

FRANCHISE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of November, 2011, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes (hereinafter "Lexington"), and **tw telecom of ky llc**, a limited liability corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky, with its principal office at _____, _____, Kentucky 405____ (hereinafter "tw telecom").

WITNESSETH:

WHEREAS, by Ordinance No. 143-2011 (the "Ordinance"), enacted November 3, 2011, Lexington created a short-term non-exclusive franchise for the privilege of constructing, erecting, operating and maintaining a telecommunications system in Fayette County, Kentucky; and

WHEREAS, pursuant to the Ordinance Lexington authorized the advertising for bids on said franchise and tw telecom submitted a timely bid to acquire said franchise; and

WHEREAS, by Resolution No. ____-2011, enacted December ____, 2011, Lexington accepted the bid of tw telecom as substantially responsive to the Ordinance and in the best interest of the citizens of Lexington-Fayette Urban County; and

WHEREAS, Lexington and tw telecom have agreed to accept the following as the terms of this Agreement and as those of the franchise.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of all of which are hereby acknowledged, the Government and tw telecom agree as follows:

1. Ordinance No. 143-2011, which is attached hereto as Exhibit "A" (the "Ordinance"), is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of tw telecom for this franchise, which is attached hereto as Exhibit "B", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Lexington hereby grants unto tw telecom a non-exclusive franchise for the privilege of constructing, erecting, operating and maintaining a telecommunications system upon, through, along, under and over the public streets, alleys, avenues, public roads, highways, sidewalks, and other public ways of the Lexington-Fayette Urban County Government in accordance with the terms of the Ordinance.

4. This Agreement shall commence on December ____, 2011, and shall expire on December __, 2012 unless otherwise extended by the parties pursuant to the provisions of the Ordinance or the parties enter into another franchise agreement.

5. In consideration of the granting of this franchise, tw telecom agrees to pay to Lexington any fees required pursuant to the Ordinance.

6. tw telecom, its successors and assigns, in consideration of the grant, sale and conveyance of the above franchise, does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as contained in this Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

7. This Agreement contains and embodies the entire agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto. No changes, modifications or other deletions in this Agreement shall be effective unless and until the same are reduced to writing and approved, adopted, and executed in the same fashion as this Agreement.

IN TESTIMONY WHEREOF, the Lexington-Fayette Urban County Government has caused its name to be affixed hereto by the Mayor and tw telecom of ky llc, has caused its name to be affixed hereto by _____, its properly authorized officer.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____
JIM GRAY, MAYOR

ATTEST:

SUSAN LAMB, COUNCIL CLERK

TW TELECOM OF KY LLC

BY: _____
_____, _____

STATE OF _____)
)
COUNTY OF _____)

The foregoing Agreement was subscribed, sworn to and acknowledged before me
by _____, as _____, tw telecom of ky llc, on this
the ____ day of November, 2011.

My commission expires: _____

NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE