

and the Council's own investigation, the Council shall make a decision whether the apparent violation was in fact a willful failure, refusal or neglect to substantially comply with a material provision of the Ordinance. Such decision shall be in writing stating clearly the factual and legal basis for the decision, shall be rendered and made public within thirty (30) days of the meeting, and Grantee shall be provided a copy thereof within two (2) business days after the decision is published. If the Council shall determine that such willful failure, refusal or neglect by the Grantee was not in the public interest and was without just cause, then the Council may, by resolution, declare that the franchise of such Grantee shall be terminated and bond forfeited unless the Grantee shall comply with the Ordinance provision within such period as the Council may fix. If Grantee disagrees with a Council determination as to termination, renewal or extension and chooses not to comply with the material provision at issue, or does comply under protest, then Grantee may pursue any and all equitable or legal means of judicial review. If Grantee seeks judicial relief in the form of judicial stay, injunction or other temporary restraint of the effectiveness of the Council's decisions, both the City and the Council agree not to oppose unnecessarily Grantee's pursuit of such relief. Pending a final disposition of Grantee's judicial review, Grantee shall have the right to continue the business of providing Cable Service to its Subscribers, may receive revenue and profits from such business, and shall in all ways be considered by the City as having a claim of right to continue as the Grantee, provided that Grantee shall continue to comply with the material provisions of the Ordinance which are not in dispute. (Compliance by Grantee with material provisions in dispute shall not be construed as an admission of liability.) In the event, Grantee is ultimately unsuccessful in pursuit of its judicial remedies, or if Grantee is permitted to and does not comply with any final determination, then Grantee shall commence, immediately after a judicial mandate shall be issued and entered on the records of a Court, to solicit buyers for the Cable Television System, and shall use best efforts to sell the System. In the event Grantee is unable to find, after its best efforts, a bona fide buyer who will pay a fair market price for the system, then Grantee shall have the right to shut down and remove any and all of the equipment, property or other facilities making up the Cable Television System in the franchise area, all to accomplish within one hundred eighty (180) days after a final order is issued by a court, or by the Council in the event Grantee chooses not to seek judicial review of the Council's final determination. Grantee may continue to operate the system within such 180 day period, and until it is shut down and removed. However, at Grantee's sole option, it may abandon some or all of the equipment, property or facilities of the Cable Television System; but in so doing, Grantee relinquishes all right to compensation by the City or any third party using or taking over such system after Grantee has abandoned it.

Section 25. NOTICES. All notices required herein shall be in writing, and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office or branch thereof regularly maintained by the U.S. Postal Service. The notices shall be addressed as follows:

If to City:

Clerk-Treasurer
City of Lebanon
City Building
Lebanon, IN 46052

With a copy to:

City Attorney
City of Lebanon
City Building
Lebanon, IN 46052

If to Grantee:

Horizon/TCI of Lebanon
1622 North Lebanon Street
Lebanon, IN 46052

With a copy to: