

APPENDIX B - FRANCHISES

FRANCHISES

NOTE: The franchise ordinances included herein are for information only. Each of them contains the substance as adopted by the governing body but enacting clauses, repealers and signatures have been omitted. Complete copies of each ordinance as adopted is on file in the office of the city clerk. Date of adoption of each franchise ordinance is shown in parentheses at the end of the text.

ORDINANCE NO. 605

AN ORDINANCE DEFINING THE MANNER AND PLACE OF CONSTRUCTION OF THE LINES OF THE SOUTHWESTERN BELL TELEPHONE COMPANY AND PROVIDING FOR AN ANNUAL PAYMENT TO BE MADE TO THE CITY OF LINCOLN CENTER, KANSAS.

Be it ordained by the governing body of the City of Lincoln Center of the state of Kansas that:

SECTION 1. Southwestern Bell Telephone, its successors and assigns (herein referred to as Telephone Company) shall continue to operate its telephone system and all business incidental to or connected with the conducting of a telephone business and system in the City of Lincoln Center, State of Kansas (herein referred to as City). The plant construction and appurtenances used in or incident to the giving of telephone service and to the maintenance of a telephone business and system by the Telephone Company in said City shall remain as now constructed, subject to such changes as may be considered necessary by the City in the exercise of its inherent powers and by the Telephone Company in the conduct of its business, and said Telephone Company shall continue to exercise its right to place, remove, construct, and reconstruct, extend and maintain its said plant and appurtenances as the business and purpose for which it is or may be incorporated from time to time require, along, across, on, over, through, above and under all public streets, avenues, alleys, bridges, and the public grounds and places within the limits of said City as the same from time to time may be established.

SECTION 2. The initial term of this ordinance shall be for a period beginning on October 1, 1992 and ending on September 30, 1997. Telephone Company shall pay City in advance on or about December 1, 1992, for the period October 1, 1992, through September 30, 1993, and annually thereafter on or about sixty days after October 1, of each year, for the term of five (5) years ending September 30, 1997, the sum of two percent (2%) of the class of service revenues (only those revenues derived from basic rates for each main line, trunk or the exchange access charge of main stations for centrex which are billed to each customer monthly, specifically excluding optional calling features, touch- tone, etc.) for local exchange telecommunications service rendered wholly within the corporate limits of city of Lincoln Center, Kansas. By way of example, the payment made on or about December 1, 1992, will represent the annual payment for the time period October 1, 1992, through September 30, 1993. The payment shall be computed on the class of service revenues from the period October 1, 1991 through September 30, 1992, It is understood that such payments exclude all non-recurring charges, uncollectibles, non- regulated services, carrier and end user access charges. The provisions hereof shall be automatically extended to successive five (5) year terms unless prior to six months before the expiration of the initial term or of the successive terms ending on each five (5) year anniversary, written notice is given by one party to the other OF its intention to terminate the same at the expiration of the then current five (5) year term; it being expressly understood that each five (5) year term provides for five (5) advance annual payments. This agreement may also be terminated forthwith by Telephone Company if authority to collect the amounts of such payments from its customers within City shall be removed, canceled, or withheld by legislative, judicial or regulatory act, The payments herein provided shall be in lieu of all licenses, charges, fees or impositions (other than the usual general

or special ad valorem taxes), which might be imposed by City under authority conferred by law. Telephone Company shall also have the privilege of crediting such sums with any unpaid balance due said Company for telephone service rendered or facilities furnished to said City.

SECTION 3. Telephone Company on the request of any applicant shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the party or parties requesting the same, and Telephone Company may require such payment in advance. Telephone Company shall be given not less than fifteen (15) days written notice from the applicant detailing the time and location of the moving operations, and not less than twenty-four (24) hours advance notice from the applicant advising of the actual operation.

SECTION 4. Permission is hereby granted to Telephone Company to trim trees upon and overhanging streets, alleys, sidewalks and public places of said City so as to prevent the branches of such trees from coming in contact with the wires and cables of Telephone Company, all the said trimming to be done under the supervision and direction of any City official to whom said duties have been or may be delegated.

SECTION 5. Telephone Company agrees to refill all trenches and excavations made in connection with its operations and replace all pavement, road surface, gravel or top soil with like materials and leave the area over which it installs its lines in as good condition as when altered by the Telephone Company. Telephone Company further agrees to perform all work on streets, alleys and public places under the supervision of a representative of the City if the City so desires. Telephone Company further agrees to pay to the City any expense that the City incurs in the repair or replacement of streets, highways or pavement in the event such work is done by the City after the Telephone Company neglects or refuses to perform said work in a reasonable time.

