

1400 Dublin Road  
Columbus Ohio 43215  
Tel 614-481-5000



March 15, 2000

The Honorable Jim McGregor  
Mayor  
City of Gahanna  
200 S. Hamilton Road  
Gahanna OH 43230

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Dear Mayor McGregor,

Time Warner Communications is pleased to provide cable service in Gahanna under our current franchise that was enacted in 1992. During the past eight years, we have upgraded the Gahanna system twice to provide the latest cable technology available. Gahanna was among the first in the country to receive services such as Road Runner, our high-speed online cable modem service, Music Choice and our Digital Cable service. We believe we have been responsive in meeting the cable television needs and interests of our customers in Gahanna.

Under Section XXXVII our current franchise agreement we are permitted to petition the City for a five-year extension of the agreement. Accordingly, Time Warner Communications respectfully requests that a five-year extension of the franchise be granted.

I will be happy to meet with you and/or other representatives of the City to discuss the extension in more detail. If you have any questions in the meantime, please don't hesitate to call me at 481-5308. As always, we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads 'Mary Jo Green'.

Mary Jo Green  
Vice President, Public Affairs

cc: Terry O'Connell  
Gary Wengrofsky

## XXXV

### CAPTIONS

Captions to sections throughout this franchise are solely to facilitate the reading and reference to the sections and provisions of the franchise. Such captions shall not affect the meaning or interpretation of the franchise.

## XXXVI

### WARNER TO HOLD CITY HARMLESS

In addition to the indemnification provisions of Chapter 751 of the Gahanna Codified Ordinances, Warner shall protect, defend, indemnify, and save harmless the City and all agents, officers, employees, and representatives thereof from all actions, causes of action, claims, demands, suits, judgments, damages, penalties, expenses, attorneys' fees, and costs arising out of, caused by or in any way related to or as a result of the granting of this franchise or Warner's installation, construction, upgrade, maintenance, operation, use, repair, presence of or removal of Warner's cable television system including, but not limited to, any poles, wires, lines, cable, conductors, appurtenances, equipment, or attachments thereto.

## XXXVII

### TERM EXTENSION

1. Warner may petition the City once for an additional extension of this franchise five (5) years after the effective date of this Franchise Agreement and prior to commencement of a request for franchise renewal by Warner. In evaluating such an extension request, the City shall consider Warner's performance in meeting the community's needs and interests, taking into account the cost of meeting such needs and interests, including the following areas:

- A) Timely commencement and substantial completion of the system upgrade by June 30, 1993.
- B) System compliance with all local, state and federal technical standards (as amended).
- C) Adherence to Customer Service Standards including but not limited to a) service call rate, b) service call response time, c) not at home service call rate, d) installation response time, e) level of telephone service, f) all trunks busy and g) telephone call abandonment rate.

D) Overall system reliability including but not limited to picture and sound quality and frequency of system outages.

E) Compliance with all material provisions of this Franchise Agreement including but not limited to timely payment of franchise fees.

F) Gahanna's cable system is technically comparable to a majority of other cable systems in the central Ohio area.

2. Warner shall assist the City in its review and provide such information as the City may reasonably request including but not limited to local operating statistics, available industry standards and results from any surveys of customers in the City.

3. Any extension of the franchise shall require the prior approval of and shall be at the sole discretion of the City provided that the City shall not unreasonably or arbitrarily withhold such extension. An extension shall be based upon a finding that Warner's performance has met the community's needs and interests taking into account the cost of meeting such needs and interests, including but not limited to the above. Whenever the City finds that Warner has allegedly violated one (1) or more terms, conditions or provisions of Section XXXVII 1 (A-F) above or any material provision of this franchise or is failing to meet the community's needs and interests, a written notice shall be given to Warner by the City. The written notice shall describe in reasonable detail the alleged violation or failure so as to afford Warner an opportunity to remedy the violation or failure.

4. The City shall make its decision and notify Warner in writing within ninety (90) days of the request for extension. If the extension request is granted, the length of the extension shall be determined by the City, which length of time may be less than that requested by Warner, provided that it shall be for not less than two (2) years.

#### XXXVIII

#### FORCE MAJEURE

Both parties' obligations to perform any services or complete any work by any specific date shall, with respect to each such obligation, be deferred by the amount of time that the other party deems reasonable under the circumstances for the performance of such service or completion of such work when delayed by "*force majeure*". In each such instance, it shall be the burden of the party seeking a delay of its obligations to perform to prove to the reasonable satisfaction of the other party of the reasonableness of the delay.