

Section 17. NEW DEVELOPMENTS.

(a) It shall be the policy of the City to amend this franchise upon application of the Company, when necessary to enable the Company to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity more effectively, efficiently or economically to serve its customers.

(b) The Company, upon passage of this ordinance will not decrease the level of their cable TV coverage and will expand it to include but not limited to the following service:

Present Service

6 WRTV/ABC - Indianapolis  
 18 WFLI/CBS - Lafayette  
 4 WTTV/Independent - Bloomington  
 40 WHMB/Independent - Indianapolis  
 8 WISH/CBS - Indianapolis  
 9 WGN/Independent - Chicago, IL  
 20 WFYI/PBS - Indianapolis  
 17 WTBS/Independent - Atlanta, GA  
 13 WTHR/NBC - Indianapolis

Additional Service

ESPN  
 USA  
 CNNI  
 MUSIC TV  
 NASHVILLE NETWORK  
 CABLE HEALTH NETWORK  
 SATELLITE NEWS CHANNEL

Premium Services

WALT DISNEY (new) 20  
 HBO 7

Provided, however, that the additional services set out above shall be on line within 180 days of the passage of this ordinance.

(c) The Company will provide a converter to each subscriber free of charge.

(d) Grantee will not be committed to carriage of any of the above satellite service if they are no longer available via satellite and Grantee reserves the right to change services as technology and availability is developed by the industry. Grantee will continue to carry no less than 18 channels to the basic subscribers.

(e) Grantee reserves the right to pass thru to the subscribers any excessive copyright charges to the Grantee for the receiving and distribution of any distant signals.

Section 18. MISCELLANEOUS PROVISIONS.

(a) When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the City Clerk-Treasurer.

(b) The Company shall assume the cost of publication of this franchise as such publication is required by law. A bill for publication costs shall be presented to the Company by the City Clerk-Treasurer and the Company's filing of acceptance and shall be paid at that time.

(c) The Company shall provide without charge one outlet to each governmental office building, fire station, police station, and public/non-profit private school building and hospitals located within the city limits that is passed by its cable. The distribution of the cable facility inside such buildings and the extent thereof shall be the option, duty and expense of the building owner.

(d) In the case of any emergency or disaster, the Company shall, upon request of the City make available its facilities to the City for emergency use during the emergency or disaster period.

Section 19. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES. The Company shall at all times during the life of this franchise be subject to all lawful exercise of the police power by the City. The City reserves the right to adopt from time to time in addition to the provisions herein contained such ordinances as may be deemed necessary to the exercise of police power. Such regulation shall be reasonable and not destructive to the rights herein granted and not in conflict with the laws of the State or other local laws