

**AMENDMENT NO. 1 TO CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN FULTON COUNTY AND INTERMEDIA PARTNERS**

This Amendment No. 1 to Cable Television Franchise Agreement is entered into as of this 18th day of April, 2001 between **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter, "County") and **INTERMEDIA PARTNERS** (hereinafter "InterMedia").

WHEREAS, the County has previously entered into an Agreement with InterMedia dated April 21, 1999 (Exhibit "A", attached hereto and incorporated by reference), pursuant to which the County granted a franchise to construct, reconstruct, operate, and maintain a cable television system to provide cable service within the County for a fifteen (15) year term; and

WHEREAS, InterMedia merged with TCI South Carolina IP-I, LLC, an Affiliate of AT&T Corporation; and

WHEREAS, pursuant to a Resolution of the Board of Commissioners of Fulton County adopted August 18, 1999, the County consented to the transfer of control of the cable television franchise held by InterMedia from InterMedia Capital Management, LLC, to TCI South Carolina IP-I, LLC, an affiliate of AT&T Corporation; and

WHEREAS, MediaOne Group, Inc. merged with AT&T; and

WHEREAS, as result of the mergers, AT&T owns InterMedia and MediaOne Group, Inc.; and

WHEREAS, pursuant to a Resolution of the Board of Commissioners of Fulton County adopted November 17, 1999, the County consented to the transfer of control of the cable television franchise held by MediaOne of Colorado, Inc., from MediaOne Group, Inc. to AT&T Corporation, subject to certain conditions, including amending the InterMedia Franchise Agreement dated April 21, 1999.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties herein agree that the April 21, 1999 Agreement is hereby amended as follows:

1. Section 7.0 shall be amended by adding the following language after the third sentence of the Section:

"The County shall include provisions governing construction schedule and build-out requirements for additional franchises for a cable system taking into consideration the Service Area requirements imposed on existing cable franchise grantees and prescribe a service area and time schedule for build-out such that no grantee is competitively disadvantaged."

2. The following sentence shall be added at the end of Section 9.18.5:

“The term ‘State of the Art’ does not include equipment or facilities associated with public, educational, or governmental access.”

3. The following language shall be inserted immediately after the semicolon in Section 11.2.1(a);

“computer generated messaging shall not count toward this forty-hour per week programming test; and”

4. Section 11.7 shall be deleted in its entirety and a new Section 11.7 shall be inserted to read as follows:

11.7 Capital Costs for PEG Access Facilities and Equipment: Grantee agrees to pay the County the amounts set forth in Sections 11.7.1 and 11.7.1.2 for capital costs for PEG access facilities and equipment. Grantee shall have the right, if it wishes, consistent with applicable law, to collect the required payment through a specific itemized charge on its monthly bills to cable subscriber.

5. Section 11.7.1 shall be deleted in its entirety and a new Section 11.7.1 shall be inserted to read as follows:

11.7.1 Initial PEG Grants: Grantee shall, on or before February 1, 2000, pay to the County Sixty-Four Thousand Eight Hundred Sixty Dollars (\$64,860) for capital costs for PEG facilities and equipment. Grantee shall, on or before February 1, 2001, pay to the County Ninety Thousand Six Hundred Eight Dollars (\$90,680) for capital costs for PEG facilities and equipment.

6. A new Section 11.7.1.2 shall be added to read as follows:

11.7.1.2 Annual Per Subscriber Payments: The amount of the annual per year subscriber payment made by Grantee for capital costs for PEG facilities and equipment during the term of this franchise shall be as follows:

| Year of the Franchise | Amount of Annual Subscriber Payment |
|-----------------------|-------------------------------------|
| 1 | \$3.50 |
| 2 | \$3.50 |
| 3 | \$3.50 |
| 4 | \$3.50 |
| 5 | \$3.50 |
| 6 | \$3.50 |
| 7 | \$3.50 |

| | |
|----|--------|
| 8 | \$3.50 |
| 9 | \$3.50 |
| 10 | \$3.50 |
| 11 | \$3.50 |
| 12 | \$3.50 |
| 13 | \$3.50 |
| 14 | \$3.50 |
| 15 | \$3.50 |

7. Section 11.13.1 shall be amended to read as follows:

11.13.1 **Obligation to Construct Institutional Network:** Grantee shall, within two (2) years of the effective date of the Franchise, complete construction of an institutional network for County use, meeting the description and specifications set forth in Appendix D hereto, which is incorporated herein by reference. Grantee agrees to cooperate in good faith with the County in the planning and prioritization of completion of various segments of the institutional network. Grantee also shall provide a representative to work directly with the County in the planning and prioritization of the institutional network. Grantee shall construct the institutional network at its own expense, subject to the provisions of Section 11.13.3.

8. Section 19.1.3 shall be amended by replacing "\$500" in both locations with "\$10,000".

9. The following sentence shall be inserted after the first sentence in Section 22.7:

"Prior to any changes as a result of a periodic review, the County shall be required to hold at least one public hearing to enable the public and Grantee to comment and present evidence."

10. Appendix D, "Institutional (INET) Requirements", shall be amended to include the attached Exhibit "B" as page two of Appendix D and is incorporated by reference as if set forth fully therein. Exhibit "B" identifies the locations of the institutional network interconnecting points as reference in Section 11.13.1.

11. All provisions of the April ²¹ 1999 Agreement not otherwise specifically modified by this Amendment No. 1 shall remain in full force and effect, and the April 21, 1999 Agreement is incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 under their respective seals on the day and date first above written.

FULTON COUNTY, GEORGIA

Name: Mike Kenn
Mike Kenn, Chairman
Board of Commissioners

ATTEST

Justine Boyd
Justine Boyd
Clerk of the Commission

APPROVED AS TO FORM:

Opertis Hicks Brantley
Opertis Hicks Brantley
County Attorney's Office

APPROVED AS TO CONTENT:

Sandra Lawton
Sandra Lawton, Interim Director
Department of Information Technology

Intermedia Partners, a California Limited Partnership
By: TCI South Carolina IP-I, LLC, its general partner

By: Steve A. White
Steve A. White
Senior Vice President

Seal

Seal

ITEM # 0598, ROOM 5/16/01, A.M. RECESS MEETING