13th Pl., S	Federal Way	98003	-1	VIACOM S
Health Department Clinics		Health Dept. Lab and Bureau of Vital St.	Public Safety Building - 610 3rd	Seattle	98104	0	TCI DWTN
Health Department Clinics		North District Health Center	10501 Meridian Ave., N	Seattle	98133	-1	TCI
Health Department Clinics		Northshore Public Health Clinic	10808 N.E. 145th St.	Bothell	98011	-1	VIACOM N*
Health Department Clinics		Northwest Family Center	1001 Broadway	Seattle	98122	-1	VIACOM N*
Health Department Clinics		South Public Health Center	20 Auburn Ave.	Auburn	98002	-1	VIACOM S
Health Department Clinics		Southeast Public Health Center	3001 N.E. 4th St.	Renton	98056	-1	TCI
Health Department Clinics		Southwest Public Health Center	10821 9th Ave., SW	Seattle	98146	-1	TCI
Health Department Clinics	Alcohol & Substance	Alcohol and Drug Detox. Program	1421 Minor	Seattle	98101	0	TCI
Health Department Clinics	Alcohol & Substance	Cedar Hills Treatment Facility	15900 227th Ave., SE	Maple Valley	98039	0	TCI AUBURN
Health Department Clinics	Alcohol & Substance	North Rehabilitation Center	2002 NE 150th St.	Seattle	98155	-1	TCI
K-12 Schools in King County	Auburn School District	Hazelwood Elementary School	11815 SE 304th St	Auburn	98092	-1	VIACOM S
K-12 Schools in King County	Auburn School District	Lake View Elementary School	16401 SE 318th	Auburn	98092	-1	TCI AUBU*
K-12 Schools in King County	Auburn School District	Lea Hill Elementary School	30908 124th Ave SE	Auburn	98092	-1	VIACOM S
K-12 Schools in King County	Auburn School District	Rainier Middle School	30820 116th Ave SE	Auburn	98092	-1	VIACOM S

12133

Division	SubDivision	Site	Street	City	Zip	Unln	Franchise
K-12 Schools in King County	Bellevue School District	Eastgate Elementary	42551 153rd Ave. SE	Bellevue	98006	-1	VIACOM N*
K-12 Schools in King County	Enumclaw School District	Westwood Elementary	21200 S.E. 416th	Enumclaw	98022	-1	TCI
K-12 Schools in King County	Federal Way Sch. District	Camelot Elementary	4041 S. 298th St.	Auburn	98001	-1	VIACOM S*
K-12 Schools in King County	Federal Way Sch. District	Kilo Jr. High	4400 S. 308th	Auburn	98001	-1	TCI
K-12 Schools in King County	Federal Way Sch. District	Lake Dolloff Elementary	4200 S. 308th St.	Auburn	98001	-1	TCI
K-12 Schools in King County	Federal Way Sch. District	Lakeland Elementary	35675 32nd Ave S	Auburn	98001	-1	VIACOM S*
K-12 Schools in King County	Federal Way Sch. District	Meredith Hill Elementary	5830 S 300th St	Auburn	98001	-1	VIACOM S
K-12 Schools in King County	Federal Way Sch. District	Rainier View Elementary	3015 S 368th St	Federal Way	98003	-1	VIACOM S
K-12 Schools in King County	Federal Way Sch. District	Thomas Jefferson Senior High	4248 S. 288th	Auburn	98001	-1	TCI
K-12 Schools in King County	Federal Way Sch. District	Valhalla Elementary	27847 42nd Ave. S	Auburn	98001	-1	TCI
K-12 Schools in King County	Federal Way Sch. District	Woodmont Elementary	26454 - 16th Ave. S	Kent	98032	-1	TCI
K-12 Schools in King County	Highline School District	Beverly Park Elementary	1201 S. 104th St.	Seattle	98168	-1	TCI
K-12 Schools in King County	Highline School District	Cascade Middle School	11212 10th Ave. SW	Seattle	98146	-1	TCI
K-12 Schools in King County	Highline School District	Evergreen High School	830 S.W. 116 St.	Seattle	98148	-1	TCI
K-12 Schools in King County	Highline School District	Hilltop Elementary	12250 24th Ave. S	Seattle	98168	-1	TCI
K-12 Schools in King County	Highline School District	Mcunt View Elementary	10811 12th Ave. SW	Seattle	98146	-1	TCI
K-12 Schools in King County	Highline School District	North Hill Elementary	19835 8th Ave. S	Seattle	98148	-1	TCI
K-12 Schools in King County	Highline School District	Salmon Creek Elementary	614 S.W. 120th St.	Seattle	98146	-1	TCI
K-12 Schools in King County	Highline School District	Satellite Alternative High School	440 S. 186th Street	Seattle	98148	-1	TCI
K-12 Schools in King County	Highline School District	Southern Heights Elementary	11249 14th Ave S	Seattle	98168	-1	TCI
K-12 Schools in King County	Highline School District	White Center Heights Elementary	712 S.W. 102nd St.	Seattle	98146	-1	TCI
K-12 Schools in King County	Issaquah School District	Apollo Elementary	15025 S.E. 117th St.	Renton	98059	-1	TCI
K-12 Schools in King County	Issaquah School District	Beaver Lake Middle School	25025 SE 32nd	Issaquah	98029	-1	VIACOM N
K-12 Schools in King County	Issaquah School District	Briarwood Elementary	17020 S.E. 134th St.	Renton	98059	-1	TCI
K-12 Schools in King County	Issaquah School District	Challenger Elementary	25200 Klaharie Blvd.	Issaquah	98029	-1	TCI & ALL*
K-12 Schools in King County	Issaquah School District	Discovery Elementary	2300 228th Ave. SE	Issaquah	98027	-1	TCI & ALL*
K-12 Schools in King County	Issaquah School District	Echo Glen School	33010 SE 99th St	Snoqualmie	98065	-1	TCI
K-12 Schools in King County	Issaquah School District	Liberty High School	16655 S.E. 136th St.	Renton	98059	-1	TCI
K-12 Schools in King County	Issaquah School District	Maple Hills Elementary	15844 204th Ave.	Renton	98059	-1	TCI
K-12 Schools in King County	Issaquah School District	Maywood Middle School	14490 168th SE	Renton	98059	-1	TCI