SECTION 6. Telephone Company shall indemnify and hold the City harmless from any and all loss sustained by the City (except that caused by the City's negligence) by reason of any claims, suit, judgment, or demand whatsoever resulting from negligence on the part of Telephone Company in the construction operation or maintenance of its system within the City.

SECTION 7. Nothing in this ordinance shall be construed to require or permit any telephone, electric light, or power wire attachments by either City or Telephone Company on the poles of the other. If such attachments are desired by City or Telephone Company, then a separate non-contingent agreement shall be prerequisite to such attachments.

SECTION 8. Nothing herein contained shall be construed as giving to Telephone Company any exclusive privileges, nor shall it affect any prior or existing rights of Telephone Company to maintain a telephone system within City.

SECTION 9. All other ordinances and agreements and parts of ordinances and agreements relating to the operation of a telephone system within said City are hereby repealed.

SECTION 10. Said Telephone Company shall have sixty days from and after its passage and approval to file its written acceptance of this ordinance with the city clerk, and upon such acceptance being filed, this ordinance shall be considered as taking effect and being in force from and after the date of its passage and approval by the Mayor. (10-1-92)

ORDINANCE NO. 679

AN ORDINANCE, GRANTING TO KANSAS GAS SERVICE, A DIVISION OF ONEOK, INC., ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE, PRESCRIBING THE TERMS THEREOF AND RELATING THERETO, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT WITH OR IN CONFLICT WITH THE TERMS HEREOF.

SECTION 1. That in consideration of the benefits to be derived by the City of Lincoln Center, Kansas, ("City"), and its inhabitants, there is hereby granted to Kansas Gas Service, a Division of ONEOK, Inc. ("Company"), said Company operating a system for the transmission and distribution of natural gas in the State of Kansas, the right, privilege, and authority for a period of twenty (20) years from the effective date of this ordinance, to occupy and use the several streets, avenues, alleys, bridges, parks, parking areas, and public places of said City, for the placing and maintaining of equipment and property necessary to carry on the business of selling and distributing natural gas for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said natural gas from any source available; and to do all things necessary or proper to carry on said business.

SECTION 2. As further consideration for the granting of this franchise, and in lieu of any city occupation, license, or permit fees, or revenue taxes, the Company shall pay to the City during the term of this franchise five percent (5%) of the gross cash receipts from the sale of natural gas for consumption in the City for all purposes within the corporate limits of the City, such payments to be made monthly for the preceding monthly period. Gross cash receipts shall not include other operating revenues received by the Company, which are not related to the "sale of natural gas". These include, but are not limited to, connection fees, disconnection and reconnection fees, temporary service charges, delayed or late payment charges, collection fees, and returned check charges as such terms are used in tariffs or in the natural gas industry.

SECTION 3. The payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales, and excise taxes or charges made for privileges which are not connected with the natural gas business, will be imposed on the Company and are not covered by the payments herein. From and after the date hereof, however, the permit fees required of the Company by an ordinance presently in effect or hereafter adopted for a permit to excavate in or adjacent to any street, alley, or other public place shall be deemed a part of the compensation paid in Section 2 and shall not be separately assessed or collected by the City; in no event, however, shall this provision be interpreted to waive the requirement of notice to the City and the procedural requirements of such ordinance.

SECTION 4. The use of Right of Way under this franchise by the Company shall be subject to all rules, regulations and policies now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power. In addition, the Company shall be subject to all rules, regulations and policies now or hereafter adopted or promulgated by the City relating to permits, sidewalk and pavement cuts, utility location, construction coordination, and other requirements on the use of the Right of Way; provided however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation or policy proposed, adopted, or promulgated by the City and, further provided other than the items enumerated in Section 3 herein, that such rules, regulations or policies shall not require the payment of additional fees or additional costs for the use of the Right of Way. In any event, the Company is granted an offset for such fees and costs against the franchise fees required to be paid hereunder.

SECTION 5. All mains, services, and pipe which shall be laid or installed under this grant shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewers, or other structures already installed. Company shall provide, prior to commencing work, information to the City concerning work to be performed in the streets, avenues, bridges, parks, parking areas, and public places of the City, as the City may from time to time require for purposes of record keeping. The City may require that the information be provided on its standard permit form, but without requiring approval, consent, or fees. In the event of an emergency, Company shall have the right to commence work without having first providing such form(s).