12133

Division	SubDivision	Site	Street	City	Zip	Unln	Frenchlsee
K-12 Schools in King County	Issequeh School District	Pine Lake Middle School	3200 228th Ave. SE	Issequeh	98027	-1	VIACOM N
K-12 Schools in King County	Issequeh School District	Sunny Hills Elementary	23232 Issequeh-Pine Lake Rd.	Issequeh	98027	-1	VIACOM N
K-12 Schools in King County	Issequeh School District	Sunset Elementary	4229 180th Ave. SE	Issequeh	98027	-1	VIACOM N*
K-12 Schools in King County	Kent School District	Carriage Crest Elementary	18235 140th Ave. SE	Renton	98058	-1	TCI
K-12 Schools in King County	Kent School District	Cedar Heights Junior High	19640 SE 272nd St	Kent	98042	-1	TCI AUBU*
K-12 Schools in King County	Kent School District	Cedar Valley Elementary	26500 Timberlane Way SE	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Covington Elementary	17070 S.E. Wax Road	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Crestwood Elementary	25225 180th Ave. SE	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Fairwood Elementary	16600 148th Ave. SE	Renton	98058	-1	TCI
K-12 Schools in King County	Kent School District	Grass Lake Elementary	28700 191st Pl SE	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Jenkins Creek Elementary	26915 186th Ave. SE	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Kentridge High School	12430 S.E. 208th St	Kent	98031	-1	TCI
K-12 Schools in King County	Kent School District	Kentwood High School	25800 164th Ave SE	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Lake Youngs Elementary	19660 142nd Ave. SE	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Mattson Jr. High School	16400 S.E. 251st St	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Meadow Ridge Elementary	27710 108th Ave SE	Kent	98031	-1	TCI AUBU*
K-12 Schools in King County	Kent School District	Meeker Jr. High School	12600 S.E. 192nd St	Renton	98058	-1	TCI
K-12 Schools in King County	Kent School District	Meridian Jr. High School	23480 120th Ave SE	Kent	98031	-1	TCI
K-12 Schools in King County	Kent School District	Northwood Junior High	17007 SE 184th St	Renton	98058	-1	TCI SOUTH
K-12 Schools in King County	Kent School District	Panther Lake Elementary	20831 108th Ave SE	Kent	98031	-1	TCI
K-12 Schools in King County	Kent School District	Park Orchard Elementary	11010 S.E. 232nd St	Kent	98031	-1	TCI
K-12 Schools in King County	Kent School District	Ridgewood Elementary	18030 162nd Pl SE	Renton	98058	-1	TCI
K-12 Schools in King County	Kent School District	Sawyer Woods Elementary	31135 228th Ave SE	Kent	98042	-1	TCI AUBU*
K-12 Schools in King County	Kent School District	Soos Creek Elementary	12651 S.E. 218th Place	Kent	98031	-1	TCI
K-12 Schools in King County	Kent School District	Sunrise Elementary	22300 132nd Ave. SE	Kent	98042	-1	TCI
K-12 Schools in King County	Lake Washington District	Alcott, Louisa May Elementary School	4213 228th Ave NE	Redmond	98053	-1	VIA-N/SUM
K-12 Schools in King County	Lake Washington District	Dickinson, Emily Elementary	7300 208th Ave NE	Redmond	98053	-1	VIA-N/SUM
K-12 Schools in King County	Lake Washington District	Eastlake High School	400 228th Ave NE	Redmond	98053	-1	VIA-N/SUM
K-12 Schools in King County	Lake Washington District	Evergreen Jr. High School	6900 208th Ave NE	Redmond	98053	-1	VIA-N/SUM
K-12 Schools in King County	Lake Washington District	Finn Hill Jr. High School	8040 N.E. 132nd St	Kirkland	98034	-1	VIACOM N