SECTION 6. Company shall, in doing the work in connection with its said gas mains, pipes, and services, avoid, so far as may be practicable, interfering with the use of any street, alley, avenue, or other public thoroughfare. It shall, without expense to the City, and in a manner satisfactory to the duly authorized representatives of the City, replace such paving or surface in substantially as good condition as before said work was commenced.

SECTION 7. It is recognized that the natural gas to be delivered hereunder is to be supplied from a pipeline system transporting natural gas from distant sources of supply; and the Company, by its acceptance of this franchise as hereinafter provided, does obligate itself to furnish natural gas in such quantity and for such length of time, limited by the terms hereof, as the said sources and said pipelines are reasonably capable of supplying.

SECTION 8. Company, its successors and assigns, in the construction, maintenance, and operation of its natural gas system, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall hold and save harmless the City from any and all damage, injury, and expense caused by the negligence of said Company, its successors and assigns, or its or their agents or servants.

SECTION 9. After the approval of this Ordinance by the City, Company shall file with the City Clerk of the City its written acceptance of this Ordinance. Said Ordinance shall become effective and be in force and shall be and become a binding contract between the parties hereto, their successors and assigns, no later than the first cycle of the monthly billing cycle which begins no later than sixty (60) days after its passage and approval by the City, acceptance by the Company, and publication in the official City newspaper. In its letter of acceptance, Company shall identify the effective date as set forth above and Company shall begin charging its customers those fees set forth in Section 2 above on that date.

SECTION 10. This Ordinance, when accepted as above provided, shall constitute the entire agreement between the City and the Company relating to this franchise and the same shall supercede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written, shall be binding upon the parties including their successors and assigns, and shall not be amended or further obligations imposed without mutual consent of the parties hereto.

SECTION 11. I. Upon written request of either the City or the Company, this franchise may be reviewed after five (5) years from the effective date of this ordinance, and every five (5) years thereafter to review the rate set forth in Section 2 above. Said request must be served upon the other party at least one hundred twenty (120) days prior to the end of each period set forth above, and shall state specifically the amendments desired. The City and the Company shall negotiate in good faith in an effort to agree upon mutually satisfactory amendments.

Amendments under this section, if any, shall be made by ordinance as prescribed by statute. Except as provided within this section the franchise shall remain in effect according to its terms pending completion of any review or renegotiation provided by this subsection.

II. Upon written request of either the City or the Company, the franchise shall be reopened and renegotiated at any time upon any of the following events:

- (a) Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or Company, including, but not limited to, the scope of the grant to the Company or the compensation to be received by the City.
- (b) Change in the structure or operation of the natural gas industry which materially affects any rights or obligations of either the City or Company, including, but not limited to, the scope of the grant to the Company or the compensation to be received by the City.
- (c) Any other material and unintended change or shift in the economic benefit to the City or the Company relied upon and anticipated upon entering into this franchise.

III. The compensation provision of this franchise shall be reopened and renegotiated at any time if energy consumers within the City have access to alternative natural gas suppliers or other suppliers of energy through pipelines, and use the public rights of way or public property of the City without paying a franchise fee or other payment substantially equivalent to the franchise fee established herein, which results in a material and unfair disadvantage to the Company. The use of right of provision of this franchise shall be reopened and renegotiated if energy consumers

within the City have access to alternative natural gas suppliers or other suppliers of energy through pipelines which use the public rights of way or public property of the City, and do not have requirements on the use of the public ways substantially equivalent to the requirements of this franchise, which results in a material and unfair disadvantage to the Company. Upon any such event, the City shall have up to ninety (90) days after written request of the Company to restore competitive neutrality. Following notice to the City, Company may suspend collection and payment of the franchise fee to the City for the affected customers until the City resolves the competitive disadvantage. After the last above referred ninety (90) day period expires without resolution of the competitive disadvantage, the Company shall have no liability to the City for any uncollected franchise fees suspended as provided in the subsection.

SECTION 12. The franchise is granted pursuant to the provisions of K.S.A. 12-2001 and amendments thereto.

SECTION 13. Any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed or considered as having no effect as of the first cycle of the monthly billing cycle as referenced in Section 9 of this ordinance.

SECTION 14. Should the Kansas Corporation Commission take any action with respect to this franchise ordinance and any amendment thereto which precludes Company from recovering from its customers any costs or fees provided for hereunder, the parties hereto shall renegotiate this ordinance in accordance with the Commission's ruling.

(1-12-09)

ORDINANCE NO. 684

AN ORDINANCE GRANTING A FRANCHISE TO EAGLE COMMUNICATIONS FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM WITHIN THE CITY OF LINCOLN CENTER, KANSAS.

SECTION 1. Definition of Terms. For the purpose of this ordinance (the "Ordinance"), the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

(a) Affiliate means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

(b) Basic Cable means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.

(c) Cable Service means (i) the one-way transmission to Subscribers of Video Programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

(d) Cable System means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other equipment that is designed to provide Cable Service or other service to Subscribers.

(e) FCC means Federal Communications Commission, or successor governmental entity thereto.

(f) Franchise means the initial authorization, or renewal thereof, issued by Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.

(g) Franchising Authority means the City of Lincoln Center, Kansas, or the lawful successor, transferee, or assignee thereof.

(h) Grantee means Eagle Communications, or the lawful successor, transferee, or assignee thereof.

(i) Gross Revenues means the monthly revenues for the provision of Basic and Premium Cable Services received by Grantee from Subscribers located within the Service Area. Gross Revenues does not include: (i) any revenues received from any advertising carried on the Cable System; (ii) any taxes on Cable Service which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by Grantee on behalf of such governmental unit or agency.

(j) Person means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

(k) Public Way means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements,

dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by Franchising Authority in the Service Area which shall entitle Franchising Authority and Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way also means any easement now or hereafter held by Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchising Authority and Grantee to the use thereof for the purposes of installing or transmitting Grantee's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

(l) Service Area means the present municipal boundaries of Franchising Authority if Franchising Authority is a city, and shall include any additions thereto by annexation or other legal means; and means the county boundaries of Franchising Authority if Franchising Authority is a county.

(m) Subscriber means a user of the Cable System who lawfully receives Cable Service or other service therefrom with Grantee's express permission.

(n) Video Programming means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2. Grant of Franchise.

2.1 Grant Franchising Authority hereby grants to Grantee a nonexclusive Franchise which authorizes Grantee to construct and operate a Cable System and offer Cable Service and other service in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

2.2 Term The Franchise granted pursuant to this Ordinance shall be for an initial term of ten (10) years from the passed and adopted date of the Franchise unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

2.3 Acceptance Grantee shall accept the Franchise granted pursuant hereto by signing this Ordinance and filing same with the City Clerk or other appropriated official or agency of Franchising Authority within sixty (60) days after the passage and final adoption of this Ordinance.

2.4 Favored Nations In the event Franchising Authority enters into a franchise, permit, license, authorization, or other agreement of any kind with any person other than Grantee to enter into Franchising Authority's streets and public ways for the purpose of constructing or operating a Cable System or providing Cable Service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

SECTION 3. Standards of Service

3.1 Right of Way Management Any right of way management shall be consistent with the current City of Lincoln Center right of way management ordinance.

3.2 Service Grantee shall not be required to provide more than two PEG access channels.

SECTION 4. Regulation by Franchising Authority

4.1 Franchise Fee (a) Grantee shall pay to Franchising Authority a franchise fee equal to five percent (5%) of Gross Revenues received by Grantee on a quarterly basis; provided, however, that Grantee may credit against any such payments: (i) any tax, fee, or assessment of any kind imposed by Franchising Authority on a cable operator, or Subscriber, or both, solely because of their status as such; (ii) any tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or Subscribers (including any such tax, fee, or assessment imposed, both on utilities and cable operators and their services), and (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax. For the purpose of this Section, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year, unless otherwise agreed to in writing by Franchising Authority and Grantee. The franchise fee payment shall be due and payable sixty (60) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a letter from a representative of Grantee showing the basis for the computation.

(b) Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by Grantee is due. Unless within five (5) years from and after such payment due date Franchising Authority initiates a lawsuit for recovery of franchise fees in a court of competent jurisdiction, recovery shall be barred and Franchising Authority shall be estopped from asserting any claims whatsoever against Grantee relating to alleged franchise fee deficiencies.