12133

12133

TCI/VIACOM I-NET Sites - as of 4:45 PM on

1/4/96

Division	SubDivision	Site	Street	City	Zip	Unln	Franchise
K-12 Schools in King County	Lake Washington District	Frost, Robert Elementary	11801 NE 140th	Kirkland	98034	-1	VIACOM N
K-12 Schools in King County	Lake Washington District	Inglewood Jr. High	24120 N.E. 8th St.	Redmond	98053	-1	VIA-N/SUM*
K-12 Schools in King County	Lake Washington District	Kamiakin Jr. High	14111 132nd Ave NE	Kirkland	98034	-1	VIACOM N*
K-12 Schools in King County	Lake Washington District	Keller, Helen Elementary	13820 108th Ave NE	Kirkland	98034	-1	VIACOM N*
K-12 Schools in King County	Lake Washington District	McAuliffe, Christe Elementary	23823 N.E. 22nd St	Redmond	98053	-1	VIA-N/SUM*
K-12 Schools in King County	Lake Washington District	Mead, Margaret Elementary	1725 216th Ave NE	Redmond	98053	-1	VIA-N/SUM*
K-12 Schools in King County	Lake Washington District	Muir, John Elementary	14012 132nd Ave NE	Kirkland	98034	-1	VIACOM N*
K-12 Schools in King County	Lake Washington District	Sandburg, Carl Elementary	12801 84th Ave NE	Kirkland	98034	-1	VIACOM N*
K-12 Schools in King County	Lake Washington District	Smith, Samantha Elementary	23305 N.E. 14th	Redmond	98053	-1	VIA-N/SUM*
K-12 Schools in King County	Lake Washington District	Thoreau, Henry David Elementary	8224 N.E. 138th	Kirkland	98034	-1	VIACOM N*
K-12 Schools in King County	Lake Washington District	Wilder, Laura Ingalls Elementary	22130 N.E. 133rd St	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	Arrowhead Elementary	14925 67th Ave. NE	Bothell	98011	-1	VIACOM N*
K-12 Schools in King County	Northshore Sch. District	Bear Creek Elementary	18101 Avondale Rd. NE	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	Cottage Lake Elementary	15940 Avondale Rd NE	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	East Ridge Elementary	22150 N.E. 156th Pl	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	Hollywood Hill Elementary	17110 148th Ave. NE	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	Inglamor Sr. High	15400 Simonds Rd. NE	Bothell	98011	-1	VIACOM N*
K-12 Schools in King County	Northshore Sch. District	Jr High #6 - open fall 1997	19115 215th Way NE (as of 1/2/96 could c	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	Kernmore Elementary	19121 71st Ave. NE	Bothell	98011	-1	TCI N
K-12 Schools in King County	Northshore Sch. District	Kernmore Jr. High	20323 66th Ave. NE	Bothell	98011	-1	TCI N
K-12 Schools in King County	Northshore Sch. District	Moerlands Elementary	15115 84th Ave. NE	Bothell	98011	-1	VIACOM N*
K-12 Schools in King County	Northshore Sch. District	Northshore Jr. High	12101 N.E. 160th St.	Bothell	98011	-1	VIACOM N*
K-12 Schools in King County	Northshore Sch. District	Sunrise Elementary	14075 172nd Ave. NE	Redmond	98052	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	Woodmoor Elementary	12225 N.E. 160th St	Bothell	98011	-1	VIACOM N
K-12 Schools in King County	Renton School District	Benson Hill Elementary	18665 116th Ave. SE	Renton	98058	-1	TCI
K-12 Schools in King County	Renton School District	Bryn Mawr Elementary	8212 S. 118th St.	Seattle	98178	-1	TCI
K-12 Schools in King County	Renton School District	Campbell Hill Elementary	8418 S. 124th St.	Seattle	98178	-1	TCI
K-12 Schools in King County	Renton School District	Cascade Elementary	16022 116th Ave. SE	Renton	98055	-1	TCI
K-12 Schools in King County	Renton School District	Dirmitt Middle School	12320 80th Ave. S	Seattle	98178	-1	TCI
K-12 Schools in King County	Renton School District	Hazelwood Elementary	8928 116th Ave. SE	Renton	98056	-1	TCI

Division	SubDivision	Site	Street	City	Zip	Unin	Franchisee
K-12 Schools in King County	Renton School District	Lakeridge Elementary	7400 S. 115th St.	Seattle	98178	-1	TCI
K-12 Schools in King County	Renton School District	Lindbergh, Charles A. High School	16426 128th Ave. SE	Renton	98058	-1	TCI
K-12 Schools in King County	Renton School District	Maplewood Heights Elementary	13430 144th Ave. SE	Renton	98056	-1	TCI
K-12 Schools in King County	Renton School District	Renton Alternative High School	7800 S. 132nd St.	Seattle	98178	-1	TCI
K-12 Schools in King County	Renton School District	Renton Park Elementary	16828 128th Ave. SE	Renton	98058	-1	TCI
K-12 Schools in King County	Renton School District	Sierra Heights Elementary	9901 132nd Ave. SE	Renton	98056	-1	TCI
K-12 Schools in King County	Renton School District	Thomson Early Childhood Center	7812 S. 124th St.	Seattle	98178	-1	TCI
K-12 Schools in King County	Riverview School District	Stillwater Elementary	11530 320th Ave. NE	Carnation	98014	-1	VIACOM N
K-12 Schools in King County	Snoqualmie Valley District	Chief Kanim Middle School	32627 S.E. Redmond - Fall City Rd/Box 639	Fall City	98024	-1	VIACOM N*
K-12 Schools in King County	Snoqualmie Valley District	Fall City Elementary	33314 S.E. 42nd/Box 200	Fall City	98024	-1	VIACOM N*
K-12 Schools in King County	Tahoma School District	Cedar River Elementary	22615 Sweeney Road SE	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Glacier Park School/Russell Ridge Center	23700 SE 280th	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Lake Wilderness Elementary	24216 Witte Road SE	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Maple Valley High School/Support Svcs Ct	23015 S.E. 216th Way	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Rock Creek Elementary	25700 Maple Valley-Black Diamond Rd SE	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Shadow Lake Elementary	22620 Sweeney Road SE	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Tahoma Central Services	25720 Maple Valley Black Diamond Rd SE	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Tahoma Jr. High	24425 S.E. 216th Way	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Tahoma Senior High	18200 S.E. 240th	Kent	98042	-1	TCI AUBU*
K-12 Schools in King County	Vashon School District	Chautauque Elementary	9309 SW Cemetery Rd	Vashon	98070	-1	VIACOM S*
K-12 Schools in King County	Vashon School District	McMurray Middle School	9329 S.W. Cemetery Rd	Vashon	98070	-1	VIACOM S*
K-12 Schools in King County	Vashon School District	Vashon Administrative Offices	20414 Vashon Hwy. SW	Vashon	98070	-1	VIACOM S
K-12 Schools in King County	Vashon School District	Vashon Island High School	20120 Vashon Highway SW	Vashon	98070	-1	VIACOM S*
K-12 Schools in King County	Vashon School District	Vashon Kindergarten	9512 S.W. 204 St.	Vashon	98070	-1	VIACOM S*
Manned Fire Dist.Stations/King Dist. 10, Issaquah		Station #222	1851 228th Ave. NE	Redmond	98053	-1	VIA N/SUM
Manned Fire Dist.Stations/King Dist. 10, Issaquah		Station #223	3425 Issaquah - Pine Lake Rd.	Issaquah	98027	-1	VIACOM N
Manned Fire Dist.Stations/King Dist. 10, Issaquah		Station #231	16135 S.E. 113th St.	Renton	98059	-1	TCI
Manned Fire Dist.Stations/King Dist. 11, N. Highline		Station #13	1243 S.W. 112th	Seattle	98146	-1	TCI
Manned Fire Dist.Stations/King Dist. 11, N. Highline		Station #14	1606 S. 128th	Seattle	98168	-1	TCI
Manned Fire Dist.Stations/King Dist. 12, Vashon Is.			10019 S.W. Bank Rd.	Vashon Island	98070	-1	VIACOM S*

12133

12100 *

Division	SubDivision	Site	Street	City	Zip	Unin	Franchise
Manned Fire Dist.Stations/King Dist. 14,	Belleve	-	4216 128th Ave. SE	Belleve	98006	-1	VIACOM N
Manned Fire Dist.Stations/King Dist. 16,	Kenmore	-	18030 73rd Ave. NE	Bothell	98011	-1	TCI
Manned Fire Dist.Stations/King Dist. 20,	Skyway	-	12617 76th Ave. S	Seattle	98178	-1	TCI
Manned Fire Dist.Stations/King Dist. 25,	Renton	-	12923 156th Ave. SE	Renton	98059	-1	TCI
Manned Fire Dist.Stations/King Dist. 27,	Fall City	-	4301 334th Pl. SE	Fall City	98024	-1	TCI NB/AUB
Manned Fire Dist.Stations/King Dist. 34,	Redmond	Station #13	8701 208th Ave NE	Redmond	98052	-1	VIACOM N*
Manned Fire Dist.Stations/King Dist. 34,	Redmond	Station #14	5021 264th Ave. NE	Redmond	98053	-1	VIA N/SUMM
Manned Fire Dist.Stations/King Dist. 34,	Redmond	Station #15	4200 228th Ave. NE	Redmond	98053	-1	VIACOM N*
Manned Fire Dist.Stations/King Dist. 36,	Woodinville	Station #34	12703 N.E. 144th St.	Kirkland	98034	-1	VIA N/SUMM
Manned Fire Dist.Stations/King Dist. 36,	Woodinville	Station #35	17825 Avondale Rd. NE	Woodinville	98072	-1	VIA N/SUMM
Manned Fire Dist.Stations/King Dist. 37,	Kent	-	21006 132nd Ave. SE	Kent	98032	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 39,	Fed. Way	Station #1	3203 S. 360th	Auburn	98001	-1	VIACOM S
Manned Fire Dist.Stations/King Dist. 39,	Fed. Way	Station #4	3700 S. 320th	Auburn	98001	-1	VIACOM S
Manned Fire Dist.Stations/King Dist. 39,	Fed. Way	Station #5	4966 S. 298th	Auburn	98001	-1	VIACOM S
Manned Fire Dist.Stations/King Dist. 39,	Fed. Way	Station #6	27010 15th Ave. S	Kent	98032	-1	TCI S
Manned Fire Dist.Stations/King Dist. 40,	Sp. Glen	Station #41	10810 S.E. 176th St.	Renton	98055	-1	TCI S
Manned Fire Dist.Stations/King Dist. 40,	Sp. Glen	Station #42	14810 S.E. Pertovitsky Rd.	Renton	98058	-1	TCI S
Manned Fire Dist.Stations/King Dist. 41,	Kirkland	Station #25	12033 76th Pl. NE	Kirkland	98034	-1	VIACOM N*
Manned Fire Dist.Stations/King Dist. 41,	Kirkland	Station #27	11210 N.E. 132nd	Kirkland	98034	-1	VIACOM N
Manned Fire Dist.Stations/King Dist. 43,	Maple Valley	Station #81	22225 S.E. 231st St.	Maple Valley	98038	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 44,	Auburn	Station #91	31204 124th Ave. SE	Auburn	98092	-1	VIACOM S
Manned Fire Dist.Stations/King Dist. 44,	Auburn	Station #92	31709 Kent - Black Diamond Rd.	Auburn	98092	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 44,	Auburn	Station #93	18610 S.E. Covington - Sawyer Rd.	Kent	98042	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 44,	Auburn	Station #95	32316 148th Way SE	Auburn	98092	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 46,	Auburn	Station #46	19317 S.E. 384th St.	Auburn	98092	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 46,	Auburn	Station #47	34915 212th SE	Auburn	98002	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 46,	Auburn	Station #48	39404 244th SE	Enumclew	98022	-1	TCI AUBU
METRO Sites		METRO HEADQUARTERS: Exchange Bldg	821 2nd Ave.	Seattle	98104	0	TCI DTWN
METRO Sites	METRO Transit Bases	Atlantic/Central Base	1270 6th Ave.S., Bldg. #2	Seattle	98104	0	TCI
METRO Sites	METRO Transit Bases	East Base/Belleve Base	1975 124th Ave., NE	Belleve	98005	-1	TCI