4.2 Rates and Charges Franchising Authority may not regulate the rates for the provision of Cable Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, Grantee has the right to modify its rates and charges, at its discretion and without consent of Franchising Authority, including, but not limited to, the implementation of additional charges and rates; provided, however, that Grantee shall give notice to Franchising Authority of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

4.3 Conditions of Sale Except to the extent expressly required by federal or state law, if a renewal or extension of the Franchise is denied or the Franchise is lawfully terminated, and Franchising Authority either lawfully acquires ownership of the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

Grantee and Franchising Authority agree that in the case of a lawful revocation of the Franchise, at Grantee's request, which shall be made in its sole discretion, Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. Franchising Authority further agrees that during such period of time, it shall authorize Grantee to

continue to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to Franchising Authority, Grantee and Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Grantee's continued operation of its Cable System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either Franchising Authority or Grantee. Notwithstanding anything to the contrary set forth in this Section 4.3, neither Franchising Authority nor Grantee shall be required to violate federal or state law.

4.4 Transfer of Franchise All of the rights and privileges and all of the obligations, duties and liabilities created by this Franchise shall pass to and be binding upon the successors of the Franchising Authority and the successors and assigns of Grantee; and the same shall not be assigned or transferred without the written approval of the Franchising Authority, which approval shall not be unreasonably withheld; provided, however, that this Section shall not prevent the assignment or hypothecation of the Franchise by Grantee as security for debt without such approval; and provided further that transfers or assignments of this Franchise between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities, or entities which are controlled or managed by the same person, persons, or entities, shall be permitted without the prior approval of the Franchising Authority.

SECTION 5. Compliance and Monitoring

5.1 Books and Records Grantee agrees that Franchising Authority may review such of Grantee's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the terms hereof. Such records include, but are not limited to, any public records required to be kept by Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. Franchising Authority agrees to treat any information disclosed to it by Grantee as confidential, and to disclose it only to employees, representatives, and agents of Franchising Authority that have a need to know or in order to enforce the provisions hereof.

Upon request of the Franchising Authority, Grantee shall file a current map or set of maps, drawn to scale, showing the "standard design" and location of all CATV system equipment installed in the City. Grantee shall keep a set of books and records which shows all of Grantee's gross revenues from the CATV system within the City and upon request shall provide same to the Franchising Authority.

5.2 Periodic reviews the city may require a review of the Franchise on or about the third and seventh anniversary of its effective date.

(a) Any such review shall be open to the public and announced in the official City newspaper. Grantee shall reasonably notify its local subscribers of review sessions by announcing same on a local origination channel of the CATV system.

(b) Topics to be discussed at any scheduled review session may include, but will not be limited to: franchise fees, if regulation thereof is permitted under applicable law; free or discounted services application of new technologies; system performance; services provided; programming offered; customer complaints; privacy; amendments to the Ordinance; judicial and FCC rulings; line extension policies; and Grantee and City rules.

(c) Members of the general public may add topics by requesting of the City that such topics be added to the agenda of its meeting.

(d) During a review and evaluation by the City, Grantee shall fully cooperate with the City and shall provide such non-confidential information and documents as the city may need to reasonably perform the review.

5.3 Complaints All complaints shall be handled by Eagle Communications on an informal basis. Eagle Communications shall implement a process for handling inquires, billing issues, service issues and other complaints. In the event that an issue is not resolved through this process, the city may request a confidential, non-binding mediation with Eagle Communications, with the costs to be shared equally between the City and Eagle Communications.

Grantee shall respond to subscriber complaints within thirty-six (36) hours after a complaint is made, except for acts of God.

SECTION 6. Insurance, Indemnification, and Bonds or other Surety

6.1 Insurance Requirements Grantee shall maintain in full force and effect during the term of the Franchise, at its own cost and expense, Comprehensive General Liability Insurance in the amount of \$2,000,000 combined single limit for bodily injury and property damage. Such insurance shall designate Franchising Authority as an additional insured.

6.2 Indemnification Grantee agrees to indemnify, save and hold harmless, and defend Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death) which arise out of Grantee's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs.

6.3 Bonds and other Surety Except as expressly provided herein, Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. Franchising Authority acknowledges that the legal, financial, and technical qualifications of Grantee are sufficient to afford compliance with the terms of the Franchise and the enforcement thereof. Grantee and Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Service or other service. In order to minimize such costs, Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. Franchising Authority agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety shall be required. In the event that one is required in the future, Franchising Authority agrees to give Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. such reason must demonstrate

a change in Grantee's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance therewith.

SECTION 7. Enforcement and Termination of Franchise

7.1 Notice of Violation In the event that Franchising Authority believes that Grantee has not complied with the terms of the Franchise, it shall notify Grantee in writing of the exact nature of the alleged default.

7.2 Grantee's right to Cure or Respond Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (a) to respond to Franchising Authority contesting the assertion of default; (b) to cure such default; or (c) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, to initiate reasonable steps to remedy such default and to notify Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing In the event that Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2 or in the event that the alleged default is not remedied within sixty (60) days after Grantee is notified of the alleged default pursuant to Section 7.1, Franchising Authority shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of Franchising Authority which is scheduled at a time which is not fewer than five (5) business days therefrom. Franchising Authority shall notify Grantee of the time and place of such meeting and provide Grantee with an opportunity to be heard.

7.4 Enforcement subject to applicable federal and state law, in the event Franchising Authority determines, after such meeting, that Grantee is in default of any provision of the Franchise, Franchising Authority may in their discretion, chose one or more of the following:

(a) Foreclose on all or any part of any security provided under the Franchise, if any, including, without limitation, any bonds or other surety; provided, however, that the foreclosure shall only be in such a manner and in such amount as Franchising Authority reasonably determines is necessary to remedy the default;

(b) Commence an action at law for monetary damages or seek other equitable relief;

(c) In the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked;

(d) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages.

Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of Franchising Authority to enforce prompt compliance.

7.5 Acts of God Grantee shall not be held in default of the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such alleged default is caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

SECTION 8. Miscellaneous Provisions

8.1 Preemption If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Franchise, then to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by Franchising Authority, the jurisdiction of Franchising Authority shall cease and no longer exist.

8.2 Action of Franchising Authority In any action by Franchising Authority or representative thereof mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.3 Notice Unless expressly otherwise agreed between the parties, every notice of response to be served upon Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or responses to Franchising Authority shall be addressed as follows:

City of Lincoln Center
PO Box 126
Lincoln, KS 67455

The notices or responses to Grantee shall be addressed as follows:

Eagle Communications
PO Box 817
Hays, KS 67601

Express Delivery or Packages Only:
2703 Hall Street, Suite 15
Hays, KS 67601

Franchising Authority and Grantee may designate such other address or addresses from time to time by giving written notice to the other party.

8.4 Descriptive Headings The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 Severability If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

(12-13-10)

ORDINANCE NO. 696

AN ORDINANCE GRANTING A FRANCHISE TO WILDFLOWER TELECOMMUNICATION, LLC DBA IDEATEK FOR THE CONSTRUCTION AND OPERATION OF A COMMUNICATIONS SYSTEM WITHIN THE CITY OF LINCOLN CENTER, KANSAS.

SECTION 1. Definition of Terms For the purpose of this ordinance (the "Ordinance"), the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the singular number, and words in the singular number include the plural number.

(a) Access line shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.

(b) Affiliate means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

(c) Communications System means the cables, wires, lines, optic fiber, and any associated converters, equipment, or other facilities designed, constructed or occupied by Grantee or others for the purpose of producing, receiving, amplifying or distributing communications service to or from locations within the City.

(d) FCC means Federal Communications Commission, or successor governmental entity thereto.

(e) Franchise means the initial authorization, or renewal thereof, issued by Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Communication System for the purpose of offering Local Exchange Service or other service to Subscribers.

(f) Franchising Authority means the City of Lincoln Center, Kansas, or the lawful successor, transferee, or assignee thereof.

(g) Grantee means Wildflower, or the lawful successor, transferee, or assignee thereof.

(h) Gross Receipts shall mean only those receipts collected from within the corporate boundaries of the City and which are derived from the following: (1) recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) local directory assistance

revenue; (4) line status verification/busy interrupt revenue; (5) local operator assistance revenue; (6) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (7) revenue received by Grantee from resellers or others which use Grantee's facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included from the date of the offering of such services within the City.

(i) Local Exchange Service means local switched telecommunications service within any local exchange service area approved by the Kansas Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

(j) Person means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

(k) Public Way means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by Franchising Authority and Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Communications System. Public Way also means any easement now or hereafter held by Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchising Authority and Grantee to the use thereof for the purposes of installing or transmitting Grantee's Local Exchange Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Communications System.

(l) Service Area means the present municipal boundaries of Franchising Authority if Franchising Authority is a city, and shall include any additions thereto by annexation or other legal means; and means the county boundaries of Franchising Authority if Franchising Authority is a county.

(m) Subscriber means a user of the Communications System who lawfully receives Local Exchange Service or other service therefrom with Grantee's express permission.

(n) Telecommunication Services means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2. Grant of Franchise

2.1 Grant Franchising Authority hereby grants to Grantee a nonexclusive Franchise which authorizes Grantee to construct and operate a Communications System and offer Local Exchange Service and other service in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Communications System.