Division	SubDivision	Site	Street	City	Zip	Unln	Franchise
METRO Sites	METRO Transit Bases	North Base	North 165th Street & Hwy. I-5	Shoreline	98133	-1	VIACOM N
METRO Sites	METRO Transit Bases	Ryerson Base	1220 4th Ave., S	Seattle	98134	-1	VIACOM N
METRO Sites	METRO Transit Bases	South Base	12110 E. Marginal Way	Seattle	98168	-1	TCI
METRO Sites	METRO Transit Center	Bellevue Transit Center	110th Ave., NE & NE 6th St.	Bellevue		0	VIACOM N
METRO Sites	METRO Transit Center	Northgate	103rd Ave., NE & I-5	Seattle	98155	0	TCI N
METRO Sites	Water Pollution Control	Alki Treatment Plant	3380 Beach Dr SW	Seattle	98126	0	TCI S
METRO Sites	Water Pollution Control	Renton Treatment Plant	1200 Monster Rd. SW	Renton	98059	-1	TCI
METRO Sites	Water Pollution Control	Westpoint Treatment Plant	1400 Utah St., W	Seattle	98199	-1	TCI
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Other sites		ANS Internet Connection		Kent		0	TCI
Other sites		Educational Service District	12320 80th Ave., S	Seattle	98178	0	TCI
Other sites		Fire Training Center	3224 4th Ave., S	Seattle	98134	0	TCI
Other sites		Green River Community College	12401 S.E. 320th St.	Auburn	98002	-1	VIACOM S
Other sites		Magnuson Health Sciences Complex, G-130	1705 N.E. Pacific St.	Seattle	98195	0	TCI
Other sites		SCAN Communication Center	1511 3rd Ave., Suite 600	Seattle	98101	0	TCI
Other sites		St. DOT Traffic Systems Management Ctr.	811 Roanoke E	Seattle	98102	0	VIACOM-N
Other sites		WA St. Criminal, Justice Training Comm.	4250 S. 142nd St.	Tukwila	98168	0	TCI
Other sites		Washington State Fire Serv. Training Ctr	50810 SE Grouse Ridge Road	North Bend	98045	0	TCI NB
Public Defender Offices		Associated Counsel for the Accused	820 SW 148th St.	Burlen	98166	0	TCI
Public Defender Offices		Associated Counsel for the Accused	401 Terrace Street	Seattle	98104	0	TCI
Public Defender Offices		Northwest Defenders' Association	157 Yeeler Way, Suite 203	Seattle	98104	0	TCI
Public Defender Offices		Public Defender	810 3rd Ave.	Seattle	98104	0	TCI
Public Defender Offices		Society for Counsel Representing Accused	1401 E. Jefferson, Suite 200	Seattle	98122	0	VIACOM N

12133

TABLE OF CONTENTS

	<u>Page</u>
Appendix A	iv
CABLE TELEVISION FRANCHISE AGREEMENT	1
1. Definitions	2
(a) <u>Cable Ordinance</u>	2
(c) <u>Franchise Agreement</u>	2
(d) <u>Franchisee</u>	2
(e) <u>Books and Records</u>	3
(f) <u>Cable System</u>	3
(g) <u>Construction, Operation or Repair</u>	3
(h) <u>Rights-of-way</u>	3
2. Grant of Authority; Limits and Reservations.	3
(a) <u>Grant of Authority</u>	3
(b) <u>Scope of Franchise</u>	4
(c) <u>Exercise of Authority under Franchise</u>	5
(d) <u>Activities of Affiliates</u>	5
(e) <u>Franchise Not Exclusive</u>	6
(f) <u>Construction of Agreement</u>	6
(g) <u>Relation to Cable Ordinance</u>	6
(h) <u>Relation to Other Provisions of Law</u>	6
(i) <u>Relation to Prior Franchise</u>	7
(j) <u>Effect of Grant</u>	7
(k) <u>Effect of Acceptance</u>	7
(l) <u>Franchisee Bears Its Own Costs</u>	7
(m) <u>No Waiver</u>	8
(n) <u>No Recourse</u>	8
(o) <u>External Costs</u>	8
3. Effect of Changes in Law.	9
(a) <u>Severability</u>	9
(b) <u>Effect of Change in Law</u>	10
4. Transfers.	10
(a) <u>Control</u>	11
(b) <u>Application for Transfer</u>	11
(c) <u>Notice of Transfer</u>	12

	(d) <u>Review of Transfer</u>	12
	(e) <u>Mandatory Conditions</u>	12
	(f) <u>Other Changes in Ownership</u>	13
5.	Franchise Fee	14
	(a) <u>Payment to County</u>	14
	(b) <u>Not in Lieu of Any Other Assessments, Tax or Fee</u>	14
	(c) <u>Payments</u>	14
	(d) <u>No Accord or Satisfaction</u>	15
	(e) <u>Payment on Termination</u>	15
	(f) <u>Limit on Certain Payments</u>	15
	(g) <u>Utility Tax Offset</u>	17
6.	Notices	17
7.	Insurance Requirements	18
	(a) <u>General requirement</u>	18
	(b) <u>Scope of Insurance</u>	18
	(c) <u>Initial Insurance Limits</u>	19
8.	Deductibles and Self-insured Retentions	19
	(a) <u>Endorsements</u>	20
	(b) <u>Acceptability of Insurers</u>	21
	(c) <u>Verification of Coverage</u>	21
9.	Indemnification	21
	(a) <u>Scope of Indemnity</u>	21
	(b) <u>Duty to Give Notice and Tender Defense</u>	23
	(c) <u>Exception to Duty to Tender Defense</u>	23
10.	Security Fund, Performance Bond and Letter of Credit	23
	(a) <u>Amount</u>	23
	(b) <u>Use</u>	24
	(c) <u>Restoration of Fund</u>	24
	(d) <u>Effect of Assessment Exhausting Fund</u>	25
	(e) <u>Return of Fund</u>	25
	(f) <u>Performance Bond</u>	25
	(g) <u>Letter of Credit</u>	26
11.	Liquidated Damages	27
	(a) <u>Amounts</u>	27
	(b) <u>Date of Violation, Notice and Opportunity to Cure</u>	28
	(c) <u>Effect on Duty to Comply</u>	29
	(d) <u>Accrual</u>	29