2.2 Term The Franchise granted pursuant to this Ordinance shall be for an initial term of five (5) years from the date on which it takes effect. Thereafter, this franchise will renew for one (1) additional five (5) year term, unless either party notifies the other party of its intent to terminate or renegotiate the franchise at least one hundred and eighty (180) days before the termination of the then current term. After ten (10) years, this franchise shall renew for additional one (1) year terms until either party notifies the other party of its intent to terminate or renegotiate the franchise at least one hundred and eighty (180) days before the termination of the then current term. An additional term shall be deemed a continuation of this franchise and not as a new franchise or amendment.

2.3 Acceptance Grantee shall accept the Franchise granted pursuant hereto by signing this Ordinance and filing same with the City Clerk or other appropriated official or agency of Franchising Authority within sixty (60) days after the passage and final adoption of this Ordinance.

2.4 Favored Nations In the event Franchising Authority enters into a franchise, permit, license, authorization, or other agreement of any kind with any Person other than Grantee to enter into Franchising Authority's streets and public ways for the purpose of constructing or operating a Communications System or providing Local Exchange Service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

SECTION 3. Standards of Service

3.1 Right of Way Management Any right of way management shall be consistent with the current City of Lincoln Center right of way management ordinance.

SECTION 4. Regulation by Franchising Authority

4.1 Franchise Fee

(a) Grantee shall pay to Franchising Authority a franchise fee equal to five percent (5%) of Gross Revenues received by Grantee on a quarterly basis; provided, however, that Grantee may credit against any such payments: (i) any tax, fee, or assessment of any kind imposed by Franchising Authority on a cable operator, or Subscriber, or both, solely because of their status as such; (ii) any tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or Subscribers (including any such tax, fee, or assessment imposed, both on utilities and cable operators and their services), and (iii) any other special tax, assessment, or fee

such as a business, occupation, and entertainment tax. For the purpose of this Section, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year, unless otherwise agreed to in writing by Franchising Authority and Grantee. The franchise fee payment shall be due and payable sixty (60) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a letter from a representative of Grantee showing the basis for the computation.

(b) Limitation on Franchise Fee Actions The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by Grantee is due. Unless within five (5) years from and after such payment due date Franchising Authority initiates a lawsuit for recovery of franchise fees in a court of competent jurisdiction, recovery shall be barred and Franchising Authority shall be estopped from asserting any claims whatsoever against Grantee relating to alleged franchise fee deficiencies.

4.2 Rates and Charges Franchising Authority may not regulate the rates for the provision of Local Exchange Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, Grantee has the right to modify its rates and charges, at its discretion and without consent of Franchising Authority, including, but not limited to, the implementation of additional charges and rates.

4.3 Conditions of Sale Except to the extent expressly required by federal or state law, if a renewal or extension of the Franchise is denied or the Franchise is lawfully terminated, and Franchising Authority either lawfully acquires ownership of the Communications System or by its actions lawfully effects a transfer of ownership of the Communications System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of The Communications System valued as a going concern.

Grantee and Franchising Authority agree that in the case of a lawful revocation of the Franchise, at Grantee's request, which shall be made in its sole discretion, Grantee shall be given a reasonable opportunity to effectuate a transfer of its Communications System to a qualified third party. Franchising Authority further agrees that during such a period of time, it shall authorize Grantee to continue to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time Grantee is unsuccessful in procuring a qualified transferee or assignee of its Communication System which is reasonably acceptable to Franchising Authority, Grantee and Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Grantee's continued operation of its Communications System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either Franchising Authority or Grantee. Notwithstanding anything to the contrary set forth in this Section 4.3, neither Franchising Authority nor Grantee shall be required to violate federal or state law.

4.4 Transfer of Franchise All of the rights and privileges and all of the obligations, duties and liabilities created by this Franchise shall pass to and be binding upon the successors of the Franchising Authority and the successors and assigns of Grantee; and the same shall not be assigned or transferred without the written approval of the Franchising Authority, which approval shall not be unreasonably withheld; provided, however, that this Section shall not prevent the

assignment or hypothecation of the Franchise by Grantee as security for debt without such approval; and provided further that transfers or assignments of this Franchise between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities, or entities which are controlled or managed by the same person, persons, or entities, shall be permitted without the prior approval of the Franchising Authority.