12.	Relationship of Remedies.	29
	(a) <u>Remedies are Non-exclusive.</u>	29
	(b) <u>No Election of Remedies.</u>	29
13.	Non-discrimination.	30
	(a) <u>No Discrimination.</u>	30
	(b) <u>Equal Employment Plan.</u>	31
	31
	(c) <u>No Discrimination.</u>	31
	(d) <u>Minority and Women's Business Enterprises.</u>	32
	(e) <u>Reporting.</u>	34
14.	Rates.	35
	(a) <u>Rates and Charges Regulated.</u>	35
	(b) <u>Manner of Regulation.</u>	36
	(c) <u>Rate Schedules.</u>	36
	(d) <u>Experimental Services.</u>	36
15.	Customer Service.	37
16.	System Facilities, Equipment and Services.	37
	(a) <u>System Upgrade.</u>	37
	(b) <u>An Open Cable System.</u>	39
	(c) <u>Other System Design Requirements.</u>	39
	(d) <u>Institutional Network</u>	43
	(e) <u>Interim System Upgrade</u>	45
	(g) <u>Full Cable Service to Certain Facilities.</u>	48
	(h) <u>Proof of Performance Tests.</u>	50
	(i) <u>Leased Access Channels</u>	50
	(j) <u>Customer Service Monitoring.</u>	50
	(k) <u>Local Office.</u>	50
	(l) <u>Emergency Broadcasts.</u>	51
	(m) <u>Interconnection.</u>	51
	(n) <u>Uses of System.</u>	52
	(o) <u>Additional Capacity.</u>	52
	(p) <u>Programming.</u>	52
17.	Channels, Facilities, Equipment and Services for Public, Educational and Governmental Use.	52
	(a) <u>Access Channel.</u>	52
	(b) <u>Capital Grant for Access Equipment and Facilities.</u>	60
	(c) <u>Return Feed from Facilities.</u>	62
	(d) <u>Management of Channels.</u>	63
	(e) <u>Program Guide.</u>	63

	(f) <u>Costs and Payments not Franchise Fees.</u>	63
	(g) <u>Editorial Control.</u>	64
	(h) <u>Minority, Ethnic, and Foreign Language Programming Channels.</u>	64
18.	<u>Timing and Planning of Construction; Extension.</u>	64
	(a) <u>Interconnection.</u>	64
	(b) <u>Line Extensions.</u>	65
	(c) <u>Construction of the Institutional Network.</u>	66
	(d) <u>Permit Fees.</u>	67
	(e) <u>Retention of Discretion.</u>	67
19.	<u>Conditions on Use of Rights-of-Way: Specific Practices.</u>	68
	(a) <u>Use of Public and Private Property; Generally.</u>	68
	(b) <u>Use of Poles and Conduits.</u>	70
	(c) <u>Repair and Restoration of Property.</u>	72
	(d) <u>Movement of Cable System For and By County.</u>	74
	(e) <u>Movement for Other Franchise Holders.</u>	75
	(f) <u>Movement for Other Permittees.</u>	75
	(g) <u>Tree Trimming and Excavation.</u>	75
	(h) <u>Decisions of County Road Engineer.</u>	76
	(i) <u>Road Vacations.</u>	76
20.	<u>Operation and Reporting Provisions.</u>	76
	(a) <u>Books and Records</u>	76
	(1)	76
	(b) <u>Reports.</u>	77
	(c) <u>Books and Records Must Be Maintained.</u>	80
	(d) <u>Retention of Records; Relation to Privacy Rights</u>	81
	(e) <u>Charges for Inspection, Audits or Tests.</u>	81
21.	<u>Remedies.</u>	82
	(a) <u>Rights of County.</u>	82
	(b) <u>Rights of Franchisee.</u>	82
	(c) <u>Procedures Prior to Revocation</u>	83
	(1) <u>Notice of Violation.</u>	83
	(2) <u>Default.</u>	83
	(3) <u>Hearing Available to Franchisee.</u>	83
	(d) <u>Duty to Exhaust Remedies.</u>	84
	(e) <u>Effect of Revocation or Forfeiture.</u>	84
22.	<u>Abandonment.</u>	84
	(a) <u>Effect of Abandonment.</u>	84
	(b) <u>What Constitutes Abandonment.</u>	85

23. Exercise of Right to Purchase. 85
 (a) Option to Purchase. 85
 (b) Arbitration. 85
 (c) Rights Not Waived. 86

24. Miscellaneous Provisions. 86
 (a) Governing Law. 86
 (b) Force Majeure 86
 (c) Connections to System; Use of Antennae 87
 (d) Calculation of Time 88
 (e) Time of Essence; Maintenance of Records of Essence 88
 (f) Guarantee. 88
 (g) Captions 88