SECTION 5. Compliance and Monitoring

5.1 Books and Records Grantee agrees that Franchising Authority may review such of Grantee's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the terms hereof. Such records include, but are not limited to, any public records required to be kept by Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. Franchising Authority agrees to treat any information disclosed to it by Grantee as confidential, and to disclose it only to employees, representatives, and agents of Franchising Authority that have a need to know or in order to enforce the provisions hereof.

Upon request of the Franchising Authority, Grantee shall file a current map or set of maps, drawn to scale, showing the "standard design" and location of the communication system equipment installed in the City.

Grantee shall keep a set of books and records which show all of Grantee's gross revenues from the communication system within the City and upon request shall provide same to the Franchising Authority.

5.2 Complaints All complaints shall be handled by Wildflower on an informal basis. Wildflower shall implement a process for handling inquiries, billing issues, service issues and other complaints. In the event that an issue is not resolved through this process, the City may request a confidential, non-binding mediation with Wildflower, with the costs to be shared equally between the City and Wildflower.

Grantee shall respond to subscriber complaints within thirty-six (36) hours after a complaint is made, except for acts of God.

SECTION 6. Insurance, Indemnification, and Bonds Surety

6.1 Insurance Requirements Grantee shall maintain in full force and effect during the term of the Franchise, at its own cost and expense, Comprehensive General Liability Insurance in the amount of \$2,000,000 combined single limit for bodily injury and property damage. Such insurance shall designate Franchising Authority as an additional insured.

6.2 Indemnification Grantee agrees to indemnify, save and hold harmless, and defend Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death) which arise out of Grantee's construction, operation or maintenance of its Communication System, including, but not limited to, reasonable attorneys' fees and costs.

6.3 Bonds and other Surety Except as expressly provided herein, Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise

or continuing its existence. Franchising Authority acknowledges that the legal, financial, and technical qualifications of Grantee are sufficient to afford compliance with the terms of the Franchise and the enforcement thereof. Grantee and Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Local Exchange Service or other service. In order to minimize such costs, Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. Franchising Authority agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety shall be required. In the event that one is required in the future, Franchising Authority agrees to give Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in Grantee's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance therewith.

SECTION 7. Enforcement and Termination of Franchise

7.1 Notice of Violation In the event that Franchising Authority believes that Grantee has not complied with the terms of the Franchise, it shall notify Grantee in writing of the exact nature of the alleged default.

7.2 Grantee's Right to Cure or Respond Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (a) to respond to Franchising Authority contesting the assertion of default; (b) to cure such default; or (c) in the event that, by the nature of the default, such default cannot be cured within the thirty (30) day period, to initiate reasonable steps to remedy such default and to notify Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing In the event that Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2 or in the event that the alleged default is not remedied within sixty (60) days after Grantee is notified of the alleged default pursuant to Section 7.1, Franchising Authority shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of Franchising Authority which is scheduled at a time which is not fewer than five (5) business days therefrom. Franchising Authority shall notify Grantee of the time and place of such meeting and provide Grantee with an opportunity to be heard.

7.4 Enforcement Subject to applicable federal and state law, in the event Franchising Authority determines, after such meeting, that Grantee is in default of any provision of the Franchise, Franchising Authority may in their discretion, chose one or more of the following:

(a) Foreclosure on all or any part of any security provided under the Franchise, if any, including, without limitation, any bonds or other surety; provided, however, that the foreclosure shall only be in such a manner and in such amount as Franchising Authority reasonably determines is necessary to remedy the default;

(b) Commence an action at law for monetary damages or seek other equitable relief;

(c) In the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked;

(d) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages.

Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of Franchising Authority to enforce prompt compliance.

7.5 Acts of God Grantee shall not be held in default of the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such alleged default is caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

SECTION 8. Miscellaneous Provisions

8.1 Preemption If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Franchise, then to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by Franchising Authority, the jurisdiction of Franchising Authority shall cease and no longer exist.

8.2 Actions of Franchising Authority In any action by Franchising Authority or representative thereof mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.3 Notice Unless expressly otherwise agreed between the parties, every notice of response to be served upon Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or responses to Franchising Authority shall be addressed as follows:

City of Lincoln Center
PO Box 126
Lincoln, KS 67455

The notices or responses to Grantee shall be addressed as follows:

Wildflower Telecommunications
PO Box 258
Buhler, Kansas 67522

Franchising Authority and Grantee may designate such other address or addresses from time to time by giving written notice to the other party.

8.4 Descriptive Headings The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 Severability If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Franchsie, or any renewal or renewals thereof. (6-10-13)